

Your ref: LG OFFICER
Our ref: FILE NO.

Enquiries: EMAIL @transport.wa.gov.au

Telephone: 6551 EXTENSION

CEO
Chief Executive Officer
LOCAL GOVERNMENT
ABORIGINAL COUNTRY
LG ADDRESS

Dear CEO,

On behalf of the Minister for Transport I am pleased to offer the *LOCAL GOVERNMENT* funding assistance for *PROJECT*. A Grant Agreement Contract is attached for execution.

This offer is part of the Government's West Australian Bicycle Network (WABN) grant program providing financial support for a range of bicycle planning and infrastructure projects across Western Australia.

The following funding details have been accepted:

Percentage of total project cost: 50%

To a maximum of: \$AMOUNT GST exclusive

#### IMPORTANT INFORMATION:

- A. All works are to be completed by the dates set out in Schedule 1 of the agreement.
- B. In the event that the project cannot be completed and acquitted in line with the deadlines set out in Schedule 1, DoT must be notified immediately. Approval of amended dates is required in writing from the DoT Active Transport directorate.
- C. Grants and Grant funding cannot be carried over into the next financial year.
- D. Construction grant projects must be completed in accordance with the Accepted Designs in line with clause 8.6 of the Agreement.

If you wish to accept this offer, please sign and return the attached Grant Agreement by email.

Yours sincerely

Justin McKirdy Executive Director Urban Mobility Date:

# WESTERN AUSTRALIAN BICYCLE NETWORK GRANT PROGRAM GRANT AGREEMENT

# **TABLE OF CONTENTS**

1	DEFINITIONS AND INTERPRETATION	3
2	PURPOSE OF AGREEMENT	5
3	ADMINISTRATION OF AGREEMENT	
4	TERM OF AGREEMENT	
5	VARIATIONS TO AGREEMENT	
6	RELATIONSHIP BETWEEN THE PARTIES	
7	GRANTOR'S OBLIGATIONS	6
8	GRANTEE'S OBLIGATIONS	
9	LIMITATION OF LIABILITY	
10	WAIVER	
11	GRANTEE MAY TERMINATE – NECESSITY	10
12	GRANTOR MAY TERMINATE – NECESSITY	
13	GRANTOR MAY TERMINATE – GRANTEE'S DEFAULT	
14	GOODS AND SERVICES TAX	
15	PUBLICATIONS AND EVENTS	
16	CONFIDENTIALITY	13
17	FREEDOM OF INFORMATION AND GOVERNMENT AUDIT	13
18	ENTIRE AGREEMENT	
19	DUTY	
20	GOVERNING LAW	
21	NOTICES	
22	NOMINATED OFFICERS	14
SCH	EDIJI E 1	16

# **GRANT AGREEMENT**

#### **BETWEEN**

The Minister for Transport for and on behalf of the Crown in the right of the State of Western Australia ("**Grantor**")

And

LOCAL GOVERNMENT ("Grantee")

#### **RECITALS**

- a) The Western Australian Bicycle Network (WABN) Grants Program is a bicycle planning and infrastructure grant program available to local governments funded by the Government of Western Australia.
- b) The Grantor, through the Department of Transport (DoT), is responsible for administering the WABN Grants Program to local governments in accordance with the WABN Grants Program Procedures 2022-2026. DoT collaborates with the Grantee in the planning and development phases of each specific project, with the Grantee being responsible for the planning, design, construction, activation and maintenance of the facility.
- c) The Grantee has applied to the Grantor for funding assistance to undertake the Project, and the Grantor has agreed to provide a Grant subject to the terms and conditions of this Agreement.

#### The PARTIES AGREE as follows:

# 1 DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In this Agreement, unless the context otherwise requires:

**Agreement** means the Grant Agreement made by this Deed and includes the Schedules hereto.

**Acquittal** means when the Project and all associated administrative requirements have been completed and finalised to the satisfaction of the Grantor and the Grantor has notified the Grantee of that fact.

**Acquittal Report** means a report in accordance with clause 8.11 in the form required by the Grantor.

Activation, Consultation and Evaluation (ACE) Plan and Report means the documents prepared by the Grantee setting out steps taken by the Grantee to satisfy the Grantor that the engagement and evaluation elements of the project have been sufficiently planned (ACE Plan), and subsequently implemented and reported on (ACE Report).

**Accepted Designs** means the Grantee's Project designs that are accepted by the Grantor at each stage throughout the project under clause 7.1.

