

Disaster Ready Fund Round Two – South Australia

FEDERATION FUNDING AGREEMENT – ENVIRONMENT

Table 1: Formalities and operation of schedule													
Parties	Commonwealth of Australia (Commonwealth) South Australia (SA)												
Duration	This Schedule will commence as soon as both Parties sign it and will expire on completion of all projects and performance milestones under the Schedule, in accordance with timeframes outlined in the Program Guidelines and Implementation Plan. The Agreement may be terminated earlier or extended as agreed in writing by the Parties.												
Purpose	This Schedule will support the delivery of projects identified through Round Two of the Disaster Ready Fund (Program), which will help drive long term resilience and sustainability by delivering projects that mitigate the impact of disasters on communities, economies, and the environment. Funding provided under this Schedule will contribute to the delivery of the projects listed at Attachment A , and support state and territory governments with Program administration as established at Attachment B .												
Estimated financial contributions	<p>The Commonwealth will provide to SA an estimated total financial contribution of \$20,546,278.58 (GST exclusive) in respect of this Schedule. SA will be responsible for arranging financial and/or in-kind contributions for projects to an estimated total value of \$27,367,749.00, and for Program administration to an estimated total value of \$303,639.59.</p> <table border="1"> <thead> <tr> <th>Funding category</th> <th>AUD</th> </tr> </thead> <tbody> <tr> <td><i>Estimated*</i> Commonwealth contribution for projects</td> <td>\$20,242,639.00</td> </tr> <tr> <td><i>Estimated*</i> non-Commonwealth contributions for projects (1)</td> <td>\$27,367,749.00</td> </tr> <tr> <td><i>Estimated*</i> Commonwealth contribution for Program administration (2)</td> <td>\$303,639.58</td> </tr> <tr> <td><i>Estimated*</i> SA contribution for Program administration (3)</td> <td>\$303,639.58</td> </tr> <tr> <td><i>Estimated*</i> total budget (projects and Program administration)</td> <td>\$48,217,667.16</td> </tr> </tbody> </table> <p>(1) = value of all financial and in kind contributions to be provided by SA and third party project proponents. (2) = In accordance with section 6.2 of the Program Guidelines, the Commonwealth contribution for Program administration is up to 1.5 per cent of the total Commonwealth funding awarded to SA for projects under Round Two.</p>	Funding category	AUD	<i>Estimated*</i> Commonwealth contribution for projects	\$20,242,639.00	<i>Estimated*</i> non-Commonwealth contributions for projects (1)	\$27,367,749.00	<i>Estimated*</i> Commonwealth contribution for Program administration (2)	\$303,639.58	<i>Estimated*</i> SA contribution for Program administration (3)	\$303,639.58	<i>Estimated*</i> total budget (projects and Program administration)	\$48,217,667.16
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	<p>(3) = In accordance with section 6.2 of the Program Guidelines, SA is required to match the administrative funding provided by the Commonwealth (either cash or in-kind).</p> <p>*Amounts shown may not add to totals due to rounding.</p>
<p>Additional terms</p>	<p>Allocation of funds</p> <p>(1) The Parties understand that this Schedule is made in good faith and there is an expectation that funding will be apportioned to projects as shown at Attachment A, and used for Program administration as shown at Attachment B.</p> <p>Implementation Plans</p> <p>(2) Implementation Plans for each project under the Schedule will be developed by SA and provided to the Commonwealth for endorsement as soon as possible, but no later than three months after the commencement of this Schedule unless otherwise agreed by the Commonwealth.</p> <ul style="list-style-type: none"> a. The requirements of the Implementation Plans are set out in the Audit and Reporting Framework for the Program, as issued by the Commonwealth and amended from time to time and to the extent that they are not inconsistent with the terms of this Schedule. b. The Commonwealth will review Implementation Plans within four weeks of receipt. c. Expenditure of Commonwealth funds awarded cannot be incurred until the Commonwealth has endorsed the Implementation Plan for that project, in writing. d. With written approval from SA, project proponents can commence activities that use only a co-contribution referred to in Attachment A or do not incur expenditure, prior to the endorsement by the Commonwealth of the Implementation Plan. e. The Commonwealth will not be liable, and should not be held as being liable, for any activities undertaken before an Implementation Plan covering that project is endorsed. <p>Performance monitoring and reporting</p> <p>(3) The Parties acknowledge that payments under these agreements would usually be tied to the performance milestones at Table 2 below. In lieu of milestone based payments under this agreement, SA commits to honouring the reporting obligations required by this Schedule.</p> <p>(4) The frequency and timing of reporting under this Schedule is set out at <u>Table 2: Performance requirements and payment summary</u></p> <p>(5) The content requirements of reporting under this Schedule are set out in the Audit and Reporting Framework for the Program, as issued by</p>

the Commonwealth and amended from time to time and to the extent that they are not inconsistent with the terms of this Schedule.

- (6) The Commonwealth may use the Program Reporting Material provided by SA as required under the Program Guidelines, including to inform the monitoring and evaluation of the Disaster Ready Fund.

Third party project proponents

- (7) In line with the Program Guidelines, SA may engage third party project proponents to support the delivery of projects under this Schedule.
- (8) While third party project proponents are not signatories to this Schedule, SA is solely responsible for ensuring third party compliance with the *Disaster Ready Fund Act 2019*, the Disaster Ready Fund Program Guidelines for Round Two, and the terms and conditions of this Schedule.
- (9) Subject to clause 2.c SA can enter into negotiation of funding agreements with third party project proponents prior to the endorsement by the Commonwealth of the relevant Implementation Plans.

