

Australian Government

Department of the Environment and Water Resources

RENEWABLE REMOTE POWER GENERATION PROGRAMME

Agreement for the delivery of

The Residential and Medium-scale Sub-programme and

the Renewable Energy Water Pumping Sub-programme,

known as the RRPGP Extension.

between

Commonwealth of Australia

and

State of Queensland

Australian Government Solicitor 50 Blackall Street Barton ACT 2600

File reference: 03097170

CONTENTS

DATE		1
PARI	IES	1
CON	ITEXT	1
1	INTERPRETATION	3
1.1 1.2 1.3	Defined terms Rules of interpretation Precedence	3 7 8
2	TERM AND OPERATION OF AGREEMENT	9
2.1 2.2 3	Term of Agreement Operation of Agreement RRPGP OBJECTIVES	9 9 9
		-
4	PRINCIPLES	9
4.1 4.2	Application of Principles Planning, Development and Support of Principles	9 10
5	SCOPE AND OPERATION	10
5.2 5.3 5.4	Application of Agreement Implementation of RRPGP Extension Sub-programmes Funding of Projects and Sub-programmes	10 10 10
6	ROLE AND RESPONSIBILITIES OF THE COMMONWEALTH	10
7	ROLE AND RESPONSIBILITIES OF THE STATE	11
8	OTHER STAKEHOLDERS	12
8.1 8.2	Recognition of Stakeholders Collaboration with Stakeholders	12 12
9	INTELLECTUAL PROPERTY	13
 9.1 9.2 9.3 9.4 9.5 9.6 9.7 	Ownership of Agreement Material Licence of Agreement Material Licence of Existing Material Dealing with Intellectual Property Specified Acts relating to moral rights Consent to Specified Acts Survival	13 13 13 13 14 14 14
10	PERIOD OF OPERATION OF NEW RRPGP FUNDING	14
10.1	Term of Funding	14
11	ALLOCATION OF NEW RRPGP FUNDING FOR PROJECTS	15

11.1	Funding to be held on Trust	Error! Bookmark not defined.
11.2	Allocation of Funds - Funding Float	15
12	RRPGP EXTENSION SUB-PROGRAMMES PROJECT PROPO	DSALS 15
12.1	State Approval	15
12.2	Obligations of Project Owner	16
12.3	Rebate Assessment and Allocation from the Funding	Float 16
13	ELIGIBLE PROJECTS	16
13.1	Eligibility for RRPGP Extension Sub-programmes Fundi	ng 16
13.2	Consistency with RRPGP Objectives	17
13.3	Replacement of Fossil Fuel Powered Electricity Gene	ration 17
13.4	Off-grid Electricity Generation	18
13.5	Source of matching funds	18
14	ADMINISTRATIVE EXPENDITURE	18
14.1	Eligible Administration Costs	18
14.2	Forecast of Administration Costs	20
14.3	Consultation on Administration Costs	20
14.4	Total Administration Expenditure	20
14.5	Timing of Administration Payments	20
14.6	Differing Expenditure	20
15	RRPGP EXTENSION SUB-PROGRAMMES EXPENDITURE	21
15.1	Payments to the State	21
15.2	State Expenditure Limits for Sub-programmes	22
15.3	Recovery of Underpayment or Overpayment	22
15.4	Misspent Funds	22
15.5	Provision of Banking Details	22
15.6	Method of Payment	23
16	MONITORING AND EVALUATION	23
16.1	Responsibility for Monitoring	23
16.2	Monthly Reporting Requirements	23
17	RRPGP STATE ANNUAL REPORT	24
17.1	Provision of Financial Statements	24
17.2	Annual Report Requirements	24
17.3	Financial Contents of Annual Report	24
17.4	Address for Reports	25
17.5	Survival	25
18	EXCHANGE OF INFORMATION	25
18.1	Supply of Information	25
18.2	Utilisation of Data	25
19	PUBLICITY AND ACKNOWLEDGEMENT	25
19.1	Acknowledgement of Commonwealth Support	25
19.2	Commonwealth Right to publicise funding	26

19.3	Joint Announcements and launches	26
19.4	Recognition of Australian Government Contributions	27
19.5	Approval of publicity material	27
19.6	Consultation on Publicity	27
20	DISPUTE RESOLUTION	27
20.1	Procedure	27
21	TERMINATION AND/OR NON-PERFORMANCE	28
21.1	Non resolution of Dispute	28
21.2	Notice of Intention	28
21.3	Deferral of Payments	28
21.4	Use of Dispute Resolution Procedures	28
21.5	Recovery of Unspent Funds	29
21.6	Commonwealth's Liability for Payments	29
21.7	Non-liability of the Commonwealth	29
22	COMPLIANCE WITH LAWS	29
22.1	Compliance with laws	29
23	NOTICE	29
23.1	Address for Service	29
23.2	Methods of Delivery	30
23.3	Receipt of Notice	30
SIGNA	ATURES	31
SCHE	DULES	32
APPEN	NDIX 1 - ADMINISTRATION COSTS UNDER THE NEW RRPGP FUNDING	32
ELIGIE	BLE STAFF SALARY COSTS	32
ELIGIE	BLE STAFF SALARY ON-COSTS	32
RRPG	Prelated travel	33
APPEN	NDIX 2 - ANNUAL FINANCIAL REPORTING REQUIREMENTS	35
Newl	RRPGP Funding received from AGO	35
	nditure on the RRPGP Sub-programmes (ie, cash accounting report)	35
-	s accrued for the RRPGP Sub-programmes (ie, accrual accounting report)	35
APPE	NDIX 3 - PERFORMANCE INDICATORS	36
	ity summary, derived from monthly activity summary in the RRPGP Database, by	
	programme:	36
	ity summary, derived from monthly activity summary in the RRPGP Database, by cant type:	37
Comp Datal	ponent summary, derived from monthly component summary in the RRPGP base:	38
	ponent summary, derived from monthly component summary in the RRPGP	
Datal		38

APPENDIX 4 - GUIDELINES FOR THE RESIDENTIAL AND MEDIUM-SCALE SUB-PROGRAM	/IME
Appendix 5 - Guidelines for the renewable energy water pumping sub-	
PROGRAMME	39
Appendix 5 - Guidelines for the renewable energy water pumping sub-	
PROGRAMME	40

DATE

This Agreement is dated on the signatures page.

