

FUNDING AGREEMENT
ReMADE IN QUEENSLAND PROGRAM

BETWEEN

STATE OF QUEENSLAND
through the Department of Regional Development, Manufacturing and
Water
(ABN 51 242 471 577)

AND

[#RECIPIENT NAME]

(ABN [#Recipient ABN])

Project: **[#Project Name]**

Project ID: **REMIQ[#Reference Number]**

Acknowledgement of Traditional Owners

We respectfully acknowledge the Aboriginal and Torres Strait Islander peoples as the Traditional Owners and Custodians of this Country – the lands and seas on which we meet, live, learn, work and play. We acknowledge those of the past, the Ancestors whose strength has nurtured this land and its people, and we recognise their connection to land, sea and community. We pay our respects to them, their culture and to their Elders past and present.

This publication has been compiled by Manufacturing Development, Department of Regional Development, Manufacturing and Water.

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ReMADE IN QUEENSLAND PROGRAM REFERENCE SCHEDULE

Ref No	Reference	Description
1.	Recipient:	# Name
2.	Project title:	# Title
3.	Project ID and Application Form Reference:	ReMIQ# Number and Name
4.	Project:	# [Note: This Item 4 must clearly set out the scope of the Project. The content of this Item 4 will depend on complexity of the project that is being implemented and the level of detail included by the Recipient in the Application Form] The State should clearly describe the services/products in this item 4, and where required, by reference to the relevant technical document. This description of the Project should also describe the link to the Project Site]
5.	Project Site	# [Note: Insert the address of the Project Site - e.g. the Recipient's site Queensland where the Assets will be located and the Project will be operated]
6.	End Date:	Fifteen months after the final Deliverable Date
7.	Total Maximum Funding Contribution (exclusive of GST)	# [Note: this is the total of the Maximum Deliverable Funding Contributions, as set out in the seventh column of the table in Schedule 1]
8.	Total Project Cost (exclusive of GST)	# [Note: the Recipient is required to expend a total amount on the Project equal to the "Total Project Costs". The State will specify the figure that it requires the Recipient to expend on the Project. This includes both Eligible Project Costs and Ineligible Project Costs]
9.	Retention Percentage	5%
10.	Outcomes and Objectives	[Note: Department to insert measurable Outcomes and Objectives for the Project]
11.	Insurance:	<ul style="list-style-type: none"> • Public liability insurance for the amount of \$20,000,000 in respect of each claim. • General insurance against loss or damage to the Recipient's property caused by or resulting from accident, fire, theft, malicious damage or storms and any other insurable risk which property of a similar nature is commonly insured against. • Workers' compensation insurance for the Recipient's employees in accordance with the <i>Workers Compensation and Rehabilitation Act 2004</i> (Qld). • If the equipment is being transported from overseas, insert: Transit insurance for the Assets for their full replacement value and reinstatement on terms and from an insurer reasonably acceptable to the State. • # [Insert others if applicable]
12.	Contact officers:	<p>For the State:</p> <p>Title: Director, Commercial Evaluation and Management</p> <p>Street Address: Level 17, 1 William Street, Brisbane QLD 4000</p> <p>Postal Address: PO Box 15009, City East QLD 4002</p> <p>Telephone: (07) 3452 7348</p> <p>Email: agreementmanagement@dSDLGP.qld.gov.au</p> <p>For the Recipient:</p> <p>Name:</p> <p>Title:</p> <p>Street Address:</p> <p>Postal Address:</p>

		<p>Telephone: [redacted] Mobile: [redacted] Email: [redacted]</p>
<p>13.</p>	<p>Security</p>	<p>Security over Assets or other security in accordance with Special Condition 2. For the purpose of Special Condition 2 – Security “Assets” includes but is not limited to: [insert details of any project Assets over which the State will take security, for example: [Machine name and model number]</p> <p>For the purpose of Special Condition 2 – Security the proposed security is: [insert details of proposed security, for example: [A first ranking PPSA security interest over the Assets in favour of the State and in a form and on terms wholly satisfactory to the State] [OR A Bank Guarantee] [OR Not applicable]</p>

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<p>14.</p>	<p>Special conditions</p>	<p>Special Condition 1 – Non-Disposal of Assets</p> <p><i>[Note: this special condition 1 should be included in a Funding Agreement unless the Project does not involve the purchase of assets (i.e. equipment) purchased with the ReMIQ funding].</i></p> <p>1.1 The Recipient must, during the Term and for a period of 48 months following the End Date:</p> <ul style="list-style-type: none"> (a) not Dispose of the Assets; (b) not relocate the Assets outside of Queensland; (c) excluding any Security over Assets or other security to be taken by the State in accordance with this Agreement, not agree to or do anything to create or allow the creation of a Security Interest in the Assets; (d) not decommission the Assets; (e) use the Assets for the purposes of and in the manner contemplated for the Project; (f) maintain the Assets in good working order; (g) maintain all appropriate insurances in respect of the Assets; and (h) maintain a register of all Assets setting out the date of purchase and the purchase price and Asset description (Register), unless otherwise approved by the State in writing. <p>1.2 Upon request by the State, the Recipient must provide a copy of the Register to the State.</p> <p>1.3 For the purposes of this Special Condition: ‘Dispose’ means sell, convey, transfer, assign, lease or otherwise part with possession of the Asset; ‘Security Interest’ means a mortgage, charge (fixed or floating), lien, Personal Property Securities Act security interest, or other encumbrance over the Assets securing the repayment of a loan, credit contract, credit facility or other financial commitment.</p> <p>1.4 This Special Condition 1 survives termination or expiration of this Agreement.</p> <p>Special Condition 2 – Security</p> <p><i>[Note: this special condition 2 should be included in a Funding Agreement unless the Project does not involve the purchase of assets (i.e. equipment) purchased with the ReMIQ funding].</i></p> <p>2.1 Security over Assets</p> <ul style="list-style-type: none"> a) This Special Condition 2.1 applies if the Reference Schedule specifies that Security includes security over Assets. b) The Recipient charges the Assets to the State as security for: <ul style="list-style-type: none"> i. the due performance of Recipient’s obligations under this Agreement; and ii. repayment of Funding as required by this Agreement. c) The Recipient acknowledges that the Funding provided by the State is for the acquisition of the Assets described in Schedule 1 in order to facilitate the Recipient undertaking the Project. <p>2.2 No postponement of attachment</p> <ul style="list-style-type: none"> a) Nothing in this Agreement causes a security granted under Special Condition 2.1 or arising from transactions between the parties, to attach later than the time specified in section 19(2) of the PPSA. <p>2.3 Registration</p> <ul style="list-style-type: none"> a) The Recipient must promptly cause this Agreement to be registered or recorded in any places the State reasonably requires and in each place
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where failure to do so would render this Agreement or the security interest or charge created by it void or void as against a liquidator or judgment creditor.

- b) Despite paragraph (a), the State may elect to effect any registration of this Agreement or the security interests conferred by it itself.

2.4 Further steps

- a) The Recipient must do everything (including executing agreements and documents) necessary or reasonably required by the State or follow any reasonable directions by the State, to give full effect to the Security granted under Special Condition 2.1.

