

Department of Primary Industries and Regional Development (DPIRD) response

On Monday 2 September 2019 a Hearing of the Standing Committee on Financial Operations – Inquiry into the Governments Local Projects Local Jobs (LPLJ) Program, was held.

The Hearing was attended by:

- DPIRD Director General, Mr Ralph Addis,
- DPIRD Director of Investment Management, Mr Brett Sabien,
- Mid West Regional Development Commission Chief Executive Officer, Mr Gavin Treasure, representing the Regional Development Commissions.

At the Hearing, further information was requested resulting in 10 Supplementary Questions (as extracted from the *Uncorrected Transcript of Evidence*). DPIRD provided a response to these Supplementary Questions on 23 September 2019.

On 25 September 2019, DPIRD received a letter, from the Standing Committee on Estimates and Financial Operations, requiring additional clarification as a result of responses provided at the hearing.

The following information provides responses to these questions and documents requested. Attachments are referenced accordingly.

Question 1

Can you please provide a copy of the original list of the LPLJ project/commitments assigned to your agency to administer.

Please refer to Attachment A1 – LPLJ Supplementary Questions 24-09-2019 – Projects List – Status – Financials.

The spreadsheet identifies all projects managed by DPIRD and the RDC's categorised as:

- Original List.
- Sub-Projects developed from original list of projects/programs.
- Additional projects as a result of the receipt of supplementary funding (e.g. Collie Preston Region) or the re-allocation of unspent funds to a new project.

Please note that the project numbers have varied since program inception as a result of the following scenarios:

- A project is originally allocated funding but does not proceed and funding is withdrawn.
- Withdrawn project funds are re-allocated to create a new project.
- Unspent funds from one project are re-allocated to create a new project.
- A program listed initially as one project is subsequently split into sub-projects.
- Additional projects as a result of the receipt of supplementary funding e.g. Collie Preston Region for which funding was omitted in the original Cabinet allocation.

The variation in project numbers has not altered the Cabinet approved allocated funding to each RDC.

Question 2

In relation to each project/commitment, please provide:

(a) the current status of each project/commitment (i. e. acquitted, in progress);

Refer to Attachment 1 – LPLJ Additional Questions 24-09-2019 – Projects List – Funding – Status – Financials for a list of these projects.

The spreadsheet provides information requested in question 2(a), (b), (c), (d), (e), that is, Project name, Responsible Commission, Funding Commitment, Project Status and Financial Status including treatment of underspend where relevant.

(b) the dollar value of each original project/commitment;

- Please refer to Attachment 1 – LPLJ Additional Questions 24-09-2019 – Projects List – Funding – Status – Financials.

(c) whether the funding allocated to each project/commitment was spent in full;

- Please refer to Attachment 1 – LPLJ Additional Questions 24-09-2019 – Projects List – Funding – Status – Financials.

(d) whether there was an underspend in relation to any project/commitment; and

- Please refer to Attachment 1 – LPLJ Additional Questions 24-09-2019 – Projects List – Funding – Status – Financials.

(e) what happened to any unspent funds in relation to each project/commitment (i.e. retained by grantee, remitted to the agency)

- Please refer to Attachment 1 – LPLJ Additional Questions 24-09-2019 – Projects List – Funding – Status – Financials.

Question 3

Please provide a copy of the template grant agreement(s) used by your agency to administer the LPLJ projects.

Agreement between DPIRD and Regional Development Commissions (RDC's):

- Please refer to Attachment A2.1 – LPLJ – Supplementary Question – DPIRD Template – Letter of Agreement

Agreement between Regional Development Commissions and Grant Recipients:

- Please refer to Attachment A2.2 – LPLJ – Supplementary Question – DPIRD Template – Grant Agreement

Question 4

Please provide an explanation of you agency's process for managing variations to LPLJ projects?

DPIRD has established policies and guidelines to manage variations to funded projects. These guidelines ensure that changes to project scope are documented and funding remains allocated to deliverables for which the grant was originally intended.

The terms of the agreement between DPIRD and the RDC's require variations to projects to be managed by the RDC's, in consultation with the grant recipients, in accordance with the following guidelines provided by the Department of Premier and Cabinet (DPC).

Variations/Changes of scope

If the grant recipient wishes to alter the intended use of the committed funds, the request should first be approved in writing by the local member.

This request and local member approval is then submitted to the Minister for Regional Development for consideration. The Minister's Office will then liaise with the Premier's Office to determine approval or otherwise and communicate the decision to the Department of Premier and Cabinet (DPC) for noting, and back to the DPIRD and the RDC's for implementation.

If the change of scope is not supported, and the project will not be proceeding, the funds should be returned through DPIRD to the Department of Treasury.

Variations/Underspends

Should a project come in under budget, and the grant recipient makes no proactive approach to propose alternative expenditure of funds, the funds are to be returned through DPIRD to the Department Treasury.

Where a grant recipient requests an alternative use of remaining funds, the request needs to be approved in writing by the local member. This request is then submitted to the Minister for Regional

Development for consideration. The Minister's Office will then liaise with the Premier's Office to determine approval or otherwise and communicate to DPC for noting, and back to the DPIRD and the RDC's for implementation.

Any variation to overall LPLJ Program funding administered by each RDC requires approval by the Minister for Regional Development.

Please refer to the following attachments for further information on the variations process:

- Attachment A2.1 – LPLJ – Supplementary Question – DPIRD Template – Letter of Agreement Attachment
- A3.1 – LPLJ Supplementary Questions 24-09-2019 – RfR Variation Guide.
- Attachment A3.2 – LPLJ Supplementary Questions 24-09-2019 – RfR Variation Check List.
- Attachment A3.3 – LPLJ Supplementary Question 24- 09-2019 – DPIRD Template – LoA Variation.

Question 5

Please provide an explanation of your agency's acquittal process (please provide any guidelines/policies)

The Local Projects Local Jobs Grants process followed the grants reporting and acquittals process used for other small grants administered by DPIRD.

There are two phases to the finalisation and financial acquittal of LPLJ Grants.

Phase 1: Final Acquittal Report between Grant Recipient and the RDC's.

On completion of the project, the Grant Recipients are required to submit a Final Acquittal Report describing how the:

- Grant provided by the RDC from Royalties for Regions funds were used; and
- project met the approved purpose of the Grant and the project outcomes stated in the Grant Agreement.

The Final Acquittal Report also provides a financial reconciliation confirming budget and financial expenditure on the project.

This is undertaken through a statement of income and expenditure relating to the project, signed by the grant recipient's Chief Executive Officer or equivalent. The statement should clearly detail that grant funds were expended for the purpose of and in accordance with the funding application and the agreement.

Where the Grant Funds exceed \$50,000, an audited financial statement by an Independent Financial Auditor (External Auditor not employed by the Grant Recipient) needs to be provided. Please refer to the following attachments for relevant templates:

- Attachment A2.2 – LPLJ – Supplementary Question – DPIRD Template – Grant Agreement
- Attachment A4.1 – LPLJ – Supplementary Question 24-09-2019 – Template – Final Acquittal Report – RDC for a copy of the Final Report Template.

Phase 2: Final Report between the RDC's and DPIRD

Once all LPLJ projects within their region have been acquitted, the RDC's are required to provide DPIRD with a Final Report. This report provides a summary of all projects funded under the LPLJ Program and an overall review of:

- how the grants provided from Royalties for Regions fund were used; and
- what benefits were accrued from the projects through the provision of those funds.

The Final Report also provides a financial reconciliation detailing and confirming budget and financial expenditure on the LPLJ Program. The RDC's are required to reconcile the LPLJ program expenditure against the total funding disbursed by DPIRD to the RDC. A statement of Income and Expenditure relating to the entire LPLJ program managed by the RDC is provided.

The Final Report financial statement is also required to ensure that Royalties for Region funds have been appropriately expended and that unspent funds have been returned to the Department of Treasury. In all cases, an Audited Financial Statement and Opinion provided by an Independent Financial Auditor is required.

The Final Report is signed by the Chief Executive Officer and the Chief Financial Officer of the RDC's confirming that grant funds were expended in accordance with the expenditure proposed in the agreement.

The Final Report is reviewed by the DPIRD and assessed:

- against program- outcomes;
- to confirm that program financials have been reconciled and are accurate; and
- unspent funds returned to the Department of Treasury.

Once the DPIRD Evaluation and Grants Systems Team is satisfied, the project is acquitted and records updated accordingly. The Final Report Template and guidelines are shown in Attachment A4.2 – LPLJ - Supplementary Question 24-09/2019 – DPIRD – RDC's – Final Report DPIRD – RDC's for a copy of the Final Report Template and guidelines.

ORIGINAL LIST							
Responsible Commission	Project ID	Project Name	Progress status	Funding committed (\$)	Committed funding spent in full?	Underspend? (\$)	Treatment of underspend \$
PDC	REG001	5 Mile Camp	Project in Progress	55,000	Unknown - not acquitted		
MWDC	REG002	Access Geraldton	Acquitted	25,000	YES		
GSDC	REG003	New Tiered Seating	Acquitted	30,000	YES		
GSDC	REG004	Albany Lever Action Rifle Club Inc	Acquitted	40,000	YES		
GSDC	REG005	Albany Netball Association Inc	Acquitted	5,000	YES		
GSDC	REG006	Albany PCYC	Acquitted	30,000	YES		
GSDC	REG007	Albany Primary School P&C	Acquitted	11,000	YES		
GSDC	REG008	Albany Sea Rescue Squad Inc	Acquitted	50,000	YES		
KDC	REG008G	SAFE [Save Animals From Euthanasia] Broome	Acquitted	5,000	YES		
GSDC	REG009	Albany Senior High School P&C	Acquitted	25,000	YES		
GSDC	REG010	Albany Speedway Club Inc	Acquitted	50,000	YES		
SWDC	REG011	Australind Skatepark	Acquitted	100,000	YES		
KDC	REG012	Balgo Arts Centre	Project in Progress	20,000	Unknown - not acquitted		
SWDC	REG013	Basketball Business Case	Acquittal in Progress	5,000	Unknown - not acquitted		
PDC	REG014-1	Newman 50m Swimming Pool Upgrade	Acquittal in Progress	95,000	YES		
KDC	REG015	Beagle Bay Youth Centre	Project in Progress	70,000	Unknown - not acquitted		
KDC	REG016	Bidyadanga Emus Football Club	Acquitted	10,000	YES		
Peel DC	REG017	Bortolo District	Project Completed	200,000	Unknown - not acquitted		
GSDC	REG018	Bremer Bay P&C	Acquitted	50,000	YES		
GSDC	REG019	Bremer Bay Sea Rescue Inc	Acquitted	25,000	YES		
KDC	REG020	Broome Men's Shed	Acquitted	10,000	YES		
KDC	REG021	Broome Motocross	Acquitted	10,000	YES		
SWDC	REG022	Brunswick River Cottages Stage 2	Acquitted	100,000	YES		
SWDC	REG023	Bunbury Master Swimming Club Carnival	Acquitted	750	YES		
MWDC	REG024	Bundiyarra Newsletter	Acquitted	20,000	YES		
GEDC	REG025	Buy the Loopline Tram to keep it in the City	Acquitted	100,000	YES		
SWDC	REG026	Carey Park P&C	Acquitted	2,000	YES		
SWDC	REG027	Changemakers Festival	Project Completed	8,000	YES		
GSDC	REG028	City of Albany Milpara Park	Acquitted	50,000	YES		
SWDC	REG029	City of Bunbury Eisteddfod Sixtieth Anniversary Event	Acquitted	25,000	YES		
Peel DC	REG031	Community Safety - Mandurah	Acquitted	350,000	YES		
GEDC	REG032	Coolgardie Skate Park Upgrade	Project Completed	50,000	YES		
Peel DC	REG033	McLennan Reserve, Madora Bay	Project in Progress	60,000	Unknown - not acquitted		
MWDC	REG034	Creative Hub Upgrade - Geraldton	Acquitted	30,000	YES		
GEDC	REG035-1	Dentist Facilities at Victoria Park Nursing Home	Acquitted	125,000	YES		
KDC	REG036	Derby Youth Centre	Acquitted	50,000	YES		
GEDC	REG037	Dirt Bins	Acquitted				Merged with Project # REG158
PDC	REG038	Drinking Water Fountain	Acquitted	30,000	YES		
MWDC	REG039	Drummonds Beach Revitalisation and Enhancement Project	Project in Progress	50,000	Unknown - not acquitted		