Repayment of amounts to the Commonwealth

- (10) If efficiencies or overspends are identified, funding may be reallocated to/from other projects under this Program in SA with the Commonwealth's approval, which will not be unreasonably withheld.
- (11) In accordance with subsection 21(4) of the *Disaster Ready Fund Act 2019*, the Commonwealth reserves the right to recover an amount provided under this Schedule, where:
- a. a project cannot be delivered in line with the relevant Implementation Plan and the project cannot be appropriately scaled or varied,
 - b. the Commonwealth and SA cannot reach an agreement on how to reallocate the funds, or
 - c. the Commonwealth considers, in its absolute discretion, that another condition of this Schedule is not met.
- (12) The Commonwealth will determine on a reasonable basis whether an amount should be repaid, and if so, how much should be repaid, with regard to the circumstances of each matter.
- (13) The Commonwealth will not recover an amount provided under this Schedule where the funds have been expended by SA in good faith on project delivery in line with the relevant Implementation Plan.

Intellectual Property rights

- (14) SA owns the Intellectual Property rights in the Activity Material of projects at Attachment A.
- (15) This Schedule does not affect ownership of any Intellectual Property rights in Existing Material.

	<p>(16) To the extent that the Commonwealth needs to use any of the Activity Material, SA will agree to terms with the Commonwealth for access to required materials.</p> <p>(17) SA must ensure that any arrangement it enters into with a project proponent includes a licence of Intellectual Property rights to the Commonwealth in a form substantially the same as in clauses 14-16 above.</p> <p>(18) This Schedule is subject to the special conditions set out below. If there is any inconsistency between the provisions of this Schedule and the special conditions, the special conditions, to the extent of the inconsistency, prevail.</p> <p>(19) [SPECIAL CONDITIONS] The following projects are exempt from clauses 14-17.</p> <ul style="list-style-type: none"> a. - DRF200498: Sugar Shack - Awakening Peramangk cultural practices through Kiri (fire) b. - DRF200364: SA Council of Social Services - People at Risk in Emergencies 2025-2027 c. - DRF200482: Institute of Public Works Engineering Australasia (IPWEA) - Climate Resilient Infrastructure (Best Practice Guidelines, Training)
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Glossary

Activity	The project activity described in this Schedule, including the provision of the Reporting Material.
Activity Material	Any Material, other than Reporting Material, created or developed as a result of Program funding.
Existing Material	<p>Means any Material that:</p> <ul style="list-style-type: none"> (a) was in existence before the receipt of Program funding; or (b) is developed independently of Program funding <p>and that is incorporated in, supplied with or as part of, or required to be supplied with or as part of, the Activity Material.</p>
Intellectual Property (IP)	Means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the Copyright Act 1968). IP covers the wide range of intangible property that is the result of the creative and intellectual effort of individuals and organisations. This includes but is not limited to

	inventions, computer programs, databases, data, broadcasts, trade marks and designs.
Project proponent	The entities responsible for delivering the project, including day to day project management. Also known as delivery partners or applicants.
Program/the Program	The Disaster Ready Fund
Reporting Material	Means all implementation plans, performance, final, and ad hoc reports which SA is required to provide to the Commonwealth for the purposes of keeping the Commonwealth up-to-date with the performance of the Activity, as specified in this schedule.

Table 2: Performance requirements and payment summary

Output/s	Performance milestones	Due Date	Payment
As detailed in each project application and Implementation Plans.	SA enters into a funding agreement with the Commonwealth.	Upon signing of this Schedule by both Parties.	\$20,546,278.58
	Commonwealth endorsement of Implementation Plans, submitted by SA, encompassing all projects under the Schedule.	Implementation Plans submitted to the Commonwealth for endorsement within three months of the commencement of this Schedule. The Commonwealth will review Implementation Plans within four weeks of receipt.	N/A
	Commonwealth acceptance of Performance Reports, submitted by SA, encompassing all projects under the Schedule, and updates on the use of administration funding.	Performance Reports submitted to the Commonwealth quarterly, in line with due dates advised by the Commonwealth, until the completion of all projects under the Schedule.	N/A
	Commonwealth acceptance of Final Reports, submitted by SA, encompassing all completed projects under the Schedule.	Final Reports submitted to the Commonwealth no later than six months from the end of the quarterly Performance Report period that the related projects completed in.	N/A
	Commonwealth acceptance of an Audit Report, submitted by SA, encompassing all Material Projects under the Schedule.	Audit Report submitted to the Commonwealth no later than nine months from the end of the financial year in which the final project under the Schedule is completed.	N/A
	Commonwealth acceptance of any ad hoc report/s requested.	As specified by the Commonwealth in respect of each request.	N/A
	Commonwealth acceptance of any financial declarations requested.	As specified by the Commonwealth in respect of each request.	N/A

* For the purposes of this Schedule, the following terms have the meanings set out in the Audit and Reporting Framework for the Program: Implementation Plan, Performance Reports; Final Report; Audit Report; Material Projects; Ad Hoc Report; Financial Declaration.

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

Signed for and on behalf of the Commonwealth of
Australia by

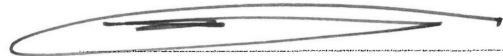


Senator the Hon Jenny McAllister
Minister for Emergency Management
Minister for Cities

[Day] [Month] [Year]

27. 11. 21

Signed for and on behalf of SA



The Hon Dan Cregan MP
Minister for Police, Emergency Services and
Correctional Services
Special Minister of State

[Day] [Month] [Year]

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