2.5 Recourse

- a) The State may have recourse to Security granted under Special Condition 2.1 without notice to the Recipient, to recover any amounts actually or contingently owing by the Recipient to the State in respect of this Agreement.
- b) If the State is entitled to enforce its rights under the security over Assets granted under Special Condition 2.1, then without limiting the State's other rights, the Recipient must:
- i. on demand, transfer to the State full legal and equitable title in Assets in discharge of its obligations to the State under Special Condition 2.1; and
 - ii. consent to any court order necessary or desirable to facilitate the transfer referred to in subparagraph (b) (i).
- c) To avoid doubt, the State:
- i. may exercise its rights under this Special Condition 2.5 even if the State has not served a notice of breach pursuant to clause 14.1 (a)(ii) of this Agreement on the Recipient and even if a notice of dispute has been given by the Recipient under clause 17.2 of this Agreement.

2.6 Release

The State must release any Security granted under Special Condition 2.1:

- a) if this Agreement is terminated under clause 14 or clause 20.14, within 20 Business Days of termination:
- i. provided that at the time of the termination taking effect the Recipient has no outstanding liabilities under this Agreement; and
 - ii. in accordance with clause 14.2 (c);
- b) within 20 Business Days of the End Date upon request by the Recipient if the Recipient:
- i. has satisfied all Deliverables by its respective Deliverable Date to the satisfaction of the State; and
 - ii. is not in default of its obligations under this Agreement.

2.7 Apart from the costs to register the asset on the personal property securities registrar, everything the Recipient is required to do under this Special Condition 2 is at the Recipient's expense.


2.8 Neither the State nor the Recipient will disclose information of the kind mentioned in section 275(1) of the PPSA and the Recipient will not authorise, and will ensure that no other party authorises, the disclosure of such information. This Special Condition 2 does not prevent disclosure where such disclosure is required under section 275 of the PPSA because of the operation of sections 275(7)(b), (d) and (e) of the PPSA.

2.9 Survival

This Special Condition 2 survives termination of this Agreement.

Special Condition 3 – Project Plan

3.1 Within 10 days of the Start Date, and prior to sending the State an invoice for the Initial Payment, the Recipient must prepare and submit to the State a project plan for the Project that satisfies (in the State's reasonable opinion) the requirements of special condition 3.2.

		<p>3.2 The project plan (Project Plan) must set out how the Recipient proposes to complete the Project, including:</p> <ul style="list-style-type: none"> (a) a breakdown of each element or stage required for completion of the Deliverables; (b) an outline (or a GANTT chart) identifying the timeframes for the conduct of the Project (and each Deliverable); and (c) the Recipient's proposed approach to conducting each element and stage required for completion of the Deliverables and Completion of the Project. <p>3.3 If the State is not satisfied with any aspect of the Project Plan:</p> <ul style="list-style-type: none"> (a) the State must notify the Recipient that it is not satisfied and request that the Recipient amend and resubmit the plan and any further information required within a reasonable time period notified by the State; (b) the Recipient must amend the Project Plan and provide such further information in the Project Plan within the reasonable time period, as notified by the State. <p>The State and the Recipient must repeat this process until the State is satisfied with the Project Plan.</p> <p>3.4 The State must notify the Recipient in writing if it is satisfied with a Project Plan submitted in accordance with this Special Condition 3.</p> <p>3.5 The Recipient:</p> <ul style="list-style-type: none"> (a) must conduct the Project in accordance with the Project Plan; (b) must demonstrate and provide evidence of the Recipient's progress in achieving the objectives and outcomes set out in the Project Plan in accordance with the time periods set out in the Project Plan in each Progress Report it submits to the State in accordance with this Agreement; (c) may only submit a Payment Claim if the State has notified the Recipient that it is satisfied with a submitted Project Plan. <p>3.6 If the State forms the reasonable opinion that the Recipient is not carrying out the Project in accordance with the Project Plan, the State may, without prejudicing any of its other rights:</p> <ul style="list-style-type: none"> (a) refuse a Payment Claim; (b) suspend the making of any Funding Contributions the subject of existing Payment Claims; (c) terminate this Agreement in accordance with clause 14. <p>3.7 The Recipient may, at any time during the Term, submit to the State a request to amend a Project Plan. Special conditions 3.4 and 3.5 will apply to the review of an amended Project Plan as if the amendments requested were a new Project Plan. Any amendment to the Project Plan is at the absolute discretion of the State.</p> <p>Special Condition 4 – Insert any others if relevant otherwise delete</p>
15.	Trust	[If applicable, insert the name of the trust. If not applicable, insert "Not applicable"]
16.	Nominated bank account	<p>Account Name: [the department will enter this from your grant offer form]</p> <p>BSB: [the department will enter this from your grant offer form]</p> <p>Account Number: [the department will enter this from your grant offer form]</p>
17.	Restricted Logo	 <p>Queensland Government</p>

Funding Agreement dated same as the Start Date

Parties State of Queensland through the Department of Regional Development, Manufacturing and Water ABN 51 242 471 577 (**the State**)

The person described in Item 1 of the Reference Schedule (**Recipient**)

1 Interpretation

1.1 In this Agreement, unless the contrary intention appears:

'Actual Deliverable Eligible Project Cost' means, in relation to a Deliverable, the actual Eligible Project Costs in relation to the achievement of that Deliverable;

'Agreement' or ReMIQ Funding Agreement means this document including the schedules attached to it;

'Application Form' means the application form for the ReMade in Queensland Program submitted by the Recipient in respect of the Project and clarifications provided by the Recipient during the project assessment as referred to in Item 3 of the Reference Schedule;

'Assets' means the items of plant or equipment, including software systems and associated hardware specified in Schedule 1 under the "Deliverable" column;

'Bank Guarantee' means an irrevocable and unconditional bank guarantee acceptable to the State and issued by a financial institution acceptable to the State for an amount equal to the Total Maximum Funding Contribution (exclusive of GST);

'Books of Account' means any account, register or financial statement prepared by or for the Recipient and includes the source document used to prepare the account, register or financial statement;

'Business Day' means a day that is not a Saturday, Sunday or gazetted public holiday in Brisbane in the State of Queensland;

'Change in Control' of an entity occurs if a person who did not previously do so acquires or holds, directly or indirectly:

securities conferring 50% or more of the voting or economic interests in the entity;

the power to control the appointment or dismissal of the majority of the entity's directors; or

the capacity to control the financial or operating policies or management of the entity or otherwise to control the entity as set out in section 50AA of the *Corporations Act 2001* (Cth).

'Completion' means the stage when the Project has been completed in accordance with this Agreement;

'Completion Report' means the report to be prepared by the Recipient:

in the format (and containing the content) specified in Schedule 4 (or such other format or content reasonably notified by the State);

containing at least the minimum content requirements for a Completion Report set out in Schedule 2; and

submitted to the State in accordance with clause 3.1(k);

'Deliverable' means a deliverable set out in Schedule 1;

'Deliverable Date' means the date specified in Schedule 1 in relation to the Deliverable;

'Deliverable Instalment' means, for each Deliverable, the instalments set out for that Deliverable in Schedule 1 under the heading "Deliverable Instalment Number";

'Deliverable Instalment Amount' means, for each Deliverable Instalment, the amount set out for that Deliverable Instalment in Schedule 1;

'Deliverable Instalment Requirements' means, for each Deliverable, the requirements specified for a Deliverable Instalment in Schedule 1;

'Deliverable Number' means, for each Deliverable, the number of that Deliverable in Schedule 1;

'Deliverable Provider' means, for each Deliverable, the person named in the "Deliverable Provider" column in Schedule 1, who will be engaged by the Recipient to provide the goods or services that comprise the Deliverable;

'Electronic Signature' is a signature that meets the requirements of section 14 of the *Electronic Transactions Act 2001* (Qld);

'Eligible Project Costs' means those costs and expenses reasonably incurred and paid by the Recipient in connection with the Project as set out in the "Estimated Deliverable Eligible Project Cost" column Schedule 1, but excluding any Ineligible Project Costs;