PARTIES

This Agreement is made between the following parties:

- Commonwealth of Australia as represented by and acting through the Australian Greenhouse Office ('AGO'), Department of the Environment and Water Resources, ABN 34 190 894 983, ('the Commonwealth'); and
- 2. State of Queensland as represented by and acting though Environmental Protection Agency, ABN 87 221 158 786 ('the State')

CONTEXT

- A In 2000-01, the Commonwealth entered into agreements with Participating Jurisdictions for the delivery of the Renewable Remote Power Generation Programme ('the RRPGP') ('the Original Agreements'). The original RRPGP provided Specific Purpose Payments to Participating Jurisdictions primarily to support rebates for the installation of renewable generation technologies in off-grid areas of Australia reliant on diesel for electricity generation. The Original Agreements required that funds made available under the RRPGP be committed by 30 June 2004 and all liabilities be fully expended by 30 June 2006
- B In the May 2002 Federal Budget, the RRPGP funding allocation was rephased. The deadline for the commitment of funds was effectively extended to 30 June 2010, with the deadline for expenditure of funds extended to 30 June 2012.
- C As a result of the extended timeline, the Parties agreed to enter into a revised Agreement ('the First Revised Agreements') for the delivery of the RRPGP, which from 1 July 2004, superseded the Original Agreement between the Parties.
- D In August 2006, the Prime Minister announced an additional \$123.5 million in funds ('New RRPGP Funds') to extend and expand the RRPGP, which is to occur through four sub-programmes:
 - a. Major Projects sub-programme;
 - b. Industry Support sub-programme;

- c. Residential and Medium-scale sub-programme; and
- d. Renewable Energy Water Pumping sub-programme.
- E In July 2007, the Minister for the Environment and Water Resources noted the AGO's intention to deliver the New RRPGP Funds for the Residential and Medium-scale sub-programme and the Renewable Energy Water Pumping sub-programme (the 'RRPGP Extension Sub-programmes') through Participating and Eligible Jurisdictions.
- F As a result of the New RRPGP Funds, the Parties have agreed to enter into this Agreement for the delivery of the RRPGP Extension Sub-programmes. This Agreement, from 23 July 2007, superseded the First Revised Agreements between the Parties. However, all decisions, allocated RRPGP funding and commitments made under the First Revised Agreements (and by operation of that agreement, the Original Agreements) remain valid and are not affected by the commencement of this Agreement.
- G The New RRPGP Funding is principally to subsidise cash rebates of up to 50% of the initial capital cost of the renewable components and essential enabling components of Remote Area Power Supply (RAPS) systems and renewable energy water pumping systems under the RRPGP Extension Sub-programmes commenced on 23 July 2007, where:
 - (i) the system is installed in a remote location;
 - (ii) it can be demonstrated that the renewable generation will reduce reliance on fossil fuels; or
 - (iii) for new systems, where it can be demonstrated that the fuel source would otherwise have been a fossil fuel.
- H The aim of the RRPGP Extension Sub-programmes is to increase the uptake of renewable energy technology in remote areas of Australia, with the objectives to:
 - (i) help provide an effective electricity supply to remote users;
 - (ii) assist the development of the Australian renewable energy industry;
 - (iii) help meet the energy infrastructure needs of indigenous communities; and
 - (iv) lead to long-term greenhouse gas reductions.
- I This Agreement establishes the delivery framework for the Participating Jurisdiction to administer the RRPGP Extension Sub-programmes in the State.
- J The Parties agree to perform their respective obligations in accordance with the terms and conditions of this Agreement.

1 INTERPRETATION

1.1 Defined terms

1.1.1 In this Agreement, unless the contrary intention appears:

AGO	means the Australian Greenhouse Office of the Department of the Environment and Water Resources or such other agency that may have responsibility for the RRPGP on behalf of the Commonwealth;	
Agreement	means this agreement and any Appendices, and Schedules to this agreement;	
Agreement Material	means all Material created or provided by the Commonwealth, the State or third parties as part of or in performance of a Project, Sub-programme or activity or to meet any requirements under this Agreement, but does not include Commercially Confidential Material:	
Appendix	means an appendix to this Agreement;	
Business Day	means in relation to the doing of any action in a place, any day other than a Saturday, Sunday, or public holiday in that place;	
Commencement Date	means 23 July 2007;	
Commercially Confidential Material	 means: (a) technical design and engineering aspects of: i) renewable energy technologies and systems; ii) processes by which such technology and systems may be implemented; (b) detailed cost breakdowns relating to renewable energy technologies and systems; and (c) any other Material supplied by a third party to the Commonwealth or the State, which is classified as commercially confidential by written agreement, when supplied to and accepted by the Commonwealth or the State. 	

Commonwealth Minister	means the Minister for the Environment and Water Resources or such other Minister(s) from time to time having responsibility for the RRPGP;		
Completion Date	means 23 July 2008;		
Eligible Capital Costs	means the capital costs of an approved Project that are eligible for Rebate payment under the RRPGP Extension Sub- programmes are set out in the Sub- Programme Guidelines;		
Existing Material	means all Material in existence prior to the Commencement Date, or developed independently of this Agreement or any Project or Sub-programme, and:		
	(a) incorporated in;		
	(b) supplied with, or as part of; or		
	(c) required to be supplied with, or as part of;		
	the Agreement Material, but does not include Commercially Confidential Material;		
Financial Year	means each period from 1 July to the following 30 June occurring during the Term of this Agreement, or any part of such a period occurring at the beginning or end of the Term of this Agreement;		
Funding or Funds or New RRPGP Funding	means the amount or amounts payable or paid under this Agreement by the Commonwealth;		
Funding Float	means the allocated New RRPGP Funding provided to the States from which payments of Rebates for the RRPGP Extension Sub- programmes are made under this Agreement;		
Funding Period	means the period during which New RRPGP Funding for the RRPGP Extension Sub- programmes will be available, as provided in clause 10.1.1;		
GST	has the meaning as given in clause 195-1 of the GST Act;		
GST Act	means the A New Tax System (Goods and Services Tax) Act 1999 (Cth);		
Intellectual Property	includes all copyright (including rights in		

	relation to phonograms and broadcasts), all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;	
Laws	 includes: a. Acts of the Commonwealth and the State(s) and Territory(s) in which the Project will be undertaken, and any other relevant State or Territory; 	
	 ordinances, regulations, by-laws, orders and proclamations or other instruments of legal effect made under those Acts referred to in paragraph a; 	
	c. directions by any person exercising statutory powers regarding the Project; and	
	d. all the requirements and standards of a government department, authority, agency or regulatory body that commonly applies in respect of the building or construction industry in any State or Territory where the Project is carried out;	
Local Government	means legally constituted Councils, Shires, Municipalities or other local authorities established under State legislation, including the State Government (under a two-tier government arrangement). This definition includes Deed of Grant in Trust bodies which are Aboriginal and Torres Strait Islander-run local governments;	
Main-grid	means as defined in clause 13.4	
Major Project	means a Project for which a Rebate of greater than \$200,000 is sought and for which the AGO will be directly managing;	
Mandatory Renewable Energy Target (MRET)	means the scheme established to encourage additional renewable energy generation and to reduce greenhouse gas emissions implemented through the <i>Renewable Energy</i> (<i>Electricity</i>) Act 2000 (Cth) and the	

	Renewable Energy (Electricity) (Charge) Act 2000 (Cth);	
Material	includes documents, equipment, software (including source code and object code), goods, information and data stored by any means including all copies and extracts of the same;	
National RRPGP Database	means the database maintained by the AGO containing information provided by the Participating Jurisdictions and recording the information on the RRPGP required under this Agreement for monitoring and reporting purposes;	
Off-grid	means areas or electricity users not connected to one of the main electricity grids, as defined in clause 13.4;	
Participating Jurisdictions	means all the state and territory jurisdictions participating in the New RRPGP Funding;	
Party or Parties	means the Commonwealth and the State who are signatories to this Agreement;	
Project	means a discrete installation of renewable energy technology or an industry support or energy efficiency activity, which is or may be, funded through or within the RRPGP, either individually or under a Sub- programme;	
RAPS	means Remote Area Power Supply;	
Rebate	means the rebate payable by the State pursuant to the New RRPGP Funding as implemented by this Agreement;	
Remote	when used in relation to this Agreement, refers to electricity consumption and generation that is not connected to the State's main electricity grid, as provided by clause 13.4.1;	
Renewable Energy	means as defined in the MRET legislation;	
RRPGP	means the Renewable Remote Power Generation Programme;	
Schedule	means a schedule to this Agreement;	
State	means the State or Territory that is a Party to this Agreement;	
State Lead Agency (SLA)	means a State Government agency, or State	

