



Government of Western Australia
Department of Regional Development



ROYALTIES
FOR REGIONS

MEMORANDUM OF UNDERSTANDING

ROYALTIES FOR REGIONS PROJECT

DEPARTMENT OF REGIONAL DEVELOPMENT

AND

DEPARTMENT OF FIRE AND EMERGENCY SERVICES

Regional Community Services Fund

REGIONAL EMERGENCY SERVICE VOLUNTEER FUEL CARD SCHEME

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THIS MEMORANDUM OF UNDERSTANDING is made on the 27 day
of October 2015.

BETWEEN:

The Department of Regional Development, acting through the Director General of
the Department of Regional Development, of 140 William Street, Perth, WA 6000.
(Department)

AND

Department of Fire and Emergency Services (Recipient), of 20 Stockton Bend,
Cockburn Central WA 6164.

RECITALS

- (a) The Department administers Royalties for Regions.
- (b) The Department will provide the Funding on the basis set out in this
Memorandum of Understanding.

OPERATIVE PART

THE PARTIES AGREE as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Memorandum of Understanding, unless repugnant to the context:

Act means the *Royalties for Regions Act 2009* (WA).

Additional/New Milestones has the meaning given to it in clause 4.1(c).

ASX means Australian Securities Exchange.

Auditor means the Auditor General or a person who is independent of, and not related in any way to, the Recipient and is a member of CPA Australia, the Institute of Public Accountants in Australia or the Institute of Chartered Accountants in Australia.

Auditor General means the Auditor General for the State.

Authorisation means any consent, authorisation, registration, filing, agreement, notarisation, clearance, certificate, permission, licence, permit, waiver, approval, authority or exemption from, by or within a Government Agency required under any Law, and includes any renewal of, or variation to, any of them.

Business Day means a day which is not a Saturday, Sunday or public holiday in the State.

Commencement Date means the execution date of this Memorandum of Understanding.

Commonwealth means the Commonwealth of Australia.

Contact Officer has the meaning given in clause 6 of this Memorandum of Understanding.

Date for Project Completion means the date by which the Recipient must complete the Project set out in item 4.3 of Schedule 4.

Evaluation or Audit means one or more of an audit, examination, investigation, inspection, review, evaluation, or a similar activity.

Final Report has the meaning given in Schedule 5 to this Memorandum of Understanding.

Funding means the amount specified in item 2 of Schedule 4.

Government Agency means any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world.

Law means all applicable present and future laws including:

- (a) all acts, ordinances, regulations by-laws, orders, awards and proclamations of the State or the Commonwealth;
- (b) Authorisations;
- (c) principles of law or equity;
- (d) standards, codes, policies and guidelines; and
- (e) the ASX listing rules.

Milestones means the milestones set out in item 4.3 of Schedule 4, with each milestone in relation to an Obligation being the date by which that Obligation must be completed, and includes the Date for Project Completion.

Memorandum of Understanding means this Memorandum of Understanding, including its recitals and any schedules and annexures.

Notification means a notice by the Department given in accordance with this Memorandum of Understanding that in the Department's opinion the Recipient has properly complied with and fulfilled all of its Obligations, including that the Final Report provided by the Recipient in accordance with Schedule 5 is satisfactory.

Obligation means an obligation in this Memorandum of Understanding.

Party means each of the Department or the Recipient as the context requires, and **Parties** means both of them.

Project means the initiative or activities described in item 4 of Schedule 4.

Project Budget means the budget set out in item 4.4 of Schedule 4.

RDC means Regional Development Commission.

Royalties for Regions means the State's Royalties for Regions program under which monies standing to the credit of the Fund (as defined in section 3 of the Act) are expended for purposes permitted by the Act.

Senior Staff Member means a staff member of the Recipient who performs or holds any executive or managerial role including the role of Director General, chief executive officer, chief financial officer or an equivalent or similar role, or the role of head of a department or division, manager, senior project officer, or any other senior role.

Schedule means any schedule to, and forming part of, this Memorandum of Understanding.

Special Conditions means the conditions in item 5 of Schedule 4.

State means the State of Western Australia.

Third Party means a non-State party or any part of the State other than the Recipient or the Department.

Third Party Agreement has the meaning given to it in Clause 12.