'End Date' means the date specified in Item 6 of the Reference Schedule;

'Estimated Deliverable Eligible Project Cost' means the estimated Eligible Project Costs for each Deliverable, as specified for each Deliverable in the "Estimated Deliverable Eligible Project Cost" column in Schedule 1;

'Estimated Deliverable Ineligible Project Cost' means the estimated Ineligible Project Costs for each Deliverable, as specified for each Deliverable in the "Estimated Deliverable Ineligible Project Cost" column in Schedule 1;

'Estimated Total Deliverable Project Cost' means the aggregate of estimated Eligible Project Costs and Ineligible Project Costs for each Deliverable, as specified for each Deliverable in the "Estimated Total Deliverable Project Cost" column in Schedule 1;

'Final Instalment' means the last Deliverable Instalment for the final Deliverable to be completed by the Recipient;

'Force Majeure' means any occurrence or non-occurrence of an event as a direct or indirect result of which a party is prevented from or delayed in performing any of its obligations (other than a payment obligation) under this Agreement and that is beyond the reasonable control of that party, including, but not limited to, forces of nature, industrial action, act of war or embargo;

'Funding' means the funding provided by the State to the Recipient under this Agreement and includes the Initial Payment and any Funding Contributions;

'Funding Contribution' means an amount paid to the Recipient in relation to a Deliverable under this Agreement, including the Retention Amounts;

'GST' means any tax imposed by or through the GST Legislation;

'GST Amount' means the amount of GST that may be payable in respect of any taxable supply under this Agreement, calculated at the rate of GST applicable at the time of the taxable supply;

'GST Legislation' means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any related tax imposition Act (whether imposing tax as a duty of customs excise or otherwise) and includes any legislation which is enacted to validate, recapture or recoup the tax imposed by any of such Acts;

'Ineligible Project Costs' means the costs identified as being 'Ineligible Project Costs' in the Program Guidelines, including (but not limited to) costs:

set out in the "Estimated Deliverable Ineligible Project Cost" column in Schedule 1;

Eligible Project Costs which have been incurred, whether paid or not, (either in full or in part) by the Recipient prior to the Start Date; and

not otherwise included in the "Estimated Deliverable Eligible Project Cost" column Schedule 1

'Initial Instalment' means an instalment specified as being an initial instalment in Schedule 1.

'Initial Payment' means the aggregate of the Deliverable Instalments Amounts for each Initial Instalment;

'Intellectual Property' includes all copyrights, patent, trademarks, designs, semiconductor or circuit layout rights, confidentiality rights and other proprietary rights recognised by the World Intellectual Property Organisation, whether registrable or not, whether created before, on or after the Start Date;

'ReMade in Queensland Round 1' means grants provided by the State under the first round of the ReMade in Queensland (ReMIQ) Program which is administered by the Department of Regional Development, Manufacturing and Water and opened on 19 February 2024;

'Maximum Deliverable Funding Contribution' means, for a Deliverable, the amount specified in the "Maximum Deliverable Funding Contribution" column at Schedule 1 in relation to the Deliverable;

'Outcomes and Objectives' means the outcomes and objectives specified in item 10 of the Reference Schedule;

'Payment Claim' means a claim for payment of a Funding Contribution;

'Post Completion Report' means the report to be prepared by the Recipient:

in the format and containing the details specified in Schedule 5 (or in such other format and containing such other details as reasonably notified by the State from time to time);

containing at least the minimum content requirements for a Post Completion Report set out in Schedule 2; and

submitted to the State in accordance with clause 3.1(i);

'PPSA' means the *Personal Property Securities Act 2009* (Cth).

'Program Guidelines' means the document published by the Department of Regional Development, Manufacturing and Water titled 'Applicant Guidelines ReMade in Queensland Round 1' released on 12 January 2024', as may be amended from time to time;

'Progress Report' means the report or reports to be prepared by the Recipient:

in the format and containing the details specified in Schedule 3 (or in such other format and containing such other details as reasonably notified by the State from time to time);

containing at least the minimum content requirements for a Progress Report set out in Schedule 2; and

submitted to the State as required under clause 3.1(j);

'Project' means the goods or services described in Item 4 of the Reference Schedule to be part-funded by the Funding;

'Project Intellectual Property' means Intellectual Property created or developed in the course of, or as a result of the Project;

'Project Site' means the site specified in item 5 of the Reference Schedule;

'Reference Schedule' means the schedule containing project particulars at the beginning of this Agreement;

'Retention Amount' has the meaning given in clause 8.1;

'Retention Percentage' means the amount, expressed as a percentage of the Funding Contribution, set out in Item 9 of the Reference Schedule;

'Special Conditions' means the Special Conditions, if any, described in Item 14 of the Reference Schedule;

'Start Date' means the date this Agreement is signed by the last party to sign this Agreement ;

'State Government' includes the Queensland Government, any of its departments or divisions, Ministers, government-owned corporations, any agent or representative of the State of Queensland, or a corporation or body constituted for a public purpose of the State of Queensland;

'Tax Invoice' has the meaning given to that term in the GST Legislation;

'Term' has the meaning given in clause 2;

'Total Maximum Funding Contribution' means the maximum amount of the funds approved by the State for the Project as specified in Item 7 of the Reference Schedule, being the total of all Maximum Deliverable Funding Contributions; and

'Total Project Cost' means the amount specified in Item 8 of the Reference Schedule, or such other amount approved in writing by the State.

1.2 In this Agreement:

- (a) a reference to an individual or person includes a corporation or other legal entity;
- (b) a reference to 'the State' or 'the Recipient' respectively includes the State's and the Recipient's officers, employees, contractors or agents;
- (c) words importing a gender include any other gender;
- (d) words in the singular include the plural and vice versa;
- (e) headings have been inserted for ease of reference only and are not intended to affect the meaning of this Agreement;
- (f) in the case of any inconsistency between a Schedule (except the Special Conditions) and this Agreement, the precedence will be in the order of Special Conditions, Agreement and Schedules to the extent of any inconsistency;
- (g) defined terms include other parts of speech and grammatical forms of the defined word or phrase;
- (h) a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- (i) an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;
- (j) the meaning of general words is not limited by specific examples introduced by "includes" or "including" or similar expressions;

- (k) no rule of construction of documents shall apply to the disadvantage of a party, on the basis that the party put forward this document or any relevant part of it;
- (l) \$ or dollars is a reference to Australian currency; and
- (m) the terms attach and security interest have the meanings given to them in the PPSA.

2. Term

2.1 This Agreement starts on the Start Date and ends on the End Date unless terminated earlier in accordance with clause 14.