	statutory or corporatised authority, with the primary responsibility for the administration, financial management, coordination, planning, implementation, monitoring and evaluation of the RRPGP Extension Sub- programmes in the State as specified in this Agreement;
State Minister	means the relevant State or Territory Minister from time to time having responsibility for the State Lead Agency;
Sub-programme	 means a programme of activities to support the objectives of the RRPGP, namely the; Major Projects sub-programme; Industry Support sub-programme Residential and Medium-scale sub- programme' and Renewable Energy Water Pumping sub- programme This Agreement only applies to the delivery framework for the Residential and Medium- scale sub-programme and the Renewable Energy Water Pumping sub-programme in the State. Delivery of the Major Projects and Industry Support sub-programmes of the RRPGP will be directly administered and managed by the AGO;
Sub-programme Guidelines	means the RRPGP guidelines for the Residential and Medium-scale Sub- programme provided at Appendix 4 and the Renewable Energy Water Pumping Sub- programme provided at Appendix 5;
Term of this Agreement	refers to the period described in clause 2.1.1;

1.2 Rules of interpretation

- 1.2.1 In this Agreement, unless the contrary intention appears:
 - a. words in the singular number include the plural and words in the plural number include the singular;
 - b. words importing a gender include any other gender;
 - c. words importing persons include a partnership and a body whether corporate or otherwise;

- d. all references to clauses are clauses in this Agreement;
- e. all references to dollars are to Australian dollars and this Agreement uses Australian currency;
- f. reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth and, if it has been or is amended, is a reference to that statute or other legislation as amended;
- g. an uncertainty or ambiguity in the meaning of a provision of this Agreement will not be interpreted against a Party just because that Party prepared the provision; and
- h. where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

1.3 Precedence

- 1.3.1 Subject to subclause 1.3.3, the Schedules, Appendices and documents incorporated by reference, if any, form part of this Agreement. In the event of any conflict or inconsistency between any part of:
 - a. the terms and conditions contained in the clauses of this Agreement;
 - b. the Schedules;
 - c. the Appendices; and
 - d. documents incorporated by reference, if any,

then the material mentioned in any one of paragraphs 1.3.1a to 1.3.1d of this subclause 1.3.1 has precedence over material mentioned in a subsequent subparagraph of this clause, to the extent of any conflict or inconsistency.

- 1.3.2 In circumstances where the terms and conditions of this Agreement conflict with the Schedules, Appendices, or any other agreements between the Parties, without limiting subclause 1.3.1, the Parties may take action necessary to resolve any conflict as provided in clause 20.
- 1.3.3 In relation to Intellectual Property created or otherwise dealt with under this Agreement, the provisions of a Schedule shall prevail over the operation of clause 9 of this Agreement for the purposes of the Project or Sub-programme to which that Schedule relates, to the extent of any conflict or inconsistency.

2 TERM AND OPERATION OF AGREEMENT

2.1 Term of Agreement

2.1.1 The Term of this Agreement commences on the Commencement Date and, unless terminated earlier in accordance with clause 21, it expires on the Completion Date.

2.2 Operation of Agreement

2.2.1 During the Term of this Agreement, the Parties may review and amend the terms or conditions of this Agreement by written agreement of both Parties.

3 RRPGP OBJECTIVES

- 3.1.1 The aim of the RRPGP and its Sub-programmes, is to increase the uptake of renewable energy technology in remote areas of Australia, with the objectives to:
 - a. help provide an effective electricity supply to remote users;
 - b. assist the development of the Australian renewable energy industry;
 - c. help meet the energy infrastructure needs of indigenous communities; and
 - d. lead to long-term greenhouse gas reductions.

4 PRINCIPLES

4.1 Application of Principles

- 4.1.1 The Parties agree to give effect to the following principles which underpin the implementation of the RRPGP Extension Sub-programmes:
 - a. Funding will be primarily directed at replacing all or part of fossil fuel based remote off-grid power generation with renewable generation, but will also be directed at off-grid renewable water pumping systems that reduce fossil fuel consumption;
 - a. Funding will be applied in such a way as to maximise appropriate cross linkages between Projects and Sub-programmes funded under this Agreement, and where necessary, to transcend state and territory boundaries to derive the most beneficial outcome in each situation;
 - b. Funding will be applied in such a way as to best achieve the objectives of the RRPGP;

- c. Decision-making and delivery frameworks will aim to be flexible, transparent, equitable and accessible. The intention is to have Funding and decision making at the most appropriate level consistent with effective, accountable and practicable delivery, while maintaining sound energy supply and environmental outcomes;
- d. The cooperation of the Parties under this Agreement will focus on achieving the RRPGP objectives, while recognising that the Commonwealth may seek additional information for assessment, monitoring, reporting and evaluation purposes.

4.2 Planning, Development and Support of Principles

4.2.1 The Parties agree in accordance with the principles outlined in subclause 4.1 to jointly plan, develop and support the implementation of strategies to achieve the objectives of the RRPGP and RRPGP Extension Sub-programmes.

5 SCOPE AND OPERATION

5.2 Application of Agreement

- 5.2.1 This Agreement applies to only the additional New RRPGP Funds allocated to the State for the purposes of implementing the RRPGP Extension Sub-programmes in the State.
- 5.3 Implementation of RRPGP Extension Sub-programmes
- 5.3.1 The RRPGP Extension Sub-programmes will be implemented in accordance with this Agreement.
- 5.4 Funding of Projects and Sub-programmes
- 5.4.1 Projects and Sub-programmes approved in accordance with subclause 12.1 and funded under this Agreement will be governed by the terms and conditions of this Agreement.

6 ROLE AND RESPONSIBILITIES OF THE COMMONWEALTH

- 6.1.1 The Commonwealth will:
 - a. comply with the provisions of this Agreement in providing Funding under the RRPGP Extension Sub-programmes to the State;
 - b. perform all of its obligations under the Schedules to this Agreement;

- c. undertake the efficient and effective delivery of the Funding provided under this Agreement for the RRPGP Extension Sub-programmes in accordance with the provisions of this Agreement, including making all payments to the State according to the terms and conditions specified in clause 15;
- d. develop and review the broad goals, objectives, priorities, outcomes and performance measures for the RRPGP Extension Sub-programmes in consultation with the State;
- e. where applicable, ensure the integration of the RRPGP Extension Subprogrammes with other national strategies and programmes;
- f. undertake and facilitate industry support activities to advance the objectives of the RRPGP;
- g. undertake monitoring, evaluation and reporting on the performance of the RRPGP and RRPGP Extension Sub-programmes;
- h. evaluate the extent to which RRPGP and RRPGP Extension Subprogrammes objectives are being achieved and periodically assess whether Commonwealth policies and priorities remain appropriate and effective;
- i. agree with the State on appropriate mechanisms and timelines for monitoring and evaluation of activities and sub-programmes funded under this Agreement; and
- j. implement auditing processes agreed with the State to ensure satisfactory auditing of the effectiveness of monitoring and evaluation measures, to meet programme management and legislative requirements.

