

PROJECT AGREEMENT FOR THE VETERAN WELLBEING CENTRE PROGRAM INITIATIVE – SOUTH AUSTRALIA

An agreement between:

- the Commonwealth of Australia; and
- the State of South Australia

The output of this project will be the development of a new Veteran Wellbeing Centre at the Repatriation Health Precinct in Daw Park



Project Agreement for the Veteran Wellbeing Centre Initiative – South Australia

OVERVIEW

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.

Purpose

2. This Agreement will support the delivery of the South Australian Initiative under the Veteran Wellbeing Centre Program.

Reporting Arrangements

3. South Australia will report against the agreed milestones during the operation of this Agreement, as set out in Part 4 – Project Milestones, Reporting and Payments.

Financial Arrangements

4. The Commonwealth will provide an estimated total financial contribution to the Veteran Wellbeing Centre in the Repat Health Precinct at Daw Park of \$5 million, exclusive of GST in respect of this Agreement, as set out in Part 5 – Financial Arrangements.

PART 1 – FORMALITIES

5. This Agreement constitutes the entire agreement for this project.

Parties to this Agreement

6. This Agreement is between the Commonwealth of Australia (the Commonwealth) and the State of South Australia (South Australia).

Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and South Australia sign it and will expire on 30 June 2022 or on completion of the project, including 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 OUTPUTS

Outputs

8. Assist South Australia deliver the following initiatives under the Veteran Wellbeing Centre Program:
 - (a) Partnership development of a new Veteran Wellbeing Centre at the Repatriation Health Precinct in Daw Park:
 - i. A refit of the old sleep centre building into consultation and meeting rooms, IT/resource rooms;
 - ii. Connecting existing building via a shared outdoor covered annex and provide access to an undercover open air environment for veterans and their families;
 - iii. Refit of adjoining facilities to provide areas that can be used for larger group meetings and additional office and resource spaces; and
 - iv. A café (including undercover seating) for use by veterans and their families, patrons of the Repat Health Precinct and the general public, with the objective of the café supporting a veterans employment assistance / reskilling model (i.e. staffed by veterans).
 - (b) Develop and implement an operational service model or business case for the establishment of the Veteran Wellbeing Centre.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

Role of the Commonwealth

9. The Commonwealth will be responsible for:
 - (a) monitoring and assessing achievement against milestones in the delivery of initiatives under the Veteran Wellbeing Centre Program under this Agreement to ensure that outputs are delivered within the agreed timeframe;
 - (b) providing a consequent financial contribution to South Australia to support the implementation of this Agreement; and
 - (c) ensuring that compliance with the Code for the Tendering and Performance of Building Work 2016 (Building Code 2016) is a condition of Australian Government funding.

Role of the State

10. South Australia 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; and
 - (c) for construction projects ensuring that compliance with the Building Code 2016 is made a condition of tender for and performance of building work by all contractors and subcontractors, and providing the necessary assurances to the Commonwealth.
11. South Australia will also be responsible for ensuring that, for the purposes of practical completion, construction projects will:



- (a) be complete and free from defects or omissions, except for defects or omissions that are minor in nature, that South Australia cannot reasonably fix, or by fixing, will significantly inconvenience users of the works;
- (b) not cause any legal or physical impediment to the use and occupation of the property and the works for the designated use; and
- (c) be fit for use for the designated use.

Shared roles

- 11. The Parties will meet the requirements of Schedule E, Clause 26 of the IGA FFR, 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

- 12. Table 1 summarises the milestones for the project, their relationship to the outputs, expected completion dates, relevant reporting dates and expected payments to be made. The Commonwealth will make payments subject to the annual performance report demonstrating the relevant milestone has been met.

Table 1: Performance requirements, reporting and payment summary

Outputs	Performance milestones	Report due	Payment
Partnership development of a new Veteran Wellbeing Centre at the Repatriation Health Precinct in Daw Park	Completion of design and award of works contract	8 June 2020	\$2.9 m
	Project Completion / Letter of Practical Completion	31 March 2021	\$1.1 m
Develop and implement an operational service model for the Veteran Wellbeing Centre	Completion of a business case	30 December 2020	\$1.0 m

- 13. If a milestone is met in advance of the due date, where the relevant performance report demonstrates that the milestone has been met, the Commonwealth may make the associated payment earlier than scheduled provided it falls within the same financial year as the original milestone date.

Reporting arrangements

- 14. South Australia will provide bi-annual project status reports with photographs in accordance with Table 1, until the completion of the projects; and
- 15. South Australia will provide a final report including a Certificate of Practical Completion for the capital project, a brief description of the project, photographs and official opening dates which can be used for public information and dissemination purposes. This will include a description of the conduct, benefits and outcomes of the projects.



PART 5 – FINANCIAL ARRANGEMENTS

16. The Commonwealth will provide an estimated total financial contribution to South Australia of \$5 million in respect of this Agreement. All payments are GST exclusive.
17. The Commonwealth's funding contribution will not be reduced where the South Australia secures funding from other activity partners.
18. The Commonwealth's and the South Australia's estimated financial contributions to the operation of this Agreement, including through National Partnership payments to South Australia paid in accordance with *Schedule D – Payment Arrangements* of the IGA FFR, are shown in Table 2.

Table 2: Estimated financial contributions

(\$ million)	2019-20	2020-21	2021-22	Total
Estimated total budget	2.9	2.1	0.0	5.0
Less estimated National Partnership Payments	2.9	2.1	0.0	5.0
Balance of non-Commonwealth contribution	0.0	0.0	0.0	0.0

19. Having regard to the agreed estimated costs of projects specified in this Agreement, South Australia 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, South Australia bear all risk should the costs of a project exceed the agreed estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for South Australia to deliver projects cost effectively and efficiently.

PART 6 – GOVERNANCE ARRANGEMENTS

Enforceability of the Agreement

20. 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

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

Delegations

23. 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

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

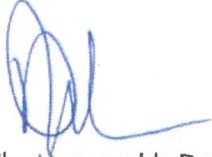


26. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.



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

Signed for and on behalf of the Commonwealth of Australia by



The Honourable Darren Chester MP
Minister for Veterans' Affairs

Date 20/5/20

Signed for and on behalf of the State by



The Honourable Stephen Wade MLC
Minister for Health and Wellbeing

Date 16 May 2020