1.2 Interpretation

In this Memorandum of Understanding unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include the other genders;
- (c) references to a person include an individual, the estate of an individual and any type of entity or body of persons, including a corporation, an incorporated or unincorporated association or parties in a joint venture, a partnership or a trust and the legal personal representatives, successors and assigns of that person;
- (d) references to the State includes each and every agency department, instrumentality and emanation of the State;
- (e) a reference to a statute, ordinance, code, or other law includes regulations, by-laws, rules and other statutory instruments under it for the time being in force and consolidations, amendments, re-enactments, or replacements of any of them (whether of the same or any other legislative authority having jurisdiction);
- (f) references to this Memorandum of Understanding or any other instrument include this Memorandum of Understanding or other instrument as varied or replaced, and notwithstanding any change in the identity of the Parties;
- (g) references to writing include any mode of representing or reproducing words in tangible and permanently visible form, and include e-mail and facsimile transmission;
- (h) if a word or a phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (i) references to this Memorandum of Understanding include its recitals, schedules and annexures;
- (j) references to time are local time in Perth, Western Australia;
- (k) where time is to be reckoned from a day or event, that day or the day of that event is to be included;
- (l) references to currency are to Australian currency unless otherwise stated;
- (m) a reference to any thing is a reference to the whole and each part of it, and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (n) when the day or last day for doing an act is not a Business Day, then the day or last day for doing the act will be the directly preceding Business Day;
- (o) if the word "including" or "includes" is used, the words, "without limitation" are taken to immediately follow;

- (p) the phrases "described in", "set out" and "specified in" shall all read as if the words "expressly or impliedly" appear immediately before them; and
- (q) reference to a contractor or sub-contractor means a contractor or sub-contractor at any tier.

2 DEPARTMENT

- (a) The Department administers Royalties for Regions and this Memorandum of Understanding for and on behalf of the State and performs its Obligations for and on behalf of the State.
- (b) Where the Recipient has any Obligation to remit or pay monies to the Department, the Recipient must make payment to the Department in the manner requested by the Department, including making payment into a bank account nominated by the Department if so requested, which may be a bank account held in the name of the Department.

3 SCOPE OF THIS MEMORANDUM OF UNDERSTANDING

- (a) The Parties agree that this Memorandum of Understanding is not contractually or legally binding and that this Memorandum of Understanding does not impose any legal liability on either Party or their respective employees and advisers.
- (b) The Parties agree that this Memorandum of Understanding does not constitute any representation, offer or invitation that is capable of acceptance, or that could form the basis of an estoppel.
- (c) The Recipient must:
 - (i) carry out all aspects of the Project and fulfil its Obligations in a competent, diligent, satisfactory and professional manner, and to a high standard;
 - (ii) comply with this Memorandum of Understanding; and
- (d) The Department must pay to the Recipient the Funding in the manner set out in Schedule 4 and the Recipient must use the Funding to carry out the Project and for no other purpose.
- (e) The Recipient must:
 - (i) notify the Department of legal proceedings, arbitration or administrative proceedings or debt recovery actions pending or threatened against the Recipient (in any capacity, including as against the State acting through the Recipient) as soon as practicable after the institution of those proceedings or that debt recovery action;
 - (ii) notify the Department immediately if the Recipient (in any capacity, including where the State acts through the Recipient) is in breach of any Law, receives an audit qualification or breaches, fails to obtain or is under scrutiny through an inquiry or decree in respect to (as applicable) any consent, registration, approval, licence or permit or agreement, order or award binding on the Recipient (in any capacity, including where the State is acting through the Recipient) or which

the Recipient requires in order to carry out one or both of the Project or its functions;

- (iii) notify the Department immediately if the Recipient becomes aware of any fraud or corruption in relation to the Project, the Funding, any interest which accrues on the Funding, or this Memorandum of Understanding.

(f) The Recipient must:

- (i) keep and maintain accurate, complete, up-to-date, properly detailed written records of income, expenditure, work, activities, progress, setbacks, problems and business and commercial arrangements and dealings in relation to this Memorandum of Understanding and the Project, and promptly provide the Department with information or documentation (relating in any way to the Project or this Memorandum of Understanding) requested by the Department. The Recipient must ensure that all such information or documentation (as the case may be) is accurate, complete, up-to-date, properly detailed and not in any way misleading or deceptive;
- (ii) provide the Department within five (5) Business Days of any request with written evidence (to the satisfaction of the Department in its absolute discretion) that the Recipient has the expertise and operational capability and capacity to carry out the Project; and
- (iii) establish a separate account or cost centre within its financial system solely for the Funding and any interest which accrues on the Funding.