7 ROLE AND RESPONSIBILITIES OF THE STATE

- 7.1.1 The State will:
 - a. comply with the provisions of this Agreement in the delivery of RRPGP Extension Sub-programmes;
 - b. perform all its obligations under the Schedules to this Agreement;
 - c. coordinate the RRPGP Extension Sub-programmes and Projects within the State and ensure the efficient and effective delivery of New RRPGP Funding for the RRPGP Extension Sub-programmes under this Agreement;
 - d. collaborate, where appropriate, with other Participating Jurisdictions on RRPGP Extension Sub-programmes Projects which may affect more than one state or which cross state or territory borders;

- e. administer Rebates for renewable energy installations and other eligible activities in accordance with this Agreement and the Sub-programme Guidelines;
- f. nominate a State Lead Agency for delivery of the RRPGP Extension Subprogrammes ;
- g. nominate one contact person within the State Lead Agency as the RRPGP liaison;
- h. collect, analyse and report data associated with the RRPGP and RRPGP Extension Sub-programmes in order to meet monitoring, evaluation and reporting obligations set out in clauses 16 and 17 of this Agreement and any other reporting requirements under this Agreement; and
- i. where requested by the AGO, assist in the assessment of:
 - (i) any Major Project and/or Industry Support Sub-programme proposal;
 - (ii) any Major Project and/or Industry Support Sub-programme milestone reporting requirements

8 OTHER STAKEHOLDERS

8.1 Recognition of Stakeholders

8.1.1 The Parties recognise that the renewable energy industry and the community, including individuals (both indigenous and other), Local Government, and regional and community based organisations, are stakeholders in the outcomes to be achieved through the RRPGP and its Sub-programmes.

8.2 Collaboration with Stakeholders

8.2.1 The Parties agree to involve, collaborate and work with these stakeholders as relevant in ensuring the efficient and effective delivery of the RRPGP Residential and Medium-scale Sub-programme and the Renewable Energy Water Pumping Sub-programme funded under this Agreement.

9 INTELLECTUAL PROPERTY

9.1 Ownership of Agreement Material

9.1.1 Subject to this clause 9, as between the Commonwealth and the State (but without affecting the position between the State and a third party) Intellectual Property in Agreement Material vests on its creation in the Commonwealth.

9.2 Licence of Agreement Material

- 9.2.1 The Commonwealth grants to the State a licence to use Intellectual Property in Agreement Material for the purpose of implementing the RRPGP (or any RRPGP Extension Sub-programme) in accordance with this Agreement.
- 9.2.2 At the request of the State, the Commonwealth may grant to the State a licence (including a right of sub-licence), on such terms and conditions as the Commonwealth thinks fit in its absolute discretion, to use, reproduce, adapt and exploit the Intellectual Property in Agreement Material for any State purpose other than as provided for in clause 9.2.1.

9.3 Licence of Existing Material

9.3.1 This clause 9 does not affect the ownership of any Intellectual Property in any Existing Material. The State, however, grants to the Commonwealth or must arrange for the grant to the Commonwealth of a permanent, irrevocable, free, world-wide, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt and exploit the Intellectual Property in Existing Material only in conjunction with Agreement Material for any Commonwealth purpose.

9.4 Dealing with Intellectual Property

- 9.4.1 The State:
 - a. must, if requested by the Commonwealth to do so, bring into existence, sign, execute or otherwise deal with any document which may be necessary or desirable to give effect to this clause 9;
 - b. warrants that the State is entitled, or will be entitled at the relevant time, to deal with the Intellectual Property in the Agreement Material and the Existing Material in accordance with this clause 9; and
 - c. except as expressly provided for in this Agreement, must not deal with the Intellectual Property in the Agreement Material during the Term of this Agreement.

9.5 Specified Acts relating to moral rights

- 9.5.1 For this clause, the 'Specified Acts' means the following classes or types of acts or omissions by or on behalf of the Commonwealth:
 - a. those which would, but for this clause, infringe the author's right of attribution of authorship or the author's right of integrity of authorship;
 - b. but does not include those which would infringe the author's right not to have authorship falsely attributed.

9.6 Consent to Specified Acts

- 9.6.1 The State warrants or undertakes that:
 - a. the author of any Agreement Material, other than Existing Material, has given or will give a written consent to the Specified Acts (whether occurring before or after the consent is given) which extends directly or indirectly for the Commonwealth's benefit; and
 - b. the author of any Existing Material has given or will give a written consent to the Specified Acts (whether occurring before or after the consent is given) which extends directly or indirectly for the Commonwealth's benefit in relation to such material used, reproduced, adapted and exploited in conjunction with the other Agreement Material.

9.7 Survival

9.7.1 The operation of this clause 9 survives the expiration or earlier termination of this Agreement.

10 PERIOD OF OPERATION OF NEW RRPGP FUNDING

- 10.1 Term of Funding
- 10.1.1 Subject to sufficient New RRPGP Funding being available, funding for the RRPGP Extension Sub-programmes may be committed by the State up to and including 23 January 2008. Pre-purchase applications for New RRPGP Funding may be approved by the State up to and including 23 January 2008.
- 10.1.2 Rebate liabilities entered into during the Funding Period must be fully extinguished by **23 July 2008.**

11 ALLOCATION OF NEW RRPGP FUNDING FOR PROJECTS

11.1 Allocation of Funds - Funding Float

- 11.1.1 The State will be allocated an initial lump sum amount of \$500,000 ('Initial Value') which will form the Funding Float from which the payment of Rebates is to be made for the RRPGP Extension Sub-programmes in accordance with this Agreement.
- 11.1.2 The State will invoice the Commonwealth in accordance with clause 15 for the amount to return the Funding Float to its Initial Value ('Top-Up Amount') when the available float is reduced to 10% of value. The States must not let the Funding Float fall below an amount that represents 10% of its Initial Value before invoicing the Commonwealth for Top-Up Amount.
- 11.2.3 Payment by the Commonwealth to the State for the Initial Value, and any subsequent Top-Up Amounts required to maintain the Funding Float, will be made in accordance with clause 15.
- 11.2.4 The amount of the Funding Float allocated as the Initial Value may, at the discretion of the AGO be adjusted during the Term of this Agreement following a written application for adjustment from the State, which must also set out the reasons for the requested adjustment.

12 RRPGP EXTENSION SUB-PROGRAMMES PROJECT PROPOSALS

12.1 State Approval

- 12.1.1 Subject to clause 12.1.2 and the eligibility requirements set out in clause 13, the State may approve Projects within a Sub-programme on the Commonwealth's behalf in accordance with:
 - a. the conditions that are agreed, in writing, between the Commonwealth and the State in relation to the State approval of Projects; and
 - b. the Sub-programme Guidelines to which the Project relates.
- 12.1.2 A Project must not be approved by the State on behalf of the Commonwealth under this clause 12 where:
 - a. a Rebate of greater than \$200,000 is sought; or
 - b. the Project is not part of the RRPGP Extension Sub-programmes
- 12.1.3 For projects under subclause 12.1.2, the owner will be required to submit either a Major Project proposal or Industry Support proposal, as the case may be, directly to the AGO for approval and Rebate assessment.