3. The Recipient's Obligations

3.1 The Recipient must:

- (a) achieve each Deliverable by its respective Deliverable Date to the satisfaction of the State;
- (b) achieve the Outcomes and Objectives by the due date for the Post Completion Report to the satisfaction of the State;
- (c) expend an amount at least equal to the Total Project Cost on the delivery of the Project during the Term;
- (d) comply with the Special Conditions to the satisfaction of the State;
- (e) exercise due care and skill in carrying out the Project;
- (f) only claim for the reimbursement of Eligible Project Costs and use the Funding for the purpose of obtaining or achieving the Deliverables and for no other purpose;
- (g) operate commercially in the State of Queensland throughout the Term;
- (h) have an Australian Business Number;
- (i) effect and maintain the insurances specified in Item 11 of the Reference Schedule covering all contractors, sub-contractors, employees, licensees and invitees of the Recipient in respect of the Project and produce evidence that such insurances have been effected and maintained to the State at the time of making the Payment Claim for the Initial Payment and subsequently upon request by the State. Noting that transit insurance is required for the necessary period of transit, not the whole contract period;
- (j) submit to the State the Progress Report(s):
 - (i) with each Payment Claim; and
 - (ii) within 5 Business Days following a request by the State;in the format set out in Schedule 3 signed by the Recipient's chief executive officer (or equivalent);
- (k) submit to the State the Completion Report with the Recipient's final Payment Claim, in accordance with Schedule 2 and in the format set out in Schedule 4;
- (l) submit to the State the Post Completion Report 12 months after the final Deliverable Date in the format set out in Schedule 5;

- (m) provide to the State reporting and information (additional to the Progress Reports) in respect of the Project and the Recipient's compliance with this Agreement, as reasonably requested by the State;
- (n) own or have lawful access to Intellectual Property for the product and/or service that the Recipient is undertaking as part of the Project and make it available for the Project;
- (o) keep proper and adequate Books of Account in relation to the Funding and the Project;
- (p) record all expenditure relating directly or indirectly to, the Project, separate from all other income and expenditure of the Recipient;
- (q) if required by the State, at the end of the Project and at the expense of the Recipient, have its Books of Account audited in relation to the Funding and the Project (including expenditure on Ineligible Project Costs) and provide a copy of the audited accounts to the State by the End Date;
- (r) if requested by the State, arrange for an authorised representative of the Recipient to attend an interview with the State to discuss the outcomes of the Project;
- (s) upon 3 Business Days' notice, permit and provide persons (**Auditors**) nominated by the State access at all reasonable times to the Recipient's premises, books, records, documents, computer systems, equipment and other property to verify compliance by the Recipient with its obligations under this Agreement;
- (t) if the Recipient is required to permit and provide access to Auditors in accordance with paragraph (s), permit the Auditors to make copies of books, records, documents and other materials, and provide the Auditors with the necessary facilities to enable them to do so;
- (u) if applicable, promptly notify and obtain the State's prior written consent to any proposed replacement of the Deliverable Provider for each Deliverable; and
- (v) immediately notify the State in writing when it becomes aware of any of the following:
 - (i) any actual or proposed material change which affects, or may affect, the Recipient (including, but not limited to, any actual or proposed Change in Control of the Recipient or any change in key personnel of the Recipient);
 - (ii) the occurrence or likely occurrence of any delay or failure to meet a Deliverable; and
 - (iii) any matters that relate to, or may be expected to, adversely affect the Recipient (including, but not limited to, its financial position and reputation, or reputation and standing of its key personnel) or the Project.
- (w) Upon Completion, if a site visit is requested by the State, facilitate and provide access to the Project Site by the State's representatives to sight the operation of the Assets.

3.2 The Recipient's notification under clause 3.1(v) does not limit the State's rights under this Agreement or at law.

3.3 The Recipient warrants and acknowledges that:

- (a) all information contained in the Application Form or that the Recipient otherwise provides in support of this Agreement is true, accurate and complete;

- (b) all ancillary material provided by the Recipient at any time under or in connection with the Application Form or this Agreement is true, accurate and complete;
- (c) the Recipient engages the Deliverable Provider (if any) and undertakes the Project entirely at the Recipient's own risk;
- (d) the State has not made any representations or warranties in connection with any Deliverable Providers, the Project or the Project's outcomes and any representations or warranties that would otherwise be implied are excluded; and
- (e) no conflict of interest exists or is likely to arise in relation to its receipt of the Funding or the performance of its obligations under this Agreement and if during the Term a conflict of interest arises, the Recipient will notify the State immediately in writing of that conflict of interest and will take all reasonable steps required by the State to remove such conflict of interest.

4. Initial Payment

- 4.1 The Recipient may make a claim for the Initial Payment within 30 days of the Start Date.
- 4.2 The State will pay the Initial Payment to the Recipient within 30 days of receipt of a valid Tax Invoice from the Recipient for the Initial Payment.
- 4.3 The Recipient must expend the Initial Payment towards the progress of the Project on Eligible Project Costs.
- 4.4 If at the end of the Term the Recipient has failed, in the State's reasonable opinion, to comply with clause 4.3, the State may at any time require the Recipient to repay the Initial Payment provided to the Recipient under this Agreement. The Recipient agrees that such sum will be a debt due and recoverable by the State.

5. Provision of Funding Contributions

- 5.1 Subject to the terms of this Agreement, the State will pay a Funding Contribution to the Recipient in relation to each Deliverable, in the Deliverable Instalment Amounts specified for each Deliverable.
- 5.2 Subject to clause 6, 7 and 8, the State will pay the relevant Funding Contribution to the Recipient to its nominated bank account listed in the Reference Schedule within 30 days of the Recipient discharging the Deliverable Instalment Requirements to the State's satisfaction.
- 5.3 The Recipient acknowledges that:
 - (a) subject to clause 5.1, the Recipient is responsible for payment of all costs and expenses associated with the Project; and
 - (b) there is no obligation on the State to provide any additional or future financial assistance in respect of the Project unless the State, in its sole discretion, determines otherwise.
- 5.4 The Project and the Deliverables (including the Deliverable Provider) may only be varied with the prior written approval of the State, which may be given subject to conditions, including a variation to the amount of the Funding.

6. Payment Claims

- 6.1 The Recipient:
 - (a) must make a Payment Claim to the State for a Deliverable Instalment Amount in accordance with Schedule 1; or

- (b) make a Payment Claim for a Deliverable Instalment Amount when the Recipient claims a subsequent Deliverable Amount; or
- (c) make a Payment Claim for a Deliverable Instalment Amount at Completion of the Project.

6.2 A Payment Claim:

- (a) must include the information and material specified in Schedule 2; and
- (b) other than in respect of the Payment Claim for the Final Instalment, may be made at any time after the Recipient has satisfied the Deliverable Instalment Requirements.

6.3 In respect of the Payment Claim for the Final Instalment, the Payment Claim:

- (a) must not be made unless the Project has reached Completion;
- (b) must incorporate into the Completion Report evidence that the Recipient, to the State's satisfaction:
 - (i) has achieved Completion of the Project; and
 - (ii) has met the Outcomes and Objectives for the Project that are capable of being achieved upon Completion; and
 - (iii) has made reasonable progress towards the Recipient's achievement of the Outcomes and Objectives by the due date for the Post Completion Report, in respect of the Project as a whole;
- (c) must make the Payment Claim for payment of the Final Instalment within 20 Business Days of Completion.

6.4 At the time of submitting the Payment Claim for the Final Instalment in respect of a Deliverable:

- (a) If the Actual Deliverable Eligible Project Costs are less than the Estimated Deliverable Eligible Project Cost which results in the Recipient receiving less of the Funding Contribution for this Deliverable (**Actual Funding Contribution**), subject to the approval of the State at its sole discretion, the Recipient may accrue the difference between the Funding Contribution and the Actual Funding Contribution in respect of this Deliverable as a credit (**Underspend Credit**).
- (b) The Underspend Credit can be used to offset an overspend of another Deliverable where the Actual Deliverable Eligible Project Costs are more than the Estimated Deliverable Eligible Project Cost for that Deliverable (**Overspend**) provided that:
 - (i) the amount of the Underspend Credit applied to the Overspend is no more than 50% of the Overspend; and
 - (ii) the Total Maximum Funding Contribution remains unchanged.