4 OBLIGATIONS OF RECIPIENT

4.1 Use of Funding

- (a) The Recipient must use the Funding (and any interest which accrues on the Funding) for the carrying out of the Project in accordance with this Memorandum of Understanding and the Project Budget. All of this expenditure must be effected in a commercially prudent, sensible and reasonable manner.
- (b) In carrying out the Project, the Recipient must comply with and meet all Milestones including completing the Project by the Date for Project Completion.
- (c) Without in any way limiting any other part of this Memorandum of Understanding, if the Recipient fails to comply with or meet a Milestone, the Department may at any time impose additional milestones in relation to any aspect of the Project or replace any Milestones with new milestones (**Additional/New Milestones**). The Department has absolute discretion as to whether to impose additional milestones, or replace existing Milestones, and as to what those new or replacement milestones will be and what aspects of the Project or this Memorandum of Understanding they will relate to. In carrying out the Project, the Recipient must comply with and meet all Additional/New Milestones. If the Recipient fails to comply with or meet an Additional/New Milestone or

any further milestones set by the Department, the Department has the same rights as set out above to at any time impose new or replacement milestones in its absolute discretion without in any way limiting any other part of this Memorandum of Understanding.

4.2 No Changes

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

4.3 No Endorsement

The Recipient agrees that nothing in this Memorandum of Understanding constitutes an endorsement by the Department of any goods or services provided by the Recipient.

4.4 Acknowledgement of the Department

- (a) Any communications in relation to one or more of Royalties for Regions, the Project and this Memorandum of Understanding including presentations, publications, signage, articles, newsletters, or other literary works relating to the Project must:
 - (i) equally represent the Parties when Royalties for Regions' or Project logos are displayed, including containing the Department's and the Recipient's logos and names in an equally prominent position; and
 - (ii) be consistent with the Department's Marketing, Communications and Acknowledgements Policy.
- (b) The respective roles of the Parties must be acknowledged at relevant fora, conferences, and project launches where the Project is promoted.
- (c) The Parties shall:
 - (i) work cooperatively at the senior management and officer levels;
 - (ii) maintain open communication, both formal and informal, to progress the objectives of this Memorandum of Understanding;
 - (iii) share information and knowledge as practicable; and
 - (iv) advise any stakeholders in the Project about arrangements between the Parties.
- (d) The Parties must coordinate joint communications when dealing with the media and stakeholders in the Project in relation to the Project on issues of significance or mutual concern, including circulating draft media statements, advertising proposals and advertisements between the Parties for comment prior to publication.
- (e) The Recipient must liaise with the Department prior to releasing, and gain the prior written approval of the Department to the release of, any media statement, advertising proposal or advertisement by the Recipient in relation to the Project.

4.5 Accounts and Reporting

- (a) The Recipient must provide the Department with annual and progress reports containing the information and within the timeframes set out in Schedules 2, 3 and 5 of this Memorandum of Understanding.
- (b) The Recipient must provide the Department with a Final Report within three (3) months after receipt by the Recipient of any written request from the Department to do so.

4.6 General Undertakings of the Recipient

The Recipient must:

- (a) at all times, duly perform and observe its Obligations and must promptly inform the Department of any occurrence that might adversely affect its ability to do so in a material way;
- (b) undertake its Obligations with integrity, good faith and probity;
- (c) comply with all Laws; and
- (d) cooperate fully with the Department in the administration of this Memorandum of Understanding.

4.7 Negation of Employment, Partnership and Agency

- (a) The Recipient 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 Department or as otherwise able to represent the Department.
- (b) The Recipient will not, by virtue of this Memorandum of Understanding, be or for any purpose be deemed to be, an employee, partner, or agent of the Department, or have any power or authority to represent the Department.

4.8 Notification

- (a) The Department intends to provide the Recipient with the Notification once it considers that the Recipient has properly complied with and fulfilled all of its Obligations including that the Final Report provided by the Recipient in accordance with Schedule 5 is satisfactory.
- (b) The Recipient acknowledges and agrees that:
 - (i) the Department has absolute discretion in:
 - (A) determining whether and when it considers that the Recipient has properly complied with and fulfilled all of its Obligations including that the Final Report provided by the Recipient in accordance with Schedule 5 is satisfactory; and
 - (B) determining whether and when to provide the Notification to the Recipient; and
 - (ii) receipt of the Notification does not in any way preclude or prevent the Department from requiring the Recipient to promptly perform any

Obligation of the Recipient which the Department subsequently discovers has not been properly complied with by the Recipient.

