



Department of Energy, Environment
and Climate Action

Wind Worker Training Centre Funding Agreement

THE CROWN IN RIGHT OF THE STATE OF VICTORIA
as represented by its
DEPARTMENT OF ENERGY, ENVIRONMENT AND
CLIMATE ACTION

AND

[**RECIPIENT**]

[Legal precedent: This is a template funding agreement for the Wind Worker Training Centre grant program. The Schedules will be tailored as required for the project selected for funding under the program. The Department reserves the right to amend the terms and conditions without prior notice.]

Funding agreement

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Details

Parties

Name	The Crown in right of the State of Victoria as represented by the Department of Energy, Environment and Climate Action
Address and notice details	Address: 8 Nicholson Street, East Melbourne 3001 Email: training.centres@deeca.vic.gov.au Attention: [insert]

Name	[insert name]
ABN	[insert]
Short form name	[insert]
Address and notice details	Address: [insert] Email: [insert] Attention: [insert]

Background

- A. In May 2023, the Victorian Government announced funding for the election commitments to deliver a Wind Worker Training Centre.
- B. In August 2024, through a Request for Information to support the Victorian Government to make key policy and program decisions, it was announced that up to \$4.9 million in State grant funding would be made available through an open competitive selection process for a successful applicant to establish a wind energy worker training centre through a Wind Worker Training Centre funding program (**Program**).
- C. The vision of the Program is to support the renewable energy transition through quality, innovative and industry-responsive training that is inclusive of individuals at all skill and career levels and enable the growth of Victoria's wind industry.
- D. The Recipient applied for, and has been successful in being awarded, the Grant for the purpose of the Recipient carrying out the Project.
- E. This Agreement sets out the terms on which the Grant is provided by the State to the Recipient.
- F. This Agreement is legally binding upon the Recipient and the State.

Agreed terms

1. Defined terms and interpretation

1.1 Defined terms

In this document:

Ad hoc Report means any ad hoc report described in clause 14.2.

Agreement means this agreement, including its schedules and annexures.

Application Guidelines means the Wind Worker Training Centre Application Guidelines released by the Department on 14 April 2025.

Approval means any registration, accreditation, certificate, licence, consent, permit, approval, authority, exemption or other requirement of any Authority having jurisdiction in connection with the activities contemplated by this Agreement.

Assets means those assets purchased, constructed or manufactured for the purpose of the Project or purchased with the Grant.

Audit Opinion means an audit opinion in the form of Schedule 3 (or such other form approved in writing by the Department).

Authorised Representative(s) means, in relation to the Recipient, the officer(s) or employee(s) of the Recipient identified in item 5 in Schedule 1.

Authority means any government, semi-governmental, statutory, administrative, fiscal or judicial body, department, commission, authority, tribunal, public or other person.

Background Intellectual Property means any Intellectual Property developed independently of the Project and used by the Recipient or any Participating Organisation for the purpose of undertaking the Project.

Budget means the budget for the Project approved by the Department in writing prior to the Commencement Date (whether it is comprised in the Project Plan or not), as revised from time to time with the approval of the Department under clause 7.2.

Business Day means a day other than a Saturday, Sunday or a day that is a public holiday in Melbourne.

Business Plan means the plan for the operation of the WWTC Project approved by the Department in writing prior to the Commencement Date, as revised from time to time under clause 8.1.

Claim means any cause of action, allegation, claim, demand, debt, liability, suit or proceeding of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent or at law (including negligence), in equity, under statute or otherwise.

Commencement Date means the date on which this Agreement is signed by the last of the parties to sign it.

Company means a company registered under the *Corporations Act 2001* (Cth).

Confidential Information of a party (**Disclosing Party**) means all information (regardless of its form) disclosed or otherwise made available by the Disclosing Party to the other party (**Receiving Party**) or of which the Receiving Party otherwise becomes aware in connection with this Agreement and the activities contemplated by this Agreement which is marked as confidential or which should reasonably be understood as being confidential (including because of its nature or the circumstances

of its disclosure) or which the parties agree in writing is confidential, but does not include information which:

- (a) is or becomes public knowledge other than by a breach of this Agreement or any other confidentiality obligation by the Receiving Party;
- (b) has been independently developed or acquired by the Receiving Party as established by written evidence; or
- (c) is contained in the non-confidential section of each of the Progress Reports, Ad hoc Reports, Final Report and WWTC Operation Reports.

Conflict means a conflict of interest, or risk of a conflict of interest, or an apparent conflict of interest, arising through the Recipient, a Participating Organisation or any of their respective Personnel engaging in any activity or obtaining any interest that is likely to conflict with or restrict the Recipient undertaking the Project fairly and independently and in accordance with this Agreement, but does not include the fact that the Recipient or a 'related entity' (as that term is defined in the *Corporations Act 2001* (Cth)) of the Recipient may profit from the Project.

Department has the meaning given to it in clause 1.3.

Deputy Secretary means any Deputy Secretary of the Department.

Dispute has the meaning given to it in clause 24.

DJSIR means the Department of Jobs, Skills, Industry and Regions and its successor Government departments.

Eligible Project Expenditure means expenditure incurred by the Recipient on the Project which is eligible in accordance with the Application Guidelines.

Final Report means the report required to be provided by the Recipient to the Department under clause 14.3.

Force Majeure Event has the meaning given to it in clause 25.1.

Good Industry Practice means the exercise of that degree of skill, diligence, prudence and foresight that reasonably would be expected from an entity or organisation in the same position as the Recipient that is consistent with the Recipient's obligations under this Agreement and applicable regulatory instruments.

Government Funder means a State or Commonwealth department that provides funding for the Project but does not otherwise participate in the Project, which does not include the Department in respect of the Grant.

Government Funding Agreement means an agreement between the Recipient and a Government Funder relating to the Project.

Grant means the grant amount set out in item 2 in Schedule 1, as it may be varied from time to time in accordance with the terms of this Agreement.

Grant Agreement Material means any reports, plans, documents, information, data or other material:

- (a) the Recipient provides, or is required to provide, to the Department under or in connection with this Agreement (whether developed by the Recipient, a Participating Organisation or a subcontractor of either of them), including each Project Plan, Budget and Business Plan, each report referred to in clause 14, and information shared pursuant to the Knowledge Sharing Plan; or
- (b) which is copied or derived at any time from any of the material referred to in paragraph (a).

Grant Period means the period that commences on the date on which the last of the conditions precedent set out in clause 4.1 are fulfilled or waived in accordance with clause 4.3, and ends on the date on which the Department notifies the Recipient in writing that it has accepted the Final Report provided to it by the Recipient, or the effective date of termination of this Agreement under clause 17, whichever is the earlier.

GST has the meaning given to it in the GST Act.

GST Act has the meaning given to it in clause 6.1(a).

ICN means the Industry Capability Network Victoria of Level 23, 370 Little Lonsdale Street, Melbourne, Victoria, 3000.

Insolvency Administration means, in relation to a person:

- (a) the person ceases to carry on business;
- (b) an order is made by a Court of competent jurisdiction for the winding up or dissolution of the person pursuant to the *Corporations Act 2001* (Cth);
- (c) any step is taken to appoint a receiver, receiver and manager, trustee in bankruptcy or similar officer over all or any of the assets or undertakings of the person and is not discontinued or withdrawn within five Business Days;
- (d) any step is taken by a mortgagee to take possession either directly or by an agent over all or any of the assets, operations, or undertakings of the person and is not discontinued or withdrawn within five Business Days;
- (e) any step is taken to appoint a liquidator or provisional liquidator to the person and is not discontinued or withdrawn within five Business Days;
- (f) any step is taken to appoint an administrator to the person;
- (g) any step is taken to enter into a compromise or deed of arrangement between the person and its creditors;
- (h) the person is insolvent or is presumed insolvent under the *Corporations Act 2001* (Cth); or
- (i) having regard to the legal nature and structure of the person, any event analogous to an event in any of paragraphs (a) to (h) occurs in relation to the person.

Intellectual Property means all types of intellectual property rights whether registered or not and includes all copyright and neighbouring rights (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trade marks (including service marks), registered and unregistered designs, the right to have confidential information kept confidential and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields including as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1967.

IRN means the 'interaction reference number' issued by the ICN to the Recipient.

IRN Form means the form submitted by the Recipient to the ICN via the VMC in accordance with clause 16.2.

IRN Letter means the letter provided by the ICN to the Recipient after the Recipient has consulted with the ICN regarding opportunities for local industry for the Project.

Knowledge Sharing Plan means the plan for the sharing of knowledge arising from the conduct of the Project that has been approved by the Department in writing prior to the Commencement Date.

Landlord means, in relation to any site, the person that owns, or is otherwise entitled to grant the Recipient rights to occupy and use, the site from time to time.

Landlord Agreement has the meaning given to it in clause 7.4(a)(ii).

Law means:

- (a) any law including legislation, ordinances, regulations, by-laws and other subordinate legislation; and
- (b) any Approval, including any condition or requirement attaching to an Approval.

Local Jobs First Act means the *Local Jobs First Act 2003* (Vic).

Local Jobs First Commissioner means the person appointed under section 12 of the Local Jobs First Act.

Local Jobs First Commitments means the commitments of the Recipient as set out in the IRN Letter.

Local Jobs First Policy means the Local Jobs First Policy made pursuant to section 4 of the Local Jobs First Act.

Loss means any loss, damage, liability, cost or expense (including legal expenses on a full indemnity basis) of any kind suffered or incurred or agreed to be paid by way of settlement or compromise.

Maintenance Period means the period set out in item 7 of Schedule 1.

Metropolitan Melbourne means a Victorian municipal district other than a municipal district that falls within 'rural and regional Victoria' (as that term is defined in the *Regional Development Victoria Act 2002* (Vic)).

Minister means a servant of the State appointed as a Minister with responsibility for administering a Department of the State.

Moral Rights means:

- (a) the moral rights conferred under the *Copyright Act 1968* (Cth); and
- (b) all rights of a similar nature to any of the rights in paragraph (a) that may subsist anywhere in the world.

Parliament means the Parliament of Victoria.

Participating Organisation means any Company or other entity working with the Recipient on, and/or providing funding to the Recipient for, the Project, including by way of being a member of a consortium led by the Recipient for the purposes of the conduct of the Project, other than a Government Funder or a Subcontractor (the initial list of which is set out in item 9 of Schedule 1).

Participating Organisation Agreement means an agreement between the Recipient and a Participating Organisation relating to the Project.

Personal Information has the meaning given to it in the *Privacy and Data Protection Act 2014* (Vic).

Personnel means, in relation to a Company or other entity, any employees, officers, contractors or agents of that Company or other entity.

Progress Report means the progress report described in clause 14.1.

Program has the meaning set out in paragraph A of the Background section of this Agreement.

Project means the project for the establishment of the WWTC that is, or is to be, carried out by the Recipient, as described in the Project Plan.

Project Intellectual Property means all Intellectual Property developed by or on behalf of the Recipient or a Participating Organisation in the course of undertaking the Project, including all Intellectual Property in all information, material and documents written, created or prepared by or on behalf of the Recipient in relation to the Project.

Project Milestones means the milestones relating to the Project, as set out in Schedule 2, and as varied from time to time in accordance with clause 7.2.

Project Plan means the plan for the Project approved by the Department in writing prior to the Commencement Date, as revised from time to time with the approval of the Department under clause 7.2.

RCTI has the meaning given to it in clause 6.5(a).

Recipient Co-funding means cash contributions for the Project made (or to be made) by the Recipient.

Recipient Co-funding Amount means the amount set out in item 3 in Schedule 1.

Recipient In-Kind Contribution means non-cash contributions for the Project made (or to be made) by the Recipient, as set out in the Project Plan or the Budget.

Regional Victoria means a Victorian municipal district that falls within 'rural and regional Victoria' (as that term is defined in the *Regional Development Victoria Act 2002* (Vic)).

Reporting Period means the period that commences on the date on which the Grant Period ends (unless it ends by way of the termination of this Agreement), and ends 36 months after that date (unless extended in accordance with the terms of this Agreement), or on the effective date of termination of this Agreement under clause 17, whichever is the earlier.

Responsible Local Jobs First Minister means the Minister with responsibility for administering the Local Jobs First Act.

Risk Register means the risk register comprised in the Project Plan (including as contemplated by clause 7.2(a)(i)).

Secretary means the Secretary of the Department.

Security means a form of security provided to the Department as contemplated under clause 4.1(c) or clause 11.

Security Provider means the person who provides, or is to provide, a Security.

State means the Crown in right of the State of Victoria.

Statewide means, in relation to the Project, that the Project will occur in both Metropolitan Melbourne and Regional Victoria or across the entire State of Victoria.

Subcontractor means a third party engaged by the Recipient to perform some of the Recipient's obligations under this Agreement on a fee for service basis, other than any Participating Organisation.

Tax Invoice has the meaning given to it in the GST Act.

Term means the term of this Agreement as described in clause 2.

Third Party Co-funding means cash contributions for the Project made (or to be made) available to the Recipient by one or more third parties.

Third Party Co-funding Amount means the amount set out in item 4 in Schedule 1.

Third Party In-Kind Contribution means non-cash contributions for the Project made (or to be made) available to the Recipient by one or more Participating Organisations or other third parties, as set out in the Project Plan or the Budget.

VMC means the Victorian Management Centre online system used by agencies and suppliers to register and report on Local Jobs First projects (and also used to manage reporting for the State's Social Procurement Framework).

Warranted Materials has the meaning given to it in clause 19.5.

WWTC means the Wind Worker Training Centre established, or required to be established, using the Grant under this Agreement.