6.5 The State may, at any time after receiving a Payment Claim, request the Recipient to provide to the State any additional information required by the State prior to processing the Payment Claim. The Recipient must comply with any request under this clause within 5 Business Days of the State's request.

6.6 The Recipient must not make a Payment Claim for reimbursement of any Ineligible Project Costs.

- 6.7 For the avoidance of doubt, the State will only provide a Funding Contribution in respect of a Payment Claim where the Payment Claim is for reimbursement of Eligible Project Costs incurred and paid.

7. Refusing or Withholding Payment of Funding Contributions

7.1 If the Recipient:

- (a) fails to obtain or achieve a Deliverable by the relevant Deliverable Date; or
- (b) is otherwise in breach of this Agreement,

the State may, without prejudicing any of its other rights:

- (c) refuse a Payment Claim;
- (d) withhold payment of a Payment Claim until the Recipient is no longer in breach of this Agreement or the State has waived the Recipient's breach in writing; or
- (e) terminate this Agreement in accordance with clause 14.

8. Retention Payment

8.1 If a Retention Percentage is specified in Item 9 of the Reference Schedule, and subject to clause 8.2, the State will withhold from a Deliverable Instalment Amount payable for the last Deliverable Instalment for each Deliverable an amount equal to the Retention Percentage of the aggregate of all Deliverable Instalment Amounts paid or payable for the Deliverable, until the State receives the Post Completion Report, in accordance with clause 8.4 (Retention Amount).

8.2 If the State forms the view that the last Deliverable Instalment Amount for a Deliverable is likely to be less than the Retention Amount for a Deliverable, the State may withhold part of the Deliverable Instalment Amount payable immediately preceding the last Deliverable Instalment Amount for the Deliverable.

8.3 The Recipient must deduct the Retention Amount payable for a Deliverable from the Tax Invoice it submits for the last Deliverable Instalment Amount for the Deliverable.

8.4 If the State is satisfied that the Recipient has:

- (a) submitted a Post Completion Report;
- (b) obtained or achieved all of the Deliverables;
- (c) achieved the Outcomes and Objectives;
- (d) expended an amount at least equal to the Total Project Cost on the delivery of the Project during the Term; and
- (e) otherwise satisfied its obligations under this Agreement,

the State will pay the Retention Amount to the Recipient within 30 Business Days of the later

of:

- (a) receipt of the Post Completion Report and a Tax Invoice for the Retention Amount; and
- (b) the State satisfying itself of the matters set out in clauses 8.4(a) - 8.4(e).

9. Confidentiality and Announcements

- 9.1 Where information is provided by one party which, in the opinion of that party, is confidential and communicated as such to the other party, the other party must take all reasonable steps to ensure that the information is not disclosed or communicated or used by persons other than those officers, employees or agents of the other party who need to know the information for purposes related to the Project.
- 9.2 The obligations in clause 9.1 are not applicable where a party expressly authorises the other party to reveal to any person the confidential operations, dealings, or affairs of the other or where a party is required to reveal such information by law.
- 9.3 Subject to clauses 9.4 and 9.6, the Recipient must not make any public media statement in relation to this Agreement, the Funding provided under this Agreement or the Project without the prior written consent of the State.
- 9.4 The Recipient must acknowledge the provision of the Funding in all promotional material and publications relating to the Project and provide a draft of the proposed public media statement to the State prior to publication for the State's approval.
- 9.5 The Recipient must use the State's restricted logo (the Restricted Logo, as identified in the Reference Schedule) in all its promotional and presentation material forming part of, or in conjunction with, the acknowledgement. The State grants the Recipient a non-exclusive, royalty-free licence to use the Restricted Logo during the Term solely for the purpose of promoting the Recipient's association with the State for the purposes of the Project.
- 9.6 The Recipient must provide the State with:
- (a) at least 25 Business Days' notice of any proposed public media event;
 - (b) any proposed public media statement for approval at least 20 Business Days prior to its release and make any changes or amendments to the form, content or manner reasonably requested by the State.
- 9.7 The Recipient acknowledges and agrees that the State may publicly disclose:
- (a) the Recipient's name and address;
 - (b) details of the Funding;
 - (c) general details of the Project; and
 - (d) any information required to be disclosed:
 - (i) to comply with or meet applicable standards for accountability of public money;
 - (ii) to the State Government; or
 - (iii) in accordance with established governmental policies, procedures or protocols.

10. Release and Indemnity

- 10.1 In this clause 'Claim' includes any claim, cause of action, proceeding, demand, liability, loss, costs and expenses (including legal fees, costs and disbursements on a solicitor and own client basis) of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, direct or consequential, whether at law, in equity, under statute or otherwise.
- 10.2 The Recipient releases (to the full extent permitted by law) and indemnifies the State from and against any Claim which may be brought against or made upon the State arising directly or

indirectly as a result of:

- (a) any breach of this Agreement by the Recipient;
- (b) any negligent or unlawful act or omission by the Recipient in connection with the Project;
- (c) the Recipient's use of any of the Intellectual Property in the course of or arising from the Project or a Claim by a third party against the State for infringement (or alleged infringement) of that third party's Intellectual Property; or
- (d) any Claim brought against or made upon or incurred by the Recipient in carrying out the Project,

except to the extent that any breach of this Agreement or negligent or unlawful act or omission by the State caused the Claim.

11. Limit on Liability

- 11.1 The State's liability under this Agreement is limited to the amount of the Total Maximum Funding Contribution.
- 11.2 To the extent permitted by law, the State and its officers, employees, agents, contractors or suppliers are not liable for any Consequential Damages even if the State, its officers, employees, agents, contractors or suppliers are aware of the possibility of those Consequential Damages.
- 11.3 For the purposes of this clause, "Consequential Damages" means special, incidental, indirect, exemplary, punitive or consequential damages, loss of revenue, loss of profits, loss of production, loss of data, loss of goodwill or credit, loss of reputation or future reputation or publicity, loss of use, loss of interest, damage to credit rating, loss or denial of opportunity, loss of anticipated savings, or increased or wasted overhead costs; or which relates to additional expenses incurred or rendered futile; or which is not a natural or immediate consequence of the cause of action; or which is suffered as a result of a claim by a third party, whether in contract, tort, statute or otherwise.

12. Delay

- 12.1 Without limiting the State's rights, if for any reason the Recipient believes that the Recipient will not be able to achieve a Deliverable by the corresponding Deliverable Date, the Recipient must notify the State in writing of the cause and nature of the delay and detail the steps the Recipient will take to address the delay.

13. Project Variation

- 13.1 The Recipient acknowledges that a variation to the Project may impact on the level of Funding, especially if the Project's scope is reduced and the Total Project Costs are less than the amount provided in the Reference Schedule. Any variation to the Project (including the Deliverable Provider) must be made in accordance with clause 20.15.

14. Termination

- 14.1 The State may immediately terminate this Agreement by notice in writing if:
 - (a) the Recipient breaches a clause in this Agreement and:
 - (i) the breach is not capable of being cured; or
 - (ii) the breach is capable of being cured and the Recipient fails to remedy the breach within 14 days after the Recipient is given a notice to remedy from the State specifying the breach;

- (b) the Recipient:
 - (i) enters into any arrangement or composition with the Recipient's creditors generally, or has a controller, receiver, receiver and manager or administrator appointed;
 - (ii) goes into liquidation or passes a resolution to go into liquidation, otherwise than for the purposes of reconstruction;
 - (iii) has execution levied on any of the Recipient's assets and the execution is not satisfied within 28 days; or
 - (iv) is otherwise (in the State's reasonable opinion) unable to pay the Recipient's debts when they fall due.