12.2 Obligations of Project Owner

- 12.2.1 Unless otherwise agreed by the Parties in relation to a particular Project, the State must ensure that all Projects funded by the RRPGP Extension Sub-programmes commit the Project owner to:
 - a. ensuring that all equipment funded under the RRPGP Extension Subprogrammes remains at the Project location for at least five (5) years, with the exception of batteries that may have reached the end of their useful life;
 - b. forward an annual report to the Commonwealth, describing the system's operation. The agreement with the Project owner must specify that additional information may be requested by the Commonwealth. This requirement may be varied with agreement of the Commonwealth; and
 - c. provide satisfactory evidence of a maintenance plan to keep the Project operational.

12.3 Rebate Assessment and Allocation from the Funding Float

- 12.3.1 The State must ensure the owner of the proposed Project submits a formal application to the State for the Rebate in the form and containing the information approved by the Commonwealth as contained in the Sub-programme Guidelines.
- 12.3.2 Rebates can only be paid following the approval of the Project and only in relation to Eligible Capital Costs as set out in the Sub-Programme Guidelines.
- 12.3.3 Eligible Rebates for approved Projects will be paid by the States from the Funding Float.
- 12.3.4 In accordance with the Guidelines, the maximum Rebate claimable is up to 50% of the initial capital cost of the eligible renewable components and essential enabling components of Remote Area Power Supply systems and/or renewable energy water pumping systems under the Residential and Medium-scale Sub-programme and the Renewable Energy Water Pumping Sub-programme.
- 12.3.5 Rebates will not be paid for applications submitted retrospectively.

13 ELIGIBLE PROJECTS

- 13.1 Eligibility for RRPGP Extension Sub-programmes Funding
- 13.1.1 To be eligible for RRPGP Extension Sub-programmes Funding, Projects must:
 - a. be consistent with RRPGP objectives;
 - b. lead to:

- (i) a reduction in fossil fuel powered off-grid electricity generation through renewable energy generation; or
- (ii) a replacement of fossil fuel powered off-grid water pumping with renewable energy technology.
- c. provide a source of matching funds that is, a source of funds for the remaining cost of the Project;
- d. meet all relevant Laws, regulations and standards; and
- e. have appropriate skills and infrastructure available for their effective implementation.

13.2 Consistency with RRPGP Objectives

- 13.2.1 In considering the eligibility of a Project under subclause 13.1.1a, the Commonwealth recognises that in most cases, some objectives will be met more fully than others.
- 13.3 Replacement of Fossil Fuel Powered Electricity Generation
- 13.3.1 In considering the eligibility of a Project under subclause 13.1.1b, the Commonwealth will have regard to the following:
 - a. the Project must replace fossil fuel use with a renewable energy generation source for off-grid electricity generation. The Project may replace all or some of the fossil fuel use in an existing RAPS or may be a new off-grid renewable energy RAPS where it can be demonstrated that the energy source would otherwise have been a fossil fuel; or
 - b. the Project must lead to a reduction in the use of fossil fuel powered off-grid electricity or water pumping through renewable water pumping; and
 - c. the Commonwealth recognises that in most Projects, there will still be a fossil fuel backup as part of the system, and that fossil fuel generation may remain the primary energy source of the system.

13.4 Off-grid Electricity Generation

13.4.1 The definition of "off-grid" for the purposes of this Agreement includes all electricity users not connected to the main grid. The "main-grid" is defined as the electricity grids that form part of the National Electricity Market (NEM), plus the following electricity grids:

State Description	
WA	South West Interconnected System
WA	North-West (Pilbara)
NT	Darwin-Katherine
Qld	Mount Isa Region

13.5 Source of matching funds

13.5.1 For the purpose of subclause 13.1.1c, the funding for RRPGP Extension Subprogrammes will typically provide support for up to 50% of the capital cost of a renewable generation system. Eligible Capital Costs are set out in the Sub-programme Guidelines. The matching funding may come from any other source except other funding provided by the Commonwealth, unless otherwise approved by the AGO.

14 ADMINISTRATIVE EXPENDITURE

- 14.1 Eligible Administration Costs
- 14.1.1 The State can claim reasonable administration costs for delivery of the RRPGP Extension Sub-programmes. This may include:
 - a. Sub-programme facilitation costs, such as:
 - (i) scoping studies;
 - (ii) evaluation of technical options for the displacement of fossil fuel use through renewable energy technologies or energy efficiency activities; and
 - (iii) surveys of potential consumers;
 - b. costs associated with collection and analysis of data for monitoring and evaluation required under this Agreement;
 - c. Sub-programme and Project specific legal and auditing costs;

- d. travel costs directly related to delivery and promotion of the RRPGP Extension Sub-programmes;
- e. promotional costs associated with implementing the RRPGP Extension Subprogrammes (such as printing costs);
- f. eligible staff salary costs; and
- g. eligible salary on-costs and eligible administrative overheads applied at a rate of up to a total of 70% of the eligible RRPGP staff salary costs claimed in paragraph 14.1.1f.
- 14.1.2 For the purpose of this clause 14.1:
 - a. eligible staff salary costs is expenditure incurred in respect of employees directly engaged in administering the RRPGP Extension Sub-programmes and expenditure will only be eligible to the extent that it relates directly to the RRPGP Sub-programmes administered under this Agreement. Eligible staff salary costs include any components of the employee's total remuneration package that are itemised on their Pay As You Go (PAYG) Annual Payment Summaries submitted to the Australian Taxation Office. This includes public holidays and recreation and sick leave. For staff salary costs for any contractors involved in RRPGP administration, payment of salary costs will be subject to Commonwealth approval.
 - b. eligible staff salary on-costs are limited to:
 - (i) superannuation;
 - (ii) annual leave loading;
 - (iii) long service leave;
 - (iv) fringe benefits tax;
 - (v) payroll tax; and
 - (vi) workers compensation insurance.
 - c. eligible administrative overheads are limited to:
 - (i) corporate support (including human resources, payroll, secretarial and communications services);
 - (ii) recruitment and training costs;
 - stationary, postage and printing costs (apart from printing costs associated with promotional activities which are covered under paragraph 14.1.1c);

- (iv) general legal accounting and auditing fees;
- (v) bank charges; and
- (vi) corporate expenditure on accommodation or facilities, including expenses incurred for power and water, leasing arrangements, computer and other equipment costs, cleaning and maintenance services.

14.2 Forecast of Administration Costs

14.2.1 Every 3 months the State must send the Commonwealth a forecast of administration costs for the next 3 months. This forecast should break the expenditure down fully according to the eligible administration costs identified in clause 14.1. The State should provide a brief justification for the expenditure. These costs must be reasonable and transparently identified.

14.3 Consultation on Administration Costs

14.3.1 For the purpose of clause 14.2.1, the Commonwealth will consult with the State to arrive at an agreed administration expenditure forecast. The Commonwealth may consider the eligibility of any forecast administration costs which do not meet the specified eligible administration cost breakdown in clause 14.1 provided these costs are transparently identified and justified.

14.4 Total Administration Expenditure

14.4.1 The Commonwealth will not pay administration costs in excess of \$200,000 (GST exclusive) in any 6 month period.

14.5 Timing of Administration Payments

- 14.5.1 Subject to clause 14.6, the Commonwealth will approve and pay the 3 months forecast administration costs, at the start of each 3 month period on receiving a correctly rendered invoice from the State itemised fully in accordance with the breakdown of eligible administration costs set out in clause 14.1 and using the template tables provided at Appendix 1.
- 14.5.2 The Commonwealth may require more frequent invoicing (for instance monthly) of States' forecast administration costs.

