

Minor Venues Program

FEDERATION FUNDING AGREEMENT - INFRASTRUCTURE

Table 1: Formalities and operation of schedule

Parties	Commonwealth of Australia (Commonwealth) State of Queensland (Queensland)
Duration	<p>This Schedule will commence on the date that the last party signs this Schedule and will cease upon expiry of the Brisbane 2032 Olympic and Paralympic Games Intergovernmental Agreement (Brisbane 2032 IGA) unless the parties agree in writing to an earlier date.</p> <p>Any provisions of this Schedule dealing with confidentiality, legacy and/or post 2032 Games use and/or disposal will continue to operate in accordance with the terms set out in the Brisbane 2032 IGA (clause 4).</p>
Purpose	<p>This Schedule will support the delivery of the venue infrastructure projects outlined in the Brisbane 2032 IGA within the Minor Venues Program and provides for the Australian Government's capped financial contribution of up to \$935.0 million to this program.</p> <p>In entering into this Schedule, the Commonwealth and Queensland recognise they have a mutual interest in achieving the intended outcome of this funding, which is supporting the planning and delivery of sporting and community venues identified in Schedule A to the Brisbane 2032 IGA (noting that venues may be operational before Brisbane 2032 officially commences).</p>
Related Documents	<p>In accordance with clauses 5 and 6 of the Brisbane 2032 IGA, this Schedule must also be read in conjunction with, amongst other things, the Brisbane 2032 IGA and the associated Schedule A on venue infrastructure.</p> <p>Clause 10(f) of the Brisbane 2032 IGA and clause 13 of the Federation Funding Agreement - Infrastructure outline the order of precedence in the event of any inconsistencies between related documents.</p> <p>The Brisbane 2032 IGA outlines projects eligible for funding (unless agreed in writing between the Commonwealth and Queensland) and projects over \$10 million must have a Commonwealth-approved Project Validation Report (PVR) or Business Case, prior to being added to this schedule.</p>

Financial contributions	<p>The Commonwealth will provide a total capped financial contribution to Queensland of up to \$935.0 million in respect of this Schedule.</p> <p>Commonwealth contributions will be provided upon the achievement by Queensland of project milestones. Payments to Queensland will be made quarterly in arrears for project milestones met during the preceding quarter per Table 2 (or as otherwise agreed between the Commonwealth and Queensland). Table 3 of this Schedule reflects the estimated allocation of the total capped financial contribution of up to \$935.0 million across the expected project milestones, and such allocation may be adjusted by agreement.</p>
Terms of Commonwealth contributions	<p>Commonwealth contributions may only be used for in-scope activities agreed within the approved PVR for each project (or as agreed in writing by the Commonwealth from time to time)(In-Scope Costs).</p> <p>For clarity, under this Schedule the Commonwealth is not responsible for:</p> <ul style="list-style-type: none"> • any In-Scope Costs in excess of \$935.0 million, in accordance with clause 14 of Schedule A to the Brisbane 2032 IGA. • any costs other than In-Scope Costs; and • any of the following kinds of costs: <ul style="list-style-type: none"> ○ operating costs of a venue; ○ matters that fall under the responsibility of the Brisbane 2032 Organising Committee, such as temporary overlays; ○ transport projects or interfaces, as these will be funded by Queensland or administered in accordance with clause 11(f) of the Brisbane 2032 IGA, unless agreed by both parties to be integral to the venue, as identified within the PVR; ○ any payments made by or to be made by Queensland to the Commonwealth (and other indemnified parties) under any deed of indemnity entered by the Parties pursuant to clause 12(i) of Schedule A to the Brisbane 2032 IGA; and ○ costs for land contributed to a project that is not Third Party Land, in accordance with clause 16 of Schedule A to the Brisbane 2032 IGA.