14.2 If the State terminates this Agreement under clause 14.1:

- (a) it may, in the notice of termination, require the Recipient to immediately repay all or part of the Funding and such sum will be a debt due and recoverable by the State;
- (b) it will have no liability to pay any further sums due under this Agreement to the Recipient;
- (c) (after exercising its rights of recourse, if any, under the Security) must release the Security; and
- (d) such termination will be without prejudice to any other rights the State may have against the Recipient.

14.3 The Recipient may terminate this Agreement by notice in writing to the State at any time before the Initial Payment has been paid or is payable on or before the termination. If this Agreement is terminated under this clause 14.3, the State is not required to pay any Funding Contribution to the Recipient.

14.4 The State may, at any time, by reasonable notice, terminate this Agreement without giving a reason. If the State terminates this Agreement pursuant to this clause 14.4:

- (a) it will have no liability to pay any further sums under this Agreement to the Recipient other than those parts of the Funding that were due and payable at the date of termination; and
- (b) such termination will be without prejudice to any other rights the State may have against the Recipient.

15. Intellectual Property

- 15.1 The parties agree that the Project Intellectual Property is owned by the Recipient.
- 15.2 The Recipient irrevocably grants a licence to the State for the right to use reproduce and adapt the Project Intellectual Property for its own non-commercial purposes.
- 15.3 If the Project Intellectual Property contains or makes use of material which is subject to pre-existing Intellectual Property of a third party, the Recipient must procure the relevant third party to grant to the State a non-exclusive, non-transferable, irrevocable, paid up licence to use, reproduce and adapt the material and any future development of the material for its own non-commercial purposes.

16. Survival of Clauses

- 16.1 The following clauses will survive termination or expiration of this Agreement:
 - (a) clauses 3.1(j),3.1(k), 3.1(l) (submission of Progress Report, Completion Report and

- Post Completion Report);
- (b) clause 3.1(o) and (p) (record keeping);
 - (c) clause 3.1(q) (provision of accounts);
 - (d) clause 3.1(r) (outcomes interview);
 - (e) clause 9 (Confidentiality and Announcements);
 - (f) clause 10 (Release and Indemnity);
 - (g) clause 11 (Limit on Liability);
 - (h) clause 15 (Intellectual Property); and
 - (i) any Special Conditions.

17. Agreement Management and Dispute Resolution

- 17.1 The parties nominate the persons specified in Item 12 of the Reference Schedule to be the contact officers for the day to day management of this Agreement. Either party may change the contact officer by written notice to the other party.
- 17.2 For the purposes of this clause a dispute will have arisen when either party gives notice to that effect to the other ("**Dispute**").
- 17.3 The parties agree to seek to settle any Dispute by negotiation, mediation or conciliation in accordance with this clause 17, before referring the dispute to arbitration, or commencing court proceedings relating to the Dispute.
- 17.4 If the parties fail to settle the Dispute within 10 Business Days of receipt of the notice referred to in clause 17.2 the Dispute will be referred to mediation by either party.
- 17.5 If the parties fail to agree on the appointment of a mediator or terms of mediation within 5 Business Days after their failure to resolve the Dispute then either party may refer the question of the appointment of a mediator and terms of mediation to the Australian Disputes Centre (Queensland). The costs of mediation shall be borne equally between the parties.
- 17.6 Clauses 17.2 to 17.5 do not apply if either party commences legal proceedings for urgent interlocutory relief or if an authority of the Commonwealth, a State or a Territory is investigating a breach or suspected breach of the law by the Recipient.

18. Goods and Services Tax (GST)

- 18.1 The Funding payable under this Agreement is exclusive of GST.
- 18.2 The Recipient warrants that it is registered for GST as at the Start Date. The Recipient must immediately notify the State if it ceases to be registered for GST.
- 18.3 If the Funding is consideration for a taxable supply under the GST Legislation the State will pay to the Recipient the GST Amount in addition to the Funding, subject to the Recipient first submitting to the State a valid Tax Invoice in respect of the supply.
- 18.4 If, for any reason, there is, including without limitation:
- (a) any amendment to the GST Legislation;
 - (b) a ruling or advice issued by the Commissioner of Taxation;
 - (c) a refund to the State or to the Recipient in respect of a supply made under this Agreement; or

(d) a decision of any tribunal or court,

and the amount of GST paid by the State differs from the amount of GST paid or payable by the Recipient to the Commissioner of Taxation, then the Recipient must issue an appropriate GST adjustment note and any difference must be paid by or to the State as the case may be.

18.5 The parties agree to exchange such information as is necessary to enable each party to accurately assess its rights and obligations under this clause.

19. Notices

19.1 Any notice or other communication to be given under this Agreement must be in writing and may be delivered by hand, or sent by pre-paid post, facsimile or e-mail transmission to the respective addresses set out in Item 12 of the Reference Schedule or any substitute address a party may notify to the other for the purposes of this clause.

19.2 Notices will be deemed to have been given:

- (a) if mailed – 5 Business Days after posting;
- (b) if delivered – on the date of delivery;
- (c) if emailed – on the date of the email, unless an undeliverable report is received,

except that a notice that is delivered or emailed after 5:00pm on any day, will be deemed to be received on the next Business Day.

20. General Provisions

20.1 (Entire Agreement) The terms of agreement between the parties are those set out in this Agreement, and no written or oral agreement, arrangement or understanding made or entered into prior to the Start Date will in any way be read or incorporated into this Agreement.

20.2 (Counterparts) This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument. This Agreement, or any other document required to be executed under this Agreement, may be entered into and will become binding on the parties named in this Agreement (or the other document) upon one party signing a copy (including a scanned copy) that has been signed by the other party and transmitting a copy of this Agreement (or the other document) to the other party or the other party's agent or solicitors.

20.3 (Electronic Signature) If this Agreement is signed by any person using an Electronic Signature, the parties:

- (a) agree to enter into this Agreement in electronic form;
- (b) consent to either or both parties signing the Agreement using an Electronic Signature; and
- (c) agree a counterpart may be electronic and signed using an Electronic Signature.

Each signatory to this Agreement confirms that their signature appearing in the Agreement through use of an Electronic Signature, including any print-out (irrespective of which party printed it), is their personal signature authenticating this Agreement.

20.4 (No assignment or novation) The Recipient may not assign or novate the Agreement or any of the benefits or obligations under the Agreement without the State's prior written consent. A Change in Control of the Recipient is deemed to be an assignment of the Recipient's rights under this Agreement for the purposes of this clause 20.4.

20.5 (Dealings by the State) The State may assign, novate or otherwise deal with its rights and obligations under this Agreement to any State Government agency or authority without the

consent of the Recipient. The Recipient must enter into any agreements or deeds reasonably required by the State to give effect to any such assignment, novation or dealings. The Recipient acknowledges that a department of the State Government (other than the Department of Regional Development, Manufacturing and Water) may administer the MIQ Program from time to time and may be substituted for the Department of Regional Development, Manufacturing and Water for the purposes of this Agreement.