14.6 Differing Expenditure

14.6.1 For the purpose of payments made pursuant to clause 14.5, the amount paid by the Commonwealth for State administration costs for a 3 month period will be

adjusted for any difference between the forecast administration costs of the State in the previous 3 months and the actual administration expenditure of the State in the previous 3 months.

- 14.6.2 Where the forecast of administration costs provided by the State for a 3 month period is the last 3 month period that the State will provide such a forecast, the Parties agree to reimburse to the other the amount of the difference between the estimated administration costs and the actual administration expenditure in relation to that 3 month period.
- 14.6.3 The Commonwealth may, in its absolute discretion, adjust the RRPGP Extension Sub-programmes' Funding Float Top-Up Amount payments to recover administration funds that are unexpended.

15 RRPGP EXTENSION SUB-PROGRAMMES EXPENDITURE

- 15.1 Payments to the State
- 15.1.1 The Commonwealth will make payments to the State in accordance with the provisions of this Agreement following receipt by the AGO of a correctly rendered invoice.
- 15.1.2 An invoice is correctly rendered for the purpose of subclause 15.1.1 if:
 - a. it only claims costs for one item of the following eligible RRPGP expenditures:
 - (i) RRPGP Extension Sub-programmes Rebate costs (including the Initial Value for the Funding Float and any Top-Up Amount for the Funding Float that represents eligible capital costs); or
 - (ii) eligible administration costs;
 - b. it identifies the GST payable in relation to administration costs;
 - c. it identifies that the GST does not apply to transfers between the AGO and the State for RRPGP Extension Sub-programmes Rebate costs, including for RRPGP Extension Sub-programmes Project costs. GST on these invoices should be marked as nil (\$0.00);
 - d. claims for Funding Float top-up amounts (representing Rebate payments made), are specifically labelled with the name of the relevant RRPGP Extension Sub-programmes and separately identified; and
 - e. where the invoice relates to administration costs, the State identifies the breakdown of costs incurred in accordance with the breakdown of eligible

administration costs provided in subclause 14.1 and using the templates provided in Appendix 1.

- 15.2 State Expenditure Limits for Sub-programmes
- 15.2.1 Total State annual expenditure on the RRPGP Extension Sub-programmes may not exceed the limits outlined below without the written approval of the AGO:

For the Residential and Medium-scale Sub-programme \$5 million.

For the Renewable Energy Water Pumping Sub-programme \$2 million.

15.3 Recovery of Underpayment or Overpayment

15.3.1 Any underpayment or overpayment under this Agreement will be recoverable by or from the State, as the case may be, and without limiting any other rights or requirements under this Agreement, may be offset against any amount subsequently due for payment by the Commonwealth to the State under this Agreement.

15.4 Misspent Funds

- 15.4.1 Where the Commonwealth reasonably believes that Funds:
 - a. have not been spent on the RRPGP or have not been spent in accordance with the terms and conditions of this Agreement; or
 - b. have been misspent by the State,

the Commonwealth may:

- c. withhold further Funding; and
- d. require that the Funds not spent on the RRPGP or otherwise misspent, be repaid by the State to the Commonwealth.
- 15.5 Provision of Banking Details
- 15.5.1 States are to provide the following banking details:
 - a. account name, number and BSB (Bank-State-Branch) number; and
 - b. postal and physical address.

15.6 Method of Payment

15.6.1 All payments will be made by electronic funds transfer to the account details provided pursuant to subclause 15.5.

16 MONITORING AND EVALUATION

16.1 Responsibility for Monitoring

16.1.1 The monitoring and evaluation of RRPGP Extension Sub-programmes and Projects and State administrative costs is considered essential to meet accountability requirements as well as to assist continuous improvement to the RRPGP. The State is responsible for monitoring and evaluating RRPGP activities within that State.

16.2 Monthly Reporting Requirements

- 16.2.1 Prior to the start-up of the national RRPGP Database and Spreadsheet referred to in paragraph 16.2.2, the State will maintain its own database that provides data as specified by the AGO for the monitoring and evaluation of RRPGP Extension Sub-programmes and Projects under this Agreement and supply monthly electronic reports to the AGO within 2 weeks of the calendar month ending.
- 16.2.2 On the start-up of the national RRPGP Database and Spreadsheet, the State will maintain all data fields for the RRPGP Extension Sub-programmes and Projects under this Agreement within the national RRPGP Database and Spreadsheet and supply monthly electronic reports to the AGO within 2 weeks of the calendar month ending.
- 16.2.3 The Commonwealth may vary these reporting requirements (including imposing additional reporting requirements, request additional information or change the frequency of reporting) as required, subject to the provision of one (1) month's notice.
- 16.2.4 Administrative costs incurred in conducting RRPGP Extension Sub-programmes monitoring and evaluation requirements under this clause 16 and under clause 17 may be included in the administration costs in accordance with clasue 14.1.
- 16.2.5 In addition to monthly electronic reporting, the State will also report to the Commonwealth for the purposes of the Annual Report requirements in clause 17.

17 RRPGP STATE ANNUAL REPORT

17.1 Provision of Financial Statements

17.1.1 The State agrees to provide the Commonwealth, by **31 August 2008,** an Annual Report detailing the State's progress in implementing this Agreement. The Annual Report must include the information required by clause 17.2, the financial information as detailed in clause 17.3 and an annual summary of the monitoring and evaluation information required by clause 16.

17.2 Annual Report Requirements

- 17.2.1 The Annual Reports must include, but not be limited to, the following information:
 - a. an executive summary;
 - b. the financial reporting requirements as specified in clause 17.3 and presenting data using the tables in Appendix 2;
 - c. a summary of the monthly monitoring and evaluation information or performance indicators using the tables in Appendix 3;
 - d. an overall evaluation of the Sub-programmes and their administration, identifying:
 - (i) lessons learnt;
 - (ii) Sub-programme effectiveness;
 - (iii) future opportunities; and
 - (iv) unintended outcomes

17.3 Financial Contents of Annual Report

- 17.3.1 The Annual Report provided under clause 17.1 must include the following financial information:
 - a. signed and audited financial statements which separately disclose aggregate Funds received from the Commonwealth for the RRPGP Extension Subprogrammes under this Agreement, and aggregate Funds expended for the RRPGP Extension Sub-programmes under this Agreement and total RRPGP Funds expended to date;
 - b. a statement of expenditure for the RRPGP Extension Sub-programmes under this Agreement, which includes details of Funds expended for each

Sub-programme and for eligible administration costs in accordance with clause 14;

c. certification signed by the State's auditor or State Lead Agency stating that, in their opinion the amounts shown on the statement of expenditure are true and were spent in accordance with this Agreement.

17.4 Address for Reports

- 17.4.1 All reports required to be provided by the State under this Agreement are to be addressed and delivered as per clause 23.1.1a.
- 17.4.2 Reports are to be submitted in both electronic copy and hard copy.

17.5 Survival

17.5.1 This clause 17 will survive the expiration or termination of this Agreement.

18 EXCHANGE OF INFORMATION

18.1 Supply of Information

18.1.1 Each Party agrees to promptly comply with any reasonable request from the other Party to supply information relating to the management or administration of RRPGP Extension Sub-programmes or Pre-purchase applications or Rebate applications, under this Agreement.