5 EVALUATION OR AUDIT RIGHTS

At any time until five (5) years after receipt of the Notification by the Recipient, the Department may arrange for an Evaluation or Audit to be carried out in relation to either or both of the Project and this Memorandum of Understanding by either the Department, an Auditor, or any other person that the Department in its absolute discretion wishes to carry out the Evaluation or Audit. If the Department arranges for an Evaluation or Audit:

- (a) the Department must notify the Recipient that the Department has arranged for an Evaluation or Audit to be carried out; and
- (b) the Recipient must allow all persons appointed by the Department to carry out the Evaluation or Audit to:
 - (i) have full access to all documents, records and premises in the control or possession of the Recipient for the purpose of carrying out the Evaluation or Audit; and
 - (ii) make and take copies of any and all documents and records in the control or possession of the Recipient relating in any way to either or both of the Project and this Memorandum of Understanding.

6 CONTACT OFFICERS

- (a) Each Party must appoint a staff member to be a contact officer in relation to the Project and this Memorandum of Understanding (this staff member and any replacement staff member performing the same role are referred to in this Memorandum of Understanding as the **Contact Officer**). The Contact Officer for each Party is authorised to act for that Party in relation to this Memorandum of Understanding and is the first point of contact for the other Party in relation to any disputes arising under this Memorandum of Understanding.
- (b) The details of each Party's Contact Officer as at the Commencement Date are set out in Schedule 1.
- (c) If a Party changes its Contact Officer, that Party must notify the other Party in writing of the details (being the same categories of information set out in Schedule 1 for each Contact Officer) of the new Contact Officer within five (5) Business Days after the change.

7 REPAYMENT AND RETENTION OF THE FUNDING

Within twenty (20) Business Days from receipt by the Recipient of any written request from the Department to provide a Final Report, the Recipient must remit to the Department any Funding that the Department has paid to the Recipient and that has not been spent or committed in accordance with this Memorandum of Understanding and any interest which accrues on that Funding.

8 LIMITATION OF LIABILITY

- (a) The Department is not responsible or liable for the success or otherwise of the Project or for any losses, costs, expenses, liability, fines or

penalties suffered or incurred by the Recipient in undertaking the Project.

9 FREEDOM OF INFORMATION ACT 1992, FINANCIAL MANAGEMENT ACT 2006 AND AUDITOR GENERAL ACT 2006

- (a) This Memorandum of Understanding and information regarding it is subject to the *Freedom of Information Act 1992*. The Department may publicly disclose information in relation to this Memorandum of Understanding, including its terms and the details of the Recipient.
- (b) Despite any express or implied provision of this Memorandum of Understanding to the contrary, the powers and responsibilities of the Auditor General under the *Financial Management Act 2006* and the *Auditor General Act 2006* are not limited or affected by this Memorandum of Understanding. The Recipient must allow the Auditor General, or an authorised representative, to have access to and audit (or otherwise review, examine or evaluate) the Recipient's records and information concerning either or both of this Memorandum of Understanding and the Project.

10 NOTICES

In order for any notice or other communication (including any request, approval or the like) that may or must be given under this Memorandum of Understanding to be effective, that notice or other communication:

- (a) must be in writing;
- (b) must be given by the Contact Officer of the Party giving notice or by another authorised officer of that Party (who must be a Senior Staff Member) if the Contact Officer is unable to give a notice or communication in a particular instance;
- (c) must be:
 - (i) hand-delivered or sent by prepaid post to the address of the Party receiving that notice or other communication set out in item 1 of Schedule 1;
 - (ii) sent by facsimile to the facsimile number of the Party receiving the notice, set out in item 1 of Schedule 1;
- (d) subject to paragraph (e) of this clause 10, 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 seventh 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.

11 DISPUTE RESOLUTION

- (a) If any dispute arises between the Parties in relation to this Memorandum of Understanding, or any matter referred to in this Memorandum of Understanding:

- (i) the parties understand that the dispute is not a contractual dispute and as set out in clause 3(a), this Memorandum of Understanding is not contractually or legally binding and no contractual rights or obligations arise out of, or are contained in this Memorandum of Understanding, which does not impose any legal liability on either Party or their respective employees and advisers;
- (ii) that dispute is to be determined by joint decision of the Director General of the Department and the Director General (or equivalent) of the Recipient both acting reasonably and in good faith; and
- (iii) in the event that a dispute is not determined under subclause 11(a)(ii), the dispute shall be finally and conclusively determined by the Minister responsible for the Department and the Minister responsible for the Recipient.