WWTC Operation Report means each report required to be provided by the Recipient to the Department under clause 14.4.

1.2 Interpretation

In this Agreement, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Agreement, and a reference to this Agreement includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to **A\$, \$A, dollar, AUD** or **\$** is to Australian currency;
- (f) a reference to a party is to a party to this Agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (g) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (h) the meaning of general words is not limited by specific examples introduced by **including, for example, such as** or similar expressions;
- (i) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of it; and
- (j) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

1.3 References to Department

In this Agreement, references to the **Department** include the Department of Energy, Environment and Climate Action (DEECA) and its successor Government departments, and all references to the Department will be read and construed as references to the Crown in Right of the State of Victoria. Powers and functions of the Department under this Agreement may be carried out by officers of the Department who have delegated authority.

1.4 Precedence of documents

To the extent of any inconsistency, the documents comprising or referred to in this Agreement must be read in the following order of precedence:

- (a) these terms and conditions;
- (b) Schedule 1 (Project Particulars);
- (c) Schedule 2 (Milestone Schedule);
- (d) the remaining schedules to this Agreement;
- (e) the Project Plan and the Budget; and
- (f) the Business Plan.

1.5 Headings

Headings are for ease of reference only and do not affect interpretation.

2. Term

This Agreement commences on the Commencement Date and continues until the end of the Reporting Period (**Term**).

3. Grant

3.1 Grant

- (a) The Recipient has been awarded the Grant.
- (b) The Recipient must use the Grant only for:
 - (i) the purpose of carrying out the Project in accordance with the terms of this Agreement; and
 - (ii) Eligible Project Expenditure incurred for that purpose.
- (c) Nothing in this Agreement implies that the State will provide funding for the Project or the Recipient beyond that specifically provided for under this Agreement and the Recipient must at all times secure funding from other sources to fully fund the Project to the extent it is not funded by the Grant. Any overspend on Eligible Project Expenditure or the Project will be the sole responsibility of the Recipient and the Department will not in any circumstances increase the Grant amount or reimburse the Recipient for such expenditure.
- (d) Without limiting any of the Department's other rights under this Agreement, the Department may, if it reasonably considers it necessary, review and adjust the Grant amount, or vary any Grant instalments, during the Grant Period:
 - (i) where there is a material change in circumstances in relation to the Project, including in response to any updated Project Plan, Budget or Business Plan (including any changes to Project Milestones that are consequential on the updates to the Project Plan) prepared by the Recipient;
 - (ii) based on any reduction in the Recipient Co-funding or Third Party Co-funding (as applicable) so as to ensure that total of the Recipient Co-funding and the Third Party Co-funding is at least 50% of the Grant;
 - (iii) based on the Department's assessment of the extent to which budgeted or incurred expenditure relating to the Project is Eligible Project Expenditure; or
 - (iv) based on a determination by the Department that the actual Eligible Project Expenditure incurred by the Recipient is or will be less than the amount contemplated by the Budget.
- (e) If the Department determines that an adjustment to the Grant amount or any Grant instalment is required as a result of a review undertaken in accordance with clause 3.1(d), the

Department must notify the Recipient in writing of the revised Grant amount as soon as practicable and, if applicable, of any consequential amendments to Schedule 2.

3.2 No double cost recovery

The Recipient must not recover any Eligible Project Expenditure incurred by the Recipient from:

- (a) the Grant amount, to the extent that the expenditure has been recovered by the Recipient from another source; or
- (b) another source to the extent that cost is recoverable or has been recovered by the Recipient from the Grant amount under this Agreement.

4. Conditions precedent

4.1 Conditions precedent

This Agreement, other than this clause 4 and clauses 1, 2, 12.2, 13, 21, 22, 23, 24, 27 and 28, has no effect unless the following conditions precedent are fulfilled or waived in accordance with clause 4.3:

- (a) [the Recipient has provided the Department with evidence satisfactory to the Department that it has available cash to contribute to the Project that is at least the Recipient Co-funding Amount;] *[Note to applicants: To be deleted if the co-contribution will be provided wholly by third parties.]*
- (b) [the Recipient has provided the Department with evidence satisfactory to the Department that it has secured from third parties cash contributions for the Project of at least the Third Party Co-funding Amount;] *[Note to applicants: To be deleted if the co-contribution will be provided wholly by the Recipient.]*
- (c) [the Recipient has delivered a [bank guarantee/parent company guarantee/security deposit] to the Department in a form, in an amount, and from a Security Provider satisfactory to the Department;] *[Note to applicants: To be deleted if the Department does not require such a guarantee for the performance of this Agreement based on its due diligence prior to the commencement Date, or amended to reflect the nature of the required guarantee.]*
- (d) [the Recipient has provided evidence satisfactory to the Department that it has obtained the necessary approvals to undertake the Project as specified in item 8 of Schedule 1;] *[Note to applicants: To be deleted if no such approvals are specified as at the Commencement Date.]*
- (e) the Recipient has provided written evidence satisfactory to the Department that the Recipient has entered into a Landlord Agreement that complies with the requirements set out in clause 7.4 in relation to each site at which (as at the Commencement Date) the WWTC is intended to be located and of which the Recipient is not the owner; and
- (f) the Recipient has provided written evidence satisfactory to the Department that the Recipient has entered into a Participating Organisation Agreement with all Participating Organisations on terms that comply with the requirements set out in clause 12.2 and that have been approved by the Department.

4.2 Failure to comply with conditions precedent

If any of the conditions precedent specified in clause 4.1 has not been either satisfied by the Recipient or waived by the Department under clause 4.3 within 10 days of the Commencement Date (or such longer period as the Department may agree in writing), then:

- (a) this Agreement will automatically terminate unless the parties agree otherwise in writing; and
- (b) the Recipient will have no claim to any of the Grant provided for under this Agreement.

4.3 Waiver of conditions precedent

Any or all of the conditions precedent in clause 4.1 may be waived in writing by the Department.

5. Grant payment

5.1 Payment of Grant

- (a) Subject to clauses 5.2, 7, 17.1 and 25.6, the Department will pay the Grant in instalments in accordance with clause 5.1(b).
- (b) The Department will pay to the Recipient each Grant instalment as set out in Schedule 2 within 20 Business Days of the acceptance by the Department of the requisite deliverables set out in Schedule 2 (and, where clause 6.5(e) applies, receipt of a Tax Invoice in accordance with that clause).
- (c) All payments of the Grant will be made to the Recipient in full satisfaction of the Department's obligations under this Agreement. No amount of the Grant will be paid by the Department to any person other than the Recipient.
- (d) The Recipient will be responsible for ensuring that monies are appropriately applied to the Project and distributed amongst Participating Organisations in accordance with each Participating Organisation Agreement.

5.2 Conditions of Grant payment

Without limiting the operation of clause 5.1 and subject to clause 17.1, the payment of each Grant instalment is conditional on:

- (a) the Department being satisfied that the Project has been conducted to date in compliance with the Project Plan and the Budget and the requirements of this Agreement;
- (b) the Department being satisfied that the relevant Grant instalment will be applied only towards Eligible Project Expenditure and in accordance with clause 3.2;
- (c) provision of evidence satisfactory to the Department that:
 - (i) payment of any Third Party Co-funding, as specified in the Budget, has been received and is available for use by the Recipient to carry out the Project (or a particular Project Milestone); and
 - (ii) any required Recipient Co-funding, as specified in the Budget, is available for use by the Recipient to carry out the Project (or a particular Project Milestone).
- (d) provision to the Department of any supporting documentation and other evidence specified in Schedule 2 for that Grant instalment;
- (e) the Department being satisfied that the Recipient has entered into an agreement in accordance with clause 7.4 and that the agreement remains in force and neither the Recipient or the Landlord is in material breach of the agreement;
- (f) the Department being satisfied that the Grant funds paid to date have been applied towards the Project in the manner contemplated by the Project Plan and the Budget, and have only been applied towards Eligible Project Expenditure;
- (g) the Department being satisfied that the Recipient Co-funding, Third Party Co-funding, Recipient In-Kind Contributions, and Third Party In-Kind Contributions made available to date have been applied towards the Project in the manner contemplated by the Project Plan and the Budget;

- (h) there being no material breach of any Participating Organisation Agreement or Government Funding Agreement which has not been remedied to the satisfaction of the Department;
- (i) without limiting clause 5.2(h), a Participating Organisation or Government Funder has not withheld any payments or sought repayment under any Participating Organisation Agreement or a Government Funding Agreement; and
- (j) the Department being satisfied that the written reports referred to in clause 14 have been provided by the Recipient in accordance with this Agreement and contain information and a level of detail satisfactory to the Department (including that the non-confidential sections of those reports contain sufficient details for the Department to be able to use the reports for the purposes of publicising the Project and its support of it, and for any other purposes consistent with the Knowledge Sharing Plan).

5.3 Unused Grant amounts

Unless otherwise agreed between the Recipient and the Department in writing, any amount of the Grant previously paid by the Department to the Recipient that has not been used or applied in accordance with this Agreement by the Recipient at the termination or expiry of this Agreement must be refunded by the Recipient to the Department within 30 Business Days of the termination or expiry of this Agreement.

6. GST

6.1 Definitions and interpretation

- (a) Italicised words or expressions used in this clause 6 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (**GST Act**) have the same meaning in this clause.
- (b) In addition to the definition of 'GST' in the GST Act, any reference to 'GST' also includes any voluntary or notional GST equivalent payments a party is obliged to make under or in relation to the *National Taxation Reform (Consequential Provisions) Act 2000* (Vic) or any successor legislation.
- (c) **GST Recipient** means the party acquiring the relevant supply.
- (d) **GST Supplier** means the party making the relevant supply.

6.2 GST exclusive

Any consideration payable or to be provided for a supply made under or in connection with this Agreement, unless specifically described in this Agreement as inclusive of GST, does not include any amount on account of GST.

6.3 GST gross up

If the GST Supplier makes a supply under or in connection with this Agreement on which GST is imposed, in whole or in part (not being a supply the consideration for which is specifically described in this Agreement as inclusive of GST) then:

- (a) the consideration payable or to be provided for that supply under this agreement but for the application of this clause (**GST exclusive consideration**) is increased by, and the GST Recipient of the supply must also pay the GST Supplier an additional amount equal to the GST payable on or for the supply (**GST Amount**); and
- (b) the GST Amount must be paid to the GST Supplier by the GST Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided, subject to the GST Supplier giving the GST Recipient a Tax Invoice in respect of that taxable supply.

6.4 Characterisation of Grant

The parties agree that in reliance on the principles set out in public ruling *GSTR 2012/2 – Goods and services tax: financial assistance payments*, the Grant is consideration for a taxable supply by the Recipient to the Department of the obligations set out in this Agreement.

6.5 Recipient created tax invoices

The parties agree that notwithstanding clause 6.3(b), the following will apply to any taxable supply made by the Recipient to the Department in return for the Grant, unless otherwise specified in this Agreement or agreed in writing:

- (a) the Department will issue a recipient created tax invoice (**RCTI**) for those supplies, pursuant to section 29-70(3) of the GST Act, and provide a copy of each RCTI to the Recipient;
- (b) the Recipient will not issue Tax Invoices in respect of those supplies;
- (c) the Department warrants that it is registered for GST and agrees that it will notify the Recipient if it ceases to be registered for GST or ceases to satisfy any of the requirement of set out in the GST Act relating to the creation of RCTIs;
- (d) the Recipient warrants that as at the Commencement Date it is registered for GST and has an active Australian Business Number, and agrees that it will notify the Department within seven days if it ceases to be registered for GST, or if it ceases to comply with any of the requirements set out in the GST Law relating to the creation of RCTIs.
- (e) if for any reason the RCTI arrangement specified in clause 6.5 is unable to be implemented or ceases, the Recipient must give the Department a Tax Invoice in respect of any taxable supply made to the Department by the Recipient in connection with this Agreement prior to any payment of any Grant instalment to the Recipient.

6.6 Payments and Reimbursements

- (a) If a payment to a party under this agreement is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party, or the representative member of a GST group of which that party is a member, is entitled for that loss, cost or expense.
- (b) If a payment is calculated by reference to, or as a specified percentage of, another amount or revenue stream, that payment shall be calculated by reference to, or as a specified percentage of, the amount or revenue stream exclusive of GST.

6.7 Adjustment events

If an adjustment event arises in respect of a supply made under or in connection with this agreement, then:

- (a) the GST Supplier (or the Department, where an RCTI was issued in relation to the original supply) must issue an adjustment note to the GST Recipient within 7 days of the adjustment event occurring or otherwise as soon as it becomes aware of the adjustment event, outlining the revised amount of GST payable in respect of that supply (**Corrected GST Amount**);
- (b) if the Corrected GST Amount is less than the previously attributed GST Amount, the GST Supplier shall refund the difference to the GST Recipient within 15 days of the adjustment note being issued by the GST Supplier; and
- (c) if the Corrected GST Amount is greater than the previously attributed GST Amount, the GST Recipient shall pay the difference to the GST Supplier within 15 days of the adjustment note being issued by the GST Supplier.