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

**Confidential Information** includes, but is not limited to, any information relating to business affairs and processes of the Parties, obtained by virtue of this Agreement, which would not otherwise be available to the general public and all information marked as confidential as well as information which by its nature is confidential, is known to be confidential or which the Party receiving the information from the other Party ought to have known was confidential and includes all such information that may be in the possession of the Party's employees, agents and contractors.

Event of Default means an event of the kind set out in clause 13.1.

**Grant** means the amount payable by the Grantor to the Grantee under this Agreement.

**GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and all associated legislation and regulations and any terms used in clause 14 that are used in the GST Act have the same meanings as in the GST Act.

**Landholder** means a body with which is vested the land upon which the Project is to be carried out and any land needed by the Grantee for access to that land.

**Mark-up** means the difference between the cost of a good or service and its selling price, whether expressed as a percentage or a fixed amount.

**Milestone** means a significant event in the Project that marks completion of a major component or stage of the Project, upon which events the Grantee may become eligible for a payment.

Milestone Table means the table in Schedule 1 Item 2 setting out Milestones.

**Nominated officer** means the Grantor and the Grantee officers nominated to receive notices and other correspondence under clause 22.

Party means the Grantor or the Grantee as the context requires.

Parties means both the Grantor and the Grantee.

**Project** means the initiative including the work to be undertaken which is set out in Schedule 1 Item 1.

**Project Completion Date** means the date by which the Grantee is to have finished work on the Project under clause 8.1.

**Publications** means media communications, signage, articles, advertising, newsletters, advertisements, speeches, and the like relating to the Project.

Relevant Standards include relevant Australian Standards.

#### 1.2 Interpretation

Unless inconsistent with the context or subject matter:

- a) Headings are used for convenience and do not affect interpretation.
- b) A reference to a clause is a reference to a clause in this Deed.

- c) Words importing the singular include the plural (and vice versa), words denoting a given gender include all other genders.
- d) References to currency are references to Australian currency.
- e) A reference to a statute or other law includes regulations under it and amendments, consolidations, re-enactments and replacements of any of them.

## 2 PURPOSE OF AGREEMENT

The purpose of this Agreement is to set out the conditions under which the Grantor will provide the Grant.

# 3 ADMINISTRATION OF AGREEMENT

The powers, rights and obligations of the Grantor under this Agreement may be administered, exercised and performed on the Grantor's behalf by:

- a) Any successor of the Grantor to the Grantor's Ministerial title.
- b) The Director General of the Department of Transport or the Director General's authorised officers.

# 4 TERM OF AGREEMENT

#### 4.1 Term runs from execution

The term of this Agreement is from the date it is executed to its termination or when all obligations under it have been carried out, whichever is later.

#### 4.2 Clauses that survive termination

If this Agreement is terminated under clause 11 or clause 12 or clause 13, then clauses 8.9, 8.10, 8.16, 9, 11.2, 11.3, 12.2, 12.3, 15, 16, 17 and 20 survive the termination.

#### 4.3 Common law rights continue

All common law rights and obligations of the Parties will continue after the expiration or earlier termination of this Agreement.

# 5 VARIATIONS TO AGREEMENT

Any variation to this Agreement is to be in writing and duly executed by the Parties.

## 6 RELATIONSHIP BETWEEN THE PARTIES

## 6.1 Approach to the Project

The Parties will develop and adopt a cooperative approach to the Project that facilitates open and transparent engagement and strong connectivity between the Parties, stakeholders and the community.

#### 6.2 Legal relationship

Nothing in this Agreement is intended or should be construed as creating a contract of employment, an agency, a partnership, a joint venture or a fiduciary relationship between the Parties.

# 7 GRANTOR'S OBLIGATIONS

#### 7.1 Project oversight

The Grantor is to:

- a) Review and accept (with or without conditions) or reject the Grantee's Project designs throughout the design process, having regard to the WABN Grants Program Procedures 2022-2026.:
- b) Prior to the commencement of construction of any Project, accept or reject the construction (100%) designs:
- c) Monitor the progress of the Project and liaise with the Grantee's nominated officer;
- d) Provide the Grantee upon request with all documents, templates, and assistance required to enable the Grantee to provide the Grantor with an Acquittal Report under clause 8.11:
- e) Review and accept (with or without conditions) or reject, any proposals by the Grantee to amend the Accepted Designs;
- f) Review and accept (with or without conditions) or reject, any proposals by the Grantee to vary this Agreement, having regard to the WABN Grants Program Procedures 2022-2026.