Third party contributions, including from local governments, the private sector and other non-government organisations, are to be encouraged and reported to the Commonwealth through the governance forums and recorded in Table 3 of this Schedule (where possible) or in project milestone reports to allow Commonwealth consideration.

The Commonwealth will consider proposals for third party participation using a value for money framework, which can be satisfied by either cost savings or improved outcomes (including enhanced Project Scope) at an equivalent cost.

Queensland will be required to apply the following environmental and participation policy targets through the procurement (i.e. tender requirements and contract conditions) of the project:

- Queensland Government procurement with Aboriginal and/or Torres Strait Islander businesses to be 3 per cent of 'addressable spend';
- ensure opportunities for Indigenous participation (employment) are pursued using a method consistent with the Infrastructure Investment Program;
- source at least 30 per cent of procurement by value from Queensland 'small and medium enterprises' and maximise opportunities for Australian businesses more generally;
- target a 6 star Green Star Building Rating, or alternative Environmentally Sustainable Design pathway when 6 star Green Star Rating is not appropriate;
- target zero net waste and 100 per cent renewable electricity and fuel use for construction phases and deliver assets that achieve the same in operation; and

in line with the Australian Skills Guarantee and Queensland Government Building and Construction Training Policy:

- target a minimum of 6 per cent of apprentice and trainee labour hours and a minimum of 4 per cent of trade apprentice and trainee labour hours are undertaken by women (targets increasing by 1 per cent each financial year to 2030-31);
- Preparation of Gender Equality Action Plans (for projects valued at or over \$100 million); and
- target a minimum percentage of the total labour hours to be undertaken by apprentices and/or trainees and through other workforce training:

	<ul style="list-style-type: none"> ○ 10 per cent for projects valued between \$10 million and \$100 million; and ○ 15 per cent for projects valued over \$100 million. <p>Where flexibility in cashflow is required in the sequencing of projects in the Minor Venues Program, it is the Commonwealth's expectation that Queensland utilises its own project contribution in the first instance, prior to seeking movement of funds within the Commonwealth's capped contribution of up to \$935.0 million which may require further approvals.</p>
Special conditions: Value realisation after Brisbane 2032	<p>Clauses 19 to 21 of Schedule A to the Brisbane 2032 IGA apply to this Schedule.</p> <p>As per clause 20, Queensland can undertake a sale, transfer or long-term lease of a venue and/or land (within the Minor Venues Program) to a Queensland authority without approval from the Commonwealth, however, the authority or corporation will not undertake a subsequent transaction referred to in clause 19 within the relevant 25 year period without approval from the Commonwealth.</p>
Role of Queensland	<p>In addition to obligations outlined under the Federation Funding Agreement - Infrastructure, and for avoidance of doubt, Queensland will be responsible for:</p> <ul style="list-style-type: none"> • ensuring development and delivery of all aspects of the project outputs set out in this Schedule; • achievement of project milestones; • reporting on the delivery of outcomes and outputs as set out in Table 3 and consistent with the Commonwealth's reasonable requirements which will be outlined by the Commonwealth to Queensland from time to time and may vary throughout the project life cycle; and • ensuring that only a builder or builders accredited under the Australian Government Work Health and Safety Accreditation Scheme, where applicable, is contracted, and providing the necessary assurances to the Commonwealth.
Governance	<p>Consistent with the terms of the Brisbane 2032 IGA and the assurances agreed by correspondence between the Queensland Minister for State Development and Infrastructure and the Commonwealth Minister for Infrastructure, Transport, Regional Development and Local Government.</p>