- 20.6 (Subcontracting) Other than engaging the Deliverable Providers to deliver the goods or services comprising the Deliverables, the Recipient may not subcontract any part of the Recipient's obligations under this Agreement without the State's prior written consent.
- 20.7 (Relationship) The parties agree that no employment relationship, agency or partnership exists between the State and the Recipient.
- 20.8 (Severability) The invalidity or unenforceability of any one or more of the provisions of this Agreement will not invalidate or render unenforceable the remaining provisions of the Agreement. Any illegal or invalid provision or part of a provision of this Agreement will be severable and all other provisions will remain in full force and effect.
- 20.9 (Jurisdiction) This Agreement is governed by the law of the State of Queensland and the parties agree to submit to the jurisdiction of the courts of the State of Queensland.
- 20.10 (Waiver) No right under this Agreement will be deemed to be waived except by notice in writing agreed by the waiving party. A failure by a party to enforce at any time any provision of this Agreement will not constitute a waiver of the party's rights in respect of the provision.
- 20.11 (Compliance with laws) The Recipient must comply with all relevant laws, regulations and legal duties that may be applicable to the Project and the Recipient's activities in undertaking the Project.
- 20.12 (Costs) The parties will pay their own costs (including legal costs), expenses and disbursements of and incidental to the preparation, execution of this Agreement. The Recipient is responsible for any duty payable in respect of this Agreement or any payment under it.
- 20.13 (Time) Any act, matter or thing required under this Agreement to be done on a day which is not a Business Day must be done on the next Business Day.
- 20.14 (Force Majeure) If any party is unable by reason of Force Majeure to carry out any of its obligations whether wholly or in part under this Agreement, the party so affected (the Affected Party) will immediately give notice to the other party in writing of the Force Majeure specifying full particulars thereof whereupon its obligations will, to the extent to which they are affected by the Force Majeure, be suspended and the time prescribed under this Agreement for performing its obligations will be suspended, but for no longer period than the continuance of the Force Majeure. The party claiming Force Majeure will use all reasonable diligence to remove or overcome the conditions constituting Force Majeure and minimise the impact as quickly as possible. However, the other party may terminate this Agreement if the Affected Party's performance of its obligations under this Agreement is materially affected by Force Majeure lasting more than 60 days.
- 20.15 (Variation) This Agreement may only be varied by agreement in writing by both parties.

21. Trustee provisions

- 21.1 This clause applies if the Recipient enters into this Agreement in its personal capacity and in its capacity as trustee of a trust and if the trust is specified in Item 15 of the Reference Schedule.
- 21.2 The Recipient in its personal capacity and in its capacity as trustee of the trust specified in Item 15 of the Reference Schedule (**Trust**) warrants that:
- (a) the Trust is validly created and is in existence;
 - (b) the Trust has not been determined, wound up, or ceased to exist and will remain in force during the Term and the Recipient has no knowledge of any event or

circumstance which may give rise to the termination, winding up or cessation of the Trust;

- (c) the Recipient is the sole trustee of the Trust and is not aware of any action to remove it as trustee of the Trust and will not take any action to resign as trustee before the completion of all obligations of the Recipient under this Agreement;
- (d) the Recipient has the power to enter into and observe its obligations under this Agreement in its capacity as trustee of the Trust;
- (e) the Recipient has all authorisations necessary to:
 - (i) enter into this Agreement;
 - (ii) perform its obligations under this Agreement; and
 - (iii) allow those obligations to be enforced against it,(including all authorisations under the trust deed of the Trust);
- (f) the Recipient is not in material default under the trust deed of the Trust;
- (g) the Recipient is entitled to be indemnified out of the property of the Trust in relation to all of the obligations and liabilities incurred by the Recipient under this Agreement and the property of the Trust is sufficient to satisfy that right in full and the Recipient has not released or disposed of its equitable lien over the property of the Trust;
- (h) there is no limitation on the Recipient's right of indemnity against the property of the Trust other than when there has been a breach of trust, breach of duty or fraud on the part of the Recipient; and
- (i) the Recipient is not acting in breach of its duties as trustee of the Trust such that its entry into this Agreement or the performance or carrying out of its obligations would cause the Recipient to not be indemnified out of the property of the Trust.

21.3 The Recipient is liable under this Agreement in its personal capacity and as trustee of the Trust.

21.4 For the purposes of clause 20.4, an assignment is deemed to occur if the trust deed for the Trust is amended so that the Recipient would no longer be able to make any of the warranties in clause 21.2.

Schedule 1 - Deliverables

Deliverable Number	Deliverable	Deliverable Provider	Deliverable Date	Estimated Total Deliverable Project Cost (excl of GST)	Estimated Deliverable Eligible Project Cost (excl of GST)	Estimated Deliverable Ineligible Project Cost (excl of GST)	Maximum Deliverable Funding Contribution (excl of GST)	Deliverable Instalment Number	Deliverable Instalment Requirements	Deliverable Instalment Amount
1.	(a) Supply, installation and commissioning, training and operation of XX as per Quote No. 00001028 dated 8/10/2019 or such quotation as approved by the State, including: (b) installation, commissioning and training for							Instalment 1 (Initial Instalment)	As per clause 4 (Initial Payment)	20% of the Maximum Deliverable Funding Contribution.
								Instalment 2	Provision of: a) a Payment Claim; and b) a copy of: the bill of lading (or equivalent record) evidencing the shipment of the Assets the subject of the Deliverable from the supplier's factory to the Project Site; and a copy of the certificate of currency of the transit insurance for the transportation of the Assets the subject of the Deliverable from the supplier's factory to the Project Site.	The lesser of: a) 40% of the Maximum Deliverable Funding Contribution; and b) 50% of the Actual Deliverable Eligible Project Costs expended by the Recipient, less any Initial Instalment already paid by the State in respect of the Deliverable.
								Instalment 3	Provision of: a) a Payment Claim; and b) evidence (to the State's satisfaction) that the Recipient has completed commissioning of the Assets the subject of the Deliverable at the Project Site.	The lesser of: a) 10% of the Maximum Deliverable Funding Contribution; and b) 50% of the Actual Deliverable Eligible Project Costs expended by the Recipient, less any Funding Contribution already paid by the State in respect of the Deliverable.
								Instalment 4	Provision of: a) a Payment Claim; and b) the Completion Report for the Deliverable, evidencing (to the State's satisfaction): i. completion of the Deliverable (and, where clause 6.3(b) applies, the Project); ii. achievement of the Outcomes and Objectives that are capable of being achieved upon completion of the Deliverable (and, where clause 6.3(b) applies, the Project); and iii. evidence that the Recipient has made reasonable progress	The lesser of: a) the Maximum Deliverable Funding Contribution; and b) 50% of the Actual Deliverable Eligible Project Costs expended by the Recipient, less any Funding Contribution already paid by the State in respect of the Deliverable.

Deliverable Number	Deliverable	Deliverable Provider	Deliverable Date	Estimated Total Deliverable Project Cost (excl of GST)	Estimated Deliverable Eligible Project Cost (excl of GST)	Estimated Deliverable Ineligible Project Cost (excl of GST)	Maximum Deliverable Funding Contribution (excl of GST)	Deliverable Instalment Number	Deliverable Instalment Requirements	Deliverable Instalment Amount
									toward achievement of the Outcomes and Objectives by the due date for the Post Completion Report.	
2.	[Note: this is the drafting if the Deliverable has 3 Instalments. If there are 4 instalments, use the example set out in row 1 above. If there are 2 instalments, use the example in Row 3 below. The unused rows must be deleted]							Instalment 1 (Initial Instalment)	As per clause 4 (Initial Payment)	20% of the Maximum Deliverable Funding Contribution.
								Instalment 2	Provision of: a) a Payment Claim; b) a copy of: i. the bill of lading (or equivalent record) evidencing the shipment of the Assets the subject of the Deliverable from the supplier's factory to the Project Site; and ii. a copy of the certificate of currency of the transportation insurance for the transportation of the Assets the subject of the Deliverable from the supplier's factory to the Project Site.	The lesser of: a) 10% of the Maximum Deliverable Funding Contribution; and b) 50% of the Actual Deliverable Eligible Project Costs expended by the Recipient, less any Initial Instalment already paid by the State in respect of the Deliverable.
								Instalment 3	Provision of: a) a Payment Claim; and b) the Completion Report for the Deliverable, evidencing (to the State's satisfaction): i. completion of the Deliverable (and, where clause 6.3(b) applies, the Project); ii. achievement of the Outcomes and Objectives that are capable of being achieved upon completion of the Deliverable (and, where clause 6.3(b) applies, the Project); and iii. evidence that the Recipient has made reasonable progress toward achieving the Outcomes and Objectives by the due date for the Post Completion Report.	The lesser of: a) the Maximum Deliverable Funding Contribution; and b) 50% of the Actual Deliverable Eligible Project Costs expended by the Recipient, less any Funding Contribution already paid by the State in respect of the Deliverable.