7. Conduct of Project

7.1 Recipient to conduct Project

In consideration of the payment of the Grant, the Recipient must:

- (a) conduct the Project with due care and skill, in a professional manner consistent with Good Industry Practice, and in full compliance with all applicable Laws and regulatory requirements including all applicable occupational health and safety Laws (including by holding all Approvals it is required under law to hold in connection with the Project and by complying with all relevant conditions under any such Approvals);
- (b) conduct the Project activities substantially and materially in accordance with the Project Plan and the Budget, including by ensuring that the establishment and management of the activities detailed in the Project Plan adheres to the timelines specified in the Project Plan and Schedule 2;
- (c) ensure that each Participating Organisation complies with the terms of its Participating Organisation Agreement in undertaking any activities relating to the Project to the extent necessary for the Recipient to comply with the terms of this Agreement;
- (d) ensure that the WWTC is and remains throughout the Term primarily based in Victoria (which does not prevent satellite locations being based in other Australian States and Territories, or the delivery of training through the WWTC to persons located outside of Victoria, whether in person or online);
- (e) establish and operate, and take all reasonable steps to facilitate the attendance, input and participation by the Department's nominated representative in the meetings and other deliberative activities of, the Project working group or other governance body specified in the Project Plan as overseeing the Project as a whole;
- (f) meet any other reasonable requests of the Department in relation to the Project Plan, having regard to existing resources and timelines; and
- (g) assume all financial responsibility and meet all costs and general operating expenses in connection with the Project.

7.2 Revision of Project Plan and Budget

- (a) The Recipient must:
 - (i) throughout the Grant Period, ensure that the Project Plan remains a complete, accurate and up to date plan as to how the Recipient intends, and expects, to conduct of the Project (including reflecting the risks that the Recipient has identified as potentially impacting on the conduct of the Project, the Recipient's assessment of each of those risks, and how each of those risks is to be mitigated or otherwise responded to) and the Budget remains a complete, accurate and up to date budget for the conduct of the Project;
 - (ii) ensure that any material change to the Project Plan or the Budget (including any change to the Risk Register, the delivery of the Project, expenditure of the Grant, availability or expenditure of the Recipient Co-funding, receipt or expenditure of the Third Party Co-funding, or the time in which the Recipient expects to achieve a Project Milestone) has been approved by the Authorised Representative of the Recipient;
 - (iii) notify the Department in writing within 5 Business Days of becoming aware of any expected or required material change to the Project Plan or the Budget;

- (iv) specify in any notification under clause 7.2(a)(iii) whether the change to the Project Plan or the Budget will also require a change to any of the Project Milestones (excluding the submission of any reports or other documentation to the Department);
 - (v) obtain the Department's written in-principle approval for any change notified under clause 7.2(a)(iii);
 - (vi) develop and revise the Project Plan or the Budget as required and in consultation with the Department and any Participating Organisation(s) to take into account the change;
 - (vii) submit a revised Project Plan or Budget (as applicable) to the Department within 20 Business Days of obtaining the Department's in-principle approval under clause 7.2(a)(v);
 - (viii) ensure that any revision to the Project Plan or the Budget is approved by the Authorised Representative of the Recipient and the Department in writing before the change occurs; and
 - (ix) ensure that any revision to the Project Plan or the Budget approved by the Department is provided to each Participating Organisation.
- (b) If the Department does not approve a revision to the Project Plan or the Budget and the Recipient does not comply with the Project Plan or the Budget in a form approved by the Department in accordance with clause 7.2(a), the Department may withhold Grant instalments and seek redress under clause 17.1(b).
- (c) Each revised version of the Project Plan and the Budget submitted under clause 7.2(a) must:
- (i) include any modification or amendment that has previously been agreed to by the Department in accordance with this clause 7.2;
 - (ii) include all of the information, and otherwise comply with all of the requirements, specified in the Application Guidelines in respect of the initial Project Plan and Budget for the conduct of the Project submitted by the Recipient; and
 - (iii) (where applicable) be accompanied by an explanation of how the updated Project Plan aligns with, and is consistent with the achievement of, the vision, objectives and outcomes specified in the Application Guidelines.
- (d) If there is any uncertainty as to whether a change to the Project Plan or the Budget amounts to a material change for the purposes of this clause 7.2, the Recipient must treat that change as a material change unless the Department notifies the Recipient in writing to the contrary.
- (e) If the Department approves a revision to the Project Plan in respect of which the Recipient has notified the Department under clause 7.2(a)(iv) that a change to any of the Project Milestones (excluding the submission of any reports or other documentation to the Department) will be required, Schedule 2 will be taken to be updated accordingly (and, without limiting its rights under this Agreement, the Department may also exercise its right to adjust the Grant instalments under clause 3.1(d)).

7.3 Completion of Project

The Project will not be taken to have been completed for the purposes of this Agreement unless and until all of the following have been achieved to the satisfaction of the Department:

- (a) the Recipient has identified workforce gaps that are intended to be filled by means of training delivered through the WWTC, and has sound evidence for those gaps;
- (b) the curriculum to address immediate workforce priorities and to be delivered through the WWTC has been designed and endorsed by industry and includes a certification;

- (c) training courses have commenced being actively delivered through the WWTC, with emphasis on quick-win solutions as soon as possible;
- (d) courses are being delivered through the WWTC online, in person and in hybrid formats;
- (e) any upgrades or refurbishments to existing buildings as contemplated as being carried out as part of the Project have been completed; and
- (f) the Business Plan has been submitted as part of the final Milestone in the Grant Period in accordance with clause 8.1.

7.4 Agreement with Landlord

- (a) If, for any site at which the WWTC is to be located, the Recipient is not the owner of the site or ceases at any time during the Term to be the owner of the site, the Recipient must:
 - (i) notify the Department promptly after selecting that site or ceasing to be the owner of that site (as applicable); and
 - (ii) enter into an agreement with the Landlord for that site which includes provisions:
 - (A) enabling the Recipient to comply with its obligations under this Agreement and the Project Plan;
 - (B) granting access rights to the Department to enable it to inspect, deal with and remove Assets (to the extent they are not fixtures);
 - (C) requiring the Landlord not to terminate or assign the Landlord Agreement without the prior written consent of the Department; and
 - (D) requiring the Landlord not to sell, transfer, lease or otherwise deal with the site without first notifying the Department,

(Landlord Agreement).
- (b) The Recipient must not enter into, terminate or assign a Landlord Agreement unless the Recipient has provided information of a proposed Landlord Agreement or termination or assignment of an existing Landlord Agreement in a form and level of detail satisfactory to the Department and the Department has provided written consent to the Recipient entering into, terminating or assigning the agreement (as applicable).

7.5 Effect of review by Department

- (a) Any:
 - (i) review or approval of, comment on or input into, by, for or on behalf of the Department of any material, documents or other information prepared or provided by the Recipient under this Agreement (including the Project Plan, Budget and Business Plan, and whether such review, approval, comment or input occurs before, on or after the Commencement Date);
 - (ii) inspection for or on behalf of the Department of any of the Assets or any records or other items used for the purposes of or otherwise relating to the Project or the WWTC (including under clause 9.4 or clause 15.3); or
 - (iii) attendance by a Department representative at, or participation by them in, any meetings or other deliberative activities contemplated by clause 7.1(e),

will not relieve the Recipient of its responsibility for such material, document, information, Asset or other item, or of its obligations or liabilities under this Agreement or at Law.
- (b) A failure by the Department to:

- (i) advise the Recipient of any defect in any material, document or information provided by the Recipient;
- (ii) advise the Recipient of any defect in any Asset, record or other item following inspection;
- (iii) raise any comments or provide any input in any meeting or other deliberative activity; or
- (iv) participate in any meeting or other deliberative activity,

will not relieve the Recipient of its liabilities, or constitute a waiver of any of the Department's rights, under this Agreement or otherwise at Law.

8. Operation of the WWTC

8.1 Business Plan

- (a) The Recipient must, in accordance with Schedule 2, submit to the Department an updated version of the Business Plan for the WWTC, which sets out in a form and level of detail satisfactory to the Department:
 - (i) the strategy and operating model for operating the WWTC beyond the Grant Period so as to deliver the vision, objectives and outcomes specified in the Application Guidelines (including ensuring that the operation of the WWTC is sustainable and training delivered through the WWTC is affordable for the workers who are prospective learners);
 - (ii) the marketing and stakeholder engagement (including student attraction and recruitment) strategy and activities to be undertaken in relation to the WWTC;
 - (iii) details of how the Recipient will ensure that the curriculum and learning materials for the training delivered by the WWTC are made freely available at no cost to other registered training organisations for delivery in the same manner as it would be available to them if the training formed part of a training package endorsed by the Commonwealth government; and
 - (iv) details of how the operation of the WWTC will be evaluated during the Reporting Period so as to verify the extent to which the objectives and outcomes specified in the Application Guidelines have been or are being achieved, including performance metrics against which the operation of the WWTC will be assessed.
- (b) In submitting any updated Business Plan to the Department, the Recipient must also provide to the Department:
 - (i) an explanation of how the updated Business Plan aligns with, and is consistent with the achievement of, the vision, objectives and outcomes specified in the Application Guidelines; and
 - (ii) details of the reasons for any material changes to the Business Plan as compared with the most recent version of the Business Plan submitted to the Department (including prior to the Commencement Date).

8.2 Operation of the WWTC

In consideration of the payment of the Grant, the Recipient must:

- (a) operate the WWTC throughout the Reporting Period with due care and skill, in a professional manner consistent with Good Industry Practice, and in full compliance with all applicable Laws and regulatory requirements including all applicable occupational health and safety

Laws (including by holding all Approvals it is required under Law to hold in connection with the operation of the WWTC and by complying with all relevant conditions under any such Approvals);

- (b) operate the WWTC so as to deliver the vision, objectives and outcomes specified in the Application Guidelines;
- (c) assume all financial responsibility for, and meet all costs and general operating expenses in connection with, the operation of the WWTC after the end of the Grant Period; and
- (d) meet any other reasonable requests of the Department in relation to the Business Plan, having regard to existing resources and timelines.

8.3 Delivery of training by RTO

Regardless of whether any or all of the training delivered through the WWTC is accredited training, in the VET sector, that by Law must be delivered by an approved registered training organisation, either the Recipient or a Participating Organisation that delivers the training through the WWTC must be registered as a registered training organisation under the *National Vocational Education and Training Regulator Act 2011* (Cth) or the *Education and Training Reform Act 2006* (Vic):

- (a) during any period in the Grant Period in which training is delivered through the WWTC; and
- (b) throughout the Reporting Period.

9. Assets

9.1 Maintenance of Assets

- (a) The Department acknowledges and agrees that the Recipient (or such other third party as is nominated by the Recipient and disclosed to the Department) will own the Assets.
- (b) The Recipient undertakes for the Maintenance Period to (or procure that the nominated Asset owner does):
 - (i) maintain the Assets in accordance with Good Industry Practice;
 - (ii) reinstate the Assets if any Assets are lost, damaged or destroyed; and
 - (iii) wherever necessary, make available additional funding to enable the maintenance or reinstatement of the Assets.

9.2 Use of Assets

Throughout the Term, the Recipient must ensure that each material capital item of equipment wholly or partly purchased with the Grant funds is utilised, made available and remains accessible for the purposes of the Project and the operation of the WWTC and as specified in the Project Plan, and the Recipient must not, and must ensure that another third party does not, otherwise sell, lease, dispose of or otherwise encumber any of these items without the prior written approval of the Department.

9.3 Decommissioning of Assets

The Recipient must ensure that each Asset is safely decommissioned, deconstructed, uninstalled, disconnected or dismantled when it is no longer required for the purposes of the Project and the operation of the WWTC, or when it reaches the end of its life.

9.4 Access to Assets

The Recipient must allow the Department (or any person authorised by the Department) to access any Project site for the purposes of inspecting the installation, maintenance and operation of the Assets, and decommissioning, deconstructing, uninstalling, disconnecting, dismantling or removing the Assets as permitted under this Agreement.

10. Government Funding Agreements

- (a) The Recipient must ensure that each Government Funding Agreement it enters into is on terms consistent with the terms of this Agreement.
- (b) The Recipient must at all times comply with each Government Funding Agreement and must notify the Department of the details of any disputes in relation to that agreement, or the withholding of any Government Funder payments, the seeking of any repayments by a Government Funder or any amendments to a Government Funding Agreement.

11. Security

- (a) If requested by the Department, the Recipient must provide to the Department a bank guarantee, parent company guarantee, security deposit or any other form of security in a form, in an amount (if applicable) and from a Security Provider satisfactory to the Department, acting reasonably, within 21 days of the Department's request.
- (b) If the Security is to expire for any reason during the Term, the Recipient must, on or before the date that is one month prior to the expiry of that Security, procure the issue of a replacement security in a form, in an amount (if applicable) and from a Security Provider satisfactory to the Department, acting reasonably.
- (c) If the issuer of the Security ceases to be satisfactory to the Department for any reason, the Recipient must provide the Department with a replacement security in a form, in an amount (if applicable) and from a replacement Security Provider satisfactory to the Department, acting reasonably, within 10 Business Days of a request to do so by the Department.
- (d) If, for any reason, at any time during the Term, the amount available under a Security is less than the amount notified by the Department under clause 4.1(c), clause 11(a), clause 11(b) or clause 11(c) (as applicable), the Recipient must procure the issue of a replacement security for the amount of the shortfall in a form and from a Security Provider satisfactory to the Department, acting reasonably, within 10 Business Days after receipt of a request to do so by the Department.
- (e) The Department must return the existing Security to the Recipient at the same time as the Recipient provides a replacement security in accordance with any of clauses 11(b), 11(c) or 11(c).
- (f) Without limiting any of the State's rights under this Agreement, the Recipient agrees that the State may make demand under any Security and hold or apply the proceeds of that demand, in any circumstance where the Recipient fails to pay the Department an amount owing in connection with this Agreement (including a refund of any Grant amount, fees, costs, payments, indemnities, charges, duties, compensation, expenses and liquidated or unliquidated damages) within the time provided by this Agreement (or if no time is specified, within five Business Days after the amount is notified by the Department).
- (g) The Department may make a demand under a Security in respect of an amount referred to in clause 11(f) irrespective of whether the amount is, or the circumstances relating to the amount are:
 - (i) in dispute;
 - (ii) the subject of a claim under any of the insurances required under clause 20.4;
 - (iii) subject to the dispute resolution procedures set out in clause 24; or
 - (iv) subject to any court or other proceedings.