Ongoing reporting	<p>Queensland is responsible for provision of project milestone reports and meeting ongoing reporting requirements in order for the Commonwealth to approve payments.</p> <p>Queensland will provide the Commonwealth with quarterly reports for the Minor Venues Program containing updates on project activity, evidence for project milestones achieved in the relevant period against agreed milestone description, total expenditure on projects and other relevant project data and statistics including progress against participation and environmental policies, including the Australian Skills Guarantee. Cashflow projections and scheduling updates will be updated by Queensland on 1 February and 1 October each year until the expiration of this Schedule.</p> <p>Independent gateway review assurance to be provided throughout the duration of the project as agreed by both parties and consistent with the terms of the Brisbane 2032 IGA.</p> <p>Queensland will provide updates to the Commonwealth as soon as practical once it is aware of any issues (such as budget overruns, project delays and stakeholder concerns) which should occur through the established governance forums on each of the projects or direct contact with Commonwealth. It is expected that reasonable notice will be provided to the Commonwealth if Queensland gains knowledge of or expects any of the above issues to arise, to ensure the Commonwealth, where possible, has the opportunity to suggest an appropriate mitigation strategy for any risks and next steps.</p> <p>Queensland is responsible for facilitating Commonwealth representative's participation in governance forums for updates on the procurement, construction, and operation of the Minor Venues Program.</p> <p>Queensland will maintain records of the acquittal of all funds received from the Commonwealth under this Schedule sufficient to verify that such funds have not been used in a manner contrary to agreed fund usage.</p>
Variations	<p>If a project is approved for delivery for less than the agreed estimated cost, the variance will be retained within the Minor Venues Program as program contingency. The allocation of program contingency, to existing or new projects, will be decided between the parties on a case-by-case basis.</p> <p>If a project is delivered with savings, Queensland must report this to the relevant governance forums and through the biannual updated cashflows (see Table 2) and work with the Commonwealth to agree a reallocation of the savings.</p>

	<p>Variations to this Schedule, including to project milestones, project budgets and to include additional projects, may, by written agreement, be made by the relevant parties from time to time.</p> <p>Movement of funds between financial years within the Minor Venues Program are subject to Commonwealth consideration on a case-by-case basis.</p>
General allowance for minor upgrades to existing competition and training venues	<p>A Minor Upgrades Project Board (comprising Commonwealth and Queensland representation) will be constituted to establish appropriate governance around the general allowance for minor upgrades to existing competition and training venues referenced at Annexure A to Schedule A of the Brisbane 2032 IGA.</p> <p>This Board will determine relevant assessment criteria for the full spectrum of projects within this general allowance, from new projects to minor upgrades at training venues, and provide recommendations for the inclusion of projects, subject to approval by the Commonwealth.</p>
Public recognition of the Commonwealth's contribution	Consistent with the terms of the Brisbane 2032 IGA.
Post Completion reports	<p>The Post Completion Report, using Infrastructure Australia's Assessment Framework Stage 4: Post completion review (or future iteration) for the program, to be provided within 12 months of program completion with an initial response from the Commonwealth within 30 days of receiving the report. The report must include the following elements:</p> <ul style="list-style-type: none"> • analysis of project delivery in accordance with the Project Scope, schedules, costs and realisation of risk; • capturing of economic impact data including employment data (including diversity); • achievement of environmental and participation policies outlined in the Brisbane 2032 IGA and agreed through program governance, including metrics achieved for target 6 star Green Star Rating where appropriate, and the Australian Skills Guarantee; and • where available, statistics demonstrating progress toward and/or achievement of sporting and legacy benefits.
Glossary	In addition to the defined terms set out in clause 40 of the Brisbane 2032 IGA, the following terms contained within this Schedule are defined as follows:

