

PROJECT AGREEMENT FOR UPGRADE OF PARRAMATTA STADIUM

Council of
Australian
Governments

An agreement between

- the Commonwealth of Australia and
- New South Wales

The output of this project will be the upgrade of Parramatta Stadium.

Project Agreement for upgrade of Parramatta Stadium

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 (IGA FFR) 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 IGA FFR.
2. This Agreement will support the upgrade of Parramatta Stadium to increase capacity, improve amenity for spectators and improve training and playing facilities for players
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 State of New South Wales.

Term of the Agreement

5. This Agreement will commence as soon as the Commonwealth and New South Wales, as represented by the relevant ministers with responsibility for infrastructure or sport, sign the Agreement and will expire on 30 June 2016 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

Output

6. The output of this Agreement will be the upgrade of Parramatta Stadium comprising:
 - (a) upgrading and recladding the Eastern Grandstand;
 - (b) increasing corporate capacity by 1,100;
 - (c) improving public amenity including by refurbishing food and beverage outlets, toilets and circulation spaces; and
 - (d) constructing new and upgraded player facilities and a training field.

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 upgrade of the Parramatta Stadium under this Agreement to ensure that outputs are delivered within the agreed timeframe;
 - (b) providing a consequent financial contribution to New South Wales to support the implementation of this Agreement;
 - (c) in accordance with the *Fair Work (Building Industry) Act 2012*, ensuring that financial contributions to a building project or projects as defined under the Fair Work (Building 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 State

8. New South Wales will be responsible for:
 - (a) all aspects of delivering on the project outputs set out in this Agreement;
 - (b) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments;
 - (c) 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;
 - (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 made a condition of tender for all contractors and subcontractors who tender for the work, and providing the necessary assurances to the Commonwealth; and
 - (e) ensuring that as part of receiving Commonwealth funds, the State Government agrees to apply state Local Industry Participation (LIP) policies as far as practicable given that the scope of work is already included in the contract for the current project.
 - (i) The State Government will confirm in writing to the Department of Regional Australia, Local Government, Arts and Sport that it is applying current state LIP policies to the project. This confirmation will be provided to the Commonwealth by 31 March 2014

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	Milestones	Date due	Relevant Report due	Payment
Upgrade of Parramatta Stadium	Appoint Project Manager	20/06/2013	20/06/2013	\$20.0m
	Complete players' facilities works	15/02/2014	31/03/2014	-
	Complete Eastern Grandstand renovation works	30/06/2014	31/07/2014	-
	Completion of whole of works including conduct of a defects inspection and provision of a Building Occupancy Certificate	31/8/2015	30/9/2015	-

Reporting arrangements

11. New South Wales 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. New South Wales will also prepare a final Project Report within 60 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;

- (b) 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 New South Wales, at least 60 days before it is due.

PART 5 – FINANCIAL ARRANGEMENTS

- 13. The Commonwealth will provide a total financial contribution to New South Wales of \$20m in respect of this Agreement. All payments are GST exclusive.
- 14. The Commonwealth's estimated financial contribution to the operation of this Agreement, including through National Partnership payments to New South Wales 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)	2012-13	2013-14	2014-15	2015-16	Total
Estimated total budget	20.0	0.0	0.0	0.0	20.0
Less estimated National Partnership Payments	20.0	0.0	0.0	0.0	20.0
Balance of non-Commonwealth contributions	0.0	0.0	0.0	0.0	0.0

PART 6 – GOVERNANCE ARRANGEMENTS

Enforceability of the Agreement

- 15. 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

- 16. The Agreement may be amended at any time by agreement in writing by either Party.
- 17. Either Party to the Agreement may terminate its participation in the Agreement at any time by notifying the other Party in writing.

Delegations

- 18. 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.

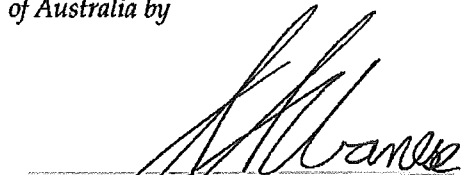
Dispute resolution

- 19. Either Party may give notice to the other Party of a dispute under this Agreement.
- 20. Officials of both Parties will attempt to resolve any dispute in the first instance.

21. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.
22. If a dispute cannot be resolved by the relevant Ministers, it may be referred by a Party to First Ministers for consideration.

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

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



The Honourable Anthony Albanese MP
Minister for Infrastructure and Transport
Minister for Regional Development and Local
Government

Date.....20/6/2013

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

The Honourable Graham Annesley MP
Minister for Sport and Recreation

Date.....

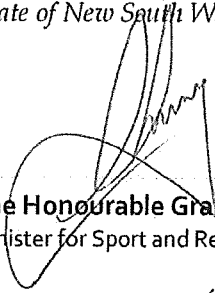
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