- (h) The Recipient must not take any steps to injunct or otherwise restrain:
 - (i) a Security Provider from paying the Department the proceeds of a demand made under a Security;
 - (ii) the Department from taking any steps for the purpose of making a demand under a Security or receiving the proceeds of any such demand; or
 - (iii) the Department using the proceeds received from a demand made under a Security.

12. Participating Organisation Agreements

- 12.1 This clause 12 only applies where the Project will be undertaken by the Recipient and one or more Participating Organisations.
- 12.2 The Recipient must ensure that each Participating Organisation Agreement includes provisions that:
 - (a) detail the role of the Participating Organisation in the Project;
 - (b) detail the contribution to the Third Party Co-funding Amount, and the Third Party In-Kind Contributions, to be made by the Participating Organisation to the Project;
 - (c) describe the ownership and licensing arrangements that apply to the Project Intellectual Property developed under the Participating Organisation Agreement;
 - (d) are consistent with the details contained in the application for funding submitted by the Recipient to the Department in relation to the Project;
 - (e) require the Participating Organisation to comply with the following clauses to the same extent the Recipient is required to comply with such clauses, each to the extent relevant to the Participating Organisation's role in the Project and the operation of the WWTC:
 - (i) clause 7.1(a) (Recipient to conduct Project);
 - (ii) clause 8.2(a) (Operation of the WWTC);
 - (iii) clauses 13.2(b) (Publicity and promotion);
 - (iv) clause 15 (Records, audit and inspection);
 - (v) clause 17.1(y) (Compliance with undertakings and deterioration in financial circumstances);
 - (vi) clause 19 (Intellectual Property);
 - (vii) clause 20.1 (Indemnity);
 - (viii) clause 20.4 (Insurance);
 - (ix) clause 21 (Confidentiality);
 - (x) clause 22 (Conflict of interest);
 - (xi) clause 26 (Personal Information); and
 - (xii) clause 28.2 (Equal opportunity, anti-discrimination and privacy legislation); and
 - (f) are otherwise consistent with the terms of this Agreement and do not impede or prevent the Recipient from complying with any of its obligations under this Agreement.
- 12.3 Each Participating Organisation Agreement must continue to satisfy the requirements in clause 12.2 at all times during the Term.
- 12.4 The Recipient must:

- (a) provide the Department with prior written notice of any proposed material change to any Participating Organisation Agreement (including a change to any of the matters set out in clause 12.2);
 - (b) obtain the Department's approval of that change before amending the Participating Organisation Agreement; and
 - (c) provide the Department with a copy of the amended Participating Organisation Agreement.
- 12.5 The Recipient must ensure that the total of the Participating Organisations' contributions (along with the Recipient's contributions) for the Project satisfies the requirements of this Agreement.
- 12.6 If the Recipient receives notice that a Participating Organisation wishes to withdraw its support for the Project, the Recipient must immediately notify the Department and may attempt to find a replacement Participating Organisation for the Project or modify remaining Participating Organisation arrangements, in accordance with the procedure outlined in clause 12.7.
- 12.7 Should the Recipient wish to proceed with a replacement Participating Organisation or modified Participating Organisation arrangement as allowed under clause 12.6, it must ensure that each of the steps set out below in this clause 12.7 is completed within three months from the earlier of the date the Recipient received a notice from the Participating Organisation as contemplated by clause 12.6 and the date on which the Recipient becomes aware that the Participating Organisation is not meeting its obligations in respect of the Project:
- (a) the Recipient must request, in writing, the Department's approval of a replacement Participating Organisation or modified remaining Participating Organisation arrangement which complies with the requirements applicable to Participating Organisations and Participating Organisation contributions specified in this Agreement;
 - (b) the replacement Participating Organisation and remaining Participating Organisations (as applicable) must provide a written undertaking to provide (in total) a replacement contribution equivalent to that which would have been provided by the Participating Organisation withdrawing from the Project and which satisfies the requirements of this Agreement; and
 - (c) the Recipient and the replacement Participating Organisation or remaining Participating Organisations must enter into a written agreement, or amend any existing agreement (as appropriate) consistent with this clause 12 to reflect the revised Participating Organisation contribution arrangements.
- 12.8 The Department may approve a replacement Participating Organisation if it determines that the replacement Participating Organisation meets the eligibility criteria as specified in the Application Guidelines.
- 12.9 If the Department approves a replacement Participating Organisation or modified remaining Participating Organisation arrangement proposed under clause 12.7, the Recipient must, within three months of the date of approval by the Department, provide to the Department revised Participating Organisation Agreement(s) reflecting the new approved arrangements.
- 12.10 To avoid doubt, the condition of Grant payment set out in clause 5.2(c) will not have been satisfied if:
- (a) the Department does not approve any replacement Participating Organisation or the modified Participating Organisation arrangement proposed under clause 12.7; or
 - (b) the Recipient does not attempt to find any replacement Participating Organisation or modify existing Participating Organisation arrangements in accordance with clause 12.7.

13. Publicity and promotion

13.1 Naming of the WWTC

The Recipient must ensure that:

- (a) the name under which the WWTC is established and operated:
 - (i) includes the words 'worker training centre' as a prominent part of the name; and
 - (ii) is selected in consultation with, and approved by, the Department before it is used; and
- (b) the name referred to in clause 13.1(a) is prominently displayed on signage at the premises used by the WWTC and in other promotional materials relating to the WWTC.

13.2 Publicity by Recipient

- (a) Without limiting any other obligation under this clause 13, the Recipient must comply with the Department's guidelines for acknowledging Victorian Government funding as published from time to time at <https://www.deeca.vic.gov.au/grants> or any successor website nominated by the Department.
- (b) Subject to clauses 13.2(c), the Recipient will provide the Department or any other agency of the State nominated by the Department, recognition as a major funding contributor to the Project and the WWTC, with prominent written acknowledgement and display of appropriate Departmental and any other logos or trade marks notified by the Department wherever appropriate in all advertising material and other publications relating to the Project and the WWTC.
- (c) The Recipient must not make any public statements or communications, or publish any media releases, in relation to this Agreement (including its preparation, negotiation and terms), the Grant, the Project or the WWTC, each to the extent the statement, communication or media release refers to the State of Victoria (including by reason of clause 13.2(b)), other than disclosures that the Recipient is required to make under the rules of any applicable stock exchange, without first providing a copy of the statement, communication or media release to the Department in accordance with clause 27.1(b) and obtaining the prior written approval of the Department (not to be unreasonably withheld).

13.3 Use of Trade Marks

Where the Recipient is permitted to use a trade mark under clause 13.2(b), the Recipient must:

- (a) not use that trade mark unless it has submitted to the Department samples of all materials on which the trade mark will appear;
- (b) observe all reasonable directions notified to it by the Department in relation to use of that trade mark; and
- (c) use its best endeavours to preserve the value and validity of that trade mark.

13.4 Publicity by Department

- (a) The Recipient agrees that it will cooperate with the Department in relation to all publicity associated with the Grant, the Project and the WWTC and will provide any assistance required by the Department in the preparation of materials used to promote the benefits of the Program to the industry, such as a media release or case study on the Project or the WWTC.
- (b) Subject to clause 21, the Department may publicise the benefits accruing to both the Recipient and the State as a result of the provision of the Grant. The Department may include the name of the Recipient and the amount of the Grant in its annual report. The Department will provide a copy of any statement, communication or media release to the Recipient in accordance with clause 27.1(a) and obtain the prior written approval of the Recipient (not to be unreasonably withheld) before any public release of information relating to this Agreement, the Grant, the Project or the WWTC.

- (c) The Recipient agrees and acknowledges that, in accordance with State policy, the State may publish and make available to the public the terms and conditions of this Agreement in any medium (including the internet), other than any terms or conditions which the parties agree to keep confidential.

14. Reports

14.1 Progress Reports

The Recipient must provide to the Department progress reports:

- (a) in accordance with the timeframes set out in Schedule 2; and
 - (b) in accordance with the form and content requirements set out in Schedule 4,
- for the duration of the Grant Period (**Progress Reports**).

14.2 Ad hoc reporting

- (a) The Recipient must provide to the Department all other reports in connection with the Project not referred to in clauses 14.1, 14.3 and 14.4, in accordance with Schedule 4 during the Grant Period.
- (b) At the Department's request, the Recipient must provide any additional oral or written information or documentation that explains details of its performance throughout the Term. The Recipient must respond in a timely manner to any such request, and if requested must provide a full and complete written response to the Department's satisfaction (acting reasonably) within 5 Business Days of any such request.

14.3 Final Report

- (a) The Recipient must provide the Final Report in accordance with the timeframes set out in Schedule 2 or, in the event of early termination of this Agreement, within 20 Business Days of termination of this Agreement.
- (b) The Final Report must:
 - (i) be provided in accordance with the form and content requirements set out in Schedule 4;
 - (ii) provide evidence to the satisfaction of the Department that each of the requirements for completion of the Project set out in clauses 7.3(a) to 7.3(e) has been achieved; and
 - (iii) include any other information reasonably requested by the Department.

14.4 WWTC Operation Reports

- (a) During the Reporting Period, the Recipient must provide to the Department reports in relation to the operation of the WWTC, including the delivery of training courses through the WWTC (**WWTC Operation Reports**):
 - (i) in accordance with the timeframes set out in Schedule 2 and, in the event of early termination of this Agreement during the Reporting Period, within 20 Business Days of termination of this Agreement; and
 - (ii) in accordance with the form and content requirements and timeframes set out in Schedule 4.
- (b) The Department may assess each WWTC Operation Report, and request that the Recipient provide the Department with additional information or reports relating to the operation of the WWTC, to:

- (i) satisfy itself that the operation of the WWTC is compliant with the Recipient's obligations under this Agreement and any applicable Law;
 - (ii) satisfy itself that the Recipient is meeting or exceeding any performance metrics relating to the operation of the WWTC and delivery of courses through the WWTC as set out in the Business Plan;
 - (iii) comply with any Law; or
 - (iv) comply with a request from any Authority.
- (c) If a request for additional information or reports is made under clause 14.4(b), the Recipient or Participating Organisation (as applicable) must provide the relevant information or reports to the Department within 5 Business Days of receiving the request or such other time as may be agreed by the parties in writing.

14.5 Provision of non-confidential information in reports

Each report to be provided under this clause 14 must be prepared in a format approved in writing by the Department that includes clearly identified confidential and non-confidential sections and be signed by an Authorised Representative, or other person approved in writing by the Department.

14.6 Knowledge sharing obligations

The Recipient must:

- (a) comply with the Knowledge Sharing Plan; and
- (b) provide the Department and its knowledge sharing agents (as described in the Knowledge Sharing Plan) with such data as is reasonably specified by the Department in accordance with the Knowledge Sharing Plan and in the format reasonably requested by the Department (provided the Department complies with clause 21 in respect of any data provided by the Recipient which is Confidential Information of the Recipient and which the Recipient has clearly marked as being Confidential Information, separate from any non-Confidential Information that is also contained in the same report or document).

15. Records, audit and inspection

15.1 Separate accounting

- (a) The Recipient must account for all revenue and expenditure relating to the Grant and the Project separately from other funds managed by the Recipient and in accordance with generally accepted accounting principles. These accounts must disclose all cash contributions for all components of the Project.
- (b) Without limiting clause 15.1(a), the Recipient must identify the receipt and expenditure of Grant instalments separately within the Recipient's accounting records so that at all times the Grant instalments are identifiable and ascertainable.

15.2 Audit Opinion provided by the Recipient

- (a) In accordance with the timeframe(s) set out in Schedule 2 and at its own cost and expense, the Recipient must provide an Audit Opinion of the expenditure of the Grant funds to the Department.
- (b) The Audit Opinion must be prepared at the Recipient's cost by a person who is not an officer or employee of the Recipient and is:
 - (i) a person who is registered as a company auditor under a law in force in the State; or

- (ii) a member of the Institute of Chartered Accountants in Australia or of the Australian Society of Certified Practising Accountants.

15.3 Audit and inspection by Department

The Recipient must permit (and must procure that, where applicable, each Participating Organisation and the Landlord permits) the Department and/or the Auditor General of Victoria to audit the monies expended from the Grant, inspect any books and records relating to the Project or this Agreement, and otherwise investigate and verify the Recipient's compliance with its obligations under this Agreement. For such purposes the Recipient (and each Participating Organisation and the Landlord, where applicable):

- (a) must permit access to and the copying of the financial and other records and any other materials, to the extent that they relate to the Grant or the Project, by any person duly authorised by the Department;
- (b) subject to reasonable and appropriate occupational, health and safety and confidentiality restrictions, must permit access to any site at which the WWTC is (or is to be) located (including each Asset on any such site) by any person duly authorised by the Department;
- (c) must answer all relevant enquiries put to them by any person duly authorised by the Department;
- (d) must assist any person duly authorised by the Department in the conduct of the audit or inspection relating to the Grant or the Project activities; and
- (e) must permit any person duly authorised by the Department to inspect any relevant facilities and technologies and to assess quality, quantity and ongoing costs of the Project.

