

# PROJECT AGREEMENT FOR LIGHTING AT MANUKA OVAL

Council of  
Australian  
Governments



An agreement between  
the Commonwealth of Australia and  
the Australian Capital Territory

The output of this project will be the upgrade of the lighting at Manuka Oval in Canberra.

# Project Agreement for lighting at Manuka Oval

## INTERGOVERNMENTAL AGREEMENT ON FEDERAL FINANCIAL RELATIONS

### PRELIMINARIES

1. This Project Agreement (the Agreement) is created subject to the provisions of the Intergovernmental Agreement on Federal Financial Relations and should be read in conjunction with that Agreement and its Schedules, which provide information in relation to performance reporting and payment arrangements under the Intergovernmental Agreement on Federal Financial Relations.
2. This Agreement will support the delivery of upgraded lighting at Manuka Oval. The project is scheduled for completion by June 2013.
3. This Agreement constitutes the entire agreement for this project.

### PART 1 – FORMALITIES

#### Parties to this Agreement

4. This Agreement is between the Commonwealth of Australia (the Commonwealth) and the Australian Capital Territory.

#### Term of the Agreement

5. This Agreement will commence as soon as the Commonwealth, as represented by the Minister for Sport, and the Australian Capital Territory, as represented by the Minister for Sport and Recreation, signs the Agreement and will expire on 31 December 2013 or on completion of the project, including acceptance of final performance reporting and processing of final payments against milestones, unless terminated earlier or extended as agreed in writing by the Parties.

### PART 2 – PROJECT OUTPUT(S)

#### Output(s)

6. The output of this Agreement will be the upgrade of lighting at Manuka Oval in Canberra. This development will include the installation of a minimum of four light towers capable of producing lux levels that will meet high definition broadcast standards for both elite level Australian Rules Football and Cricket.

## PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

### Role of the Commonwealth

7. The Commonwealth will be responsible for:
  - (a) monitoring and assessing achievement against milestones in the delivery of the Manuka Oval lighting upgrade under this Agreement to ensure that outputs are delivered within the agreed timeframe;
  - (b) providing a consequent financial contribution to the Australian Capital Territory to support the implementation of this Agreement;
  - (c) in accordance with the *Building and Construction Industry Improvement Act 2005*, ensuring that financial contributions to a building project or projects as defined under the Building and Construction Industry (Accreditation Scheme) Regulations 2005, are only made where a builder or builders accredited under the Australian Government Building and Construction Occupational Health and Safety Accreditation Scheme is contracted; and
  - (d) ensuring that compliance with the National Code of Practice for the Construction Industry and the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry is a condition of Australian Government funding.

### Role of the Territory

8. The Australian Capital Territory will be responsible for:
  - (a) providing a financial and in kind contribution to support the implementation of this Agreement;
  - (b) all aspects of delivering on the project outputs set out in this Agreement;
  - (c) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments;
  - (d) ensuring that only a builder or builders accredited under the Australian Government Building and Construction Occupational Health and Safety Accreditation Scheme is contracted, and providing the necessary assurances to the Commonwealth; and
  - (e) ensuring that compliance with the National Code of Practice for the Construction Industry and the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry, is made a condition of tender for all contractors and subcontractors who tender for the work, and providing the necessary assurances to the Commonwealth.

### Shared roles

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

## PART 4 – PROJECT MILESTONES, REPORTING AND PAYMENTS

10. The following table summarises the milestones for the project, their relationship to the outputs, expected completion dates, relevant reporting dates and expected payments to be made, once a report certifying that milestones have been met is received and accepted.

Table 1: Milestones, reporting and payment summary

Output	Milestone(s)	Date due	Relevant Report due	Payment
	Design contract awarded	28/05/2012	31/05/2012	\$2.50m
	Detailed design completed and contract awarded for construction of lights	30/10/2012	30/11/2012	\$0.00m
	Construction commenced with all equipment orders confirmed	01/02/2013	01/03/2013	\$0.00m
	Construction complete and certificate of occupancy issued	30/06/2013	30/07/2013	\$0.00m

### Reporting arrangements

11. The Australian Capital Territory will provide performance reports in accordance with the above table during the operation of the Agreement. Each performance report is to contain the following information:
- a description of actual performance in the period to date against the project milestones;
  - details of any matter(s) that have arisen which could adversely impact on the delivery of the output, and how it is proposed to resolve this/these matter(s); and
  - promotional activities undertaken in relation to, and media coverage of, the project during the reporting period and any promotional opportunities expected to arise during the next reporting period.
12. The Australian Capital Territory will also prepare a final Project Report within 90 days on the completion of the project agreed under the Project Agreement. The Project Report will be a stand-alone document that can be used for public information dissemination purposes. The final Project Report will:
- describe the conduct, benefits and outcomes of the Project;
  - evaluate the Project from the responsible Party's perspective, including assessing the extent to which the project milestones have been achieved and why any aspect was not achieved; and

- (c) include a discussion of any other matters relating to the project, limited to the minimum necessary for the effective assessment of performance and agreed between the Commonwealth and the Australian Capital Territory, at least 60 days before it is due.

## PART 5 – FINANCIAL ARRANGEMENTS

13. The Commonwealth will provide a total financial contribution to the Australian Capital Territory of \$2.5m in respect of this Agreement. All payments are GST exclusive.
14. The Commonwealth's funding contribution will not be reduced where the Australian Capital Territory secures funding from other activity partners through innovative and collaborative partnerships.
15. The Commonwealth's and the Australian Capital Territory's estimated financial contribution to the operation of this Agreement, including through National Partnership payments to the Australian Capital Territory paid in accordance with *Schedule D – Payment Arrangements* of the Intergovernmental Agreement on Federal Financial Relations, are shown in Table 2.

Table 2: Estimated financial contributions

(\$ million)	2011-12	2012-13	Total
Estimated total budget	3.25	4.50	7.75
Less estimated National Partnership Payments	2.50	0.00	2.50
Balance of non-Commonwealth contributions	0.75	4.50	5.25

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

## PART 6 – GOVERNANCE ARRANGEMENTS

### Enforceability of the Agreement

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

### Variation of the Agreement

18. The Agreement may be amended at any time by agreement in writing by both Parties.
19. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying the other Party in writing.

### Delegations

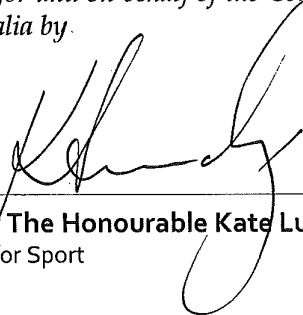
20. The Commonwealth Minister may delegate the assessment of performance against milestones and the authorisation of related project payments to senior Commonwealth officials, having regard to the financial and policy risks associated with those payments.

## Dispute resolution

21. Any Party may give notice to other Parties of a dispute under this Agreement.
22. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
23. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers and if necessary, the relevant Standing Council.
24. If a dispute cannot be resolved by the relevant Ministers, it may be referred by a Party to COAG for consideration.

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

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



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**Senator The Honourable Kate Lundy**  
Minister for Sport

Date.....22.5.12......

*Signed for and on behalf of the  
Australian Capital Territory by*

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**The Honourable Andrew Barr MLA**  
Minister for Sport and Recreation

Date.....

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Minister for Sport

Date.....

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**The Honourable Andrew Barr MLA**  
Minister for Sport and Recreation

Date 31.5.2012.....