18.2 Utilisation of Data

18.2.1 The Parties agree that they can each utilise data owned by the other for the purposes of meeting their respective responsibilities relating to this Agreement, and agree to make data available to the other Party in accordance with this Agreement. The Parties agree that data will remain the property of the owner, its use will be subject to agreed licence conditions, and it will not be used or communicated to any other person without the permission of the owner.

19 PUBLICITY AND ACKNOWLEDGEMENT

19.1 Acknowledgement of Commonwealth Support

19.1.1 The State agrees that where RRPGP Funding has been provided to a Project as part of the RRPGP Extension Sub-programmes, acceptable acknowledgement will

be given by both the State and the Rebate recipients to the Australian Government as the source of those funds.

- 19.1.2 The Parties agree that:
 - a. the following acknowledgements are acceptable for use in any publications, promotional or advertising materials, or any public announcements or statements, including radio and television interviews, Sub-programme or Project launches and public meetings:

The Renewable Remote Power Generation Programme is an Australian Government funded initiative/ funded by the Australian Government.

This Sub-programme/Project is supported by the Australian Government through the Renewable Remote Power Generation Programme.

19.2 Commonwealth Right to publicise funding

- 19.2.1 The Commonwealth reserves the right to publicise and report on the awarding of Funding through the RRPGP or RRPGP Extension Sub-programmes under this Agreement. The Commonwealth may do this by including in media releases, general announcements about the Funding, and in annual reports, the following information:
 - a. the State's name;
 - b. the amount of Funds provided to the State including Funds paid for administration and Funds rebated to Projects in that State; and
 - c. the title and a brief description of any Projects funded through the Sub-programmes, including any Material relating to the Project or Sub-programme that is not Commercially Confidential Material.

19.3 Joint Announcements and launches

- 19.3.1 In relation to any announcements including the launch of Projects, the Parties agree that announcements of approvals, including media releases, will be through joint or parallel announcements by the Commonwealth and the State, unless the Commonwealth or State Minister declines to issue a joint statement.
- 19.3.2 For Project announcements the State must obtain written agreement from the Commonwealth to the date and time for the announcement.
- 19.3.3 For Project launches the State must obtain written agreement from the Commonwealth to the date and time for the Project launch.
- 19.3.4 For joint announcements and launches, the Commonwealth will use its best endeavours to promptly provide a written response.

19.4 Recognition of Australian Government Contributions

- 19.4.1 The State will give recognition to the Australian Government's contributions to Sub-programmes and Projects and will use its best endeavours to ensure that:
 - a. any publications, articles, newsletters or other literary works prepared as part of a Sub-programme or Project funded by the RRPGP, acknowledge the support of the RRPGP and, in particular, Australian Government financial support. A copy of any such publication is to be provided to the Commonwealth;
 - b. signs, posters or other appropriate means are used to acknowledge the RRPGP and the Australian Government financial support; and
 - c. the RRPGP and the Australian Government's financial support are acknowledged at relevant forums, conferences and at Project openings and launches.

19.5 Approval of publicity material

- 19.5.1 The State shall obtain written approval from the AGO of all written or print form State publicity material, including programme information published on the official website of the State, relating to the RRPGP or RRPGP Sub-programmes prior to its release.
- 19.5.2 The AGO will use its best endeavours to promptly provide written approval. The AGO will only assess those elements of the publicity material that relate directly to the RRPGP.
- 19.6 Consultation on Publicity
- 19.6.1 The State agrees to consult with the AGO on all State publicity relating to the RRPGP prior to its release.
- 19.6.2 The AGO will use its best endeavours to provide prompt feedback.

20 DISPUTE RESOLUTION

20.1 Procedure

- 20.1.1 The Parties agree that any dispute arising during the course of this Agreement is to be dealt with as follows:
 - a. the Party claiming that there is a dispute will send the other a written notice setting out the nature of the dispute; and

- b. the Parties will try to resolve the dispute through direct negotiation by persons who they have given authority to resolve the dispute.
- 20.1.2 If the Parties' representatives are unable to resolve the dispute, the Parties will refer the dispute to the Commonwealth Minister and the State Minister for resolution.

21 TERMINATION AND/OR NON-PERFORMANCE

21.1 Non resolution of Dispute

- 21.1.1 If the Commonwealth Minister and the State Minister are unable to resolve a dispute in accordance with clause 20, this Agreement will be terminated thirty (30) days after the Commonwealth or State Minister notifies the other Party's Minister of their intention to terminate.
- 21.1.2 Notwithstanding clauses 20 and 21.1.1, this Agreement may be terminated at any time by either Party providing to the other Party one month's notice in writing.

21.2 Notice of Intention

- 21.2.1 Where one Party is of the opinion that the other Party has not complied with any one or more of its obligations under this Agreement, then that Party may:
 - a. where the default is capable of remedy, give notice to the other Party requiring the default to be remedied within the time stated in the notice, and if the default is not remedied within the time stated in the notice, terminate this Agreement immediately; or
 - b. where the default is not capable of remedy, terminate this Agreement immediately.

21.3 Deferral of Payments

21.3.1 If a notice is given by the Commonwealth to the State under paragraph 21.2.1a, the Commonwealth may defer all or any part of the payments due to the State under this Agreement until the default is remedied.

21.4 Use of Dispute Resolution Procedures

21.4.1 Before a Party exercises a right to terminate it will, in good faith, use the procedures provided for under clause 20 of this Agreement to resolve any dispute.

21.5 Recovery of Unspent Funds

21.5.1 If the Agreement is terminated under subclause 21.1.2 or 21.2, the Commonwealth may recover unspent Funds granted in respect of any or all Subprograms or Projects except as specified in subclause 21.6

21.6 Commonwealth's Liability for Payments

- 21.6.1 If this Agreement is terminated or funding for a RRPGP Extension Subprogramme or Project under this Agreement is terminated wholly or in part, the Commonwealth will be liable only for:
 - a. payments under the payment provisions before the effective date of termination;
 - b. payments proportional to the extent of work undertaken and/or committed to contractually before the effective date of termination; and
 - c. subject to subclauses 15.3 and 15.4, any reasonable costs incurred by the State and directly attributable to the termination or partial termination of the Agreement as demonstrated by written evidence.

21.7 Non-liability of the Commonwealth

21.7.1 The Commonwealth will not be liable to pay compensation in an amount which would, in addition to any amounts paid or due, or becoming due, to the State, exceed the total Funding payable for the RRPGP Extension Sub-programmes to the State under this Agreement.

22 COMPLIANCE WITH LAWS

22.1 Compliance with laws

22.1.1 The Parties must, in carrying out their obligations under this Agreement, comply with the provisions of all relevant statutes, regulations, by-laws and requirements of the Commonwealth, the State and any Local Authority.

23 NOTICE

23.1 Address for Service

23.1.1 Any notice, request or other communication to be given under this Agreement is to be in writing and dealt with as follows:

a. if given by the State to the Commonwealth, marked for the attention of:-

Programme Manager, Remote Power Department of the Environment and Water Resources Australian Greenhouse Office GPO Box 787 CANBERRA ACT 2601

or as otherwise notified by the Commonwealth; or

b. if given by the Commonwealth to the State, marked for the attention of:-

Programme Manager, RRPGP-RM PO Box 15155 City East QLD 4002

or as otherwise notified by the State.

23.2 Methods of Delivery

23.2.1 Any notice, request or other communication is to be delivered by hand, sent by prepaid post or transmitted electronically, and if it is sent or transmitted electronically a copy is to be sent to the addressee by prepaid post.

