

Urban Precincts and Partnerships Program (uPPP)

FEDERATION FUNDING AGREEMENT – INFRASTRUCTURE

Table 1: Formalities and operation of schedule	
Parties	<p>Commonwealth New South Wales Victoria Queensland Western Australia South Australia Tasmania Australian Capital Territory Northern Territory</p>
Duration	<p>This Schedule will commence as soon as the Commonwealth and one other State or Territory Government (States) sign it, and is expected to expire on 30 June 2027 or on completion of the initiative, including final performance reporting and processing of final payments against milestones.</p>
Purpose	<p>This Schedule will support the delivery of the urban Precincts and Partnerships Program (uPPP), bringing together governments and communities to plan and construct urban precincts. The program will fund the development of precincts to facilitate planning, design and consultation, leading to business cases for investment-ready proposals, as well as a stream for the delivery of larger scale precinct projects. This program will support the delivery of best-practice investment in urban infrastructure, connecting people and communities to services and opportunities that improve productivity, liveability and equity.</p> <p>The objectives of the Program are to:</p> <ul style="list-style-type: none"> • facilitate place-based approaches to planning and precinct delivery, supported by collaborative partnerships engaged in shared design, stewardship and accountability of planned outcomes • provide targeted benefits related to productivity, equity, sustainability, liveability and resilience for the people of urban Australia • support community priorities for urban and suburban communities to deliver value for money, multi-purpose urban precincts for the community.

	<p>In entering into this Schedule, the parties recognise they have a mutual interest in supporting urban development and stimulating local economies through delivery of projects under the program and commit to working together to achieve mutually beneficial outcomes.</p> <p>The parties also recognise that the Schedule establishes clear responsibilities between the parties to support the successful implementation of the program. The Commonwealth is accountable for the policy parameters of the program and provision of the program funding (noting the States may be contributing funding to projects in certain cases). Consistent with the program objectives, the States will be responsible for efficient and effective program administration, including through supporting all project proponents to successfully deliver their agreed outcomes.</p>
<p>Estimated financial contributions</p>	<p>Details of the Commonwealth and the States' estimated financial contributions to the operation of this Schedule are set out in the tables below and the relevant appendices to this Schedule.</p> <p>Commonwealth contributions will not exceed the amount set out in the tables below, and the relevant appendices to this Schedule.</p> <p>Total funding for each project may include contributions from other parties including State and local governments and non-government organisations. This funding is not included in this Schedule.</p>
<p>Related documents</p>	<p>This Schedule should be read in conjunction with the uPPP Program Guidelines (the Program Guidelines) as published on the Department's website and amended from time to time, and the Notes on Administration.</p>
<p>Additional terms</p>	<p>1) Projects to be Funded</p> <ul style="list-style-type: none"> a) Using funds for this purpose provided by the Commonwealth, the States agree to fund and support project proponents to deliver the projects set out in the appendices, which have been selected and approved by the Commonwealth in line with the applicable Program Guidelines. b) The States agree to enter into funding agreements with the project proponents to facilitate the funding and delivery of each project as approved by the Commonwealth. c) The Commonwealth agrees to provide each State with details of the minimum mandatory terms to be included in the funding agreements in order to satisfy the requirements of the Program Guidelines.

2) Funding arrangements - Program

- a) The Commonwealth agrees to provide each State with a funding allocation to meet the full approved cost of each project approved in that State, as set out in the appendices.
- b) Funding will be provided to the States for projects in accordance with the agreed milestones in the appendices.
- c) Where the final cost of a completed project is less than the original approved funding amount, the States agree to consult with the Commonwealth on the treatment and reallocation of the remaining funding.
- d) In the event an agreed project as included in the appendices to this Schedule, and for which funds have been paid to the State, is subsequently cancelled or unable to be contracted in a reasonable timeframe, the State agrees to return the funding allocation for that project to the Commonwealth. Repayments may be managed by either the Commonwealth amending a future payment under this agreement, or by invoicing the State the relevant amount.

3) Funding arrangements - State administration costs

- a) The Commonwealth will provide funding to each State for reasonable costs incurred to administer its agreed responsibilities under this Schedule over the life of each program.
- b) Funding for State administration costs will be as set out in the appendices.
- c) The Commonwealth agrees to provide funding for these costs on initial execution of the Schedule where a State appendix includes agreed projects; or on execution of an initial variation to the Schedule where projects are first added to a State appendix. That is, funding for state administration costs will not be provided by the Commonwealth unless or until a State agrees to deliver projects in accordance with the Schedule and relevant appendix.
- d) Funding will be provided in accordance with the following formula:
 - A once off base payment of \$150,000;
 - An additional amount for each state equal to:
 - o one percent of the allocated program funding for Stream 1 projects; plus
 - o half of one percent of the allocated program funding

for Stream 2 projects.