	<ul style="list-style-type: none"> • 'Australian Skills Guarantee' means the Department of Employment and Workplace Relations' skills and training initiative and corresponding targets under the Australian Government's Secure Australian Jobs Plan; • 'addressable spend' has the meaning given to it in the Queensland Indigenous (Aboriginal and Torres Strait Islander) Procurement Policy; • 'Environmentally Sustainable Design' means building design that seeks to improve performance, reduce environmental impacts, resource use and waste and create healthy environments for occupants; • 'Gender Equality Action Plan' means a plan outlining how targets for women will be achieved and sustained under the Australian Skills Guarantee; • 'Green Star Building Rating' means the Green Star rating system administered by the Green Building Council of Australia; • 'Federation Funding Agreement - Infrastructure' means the federation funding agreement between the Commonwealth and the States and Territories for the contribution to the delivery of initiatives in the infrastructure sector; • 'Infrastructure Investment Program' means the Australian Government land transport infrastructure pipeline; • 'Long-term lease' means a duration of 25 years or greater; • 'Third Party Land' has the meaning given to it in clause 16 of Schedule A to the Brisbane 2032 IGA; • 'Queensland authority' means a state or local government administrative body, government body, department or agency in the State of Queensland; • 'Queensland Government Building and Construction Training Policy' means the Queensland Department of Youth Justice, Employment, Small Business and Training's skills and training initiative and corresponding targets; • 'Minor upgrade' means an eligible project with a Commonwealth contribution of \$5.0 million or less, which shall be exempt from the development of a PVR; • 'Post Completion Report' means a report of project outcomes as described by Infrastructure Australia's Assessment Framework Stage 4 or other suitable framework agreed by the parties;
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	<ul style="list-style-type: none"> • 'Project milestones' means the performance milestones for the venue infrastructure projects specified in Table 3 of this Schedule; • 'Project Scope' means the scope of the project specified in the PVR for each project; • 'Small and medium enterprise' has the meaning given to it in the Queensland Procurement Policy 2023; and • 'Work Health and Safety Accreditation Scheme' means the Australian Government building and construction industry scheme accredited by the Federal Safety Commissioner.
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	Table 2: Yearly representation of reporting and payment in the arrears quarterly											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Reporting from Queensland on projects that have met milestones (noting, this is a variation to the monthly reporting proposed in the Brisbane 2032 IGA)	By 31 Jan			By 30 April			By 31 July			By 31 Oct		
Consolidated payment from Commonwealth to Queensland on milestones that have been met			By 7 March or next business day			By 7 June or next business day			By 7 September or next business day			By 7 December or next business day
Updated cashflows due to the Commonwealth		1 Feb								1 Oct		

Table 3: Project scope, milestones, reporting and payment summary

Project	Scope	Total Commonwealth capped Contribution	Construction dates	Performance milestones	Expected report due date	Payment
Chandler Indoor Sports Centre and Precinct Works	The indoor sports centre at Sleeman Sports Complex was constructed for the 1982 Brisbane Commonwealth Games and will be reaching the end of its useful life in 2032. The facility requires replacement to continue its legacy function as an elite and community sports facility.	Commonwealth capped contribution: \$107,000,000 In addition, the following contributions will be made: Queensland: \$107,000,000	Q1 2025 – Q1 2028	Milestone 1 – PVR approval by the Commonwealth and Queensland and project added to this Schedule	May 2024	\$10,700,000 (10.0%)
				Milestone 2 - Appointment of the Principal Design Consultant (where/if applicable)	October 2024	\$10,700,000 (10.0%)
				Milestone 3 – Appointment of the Head Contractor <ul style="list-style-type: none"> Queensland will be required to apply the environmental and participation policy targets through the procurement (where/ if applicable) 	January 2025	\$21,400,000 (20.0%)
				Milestone 4 – Demolition and bulk earthworks complete in accordance with the Head Contract	May 2026	\$26,800,000 (25.0%)
				Milestone 5 – Roof structure complete (indoor centre) in accordance with the Head Contract	March 2027	\$26,800,000 (25.0%)
				Milestone 6 – Achievement of Practical Completion in accordance with the Head Contract	February 2028	\$5,500,000 (5.1%).
				Milestone 7 – Approval of Post Completion Report by the Commonwealth	July 2028	\$5,100,000 (4.8%)

