

**NATIONAL PARTNERSHIP AGREEMENT ON
IMPLEMENTATION OF THE NATION BUILDING PROGRAM
IN NEW SOUTH WALES, 2009-2014**

AN AGREEMENT BETWEEN

THE COMMONWEALTH OF AUSTRALIA

AND

THE STATE OF NEW SOUTH WALES

This Memorandum of Understanding provides the basis for a collaborative partnership approach between the Commonwealth and New South Wales for implementing projects in the Nation Building Program funded under Part 3 of the *AusLink (National Land Transport) Act 2005* (the 'Act') to develop the National Land Transport Network in New South Wales. It also applies to projects funded under Parts 4 and 6 of the Act where payment is made directly to New South Wales.

This Memorandum of Understanding will apply from the date of execution to 30 June 2014.

PRELIMINARIES

1. The Australian Transport Council's Vision for Australia's Transport Future¹ is:

Australia requires a safe, secure, efficient, reliable and integrated national transport system that supports and enhances our nation's economic development and social and environmental well-being.

2. A significant part of realising this vision lies in the implementation of the Nation Building Program.

3. The Nation Building Program provides funding under Part 3 of the 'Act' for projects on the National Land Transport Network, which is a single defined network comprising nationally important land transport links. The Nation Building Program also provides funding for projects under Part 4 and Part 6 of the 'Act' where that funding is directly to New South Wales. The Nation Building Program sets out Commonwealth investment priorities. Many of the Commonwealth's investment priorities closely reflect State and Territory priorities and interests. It is the Commonwealth and State and Territory Governments' joint responsibility to ensure that the Nation Building Program can effectively address the following:

- 3.1 effective and safe operation of the National Land Transport Network through integration of transport and land use planning at a network level; and
- 3.2 supply chain and urban transport priorities.

4. The delivery of the Nation Building Program is implemented cooperatively by the Commonwealth and New South Wales in accordance with:

- 4.1 provisions of the *AusLink (National Land Transport) Act 2005* (the 'Act');
- 4.2 this Memorandum of Understanding (MOU); and
- 4.3 the *Notes on Administration for the National Partnership Agreement on Implementation of the Nation Building Program* (Notes on Administration) issued from time to time.

5. This MOU is not a written agreement between the Commonwealth and New South Wales relating to the provision of Commonwealth funding for any particular project and therefore is not a 'funding agreement' for the purposes of section 4 of the 'Act'. It is an agreement for the purposes of indicating the level of funding the Commonwealth intends to provide to New South Wales for the Nation Building Program and the arrangements applying to this funding.

6. Where this MOU or the Notes on Administration are inconsistent with the terms of the 'Act', the Parties acknowledge that the terms of the 'Act' will prevail.

7. Funding to New South Wales for projects listed in Schedule A is provided through National Partnership project payments under the new framework for Commonwealth-State financial relations. This MOU represents a Partnership Agreement and sets out the agreement

¹ Australian Transport Council, Joint Communique, 2 May 2008, p.7.

between the Commonwealth and New South Wales for National Partnership project payments, specifies the amount of funding to be provided by the Commonwealth to New South Wales from 1 July 2008 to 30 June 2014, and arrangements applying to this funding from commencement of this MOU.

8. Nothing in this MOU precludes the Parties from implementing a supplementary agreement for specific parts of the National Land Transport Network. The Commonwealth may also provide funding for land transport purposes to New South Wales outside the terms of this MOU and the 'Act'.

PART 1 – FORMALITIES

Parties to this MOU

9. This MOU is between:

THE COMMONWEALTH OF AUSTRALIA (the Commonwealth)

and

THE STATE OF NEW SOUTH WALES (New South Wales)

10. In entering this MOU, the Parties recognise the importance of sustaining overall investment in more efficient and better integrated land transport linkages aimed at improving Australia's economic growth and international competitiveness.

11. The Parties are committed to working together cooperatively and actively to implement this MOU.

Interpretation

12. The terms used in this MOU, unless otherwise specified, have the meanings given to them in the 'Act' and the Notes on Administration.

13. In this MOU:

- 13.1 'Annual Program' means the document provided by the Commonwealth at the time of the Commonwealth Budget setting out a budget for eligible expenditure on the projects listed at the time in Schedule A.
- 13.2 'Nation Building Program' means the program of funds for the Australian Government's investment in land transport infrastructure.
- 13.3 'Commonwealth Minister' means the Minister administering the *AusLink (National Land Transport) Act 2005* as amended from time to time.
- 13.4 'National Land Transport Network' means the National Land Transport Network, as in force from time to time, that is determined by the Commonwealth Minister under Part 2 of the *AusLink (National Land Transport) Act 2005* as amended from time to time.
- 13.5 'Total Project Funding' means the total amount of funding that the Commonwealth agrees to make available for projects specified in Schedule A for the period 1 July 2008 to 30 June 2014. It does not include maintenance funding.

Term of the MOU

14. This MOU commences upon signature by the Parties and will expire on 30 June 2014, or earlier if agreed to in writing by the Parties. This MOU supersedes any bilateral agreement in place between the Commonwealth and New South Wales for the implementation of the AusLink National Land Transport Plan.