Deliverable Number	Deliverable	Deliverable Provider	Deliverable Date	Estimated Total Deliverable Project Cost (excl of GST)	Estimated Deliverable Eligible Project Cost (excl of GST)	Estimated Deliverable Ineligible Project Cost (excl of GST)	Maximum Deliverable Funding Contribution (excl of GST)	Deliverable Instalment Number	Deliverable Instalment Requirements	Deliverable Instalment Amount
3.	[Note: this is the drafting if the Deliverable has 2 Instalments. If there are 4 instalments, use the example set out in row 1 above. If there are 3 instalments, use the example in Row 2 above. The unused rows must be deleted]							Instalment 1 (Initial Instalment)	As per clause 4 (Initial Payment)	20% of the Maximum Deliverable Funding Contribution.
								Instalment 2	Provision of: <ul style="list-style-type: none"> a) a Payment Claim; and b) the Completion Report for the Deliverable, evidencing (to the State's satisfaction): <ul style="list-style-type: none"> i. completion of the Deliverable (and, where clause 6.3(b) applies, the Project); ii. achievement of the Outcomes and Objectives that are capable of being achieved upon completion of the Deliverable (and, where clause 6.3(b) applies, the Project); and iii. evidence that the Recipient has made reasonable progress toward achieving of the Outcomes and Objectives by the due date for the Post Completion Report. 	The lesser of: <ul style="list-style-type: none"> a) the Maximum Deliverable Funding Contribution; and b) 50% of the Actual Deliverable Eligible Project Costs expended by the Recipient, less any Initial Payment already paid by the State in respect of the Deliverable.

Schedule 2 – Information and Material for Payment Claims

1. A valid Tax Invoice from the Recipient setting out the amount sought as a Funding Contribution under this Agreement (less any Retention Amounts, if required in accordance clause 8.3).
2. For each Payment Claim for a Deliverable:
 - (a) evidence (copies of suppliers' invoices and receipts, remittance advice or bank statements) of the Recipient's Actual Deliverable Project Costs incurred and paid by the Recipient as at the date of the Payment Claim;
 - (b) a description of the Deliverable and the Deliverable Number, and the Deliverable Instalment to which the Payment Claim relates;
3. Provision of:
 - (a) a Progress Report; or
 - (b) for a Payment Claim for the Final Instalment, provision of a Completion Report in respect of the Project as a whole.
4. The Progress Report must set out:
 - (a) a description of the Deliverable;
 - (b) the Deliverable Number;
 - (c) a cost breakdown showing each item of expenditure incurred and paid by the Recipient for the Payment Claim;
 - (d) the date of each item of expenditure;
 - (e) the Actual Deliverable Eligible Project Costs incurred and paid by the Recipient for each Deliverable, as at the date of the Payment Claim (which must, for the first Progress Report for a Deliverable, include evidence of expenditure of any Initial Instalment for the Deliverable of an amount equal to two times the Initial Instalment by the Recipient);
 - (f) the total expenditure amount which has been incurred and paid on the Project including Eligible Project Costs and Ineligible Project Costs;
 - (g) the Recipient's calculation of the Funding Contribution in accordance with Schedule 1 and clause 5.1 of this Agreement; and
 - (h) the description of the Recipient's progress for achieving or delivering each Deliverable against the relevant Deliverable Date.
5. The Completion Report must set out, in addition to the information required for a Progress Report:
 - (a) evidence of completion of the Deliverable;
 - (b) evidence of the Deliverable outcomes including meeting the Outcomes and Objectives as specified in Item 10 of the Reference Schedule capable of being achieved upon completion of the Deliverable which may include quantifiable measures and details about additional jobs created, increased business productivity, international competitiveness and profitability, import replacement and/or increased export;
 - (c) evidence the Deliverable (or in the case of the last Deliverable to be completed, each Deliverable) is fully operational and being used by the Recipient in accordance with

the Application Form and this Agreement;

- (d) evidence that the Recipient has made reasonable progress toward achieving the Outcomes and Objectives by the due date for the Post Completion report; and
 - (e) for the Completion Report for the last Deliverable to be completed, the information required by clause 6.3(b).
6. Evidence of expenditure on the Deliverable satisfactory to the State including:
- (a) copies of Tax Invoices from external suppliers;
 - (b) copies of receipts for payments of Tax Invoices or remittance advices or original bank statements of the Recipient showing payment of the Tax Invoices.
7. If the Deliverable relates to the delivery of equipment or a tangible product to the Project Site, photographs of that equipment or tangible product must be provided.
8. Any other information and material reasonably requested by the State, including information to demonstrate completion of the Project.
9. The Post Completion Report must set out benefits and outcomes of the Project (i.e. the Outcomes and Objectives) realised in the 12 months after the completion of the Project in quantifiable measures and statistics including, but not limited to:
- (a) meeting the objectives of ReMade in Queensland Round 1;
 - (b) number of new jobs created;
 - (c) increased business productivity;
 - (d) increased international competitiveness;
 - (e) increased business profitability; and
 - (f) the transformation of waste materials into higher value products

Schedule 3 – Progress Report Format

To be submitted with each Payment Claim, note use the Completion Report for the final Payment Claim. The report template will be available from the department's contact prior to submission.

DRAFT

Schedule 4 – Completion Report Format

To be submitted at completion of Project when all Deliverables are complete. The report template will be available from the department's contact prior to submission.

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Schedule 5 – Post Completion Report Format

The report template will be available from the department's contact prior to submission.

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EXECUTED AS AN AGREEMENT by the parties on the dates set out below.

Executed for and on behalf of the **State of Queensland** acting through the **Department of Regional Development, Manufacturing and Water ABN 51 242 471 577** by:

Full name

Position

Signature

Date

DELETE as appropriate Option 1 company signing by two directors or one director and the company secretary:

Executed by **insert Recipient name (ABN)** in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of Director

Signature of Director/Company Secretary
[delete position as appropriate]

Full name of Director who states that they are a director of **insert name of Recipient insert ABN/ACN of Recipient**

Full name of Director/Company Secretary *[delete position as appropriate]* who states that they are a director/company secretary *[delete position as appropriate]* of **insert name of Recipient insert ABN/ACN of Recipient**

Date

Date

DELETE as appropriate Option 2 company signing by sole director:

Executed by **insert Recipient name (ABN)** in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of [Sole Director and Sole Company Secretary] / [Sole Director where the company does not have a Company Secretary]
[delete position as appropriate]

Full name of Sole Director and Company Secretary who states that [they are the sole director and sole company secretary of] / [they are the sole director of and there is no company secretary,] **insert name of Recipient insert ABN/ACN of Recipient** *[delete position as appropriate]*

Date

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