

Macquarie Wharf 6 (Port of Hobart)

FEDERATION FUNDING AGREEMENT - ENVIRONMENT

Table 1: Formalities and operation of schedule	
Parties	Commonwealth of Australia (Commonwealth) State of Tasmania (Tasmania)
Duration	This Schedule is expected to expire on 30 June 2029
Purpose	<p>This Schedule will support the Australian Government's commitment to the Australian Antarctic Program (AAP) through delivery of a fit for purpose wharf ("Macquarie Wharf 6" or "Wharf 6") in Hobart to provide a berth for Australia's Antarctic Icebreaker, <i>RSV Nuyina</i>.</p> <p>A new modern Wharf 6 will:</p> <ul style="list-style-type: none"> • Provide a home berth for <i>RSV Nuyina</i> including supporting the requirement to load, unload and layup in the Port of Hobart. • Provide an operational berth for other vessels contracted by the Commonwealth in support of the AAP. • Provide an operational berth suitable for vessels operated by other national Antarctic programs and scientific research organisations. • Provide a modern and fit-for-purpose berth for other uses by Tasmanian Ports Corporation Pty Ltd (TasPorts) when not otherwise required for the purposes of the AAP. <p>This Schedule recognises that significant investment is required by the Commonwealth and Tasmania to deliver facilities to ensure the AAP is best placed to support Australia's interests in Antarctica. The AAP is delivered by the Commonwealth through the Australian Antarctic Division (AAD) which is part of the Department of Climate Change, Energy, the Environment and Water (DCCEEW).</p> <p>All references to 'TasPorts' in this Schedule include any successor to 'TasPorts' performing the same or similar functions as 'TasPorts' for Tasmania.</p>

<p>Estimated financial contributions</p>	<p>The Commonwealth will provide a total financial contribution to Tasmania of \$188.0 million in respect of this Schedule. All payments are GST exclusive.</p> <hr/> <p>Table 1 (\$ million)</p> <table border="1"> <thead> <tr> <th></th> <th>2025-26</th> <th>2026-27</th> <th>2027-28</th> <th>2028-29</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Estimated total budget</td> <td>47.0</td> <td>47.0</td> <td>47.0</td> <td>47.0</td> <td>188.0</td> </tr> <tr> <td><i>Less estimated National Partnership Payments</i></td> <td><i>47.0</i></td> <td><i>47.0</i></td> <td><i>47.0</i></td> <td><i>47.0</i></td> <td><i>188.0</i></td> </tr> <tr> <td>Balance of non-Commonwealth contributions</td> <td>0.0</td> <td>0.0</td> <td>0.0</td> <td>0.0</td> <td>0.0</td> </tr> </tbody> </table>		2025-26	2026-27	2027-28	2028-29	Total	Estimated total budget	47.0	47.0	47.0	47.0	188.0	<i>Less estimated National Partnership Payments</i>	<i>47.0</i>	<i>47.0</i>	<i>47.0</i>	<i>47.0</i>	<i>188.0</i>	Balance of non-Commonwealth contributions	0.0	0.0	0.0	0.0	0.0
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<p>Additional Terms</p>	<ol style="list-style-type: none"> 1. Projects: Tasmania has agreed to: <ol style="list-style-type: none"> a. Redevelop the existing Macquarie Wharf 6 with a new wharf that complies with the AAD's <i>Functional Requirements</i>¹. b. Provide shore power for RSV <i>Nuyina</i> at Macquarie Wharf 6. c. Deliver a refuelling solution for RSV <i>Nuyina</i>. 2. Further Obligations: In addition, Tasmania agrees that it will: <ol style="list-style-type: none"> a. Guarantee priority access at Macquarie Wharf 6 to the AAD for 30 years from completion of construction. b. Accept responsibility for all lifecycle and maintenance costs for Macquarie Wharf 6 for a period of 30 years from the completion of the redevelopment. To assist with these costs, this Schedule provides a Commonwealth contribution of \$26 million (included in Table 1 above). c. Work with the AAD on the development of shoreside infrastructure to support AAP operations. 3. The Commonwealth agrees to pay charges for variations to the project which affect the overall cost where the variation is: <ol style="list-style-type: none"> a. A change to the AAD's <i>Functional Requirements</i>; and b. The change results in an increase in costs. <p>Any additional charges will be subject to agreement between the Parties and will be reflected through a variation to this Schedule.</p> 																								