PART 2 – OBJECTIVES AND OUTCOMES

Objectives

15. The MOU aims to support the transport policy objectives adopted by the Australian Transport Council to achieve its Vision for Australia's Transport Future. These objectives are:

- 15.1 **ECONOMIC:** To promote the efficient movement of people and goods in order to support sustainable economic development and prosperity.
- 15.2 **SAFETY:** To provide a safe transport system that meets Australia's mobility, social and economic objectives with safety for its user.
- 15.3 **SOCIAL:** To promote social inclusion by connecting remote and disadvantaged communities and increasing accessibility to the transport network for all Australians.
- 15.4 **ENVIRONMENTAL:** Protect our environment and improve health by building and investing transport systems that minimise emissions and consumption of resources and energy.
- 15.5 **INTEGRATION:** Promote effective and efficient integration and linkage of Australia's transport system with urban and regional planning at every level of government and with international transport systems.
- 15.6 **TRANSPARENCY:** Transparency in funding and charging to provide equitable access to the transport system, through clearly identified means where full cost recovery is not applied.

Outcomes

16. The MOU will contribute to the following outcomes for Commonwealth funded road and rail network:

- 16.1 increased infrastructure capacity and efficiency;
- 16.2 improved safety and security;
- 16.3 improved transport productivity on nationally strategic and export-oriented freight corridors;
- 16.4 improved reliability of travel on interstate and inter-regional corridors;
- 16.5 consistency with viable long-term economic and social outcomes and with the obligation to current and future generations to sustain the environment; and
- 16.6 consistency with strategic planning and urban transport outcomes.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

17. To realise the objectives and commitments in this MOU, each Party has specific roles and responsibilities, as outlined below.

Arrangements for Project Planning and Delivery

18. The Commonwealth recognises that primary responsibility for planning, delivery and review of projects specified in Schedule A rests with New South Wales.

19. New South Wales acknowledges the Commonwealth's right to participate in project planning, delivery and review to ensure that its policy objectives and accountability responsibilities are satisfied. New South Wales agrees to cooperate fully with the Commonwealth in the conduct of its participation.

20. The Parties acknowledge that in certain circumstances involving a third Party (or Parties), there may be a need to negotiate an additional agreement(s) related to the project to ensure that the interests of all Parties are adequately recognised. These circumstances include:

- 20.1 New South Wales has chief responsibility for the planning and delivery of a project, but the project substantially affects the responsibilities or operations of a third party (or Parties), such as another State(s) and/or rail track manager(s);
or
- 20.2 a third party, such as a local government authority, the Australian Rail Track Corporation and/or another rail track manager(s), has chief responsibility for the planning and delivery of a project in New South Wales.

Project Cost Estimation

21. New South Wales agrees to adopt the principles contained in the Best Practice Cost Estimation Standard prepared for the Commonwealth and to use P50 and P90 values when preparing cost estimates for projects for which Commonwealth funding is sought under this MOU. Guidance on the principles and preparation of P50 and P90 estimates are provided in the Notes on Administration.

Private Financing

22. The Commonwealth and New South Wales agree to explore the scope for increased private sector financial participation in meeting future land transport infrastructure requirements in relation to projects funded under the Nation Building Program.

23. The potential for private sector participation should be considered for all projects listed in Schedule A, commensurate with the size and nature of those projects. Further detail is set out in the Notes of Administration.

24. Where the estimated capital cost of a project is greater than \$500 million (or the threshold agreed by the Council of Australian Governments as part of the Public Private Partnership Guidelines) consideration of public private partnership (PPP) procurement options must be undertaken.

Project Approvals, Funding Conditions and Application of Commonwealth and State/Territory Requirements

25. The Commonwealth Minister will consider all projects specified in Schedule A to this MOU in accordance with the requirements of the 'Act', and will approve projects that meet the requirements of that Act. The Parties recognise that funding will only be provided to projects which are approved in accordance with the 'Act'.

26. Projects which are approved under the 'Act' must comply with the mandatory conditions imposed under that Act, with any conditions determined by the Commonwealth Minister under section 27 of that Act, and other Commonwealth and State/Territory laws where applicable. This includes the Building and Construction Industry Occupational Health and Safety Accreditation Scheme established under the provisions of the *Building and Construction Industry Improvement Act 2005*. Further guidance on compliance with other laws and requirements is covered in more detail in the Notes on Administration.

27. New South Wales agrees to adhere to the National Code of Practice for the Construction Industry and the associated Australian Government Implementation Guidelines as applied from time to time and as advised by the Commonwealth.

Asset Ownership and Maintenance

28. The Parties recognise that ownership and responsibility for those parts of the National Land Transport Network that are within New South Wales's boundaries will remain with New South Wales.

29. Commonwealth road maintenance funding will be provided to New South Wales on condition that New South Wales:

- 29.1 maintains National Land Transport Network roads within New South Wales to an agreed level of service, which is equal or superior to the current level of service; and
- 29.2 supplies agreed data on the condition and usage of, and maintenance expenditure on, the Network to enable the Commonwealth to meet its accountability and reporting requirements.