Peel DC	REG040	Dwellingup Town Square Redevelopment	Project in Progress	200,000	Unknown - not acquitted		
Peel DC	REG041	Eastern Foreshore playground	Acquitted	10,000	YES		
SWDC	REG042	Equipment Grant for Bunbury Men's Shed	Acquitted	5,000	YES		
SWDC	REG043	Equipment grant for Bunbury Multicultural Group	Acquitted	10,000	YES		
SWDC	REG044	Equipment grant for Bunbury PCYC	Acquitted	25,000	YES		
Peel DC	REG045	Equipment Grant for Falcon Men's Shed	Acquittal in Progress	10,000	Unknown - not acquitted		
Peel DC	REG046	Eros Reserve Shade, Silver Sands - Shade over park \$15,000 (Orion Road)	Acquitted	20,000	YES		
SWDC	REG047	Establish a community care centre for families experiencing the impacts of meth	Acquitted	50,000	YES		
SWDC	REG048	Event and Marketing Officer and programs for the CBD	Project in Progress	70,000	Unknown - not acquitted		
SWDC	REG049	Harvey Community and Sporting Facility - Accessible Toilets	Project in Progress	100,000	Unknown - not acquitted		
Peel DC	REG050	Falcon Community Centre	Acquitted	20,000	YES		
Peel DC	REG051	Falcon Volunteer Fire and Rescue Service	Acquitted	30,000	YES		
KDC	REG052	Feed the Little Children	Acquittal in Progress	135,000	YES		
KDC	REG053	Fitzroy Crossing Young Leaders Group	Acquitted	30,000	YES		
KDC	REG054	Fitzroy Valley Men's Shed	Acquitted	5,000	YES		
GSDC	REG055	Flinders Park P&C	Acquitted	30,000	YES		
MWDC	REG056	Foodbank Geraldton Food Shortage Funding	Project in Progress	40,000	Unknown - not acquitted		
PDC	REG057	Funding for Marble Bar CRC	Acquitted	10,000	YES		
PDC	REG058	Funding for Well Women's Centre	Acquitted	10,000	YES		
MWDC	REG059	Geraldton Cycleway Strategy	Project in Progress	90,000	Unknown - not acquitted		
MWDC	REG060	Geraldton Mammogram Service	Acquitted	50,000	YES		
MWDC	REG061	Geraldton Surf Lifesaving Polaris	Acquitted	25,000	NO	\$1,823	Repurposed - variation approved (Dwest, Minister) for underspent funds be used towards nipper boards.
MWDC	REG062	Geraldton University Centre Audio Integration System	Acquitted	25,000	YES		
GEDC	REG063	Goldfields Touring Circuit Total	Acquitted	25,000	YES		
Peel DC	REG064	Grant for Dudley Park Bowls Club	Acquitted	10,000	YES		
Peel DC	REG065	Grant for Halls Head Bowling Club	Acquittal in Progress	10,000	Unknown - not acquitted		
Peel DC	REG066	Grant for Port Bouvard SLSC	Acquitted	10,000	Yes		
PDC	REG067	Grant for shade and lights at Skate park	Acquittal in Progress	35,000	Unknown - not acquitted		
PDC	REG068	Grant to animal welfare shelters - SAFE	Acquitted	15,000	YES		
PDC	REG069	Grant to Boonderu Music Academy	Acquitted	20,000	YES		
Peel DC	REG070	Grant to Bouvard Coast Care Group	Acquitted	20,000	YES		
Peel DC	REG071	Grant to Dawesville RSL Sub branch	Acquitted	10,000	YES		
Peel DC	REG072	Grant to Halls Head Community Recreation Centre	Acquitted	15,000	YES		
Peel DC	REG073	Grant to Halls Head Hockey club	Acquittal in Progress	5,000	Unknown - not acquitted		
Peel DC	REG074	Grant to Mandurah City Football Club	Acquittal in Progress	10,000	YES		
Peel DC	REG075	Grant to Mandurah Southern Districts Fire Brigade	Acquitted	30,000	YES		
Peel DC	REG076	Grant to Mandurah Wildlife Centre	Acquitted	40,000	YES		
Peel DC	REG077	Grant to Midway Community Care	Acquitted	50,000	YES		
Peel DC	REG078	Grant to Pat Thomas House	Acquitted	100,000	YES		
Peel DC	REG079	Grant to Peel-Harvey Catchment Council	Acquitted	20,000	YES		
Peel DC	REG080	Grant to Port Bouvard Recreation and Sporting Club	Acquitted	10,000	YES		
Peel DC	REG081	Grant to South Mandurah Tennis Club	Acquitted	10,000	YES		
Peel DC	REG082	Grant to the Halls Head Football and Netball Club	Acquitted	10,000	YES		

PDC	REG083-1	City of Karratha traffic calming devices	Acquitted	50,000	YES		
GSDC	REG084	Great Southern Storm Football Development Institute Inc	Acquitted	10,000	YES		
MWDC	REG085	Gunnado Farm Infrastructure Upgrade	Acquittal in Progress	50,000	Unknown - not acquitted		
KDC	REG087	Hornets Youth Development Team/Programs	Acquitted	15,000	YES		
PDC	REG088	Improve Cheeditha Community	Acquitted	20,000	YES		
PDC	REG089	Install lighting at Warralong Basketball Courts	Acquittal in Progress	12,000	Unknown - not acquitted		
SWDC	REG090	Installation of CCTV in Halifax	Acquitted	40,000	YES		
GSDC	REG091	Jerramungup P&C	Acquitted	10,000	YES		
PDC	REG092	Juluwarlu Aboriginal Group: Nana's programme	Acquittal in Progress	15,000	Unknown - not acquitted		
GEDC	REG093	Kalgoorlie Occasional Child Care Centre Shade Sails	Acquitted	40,000	YES		
PDC	REG094	Karratha	Project Completed	250,000	Unknown - not acquitted		
PDC	REG095	Karratha Women's Shelter equipment and upgrades	Acquitted	20,000	YES		
KDC	REG097	Kimberley Language and Resource Centre (KLRC)	Project in Progress	100,000	Unknown - not acquitted		
KDC	REG098	Koongie Park	Acquitted	25,000	YES		
KDC	REG099	Kununurra Demons Football Club	Acquitted	10,000	YES		
KDC	REG100	Kurnangki Community – Park	Acquitted	30,000	YES		
KDC	REG101	KWAC	Acquitted	50,000	YES		
Peel DC	REG102	Lake Clifton - Hardstand and roadworks	Acquitted	50,000	YES		
GEDC	REG103	Leonora - Shade Sails at Children's Playground	Acquitted	25,000	YES		
Peel DC	REG104	Lions Club of Falcon	Acquitted	10,000	YES		
GSDC	REG105	Little Grove P&C	Acquitted	64,000	YES		
GSDC	REG106	Lockyer Action Network Inc	Acquitted	56,000	YES		
KDC	REG107	Looma Football Club	Acquitted	10,000	YES		
GSDC	REG108	Lower King Community Kindergarten	Acquitted	30,000	YES		
Peel DC	REG109	Madora Bay Community Association	Acquitted	50,000	YES		
Peel DC	REG110	Mandurah State Emergency Service	Acquitted	50,000	YES		
Peel DC	REG111	Mandurah Surf Lifesaving	Acquitted	50,000	YES		
Peel DC	REG112	Mandurah Water Rescue Group	Acquitted	50,000	YES		
SWDC	REG113	Marketing for Bunbury Speedway	Acquitted	30,000	YES		
Peel DC	REG114	McLennan Reserve, Madora Bay	Acquitted	15,000	Yes		
MWDC	REG115	Young Leaders Program	Project in Progress	40,000	Unknown - not acquitted		
MWDC	REG116	Mid West School Holiday Engagement Program	Project in Progress	80,000	Unknown - not acquitted		
KDC	REG117	Midnight basketball project	Project in progress	5,000	Unknown - not acquitted		
GSDC	REG118	Mount Lockyer Primary P&C	Acquitted	20,000	YES		
GSDC	REG119	Mt Manypeaks P&C	Acquitted	32,000	YES		
KDC	REG120	Mulan Community - Kimberley Garden and Food Safari	Acquitted	20,000	YES		
GEDC	REG121	Music Recording in the North East Goldfields	Acquitted	20,000	YES		
PDC	REG122-1	Nullagine PS school library facilities	Acquitted	10,000	YES		
SWDC	REG124	New marine antenna for Bunbury Powerboat Club	Acquittal in Progress	50,000	Unknown - not acquitted		
SWDC	REG125	New sheet music for Bunbury Philharmonic	Acquitted	2,000	YES		
GEDC	REG126	New signage at Niagara Dam	Acquitted	35,000	NO	\$8,518	Returned to program funding. Request for invoice raised 13/12/17 and sent to proponent for processing
SWDC	REG127	New toilet block for the Bunbury Speedway	Project in Progress	50,000	Unknown - not acquitted		

PDC	REG128	Ngarluma Yindjibarndi Foundation	Acquittal in Progress	15,000	Unknown - not acquitted		
PDC	REG129	Ngurrawaana Remote Community	Project in Progress	10,000	Unknown - not acquitted		
GSDC	REG131	North Albany Football Club	Acquitted	53,000	YES		
GSDC	REG132	North Albany Football Club	Acquitted	25,000	YES		
GSDC	REG133	North Albany Senior High School P&C	Project in Progress	60,000	Unknown - not acquitted		
Peel DC	REG134	Orion Rd/Shaw St Playground, Silver Sands	Acquitted	10,000	YES		
SWDC	REG135	Outdoor lighting at Leschenault Leisure Centre	Acquitted	50,000	YES		
PDC	REG136	Outside Broadcasting Equipment - Hedland Community Radio	Project Completed	15,000	Unknown - not acquitted		
MWDC	REG137	PCYC Streets of Dirt	Acquittal in Progress	20,000	Unknown - not acquitted		
SWDC	REG138	PCYC Icebreakers Pilot programme	Acquitted	60,000	YES		
Peel DC	REG139	Peel Community Kitchen	Acquitted	50,000	YES		
Peel DC	REG140	Pinjarra Town Centre Redevelopment	Project in Progress	100,000	Unknown - not acquitted		
MWDC	REG141	Pollinators - start up assistance	Project in Progress	80,000	Unknown - not acquitted		
Peel DC	REG142	Port Bouvard Yacht Club - Sailability	Acquittal in Progress	30,000	Unknown - not acquitted		
SWDC	REG143	Preservation of photographic history - Bunbury City	Acquitted	2,000	YES		
MWDC	REG144	Rangeway Beautification Project	Project in Progress	10,000	Unknown - not acquitted		
Peel DC	REG145	Ravenswood Nature Play Area	Project in Progress	50,000	Unknown - not acquitted		
GEDC	REG146	Relocation of playground and skate park to community hub (equipment exists- relocation only)	Acquitted	50,000	YES		
KDC	REG147-01	La Grange Remote Community School (Bidyadanga)	Acquitted	5,000	YES		
Peel DC	REG149	Riding for the Disabled Peel	Acquitted	40,000	YES		
SWDC	REG150	Ridley Place Redevelopment	Project in Progress	100,000	Unknown - not acquitted		
PDC	REG151	Roebourne Art Group resources upgrade	Acquitted	20,000	YES		
GSDC	REG152	Sailability Albany Inc	Acquitted	130,000	YES		
MWDC	REG153-01	Catholic Education Office - IT enhancement	Acquitted	30,000	YES		
Peel DC	REG154	Seascapes Community Association	Acquitted	10,000	YES		
Peel DC	REG155	Seniors Exercise Equipment – Tickner Park, Dudley Park	Acquitted	20,000	YES		
SWDC	REG156	Shade Shelters for the Bunbury Bowling Club	Acquitted	30,000	YES		
GEDC	REG158	Shopfront facades- heritage murals (10 of) for main street- illustrating the history of the town. Funding for the Shire of Dundas	Acquitted	43,000	YES		the Norseman Town Precinct Heritage Walk (REG158) and Dirt Bins (REG037) projects in the Shire of Dundas were originally funded through LPLJ as two separate projects, receiving \$37,000 and \$6,000 respectively. Prior to the Financial Agreement being executed, these projects were combined into the Norseman Town Precinct Heritage Walk project with a total funding of \$43,000.
SWDC	REG159	Construction of permanent shade equipment - Solaris Care	Acquitted	10,000	YES		
GEDC	REG160	Soft Fall for Children's Playground, Menzies	Acquitted	10,000	YES		
GEDC	REG161	Solar Lighting to footpath between town and Wongatha Village	Acquitted	40,000	YES		
GSDC	REG162	Spencer Park P&C	Acquitted	60,000	YES		

PDC	REG163-01	Hedland Little Athletics	Acquittal in Progress	2,000	Unknown - not acquitted		
SWDC	REG164	Support for Bunbury Foodbank	Acquitted	3,000	YES		
SWDC	REG165	Support for Community Leschenault Nursery	Acquitted	50,000	YES		
SWDC	REG166	Support for Hudson Road Family Centre	Acquitted	10,000	YES		
SWDC	REG167	Support for Milligan House	Acquittal in Progress	10,000	YES		
SWDC	REG168	Support for Noongar Boodjar Language Centre	Acquitted	3,900	YES		
SWDC	REG169	Support for quality end of life care research project	Acquitted	30,000	YES		
SWDC	REG170	Support for South West Women's Refuge	Acquitted	10,000	YES		
SWDC	REG171	Support for the Bunbury Central Croquet Club	Acquitted	7,000	YES		
SWDC	REG172	SWAMS Dental Clinic - new equipment	Acquitted	25,000	YES		
SWDC	REG173	The Nixi Innovation and Redevelopment Project	Acquitted	50,000	YES		
PDC	REG175	Tom Price Men's Shed	Project in Progress	150,000	Unknown - not acquitted		
GSDC	REG177	Torbay Catchment Group Inc	Acquitted	34,000	YES		
MWDC	REG178	Track upgrades, Woorree Park BMX Club	Acquittal in Progress	20,000	Unknown - not acquitted		
GEDC	REG179	Upgrade of filtration system at Kambalda Pool	Acquitted	40,000	YES		
Peel DC	REG180	Upgrade of Preston Beach Community Hall	Acquittal in Progress	50,000	Unknown - not acquitted		
SWDC	REG181	Upgrades to Bunbury Sea Rescue radio equipment (including weather station)	Acquitted	5,000	YES		
SWDC	REG182	Upgrades to Forrest Park - Marist Cricket Club	Acquitted	50,000	YES		
SWDC	REG183	Upgrades to Kelly Park	Acquitted	90,000	YES		
Peel DC	REG184	Waroonna Community Men's Shed	Project in Progress	100,000	Unknown - not acquitted		
Peel DC	REG185	Watersun Drive, Silver Sands	Acquitted	65,000	YES		
GSDC	REG186	Wellstead Primary School P&C	Acquitted	10,000	YES		
KDC	REG187-01	Broome women's shelter	Acquitted	10,000	YES		
KDC	REG188	Wyndham Crocs Football	Acquitted	10,000	YES		
GSDC	REG189	Yakamia Primary School P&C	Acquitted	10,000	YES		
MWDC	REG190	Yamatji Patrol Vehicle	Acquitted	50,000	YES		
KDC	REG191	Yiriman Project	Acquitted	10,000	YES		
KDC	REG086	Halls Creek Recreation Centre	Project Completed	200,000	NO	\$138,602	Returned to KDC and partially re-purposed under approval from DPC to Mowanjum Community Bus (see below). Proposal for \$68,602 residual funds to be re-purposed for further facilities at Halls Creek Recreation facility is being prepared or alternatively funds will be returned to DPIRD.