#### 7.2 Obligation to pay the Grant

Subject to this Agreement, the Grantor is to pay to the Grantee the Grant in accordance with the Milestone Table in Schedule 1.

# 8 GRANTEE'S OBLIGATIONS

# 8.1 Commencement and Completion of the Project

The Grantee is to commence and complete the Project as set out in Schedule 1.

# 8.2 Use of the Grant

The Grantee is to use the Grant solely for costs directly incurred in delivering the Project. The Grantee is not to use the grant for:

- a) General administrative labour and related oncosts, including generic project management activities.
- b) Ongoing operational and maintenance costs.
- c) The repair of motor vehicles.
- d) Depreciation costs.
- e) Audit costs.
- f) Mark-ups on salaries or goods, where the works are undertaken by the Grantee.
- g) Contingency costs.

- h) Replacement of capital spending plans for developments that would occur in any event unless otherwise directed by the Grantor.
- i) Costs associated with rectifying damage caused by vandalism.
- j) Retrospective costs for Project works commenced, undertaken, or completed, or all of those by the Grantee prior to the commencement of the Agreement.
- k) The purchase, acquisition or creation of any asset not identified as a component of the scope of works.
- I) Any other costs not directly related to the Project define in this Agreement.

# 8.3 Performance Monitoring

Without in any way limiting the Grantor's rights under this Agreement, including under clause 13, the Grantor has absolute discretion to call for performance reports from the Grantee and thereafter replace, review, alter or impose additional Milestones at any time, in relation to any aspect of the Project

The Grantee must, within 21 days of being called on to do so by the Grantor, provide the Grantor with an updated Milestone Table in accordance with Schedule 1 for the Grantor's consideration and acceptance.

#### 8.4 Project costs above the Grant

If the cost of the Project exceeds the maximum amount of the Grant, the Grantee is to meet the excess cost.

#### 8.5 Grantee to observe Relevant Standards

The Grantee is to carry out the Project in accordance with all Relevant Standards, having regard to the WABN Grants Program Procedures 2022-2026

# 8.6 Grantee not to commence without Grantor's acceptance

The Grantee is not to commence the Project if the Grantor has not accepted the Project designs under clause 7.1.

# 8.7 Grantee not to commence without Grantor acceptance

- a) The Grantee is not to commence the Project without having obtained and provided to the Grantor all required planning and other acceptance.
- b) Without affecting the generality of clause 8.7(a), the Grantee is not to commence the Project without having obtained and provided the Grantor with an executed copy of an agreement between the Grantee and any relevant Landholder under which the Landholder permits the Project on the land of the Landholder.

#### 8.8 Comply with applicable laws

The Grantee is to comply with all applicable laws.

#### 8.9 Grantee to provide access

The Grantee is to provide the Grantor access to the Project site.

# 8.10 Keeping of records related to the Project

The Grantee is to:

- a) Keep and maintain proper, accurate, complete and up to date records relating to the Project to the satisfaction of the Grantor of all work undertaken and monies expended.
- b) Ensure its records enable all income and expenditure related to the Grant to be identified in its accounts.
- c) Keep and maintain accurate, complete and up to date records of communications and events that affect, relate to or impact on the management or delivery of the Project.
- d) Ensure that all records that relate to the Project are available for inspection upon the Grantor's request.

# 8.11 Grantee to cease and notify

If the Project is unable to be completed, the Grantee is to cease work immediately and notify the Grantor of the relevant facts.

#### 8.12 Grantee to report on Project completion

- a) Upon the completion of the Project the Grantee is to submit to the Grantor an Acquittal Report in the form required by the Grantor.
- b) If the Grantee is not able to complete the Project and submit an Acquittal Report by the date indicated in the Milestone Table, the Grantee must notify the Grantor immediately.
- c) Notwithstanding 8.3 or 8.12.b, failure of the Grantee to complete the Project according to the dates in the agreed Milestone Table may lead to suspension or cancellation of the Agreement, unless otherwise agreed.

## 8.13 Grantee failing to complete as required

If the Grantor is not satisfied that the Grantee has completed the Project in accordance with the Accepted Designs, any Relevant Standards, or any Austroads Guideline, or all of those, the Grantee is to perform, at the Grantee's expense, remedial works to the satisfaction of the Grantor.