Notification of Impacts on Network

30. The Parties recognise that the effective and safe operation of the National Land Transport Network serves both national and State/Territory objectives. Accordingly, the Parties recognise the need to:

- 30.1 integrate transport and land use planning at a network level to ensure the safe and effective operation of the National Land Transport Network, and appropriate interaction between this Network and State/Territory arterial road and local road networks; and
- 30.2 to the degree that it is within their control, avoid excessive additions to the traffic load on the National Land Transport Network from State/Territory arterial or local road systems.

31. New South Wales agrees to:

- 31.1 inform the Commonwealth of any proposed amendments to planning schemes or new State/Territory Planning Policies (particularly for metropolitan areas and major regional centres) which might materially affect the operation of the National Land Transport Network so that the Commonwealth has an opportunity to express a view on any proposed amendment or policy; and
- 31.2 make appropriate use of State/Territory Government powers, including under relevant State/Territory legislation, to ensure the impact of any project or planning scheme on the National Land Transport Network is consistent with its intended use in the National Land Transport Network.

Acknowledgement and Publicity

32. In all publications, promotional and advertising materials, public announcements and activities in relation to a project, New South Wales must acknowledge the financial support that New South Wales has received from the Commonwealth, in the manner set out in the Notes on Administration, or as approved by the Commonwealth prior to its use.

33. The Commonwealth reserves the right to publicise and report on the funding awarded to New South Wales. The Commonwealth may do this by including New South Wales's name in media releases, general announcements about funding and in annual reports, the amount of the funds given to New South Wales and the title and a brief description of the project.

34. Clauses 32 and 33 apply for the Term of this MOU and for a period of 7 years from the date of its expiration.

PART 4 – PERFORMANCE BENCHMARKS AND REPORTING

Performance benchmarks and indicators

35. Subject to the provision of funding by the Commonwealth, New South Wales is to meet the following performance benchmarks:

- 35.1 efficient implementation and delivery of monthly and annual reporting, in accordance with the Notes on Administration; and
- 35.2 effective delivery of projects listed in Schedule A.

36. Achievement of these performance benchmarks may be assessed for New South Wales with reference to the following performance indicators:

- 36.1 timely completion and provision of audited financial statements and audit reports, other annual reports, and monthly progress reports for projects listed in Schedule A;
- 36.2 projects listed in Schedule A are able to meet targets for completion within estimated costs and timeframes; and
- 36.3 specific transport performance indicators for each project as agreed in writing by the Parties in conjunction with the project proposal and approval process described in the Notes on Administration. The Parties agree that, wherever appropriate and practical, specification of transport performance indicators for each project will have particular regard for the program objectives of improving efficiency, safety and reliability.

Implementation Plan

37. The Parties will agree to a 5 year Implementation Plan under this MOU, which will set out the proposed funding allocations and timelines for each project listed in Schedule A. The Implementation Plan will include key information for each project including start date, planning completion, construction commencement, construction completion and project close. The Implementation Plan will be updated annually.

38. The Parties agree to manage the projects in Schedule A and the associated annual cashflow requirements in accordance with the processes below and as set out in the Notes on Administration.

- 38.1 New South Wales will provide to the Commonwealth, no later than 28 February each year, an expenditure budget for each project in Schedule A for each of the remaining years covered by Schedule A or to completion of the project whichever is later;
- 38.2 the Commonwealth will provide to New South Wales each year, at the time of the Commonwealth Budget, an Annual Program setting out a budget for eligible expenditure by New South Wales on the projects listed at the time in Schedule A;

- 38.3 the Annual Program will, to the extent possible within Commonwealth Budget constraints, reflect the New South Wales Government funding requirements for the projects listed in Schedule A and be in accordance with proposed project timetables;
- 38.4 New South Wales will, in light of the announced New South Wales Government budget and on receipt of the advice of the Annual Program from the Commonwealth, provide to the Commonwealth an indicative funding commitment to individual projects in Schedule A; and
- 38.5 the indicative funding commitment by New South Wales will reflect, to the extent possible, the funding requirements of the projects listed in Schedule A and the agreed project timetables determined for projects.

39. This process will commence in 2009.

Phasing of Contributions

40. The parties acknowledge that nothing in this MOU obliges either party to make any payments on its contribution to a project in advance of the other or in advance of costs being incurred. Recognising that flexibility is required in planning project cash flows, if either party contributes in excess of, or less than, the annual amount required by this MOU, then the relevant amount will be credited or debited for reconciliation over the life of each project. The objective is to ensure that project cash flows allow the most cost effective project delivery.

Reporting

41. New South Wales agrees to comply with the reporting requirements as set out in the Notes of Administration and any conditions contained in a determination to the project approval instruments issued under the 'Act' in accordance with guidance provided in the Notes on Administration.