SUB-PROJECTS OF ORIGINAL LIST

GEDC	REG035-2	Dentist Facilities for Aged Care Home - Kalgoorlie	Acquitted	125,000	NO	\$68.74	Returned to program funding. Request for invoice raised 28/5/2018 and sent to proponent for processing
PDC	REG014-2	Martu Farm Greenhouse Project	Acquitted	5,000	YES		
PDC	REG083-2	Shire of Ashburton traffic calming devices	Acquitted	50,000	YES		
PDC	REG083-3	Shire of East Pilbara traffic calming devices	Acquitted	50,000	YES		
PDC	REG083-4	Town of Port Hedland traffic calming devices	Acquitted	50,000	YES		
PDC	REG122-2	PH School of the Air technology upgrades	Acquitted	10,000	YES		
PDC	REG122-3	Jigalong playground equipment	Project in Progress	10,000	Unknown - not acquitted		
PDC	REG122-4	Marble Bar PS playground and classroom equipment	Acquitted	10,000	YES		
PDC	REG122-5	Yandeyarra playground facilities	Acquitted	10,000	YES		

PDC	REG123-1	Punmu Remote Community School library resources	Project in Progress	10,000	Unknown - not acquitted		
PDC	REG123-2	Parnngurr Remote Community School IT resources update	Project in Progress	10,000	Unknown - not acquitted		
PDC	REG123-3	Strelley Community School IT upgrades	Acquitted	10,000	YES		
KDC	REG147-02	One Arm Point Remote Community School (Dampier Peninsula)	Acquitted	5,000	YES		
KDC	REG147-03	Bayulu Remote Community School (Fitzroy Crossing)	Acquitted	5,000	YES		
KDC	REG147-04	Djugerari Remote Community School	Acquitted	5,000	YES		
KDC	REG147-05	Looma Remote Community School (Looma)	Acquitted	5,000	YES		
KDC	REG147-06	Muludja Remote Community School (Fitzroy Crossing)	Acquitted	5,000	YES		
KDC	REG147-07	Ngalapita Remote Community School	Acquitted	5,000	YES		
KDC	REG147-08	Wananami Remote Community School	Acquitted	5,000	YES		
KDC	REG147-09	Wangkatjungka Remote Community School (Christmas Creek)	Acquitted	5,000	YES		
KDC	REG147-10	Dawul Remote Community School (Kununurra)	Acquitted	5,000	YES		
KDC	REG147-11	Jungdranung Remote Community School (Kununurra)	Acquitted	5,000	YES		
KDC	REG147-12	Kalumburu Remote Community School	Project Completed	5,000	Unknown - not acquitted		
KDC	REG147-13	Broome North Primary School	Acquitted	5,000	Yes		
KDC	REG147-14	Christ the King Catholic School (Lombadina)	Acquitted	5,000	Yes		
KDC	REG147-15	Sacred Heart School (Beagle Bay)	Acquitted	5,000	Yes		
KDC	REG147-16	Wanalirri Catholic School (Derby-Gibb River Rd)	Acquitted	5,000	Yes		
KDC	REG147-17	Birlirr Ngawiyiwu Catholic School (Halls Creek)	Acquitted	5,000	Yes		
KDC	REG147-18	John Pujajangka-Piyirn Catholic School (Halls Creek)	Acquitted	5,000	Yes		
KDC	REG147-19	Kururrungka Catholic Education Centre (Billiluna)	Acquitted	5,000	Yes		
KDC	REG147-20	Warlawurru Catholic School (Halls Creek)	Acquitted	5,000	Yes		
KDC	REG147-21	Holy Rosary School (Derby)	Acquitted	5,000	Yes		
KDC	REG147-22	Luurnpa Catholic School (Balgo)	Acquitted	5,000	Yes		
KDC	REG147-23	Ngalangangpum School (Warmun)	Acquitted	5,000	Yes		
MWDC	REG153-02	Geraldton Grammar School - IT enhancement	Acquitted	10,000	NO	\$20	Retained by proponent - surplus is minimal and administration costs to recoup are not justifiable.
MWDC	REG153-03	Leaning Tree Community School - IT enhancement	Acquitted	5,000	NO	\$11	Retained by proponent - surplus is minimal and administration costs to recoup are not justifiable.
MWDC	REG153-04	Strathalbyn Christian College - IT enhancement	Acquitted	10,000	NO	\$43	Retained by proponent - surplus is minimal and administration costs to recoup are not justifiable.
MWDC	REG153-05	Wandina Primary School - IT enhancement	Acquitted	15,000	NO	\$5	Retained by proponent - surplus is minimal and administration costs to recoup are not justifiable.
MWDC	REG153-06	Waggrakine Primary School - IT enhancement	Acquitted	15,000	YES		
MWDC	REG153-07	Bluff Point Primary School - IT enhancement	Acquitted	15,000	YES		
MWDC	REG153-08	Beachlands Primary School - IT enhancement	Acquitted	15,000	YES		
MWDC	REG153-09	Geraldton Primary School - IT enhancement	Acquittal in Progress	15,000	Unknown - not acquitted		
MWDC	REG153-10	Allendale Primary School - IT enhancement	Acquitted	15,000	YES		
MWDC	REG153-11	Rangeway Primary School - IT enhancement	Acquitted	15,000	YES		
MWDC	REG153-12	Mount Tarcoola Primary School - IT enhancement	Acquitted	15,000	YES		
MWDC	REG153-13	Walkaway Primary School - IT enhancement	Acquitted	5,000	YES		
MWDC	REG153-14	Holland Street School - IT enhancement	Acquitted	5,000	YES		
MWDC	REG153-15	Geraldton Senior College - IT enhancement	Acquitted	30,000	YES		
MWDC	REG153-16	John Willcock College - IT enhancement	Acquitted	30,000	YES		
PDC	REG163-02	Kapuwapari Jalu Aboriginal Corp.	Acquittal in Progress	2,000	Unknown - not acquitted		

PDC	REG163-03	Unit 2 Boxing Club	Project in Progress	2,000	Unknown - not acquitted		
PDC	REG163-04	Hedland BMX	Acquitted	2,000	YES		
PDC	REG163-05	Hedland Touch Association	Acquittal in Progress	2,000	Unknown - not acquitted		
PDC	REG163-06	Hedland Hockey	Acquitted	2,000	YES		
PDC	REG163-07	North West Roller Derby	Acquitted	2,000	YES		
PDC	REG163-08	Port Hedland Pony Club	Acquitted	2,000	YES		
PDC	REG163-09	Australian Dance Council - Ausdance WA Branch	Project in Progress	2,000	YES		
PDC	REG163-10	Hedland Gymnastics Club	Acquitted	2,000	YES		
PDC	REG163-11	Pegs Creek Cricket Club	Acquitted	2,000	YES		
PDC	REG163-12	Nickol Junior Soccer Club	Acquitted	2,000	YES		
PDC	REG163-13	Karratha Touch Assoc.	Acquitted	2,000	YES		
PDC	REG163-14	Karratha Falcons Football	Acquitted	2,000	YES		
PDC	REG163-15	Karratha Pilipino Basketball Association	Project in Progress	3,000	Unknown - not acquitted		
PDC	REG163-16	Baynton Lions Cricket Club	Acquitted	2,000	YES		
PDC	REG163-17	West Pilbara Junior Football Assoc.	Acquitted	2,000	YES		
PDC	REG163-18	Newman Gymnastics Club	Acquittal in Progress	1,500	NO	\$479.99	Invoice for unspent funding issued to Grant Recipient
PDC	REG163-19	Dampier Bowling Club	Acquitted	2,000	YES		
PDC	REG163-20	East Pilbara Softball Association	Withdrawn	1,000	NO		To be returned to Treasury if not re-purposed
PDC	REG163-21	Dampier Taverners Cricket Club	Acquitted	2,500	YES		
PDC	REG163-22	Wickham Amateur Swimming Club	Acquitted	1,000	YES		
PDC	REG163-23	Wickham Cricket Club	Acquitted	1,000	YES		
PDC	REG163-24	Wickham Netball Association	Withdrawn	1,000	NO		To be returned to Treasury if not re-purposed
PDC	REG163-25	Salt Junior Soccer Club	Acquitted	1,000	YES		
PDC	REG163-26	PCYC Roebourne	Acquitted	1,500	YES		
PDC	REG163-27	City of Karratha	Acquitted	1,500	YES		
PDC	REG163-28	Shire of East Pilbara	Acquitted	2,000	YES		
PDC	REG163-29	East Pilbara BMX Club	Acquitted	1,500	YES		
PDC	REG163-30	Newman Amateur Swimming Club	Withdrawn	1,000	NO		To be returned to Treasury if not re-purposed
PDC	REG163-31	Newman Netball Association	Milestones not met - funding withheld	1,000	Unknown - not acquitted		
PDC	REG163-32	Pilbara Regional Football Development Committee	Acquitted	5,500	YES		

KDC	REG187-02	Derby women's shelter	Acquitted	10,000	YES		
KDC	REG187-03	Wyndham women's shelter	Acquitted	10,000	YES		
KDC	REG187-04	Halls Creek women's shelter	Project in Progress	10,000	YES		
KDC	REG187-05	Kununurra women's shelter	Acquitted	10,000	YES		
KDC	REG187-06	Fitzroy Crossing women's shelter	Acquitted	10,000	YES		

Additional Projects							
KDC	Repurposed funding	Purchase of Community Bus Mowanjum Aboriginal Corporation	Under Proposal	TBA			Refer REG086
SWDC	REG174	Tiny Housing Pilot Programme for Crisis Accommodation	Project in Progress	180,000	YES		
SWDC	REG192	Facilities improvements for South West Rail and Heritage Centre	Acquitted	20,000	NO	\$7,000	Funds originally allocated to be used on solar panels were directed to a road and ramp through the middle of the site which will improve accessibility for elderly and disabled visitors. Undertaken through formal variation process.
SWDC	REG193	Capel Tuart Girl Guides - maintain and refurbish equipment	Withdrawn	N/A	NO		

SWDC	REG194	Capel Bowls Club - lighting and shelters	Acquitted	35,000	YES		
SWDC	REG195	Capel Country Club - Clubhouse	Acquitted	35,000	YES		
SWDC	REG196	Capel Primary School Car park	Acquitted	100,000	YES		
SWDC	REG197	Boyanup Primary School upgrades to facilities	Acquitted	10,000	YES		
SWDC	REG198	Donnybrook Community Radio	Project in Progress	30,000	NO	9,147.93	Components of Stage 3, being the erection of a translator (repeater) and antenna to extend radio coverage to Balingup and surrounds. Undertaken through formal variation process.
SWDC	REG199	Golden Valley Tree Park	Acquitted	25,000	YES		
SWDC	REG200	Donnybrook District High School	Acquitted	50,000	NO	\$3,192.73	Concrete apron to gain entry into the shed and spare tyre/rim/bottle jack/brace and tyre lever. Undertaken through formal variation process.
SWDC	REG201	Kirup Primary School	Acquitted	10,000	YES		
SWDC	REG202	Balingup Primary School	Acquitted	7,000	YES		
SWDC	REG203	Donnybrook Community resource centre	Acquitted	20,000	YES		
SWDC	REG204	Collie PCYC - Pool Table and XBOX	Acquitted	5,000	YES		
SWDC	REG205	Australind Senior Citizens	Acquitted	15,000	YES		
SWDC	REG206	Allanson Primary School - water pump	Project in Progress	30,000	Unknown - not acquitted		
SWDC	REG207	Collie Eagles Football Club - solar panels	Acquitted	30,000	YES		
SWDC	REG208	St Brigid's Primary School nature playground	Acquitted	3,000	YES		
SWDC	REG209	Collie Golf club - equipment	Acquitted	5,000	YES		
SWDC	REG210	Collie Italian Club - patio and seating	Acquittal in Progress	20,000	Unknown - not acquitted		
SWDC	REG211	Collie Bowling Club	Acquitted	15,000	YES		
SWDC	REG212	Collie Riding Develops Abilities	Acquitted	20,000	NO	\$4.09	Retained by proponent - surplus is minimal and administration costs to recoup are not justifiable.
SWDC	REG213	Coalfields Highway - entry trees into Collie	Acquitted	25,000	YES		
SWDC	REG214	Wellington Dam - Mural	Project in Progress	55,000	Unknown - not acquitted		
SWDC	REG215	Doors Wide Open - funding for operating costs	Acquitted	50,000	YES		
SWDC	REG216	Collie Marron Festival	Project in Progress	75,000	Unknown - not acquitted		
SWDC	REG217	Collie River Stop - extra funding	Project in Progress	40,000	Unknown - not acquitted		
SWDC	REG217A	Boyanup Progress Association	Acquittal in Progress	10,000	Unknown - not acquitted		
SWDC	REG218	Wilson Park Primary School - playground equipment or fencing for oval	Acquitted	20,000	YES		
SWDC	REG219	Fairview Primary School	Acquitted	20,000	YES		
SWDC	REG220	Amaroo Primary School P&C	Acquitted	20,000	YES		
SWDC	REG221	Dardanup Primary School Parking access	Acquittal in Progress	60,000	Unknown - not acquitted		
SWDC	REG222	Burekup Hall - new chairs	Acquitted	15,000	YES		
SWDC	REG223	Clifton Park foreshore upgrade - BBQs, toilets fences shade for playground	Acquitted	50,000	YES		
SWDC	REG224-1	River Valley P&C Support	Acquitted	5,000	YES		
SWDC	REG224-2	River Valley Floor for Undercover Area	Acquitted	5,000	YES		
SWDC	REG225	Community Garden at Eaton/Australind	Acquitted	5,000	YES		
MWDC	REG226	Bundiyarra Mugarri landscaping and serving country memorial project	Acquitted	16,000	YES		
Peel DC	REG227	Peel Preservation Group	Acquitted	10,000	YES		



Our ref: A6873819

Enquiries:

Address

Dear **Name**,

LOCAL PROJECTS LOCAL JOBS GRANT PROGRAM – LETTER OF AGREEMENT

The purpose of this Letter of Agreement is to outline the conditions under which the Department of Regional Development (DRD) will release to the **Commission** Development Commission (Commission) **\$XX** (excluding GST) to fund Local Projects Local Jobs projects. The funding is provided through the Royalties for Regions program.

Further funding may be provided for additional projects subject to the approval of additional Electorate projects.

This letter outlines how the funds are to be disbursed by DRD to the Commission and by the Commissions to proponents. It also details the responsibility of the Commission for the administration of the funding contribution, including ensuring compliance with accountability and stewardship requirements.

Background

The intent of the Local Projects Local Jobs Program is to assist many different local community organisations, including sporting groups, local governments, and not-for-profit service providers, to deliver upgrades to community facilities, road safety improvements and expansions of programs.

As advised by the Department of Premier and Cabinet, the Government has approved:

- Existing Royalties for Region funds of \$8.6 million in 2016/17 being used for all regional Local Projects Local Jobs grants; and
- Administration of the grants program and consistent acquittals process be overseen by the Parliamentary Secretary to the Premier in consultation with the Department of the Premier and Cabinet.

The Commission, on behalf of the Minister for Regional Development, will be responsible for Agreements between proponents and the State Government, and is the administrator of Local Projects Local Jobs in its region (see Attachment 1) as governed by the *Regional Development Commission Act 1993*.

Funding Amount

The \$xxx (excluding GST) contribution to Local Projects Local Jobs will deliver a broad range of benefits through a variety of social services and infrastructure projects that are aligned with regional development outcomes. Wherever possible, the Commission, as administrator of the fund, is to acknowledge Local Projects Local Jobs and Royalties for Regions as the contributor to the project.