¹ Macquarie Wharf Functional Requirements Rev 1 (External) dated July 2024

Third Parties

4. Tasmania may engage third parties to support the delivery of the Projects.
5. The parties acknowledge the role that TasPorts will play in support of Tasmania to deliver the Projects and Further Obligations.
6. While third parties are not signatories to this Schedule, Tasmania is responsible for ensuring third party compliance with the terms and conditions of this Schedule.

Asset Ownership

7. Any assets being constructed or modified as part of the Projects must already have existing asset ownership arrangements in place. The Commonwealth will not acquire any assets nor accept any liability for any maintenance or recurrent costs from works undertaken or associated with any of the Projects.

Further Agreement/s

8. The parties acknowledge and agree that:
 - a. it will be necessary for other agreement/s to be entered into between the parties, and between the parties and TasPorts, in relation to the matters set out in this Schedule (together, the Further Agreements);
 - b. the parties intend for Further Agreement/s to be entered into no later than 30 June 2025; and
 - c. Further Agreements will encompass details regarding the implementation of the Projects and Further Obligations, and are expected to include, but are not limited to, an agreement between TasPorts and the Commonwealth for the provision of operating services at the Port of Hobart by TasPorts.

Governance Arrangements

9. A governance structure will be proposed by Tasmania and will comprise Commonwealth and Tasmanian representatives who will be responsible for:
 - a. providing ongoing strategic direction and guidance for implementation of approved projects; and
 - b. oversight of Project Plans, including the reporting of progress and the management of variations.
10. A Terms of Reference for the governance structure will be developed by Tasmania and agreed between the Parties as soon as possible but no later than 30 June 2025.

Project Plans

11. Project Plans will be developed by Tasmania (in consultation with the Commonwealth) for each of the 3 Projects (as detailed at Terms 1a-1c).
12. Project Plans will be provided to the Commonwealth for approval as soon as possible, but no later than three months after the commencement of this Schedule (unless otherwise agreed by the Commonwealth).
13. The Parties may amend the Project Plans by mutual consent.

Performance Monitoring and Reporting

14. The Parties acknowledge that payments under this agreement will be tied to the performance milestones at Table 2 Performance requirements, reporting and payment summary.
15. Reporting requirements will be detailed in the Terms of Reference for project governance.
16. Throughout the project period, the Commonwealth may ask Tasmania for ad-hoc reports in addition to those listed in Table 2, including but not limited to interim reports, details of media events, information requests from the Commonwealth Minister and meetings to discuss the project implementation.
17. The Commonwealth may request Tasmania to provide a declaration that the funding was spent in accordance with the Federation Funding Agreement-Environment Head Agreement (FFA) and this Schedule.

Recognition of Funding

18. In addition to the requirements set out in clause 21 of the FFA, Tasmania agrees to:
 - a. recognise the Commonwealth Contribution to the Projects in all publications, promotional and advertising materials including project signage, and all public announcements and activities in relation to the Projects as appropriate, and must consult the Commonwealth prior to the release of all promotional-related material concerning the Projects;
 - b. provide reasonable opportunity for the Commonwealth to contribute to developing communications strategies and associated materials;
 - c. provide the Commonwealth with equal access to products obtained under this Schedule for use in the development of

	<p>promotional material, including but not limited to project data, footage and images; and</p> <p>d. as the Commonwealth is a majority funder of the redevelopment of Macquarie Wharf 6, promotional material and public recognition, including announcements and launch events, should provide major prominence to the Commonwealth.</p>
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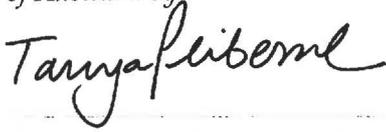
Table 2: Performance requirements, reporting and payment summary