42. New South Wales agrees at the conclusion of each project to provide a financial acquittal and a completion report summarising performance and outcomes including performance against scope, schedule, budget and quality. The completion report should articulate lessons learnt and any opportunities for improvement in current practices including organisational strategies, business, project planning and delivery. The Notes of Administration provide guidance on these reports.

Project Evaluation

43. The Parties agree to cooperate in the joint evaluation of projects so as to facilitate both performance review of this MOU and continuous improvement of investment decision making. Evaluation of projects completed under this MOU will, in particular, focus on establishing the extent to which project performance indicators have been achieved, and reviewing the accuracy of demand forecasts and cost estimates used in the assessment of the project prior to commencement.

44. The Notes on Administration provide guidance on project evaluation.

PART 5 – FINANCIAL ARRANGEMENTS

Commonwealth Contribution

45. Subject to the other parts of this MOU, the Commonwealth agrees to make available to New South Wales Total Project Funding of up to \$6036.48 million for projects specified in Schedule A for the period 1 July 2008 to 30 June 2014. This total funding amount is to be applied only to projects set out at Schedule A unless the Commonwealth agrees in writing that it may be applied to other projects. It does not include maintenance funding.

46. The Commonwealth may, at its discretion, increase Total Project Funding and, if it does so, the Commonwealth will advise New South Wales of the adjustment in writing and seek New South Wales's agreement to any conditions that apply in writing. This correspondence will form an amendment to the MOU.

47. Funds for individual projects specified in Schedule A will not become available until a project is approved in accordance with the 'Act'.

48. Annual road maintenance funding will be determined each year, in part, by application of a formula based on lane length, total traffic volumes and heavy vehicle traffic volumes on the National Land Transport Network.

New South Wales Contribution

49. New South Wales agrees to contribute funding from its own revenue for the projects, and on the terms, specified in Schedule A. For the purposes of this MOU, own revenue includes all Commonwealth general revenue assistance including GST revenue but does not include Commonwealth National Partnership payments to and through New South Wales.

50. New South Wales agrees to maintain expenditure from its own source revenue on the National Land Transport Network and agrees to supply agreed data to enable the Commonwealth to meet its accountability and reporting requirements. The Notes on Administration provide guidance on the type and form in which the data is to be provided by New South Wales to the Commonwealth.

Eligible Project Costs

51. Commonwealth funding may only be directed towards meeting eligible costs. The Parties agree that for purposes of this MOU, and unless otherwise agreed in writing at the time of defining the project scope or subsequently, 'eligible project costs' include:

- 51.1 direct costs, such as planning, public consultation, environmental assessment, design, land acquisition, construction and traffic management of the project;
- 51.2 costs of meeting any conditions imposed on the project under Commonwealth or State/Territory law;
- 51.3 costs of project public recognition and publicity including any ceremonies connected to progress on the project; and
- 51.4 the costs of, or arising from, any legal action relating to projects in Schedule A that is not due to New South Wales failing to properly administer tender processes and supervise and manage relevant contracts.

52. Unless agreed otherwise in writing at the time of defining the project scope or subsequently, 'eligible project costs' do not include:

- 52.1 any component of the oversight and network administration costs of any State agency;
- 52.2 the cost of artworks or elaborate aesthetic features associated with a project; or
- 52.3 any costs associated with sections of road or rail that might be bypassed by a project and cease to be part of the National Land Transport Network.

Variations to Projects and Funding

53. The Parties recognise that project particulars may vary as project proposals are further developed and refined, or if there are variations to a project's scope, cost or timing.

Increases in Project Costs

54. The Parties agree that variations in the cost and the timing of delivery of a project will be managed as follows:

- 54.1 The Commonwealth's funding contribution to a number of projects is capped at a specified dollar amount as set out in Schedule A. Generally this is for packages of works or where the Commonwealth is making an initial contribution to a project and costs can be contained within the funding limit. In other instances where the Commonwealth's funding contribution is capped, New South Wales will fund the remainder of the project's cost.
- 54.2 For projects that are listed in Schedule A as Nation Building Program projects, where the Commonwealth's funding is not capped at a specific dollar amount, subject to consideration, the Commonwealth will provide 50 per cent towards further funding requirements capped at the P90 pre-tender cost estimate.
- 54.3 For projects that are listed in Schedule A as Continuing (AusLink) projects, where the Commonwealth's funding contribution is not capped at a specific dollar amount, subject to consideration, the Commonwealth will consider providing additional funding for the projects in accordance with the conditions specified for each project.

55. The Parties note that where the Commonwealth increases its contribution to an individual project as set out in clauses 54.2 or 54.3, or during the period to 30 June 2014, this increased Commonwealth funding will need to be offset from within the Total Project Funding being made available to New South Wales in that period. This offset may be achieved by changes in the delivery timetable or decreases in the Commonwealth funding contribution for projects in Schedule A.

56. Before any consideration is given to increasing funding for projects, the Parties will reconsider the scope and construction design being proposed for a project to reduce project costs. Such reconsideration will include, in particular, the likely implications of the proposed change for the objectives identified for a project and the project's costs and benefits.