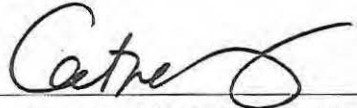
The Brisbane Aquatic Centre (within Chandler precinct)	This venue is located at Sleeman Sports Complex. Upgrades will ensure this well utilised aquatic facility supports the next generations of recreational and elite swimmers.	Commonwealth capped contribution: \$21,250,000 In addition, the following contributions will be made: Queensland: \$21,250,000	Q4 2025- Q1 2027	Milestone 1 – PVR approval by the Commonwealth and Queensland and project added to this Schedule	May 2024	\$2,100,000 (9.9%)
				Milestone 2 – Appointment of the Head Contractor <ul style="list-style-type: none"> Queensland will be required to apply the environmental and participation policy targets through the procurement (where/ if applicable) 	October 2025	\$4,200,000 (19.8%)
				Milestone 3 – 50 per cent construction value complete under the Head contractor contract	August 2026	\$6,400,000 (30.1%)
				Milestone 4 – Achievement of Practical Completion in accordance with the Head Contract	February 2027	\$6,400,000 (30.1%)
				Milestone 5 – Approval of Post Completion Report by the Commonwealth	August 2027	\$2,150,000 (10.1%)
Sunshine Coast Indoor Sports Centre	The new venue is proposed as an indoor sports centre in the Kawana Sports Precinct. Co-located with the Sunshine Coast Stadium, the centre will have 11 courts and multifunctional areas, hosting sports like basketball, netball, volleyball, pickleball, futsal and badminton.	Commonwealth capped contribution: \$71,150,000 In addition, the following contributions will be made: Queensland: \$71,150,000	Q1 2025- Q4 2027	Milestone 1 – PVR approval by the Commonwealth and Queensland and project added to this Schedule	May 2024	\$7,100,000 (10.0%)
				Milestone 2 – Appointment of the Principal Design Consultant (where/if applicable)	January 2025	\$7,100,000 (10.0%)
				Milestone 3 – Appointment of the Head Contractor <ul style="list-style-type: none"> Queensland will be required to apply the environmental and participation policy targets through the procurement (where/ if applicable) 	January 2025	\$14,200,000 (20.0%)
				Milestone 4 – Demolition and bulk earthworks complete in accordance with the Head Contract	April 2026	\$17,800,000 (25.0%)
				Milestone 5 – Roof structure complete (indoor centre) in accordance with the Head Contract	January 2027	\$17,800,000 (25.0%)
				Milestone 6 – Achievement of Practical Completion in accordance with the Head Contract	October 2027	\$3,600,000 (5.1%)

				Milestone 7 – Approval of Post Completion Report by the Commonwealth	April 2028	\$3,550,000 (5.0%)
Sunshine Coast Mountain Bike Centre	Mountain bike trails will be expanded to provide an international standard mountain bike facility for the region.	Commonwealth capped contribution: \$6,975,000 In addition, the following contributions will be made: Queensland: \$6,975,000	Q2 2025 - Q1 2027	Milestone 1 – PVR approval by the Commonwealth and Queensland and project added to this Schedule	May 2024	\$1,400,000 (20.1%)
				Milestone 2 – Award Design and Construct (D&C) Contractor (building works)	September 2025	\$1,400,000 (20.1%)
				Milestone 3 – Final build earthworks complete in accordance with the Head Contract	December 2026	\$2,100,000 (30.1%)
				Milestone 4 – Achievement of practical completion including trail in accordance with the Head Contract	March 2027	\$1,400,000 (20.1%)
				Milestone 5 – Approval of Post Completion Report by the Commonwealth	September 2027	\$675,000 (9.7%)
Sunshine Coast Stadium	Sunshine Coast Stadium is a multi-sport venue located at Kawana Sports Precinct.	Commonwealth capped contribution: \$65,435,000 In addition, the following contributions will be made: Queensland: \$65,435,000 Sunshine Coast Council: \$17,000,000	Q3 2024- Q4 2027	Milestone 1 – PVR approval by the Commonwealth and Queensland and project added to this Schedule	May 2024	\$6,500,000 (9.9%)
				Milestone 2 – Appointment of the Head Contractor <ul style="list-style-type: none"> Queensland will be required to apply the environmental and participation policy targets through the procurement (where/ if applicable) 	September 2024	\$13,000,000 (19.9%)
				Milestone 3 – Demolition and bulk earthworks complete in accordance with the Head Contract	August 2025	\$19,600,000 (30.0%)
				Milestone 4- Roof structure complete (east and west stands) in accordance with the Head Contract	January 2027	\$19,600,000 (30.0%)
				Milestone 5 – Achievement of Practical Completion in accordance with the Head Contract	October 2027	\$3,300,000 (5.0%)
				Milestone 6 – Approval of Post Completion Report by the Commonwealth	April 2028	\$3,435,000 (5.2%)