16. Compliance with the Local Jobs First Policy

16.1 Application of clause

This clause 16 only applies where the:

- (a) the total value of the Project is:
 - (i) \$3 million or more in Metropolitan Melbourne or Statewide; or
 - (ii) \$1 million or more in Regional Victoria,and the amount of the Grant is greater than half the total value of the Project; or
- (b) the amount of the Grant is:
 - (i) \$3 million or more for a Project in Metropolitan Melbourne or Statewide;
 - (ii) \$1 million or more for a Project in Regional Victoria,irrespective of the total value of the Project.

16.2 Preparation and submission of IRN Form

To maximise opportunities for local business in relation to the Project, the Recipient must, within 10 Business Days after the Commencement Date, prepare and submit an IRN Form through the VMC setting out:

- (a) details of the Project; and
- (b) the services or activity likely to be required to deliver the Project.

16.3 Consultation with ICN

- (a) When contacted by the ICN, the Recipient must consult with the ICN in respect of opportunities for local businesses to deliver the goods and services required for the Project.
- (b) The Recipient acknowledges and agrees that ICN will, if required:
 - (i) review and contribute to planning for the Project; and
 - (ii) participate in meetings regarding the Project.

16.4 Obligations upon receipt

Within five Business Days of receipt from the ICN, the Recipient must:

- (a) provide the IRN to the Department; and
- (b) inform the Department of any opportunities for local business agreed with the ICN. For this purpose, the Recipient must provide the Department with a copy of the IRN Letter.

16.5 Compliance with Local Jobs First Commitments

The Recipient must prepare and maintain records demonstrating its compliance with any Local Jobs First Commitments and must monitor its compliance with any Local Jobs First Commitments.

16.6 Department may consult ICN

The Recipient acknowledges and agrees that the Department or DJSIR may consult with the ICN in respect of the Recipient's compliance with any Local Jobs First Commitments.

16.7 No derogation

The obligations of the Recipient set out in this clause 16 are in addition to and do not derogate from any other obligations of the Recipient under this Agreement.

16.8 Disclosure of information from ICN

The Recipient acknowledges and agrees that any information provided to the Department or DJSIR by the ICN in accordance with this clause 16 may be:

- (a) included in the Department's report of operations under Part 7 of the *Financial Management Act 1994* (Vic) in respect of the Department's compliance with the Local Jobs First Policy in the financial year to which the report of operations relates;
- (b) provided to the Responsible Local Jobs First Minister for inclusion in the Responsible Local Jobs First Minister's report to the Parliament for each financial year on the implementation of the Local Jobs First Policy during that year; or
- (c) disclosed as otherwise required by Law.

16.9 Local Jobs First Commissioner

- (a) The Recipient acknowledges that:
 - (i) it is required to comply with any information notice issued to it by the Local Jobs First Commissioner in accordance with section 24 of the Local Jobs First Act;
 - (ii) it is required to comply with any compliance notice issued to it by the Local Jobs First Commissioner in accordance with section 26 of the Local Jobs First Act;
 - (iii) its failure to comply with the compliance notice referred to in this clause 16.9(a) may result in the issue of an adverse publicity notice by the Responsible Local Jobs First Minister under section 29 of the Local Jobs First Act; and
 - (iv) the Local Jobs First Commissioner may:
 - (A) monitor and report on compliance with the Local Jobs First Policy; and

- (B) request the Department to conduct an audit in relation to the Recipient's compliance with the Local Jobs First Policy.
- (b) The Recipient acknowledges that the Commissioner may recommend that the Department take enforcement proceedings against the Recipient if the Recipient has failed to comply with the Local Jobs First Policy by:
 - (i) applying to a court to obtain an injunction; or
 - (ii) taking action available under this Agreement.

17. Compliance with undertakings and deterioration in financial circumstances

17.1 Rights to withhold Grant, require refund or terminate Agreement

Where the Department is of the reasonable opinion that:

- (a) there has been a significant deterioration in the financial circumstances of the Recipient or a Participating Organisation;
- (b) the Recipient has failed to comply with any of its obligations under this Agreement, a Participating Organisation Agreement or a Government Funding Agreement in a non-trivial manner and, where the non-compliance is capable of remedy by the Recipient, the Recipient has failed to remedy the non-compliance within such reasonable period as specified by the Department in writing;
- (c) the Recipient will not or is unlikely to complete the Project or any Project Milestones within the timeframes required under this Agreement (as extended, if applicable, under clause 23);
- (d) the Project is no longer likely to achieve the vision, objectives or outcomes for the Project contemplated by the Project Plan or specified in the Application Guidelines;
- (e) the Recipient has not provided a written or oral report referred to in clause 14 in accordance with this Agreement or any such report does not contain information or a level of detail satisfactory to the Department;
- (f) any of the Grant funds have been applied towards expenditure that is not Eligible Project Expenditure or have otherwise been applied in a manner inconsistent with the Recipient's obligations under this Agreement, the Project Plan and the Budget (including where the Recipient is unable to complete a Project activity that was previously contemplated);
- (g) any of the Grant funds have been used by the Recipient in breach of the Recipient's obligations under clause 3.2;
- (h) there has been any fraud relating to the Recipient or the Grant, misappropriation of Grant funds by the Recipient or there has otherwise been any misleading or deceptive conduct on the part of the Recipient or any Participating Organisation in connection with this Agreement or the provision or use of the Grant;
- (i) the total amount of the Recipient Co-funding and the Third Party Co-funding that has been, or will be, applied to the conduct of the Project over the Grant Period is less than 50% of the Grant;
- (j) the Recipient has breached an obligation under clause 7.4, or either the Recipient or the Landlord has committed a material breach of a Landlord Agreement;

- (k) the Recipient or Participating Organisations has engaged or may engage in any conduct which adversely affects or may adversely affect the goodwill or reputation of the Department, a Minister, or the State;
- (l) a Participating Organisation or a Government Funder has withheld, suspended, reduced, ceased or cancelled any payments under any Participating Organisation Agreement or Government Funding Agreement (as applicable) or has sought or is seeking any refunds or repayments under any Participating Organisation Agreement or Government Funding Agreement (as applicable);
- (m) the operation of the WWTC is not likely to achieve the vision, objectives or outcomes for the WWTC contemplated by the Business Plan or specified in the Application Guidelines;
- (n) the Recipient has materially failed during the Reporting Period to operate the WWTC in accordance with:
 - (i) its obligations under this Agreement;
 - (ii) the performance metrics relating to the operation of the WWTC as set out in the Business Plan; or
 - (iii) any Law;
- (o) the Recipient, a Participating Organisation or any Security Provider has become subject to Insolvency Administration;
- (p) the Recipient or a Participating Organisation, in undertaking the Project and/or in meeting its obligations under this Agreement or a Participating Organisation Agreement, has or may have infringed, or is likely to infringe, the Intellectual Property rights of a third party;
- (q) there has been a change in the direct or indirect legal or beneficial ownership or control that any entity has in or over the Recipient without the consent of the Department;
- (r) the Recipient has disposed of or otherwise dealt with its direct or indirect legal or equitable interest in or control over the whole or any part of its assets, operations or business other than in the ordinary course of business without the consent of the Department;
- (s) any Security ceases to be in full force and effect; or
- (t) the Recipient's or a Participating Organisation's application for any planning, building, environmental, occupational health and safety, land access and use approval or any other approval, permit or licence required to lawfully conduct and complete the Project in accordance with this Agreement is rejected or the Recipient is unlikely to be able to obtain such approval, permit or licence,

then the Department may do one or more of the following:

- (u) if the Department considers it appropriate taking into account the nature and severity of the event occurring under one or more of clauses 17.1(a) to 17.1(t):
 - (i) notify the Recipient of any additional period of time within which the Department will allow the Recipient to attempt to remedy the issue, before exercising any of its rights under any of clauses 17.1(v) to 17.1(y) (which may, where applicable, be by way of an extension of the Reporting Period); or
 - (ii) seek to agree with the Recipient on a plan to remedy the issue (in which case the Recipient must negotiate in good faith with the Department in an attempt to promptly agree the terms of that plan);

- (v) withhold, suspend, cancel or terminate any payment or payments of the Grant due or to fall due under this Agreement;
- (w) require the Recipient to refund such amount of the Grant previously paid as the Department reasonably deems appropriate, together with interest calculated daily at the rate of 2% per annum above the rate fixed from time to time under section 2 of the *Penalty Interest Rates Act 1983* (Vic), from the date of the relevant Grant payment until the date on which that amount is refunded;
- (x) immediately terminate this Agreement by giving written notice to the Recipient; and
- (y) if a Participating Organisation rather than the Recipient is the entity that delivers (or is to deliver) the training through the WWTC and is registered as a registered training organisation under the *National Vocational Education and Training Regulator Act 2011* (Cth) or the *Education and Training Reform Act 2006* (Vic) for the purposes of clause 8.3, require that the Recipient and that Participating Organisation enter into a deed with the Department, on terms reasonably required by the Department, under which the Recipient's rights and obligations under this Agreement relating to the operation of the WWTC (including the delivery of training through the WWTC) are novated from the Recipient to the Participating Organisation.

17.2 Obligation to notify

The Recipient must promptly notify the Department if:

- (a) any event or circumstance occurs or arises that results or may result in a significant deterioration in the financial circumstances of the Recipient, a Participating Organisation or the Security Provider;
- (b) the Recipient, a Participating Organisation or the Security Provider becomes subject to Insolvency Administration;
- (c) there is any proposed change in the direct or indirect legal or beneficial ownership or control that any entity has in or over the Recipient, a Participating Organisation or the Security Provider;
- (d) there is any proposed disposal of or a dealing with its direct or indirect legal or equitable interest or control in the whole or any part of the assets, operations or business of the Recipient, a Participating Organisation or the Security Provider, other than in the ordinary course of business;
- (e) the Recipient becomes aware of any proposed reorganisation or restructuring of the whole or any part of its corporate group or the corporate group of a Participating Organisation or the Security Provider (including the interposition of trust entities);
- (f) the Recipient becomes aware that it or a Participating Organisation has, may have, or is likely to have any claim, action or demand made against it by a third party for infringement of that third party's Intellectual Property rights in undertaking the Project and/or in meeting its obligations under this Agreement; or
- (g) the Recipient's or a Participating Organisation's application for any Approval specified in item 8 of Schedule 1 or required to lawfully conduct and complete the Project or operate the WWTC in accordance with this Agreement is rejected or it becomes apparent that the Recipient is unlikely to be able to obtain any such Approval.

17.3 No derogation

Nothing in this Agreement, including clause 17.1, affects any rights or remedies otherwise available to the Department at law.

18. Liability

- (a) The State, and each of its servants, officers, employees, representatives, agents, contractors and advisors will not be responsible or liable at any time for any cost, expense or Loss incurred by the Recipient in connection with the Grant, this Agreement, the Project or the WWTC, other than the State's obligation to pay the Grant in accordance with the terms of this Agreement.
- (b) The Recipient acknowledges and agrees that:
 - (i) it is the sole responsibility of the Recipient to carry out its obligations under this Agreement, carry out the Project and to operate the WWTC at its own risk;
 - (ii) it is solely responsible for any act or omission of a person authorised or engaged by the Recipient to participate in any activity relating to the Project or WWTC (including any obligation expressed to be those of Participating Organisations); and
 - (iii) it must comply with (and ensure that any applicable Participating Organisations, Subcontractors and personnel comply with) the provisions of all applicable Laws and the requirements of any Authority including any occupational health and safety Laws.

19. Intellectual Property

19.1 Intellectual Property Rights in Confidential Information

A party that receives Confidential Information acknowledges and agrees that all Intellectual Property Rights in the Confidential Information will remain the property of the disclosing party or any of its officers, employees, representatives, agents, contractors, advisors or licensors (as the case may be).

19.2 Project Intellectual Property

As between the Recipient and the State, all Project Intellectual Property will be and remain owned by the Recipient.

19.3 Licences

Subject to clause 21, the Recipient grants to the State a permanent, irrevocable, royalty-free, world-wide, non-exclusive licence (including a right to sub-license) to reproduce, publish, communicate to the public, adapt, modify or otherwise use the:

- (a) Grant Agreement Material for non-commercial purposes; and
- (b) Background Intellectual Property that may be incorporated in, or that is otherwise exercised by way of the exercise of a licence under clause 19.3(a) [or clause **Error! Reference source not found.**] for the purpose of the State exercising that licence.

19.4 Moral rights

If any Grant Agreement Material includes any material in respect of which any person (including any of the Recipient's or a Participating Organisation's personnel and subcontractors) has Moral Rights, the Recipient must ensure that it has in place all necessary consents and waivers in writing sufficient to allow the State to do any act or omission in connection with the Grant Agreement Material that is permitted in accordance with this Agreement without infringing any such person's Moral Rights.

19.5 Warranties

The Recipient warrants that:

- (a) it is entitled to use for the Project and for the purposes of meeting its obligations under this Agreement, all Background Intellectual Property and Project Intellectual Property (**Warranted Materials**); and

- (b) it has the right and authority to grant the licence set out in clause 19.3 and obtain the necessary consents and waivers contemplated by clause 19.4, and that the exercise of the Intellectual Property rights in Grant Agreement Material in accordance with this Agreement by the State or its sublicensees will not infringe the Intellectual Property rights (including the moral rights) of any third party.

19.6 Remedy for breach of warranty

If the Recipient breaches either of the warranties in clause 19.5, and as a result of the breach of that warranty, a third party claims the State's use of all or part of the Warranted Materials infringes its Intellectual Property rights, the Recipient must, in addition to its obligations under clause 20 and to any other rights that the State may have against it, promptly, at the Recipient's expense:

- (a) use its best efforts to secure the rights for the State to continue to use the affected Warranted Materials as permitted under this clause 19 free of any claim or liability for infringement; or
- (b) replace or modify the affected Warranted Materials so that the State's use of them as permitted under this clause 19 does not infringe the Intellectual Property rights of any other person without any degradation of the performance or quality of the affected Warranted Materials.