Output	Performance milestones	Report due	Payment
Milestone 1			
1a. Agreed Governance Arrangements	Commonwealth acceptance of Governance Arrangements for the Project.	30/06/25	
1b. Signed Agreement with Tasmania (as provided for by Term 8 of the Schedule)	Agreement signed by the Commonwealth and Tasmanian Government.	30/06/25	
1c. Guarantees for continuation of leases and alternate wharfs	Commonwealth acceptance of terms, including: <ul style="list-style-type: none"> - Signed interim Priority Berthing Licence for alternate Wharfs. - Covering agreement regarding extension of leases. 	30/06/25	
1d. Acceptance of Terms for Operational Charges	Commonwealth acceptance of terms for operational charges (proposed by TasPorts).	30/06/25	
1e. Project Plan – Wharf 6 and Shore Power	Commonwealth acceptance of the Project Plan for the Wharf 6 Redevelopment (including Shore Power).	30/04/25	
1f. Project Plan – Refueling Solution	Commonwealth acceptance of the Project Plan for provision of a Refueling Solution for RSV <i>Nuyina</i> .	30/04/25	
1g. Proposal for development of Shoreside Infrastructure and supporting facilities (refer to Term 2c of the Schedule)	Commonwealth acceptance of the development of Shoreside Infrastructure proposal.	30/06/25	
1h. Tender process commenced for Wharf 6 redevelopment	Tender process commencement (including engagement with potential construction partners - managed by TasPorts).	30/06/25	
Total for Milestone 1		31/07/2025	
Milestone 2 Contract Award	Award of a construction contract by TasPorts.	30/11/2025	\$27.00 m
Milestone 3 Provision of a refueling option for RSV <i>Nuyina</i> in Hobart	Commonwealth acceptance of Tasmanian Government's Refueling Solution, available for use in Antarctic Season 26/27.	31/07/2026	\$2.00 m
Milestone 4 Construction Year 2 – Part 1	Detailed construction milestones to be developed and agreed between the Parties, after which this Schedule will be updated. Commonwealth acceptance of design confirming the proposed Wharf 6 will satisfy the AAD's <i>Functional Requirements</i> .	31/08/2026	\$21.50 m

Milestone 5 Construction Year 2 – Part 2	Detailed construction milestones to be developed and agreed between the Parties, after which this Schedule will be updated.	28/02/2027	\$23.50 m
Milestone 6 Construction Year 3 – Part 1	Detailed construction milestones to be developed and agreed between the Parties, after which this Schedule will be updated.	31/08/2027	\$23.50 m
Milestone 7 Construction Year 3 – Part 2	Detailed construction milestones to be developed and agreed between the Parties, after which this Schedule will be updated.	28/02/2028	\$23.50 m
Milestone 8 Completion of Shore Power - Wharf 6	Commonwealth acceptance that the Shore Power installation is ready for use.	31/08/2028	\$5.00 m
Milestone 9 Completion of Works - Wharf 6	Commonwealth acceptance that construction has been completed and that the new Wharf 6 satisfies the Commonwealth's functional requirements. Signed final Priority Berthing Licence for Wharf 6.	31/08/2028	\$16.00 m
Milestone 10 Transition to Ongoing Maintenance of Wharf 6	Commonwealth acceptance of a management plan for inspection and maintenance for Wharf 6 (this represents payment of the Commonwealth's contribution to ongoing lifecycle and maintenance costs).	30/09/2028	\$26.00 m

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

Signed for and on behalf of the Commonwealth
of Australia by



The Honourable Tanya Plibersek MP
Minister for Environment and Water

[Day] [Month] [Year]

08.01.25

Signed for and on behalf of the State of
Tasmania by



The Honourable Jeremy Rockliff MP
Premier

[Day] [Month] [Year]

10 / 2 / 25