57. As a last resort in the event of project costs significantly exceeding the current cost estimate, both Parties reserve the right to withdraw funding for a project prior to awarding the construction contract. Payments to affected tenderers that are necessary in the event of either Party withdrawing funding from a project will be shared by the Parties and agreed on a case by case basis.

58. In the case of the Commonwealth, the Commonwealth may choose to reallocate the funding to another project or projects in New South Wales or in another State or Territory. In the case of New South Wales, New South Wales may choose to allocate the funding to other projects that may not be on the National Land Transport Network.

Treatment of Project Cost Savings

59. Where the final project cost to government is less than the amount(s) which the Commonwealth, or in the case of a jointly funded project the Commonwealth and New South Wales, have agreed to make available, the savings (including savings resulting from private sector participation in the project) will be treated in the following way:

- 59.1 for fully funded Commonwealth projects the savings will be applied, as agreed between the Parties, as a Commonwealth contribution to another project or projects listed in Schedule A; and
- 59.2 for projects to which each Party has committed a specified funding contribution, the savings will be divided on a pro-rata basis and be respectively applied, as agreed between the Parties, to another project or projects included in Schedule A.

Project Delays

60. In the event that the Parties are unable to agree on a timetable for a project or if significant delays occur against the agreed timetable for preparing the project for construction (for reasons that are within the control of the State), the Parties reserve the right, prior to the construction contract being awarded, to review their funding contributions and to reallocate that funding:

- 60.1 in the case of the Commonwealth to another project or projects including in another State or Territory; and
- 60.2 in the case of New South Wales to other projects that may not be on the National Land Transport Network.

Recording Variations in Commonwealth Project Funding

61. Where there is a variation to a project approval instrument issued under the 'Act' reflecting variations in Commonwealth project funding, this will be confirmed in writing with New South Wales and be recorded in the Annual Program provided by the Commonwealth to New South Wales each year at the time of the Commonwealth Budget.

Consultation

62. Where circumstances such as project cost increases, savings, delays or cancellations give rise to the possible need for action, the Parties agree to consult to ensure that alternative actions are explored and considered and that both Parties are aware of any consequences resulting from particular courses of action.

63. If, after consultation, either Party proposes to take action to vary or withdraw its financial assistance for a project, the Party concerned will formally advise the other Party in writing of its intention to take such action. The matter will then be subject to a 30 day period during which the other Party can make further submissions or the Parties can agree to reconvene discussions prior to the decision being formally advised in writing and/or publicly announced.

PART 6 – GOVERNANCE ARRANGEMENTS

Principal Contact Officers

64. The Principal Contact Officer for each Party is authorised to act for that Party in relation to this MOU, and is the first point of contact for the other Party in relation to any disputes arising under this MOU.

For the Commonwealth, the Principal Contact Officer is:

Executive Director
Infrastructure Investment
Department of Infrastructure, Transport, Regional Development and Local
Government

For New South Wales, the Principal Contact Officer is:

Director
Major Infrastructure
NSW Roads and Traffic Authority

PART 7 – DISPUTE RESOLUTION AND VARIATION OF THE MOU

Dispute Resolution

65. To prevent the escalation of a matter which could jeopardise either Party's adherence to this MOU, the Parties agree to advise and consult with each other to ensure that alternative actions and their consequences are considered. The Principal Contact Officers for each Party will attempt to resolve any dispute, in the first instance.

66. If the dispute cannot be resolved between the Principal Contact Officers, it may be escalated to be dealt with by the chief executive officers of the relevant Commonwealth and State/Territory agencies or their delegate(s).

67. If the matter in dispute cannot be resolved by the chief executive officers or their delegate(s), it may be referred by a Party to the Ministers responsible for this MOU.

Non-adherence

68. Breaches of the terms of this MOU may result in Commonwealth funding specified in this MOU being withheld.

69. Breaches of any mandatory funding condition specified in the 'Act' or in an instrument made under section 27 of the 'Act' may result in funding specified in the project approval instrument for the project being withheld or a refund being sought by the Commonwealth in accordance with section 26 of the 'Act'.

Variation of the MOU

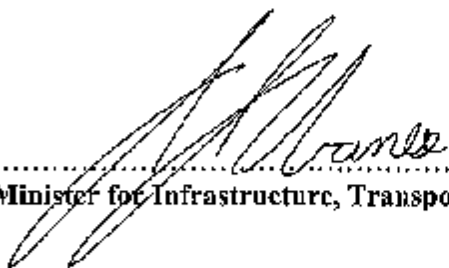
70. Any Party proposing variations will notify the other Party, and variations to the MOU will be made with the written agreement of the Parties.