This Letter of Agreement also applies to any interest earned on the funding contribution. The Commission agrees to apply any interest to the same purpose as that of the Local Projects Local Jobs contribution.

Payment Arrangements

The \$XX (excluding GST) contribution to the Local Projects Local Jobs will be paid in to the Commission's account established by the Department of Treasury and managed by the Commission for accounting purposes.

The Commission will be responsible for ensuring that the statement required by the *Financial Management Act 2006* for the account is consistent with the arrangements detailed in this Letter of Agreement.

The Commission agrees to manage the funding contribution with separate project codes/account to identify the Local Projects Local Jobs contribution and payments made from the contribution. The Commission is to ensure that payment made from the Local Projects Local Jobs contribution are in compliance with the *Royalties for Regions Act 2009* and any other applicable legislation.

The Commission will ensure that the Local Projects Local Jobs funding will be maintained separately to other forms of Commission funding to allow for separate reporting.

Prior to the transfer of funds to each project proponent, the Commissions must establish a Grant Agreement following the receipt of an invoice from the proponent.

Funds allocated to the Commission's account need to be paid to proponents in the 2016-17 financial year. By 16 June 2017, the Commission will need to report to DRD on the number and amount of disbursements made or expected to be made to grantees by 30 June 2017. A template will be provided to the Commission in due course.

Any unspent funds from the Local Projects Local Jobs grants must be returned to Treasury for repurposing into the Royalties for Regions Special Purpose Account.

The operation of the Local Projects Local Jobs account will form part of the Commission's financial statements to be audited annually and published in the Commission's annual report.

Accountability and Stewardship

The DRD Grant Agreement will be used exclusively as the basis for the agreements, and project proponents will be subject to the terms and conditions stipulated in the funding agreements developed.

The Commission must provide a Final Report to DRD within three months of a written request from DRD. A Final Report template will be provided in due course.

The Commission agrees that DRD's administration of the Local Projects Local Jobs funding contribution ceases once payment of the \$XX (excluding GST) contribution has been made into the account. Following payment, the Commission agrees to assume full and unconditional responsibility for the administration of the Local Projects Local Jobs funding contribution in accordance with Attachment 1, including ensuring compliance with any accountability and stewardship requirements.

Project Governance

Project Governance is established under the *Regional Development Commission Act 1993* for the monitoring and review of social and infrastructure projects and project expenditure by the Regional Development Commission Board. The Commission should use its discretion in the payment of the grant monies to the intended recipient. If any project payment represents an unacceptable risk to the intent of the program, the Commission should refer the project back to DRD for further consideration.

It is the responsibility of the Commission to ensure that the appropriate delegation has been received from their Board as established under the *Regional Development Commission Act 1993* to undertake the Local Jobs Local Jobs Program.

Nothing in this Letter of Agreement limits DRD's involvement with regards to the projects or the Local Projects Local Jobs program supported by Royalties for Regions.

For further enquiries please contact Mr Arron Minchin, Executive Director, Strategy and Evaluation, Department of Regional Development on telephone 08 6552 2098.

Yours sincerely

Ralph Addis
Director General
Department of Regional Development
May 2017

The terms of this Letter of Agreement are agreed to on behalf of the Commission

Name

CEO
XX Development Commission
May 2017



Insert Development Commission Logo

LOCAL PROJECTS LOCAL JOBS GRANT AGREEMENT

Project Name

XXXXXXXXXX (Commission)

And

Proponent Name

THIS GRANT AGREEMENT is made on _____

BETWEEN:

XXXXXXX Commission
("Grantor")

and

Proponent A.B.N. NN NNN NNN NNN
("Grantee")

RECITALS

The Grantee has applied to the Grantor for financial assistance to undertake the Approved Purpose and the Grantor has agreed to provide a grant from the Local Projects Local Jobs Program subject to the terms and conditions of this Agreement.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires:

Agreement means this agreement, including its recitals and any schedules or annexures (if any).

Acquittal occurs when the Grantor has advised the Grantee that the reports and financial information provided by the Grantee in accordance with clause 3.6 are satisfactory.

Acquittal Date means the date that Acquittal occurs.

Acquittal Report means that report referred to in Schedule 2.

Application means the original grant application.

Approved Purpose means the purpose or purposes set out in item 2 of Schedule 1.

Auditor means an accountant who is a member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practicing Accountants or the Institute of Public Accountants and who is independent from the Grantee.

Auditor General means the Auditor General for the State of Western Australia.

Business Day means a day other than a Saturday, Sunday or public holiday in Western Australia.

Commencement Date means that date for commencement of the Project specified in item 5 of Schedule 1.

Completion Date means that date for completion of the Project as specified in item 5 of Schedule 1.

Event of Default means an event of default described in clause 9.1.

Grant Funds means the amount or amounts specified in item 3 of Schedule 1.

Insolvency Event means the happening of any of these events:

- (a) an application is made to a court for an order that a Party be wound up, declared bankrupt or that a provisional liquidator or receiver or receiver and manager be appointed, unless the application is withdrawn, struck out or dismissed within 7 days of it being made;
- (b) a liquidator or provisional liquidator is appointed;
- (c) an administrator is appointed to any of its assets;
- (d) it enters into an arrangement or composition with one or more of its creditors, or an assignment for the benefit of one or more of its creditors;
- (e) it proposes a reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors, or its winding up or dissolution;
- (f) it is insolvent as disclosed in its accounts or otherwise states that it is insolvent or it is presumed to be insolvent under an applicable law;
- (g) it is taken to have failed to comply with a statutory demand;
- (h) a writ of execution is levied against it or its property; or
- (i) anything occurs under the law of any jurisdiction which has a substantially similar effect to any of the above paragraphs of this definition.

Party means each of the Grantor or the Grantee as the context requires and

Parties means both of them.

Project means the initiative or activities to be undertaken with the Grant Funds specified in Schedule 1.

Region means the **XXXXXX** region, as defined in the Regional Development Commissions Act 1993.

Special Conditions means any conditions specified in item 7 of Schedule 1.

1.2 Interpretation

- (a) In this Agreement, unless the context otherwise requires the singular includes the plural and vice versa;
- (b) a reference to any thing is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (c) a reference to a gender includes other genders;
- (d) a reference to a person includes a public body, a company and an incorporated or unincorporated association or body of persons and also includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, a person taking by novation) and permitted assigns;
- (e) if the Grantee consists of a partnership or joint venture, then:
 - (i) an obligation imposed on the Grantee under this Agreement binds each person who comprises the Grantee jointly and severally;
 - (ii) each person who comprises the Grantee is deemed to agree to do all things necessary to enable the obligations imposed on the Grantee under this Agreement to be undertaken;
 - (iii) the act of one person who comprises the Grantee binds the other persons who comprise the Grantee; and
 - (iv) an Event of Default by one person who comprises the Grantee constitutes an Event of Default by the Grantee;
- (f) an agreement, representation or warranty on the part of, or in favour of, 2 or more persons binds, or is for the benefit of, them jointly and severally;
- (g) a reference to this Agreement or another instrument includes all variations and replacements of either of them despite any change of, or any change in the identity of, the Grantor or the Grantee;
- (h) a reference to a clause, schedule, attachment or appendix is a reference to a clause in, or a schedule, attachment or appendix to, this Agreement;
- (i) headings are included for convenience and do not affect the interpretation of this Agreement;

- (j) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (k) no rule of interpretation is to be applied to disadvantage the Grantor or the Grantee on the basis that it was responsible for preparing this Agreement;
- (l) if a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning;
- (m) if the word “including” or “includes” is used, the words “without limitation” are taken to immediately follow;
- (n) a reference to writing includes all means of representing or reproducing words in visible form including by electronic means such as facsimile transmission;
- (o) a reference to a liability includes all obligations to pay money and all other losses, costs and expenses of any kind;
- (p) a reference to a month is to a calendar month and a reference to a year is to a calendar year;
- (q) if a date stipulated for payment or for doing an act is not a Business Day, the payment must be made, or the act must be done, on the next Business Day; and
- (r) a reference to a monetary amount means that amount in Australian currency.

2. PAYMENT OF GRANT FUNDS

- (a) Subject to the terms and conditions of this Agreement, the Grantor will pay to the Grantee the Grant Funds in accordance with the payment schedule specified in item 8 of Schedule 1.
- (b) Upon signing of the Grant Agreement by both parties the Grantor may issue the Grantee with a purchase order number for the Grant Funds plus GST where appropriate. All tax invoices must specify the purchase order number (if provided) and the Grantee must submit a tax invoice in order to be processed for payment.
- (c) The Grantee will notify the Grantor of the identifying details of a bank account into which Grant Funds can be deposited, including without limitation its name, styling and number and the name and BSB number of the branch at which the bank account is held.

- (d) The Grantee will ensure that the bank account into which the Grant Funds are deposited is not overdrawn at any time during the term of this agreement, and that the bank account requires two signatories for any withdrawal related transactions.

3 OBLIGATIONS OF GRANTEE

3.1 Use of Grant Payment

- (a) The Grantee will use the Grant Funds solely for the Approved Purpose in accordance with the Application and Approved Budget and expend such funds by the Completion Date.
- (b) The Grantee will carry out all their responsibilities for the project and fulfil its Obligations to a high standard in a competent, diligent, satisfactory and professional manner. In carrying out the Project, the Grantee must comply with and meet all requirements as outlined in Schedule 1 including completing the Project by the Date for Completion.
- (c) Any interest earned on the Grant Funds must be used for the purposes of the Project, or returned to the Grantor.
- (d) Payment of Grant Funds to the Grantee shall be subject to:
 - (i) the financial and in-kind contributions being provided, as specified in item 3 of Schedule 1;
 - (ii) reporting requirements under Schedule 1 having been met;
 - (iii) the reporting requirements under Schedule 2 having been met;
 - (iv) any Special Conditions having been met; and
 - (v) the Grantee not being, in the opinion of the Grantor, in breach of any of the term and conditions.
- (e) Where the Grantee purchases equipment with Grant Funds, it must not be disposed of within three (3) years of the Completion Date without the written consent of the Grantor.

3.2 No Changes

The Grantee must not make any changes to the Project or any agreed budget (including the Project Budget) without the prior written consent of the Grantor, which consent may be withheld in the Grantor's absolute discretion.

3.3 No Endorsement

The Grantee agrees that nothing in this Agreement constitutes an endorsement by the Grantor of any goods or services provided by the Grantee.

3.4 Acknowledgement of Grantor

- (a) The Grantee will provide the Grantor and funding source (State Government of Western Australia) with public recognition on all literature and promotional material for the Project, in the format approved of by the Grantor.
- (b) Use of the Grantor and WA State Government Badge must be authorised by the Grantor, and used in the manner specified in item 11 of Schedule 1.
- (c) The Grantee will liaise with the Grantor in advance of any promotional event relating to the grant-aided project (e.g. official opening or similar) to ensure adequate time for appropriate representation to be arranged. Similarly any request for a representative of the Grantor to formally participate in the event must be approved by the Grantor in a timely manner prior to the event.

3.5 Request for Information

- (a) The Grantee is to provide the Grantor with any documents or information relating to this Agreement or the Project within ten (10) Business Days of receiving a request from the Grantor.
- (b) The Grantee is to provide the progress reports, evaluation reports, financial statements and records specified in the schedules at the dates specified in the Schedules or as otherwise reasonably required by the Grantor.
- (c) This clause 3.5 survives the termination of this Agreement.

3.6 Accounts and Reporting

- (a) Projects extending beyond twelve (12) months are required to provide a current status report on the project twelve (12) months after Grant Funds have been fully paid to the Grantee in a format reasonably acceptable to the Grantor
- (b) The Grantee is to keep proper financial records in accordance with generally accepted accounting principles and practices and otherwise to the complete satisfaction of the Grantor.
- (c) For Grant Funds (excluding GST) over \$50,000, within twelve (12) weeks of the Completion Date the Grantee must provide a financial statement of income and expenditure for the Project, signed by the Chief Executive Officer of the Grantee or equivalent and certified by an Auditor and include details of how the Grant Funds were expended. Audit must be completed to Australian Auditing Standards
- (d) For Grant Funds (excluding GST) of \$50,000 and less:

- (i) within twenty (20) Business Days of the Completion Date, the Grantee must provide a financial statement of income and expenditure for the Project, signed by the Chief Executive Officer of the Grantee or equivalent and include details and evidence of how the Grant Funds were expended.
- (ii) The Grantor reserves the right to request an audited financial statement for the Project to be certified by an Auditor appointed by the Grantor as defined in Clause 1, costs to be borne by the Grantee
- (e) The Grantee acknowledges that submitting of the Acquittal Report, referred to in Schedule 2 does not mean “acceptance” by the Grantor of the said Acquittal Report. The Grantor reserves its right to evaluate the Acquittal Report to determine that it is satisfied with the contents reported therein.
- (f) This clause 3.6 survives the termination of this Agreement.

3.7 Special Conditions of Grant

The Grantee agrees to comply with the Special Conditions.

3.8 General Undertaking of Grantee

The Grantee must:

- (a) at all times duly perform and observe its obligations under this Agreement and will promptly inform the Grantor of any occurrence which might adversely affect its ability to do so in a material way;
- (b) undertake its responsibilities under this Agreement with integrity, good faith and probity in accordance with good corporate governance practices;
- (c) cooperate fully with the Grantor in the administration of this Agreement; and
- (d) upon reasonable notice, provide the Grantor or its agents, with access at any reasonable time and from time to time to the Grantee’s premises, financial records, other documents, equipment and other property for the purpose of audit and inspection by the Grantor in order to verify compliance by the Grantee with this Agreement.
- (e) comply with all requests made by the Grantor in connection with this Agreement.

3.9 Negation of Employment, Partnership and Agency

- (a) The Grantee must not represent itself, and must ensure that its employees, contractors, sub-contractors or agents do not represent themselves, as being an employee, partner or agent of the State or

the Grantor or as otherwise able to bind or represent the State or Grantor.

- (b) The Grantee will not by virtue of this Agreement be or for any purpose be deemed to be, an employee, partner, or agent of the State or the Grantor, or have any power or authority to bind or represent the State or Grantor.

4. REPAYMENT AND RETENTION OF GRANT FUNDS

The Grantee must repay to the Grantor within forty (40) Business Days any Grant Funds that the Grantor has paid which are not used in accordance with this Agreement or that remain unspent at the Completion Date unless there has been prior written agreement between the parties stating otherwise.