20. Indemnity, warranties and insurance

20.1 Indemnity

- (a) The Recipient indemnifies (and must keep indemnified) the State, and each of its servants, officers, employees, representatives, agents, contractors and advisors (each an **Indemnified Person**) from and against all Losses sustained or incurred by an Indemnified Person and arising out of or as a consequence of:
 - (i) any Claim against an Indemnified Person in relation to any act or omission of the Recipient or a Participating Organisation, or any of their Personnel or other persons acting on their behalf or under their direction or their related bodies corporate in connection with the Grant, this Agreement, the Project or the WWTC;
 - (ii) the exercise by an Indemnified Person of any Intellectual Property right or other rights licensed or granted in accordance with this Agreement, including any Claim brought by a third party against an Indemnified Person that any act in relation to the Grant Agreement Material, Background Intellectual Property or Project Intellectual Property that is permitted under clause 19.3 infringes the Intellectual Property of that third party;
 - (iii) a negligent, reckless, wilful or unlawful act or omission of the Recipient or a Participating Organisation, or any of their Personnel or other persons acting on their behalf or under their direction or their related bodies corporate in the conduct of the Project or the WWTC;
 - (iv) a breach by the Recipient of any obligation under this Agreement; or
 - (v) a breach of any representation or warranty given by the Recipient under this Agreement.
- (b) The Recipient's liability to indemnify an Indemnified Person under this clause 20 will be reduced proportionally to the extent that any negligent, reckless, wilful or unlawful act or omission on the part of that Indemnified Person directly caused the relevant Loss.

- (c) The right of an Indemnified Person to be indemnified under this clause 20 is in addition to, and not exclusive of, any other right, power, or remedy provided by Law, but an Indemnified Person is not entitled to be compensated in excess of the amount of the relevant Loss.

20.2 Consequential loss

Without prejudice to the State's right to recover Grant payments under this Agreement, neither party is liable to the other party under this Agreement at law or otherwise for any kind of indirect or consequential loss or damage nor for any loss of profit, loss of revenue, loss of use, loss of production, business interruption or any other kind of financial or economic loss. This clause does not apply to the unlimited liability of the Recipient in relation to any breach of the warranties in clause 19.5 or under the indemnities in clause 20.1(a).

20.3 Warranties

The Recipient represents and warrants that:

- (a) it has the power and authority to sign this Agreement and to perform its obligations under this Agreement, whether express or implied;
- (b) this Agreement constitutes its legal, valid and binding obligations and is enforceable in accordance with its terms;
- (c) the Authorised Representative(s) are duly authorised to act on behalf of the Recipient for the purposes of this Agreement in the manner contemplated by this Agreement;
- (d) it operates as a business in Victoria, Australia;
- (e) it has a registered Australian Business Number;
- (f) it is not, and has no reason to expect that it might become, the subject of an Insolvency Administration;
- (g) except as otherwise expressly contemplated by this Agreement, it enters into and performs its obligations under this Agreement on its own account and not as trustee for, or nominee or agent of, any other person; and
- (h) neither it nor any of its officers, employees, Participating Organisations or Subcontractors:
 - (i) have been convicted of any offence relating to any applicable occupational health and safety Law; or
 - (ii) have been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence relating to any applicable occupational health and safety Law.

20.4 Insurance

- (a) The Recipient must, at its cost, take out and maintain the insurances set out in item 10 of Schedule 1.
- (b) The Recipient must maintain each such insurance:
 - (i) in the case of insurance issued on a claims made basis, for 7 years after the end of the Term; or
 - (ii) otherwise, until the end of the Term.
- (c) Whenever requested, the Recipient must provide the Department, within 10 Business Days of the request, with a current certificate of currency and any other evidence the Department may reasonably require as evidence that the Recipient has complied with its obligation under this clause 20.4.

21. Confidentiality

21.1 Recipient's obligations of confidentiality

The Recipient must not disclose or permit the disclosure of Confidential Information of the State or any information relating to the Grant (including this Agreement), and will ensure that the Participating Organisations do not disclose such information, except:

- (a) to any Participating Organisation or Subcontractor that has a need to know that Confidential Information for the purposes of performing its role in relation to the Project or the WWTC;
- (b) with the prior written consent of the Department;
- (c) to the extent required by law or by a lawful requirement of any Authority;
- (d) to the extent required in connection with legal proceedings;
- (e) where otherwise permitted under this Agreement; or
- (f) to its legal advisers or accountants or tax advisers in order to obtain advice in relation to its rights under this Agreement or the Project,

and then only to the extent strictly necessary for that purpose.

21.2 Department's obligations of confidentiality

The Department must not disclose or permit the disclosure of Confidential Information of the Recipient, except:

- (a) with the prior written consent of the Recipient;
- (b) where the Confidential Information is shared in accordance with the Knowledge Sharing Plan;
- (c) to the extent required by law or by a lawful requirement of any Authority;
- (d) if required in connection with legal proceedings;
- (e) for public accountability reasons, including (without limitation) a request for information by Parliament, a Parliamentary Committee, the Victorian Ombudsman, the Independent Broad-based Anti-corruption Commission or the Victorian Auditor-General;
- (f) in accordance with any other reporting requirements and policies of the Department;
- (g) where otherwise permitted under this Agreement; or
- (h) to its professional advisers in order to obtain advice in relation to this Agreement, the Project or the WWTC,

and then only to the extent strictly necessary for that purpose.

21.3 Disclosure required by law

Prior to disclosing Confidential Information of the other party under clause 21.1(c) or clause 21.2(c) a party will, if it is able to do so without breaching any law and if time constraints reasonably permit, provide prior notice to the other party and give the other party a reasonable opportunity to object to the disclosure.

21.4 Obligations on disclosure

If a party discloses Confidential Information of the other party under clause 21.1(a), (b), (e) or (f), clause 21.2(a), (g) or (h), the party making the disclosure must ensure that each person to whom the Confidential Information is disclosed is aware of the obligations under this clause 21 and agrees to keep the Confidential Information confidential as if it was bound by the obligations of confidentiality

imposed on the party making the disclosure under this clause 21. Nothing in this clause 21.4 derogates from the Department's obligations under freedom of information or privacy legislation.

22. Conflict of interest

22.1 Warranty

The Recipient warrants that, to the best of its knowledge after making diligent inquiry, at the Commencement Date, no Conflict exists or is likely to arise in the performance of the Recipient's obligations under this Agreement.

22.2 Conflict during the Term

If a Conflict arises during the Term (including through the Recipient's or any Participating Organisation's involvement with the parties or programs, if any, specified in the Project Plan), the Recipient must notify the Department in writing immediately of the Conflict, make full disclosure of all relevant information relating to the Conflict and take such steps as the Department requires to resolve or otherwise deal with the Conflict.

22.3 Failure to resolve Conflict

If the Recipient fails to notify the Department under this clause 22, or is unable or unwilling to resolve or deal with the Conflict as required, the Department may terminate this Agreement in accordance with clause 17.1(b).

23. Delay

- (a) The Recipient must take all reasonable steps to avoid and minimise delay in completion of the Project.
- (b) Without limiting the obligations of the Recipient under clause 7.2, if the Recipient becomes aware that it will be delayed in progressing or completing the Project in accordance with this Agreement, the Recipient must immediately notify the Department in writing of the cause and nature of the delay. The Recipient is to detail in the notice the steps it will take to contain the delay. For the avoidance of doubt, this clause 23 does not entitle the Recipient to an extension of any Project Milestone due date or other due dates under this Agreement.
- (c) If a delay is notified to the Department under clause 23(b), the Department may at its sole option:
 - (i) notify the Recipient in writing of a period of extension to complete the Project and vary this Agreement accordingly;
 - (ii) notify the Recipient in writing of reduction in the scope of the Project and any adjustment to the Grant instalments for the Recipient to complete the reduced Project and vary this Agreement accordingly; or
 - (iii) exercise any rights it may have (including to terminate this Agreement) under clause 17 or otherwise under this Agreement.
- (d) Unless the Department takes action under clause 23(c), the Recipient is required to comply with the time frame for progressing and completing the Project as set out in this Agreement.

24. Dispute

24.1 No court proceedings

If a dispute arises in relation to this Agreement or the Project (**Dispute**), a party must not commence court proceedings or arbitration relating to the Dispute without first complying with this clause 24, except proceedings for urgent interlocutory relief.

24.2 Notice of dispute

A party claiming that a Dispute has arisen may give written notice of the Dispute to the other party.

24.3 Referral to representatives

During the 28 days after a notice is given in accordance with clause 24.2, each party must seek to settle the Dispute by referring the Dispute to a representative with authority to settle the Dispute, in order that those representatives may work together to attempt to settle the Dispute.

24.4 Referral to Chief Representative and Secretary

If the parties' representatives are unable to settle a dispute within seven days of the 28 day period referred to in clause 24.3, the Dispute must be referred:

- (a) in the case of the Recipient – to its Chief Executive Officer or Managing Director or equivalent (or such other senior officer as may be agreed for this purpose with the Department); and
- (b) in the case of the Department – to the Secretary or a Deputy Secretary,

within seven days of the end of that 28 day period. The Recipient's Chief Executive Officer or Managing Director or equivalent (or other agreed senior officer) and the Department's Secretary or Deputy Secretary must meet with each other to seek to resolve the Dispute within 28 days of the last date by which the Dispute must be referred to them under this clause 24.4.

24.5 Referral to further process

If the Dispute is not resolved within a further period of 14 days of the first meeting of the Recipient's Chief Executive Officer or Managing Director or equivalent (or other agreed senior officer) and the Department's Secretary or Deputy Secretary, the parties may agree on a process for resolving the Dispute through other means such as further negotiations, mediation, conciliation or independent expert determination.

24.6 Failure to resolve Dispute

Nothing in this clause prevents either party from seeking resolution by any means of any Dispute that has not been resolved by the dispute resolution process in this clause or otherwise.

24.7 Breach of this clause

Where a party fails to comply with this clause 24 in relation to a Dispute, the other party is not required to comply with this clause 24 in relation to that Dispute.

24.8 Parties to continue to fulfil obligations

The parties must at all times during a Dispute proceed to fulfil their respective obligations under this Agreement.

25. Force majeure

25.1 Force Majeure Event

For the purposes of this clause 25, **Force Majeure Event** means any event or combination of events which:

- (a) is beyond the control of the Recipient; and

- (b) causes a failure to perform or delay in performance by the Recipient of any of its obligations under this Agreement that could not have been prevented or overcome by the Recipient acting in accordance with Good Industry Practice,

and which may include (to the extent that such an event meets the above requirements):

- (c) fire, lightning, explosion, flood, earthquake, storm or any other act of God or force of nature;
- (d) pandemic, epidemic or quarantine;
- (e) civil commotion, sabotage, war, revolution, radioactive contamination, toxic or dangerous chemical contamination;
- (f) strikes, lock-outs, industrial disputes, labour disputes, industrial difficulties, labour difficulties, work bans, blockades or picketing; and
- (g) a delay in obtaining an authorisation not caused by the act or omission of the Recipient,

but does not include:

- (h) strikes and industrial disputes between the Recipient or any Participating Organisation and its employees or subcontractors or their employees specifically employed in relation to the Project or the operation of the WWTC except where any such dispute is part of a wider dispute involving employees of other employers (not being a related entity of the Recipient or the Participating Organisation, as the case may be);
- (i) wet or inclement weather, other than events of the nature contemplated by clause 25.1(c);
- (j) shortages of, delays in delivery of, or an inability to obtain materials, labour or other supplies required for the Project or the operation of the WWTC where the Recipient has failed to use its best endeavours to overcome such shortages;
- (k) the inability of the Recipient, for whatever reason, to pay money it is obliged to pay;
- (l) a delay in obtaining an authorisation caused by the act or omission of the Recipient; or
- (m) any change in Law.

25.2 Recipient must notify

If a Force Majeure Event occurs the Recipient must promptly notify (and in any event, not later than 20 Business Days following the date on which the Recipient first became aware of the occurrence of that event) the Department of the event, providing details of the event, any obligations affected, the action being taken to mitigate the situation and the likely duration of the delay.

25.3 Suspension of obligations

- (a) Subject to clause 25.3(c), any obligation of the Recipient (other than an obligation specified in clause 4) is suspended, to the extent the Force Majeure Event directly prevents the Recipient from performing that obligation, by a period equal to the delay caused by the Force Majeure Event notified to the Department under clause 25.2 to the Recipient performing that obligation.
- (b) The Recipient must use its best endeavours to remedy and mitigate the effects of the Force Majeure Event, including by, at a minimum:
 - (i) carrying out each action specified in the Risk Register as a mitigation action required to be undertaken by the Recipient in response to a risk that has arisen or may arise in connection with the Force Majeure Event;
 - (ii) doing anything else reasonably possible (including implementing any appropriate temporary or workaround measures that are reasonably acceptable to the

Department) to cure, avoid or minimise the effects of the Force Majeure Event on its performance of its obligations under this Agreement with a view to achieving compliance with all of its obligations under this Agreement to the maximum extent reasonably possible; and

- (iii) complying with any other reasonable direction or requirement of the Department in relation to remedying or mitigating the effects of the Force Majeure Event.
- (c) The Recipient will not be entitled to relief pursuant to clause 25.3(a) to the extent that it would not have been prevented from or delayed in complying with the relevant obligation if it had complied with clause 25.3(b).
- (d) Any relief provided to the Recipient pursuant to clause 25.3(a) with respect to any of the Recipient's obligations under clause 16 does not have the effect of relieving the Recipient of any of its other obligations under this Agreement.