SIGNATURES - 5 FEB 2009

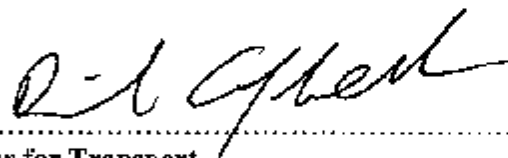
Dated this day of 2009

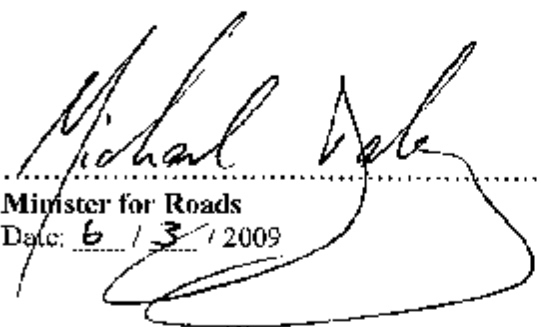
The Parties have executed this MOU as follows:

Signed for and on behalf of the
Commonwealth of Australia by


.....
Minister for Infrastructure, Transport, Regional Development and Local Government

Signed for and on behalf of the
State of New South Wales by


.....
Minister for Transport
Date: 10 / 3 / 2009


.....
Minister for Roads
Date: 6 / 3 / 2009

Schedule A - Projects being funded 2008-09 to 2013-14				
Project	Total Estimated Project Cost (outturn dollars)	Total Allocated Australian Government (AG) funding (outturn dollars)	AG Funding provided to 2007-08 inclusive (outturn dollars)	AG Base Funding Contribution 2008-09 to 2013-14 (outturn dollars)
	\$m	\$m	\$m	\$m
CONTINUING (AUSLINK) PROJECTS				
INVESTMENT PROGRAM				
Swales District	6.75	6.75	6.74	3.49 Australian Government contribution is capped at \$6.75m.
Mt Sydney Study (E3 to Dubuall)	52.00	52.00	47.52	1.78 Australian Government contribution is capped at \$52m.
E3 to Bourke project (Staged)	1.00	0.80	0.80	0.80 Australian Government is providing 80% of funding, subject to NSW providing 20% of funding. Should project costs exceed \$100m, the Australian Government will consider a proportionate increase in its funding, but any increase would need to be offset within the Australian Government's Total Project Funding to NSW.
E3 - widening (Stages 2 and 3)	105.75	85.80	46.17	Australian Government's Total Project Funding is capped at \$85.80m. NSW will meet remaining costs.
Heavy Vehicle marking station south bound Mt White	8.10	6.05	4.06	Australian Government is providing 30% of funding capped at \$4.06m. NSW will meet remaining costs.
Minor Highway	350.35	330.36	331.91	-1.55 Australian Government is providing 100% of funding. Should project costs exceed \$330.36m, the Australian Government will consider an increase in its funding, but any increase would need to be offset within the Australian Government's Total Project Funding to NSW.
Albury upgrade				
E3 Bays	11.87	7.91	9.13	-1.22 Australian Government is providing 20% of funding, subject to Campbelltown Council (or NSW) contributing 10%. Should project costs exceed \$11.87m, the Australian Government will consider a proportionate increase in its funding, but any increase would need to be offset within the Australian Government's Total Project Funding to NSW.
Towrang Corridor Intersection Upgrade	5.20	6.20	5.74	0.46 Australian Government is providing 100% of funding. Should project costs exceed \$5.20m, the Australian Government will consider an increase in its funding, but any increase would need to be offset within the Australian Government's Total Project Funding to NSW.
Coolac Bypass	179.00	170.00	101.61	37.40 Australian Government contribution is capped at \$170m.
Safety Works	3.25	3.25	7.09	0.27 Australian Government contribution is capped at \$3.25m.
Sheehan Bridges	78.00	78.00	39.37	48.63 Australian Government is providing 100% of funding. Should project costs exceed \$78m, the Australian Government will consider an increase in its funding, but any increase would need to be offset within the Australian Government's Total Project Funding to NSW.
E3 Widening (Northbound) Branks Rd LU Camden Valley Way	26.21	20.87	20.42	0.56 Australian Government is providing 90% of funding, subject to NSW providing 20% of funding. Should project costs exceed \$26.21m, the Australian Government will consider a proportionate increase in its funding, but any increase would need to be offset within the Australian Government's Total Project Funding to NSW.
Planning works (Tareana, Woomarganna and Holbrook bypasses)	12.79	10.79	2.77	10.02 Australian Government contribution is capped at \$12.79m.
New Regional Highway				