- e) The Commonwealth agrees to review this funding in exceptional circumstances, as set out in the Notes on Administration.
- a) States will not be required to pay back any unused portion of this funding.

4) Project Delivery Arrangements – Non-State proponent

- a) States will be responsible for supporting proponents in delivering all projects under the Program, in accordance with this Schedule, its appendices, the applicable Program Guidelines and the project contracts.
- b) States should make all reasonable endeavours to minimise project delivery delays and any resultant impacts on overall program duration.
- c) Notwithstanding Clause 31 of the *Federation Funding Agreement – Infrastructure*, States will not bear the financial risk should the cost of a project exceed the approved costs as set out in the relevant appendix to this Schedule.
- d) States may agree minor variations to a project (that is, a change that does not affect the intent or outcomes of the project, such as a movement in milestone timing), but must not do so without prior agreement from the Commonwealth in the following circumstances:
 - i) where a variation to the project scope is proposed such that the project no longer aligns with the intent of the original project approval;
 - ii) where a variation to the project scope represents a major alteration to the project design of capital works;
 - iii) where a variation to either increase or decrease a project's cost/funding is sought, noting that the Commonwealth's funding contributions will not exceed the amounts set out in the appendices.
- e) States may not agree to the cancellation, termination or withdrawal of any project without prior written agreement from the Commonwealth.
- f) States may seek advice from the Commonwealth when managing funded projects with respect to the Commonwealth's role as program policy owner.

5) Project Delivery Arrangements –State proponent

- a) Where the State is the project proponent under the Program, the

States agree they will deliver the project in accordance with this Schedule, any relevant appendices and the Notes of Administration.

- b) Project delivery arrangements, including reporting milestones, will be set out in the relevant tables in the appendices.

6) Announcements & Recognition

- a) While the Commonwealth is providing full funding for the program, the Commonwealth may choose to provide the States with reasonable opportunity to participate in public announcements and project events on a case-by-case basis and at its sole discretion, noting that the States may be contributing funding for certain projects. This will be considered with regard to the Commonwealth's role as the program policy owner and the overarching purpose of this Schedule and the mutual commitments between the Parties to achieving its outcomes.
- b) In addition to the requirements set out in clause 21 of the Federation Funding Agreement – Infrastructure, where the Commonwealth has agreed to State participation in a public announcement of project event, States agree to:
 - i) consult the Commonwealth prior the development and release of any promotional-related materials concerning projects funded through the Schedule;
 - ii) provide reasonable opportunity for the Commonwealth to contribute to developing communications strategies for projects funded through the Schedule;
 - iii) provide the Commonwealth with equal access to products that States obtain for use in the development of promotional material including but not limited to project data, footage and images; and
 - iv) recognise the Commonwealth's funding contribution to projects in all publications, promotional and advertising materials, including project signage, and public announcements and activities in relation to a project.

7) Reporting and Governance Arrangements

- a) The States agree to participate in regular program oversight meetings for the purpose of monitoring and assessing performance in delivery of projects under this Schedule, as set out in the Notes on Administration.
- b) In particular, the States will provide timely and relevant information on the development and progress of funded projects,

	<p>to the Commonwealth, as and when requested and in a format agreed with the Commonwealth, as set out in the Notes on Administration. This will allow the Commonwealth to meet accountability and transparency requirements and expectations for expenditure of Commonwealth public funds.</p> <p>c) The States will liaise with project proponents where required, or within its government, in order to assist the Commonwealth in performing its roles and responsibilities for the program.</p>
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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

2024

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

The Honourable [insert name] MP
Minister for [insert title]

2024

Signed for and on behalf of the State of Victoria by

The Honourable [insert name] MP
Minister for [insert title]

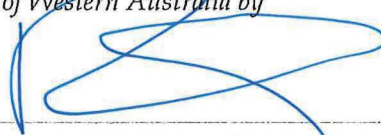
2024

Signed for and on behalf of the State of Queensland by

The Honourable Grace Grace MP
Minister for State Development and Infrastructure

2024

Signed for and on behalf of the State of Western Australia by



The Honourable Rita Saffioti MLA
Deputy Premier

03 SEP 2024

2024

Signed for and on behalf of the State of South Australia by

The Honourable Tom Koutsantonis MP
Minister for Infrastructure and Transport

2024

Signed for and on behalf of the State of Tasmania by

The Honourable [insert name] MP
Minister for [insert title]

2024

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

*Signed for and on behalf of the
Northern Territory by*

The Honourable [insert name] MLA
Minister for [insert title]

The Honourable [insert name] MP
Minister for [insert title]

2024

2024