5. LIMITATION OF LIABILITY

- (a) The Grantor does not accept any responsibility or liability for the success or otherwise of the Approved Purpose or the Project and is not liable for any losses which may be suffered by the Grantee in undertaking the Approved Purpose or the Project.
- (b) If the Funding (and any interest which accrues on the Funding) is insufficient for the Recipient to properly fulfil all of its Obligations, then the Recipient must still fulfil its Obligations at its own cost.

6. INSURANCE AND INDEMNITY

- (a) The Grantee shall take out and maintain throughout the term of the Agreement adequate insurance to provide cover for the Project undertaken by the Grantee, including Public Liability and Workers' Compensation insurances.

If requested by the Grantor, the Grantee must provide any of the following:

- (i) a written statement of the applicable insurance cover held by the Grantee; or
- (ii) a copy of any policy of insurance, a Certificate of Currency, and receipts for premiums in connection with any policy of insurance.

The Grantor reserves the right to have any insurable risk assessed and to obtain expert advice in relation to adequacy of the Grantee's insurance cover by an insurance advisor of the Grantor's choice. The Grantee must provide any information requested by the Grantor's insurance advisor for the purpose of the assessment and must comply with any recommendation and advice received by the Grantor in respect to the assessment.

- (b) The Grantee shall at all times indemnify, hold harmless and defend the State, the Grantor, its Ministers, officers, employees and agents from and against any loss, including legal costs and expenses or liability incurred against the State, the Grantor, its Minister, officers, employees and agents arising from any claim, suit, demand, action or proceeding by any person or body against the State, the Grantor, its Minister, officers, employees and agents arising from or in connection with:
- (i) any breach by the Grantee of an obligation under this Agreement;
 - (ii) any act or omission of the Grantee or its employees, officers or agents in connection with this Agreement or a matter contemplated by it;
 - (iii) any breach of a State or Commonwealth law relevant to the Agreement by the Grantee or its employees, officers or agents; or
 - (iv) the Project.
- (c) The indemnity in this clause 6 survives expiration or termination of this Agreement.

7. FREEDOM OF INFORMATION ACT 1992 AND FINANCIAL MANAGEMENT ACT 2006

- (a) The Grantee acknowledges and agrees that this Agreement and information regarding it is subject to the *Freedom of Information Act 1992* and that the Grantor may publicly disclose information in relation to this Agreement, including its terms and the details of the recipient Grantee(s). This could result in requests for more detail to be released publicly.
- (b) The parties acknowledge and agree that, despite any provision of this Agreement to the contrary, the powers and responsibilities of the Auditor General under the *Financial Management Act 2006* are not limited or affected by this Agreement.
- (c) The Grantee must allow the Auditor General, or an authorised representative, to have access to and examine the Grantee's records and information concerning this Agreement.

8. NOTICES

Any notice or other communication that may or must be given under this Agreement:

- (a) must be in writing;
- (b) may be given by an authorised officer of the Party giving notice;
- (c) must be:

- (i) hand delivered or sent by prepaid post to the address of the Party receiving the notice as set out in item 10 of Schedule 1; or
 - (ii) sent by facsimile to the facsimile number of the Party receiving the notice as set out in item 10 of Schedule 1;
- (d) subject to paragraph (e), is taken to be received:
 - (i) in the case of hand delivery, on the date of delivery;
 - (ii) in the case of post, on the third Business Day after posting; and
 - (iii) in the case of facsimile, on the date of transmission; and
- (e) if received after 5.00 pm or on a day other than a Business Day, is taken to be received on the next Business Day.

9. DEFAULT AND TERMINATION

9.1 Event of Default by the Grantee

An Event of Default occurs if:

- (a) an Insolvency Event occurs in respect of the Grantee or a person is appointed under legislation to investigate or manage any part of the affairs of the Grantee;
- (b) the Grantee ceases to carry on business in Western Australia;
- (c) the Grantee breaches any of its obligations under this Agreement which continues without remedy for ten (10) business days after notice in writing has been served on the Grantee by the Grantor;
- (d) the Grantee fails to submit an Acquittal Report by the Acquittal Reporting Date; or
- (e) the Grantor is of the opinion that the Grantee is unwilling or unable to comply with its obligations under this Agreement.

9.2 Effect of Event of Default

If an Event of Default occurs, the Grantor may either:

- (a) terminate the Agreement by providing a further ten (10) Business Days notice in writing to the Grantee of the Event of Default; or
- (b) suspend payment of the Grant Funds until the Event of Default is remedied; or
- (c) request that the Grantee reimburse the Grantor within forty (40) Business Days for any Grant Funds that were not used exclusively for the Project in accordance with the Application and Approved Budget;

9.3 Recommencement of Grant Funds Payment

The Grantor may, in its absolute discretion, recommence payment of the Grant Funds if and when the Grantee has rectified the Event of Default.

9.4 Acquittal

- (a) Unless earlier terminated, this Agreement will terminate upon submission and acceptance of the Acquittal Report.
- (b) Should the Grantee be unable to properly use the Grant Funds in accordance with this Agreement, the Grantee will advise the Grantor as immediately as it becomes aware of this and the Grantor may require that any unused portion of Grant Funds be returned within forty (40) Business Days.

10. GOODS AND SERVICES TAX (GST)

- (a) For the purposes of this Agreement:
 - (i) "GST" means the goods and services tax applicable to any taxable supplies as determined by the GST Act; and
 - (ii) "GST Act" means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and includes all associated legislation and regulations;
 - (iii) the terms "supply", "tax invoice", "taxable supply" and "value" have the same meanings as in the GST Act.
- (b) If the supply of anything under this Agreement is a taxable supply under the GST Act, the Grant Funds shall be exclusive of GST.
- (c) The obligation of the Grantor to pay the GST on any supply by the Grantee under this Agreement is conditional upon the prior issue by the Grantee to the Grantor of a tax invoice, which complies with the GST Act. This provision applies notwithstanding any law to the contrary.
- (d) If the Parties agree that the Grantor will issue the Grantee with a Recipient Created Tax Invoice (RCTI), then the parties hereby agree that:
 - (i) the Grantor will issue a RCTI in respect of GST payable on the supply of the Project and the Grantee will not issue tax invoice in respect of that supply;
 - (ii) The Grantee warrants that it is registered for the purposes of GST and the Grantee will notify the Grantor in writing if it ceases to be registered for the purposes of GST during the term of this Agreement ("the Term");
 - (iii) the Grantor warrants that it is registered for the purposes of GST and the Grantor will notify the Grantee in writing if it ceases to be registered for the purposes of GST, or if it ceases to satisfy the requirements of the *GST Act* during the Term ; and
 - (iv) the Grantor will indemnify and keep indemnified the Grantee for GST and any related penalty that may arise from an

understatement of the GST payable on the supply of the Project for which the Grantor issues a RCTI under this Agreement.

11. WAIVER

- (a) No right under this Agreement shall be deemed to be waived except by notice in writing signed by both Parties.
- (b) A waiver by either Party will not prejudice that party's rights in relation to any further breach of this Agreement by the other party.
- (c) Any failure to enforce this Agreement, or any forbearance, delay or indulgence granted by one party to the other Party, will not be construed as a waiver of any rights.

12. NO ONGOING COMMITMENT

- (a) The Grantor makes no commitment to funding the Project except to the extent specified in this Agreement.
- (b) The Grantee acknowledges that it will be responsible for any ongoing costs as a result of the Project and that the Grantor will not be obliged to provide additional funds.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the Parties with respect to the subject matter of this Agreement.

14. ASSIGNMENT

- (a) This Agreement is personal to the Grantee and may not be assigned by the Grantee without the Grantor's consent, which may be withheld at the Grantor's discretion. The Grantor may assign its rights and obligations under this Agreement as it sees fit.
- (b) For the purposes of this clause 14, the Grantee shall be deemed to have assigned this Agreement if any act, matter or thing is done or occurs, the effect of which is, in the opinion of the Grantor, to transfer, directly or indirectly, the management or control of the Grantee.

15. VARIATION

Any modification, amendment or other variation to this Agreement must be made in writing and agreed to by both Parties. This includes, but is by no means limited to, variations to timelines, milestones, significant changes to the Approved Budget and funding partners and all aspects of the Project as detailed in this Agreement.

16. RIGHTS AND REMEDIES

The rights, powers and remedies in this Agreement are in addition to, and not exclusive of, the rights, powers and remedies existing at law or in equity.

17. COSTS

The Grantor and the Grantee must pay their own legal and other costs in connection with the preparation and signing of the Agreement.

18. FURTHER ASSURANCES

The Grantor and the Grantee must do everything reasonably necessary, including signing further documents, to give full effect to the Agreement.

19. LOCAL PRODUCTS AND SERVICES

The Grantee agrees to use products and services from the Region for the Project wherever reasonably practicable using an open and competitive process to the satisfaction of the Grantor.

20. INTELLECTUAL PROPERTY

All Intellectual Property shall be the property of the Grantee. Unless otherwise specified in the Grant Agreement schedule and subject to any confidentiality considerations, the Grantee must grant the Grantor a non-exclusive, unrestricted, royalty-free and perpetual licence to use, copy, distribute, reproduce and publish any reports (and/or variations of the reports) and any such reports in respect of the Project which are produced after the Completion Date, in any medium, throughout the world.

21. GOVERNING LAW

This Agreement is governed by the laws of the State of Western Australia. The Grantor and the Grantee irrevocably submit to the non-exclusive jurisdiction of the courts of Western Australia.

22. ACCESS TO LAND

If the Project is being undertaken on land (whether freehold or Crown land) that is not owned, leased or managed by the Grantee, the Grantee must obtain and have in place from the Commencement Date until receipt of the Notification by the Grantee the written consent of the person owning or leasing that land to undertake the Project on that land.

23. AGREEMENT BETWEEN THE RECIPIENT AND A THIRD PARTY

If the Grantee enters into an agreement with any other party relating in any way to either or both of this Agreement and the Funding (Third Party

Agreement), including a Third Party Agreement with a party to deliver or fulfil any of the Grantee's Obligations or to provide services to the Grantee to assist or enable it to fulfil its Obligations, the Grantee must ensure that the other party:

- (a) has obligations in the Third Party Agreement which, if properly fulfilled, will ensure that the Grantee properly fulfils its corresponding Obligations and to the extent necessary to ensure that the other party has these obligations, the Recipient must ensure that the Third Party Agreement mirrors the terms of this Agreement; and
- (b) agrees to the Grantee providing the Grantor with any documents that the other party provides to the Grantee and to the Grantor attending any meetings it has with the Grantee if the Grantor wishes to obtain copies of such documents or attend such meetings.

Executed by the Parties hereto:

For and on behalf of the Grantor:

Signed by XXXXX)
Chief Executive Officer)
Acting with the express authority of the) _____
XXXXXX Development Commission)

Dated: _____

For and on behalf of the Grantee:

Signed by NAME)
POSITION)
Acting with the express authority of the) _____
ORGANISATION)

Dated: _____

SCHEDULE 1

PROJECT MANAGEMENT

1. **Project Title:** **Name of Project**

2. **Approved Purpose of Grant**

Project Description

(Describe the Project or Projects being undertaken. Be as detailed as is sensible given the amount of Funding involved.)

3. **Grant Funds**

Grant Funds will be expended on the following items:

Item of project expenditure	expenditure (excluding GST) \$
Item1	\$x
Item2	\$x
Item3	\$x
Total expenditure of grant funds:	\$x

4. **Project Outcomes**

Provide an estimate (in percentage terms) on how much of the funding will be directed to specified outcomes of the project. The outcomes the Project are as follows:

Outcome	Grantee estimated % of grants expenditure
Jobs created (How much funding will be directed to jobs e.g. casual, temporary, permanent)	
Local service provision (How much funding will be directed to services created e.g. hospitality, health, support services)	
Local infrastructure provision (How much funding will be directed to infrastructure e.g. equipment, bike tracks, shelters, gardens, tools)	
Other (e.g. volunteering)	
TOTAL	100%

5. Agreement Term

After this Agreement has been executed by both Parties, the State will authorise the payment of the Grant to the Grantee in the manner described below.

Agreement signed: DD Month YYYY
Commencement Date: DD Month YYYY
Completion Date: DD Month YYYY
Acquittal Date: DD Month YYYY (12 weeks from Completion Date)

The project is to commence on the Commencement Date and Grant Funds are to be expended by Completion Date subject to Clause 9 of the Agreement, noting any extension must be sought in writing and approved by the Grantor. Acquittal documents detailed in Schedule 2 are to be submitted by the Acquittal Reporting Date specified above.

6. Grant Amount and Other Contributions

Delete if not applicable.

The Grantor agrees, subject to compliance with the terms of this Agreement by the Grantee, to provide Grant Funds of \$x plus GST (if the Grantee is registered for GST). The Grantee may secure funding from other sources, as outlined below.

Amount	Type	Source/Purpose
\$X	Cash	X
\$X	Cash	X

7. Special Conditions of Grant

Delete what is not applicable

- (a) Where the Grantee purchases, constructs or renovates real estate (including building, land and associated infrastructure) with Grant Funds, the real estate must not be disposed of within ten (10) years of the Completion Date without the written consent of the Grantor.
- (b) If subsequent to the signing of this Agreement the Grantee becomes entitled to receive a rebate for headworks for which this grant has been approved and paid, the Grantee agrees to refund to the Grantor the amount of the rebate or the amount of financial assistance provided under the Local Projects, Local Jobs Program, whichever is the lesser.
- (c) In the event that Grant monies have not been paid prior to the Grantee becoming eligible to receive a rebate, the Grantee agrees that the approved Local Projects, Local Jobs Program grant will be reduced by the amount of the rebate received by the Grantee

8. Project Milestones, Reporting Requirements and Payment Schedules

Mile stone No.	Due Date	Outcome / Achievement / Reporting	Grant Funds allocated	GST
1	DD Month YYYY	Detail	\$ x	Ex
2	DD Month YYYY	Detail	\$x	Ex
3	DD Month YYYY	Detail	\$x	Ex
4	DD Month YYYY	Detail	\$x	Ex
		Funds Payable	\$x	Ex
		Plus GST	\$x	
		TOTAL PAYABLE	\$x	Inc

Subject to the Grantor being satisfied with the above milestone reporting requirements and subsequent receipt of a tax invoice stating the purchase order number (where provided), payment of the Grant Funds (plus GST if the Grantee is registered for GST) will be made in the amounts detailed above within twenty (20) business days.