18.11	18.31	17.70	1.21	Australian Government is providing 100% of funding. Should project costs exceed \$18.31m, the Australian Government will consider an increase in its funding, but any increase would need to be offset within the Australian Government's Total Project Funding to NSW.
13.50	13.50	0.38	13.12	Australian Government is providing 100% of funding. Should project costs exceed \$13.50m, the Australian Government will consider an increase in its funding, but any increase would need to be offset within the Australian Government's Total Project Funding to NSW.
31.80	51.80	49.88	14.77	Australian Government is providing 100% of funding. Should project costs exceed \$51.80m, the Australian Government will consider an increase in its funding, but any increase would need to be offset within the Australian Government's Total Project Funding to NSW.
0.61	0.61	0.20	0.23	Australian Government is providing 100% of funding. Should project costs exceed \$0.61m, the Australian Government will consider an increase in its funding, but any increase would need to be offset within the Australian Government's Total Project Funding to NSW.
56.29	56.29	23.89	22.31	Australian Government contribution is capped at \$56.29m.
17.48	17.48	17.00	0.48	Australian Government is providing 100% of funding. Should project costs exceed \$17.48m, the Australian Government will consider an increase in its funding, but any increase would need to be offset within the Australian Government's Total Project Funding to NSW.
0.30	0.30	0.00	0.28	Australian Government contribution is capped at \$0.30m.
1723.00	614.50	422.10	193.00	Australian Government is providing 30% capped at \$614.5m, subject to NSW also contributing 30%. In 2008 the two governments agreed to commit an additional \$1.5m each to the program in 2008-09 (see below). This counts as part of the New Projects funding. Additional funding for projects, such as Ballina Bypass, is also provided under New Projects.
	359.90	359.90	0.00	
	12.00	0.00	12.00	
	18.00	0.00	18.00	
	3.10	0.00	3.10	
	97.40	33.30	59.50	
	120.00	29.00	100.00	
20.60	20.00	0.00	19.93	Australian Government contribution is capped at \$20m.
30.00	30.00	9.31	20.69	Australian Government is providing 100% of funding. Should project costs exceed \$30m, the Australian Government will consider an increase in its funding, but any increase would need to be offset within the Australian Government's Total Project Funding to NSW.
1.20	1.50	0.00	1.50	Australian Government contribution is capped at \$1.50m.
167.50	167.50	481.25	6.83	Australian Government contribution is capped at \$167.5m.
42.40	42.50	0.34	42.16	Australian Government contribution is capped at \$42.5m. Funds for Post Box Bay Jinks will be provided to the Australian Rail Track Corporation. Remaining funds will be provided to the NSW Government.

Sum of Continuing Project Funding					521.48
NBP (NEW) PROJECTS					
INVESTMENT PROGRAMS					
Stoney Creek/FP3	TBD	300.00			300.00
M4 East	TBD	150.00	1.00		150.00
F3 to Sydney Orbital	TBD	840.00	0.10		840.00
Freight rail upgrades between Sydney and Newcastle	TBD	150.00			150.00
Four Bays road int. rail access and handling for government's package	TBD	300.00			300.00
Moorebank intermodal freight terminal	TBD				
James Highway	147.00	112.00	0.00		112.00
PS widening					
Hume Highway	253.00	225.00			225.00
- Urencia bypass (see Note 4)					
- Woomanama bypass (see Note 4)	319.00	265.00			265.00
- Holbrook bypass	548.00	210.00			210.00
Peatfield Highway	TBD	2451.00	0.00		2451.00
Great Western Highway	TBD	100.00			100.00
Duplication of Great Western Highway (sections between Penrith and Kanubay)					
Great Western Highway upgrade (sections between Kanubay and Lithgow)	TBD	300.00			300.00
Safety improvements to the Barton Highway	29.00	20.00			20.00
Transport Needs of the Central West Study	TBD	5.00			5.00
OFF-NETWORK					
Alisonville Bypass	90.00	90.00			90.00

Australian Government contribution is 80% capped at \$3.00m. The Australian Government contribution is subject to NSW contributing 20% of funds. Additional funding will be considered in future budgets.

Australian Government contribution is 80% capped at \$1.50m. The Australian Government contribution is subject to NSW contributing 20% of funds. Additional funding will be considered in future budgets.

Australian Government contribution is capped at \$640m. This funding will be provided by the Australian Rail Track Corporation.

Australian Government contribution is capped at \$150m. This funding will be provided by the Australian Rail Track Corporation and the NSW Government subject to equalisation.

Australian Government contribution is capped at \$40m. Some of these funds will be used by the Australian Government for feasibility and scoping studies in conjunction with NSW. The remainder of the funds will be provided to the Australian Rail Track Corporation and the NSW Government subject to equalisation.

Australian Government contribution is 80% capped at \$112m. NSW will meet remaining costs.

Australian Government will make advance payment of \$225m to NSW in 2008-09. Australian Government funding is capped at this amount, but NSW may apply interest on the \$225m to the project. Any funds remaining from the \$225m will interest will be applied to other projects in this schedule as agreed between the parties. Also see Note 4.

Australian Government will make advance payments of 65% of \$9m in 2008-09 and \$2.5m. Australian Government funding is capped at \$765m, but NSW may apply interest on the \$265m to the project. Any funds remaining from the \$265m and interest will be applied to other projects in this schedule as agreed between the parties. Also see Note 4.

Australian Government will provide 40% of funding up to \$210m. Subject to consideration by the Australian Government, if will provide 50% of any difference between its Base Funding Contribution (\$210m) and the pro-rata cost estimates, with NSW to provide the remainder of the cost. Any increase in Australian Government funding above \$210m would need to be met within the Australian Government's Total Project Funding to NSW.

Australian Government contribution is capped at \$2451m. Australian Government funding is provided on the basis that NSW will commit \$500m. A package of works will be developed for funding. As the highest priorities this will include completion of construction of the Ballina Bypass duplication, from Tintenbar to Ewingdale, upgrade of Excocks Hill (Basson Point), duplication from Tintenbar to Woolbridge and the provision of \$1 billion of the Australian Government's funding to works between Coles Harbour and Tintenbar.