Barlow Park	The Barlow Park upgrades will improve athlete and spectator facilities with the delivery of a new western grandstand. The grandstand consisting of 3500 fixed seats & 1500 retractable seats with incorporated player facilities, concourse with food and beverage offerings, corporate function room, media and broadcast facilities. Capacity to bump-in up to 20,000 seats for the Games.	Commonwealth capped contribution: \$45,560,500 In addition, the following contributions will be made: Queensland: \$45,560,500	Q1 2025 – Q1 2028	Milestone 1 – PVR approval by the Commonwealth and Queensland and project added to this Schedule	September 2024	\$4,600,000 (10.1%)
				Milestone 2 – Appointment of the Head Contractor (Stage 1) • Queensland will be required to apply the environmental and participation policy targets through the procurement (where/ if applicable)	February 2025	\$9,100,000 (20.0%)
				Milestone 3 – Demolition and bulk earthworks complete in accordance with the Head Contract	March 2026	\$13,700,000 (30.1%)
				Milestone 4 – Roof Structure complete in accordance with the Head Contract	April 2027	\$13,700,000 (30.1%)
				Milestone 5 – Achievement of Practical Completion in accordance with the Head Contract	February 2028	\$2,300,000 (5.0%)
				Milestone 6 – Approval of Post Completion Report by the Commonwealth	August 2028	\$2,160,500 (4.7%)
Moreton Bay Indoor Sports Centre	Delivery of a new 12 multipurpose indoor court facility, in a two-hall configuration, at Petrie within the City of Moreton Bay region. Facility able to host community sports; local, state and national sporting events; functions and non-sporting events; tenancies and high-performance sports training.	Commonwealth capped contribution: \$102,750,000 In addition, the following contributions will be made: Queensland: \$102,750,000	Q3 2025 – Q3 2028	Milestone 1 – PVR approval by the Commonwealth and Queensland and project added to this Schedule	September 2024	\$10,300,000 (10.0%)
				Milestone 2 – Appointment of the Head Contractor (with Design Team) • Queensland will be required to apply the environmental and participation policy targets through the procurement (where/ if applicable)	May 2025	\$30,800,000 (30.0%)
				Milestone 3 – Early Works (including site works and inground infrastructure) complete	August 2026	\$25,700,000 (25.0%)
				Milestone 4 – Roof Structure complete in accordance with the Head Contract	July 2027	\$25,700,000 (25.0%)
				Milestone 5 – Achievement of Practical Completion in accordance with the Head Contract	September 2028	\$5,100,000 (5.0%)
				Milestone 6 – Approval of Post Completion Report by the Commonwealth	March 2029	\$5,150,000 (5.0%)

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

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



The Honourable Catherine King MP
Minister for Infrastructure, Transport, Regional
Development and Local Government

22 August 2024.

[Day] [Month] [Year]

*Signed for and on behalf of the
State of Queensland by*



The Honourable Grace Grace MP
Minister for State Development and Infrastructure

[Day] [Month] [Year]