9. Variations to Milestone Dates

The Grantor will consider requests for variations to the milestone dates but must receive such requests before 5 business days of the due date.

10. Notice Addresses

(a) Grantor XXXXXX Development Commission

Address: XXXXXX
XXXXXXXX WA XXXX

Phone: XXXXX
Email: XXXXXXXX

(b) Grantee Name

Address: Address
TOWN WA XXXX

Phone: 08 xxxx xxxx

Email: x

11. Acknowledgement of Grantor

Access and permission to use the logos of the Grantor and the WA State Government Badge must be obtained by contacting the Communications Officer of the Grantor. The Grantor must approve the use of the logo prior to printing or publication.

SCHEDULE 2

REPORTING REQUIREMENTS

The Grantee will submit an Acquittal Report by the Acquittal Reporting Date. The Acquittal Report will include sections describing and evaluating Project aims and objectives and detailing and confirming budget and financial expenditure on the Project as detailed in this Agreement and the Application.

Please refer to the Guideline Acquittal and Audit of Grants, which can be supplied by the Grantor, for further details on Audit requirements.

1. Project Aims and Objectives

Information required will include:

- The effectiveness of the project against the approved purpose of the grant and outcomes as identified in Schedule 1.
- Evidence of acknowledgement including copies of promotion and publications and media items relating to the project.
- Any reports or research documents as a result of the project.
- Photos which detail the progress and change of a project.
- Other documentation to evidence the project.
- Evidence of compliance with any special conditions placed on the grant.

2. Financial Obligations

As part of the acquittal process, the Grantee will be required to provide the following:

- Statement of Income and Expenditure relating to the entire project signed by the Chief Executive Officer or equivalent.
- Clearly detail that Grant Funds were expended in accordance with the expenditure proposed in the funding application.
- Comparison of proposed financials detailed in the application to actual financials, detailing any major variations.
- Confirmation of all in-kind contributions made to the project and how the contributions have been calculated signed by the Chief Executive Officer or equivalent.

3. Audit Requirements

As per Clause 3.6 of the Agreement, where the Grant Funds are valued at over \$50,000 (exclusive of GST) an audited financial statement for the project must be included with the Acquittal Report.

4. Other Reporting Requirements

Report on Special Conditions detailed in Schedule 1 Item 7.

Guide to Royalties for Regions Agreement Variation

The Project Variation guide outlines the governance process in implementing variations to Royalties for Regions agreements. It explains the high-level variation process from the request being received, through the approval process, to the recording and filing of the changes involved.

Process

The overall variation process is as follows:

1. **Need for variation identified** – this may be received in the form of a variation request from the Funding Recipient or may be identified through operational communication between designated contact officers under the Agreement.
2. **Variation assessment** – comprises a review of the Variation request to ensure it involves non-operational issues and, if applicable, liaising with the Agency or Recipient to ensure issues such as stakeholder consultation, operational funding, and approvals and licences have been considered.

Situations Requiring Formal Variation

In general, variations involve: changes in Project scope, the provision of additional Funding, reallocation of RfR Funding to items not already in approved Project budgets, extension to the Term of Agreements and changes to Project details that need to be officially recorded, such as a Project name change.

If all the above prevail then a replacement Agreement may be required.

Operational Situations Not Requiring Formal Variation

Changes to Milestone dates, or reallocation of RfR Funding amongst items of expenditure that have already been agreed in the Project's approved budget are considered ongoing operational matters. As such, these should be negotiated and agreed between the Parties involved and do not require formal variations. However the agreed changes should be recorded in writing or by email and placed on file to acknowledge the change.

Variations should not be undertaken once a project is complete. In the instance where obligations are not met explanations need to be provided in the final report.

3. **Funding approval** – if the variation involves the provision of additional RfR Funding, ensure an RfR funding source is available and appropriate approvals such as Cabinet approval have been obtained. Funding approval needs to be confirmed by the Manager Budget Services.
4. **Variation development** – involves:
 - the development of the variation letter, using the standard DRD variation template as appropriate (MOU or FAA) available in the Document Library on iConnect,
 - a governance compliance review of the drafted variation a person of knowledge of governance matters; and
 - legal advice as appropriate.
5. **Manager endorsement** – Relevant Branch Manager's endorsement and sign off of the finalised variation.
6. **DRD Authority sign off** – Sign off by Manager, Director Regional Investment or Director General (as delegated authority) prior to sending the variation letter to the Recipient for signing and returning of the duplicate letter acknowledging the variation.
7. **Variation recording and registration** – The execution of the duplicate variation letter by the Recipient signifies acceptance of the variation;
 - recording involves scanning the signed original into the appropriate Objective file and filing the hard copy with the original signed Agreement held by DRD; and
 - filing a copy of the executed variation electronically to Objective and attachment of the copy of the letter on file.

Guide to using the Royalties for Regions Project Variation Check List

The Project Variation Check List (attached) outlines the governance process in implementing variations to Royalties for Regions agreements. It tracks the variation from the request being received, through the approval process, to the recording and filing of the changes involved.

Process

The overall variation process is as follows:

1. **Need for variation identified** – this may be received in the form of a variation request from the Funding Recipient or may be identified through operational communication between designated contact officers under the Agreement.
2. **Variation assessment** – comprises a review of the Variation request to ensure it involves non-operational issues and, if applicable, liaising with the Agency or Recipient to ensure issues such as stakeholder consultation, operational funding, and approvals and licences have been considered.

Situations Requiring Formal Variation

In general, variations involve: changes in Project scope, the provision of additional Funding, reallocation of RfR Funding to items not already in approved Project budgets, extension to the Term of expired Agreements and changes to Project details that need to be officially recorded, such as a Project name change.

Operational Situations Not Requiring Formal Variation

Changes to Milestone dates, or reallocation of RfR Funding amongst items of expenditure that have already been agreed in the Project's approved budget are considered ongoing operational matters. As such, these should be negotiated and agreed between the Parties involved and do not require formal variations. However the agreed changes should be recorded in writing or by email and placed on file.

3. **Funding approval** – if the variation involves the provision of additional RfR Funding, ensure an RfR funding source is available and appropriate approvals such as Cabinet approval have been obtained. Funding approval needs to be confirmed by the Manager Budget Services.
4. **Variation development** – involves:
 - the development of the variation letter, using the standard DRD variation template as appropriate (MOU or FAA) available in the Document Library on iConnect,
 - a governance compliance review of the drafted variation by Reporting and Evaluation (R&E); and
 - legal advice as appropriate.
5. **Manager endorsement** – Relevant Branch Manager's endorsement and sign off of the finalised variation.
6. **R&E Manager sign off** – Initialled by R&E reviewer and then signed off by the R&E Manager.
7. **DRD Authority sign off** – Sign off by Director Regional Investment or Director General (as appropriate) prior to sending the variation letter to the Recipient for signing and returning of the duplicate letter acknowledging the variation.
8. **Variation recording and registration** – The execution of the duplicate variation letter by the Recipient signifies acceptance of the variation;
 - recording involves scanning the signed original into the appropriate Objective file and filing the hard copy with the original signed Agreement held by DRD; and
 - sending a copy of the executed variation electronically to the R&E Branch for registration in the Agreement Register and attachment to the copy of the Agreement held by R&E.

Royalties for Regions Project Variation Check List

Project Name	
Project Description	
Agency or Recipient	
Responsible Division	
DRD or RDC Manager	
DRD or RDC Project Officer	

	Yes	No	N/A
Variation Request			
<ul style="list-style-type: none"> Written variation request submitted by Agency/Recipient Date received: ____/____/____ 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:			
<ul style="list-style-type: none"> Are variations of a non-operational nature? 	<input type="checkbox"/>	<input type="checkbox"/>	
Comments:			
<ul style="list-style-type: none"> Have all relevant stakeholders been consulted? 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:			
<ul style="list-style-type: none"> Does the variation involve Crown land? 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Consideration - has the Department of Lands indicated issues and have they been resolved?			
Comments:			
<ul style="list-style-type: none"> Have relevant approvals and licences been obtained? 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:			

	Yes	No	
Funding Approval			
Only fill in this section if additional Funding is involved			
<ul style="list-style-type: none"> Does the Variation involve additional 'recurrent' (operating) funds? 	<input type="checkbox"/>	<input type="checkbox"/>	%
<ul style="list-style-type: none"> Does the Variation involve additional 'capital' funds? 	<input type="checkbox"/>	<input type="checkbox"/>	%
Comments:			
<ul style="list-style-type: none"> Funding Source (specific RfR budget line): 	<input type="checkbox"/>	<input type="checkbox"/>	RfR funded amount
<< Name of funding source >>			
Manager Budget Services _____ Date ____/____/____			
<ul style="list-style-type: none"> Date of Formal approval for additional Funding (eg Cabinet Approval, EERC) Date approved: ____/____/____ 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	
Variation Development			
• State Solicitor's Office review/advice sought	<input type="checkbox"/>	<input type="checkbox"/>	
Comments:			

Variation Finalisation	
<input type="checkbox"/> Endorsed <<Name>>, Manager <<Branch>> _____ <div style="text-align: right;">Date ____/____/____</div>	
<input type="checkbox"/> Noted Manager Reporting and Evaluation _____ <div style="text-align: right;">Date ____/____/____</div>	
<input type="checkbox"/> Supported Executive Director Regional Investment _____ <div style="text-align: right;">Date ____/____/____</div>	

	Yes	No	
Variation Executed			
• Variation executed • Date executed: ____/____/____	<input type="checkbox"/>	<input type="checkbox"/>	Project Officer Initial

Note:

Once signed, the Variation must be recorded in the Agreement Register maintained by the Reporting and Evaluation Branch.

A copy of the signed Variation and Objective reference should be sent to governance@drd.wa.gov.au to enable registration.

• Recorded in Agreement Register • Date (incoming) ____/____/____ • Project number _____	<input type="checkbox"/>	<input type="checkbox"/>	R&E Initial
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Standing Committee on Financial Operations - Inquiry into the governments Local Projects Local Jobs
program
ATTACHMENT A4.2

Your ref: (delete if not applicable)
Our ref: A6510867; R00106-17
Enquiries: Name, ph

Type 1st line of address here
Type 2nd line of address here
Type 3rd line of address here
Type 4th line of address here (delete if not applicable)
Type 5th line of address here (delete if not applicable)

Dear [Type name here]

**LETTER OF AGREEMENT BETWEEN DEPARTMENT OF REGIONAL DEVELOPMENT
AND KIMBERLEY DEVELOPMENT COMMISSION – LOCAL PROJECTS LOCAL JOBS
GRANT PROGRAM**

Approval for Variation to Letter of Agreement (LOA)

The Department of Regional Development (DRD) agrees to the following amendments:

Schedule [XXX] Item [XXX] – [Name of section]

The above varies the LOA in accordance with its (i.e. this letter's) terms. Otherwise, the LOA applies in accordance with its terms (as they are varied above). Words and phrases used in this letter and defined in the LOA shall have the same meanings ascribed to them by the LOA.

To confirm your acceptance of the variation above, please attach the original of this letter to the Kimberley Development Commission's LOA. Please also sign the attached duplicate letter and return it to **<Insert requesting Officer's Name>**, **<Officer's Position>** by **<date>**.

Yours sincerely

<Authorised Officer or DG>
<Title>
<Date>

Your ref: (delete if not applicable)
Our ref: A6510867; R00106-17
Enquiries: Name, ph

Type 1st line of address here
Type 2nd line of address here
Type 3rd line of address here
Type 4th line of address here (delete if not applicable)
Type 5th line of address here (delete if not applicable)

Dear [Type name here]

MEMORANDUM OF UNDERSTANDING BETWEEN DEPARTMENT OF REGIONAL DEVELOPMENT AND [RECIPIENT] – [INSERT PROJECT TITLE]

Approval for Variation to Letter of Agreement (LOA)

The Department of Regional Development (DRD) agrees to the following amendments:

**Schedule [XXX] Item [XXX] – [Name of section]
Add Amendments here**

The above varies the LOA in accordance with its (i.e. this letter's) terms. Otherwise, the LOA applies in accordance with its terms (as they are varied above). Words and phrases used in this letter and defined in the Agreement shall have the same meanings ascribed to them by the Agreement.

To confirm your acceptance of the variation above, please attach the original of this letter to [Recipient's] LOA. Please also sign the attached duplicate letter and return it to <Insert requesting Officer's Name>, <Officer's Position> by <date>.

Yours sincerely

<Authorised Officer or DG>
<Title>
<Date>

I acknowledge and accept the Contract Variation to the Letter of Agreement – Local Projects Local Jobs Grants Program

<Funding Recipient Authorised Officer Name (or CEO)>

<Authorised Officer Title (or CEO)>

<Agency/Organisation>

<Date>



XXXX DEVELOPMENT COMMISSION

LOCAL PROJECTS LOCAL JOBS FINAL ACQUITTAL REPORT

(Hereunder the LPLJ)

1. SUMMARY INFORMATION

Organisation Details	<i>Name of Organisation:</i>
	<i>Postal Address:</i>
	<i>Telephone:</i>
	<i>Fax:</i>
	<i>Email:</i>
	<i>Contact Person:</i>
	<i>Position:</i>
	<i>Acquittal Completion Date:</i>
General Project Information	<i>Project Title:</i>
	<i>Description (as provided in Schedule 1.2 of Grant Agreement):</i>

Total Project Cost (LPLJ funds + any other funds) (Excluding GST)	Approved LPLJ Program Funding (Excluding GST)	Actual Project Commencement Date	Actual Project Completion Date
\$	\$		

Forward completed and signed forms to: XXXXXX Development Commission ADDRESS Ph: XXX Fax: XX Email:	Important Note: This report and attachments will be assessed by the XXXX Development Commission.
---	--

PLEASE NOTE THAT INFORMATION PERTAINING TO THIS GRANT, INCLUDING THE GRANT RECIPIENT, AMOUNT OF GRANT AND THE PURPOSE FOR WHICH THE GRANT HAS BEEN GIVEN MAY BE ACCESSED BY THE PUBLIC OR TABLED IN PARLIAMENT.