25.4 Termination

If a Force Majeure Event continues for greater than 180 days in aggregate, the Department may immediately terminate this Agreement by notice in writing to the Recipient.

25.5 Cessation of Force Majeure Event

- (a) Subject to the Department exercising its rights under clause 25.4, the period of any Force Majeure Event and any associated relief provided under clause 25.3 ends immediately on the date on which the consequences of the Force Majeure Event cease.
- (b) The Recipient must promptly notify the State when a Force Majeure Event or the consequences of the Force Majeure Event cease, and the earliest date on which it is able to recommence work on the Project.

25.6 Impact on Project Milestones

If a Force Majeure Event notified to the Department under clause 25.2 causes any delay in the achievement of a Project Milestone, the Department may at its sole option (and without limiting its rights under clause 25.4 or any other provision of this Agreement):

- (a) notify the Recipient in writing of a period of extension to complete the Project and vary this Agreement and the timing for achievement of Project Milestones and any associated Grant instalments accordingly; or
- (b) notify the Recipient in writing of reduction in the scope of the Project and any adjustment to the Grant instalments for the Recipient to complete the reduced Project and vary this Agreement accordingly.

25.7 Pre-existing Force Majeure Event

The Recipient acknowledges and agrees that as at the Commencement Date it is not aware of any event, combination of events or circumstance that constitutes a Force Majeure Event.

26. Personal Information

Without limiting clause 28.2, the Recipient must ensure that any collection notices and other disclosures are provided to, and any consents are obtained from, individuals whose Personal Information is collected in the course of the conduct of the Project or the operation of the WWTC as required in order for:

- (a) the Recipient to disclose that Personal Information to the Department, if such Personal Information is, or is to be, disclosed to the Department (including in any Project Plan,

Business Plan, or report submitted to the Department, or as contemplated by the Knowledge Sharing Plan); and

- (b) the Department to collect, use, disclose and otherwise process that Personal Information for the purposes of its functions and activities in accordance with its privacy policy from time to time, without contravening the *Privacy and Data Protection Act 2014* (Vic) or infringing any rights that the affected individuals may have in relation to that Personal Information.

27. Notices

27.1 Service of notices

- (a) Subject to clause 27.1(b), any notice, demand, consent, approval or communication required by or permitted under this Agreement will be deemed to be duly served if:
 - (i) it is in writing, in English and signed by a person duly authorised by the sender; and
 - (ii) hand delivered or sent by prepaid priority post, reputable courier service or email to the recipient's address for notices specified at the beginning of this Agreement, as varied by any notice given by the recipient to the sender.
- (b) The Recipient must provide a copy of any proposed public statement, communication or media release under clause 13.2(b) to the Deputy Secretary of Energy by delivering it to the address for the Department specified at the beginning of this Agreement (addressed with attention to the person specified below that address) as well as serving a copy in accordance with clause 27.1(a).

27.2 Methods of service

Notices delivered in accordance with clause 27.2 take effect when taken to be duly served and received, and will be deemed to be duly served and received:

- (a) in the case of delivery by hand, at the time of delivery;
- (b) in the case of prepaid mail, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);;
- and
- (c) if sent by courier, on a representative of the recipient signing an acknowledgment of receipt; or
- (d) in the case of email, when the sender's system registers that the email has passed the internet gateway of the sender's system (provided that the message is correctly addressed and no delivery failure is received by the sender within one hour of sending).

28. Miscellaneous

28.1 Governing law and jurisdiction

This Agreement is governed by the laws of the State of Victoria. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

28.2 Equal opportunity, anti-discrimination and privacy legislation

The Recipient must comply with the provisions of all applicable Commonwealth and State privacy, anti-discrimination and equal opportunity legislation.

28.3 Negation of partnership and agency

The Recipient will not, by virtue of this Agreement, or for any purpose, be deemed to be a partner or agent of the State or as having any power or authority to bind or represent the State, and must not represent that it has any such authority.

28.4 Joint and several obligations

If the Recipient consists of two or more parties, this Agreement binds each of them jointly and severally.

28.5 Assignment

The Recipient must not assign or otherwise deal with this Agreement or any right under it without the prior written consent of the Department (acting reasonably).

28.6 Subcontracting

- (a) The Recipient remains fully responsible for the performance of all of its obligations under this Agreement and for all costs incurred with respect to its Subcontractors and is liable for acts and omissions of its Subcontractors as though they were actions of the Recipient itself.
- (b) The Recipient must ensure that any Subcontractor complies with the following clauses to the same extent that the Recipient is required to comply with such clauses, each to the extent relevant to the Subcontractor's role in the Project and the operation of the WWTC:
 - (i) clause 7.1(a) (Recipient to conduct Project);
 - (ii) clause 8.2(a) (Operation of the WWTC);
 - (iii) clauses 13.2(b) Publicity and promotion);
 - (iv) clause 15 (Records audit and inspection);
 - (v) clause 17.1(k) (Compliance with undertakings and deterioration in financial circumstances)
 - (vi) clause 18(b) (Liability);
 - (vii) clause 19 (Intellectual Property);
 - (viii) clause 20.1 (Indemnity);
 - (ix) clause 20.4 (Insurance);
 - (x) clause 21 (Confidentiality);
 - (xi) clause 22 (Conflict of interest);
 - (xii) clause 26 (Personal Information); and
 - (xiii) clause 28.2 (Equal opportunity, anti-discrimination and privacy legislation).

28.7 Severance

If the whole or any part of a provision of this Agreement is or becomes void, invalid or unenforceable under the law of any jurisdiction, it is severed in that jurisdiction to the extent that it is invalid or unenforceable and whether it is in severable terms or not. The remaining provisions or parts of the provisions of this Agreement continue in force.

28.8 Entire agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes any prior communication, negotiation, arrangement, understanding and agreement, whether oral or written or express or implied, between the parties in connection with that subject matter.

28.9 Counterparts

This Agreement may be executed electronically and in any number of counterparts. Each counterpart constitutes an original of this document and each signature appearing on a counterpart constitutes an original signature, all of which together constitute one instrument.

28.10 Variation

No agreement or understanding varying or extending this Agreement will be legally binding upon either party unless it is in writing and signed by both parties.

28.11 Waiver

A party does not waive a right, power or remedy if it fails to exercise or delays exercising a right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

28.12 Further action

Each party must use reasonable efforts to do all things necessary or desirable to give full effect to this Agreement.

28.13 Costs

Each party must pay its own costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement and any instrument or other document executed to give effect to any provisions of this Agreement.

28.14 Stamp duty

The Recipient must pay any stamp duty and any other tax or impost which may be payable in connection with the Grant, this Agreement, the Project or the WWTC.

28.15 Survival

Each of clauses 1, 5.3, 9.1(b), 9.4, 13, 14.3, 14.4, 14.5, 15, 17.1, 17.3, 18, 19, 20, 21, 22, 24, 27, 28.1, 28.3, 28.4, 28.5, 28.6, 28.7, 28.8, 28.9, 28.10, 28.11, 28.12, 28.14 and this clause 28.15 survive termination or expiry of this Agreement.

Signing page

EXECUTED as an agreement.

Signed by [insert name and title of person signing on behalf of the Department] of the Department of Energy, Environment and Climate Action, for and on behalf of the Crown in right of the State of Victoria in the presence of

[Insert Name of person signing]

Date

Signature of witness

Name of witness (print)

[Select relevant option according to legal status of Recipient]

[Option A - Company]

Executed in accordance with section 127 of the *Corporations Act 2001* (Cth) by [**insert Recipient name**]

Signature of director

Signature of director/secretary

Name of director (print)

Name of director/secretary (print)

[Option B – Sole Director]

Executed in accordance with section 127 of the *Corporations Act 2001* by [**insert Recipient name**] in the presence of:

Signature of sole director and sole secretary

Signature of witness

Name of sole director and sole secretary (print)

Name of witness (print)

[Option C – Owners Corporation – see sections 10, 19-21 of the Owners Corporations Act 2006 (Vic)]

The common seal of **[insert Recipient name]** is fixed to this document in accordance with its constitution in the presence of

Signature of witness one

Signature of witness two

Name of witness one (print)

Name of witness two (print)

Address of witness one (print)

Address of witness two (print)

Position of witness one (print)

Position of witness two (print)

[Option D – Incorporated Association]

Executed by **[insert name of signatory]** as authorised representative of **[insert Recipient name]** in the presence of:

Authorised Representative

Witness

Print Name

Print Name

Print Position

[Option E – Co-operative]

Executed in accordance with section 49 of the Co-operatives National Law by **[insert Recipient name]**

Signature of director

Signature of director/secretary

Name of director (print)

Name of director/secretary (print)

[Option F – TAFE]

Executed by **[insert Recipient name]** by its
duly authorised delegate in the presence of:

Signature of authorised delegate

Signature of witness

Name of authorised delegate

Name of witness

Position held by authorised delegate

Schedule 1 – Project Particulars

1.	Project summary	Insert a short paragraph outlining the Project objectives
2.	Grant (Clause 3.1)	<p>\$[<i>insert grant amount</i>] (excluding GST)</p> <p><i>Note: the Grant amount is awarded for the completion of eligible Project activities and for Eligible Project Expenditure and may, depending on the evidence and other deliverables provided by the Recipient in meeting the Project Milestones set out in Schedule 2, be adjusted by the Department in accordance with the terms of this Agreement (see, e.g., clauses 3.1(d), 3.1(e), 5.2 and 17.1).</i></p>
3.	Recipient Co-funding Amount	<p>\$[<i>insert Recipient co-funding amount</i>] (excluding GST)</p> <p><i>Note: this co-funding amount is intended to count cash contributions from the Recipient itself only. Third-party cash contributions should be separately identified in item 4 below.</i></p>
4.	Third Party Co-funding Amount (Clause 5.2(c))	<p>\$[<i>insert third party co-funding amount</i>] (excluding GST)</p> <p><i>Note: this co-funding amount is intended to count cash contributions from third parties only. Cash contributions from the Recipient should be separately identified in item 3 above.</i></p>
5.	Authorised Representative(s) (Clauses 7.2, 14.5 and 20.3(c))	<p><i>Complete for up to two officers or employees who are duly authorised to act on behalf of the Recipient for the purposes of this Agreement.</i></p> <p>Name:</p> <p>Title:</p> <p>Email:</p> <p>Phone:</p> <p>Name:</p> <p>Title:</p> <p>Email:</p> <p>Phone:</p>
6.	DEECA contact	<p>Name:</p> <p>Title:</p> <p>Email:</p> <p>Phone:</p>

7.	Maintenance Period (Clause 9.1(b))	The period commencing on the Commencement Date and ending 10 years after the end of the Term.
8.	Regulatory Approvals (Clause 4.1(d))	<i>Insert details of required approvals. If none insert 'Not Applicable'.</i>
9.	Participating Organisations (Clause 12)	<i>Insert full corporate name, address and ABN of each Participating Organisation i.e. each member of the consortium listed in the application form.</i> <i>If there is no Participating Organisation for the Project, insert 'Not Applicable'.</i>
10.	Insurance (clause 20.4)	<ul style="list-style-type: none"> (a) public liability insurance for an amount of at least \$20 million per claim; (b) professional indemnity insurance for an amount of at least \$10 million per claim; (c) all risks property insurance to protect against loss or damage to the Assets or the relevant Project site(s) for an amount of not less than the full replacement value of the Assets; and (d) insurance which fully indemnifies the State against any Loss arising due to the fraudulent misappropriation of any Grant monies paid under this Agreement, to the value of the full Grant amount.

Schedule 2 — Milestone Schedule

Project Milestones are achievements of significant steps in the project, usually the completion of important deliverables. Please note that a Progress Report is required at each Project Milestone, with a Final Report to be submitted at the last Project Milestone.

[Insert as many milestones as required. The pre-filled items are mandatory DEECA deliverables.] [Note to grant applicants: Milestone Schedule to be updated based on any additional milestones or deliverables set out in the application.]