Australian Government contribution is capped at \$100m. This funding is primarily allocated to Woolbridge to Tintenbar Stage 2 upgrade.

Australian Government funding is capped at \$200m within the five year period and is provided on the basis that the Australian Government will provide 80% of project costs subject to NSW providing 20% of costs within this period. Additional funding will be considered in future budgets.

Australian Government contribution is capped at \$20m.

Australian Government contribution is capped at \$5m.

Australian Government contribution is capped at \$90m.

7.00	7.00	7.00	7.00
14.00	14.00	14.00	14.00
15.00	15.00	15.00	15.00
16.00	16.00	16.00	16.00
7.00	7.00	7.00	7.00
30.00	30.00	30.00	30.00
5455.00	5455.00	5455.00	5455.00
5976.48	5976.48	5976.48	5976.48
98.23	98.23	98.23	98.23
491.15	491.15	491.15	491.15
108.85	108.85	108.85	108.85
698.33	698.33	698.33	698.33
6674.71	6674.71	6674.71	6674.71
Notes:	Notes:	Notes:	Notes:
1. This schedule does not preclude the provision of additional funding to NSW	1. This schedule does not preclude the provision of additional funding to NSW	1. This schedule does not preclude the provision of additional funding to NSW	1. This schedule does not preclude the provision of additional funding to NSW
2. This schedule is a indicative document which is not intended to indicate cost increases, reallocations between projects or project savings. Such variations will be separately disclosed for an output table. They will, unless otherwise indicated in separate figures provided at the time of the Australian Government Budget.	2. This schedule is a indicative document which is not intended to indicate cost increases, reallocations between projects or project savings. Such variations will be separately disclosed for an output table. They will, unless otherwise indicated in separate figures provided at the time of the Australian Government Budget.	2. This schedule is a indicative document which is not intended to indicate cost increases, reallocations between projects or project savings. Such variations will be separately disclosed for an output table. They will, unless otherwise indicated in separate figures provided at the time of the Australian Government Budget.	2. This schedule is a indicative document which is not intended to indicate cost increases, reallocations between projects or project savings. Such variations will be separately disclosed for an output table. They will, unless otherwise indicated in separate figures provided at the time of the Australian Government Budget.
3. Subject to agreement, additional funding may be provided by the Australian Government or other Contributing Projects not listed here that do not have capped funding, but this would need to be offset with in the Australian Government's Total Project Funding to NSW.	3. Subject to agreement, additional funding may be provided by the Australian Government or other Contributing Projects not listed here that do not have capped funding, but this would need to be offset with in the Australian Government's Total Project Funding to NSW.	3. Subject to agreement, additional funding may be provided by the Australian Government or other Contributing Projects not listed here that do not have capped funding, but this would need to be offset with in the Australian Government's Total Project Funding to NSW.	3. Subject to agreement, additional funding may be provided by the Australian Government or other Contributing Projects not listed here that do not have capped funding, but this would need to be offset with in the Australian Government's Total Project Funding to NSW.
4. These projects are generally subject to the same conditions as other projects in this Schedule except as noted above. In addition, advance payments and interest for Terumah By 2008 must be held in such a way that they are separately identifiable.	4. These projects are generally subject to the same conditions as other projects in this Schedule except as noted above. In addition, advance payments and interest for Terumah By 2008 must be held in such a way that they are separately identifiable.	4. These projects are generally subject to the same conditions as other projects in this Schedule except as noted above. In addition, advance payments and interest for Terumah By 2008 must be held in such a way that they are separately identifiable.	4. These projects are generally subject to the same conditions as other projects in this Schedule except as noted above. In addition, advance payments and interest for Terumah By 2008 must be held in such a way that they are separately identifiable.

7.00 Australian Government contribution is capped at \$7m. NSW and Perenti Council will meet remaining costs.

30.00 Australian Government contribution is capped at \$10m.

Sum of NBP Project Funding

TOTAL PROJECT FUNDING TO NSW

ROAD MAINTENANCE FUNDING

Maintenance Contribution F: 2008-09

Indicative Maintenance Formula Contribution 2009-10 to 2013-14

Additional Maintenance Funding 2009-10 to 2013-14

Indicative Sum of Road Maintenance Funding

TOTAL INDICATIVE FUNDING TO NSW

Notes:

1. This schedule does not preclude the provision of additional funding to NSW

2. This schedule is a indicative document which is not intended to indicate cost increases, reallocations between projects or project savings. Such variations will be separately disclosed for an output table. They will, unless otherwise indicated in separate figures provided at the time of the Australian Government Budget.

3. Subject to agreement, additional funding may be provided by the Australian Government or other Contributing Projects not listed here that do not have capped funding, but this would need to be offset with in the Australian Government's Total Project Funding to NSW.

4. These projects are generally subject to the same conditions as other projects in this Schedule except as noted above. In addition, advance payments and interest for Terumah By 2008 must be held in such a way that they are separately identifiable.