2. PROJECT OUTCOMES

<p><i>Has the project met the <u>Approved Purpose of the Grant</u> (Schedule 1.2) and the <u>Project Outcomes</u> (Schedule 1.4) stated in the Grant Agreement? Explain in detail below.</i></p>	
<p>Has the project met the Approved Purpose of the Grant? (Circle for yes)</p>	Y / N
<p>Please detail any variations from the Approved Purpose and explain why these variations occurred:</p>	
<p>What was the most positive aspect of the project for your organisation?</p>	
<p>Jobs created</p>	
<p>Original estimate % of grant expenditure (Schedule - 1.4 start of project estimates):</p>	
<p>Actual % of grant expenditure (current estimates):</p>	
<p>Details – Approximately how many jobs were created by the project? If possible please indicate the type of jobs created. <i>E.g. position, trade, and whether fulltime, casual, part time, contract etc.</i></p>	
<p>Local service provision</p>	
<p>Original estimate % of grant expenditure (Schedule 1.4 - start of project estimates):</p>	
<p>Actual % of grant expenditure (current estimates):</p>	

Details – How did the project make a difference to local service delivery? <i>E.g. hospitality, health, support services</i>
Local infrastructure provision
Original estimate % of grant expenditure (<i>Schedule 1.4 - start of project estimates</i>): Actual % of grant expenditure (<i>current estimates</i>):
Details - How did the project make a difference to local infrastructure? <i>E.g. equipment, bike tracks, shelters, gardens, tools</i>
Other (e.g. volunteering)
Original estimate % of grant expenditure (<i>Schedule 1.4 - start of project estimates</i>): Actual % of grant expenditure (<i>current estimates</i>):
Details – Please describe any other impacts created by the project <i>Eg. Volunteering</i>
Detail any additional aims and objectives that emerged during the project's development: (<i>Optional</i>)

**If additional space is required please attach a list.*

3. ACKNOWLEDGEMENT OF FUNDING

As stated in Clause 3.4 of the Grant Agreement, it is a requirement of the LPLJ Program that the State Government is adequately acknowledged by funding recipients on all literature and promotional material for the Project, in the format approved of by the State Government.

If applicable:

- a) Please indicate how you have acknowledged State Government support (for example in any promotional material related to the project).

- b) For infrastructure projects, if any signage has been installed at the project site acknowledging State Government support, if applicable please provide a photo.

Please include any attachments which indicate the following:

- *Evidence of acknowledgement and use of logos in promotional material, publications, media etc;*
- *Photographic evidence of permanent signage adequately installed at the project site acknowledging the State Government support.*
- *Any reports, research or documents that have resulted from the project;*
- *Photos which detail the progress of the project or any changes to the project; and*
- *Any other information which may be relevant.*

4. FINANCIAL OBLIGATIONS

The *Financial Management Act 2006* requires evidence showing grant funds were expended in accordance with the approved grant agreement made with the **XXX Development Commission**.

Please ensure that all requirements for financial obligations detailed in the grant agreement have been complied with and supplied.

As this project received more than \$50,000 in State Government funding you must provide:

1. An Income and Expenditure Statement (as per the template provided by the **XXX Development Commission**), signed by the CEO, Chairperson or authorised officer and certified by an Auditor. Audits must be completed to Australian Auditing Standards.
2. A signed auditor's report certified by an authorised auditor as defined in Clause 1 of the Grant Agreement.

Please refer to additional information in the Checklist on page 8.

5. DECLARATION

I _____ of _____

do hereby declare that the information provided in this report is a true and correct record of the acquittal of funds received through the LPLJ Program for the project as described.

Signed by this Day of 20.....
(CEO or equivalent)

LOCAL PROJECTS LOCAL JOBS
STATEMENT OF INCOME AND EXPENDITURE
(for total project income and expenditure, not just LPLJ grant)

[RDCs to replace template with own if preferred]

Project Title:

Is the organisation registered for GST?

☐ Yes

☐ No

INCOME - CASH	ACTUAL Funds received \$ GST Exclusive	\$ GST Inclusive
<u>LPLJ</u> Grant Funding		
<u>Your</u> Own Organisation's Cash Contribution (if applicable)		
<u>Other</u> Funding (if applicable, please list below. Add more rows as required)		
INCOME TOTALS		

EXPENDITURE - CASH (refer to Schedule 1.3 of Grant Agreement)	ACTUAL Expenditure \$ GST Exclusive	\$ GST Inclusive
Detail project items funded through <u>LPJL</u> (please list expenditure items below, add more rows as required)		
If applicable detail project items funded through <u>your</u> own organisations cash contribution (add more rows as required)		

If applicable detail project items funded through <u>other</u> cash contributions (add more rows as required)		
EXPENDITURE TOTALS		

CHECKLIST

As part of the State Government's accountability and performance process, the Commission is required to undertake a full evaluation of how the grants provided from Royalties for Regions were utilised and what benefits were accrued from the project through the provision of those funds.

The intention of the acquittal is to compare the actual outcomes (e.g. economic, social, financial, environmental) to the original proposal. This includes project outcomes and benefits, and financial aspects such as the total project cost, other partners, various incomes, how the money was spent compared to the proposal. An independent audit report is required to ensure that government funds have been appropriately expended and that all conditions of the grant have been met.

Please make sure the following items have been addressed, completed or provided, otherwise the acquittal will either be returned or you will be requested to provide the additional information.

Have you:

- ☐ Completed the acquittal document and had it signed by the appropriate person?
- ☐ Completed and attached an audited Statement of Income and Expenditure for the project?
- ☐ Attached a signed auditor's report?
- ☐ Attached copies of media or signage promoting the project showing appropriate acknowledgement of the support received through LPLJ funding and the **XXXXX Development Commission**?
- ☐ Attached copies of any reports, commissioned research outcomes, feasibility studies, etc that have resulted from the project?

Should you be unsure or require a copy of the grant agreement please contact the **xxxxxx** Development Commission who will assist you.

XXXX Development Commission

ADDRESS

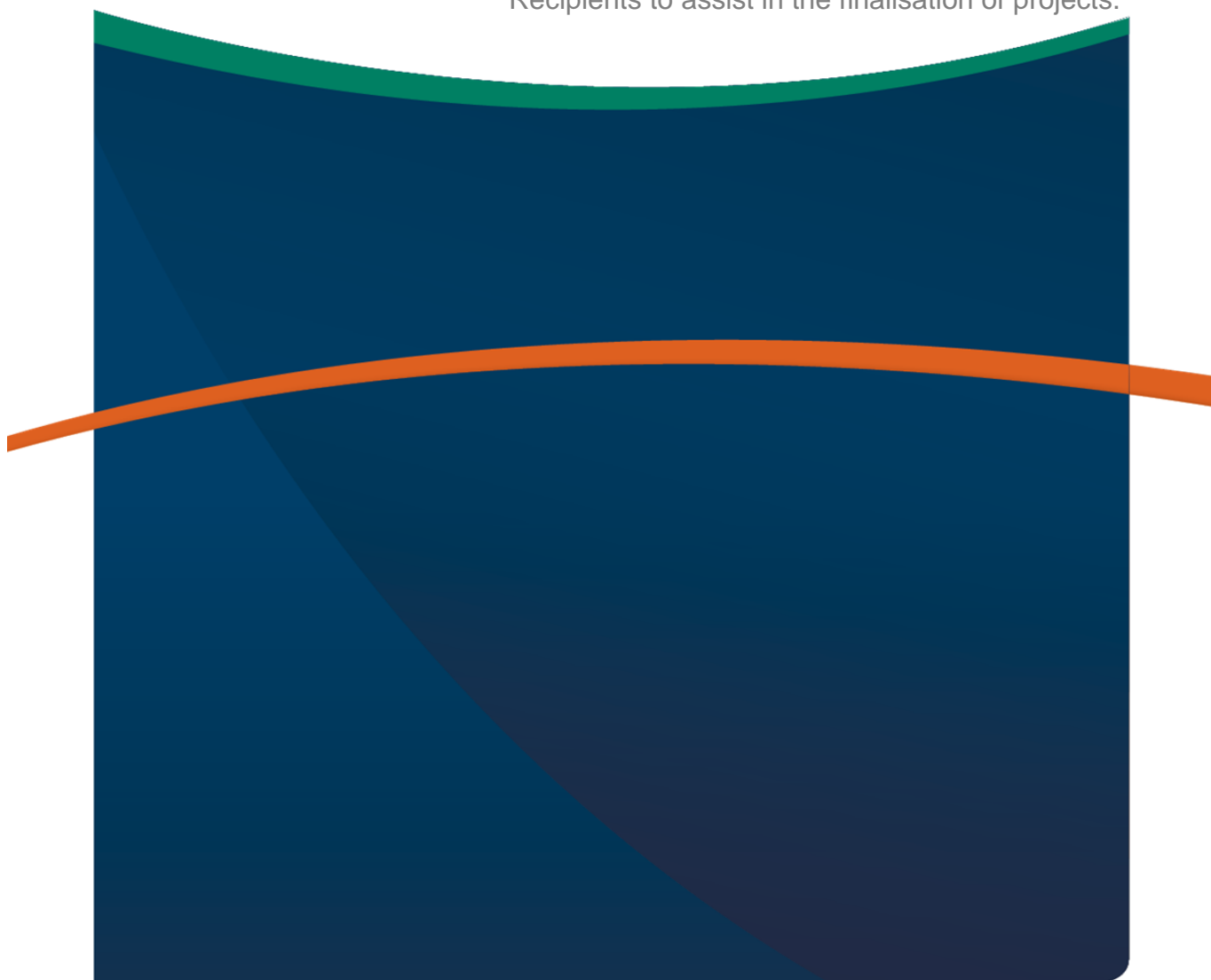
Ph: XXXXX Fax: XXXXX

Email: XXXXXXX

Royalties for Regions FAA & MOU Final Report Guide

including Final Report pro forma

This document is provided to Royalties for Regions funding
Recipients to assist in the finalisation of projects.



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1. Introduction

The Department of Primary Industries and Regional Development (DPIRD) is accountable for the implementation and management of the Royalties for Regions program. Royalties for Regions funding is provided to the Recipient subject to terms and conditions of an Agreement, with DPIRD responsible for the overall management of those Agreements.

At the completion of the Project, or when the purpose of the Agreement has been fulfilled, the Recipient needs to submit a Final Report. This report enables the finalisation of the Project through a formal written process and ceases certain operational obligations under the Agreement such as quarterly and annual reporting. This document provides a guide for the development and submission of the Final Report and provides an overview of the process for finalisation of Royalties for Regions Projects.

2. Why Submit a Final Report?

The Final Report process enables the finalisation of the Project for which Royalties for Regions funds were released. In finalising the Project, certain day to day obligations under the Agreement are ceased. This includes obligations relating to quarterly and annual reporting but does not include those provisions that expressly or impliedly survive expiration of the Agreement, such as audit and evaluation rights or particular project-specific special conditions.

3. When should you Submit a Final Report?

The Final Report should be submitted within three months of project completion, as nominated in the Agreement, and needs to be developed in consultation with the DPIRD Contact Officer. Any variation to this timeframe will need to be discussed with the DPIRD Contact Officer.

4. What if you don't Submit a Final Report?

The submission of a Final Report is a requirement of the Agreement signed between DPIRD and the Recipient. The Final Report is required in order to release the recipient of certain operational obligations under the Agreement. If you do not submit a Final report, you will still be required to meet all obligations in the Agreement and may be required to continue with quarterly and annual reporting until the Final Report process has been completed. The Recipient is required to demonstrate that the funding was expended for the purpose as stated in the Agreement and that the recipient has complied with the conditions of the Agreement. Failure to submit a Final Report may affect further applications by the Recipient for Royalties for Regions funding in the future, or, in some cases, in a request for the funding to be returned to DPIRD.

5. What is the Final Report?

The Final Report is made up of four sections;

- Section 1 – Summary,
- Section 2 – Financial Report
- Section 3 – Project Report, and
- Section 4 – Authority Declaration.

Each section provides detail on a different aspect of the Project. The Pro Forma attached at page 8 of this guide should be used as a prompt for the content of the Final Report.

The Final Report should address each of the areas as requested. Supplementary information should also be provided in conjunction with the Final Report document, such as videos, photographs (encouraged), other Project reports or marketing material. These materials can be provided by including a DVD or USB (preferred) when submitting the Final Report.

The Final Report should be endorsed by the Recipient's appropriate accountable authority, normally the signatory to the original funding Agreement.

The Final Report is required to be certified by the Chief Financial Officer or Accountable Authority confirming that the Financial Report (section 2) and Project Report (section 3) is accurate and that the Funding was used for the Project as described in Schedule 4 of the Agreement. Please note; the tables in the Financial Report are to be completed without modification to the format.

The Final Report is required to be *audited by an independent auditor, in the context of the Agreement, confirming that the financial and project information is accurate.

6. Length of the Final Report

It is important that the Final Report provides sufficient information for DPIRD to be able to assess whether the Recipient has adequately demonstrated that the funding was expended for the purpose as stated in the Agreement and that the Recipient has complied with the conditions of the Agreement. As a general rule of thumb the larger and more complex the Project the more information is required to be provided in the Final Report.

7. How to Use this Guide

The four sections of the report have been provided in the attached Final Report pro forma and can be copied into the Recipient's own MS Word format as a guide in completing the Final Report. As a minimum, the Recipient's Final Report should contain detail as requested in the four sections.

The Final Report should be submitted on the recipient's own letterhead or MS Software template. In some cases, the Final Report may be submitted in other formats, provided that it

meets the requirements of DPIRD as detailed in this guide. Should you wish to submit the Final Report in another format, please discuss this directly with your DPIRD Contact Officer.

Additional information or supporting evidence that is relevant to the finalisation of the Project should be provided at the time of submission of the Final Report.

If the Recipient has any questions on the format of the Final Report, or if any further information is required, please contact the appropriate DPIRD Contact Officer.

8. Submitting the Final Report

The completed Final Report is to be submitted to DPIRD via email to your DPIRD Contact Officer. Please ensure the Final Report is signed by the relevant authority and that the auditor's declaration is included.

The Final Report may also be posted in hard copy to DPIRD to the following address:
C/O Your DPIRD Contact Officer
Department of Primary Industries and Regional Development
PO Box 1143,
West Perth WA 6872

9. Acceptance of the Final Report

The Final Report will be assessed against the purpose of the funding and other project details as described in Schedule 4 of the Agreement. If there are any significant variations that have not been approved or explained, further clarification may be sought by the DPIRD Contact Officer. The DPIRD Contact Officer will notify the Recipient of the progression of the project finalisation process.

10. Finalisation of the Project

The finalisation of the Project occurs when DPIRD formally advises the Recipient in writing that the Final Report submitted has been accepted.

Please note there are certain obligations that survive the end of the Agreement. These include audit and evaluation rights that survive the end of the Agreement by five years, and may include other project-specific special conditions.