Project Milestone #	Deliverables	Due date	Grant amount (ex. GST)
MILESTONE 1	Progress Report – see Schedule 4, Template 1 Knowledge Sharing Plan Copy of Industry Capability Network Victoria (ICN) letter to DEECA <i>[Insert more project deliverables]</i>	<i>[DD-MM-YYYY]</i>	\$ <i>[insert instalment]</i>
MILESTONE 2	Progress Report – see Schedule 4, Template 1 Updated Budget (as referred to in Schedule 4, Template 1 as a required attachment to the Progress Report) <i>[Insert more project deliverables]</i>	<i>[DD-MM-YYYY]</i>	\$ <i>[insert instalment]</i>
MILESTONE 3	Progress Report – see Schedule 4, Template 1 Updated Budget (as referred to in Schedule 4, Template 1 as a required attachment to the Progress Report) Business Plan <i>[Insert more project deliverables]</i>	<i>[DD-MM-YYYY]</i>	\$ <i>[insert instalment]</i>
MILESTONE 4	Progress Report – see Schedule 4, Template 1 Updated Budget (as referred to in Schedule 4, Template 1 as a required attachment to the Progress Report) <i>[Insert more project deliverables]</i>	<i>[DD-MM-YYYY]</i>	\$ <i>[insert instalment]</i>
MILESTONE 5	Progress Report – see Schedule 4, Template 1	<i>[DD-MM-YYYY]</i>	

	Updated Budget (as referred to in Schedule 4, Template 1 as a required attachment to the Progress Report) <i>[Insert more project deliverables]</i>		
MILESTONE 6 (FINAL GRANT MILESTONE)	Final Report – see Schedule 4, Template 3 Final Budget Audit Opinion – see Schedule 3 Business Plan WWTC Operation Report – see Schedule 4, Template 4 <i>[Insert more project deliverables]</i>	<i>[DD-MM-YYYY]</i>	\$ <i>[insert instalment]</i>
MILESTONE 7	WWTC Operation Report – see Schedule 4, Template 4	<i>[DD-MM-YYYY]</i> <i>[Note to grant applicants: Date will be 6 months after the final Grant Milestone.]</i>	Nil
MILESTONE 8	WWTC Operation Report – see Schedule 4, Template 4	<i>[DD-MM-YYYY]</i> <i>[Note to grant applicants: Date will be 12 months after the final Grant Milestone.]</i>	Nil
MILESTONE 9	WWTC Operation Report – see Schedule 4, Template 4	<i>[DD-MM-YYYY]</i> <i>[Note to grant applicants: Date will be 24 months after the final Grant Milestone.]</i>	Nil
MILESTONE 10	WWTC Operation Report – see Schedule 4, Template 4	<i>[DD-MM-YYYY]</i>	Nil

		<i>[Note to grant applicants: Date will be 36 months after the final Grant Milestone.]</i>	
		Total	\$ [insert total amount]

Schedule 3 – Audit Opinion

Audit Opinion

(To be prepared on the letterhead of the Accounting firm)

Executive Director Consumer Community and First Peoples Energy Transition
8 Nicholson Street
EAST MELBOURNE VIC 3022

[Insert full legal name of the Recipient]

This Audit Opinion is prepared for the purposes of the Grant Agreement dated (the **Agreement**) between the State of Victoria and *[insert]* (the **Recipient**).

Scope

We have conducted an independent audit in accordance with Australian Auditing Standards of the *[attached insert description of relevant Recipient document audited – may be statement by Recipient's chief financial officer]* provided by the Recipient which specifies an amount of of 'Eligible Project Expenditure' (as defined in the Agreement) on the Project, in order to express an opinion on it for the purposes of the Agreement.

Our audit involved an examination, on a test basis, of evidence supporting the amount of expenditure incurred. This included an examination of the Recipient's financial records and receipts, and an evaluation of the policies and procedures used to calculate the expenditure on the Project. These procedures have been undertaken to form an opinion as to whether the methodology used to calculate the expenditure on the Project is in accordance with the Agreement, and that the figure stated is true and fair.

This Audit Opinion expressed in this report has been formed on the above basis.

Audit Opinion

We confirm that in our opinion, the Recipient, has incurred \$..... of Eligible Project Expenditure on the Project as defined in the Agreement.

.....

Name of the Accounting Firm

.....(Signed)

Schedule 4 – Reports

REPORTING REQUIREMENTS

The Recipient must provide the following reports to the Department:

1. Progress Report

Progress Reports in relation to the Project must be provided in accordance with Template 1 of Schedule 4 and the timing set out in clause 14.1.

Schedule 4, Template 1 – Progress Report

Progress Report – Milestone *[insert number]*

Each Progress Report must refer to the activities outlined in your Funding Agreement under the Project Plan and Milestone Schedule (Schedule 2).

All information in this Progress Report is classified as confidential, unless otherwise requested by the Department.

Reporting period			
<i>From DD/MM/YYYY to DD/MM/YYYY</i>			
Recipient name			
<i>Insert your Organisation's name.</i>			
Project name			
<i>Insert the title of your Project as per the Funding Agreement</i>			
Project description			
<i>Insert a short summary of the overall objectives of your Project (Note: this should be extracted from Schedule 1 of your Funding Agreement and will only need to be amended if the Funding Agreement is varied.</i>			
Current Project Milestone progress			
<i>Insert a short summary of the latest activities and achievements for this Project Milestone.</i>			
Next Project Milestone outlook			
<i>Insert a short outlook for the upcoming Project Milestone.</i>			
Issues and Risks			
<u>Issues:</u> <i>Insert any resolved, present or emerging issues that have occurred during this Project Milestone and the steps you have taken to resolve them.</i>			
<u>Risks:</u> <i>Have you identified any new risks arising from these issues? If so, they will need to be added to the Risk Register, including the steps you have taken, or will take, to mitigate them.</i> <i>If there are any new risks, or changes to existing risks, please update the Risk Register in accordance with the process in the Funding Agreement.</i>			
Budget			
<i>Please attach an updated Budget (using the template approved by the Department).</i> <i>If there has been any underspend or overspend in your actual expenditure versus your originally forecast expenditure in the Funding Agreement, please provide a short explanation here as to what the changes were and why they occurred.</i>			
<table><tr><td>Project income</td><td>Amount (ex GST)</td><td>Comment</td></tr></table>	Project income	Amount (ex GST)	Comment
Project income	Amount (ex GST)	Comment	

Forecast total income up to this milestone date	\$	
Project expenditure	Amount (ex GST)	Comment
Actual funds spent up to this milestone date	\$	

Additional comments (optional)
<i>Include any additional information if required.</i>
Meeting minutes
<i>Please insert or attach notes from the latest progress meeting with the Department relating to this Project Milestone reporting period. Include details such as date, attendees, discussion points, and agreed actions.</i>
Supporting documentation
<i>Insert list of attachments you intend to submit with this Progress Report. E.g.</i> <ul style="list-style-type: none"> • <i>M2-Progress-meeting-minutes-20-03-24</i> • <i>M2-Risk-Register-v2- 20-03-24</i>
Signature
<p>The contents of this Progress Report, including all attachments, are true and correct in every particular to the best of my knowledge after having made all due enquiries.</p> <p>Signed:</p> <p>Name of authorised representative [print]:</p> <p>Date:</p>

End of template

2. Ad hoc reports

Throughout the Grant Period, the Recipient must also provide to the Department, within 10 Business Days of the Department's request, with other ad hoc reports that the Department requires, concerning:

- any significant developments concerning the Project; and
- any significant delays or difficulties encountered in performing the Project in accordance with this Funding Agreement.

The Recipient must refer to clause 14.2 and use *Schedule 4*, Template 2 to provide the Ad hoc Report.

Schedule 4, Template 2 – Ad hoc Report

Each Ad hoc Report must refer to activities in the Project Plan, Schedule 2 (Milestone Schedule) and Schedule 4 (Reports).

<i>[Recipient]</i>	<i>[Project title]</i>
1. Issue or development [max 200 words]	
<ul style="list-style-type: none">• <i>State the issue or development and how it impacts your project.</i>	
2. Mitigation [max 300 words]	
<ul style="list-style-type: none">• <i>Describe how you will manage the issue or development.</i>	
3. Signature	
The contents of this Ad hoc Report, including all attachments, are true and correct in every particular to the best of my knowledge after having made all due enquiries.	
Signed	
Name of authorised representative (print).....	
Organisation & Position.....	
Date	
Supporting documentation [if applicable]	
<i>Example: Attachment 1– Risk Register</i>	

Schedule 4, Template 3 – Final Report

A Project Final Report must be provided in accordance with the timing and requirements set out in clause 14.3. **14.3**

The Final Report will be made publicly available.

Confidential Information:

- relating to the delivery of the Project should be clearly identified in the Final Report provided to the Department as an appropriately identified confidential appendix or as a separate confidential version of the Final Report
- if requested, information on The Wind Worker Training Centre (The Worker Training Centre) will be treated as commercial in confidence, however de-identified information such as student data may be made public.

The Final Report **must** include:

1. Executive summary
2. Project title and short description
3. Name of the Recipient and clearly identified consortium members and subcontractors
4. Details of any publications, including:
 - a. reports
 - b. promotional material
 - c. media publicity
 - d. pamphlets or
 - e. documentation relevant to the Project
 - f. Conclusions and recommendations arising from the Project
5. Description and analysis of the Project, including:
 - a. evidence that the Project has been completed and Milestones have been achieved
 - b. details of the extent to which the Project achieved the outcomes
 - c. any highlights, achievements or challenges encountered as part of the Project
7. Project performance details, including:
 - a. operational financial information
 - b. number of trainers trained
 - c. number of courses developed
 - d. number of courses available
 - e. the total number of courses delivered and the number of students who successfully completed each course
 - f. course information including:
 - i. course information and accreditation or industry recognition details
 - ii. duration
 - iii. location and method of delivery
 - iv. how courses align to industry need or identified skills gap
 - v. number of students enrolled in courses including demographic breakdown
 - vi. number of students who have completed courses including demographic breakdown
 - vii. programs or incentives specifically targeted at workers who experience marginalisation including First Peoples
 - viii. student satisfaction data

The Final Report **must also include** (but is not limited to) the following reporting details where relevant.

1. Findings, outcomes and learnings relating to barriers/risks referenced in the application and throughout the project, including:
 - a. lessons learnt from achieving the project outcomes, e.g. student uptake, workforce modelling, skills gap reduction, industry partnership
 - b. personnel (trainers etc) upskilling and gaps in required skill sets
 - c. course development/final curriculum and gaps in required skills sets needed particularly around flexibility and agility
 - d. Marketing and stakeholder engagement – insights and barriers to uptake
 - e. responsiveness to industry needs
 - f. developments of the wind sector and upcoming workforce needs
 - g. agreements and other approvals (including course development and accreditation pathways)
 - h. regulatory and planning barriers/delays
 - i. job creation and evaluation of economic and environmental benefits
 - j. assessment of project contribution towards reaching a net-zero target
 - k. views on policy opportunities, impacts of new/changed policies, policy barriers to uptake of courses/training
 - l. why the project is important and what comes next in terms of scalability beyond the current contract
 - m. working with other organisations (both nationally and internationally) to avoid duplication and build peer to peer networks
2. General project information, including but not limited to:
 - a. overview of the business model
 - b. ownership model
 - c. community engagement and community benefits (engagement activities, outcomes, economic and other benefits)
 - d. project performance
 - e. how the consortium worked together
 - f. awareness raising of the Worker Training Centre offerings and careers in the energy sector
3. Analysis of project performance based upon data and knowledge available at the time of the report. This may include, but is not limited to:
 - a. industry response
 - b. addressing the skills gap
 - c. number of students who went on to gain employment or promotion following completion of a course
 - d. implications for future workforce modelling
 - e. wind sector development
 - f. public awareness of jobs in the wind sector
 - g. sustainability of the Worker Training Centre

4. Other Project details as requested by the Department in writing.

Schedule 4, Template 4 – Wind Worker Training Centre Operation Report

The Wind Worker Training Centre (The Worker Training Centre) Operation Report must be provided in accordance with the timing set out in Schedule 2.

The Worker Training Centre Operation Report (the report) will be made publicly available.

Confidential information relating to The Worker Training Centre project:

- should be clearly identified in the report provided to the Department as an appropriately identified confidential appendix or as a separate confidential version.
- if requested, information on The Worker Training Centre will be treated as commercial in confidence, however de-identified information such as student data may be made public.

Each report must describe the performance of The Worker Training Centre and all benefits arising from its operation that have occurred within the current reporting period.

The requirements of the report are outlined below. The report **must** include:

1. Executive summary
2. Project title and short description.
3. Name of the Recipient and clearly identified consortium members and subcontractors
4. Description and analysis of the Worker Training Centre operations, including the following performance details:
 - a. operational financial information
 - b. number of trainers trained
 - c. number of courses developed
 - d. number of courses available
 - e. the total number of courses delivered and the number of students who successfully completed each course
 - f. course information including:
 - i. course information and accreditation/recognition details
 - ii. length
 - iii. location and method of delivery
 - iv. how courses align to industry need or identified skills gap
 - v. number of students enrolled in courses including demographic breakdown
 - vi. number of students who have completed courses including demographic breakdown
 - vii. programs or incentives specifically targeted at workers who experience marginalisation including First Peoples'
 - viii. student satisfaction data

The Operation Report **must also include** (but is not limited to) the following reporting details:

1. Course development and delivery: Coordinated, Innovative and flexible approach to addressing the skills gap:
 - relationship with industry – involvement and contribution to course development and delivery
 - how the Worker Training Centre continues to address the skills gap
 - number of students who went on to gain employment or promotion following completion of a course
 - how the Worker Training Centre raises public awareness of jobs in the wind sector

- risks or opportunities for the sustainability of the Worker Training Centre
2. Supporting cohorts who experience marginalisation:
 - marketing and stakeholder engagement, including insights and barriers to uptake.
 - training undertaken to support cohorts who experience marginalisation including diversity and inclusion.
 3. First People benefits:
 - number of First Peoples' enrolled
 - number of First Peoples' who complete courses
 - marketing and stakeholder engagement, including insights and barriers to uptake
 - training undertaken to support First Peoples'
 - number of First Peoples business procured for work, including type of work conducted.
 4. Local benefits:
 - job creation and evaluation of economic and environmental benefits
 - community engagement and community benefits (engagement activities, outcomes, economic and other benefits)
 - public awareness of jobs in the wind sector
 5. Financial:
 - actual return on investment during operating period
 - forecast revenues for the next reporting period including source of these revenue projections
 - support or funding allocated to support cohorts who experience marginalisation, including First Peoples
 6. Future focus – including risks and opportunities:
 - identification of new courses needed to address a newly identified skills gap
 - implications for future workforce modelling
 - any wind sector development and implications for the Worker Training Centre
 - Any identified risk or opportunities for the Worker Training Centre