12 AGREEMENT BETWEEN THE RECIPIENT AND A THIRD PARTY

If the Recipient enters into an agreement or a memorandum of understanding (as appropriate) with a Third Party relating in any way to either or both of this Memorandum of Understanding and the Funding (**Third Party Agreement**), including a Third Party Agreement under which the Third Party is to deliver or fulfil any of the Recipient's Obligations or to provide services to the Recipient to assist or enable it to fulfil its Obligations, the Recipient must ensure that the Third Party:

- (a) has obligations in the Third Party Agreement which, if properly fulfilled, will ensure that the Recipient properly fulfils its corresponding Obligations and to the extent necessary to ensure that the Third Party has these obligations, the Recipient must ensure that the Third Party Agreement mirrors the terms of:
 - (i) where the Third Party is a non-State party, the Department's most recent financial assistance agreement standard terms, which the Department will provide to the Recipient on request, meaning that the Third Party Agreement in this instance must be a legally binding agreement (and not a memorandum of understanding), including ensuring that the Third Party Agreement requires the Third Party to effect, maintain and keep in force for the appropriate periods, adequate and appropriate insurance, including works insurance if applicable; and
 - (ii) where the Third Party is a part of the State other than the Recipient or the Department, this Memorandum of Understanding; and
- (b) agrees to the Recipient providing the Department with any documents that the Third Party provides to the Recipient and to the Department attending any meetings that the Third Party has with the Recipient if the Department wishes to obtain copies of such documents or attend such meetings.

13 VARIATION

Any modification, amendment or other variation to this Memorandum of Understanding must be made in writing, and must, unless the Department directs in writing otherwise, be duly executed by both Parties.

14 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 Recipient, the Recipient must obtain and have in place from the Commencement Date until receipt of the Notification by the Recipient the written consent of the person owning or leasing that land to undertake the Project on that land.

15 SCHEDULES

Any part of any Schedule to this Memorandum of Understanding is hereby deemed to be a part of this Memorandum of Understanding.

SCHEDULE 1 – CONTACT OFFICERS

1. Notice Addresses

1.1 Department

Registered Mail:	PO Box 1143 WEST PERTH WA 6872
Facsimile:	(08) 6552 1850

1.2 Recipient

Registered Mail:	GPO Box 1174, PERTH WA 6844
Facsimile:	(08) 9395 9384

2. Contact Officers

2.1 Department

Name:	Linda Towill
Job Title:	Project Officer
Phone:	(08) 6552 1823
Facsimile:	(08) 6552 1850
Email:	Linda.towill@drd.wa.gov.au
Postal Address:	PO Box 1143, WEST PERTH WA 6872
Street Address:	Level 12, 140 William Street, PERTH WA 6000
Supervisor:	Brett Sabien, Manager, Regional Investment – Services

2.2 Recipient

Name:	Georgina Camarda
Job Title:	Director, Business Services
Phone:	(08) 9395 9414
Facsimile:	(08) 6552 9384
Email:	georgina.camarda@dfes.wa.gov.au
Postal Address:	GPO Box 1174, PERTH WA 6844
Street Address:	20 Stockton Bend, COCKBURN CENTRAL WA 6164
Supervisor:	Frank Pasquale, Executive Director, Corporate Services

2.3 Recipient financial contact

Name:	Victor Zeng
Job Title:	Senior Financial Accountant
Phone:	(08) 9395 9496
Email:	victor.zeng@dfes.wa.gov.au

SCHEDULE 2 – FINANCIAL REPORT

The Department intends to provide relevant templates to assist the Recipient in completing its reporting Obligations.

The information listed below is indicative of the information requested by the Department and may be varied by the Department from time to time in its absolute discretion.

1. Total approved Royalties for Regions budget for the current financial year.
2. Balance brought forward from previous reporting period.
3. Funding received from the Department to date.
4. Total monies committed in the current period from Funding and other funds received (if any), including Leveraged Funds.
5. Actual payments to date.
6. Initial estimated cost of the Project.
7. Amount of interest earned on the Funding and on any income generated by the Project. (Not relevant to this project)
8. Amount of Leveraged Funding from other sources. (Not relevant to this project)
9. Forecast cost to complete the Project.
10. Use of funds: Infrastructure/Services/Administration.

SCHEDULE 3 – PROJECT REPORT

The Department intends to provide relevant templates to assist the Recipient in completing its reporting Obligations.