If you have a Monitoring and Evaluation (M&E) Plan in place for your Project you are obliged to continue to collect data for the period specified in the M&E Plan, which may extend beyond the end of the Agreement. DPIRD may require you to provide the data collected as part of future Program or Project evaluations.

11. Use of the Report

The information provided in the Final Report assists DPIRD to make improvements in the future of the Royalties for Regions program and to promote the achievements of the projects funded through the program. DPIRD may use the information provided in the Final Report for

other purposes, such as in its reporting processes, on its website or other media promotion. If any of the information provided cannot be used, or any supporting media such as photographs are subject to copyright, the Recipient is required to provide details to its DPIRD Contact Officer when submitting the Final Report.

The Recipient should note that the Final Report and information relating to it is subject to the *Freedom of Information Act 1992* and DPIRD may be required to disclose information contained therein.

12. Category Description Guide

To assist in the completion of the Financial Report section, the Royalties for Regions Category Description Guide is provided at Attachment 1. This is the same guide provided in the Quarterly and Annual Reporting process.

Final Report Pro Forma

Section 1 - Summary

This section should provide a high level summary of about one page. It should reflect the information provided in the Financial and Project Reports.

1. Name of Organisation

Include the name of the funding Recipient.

2. Project Name

The Project title and DPIRD Project number

3. Funding Summary

Specify the total approved Royalties for Regions funding and the total actual Royalties for Regions expenditure.

4. Project Purpose

Describe what you set out to achieve as part of this Project (see Schedule 4 of the funding Agreement).

5. Project Achievements

Describe any significant achievements or outcomes as a result of undertaking the Project. Did it achieve the objectives, milestones and outputs outlined in the Agreement? How did the Project make a difference to regional Western Australia?

Section 2 - Financial Report

1. Project Budget

Briefly describe the total Project budget, total Royalties for Regions funding received and what percentage of the budget was funded by Royalties for Regions. This section should describe any major items of expenditure and any specific financial issues set out in your Agreement.

2. Analysis of Project Budget, Disbursements and Expenditure

Describe how the Royalties for Regions funding was used to meet the Project objectives, milestones and timeframes set out in the Agreement.

Points for discussion may include:

- Was the expenditure incurred consistent with the budget and the scope of the Project?
- What was the extent of variations from the budget? What were the reasons or explanations for these variations?
- Were there any unforeseen expenditure items that affected the delivery of the Project?
- Was the Royalties for Regions funding fully expended? If not, why? What measures have been taken to return any unexpended funds?

3. Leveraged Funding

This section should explain the extent of leveraged funding involved in undertaking the Project. Other sources of funding including other Royalties for Regions funding, interest earned, other state or Australian Government funding, contributions from the Recipient or other private investment should be explained and discussed.

Further points for discussion may include:

- To what extent did the Royalties for Regions funding attract investment from other funding sources?
- The importance of the leveraged funding to the achievement of the Project outcomes?
- Was all of the leveraged funding listed in the Agreement received? If not, why not?

4. Financial Tables

The following tables are in the format of the quarterly and annual reports and, for consistency, they are to be completed without modification to the format. The income and expenditure information, unless otherwise indicated in the Table, relates to the Royalties for Regions funding for this Agreement only and should cover the life of the Project. Please note that the closing Cash Balance MUST be zero for the Project to be acquitted.

A	PROJECT FUNDING DETAILS	
A1	Royalties for Regions approved allocation for the project	\$

B	STATEMENT OF RECEIPTS AND PAYMENTS	
	DESCRIPTION	\$
	Receipts:	
B1	Receipts from Royalties for Regions	
B2	Interest received (where applicable)	
B3	Other Royalties for Regions related income (e.g. recoups or repayments)	
B4	Total Receipts	
	Payments:	
B5	Capital	
B6	Operating	
B7	Total Payments – Capital and Operating (B5 + B6)	
B8	Returned Funds to DPIRD/Treasury	
	Closing Cash Balance	
	Comments:	

C	ADDITIONAL FINANCIAL INFORMATION	
	Leveraged Funds (excludes Royalties for Regions related interest or other income stated in B2 and B3) Source:	\$
C1		
C2		
C3		
C4		

D	TOTAL REPORTED PAYMENTS FOR THE PROJECT (as reported at B7. RfR funds only)	\$
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E	RfR PAYMENTS BY USE	\$
E1	Infrastructure	
E2	Services	
E3	Administration	
E4	TOTAL – (Must equal Total Reported Payments at D)	\$
Comments:		

F	RfR PAYMENTS BY REGION (\$)				
	Region	\$		Region	\$
F1	Gascoyne		F6	Peel	
F2	Goldfields-Esperance		F7	Pilbara	
F3	Great Southern		F8	South West	
F4	Kimberley		F9	Wheatbelt	
F5	Mid West				
F10	TOTAL – (Must equal Total Reported Payments at D)				\$
Comments:					

G	RfR PAYMENTS BY CATEGORY (\$)				
	Category	\$		Category	\$
G1	Agriculture		G8	Health	
G2	Communications		G9	Housing	
G3	Culture		G10	Mining	
G4	Community		G11	Recreational	
G5	Economic Development		G12	Tourism	
G6	Education		G13	Transport	
G7	Environment		G14	Utilities, Power & Water	
G15	TOTAL – (Must equal Total Reported Payments at D)				\$
Comments:					

H	PAYMENT OF ROYALTIES FOR REGIONS FUNDING			
	Deliverable	Budget	Actual	Explanation of Variances
H1				
H2				
H3				
H4				
H5				
H6				
	TOTAL		\$	

Section 3 - Project Report

1. Project Purpose

Briefly describe the purpose of the Project and what the Project set out to do.

2. Aim of the Project

A brief explanation of what the Project aimed to achieve. Some questions to assist in completing this section may include:

- Why was the Project undertaken?
- Was there a particular problem or challenge that the Project aimed to solve or the need in the community that the Project aimed to fulfil?
- What outcomes did it aim to achieve?
- What change did it aim to achieve in regional Western Australia?

3. Project Achievements

Explain the main activities undertaken and achievements against the outputs, activities, milestones and timeframe as detailed in the funding Agreement.

The Recipient may wish to insert a table in this section, or rather address each output and measure in turn. This section should cover the following:

- When was the Project started? When was it completed?
- What was achieved and was this as planned?
- What were the Project outputs and measures listed in the Agreement and how were these achieved?
- What were the reasons for any significant variations to the outputs or measures outlined in the Agreement? And what could have been done differently to avoid these variances?
- Were any impediments encountered in carrying out the Project? If so, what action was taken to overcome these?

4. Results Achieved (M&E Plan)

Describe what the Project has delivered and explain the difference the Project has made or the change it has facilitated. This may include unintended changes. If there is a M&E Plan in place for the Project, please provide an update against the measures in your M&E Plan and what has been achieved to date.

Questions to assist in completing this section may include:

- What effect has the Project had in the region/locality?
- What effect has the Project had on the local community?
- What is new or different in the community because of the Project?
- What benefits were generated for the local community?

- Have any new capabilities and/or skills been attracted to the community?
- Have any new jobs been created as a result of this project? If so, provide detail on whether those positions are full or part time, fixed term or permanent.
- Are there any spinoff effects or unexpected outcomes as a result of the Project?
- Are there any potential longer term benefits or achievements that may be attributable to the Project?
- How did the Royalties for Regions funding make a difference? What impact has it had? How do you know?
- Who were the key stakeholders to the Project? Have they provided comment on the Project? If so, provide brief detail.
- Have any evaluations been completed on the Project? If so, provide detail.

5. Project Governance/Management

Explain how the Project was managed to ensure that it complied with the Agreement obligations. Questions to assist in completing this section include:

- Were there any special conditions in the Agreement? How were these adhered to? Provide evidence where applicable.
- Were there any variations to the Agreement, if so, provide brief detail and how this changed the Project?
- Why were the variations required? Could the need for a variation have reasonably been foreseen?
- What regulations or guidelines were adhered to in the implementation of the Project?
- Provide detail of the Project timeline giving reference to the Project milestones as detailed in the Agreement.
- Provide an explanation of variances between target milestones and actual achievements, including variations to the time frame, impediments encountered, action taken to overcome these and potential future impediments, if any.
- What could have been done differently to avoid these variances?
- What improvements could be made to make the management of the Project more effective or efficient?
- Were any audits carried out on the project? Provide detail of the findings and how these were implemented.

6. Risk Analysis

Explain how the Project managed the risks identified in the business case. Questions may include:

- What risks were encountered in implementing this Project?
- Were the risks experienced consistent with those identified in the Business Case?
- Did the Project experience unforeseen risks? How were these risks managed to ensure that the Project outcome was not adversely affected?
- How could risks be managed differently if the Project were to be undertaken again?

7. Local Content

Explain how the Project contributed to developing capacity or fostering business and industry partnerships in regional Western Australia.

Points may include:

- Was there evidence of local industry development and employment creation?
- Were there opportunities for competitive local industry participation in the Project?
- How did the project engage with local stakeholders/industry bodies?

8. Aboriginal Participation

Where applicable, describe how the Project engaged with, fostered productive relationships with, and created opportunities for Aboriginal and Torres Strait Islander people in regional Western Australia. This may include information on whether the Project incorporated policies or initiatives concerning the implementation of regional programs for Aboriginal Australians.

9. Project Continuation

This section should describe if the Project is to continue into the future and if avenues for future funding have been investigated.

Points for discussion may include:

- Is the Project to be continued into the future?
- If so, how will the Project be funded into the future?
- What measures have been taken/avenues investigated in regards to future funding of the Project?
- How will the resulting infrastructure (if applicable) be maintained and/or supported financially?

10. Key Learnings and Discussion

Describe what has been learned from undertaking the Project and if there is anything that you may have been done differently. Lessons learned may relate to project planning, management including actions, policies or strategies, implementation, community consultation, procurement or other. Discuss the impact that these lessons may have in undertaking future projects.

11. Supporting documentation

Provide detail of any supporting documentation. Attachments may include photographs, media statements, evaluation reports, independent audits or other references.

Section 4 - Authority Declaration

1. Signature of Accountable Authority

[The Accountable Authority should be the original signatory to the Agreement (position), normally the Chief Executive Officer or Director General of the organisation.]

I hereby certify to the best of my knowledge, information and belief that the accompanying Final Report:

- has been prepared in accordance with the terms and conditions of the Agreement;
- is not misleading or inaccurate and presents a true and fair record of the Project achievements for the **<PROJECT>** funded by Royalties for Regions; and
- **<RECIPIENT>** has complied with the obligations imposed by the Agreement dated **< SIGNED DATE OF AGREEMENT >**.

Signature of Chief Executive Officer or Accountable Authority

<Print name and position in full>

<Date>

2. Signature of Chief Finance Officer or accountable officer

I hereby certify to the best of my knowledge, information and belief that the accompanying Financial Report:

- has been prepared in accordance with the terms and conditions of the Agreement;
- is not misleading or inaccurate and presents a true and fair view of the financial status of the Royalties for Regions funding received by **<RECIPIENT>** and its receipts for the **<PROJECT>**; and
- **<RECIPIENT>** has complied with the obligations imposed by the Agreement dated **<SIGNED DATE OF AGREEMENT>**.

Signature of Chief Finance Officer or Accountable Officer

<Print name and position in full>

<Date>

3. Auditor's Opinion

[The complete Final Report *must be audited by an independent auditor. The following text should be used where this page is signed. Otherwise, the auditor can use their own letterhead using the wording and detail provided below.]

In my opinion, the attached Final Report of the Royalties for Regions funding for the **<PROJECT NAME>** Project is, in all material respects, in compliance with the terms and conditions of the applicable Department of Primary Industries and Regional Development Agreement.

The Financial Information contained in the Final Report is based on proper accounts and presents fairly, in all material respects, the cash Receipts and Payments for the Project in accordance with Australian Accounting Standards.

Signature of Auditor

Name:

Position:

Registered Auditor Number:

Audit/Accounting Firm name:

ABN:

Date:

* If all submitted annual reports for this Project have been audited by an independent Auditor and there has been no further project receipts or expenditure since the last audited annual report was lodged with DPIRD you may not need to get the Final Report audited. Please contact the appropriate DPIRD Contact Officer to ascertain if this exemption is applicable to this Project.

ATTACHMENT 1

ROYALTIES FOR REGIONS CATEGORY DESCRIPTION GUIDE			
Expenditure should be categorised as per the desired outcome or impact of the project			
Category	Description	Category	Description
Agriculture	Relating to agricultural development or sustainability. This may include (but not limited to) the following sectors: <ul style="list-style-type: none"> • Commercial Fishing • Equine • Food & Horticulture • Livestock • Veterinary Services 	Health	Relating (but not limited) to: <ul style="list-style-type: none"> • Aged Care • Disability Services • Hospitals • Medical & Dental Services • Mental Health Services • Pharmaceutical
Communications	Relating to the development or sustainability of communication technology. This may include (but not limited to): <ul style="list-style-type: none"> • Information Technology • Telecommunication 	Housing	Relating (but not limited) to: <ul style="list-style-type: none"> • Infrastructure and Construction of Residential Accommodation • Supporting Housing Development
Community	Relating to the development and sustainability of local community facilities (e.g. infrastructure and services) not elsewhere categorised.	Mining	Relating (but not limited) to: <ul style="list-style-type: none"> • Extraction & Exploration of Natural Resources • Other Resource Development
Culture	Relating to the development and sustainability of cultural heritage. This may include (but not limited to): <ul style="list-style-type: none"> • Arts and Events • Museums and Heritage 	Recreational	Relating (but not limited) to: <ul style="list-style-type: none"> • Leisure Activities, Services & Infrastructure • Parks, Ovals & Playgrounds • Sporting & Physical Activity • Facilities
Economic Development	Relating to the support of business, industry or resource development or sustainability. This may include (but not limited to): <ul style="list-style-type: none"> • Capacity Building • Investment • Manufacturing & Industrial • Retail & Commercial • Small Businesses 	Tourism	Relating (but not limited) to: <ul style="list-style-type: none"> • Holiday Accommodation • Tourism Development • Visitor Tours & Activities
Education	Relating to (but not limited to): <ul style="list-style-type: none"> • Primary, Secondary or Tertiary Education • Training & Skills Development • Vocational Education 	Transport	Relating (but not limited) to the development and sustainability of aviation, rail, road, marine or other transport
Environment	Relating (but not limited) to: <ul style="list-style-type: none"> • Conservation • Environmental • Reserves • Waste 	Utilities, Power & Water	Relating (but not limited) to the development, supply or sustainability of drainage, energy or utility services