

PROJECT AGREEMENT FOR PARLIAMENT HOUSE WALK



Council of
Australian
Governments

An agreement between

- the Commonwealth of Australia and
- the Australian Capital Territory

The output of this project will be a sign posted walking route from Canberra's city centre to Parliament House.

PART 2 – PROJECT OUTPUT(S)

Output(s)

6. The output of this Agreement will be a sign posted walking route from Canberra's city centre to Parliament House. This will include nine (9) new signs guiding pedestrians from Canberra City centre to Parliament House. The signs include interpretative information plates which refer to significant features and buildings along the route.

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 Parliament House Walk under this Agreement to ensure that outputs are delivered within the agreed timeframe; and
 - (b) providing a consequent financial contribution to the Australian Capital Territory to support the implementation of this Agreement.

Role of the Australian Capital Territory

8. The Australian Capital Territory will be responsible for:
 - (a) providing a financial 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.

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
A sign posted walking route from Canberra's city centre to Parliament House	Signing of Project Agreement	May 2013	N/A	\$100,000
	Completion of construction substantiated by practical completion certificate	31/07/2013	15/08/2013	\$nil

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) a description of actual performance of the Australian Capital Territory in the period to date against the project milestones;
 - (b) details of any matter(s) that have arisen which could adversely impact on the delivery of the output, and how the Australian Capital Territory proposes to resolve this/these matter(s); and
 - (c) 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 30 days of the completion of the project(s) 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:
 - (d) describe the conduct, benefits and outcomes of the Project(s);
 - (e) evaluate the Project(s) 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
 - (f) 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 State(s), at least 15 days before it is due.

PART 5 – FINANCIAL ARRANGEMENTS

13. The Commonwealth will provide a total financial contribution to the Australian Capital Territory of \$100,000 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 States 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	2012-13	Total
Estimated total budget	200,000	200,000
Less estimated National Partnership Payments	100,000	100,000
Balance of non-Commonwealth contributions	100,000	100,000

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 all 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. Either Party may give notice to the other Party 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.

PART 7 – ACKNOWLEDGEMENTS AND PUBLICITY

25. The Australian Capital Territory:
 - (a) agrees to acknowledge the Commonwealth contribution to Parliament House Walk in all media;
 - (b) will include the Commonwealth Coat of Arms and the words 'An Australian Government Centenary Gift' on all signage for Parliament House Walk;
 - (c) must only use the Commonwealth Coat of Arms with approval and in accordance with the 'Australian Government Branding Design Guidelines'; and
 - (d) will invite a Commonwealth representative to any official announcement or unveiling of Parliament House Walk.

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

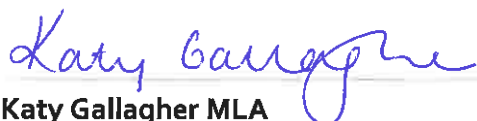
*Signed for and on behalf of the Commonwealth
of Australia by*



The Honourable Catherine King MP
Minister for Regional Services, Local Communities
and Territories
Minister for Road Safety

May 2013 27 MAY 2013

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



Katy Gallagher MLA
Chief Minister
Minister for Health
Minister for Regional Development
Minister for Higher Education

14 May 2013