23.3 Receipt of Notice

- 23.3.1 A notice, request or other communication will be deemed to be received:
 - a. if delivered by hand, upon delivery;
 - b. if sent by prepaid ordinary post within Australia, upon the expiration of 2 business days after the date on which it was sent; and
 - c. if transmitted electronically, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient.

SIGNATURES

SIGNED for and on behalf of the STATE OF QUEENSLAND by:		
Dr John Cole Executive Director Sustainable Industries Division Environmental Protection Agency	Signature	Dated
In the presence of:		
^Name of witness^	Signature of witness	Dated
Position		
SIGNED for and on behalf of the COMMONWEALTH OF AUSTRALIA by:		
Denis Smedley Acting Assistant Secretary, Renewable Energy Branch Australian Greenhouse Office Department of the Environment and Water Resources	Signature	Dated
In the presence of:		
^Name of witness^	Signature of witness	Dated
Position		

Schedules

APPENDIX 1 - ADMINISTRATION COSTS UNDER THE NEW RRPGP FUNDING

Please itemise each component comprising line items listed below:

ELIGIBLE STAFF SALARY COSTS

	% workload on RRPGP	% of year on RRPGP	Annual salary cost	Staff salary cost to RRPGP (GST exc)
Staff position (level and position title)				
1				
2				
3				
4				
	(Total FTE)		SUBTOTAL	

ELIGIBLE STAFF SALARY ON-COSTS

	Eligible salary on-costs per staff position													
Staff position	Super. (%)	Annual Leave	Long Service	Fringe Benefits	Payroll Tax (%)	Workers Comp.	Total % on-costs	Subtotal salary						
(level and		Loading	Leave (%)	Tax (%)		Insurance		on-costs						
position)		(%)				(%)								
1														
2														
3														
4														
	<u> </u>						SUBTOTAL							

Non-staff administration costs	Details/comments	Cost to RRPGP (GST exc)
Data analysis and collection		
Sub-program and Project specific legal and auditing costs		
RRPGP related travel		
(item) etc.		
Eligible administrative overheads:		
Corporate support (include % applied)		
Recruitment (include % applied)		
Training		
(item) etc		
General printing costs etc.		
General legal/auditing costs		
Bank charges (include % applied)		
Expenses for accommodation, facilities etc (include % applied)		

Eligible non-staff administration costs (including administrative overheads)

Subtotal (administrative overheads only)	
SUBTOTAL	

Summary – TOTAL ELIGIBLE ADMINISTRATION COSTS

Total administration costs	Cost to RRPGP (GST exc)	Cost to RRPGP (GST inc)
salary costs		
eligible salary on-costs		
eligible non-salary administration costs		
RRPGP administration costs from previous Financial Year () not claimed for		
TOTAL		

APPENDIX 2 - ANNUAL FINANCIAL REPORTING REQUIREMENTS

New RRPGP Funding received from AGO

Funds Received for:	Amount (excl. GST)
Sub-programmes	
Administration costs	
TOTAL	

Expenditure on the RRPGP Sub-programmes (ie, cash accounting report)

Expenditure for:	Amount (excl. GST)
Sub-programmes	
Administration costs	
TOTAL	

Funds accrued for the RRPGP Sub-programmes (ie, accrual accounting report)

Funds accrued for:	Amount (excl. GST)
Sub-programmes	
Administration costs	
TOTAL	

APPENDIX 3 - PERFORMANCE INDICATORS

Activity summary, derived from monthly activity summary in the RRPGP Database, by Sub-programme:

Approved systems	number of Rebate s	RRPGP Rebate amount	Other Rebate amount	total system cost	PV array tracking (kW)	PV array fixed (kW)	PV conc. (kW)	Wind (kW)	Biomass (kW)	Hydro (kW)	Other RE (kW)	Diesel savings (litres / year)	GHG savings (tonnes / year)
RM Sub-					· · ·	,						,	, ,
programme													
REWP Sub-													
programme													
TOTAL													

Installed systems	number of Rebates	RRPGP Rebate amount	Other Rebate amount	total system cost	PV array tracking (kW)	PV array fixed (kW)	PV conc. (kW)	Wind (kW)	Biomass (kW)	Hydro (kW)	Other RE (kW)	Diesel savings (litres / year)	GHG savings (tonnes / year)
RM Sub-													
programme													
REWP Sub-													
programme													
TOTAL													

Activity summary, derived from monthly activity summary in the RRPGP Database, by applicant type:

Approved	number	RRPGP	Other	total	PV	PV	PV	Wind	Biomass	Hydro	Other	Diesel	GHG
systems	of Rebates	Rebate amount	Rebate amount	system cost	array tracking (kW)	array fixed (kW)	conc. (kW)	(kW)	(kW)	(kW)	RE (kW)	savings (litres / year)	savings (tonnes / year)
Name of applicant													
type Name of applicant													
type													
Name of applicant type													
TOTAL													

Installed systems	number of Rebates	RRPGP Rebate amount	Other Rebate amount	total system cost	PV array tracking (kW)	PV array fixed (kW)	PV conc. (kW)	Wind (kW)	Biomass (kW)	Hydro (kW)	Other RE (kW)	Diesel savings (litres / year)	GHG savings (tonnes / year)
Name of applicant													
type													
Name of applicant													
type													
Name of applicant													
type													
TOTAL													

Component summary, derived from monthly component summary in the RRPGP Database:

Approved systems	Component sub-type	Quantity	No. Rebates	Total capacity	Australian made %	No. of manufacturers	Total component costs	Estimated RRPGP Rebate	Average cost per kW
enabling	Battery								-
-	Frames								-
	etc								-
generating	PV panel								
	Wind pump								
	etc								
Total									

Component summary, derived from monthly component summary in the RRPGP Database:

Installed systems	Component sub-type	Quantity	No. Rebates	Total capacity	Australian made %	No. of manufacturers	Total component costs	Estimated RRPGP Rebate	Average cost per kW
enabling	Battery								-
	Frames								-
	etc								-
generating	PV panel								
	Wind pump								
	etc								
Total									

APPENDIX 4 - GUIDELINES FOR THE RESIDENTIAL AND MEDIUM-SCALE SUB-PROGRAMME

APPENDIX 5 - GUIDELINES FOR THE RENEWABLE ENERGY WATER PUMPING SUB-PROGRAMME



Australian Government

Department of the Environment and Water Resources

RENEWABLE REMOTE POWER GENERATION PROGRAMME

Agreement for the delivery of

The Residential and Medium-scale Sub-programme and the Renewable Energy Water Pumping Sub-programme, known as the RRPGP Extension.

between

Commonwealth of Australia

and

State of Queensland

Australian Government Solicitor 50 Blackall Street Barton ACT 2600

File reference: 03097170

SIGNATURES SIGNED for and on behalf of the STATE OF QUEENSLAND by: 17/10/07 Dr John Cole Signature Dated Executive Director Sustainable Industries Division Environmental Protection Agency In the presence of: JE ALISTIN .10.0 ^Name of witness^ Signature of witness Dated BUSINESS Manager Position SIGNED for and on behalf of the COMMONWEALTH OF AUSTRALIA by: Signature Dated Denis Smedley Acting Assistant Secretary, Renewable Energy Branch Australian Greenhouse Office

Department of the Environment and Water Resources

In the presence of:

becca

^Name of witness^

Ognamm Position

Dated

gnature of witness