The information listed below is indicative of the information requested by the Department and may be varied by the Department from time to time in its absolute discretion.

1. Fulfilment of the Recipient's Obligations.
2. To what degree has the Recipient achieved Royalties for Regions' objectives in fulfilling its Obligations.
3. Project indicators.
4. Milestones/achievements target for the reporting period.
5. Milestones/actual achievements for the reporting period.
6. Explanation of variances between target and actual achievements, including reasons why milestones were not achieved, impediments encountered, action taken to overcome these and potential future impediments if any.
7. Risks in relation to the Project, including in relation to completing the Recipient's Obligations and solutions proposed by the Recipient in relation to these risks.
8. Funding allocation by project category.
9. What the Funding received has been spent on.
10. Provide copies of contracts entered into between the Recipient and any other party in relation to the Project, including Third Party Agreements.

SCHEDULE 4 – ROYALTIES FOR REGIONS PROJECT DETAILS

1. Use of Funding by the Recipient

Funding will be used for any and all reasonable costs the Recipient is required to expend to meet its Obligations under this Memorandum of Understanding, including but not limited to project costs, resources, materials, services, and any other legitimate expense associated with implementation and management of the Regional Emergency Service Volunteer Fuel Card Scheme.

2. Funding Amount

Funding of \$7,370,000 (excluding GST) will be provided by the State to the Recipient in the manner and within the timeframes outlined in item 3.1 of this Schedule 4.

Disbursal of Funding will be subject to availability of funds through the State budget and mid-year review of the State budget each financial year.

3. Manner in which Funding Is to be Paid

3.1. Payment of Royalties for Regions Funding

Where the Funding is to be paid in multiple tranches, once the first tranche of Funding has been paid to the Recipient, the transfer of any subsequent tranche of Funding is subject to an assessment of the Recipient's prior expenditure on the Project and the material cash at bank balances of the Funding previously paid to the Recipient. The Department will not make payment of any subsequent tranche of Funding until it is satisfied in its absolute discretion that the Recipient requires further Funding to carry out the Project in accordance with this Memorandum of Understanding.

Deliverable	Payment details and timing	Amount \$
Signing of this Memorandum of Understanding.	<ul style="list-style-type: none">• Payment will be authorised within twenty (20) Business Days upon acceptance by the Department of documented evidence that this deliverable has been met.	885,000
Scheme has commenced with the opening of the application period for the Regional Emergency Service Volunteer Fuel Card Scheme 2015/2016.	<ul style="list-style-type: none">• Payment will be authorised within twenty (20) Business Days upon acceptance by the Department of documented evidence that this deliverable has been met.	1,000,000

Deliverable	Payment details and timing	Amount \$
Completion of Scheme delivery for 2015/2016 calendar year.		
Opening of the application period for new applicants and details confirmed for existing cardholders for \$2000 top up for the Regional Emergency Service Volunteer Fuel Card Scheme 2016/2017.	<ul style="list-style-type: none"> Payment will be authorised within twenty (20) Business Days upon acceptance by the Department of documented evidence that this deliverable has been met. 	1,835,000
Completion of Scheme delivery for 2016/2017 calendar year.		
Opening of the application period for the Regional Emergency Service Volunteer Fuel Card Scheme 2017/2018.	<ul style="list-style-type: none"> Payment will be authorised within twenty (20) Business Days upon acceptance by the Department of documented evidence that this deliverable has been met. 	1,840,000
Completion of Scheme delivery for 2017/2018 calendar year.		
Opening of the application period for the Regional Emergency Service Volunteer Fuel Card Scheme 2018/2019).	<ul style="list-style-type: none"> Payment will be authorised within twenty (20) Business Days upon acceptance by the Department of documented evidence that this deliverable has been met. 	1,810,000
Total payment		7,370,000

4. Detailed Description of Project

4.1. Project Description

The Regional Emergency Service Volunteer Fuel Card Scheme will provide a fuel card to the value of \$2000 per financial year, over four years, to approximately 846 eligible emergency service volunteer Brigades, Groups and Units (BGUs) located in regional Western Australia as defined by the *Regional Development Commissions Act 1993* ('RfR boundaries').

Additionally, but out of scope of this MOU, the Recipient will fund and manage the extension of the Emergency Service Volunteer Fuel Card Scheme to eligible emergency service volunteer BGUs within the Perth urban fringe. For the purpose of this Scheme the urban fringe is the geographical area located between the metropolitan Fire District Boundary and the Royalties for Regions regional boundary.

Eligible emergency service volunteer BGUs located within the RfR geographic boundaries include:

- Bush Fire Brigades (BFB);
- Volunteer Fire and Rescue Service (VFRS);
- Volunteer Fire and Emergency Service (VFES);
- State Emergency Service (SES);
- Volunteer Marine Rescue Service (VMRS); and
- St John Ambulance (SJA).

4.2. *Recipient's Obligations*

The Recipient must perform the Obligations set out in the table below by the Milestones (see item 4.3 of this Schedule 4).

	Recipient's Obligations	Performance Measure	Performance Measure Method
1.	Implement and manage a Project for the distribution of the Regional Emergency Service Volunteer Fuel Card Scheme.	Project implementation requirements completed within a maximum six (6) months of Cabinet Approval.	Qualified personnel identified and recruited. Project Management of the Regional Emergency Service Volunteer Fuel Card Scheme conducted in accordance with DFES project management guidelines.
2.	Make available a Regional Emergency Service Volunteer Fuel Card to the value of \$2,000 to all eligible emergency service volunteer BGUs within the RfR boundaries.	Conduct an application process annually, for the term of the Regional Emergency Service Volunteer Fuel Card Scheme.	Application governance process established and documented, including the development of relevant forms and guidelines. Establishment of a dedicated webpage which enables access to and submission of applications. Completion of an application acceptance cycle of up to six (6) weeks duration, for the period of the Scheme.
3.	Enable and support maximum take-up of Regional Emergency Service Volunteer Fuel Cards by eligible emergency service volunteer BGUs within agreed timeframes.	Communication Plan and Stakeholder Engagement Strategy endorsed by the Department.	Stakeholder Engagement Strategy and Communication Plan established in accordance with DFES Strategic Project Office Requirements.

	Recipient's Obligations	Performance Measure	Performance Measure Method
4.	Maximise the participation of fuel outlets within Western Australia (WA) including regional WA, in the Regional Emergency Service Volunteer Fuel Card Scheme.	Establishment of contract for a Fuel Card Service Provider with substantial coverage in Western Australia	Establishment of tender specifications requiring 80% coverage across regional Western Australia. Copy of Contract award letter provided to the Department.
5.	Establish mechanisms to ensure appropriate governance in the distribution of Regional Emergency Service Volunteer Fuel Cards.	Development of an Application process with sufficient control mechanisms to address risk and minimise fraud.	Development of a Risk Matrix for the Project. Development and documentation of an Application and Verification process with control mechanism. Use of legislated DFES Resource Management System for identity verification purposes.
6.	Perform all other Obligations as required to satisfy the terms of this MOU.	Provision to the Department of Quarterly Project Updates and end of year Financial Report.	Financial Report addresses all requirements of the Recipients Funding Obligations established under this MOU. Quarterly Project Update addresses project performance against milestones established in this MOU.
7.	Obtain feedback from recipients of the fuel card at the end of year three (3) of the Regional Emergency Service Volunteer Fuel Card Scheme through a survey mechanism.	An online and paper survey made available to participants of the Scheme	A response rate that is representative of Scheme participants to enable an assessment of the effectiveness of the Regional Emergency Service Volunteer Fuel Card Scheme.

4.3. *Project Timeframe*

The Recipient agrees to commence the Project within six (6) months after execution of the Memorandum of Understanding.

Obligations (Deliverables)	Milestone
Recruitment of Project Officer/s to develop and manage rollout of program (Ob. 1).	<i>Completed.</i>
Web Page Developed (Ob. 2).	1 st October 2015
Registration of the Project Implementation Document, including Risk Matrix, with the DFES Strategic Program Office (Ob. 1, 5).	15 th October 2015
Communications Strategy established and presented to the Department for endorsement (Ob. 3).	30 th October 2015
Contract tender for Fuel Card Service Provider awarded (Ob.4).	1 st November 2015
Application governance process established and documented, including the development of relevant forms and guidelines (Obs. 2 and 5).	15 th November 2015
2015/2016 Application period commences (Ob. 2).	1 st December 2015
2015/2016 Application Period completed (Ob. 2).	8 th January 2016
<i>Fuel cards distributed by service provider.</i>	<i>(1 month after application closes)</i>
2016/2017 New Applications ONLY Period commences.	1 st June 2016
2016/2017 New Applications close.	30 th June 2016
2016/2017 Fuel cards distributed by service provider and a top up of \$2000 to 2015/2016 issued cards.	1 month after application closes
2017/2018 Application Period Commences.	1 st June 2017
2017/2018 Application Period completed.	30 th June 2017
Fuel cards distributed by service provider.	1 month after application closes
Release of Survey for participant feedback.	1 st April 2018
Review provided to the Department on the overall program.	30 th May 2018 <i>(Before final year commences)</i>

Obligations (Deliverables)	Milestone
2018/2019 Application Period Commences.	1 st June 2018
2018/2019 Application Process completed.	30 th June 2018
<i>Fuel cards distributed by service provider.</i>	<i>(1 month after application closes)</i>
Completion of the Project.	30 th September 2019
Project Acquittal.	3 months after completion of Project.

4.4. Project Budget

Item of Expenditure	Budget (\$)	Source of Funds
Pre-Loaded Fuel Cards to the value of \$2000 per annum for up to 846 eligible BGUs over four years.	6,768,000	
Fuel Card service provider fees and costs.	178,000	
Procurement contingency.	19,000	Royalties for Regions
Administration costs – project implementation (internal).	11,000	
Project Management (including personnel costs):		
- 0.25 FTE L4 (including on-costs)	394,000	
- 0.5 FTE L6 (including on-costs)		
Total Budget	7,370,000	

5. Special Conditions

- 5.1. Any changes or amendments required to the Application form/guidelines brochure for the Regional Emergency Service Volunteer Fuel Card Scheme must be communicated to, and accepted by the Department.

SCHEDULE 5 – ACCOUNTS AND REPORTING

- (a) The Recipient is to provide to the Department progress reports on a quarterly basis (as at 30 September, 31 December, 31 March and 30 June), or as determined from time to time by the Department, until receipt by the Recipient of the Notification. These progress reports must be certified by the Director General, Chief Financial Officer or other accountable officer of the Recipient and include:
- (i) a financial report containing information with respect to the Project, which must include the information set out in Schedule 2; and
 - (ii) a project report which must include the information set out in Schedule 3, showing how and to what extent the Funding (and any interest accrued on the Funding) was spent and the extent to which the Recipient's Obligations were performed and the Milestones met.

Note – quarterly reports are to be submitted within one (1) month after the end of each quarter.

For the avoidance of doubt the Department may:

- (i) request progress reports at more regular intervals than one progress report every quarter but must not request progress reports at more regular intervals than every week; and
 - (ii) determine in its absolute discretion what information the Recipient is required to include in a progress report and requiring less information in a progress report than that prescribed in item (a) of this Schedule 5 in any one instance does not constitute a waiver of the Department's right to receive the information prescribed in item (a) of this Schedule 5 in every other progress report.
- (b) The Recipient is to provide to the Department an annual report on the Project based on a financial year ending 30 June until receipt by the Recipient of the Notification. These annual reports must be certified by the Director General, Chief Financial Officer or other accountable officer of the Recipient and be audited by an Auditor, and include:
- (i) a financial report containing information with respect to the Project which must include the information set out in Schedule 2; and
 - (ii) a project report which must include the information set out in Schedule 3, showing how and to what extent the Funding (and any interest accrued on the Funding) was spent and the extent to which the Recipient's obligations were performed and the Milestones met.

Note – the annual report on the Project is to be submitted within three (3) months after the end of the financial year to which the annual report relates.

- (c) The Recipient is to provide to the Department a report (**Final Report**) within three (3) months after receipt by the Recipient of any written request from the Department to do so, which must be certified by the Director General, Chief

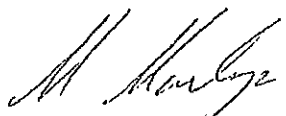
Financial Officer or other accountable officer of the Recipient and be audited by an Auditor, and include:

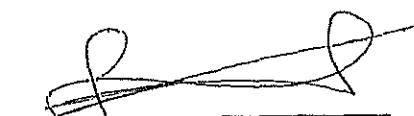
- (i) a financial report certifying that the Funding (and any interest accrued on the Funding) was used for the Project, confirming the amount of Funding spent and which must include the information set out in Schedule 2; and
- (ii) a project report which must include the information set out in Schedule 3, showing how and to what extent the Funding (and any interest accrued on the Funding) was spent and the extent to which the Recipient's obligations were performed and the Milestones met.

EXECUTION OF THIS MEMORANDUM OF UNDERSTANDING

For and on behalf of the Department:

For and on behalf of the Recipient:



David (Ralph) Addis
DIRECTOR GENERAL

Wayne Gregson APM
FES COMMISSIONER