## 8.14 Insurance and indemnity

The Grantee is to:

- a) Ensure that during the term of this Agreement it will maintain and keep current, appropriate public liability and other insurance that is proportionate to the maximum level of potential loss related to the Project, and the nature of the Project. The Grantee is to ensure that such insurances will cover all claims and losses howsoever arising or caused, including but not limited to those in respect of any injury of, or illness to, or death of, any person, any loss, damage or destruction to any property, claims risks and events covered under the indemnities provided by the Grantee under this clause.
- b) Not do anything which adversely affects the continuation, validity, extent of cover or ability to make a claim under the insurance policies, and is not to permit any person to do so.
- c) Notify the Grantor immediately if an event occurs which does give rise or might give rise to a claim under the insurance policies or which could prejudice the insurance policies.

- d) Ensure that all premiums in respect of insurance policies and renewals of insurance policies are paid by the due date.
- e) Provide, if requested by the Grantor, a copy of all policies, certificates of currency and receipts for premiums relating to all insurance cover referred to above.
- f) Indemnify and keep indemnified the Grantor and any department, agency, instrumentality or emanation of the State (and any Minister, officer, or employee of any of them) from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be brought, maintained or made against them or any of them in respect of any loss whatsoever, injury or damage of, or to, any kind of property or thing and any death of, or injury or illness sustained by, any person arising out of, or relating to, whether directly or indirectly, this Agreement, the Grant, the Project or any act, neglect, omission or default by the Grantee or anyone employed or engaged by the Grantee.

#### 8.15 Asset Obligation Period

The Grantee shall not modify or dispose of the Project for a period of time ranging from five to eight years after grant acquittal. In addition, no duplicate funding will be provided to reinstate any part of the asset/project within the asset obligation period, unless under exceptional circumstances agreed to by DoT.

<b>Grant Range</b>	Number of Years
\$1 - \$500,000	7 years
\$500,001 +	10 years

# 8.16 Repayment of unused Grant

At the end of the term of this Agreement the Grantee is to immediately return to the Grantor any of the Grant that has not been spent on the Project.

# 9 LIMITATION OF LIABILITY

Neither the Grantor nor any department, agency, instrumentality or emanation of the State (and no Minister, officer, or employee of any of them) is to be:

- a) Liable, in negligence or otherwise, for the success or otherwise of the Project.
- b) Responsible for any losses or financial shortfalls encountered by the Grantee relating to the Project.
- c) Without affecting the generality of b), responsible for any losses or financial shortfalls encountered by the Grantee relating to the obligations of the Grantor under clause 7.1.
- d) Liable for any losses or financial shortfalls sustained by the Grantee in the event that termination of this Agreement results in or triggers the termination of other deeds or agreements the Grantee has with third parties.
- e) Liable to pay compensation when this Agreement has ended, in total or in part.

#### 10 WAIVER

No right under this Agreement is to be deemed to be waived except by agreement in writing signed by the Parties and any failure by a Party to enforce any clause of this Agreement, or any

forbearance, delay or indulgence granted by one Party to another Party is not to be construed as a waiver of rights under this Agreement. Any such waiver by a Party is not to prejudice that Party's rights in respect of any subsequent breach of this Agreement by the other Party.

# 11 GRANTEE MAY TERMINATE - NECESSITY

#### 11.1 Grantee may terminate

If the Project is unable to be completed, the Grantee may terminate this Agreement by giving written notice to the Grantor.

# 11.2 Grantee to return unspent Grant

If this Agreement is terminated under clause 11.1 the Grantee is to immediately return to the Grantor any of the Grant that has not been spent on the Project.

#### 11.3 Grant amounts paid by Grantor

If this Agreement is terminated under clause 11.1 then the Grantor is only liable to pay costs incurred by the Grantee to that date.

# 12 GRANTOR MAY TERMINATE - NECESSITY

# 12.1 Grantor may terminate

The Grantor may terminate this Agreement by providing notice in writing to the Grantee if, in the opinion of the Grantor, the Project is no longer necessary for any reason including due to a change in State or Commonwealth government policy. The Agreement is then terminated from the date specified in that notice.

#### 12.2 Grant amounts paid by Grantor

If this Agreement is terminated under clause 12.1 then the Grantor is only liable to pay costs incurred by the Grantee to that date.

#### 12.3 Grantee to return unspent Grant

If this Agreement is terminated under clause 12.1 the Grantee is to immediately return to the Grantor any of the Grant that has not been spent on the Project.

## 13 GRANTOR MAY TERMINATE – GRANTEE'S DEFAULT

#### 13.1 Event of Default

An Event of Default occurs if:

- a) The Grantor is of the reasonably held view that all or any part of the Grant is not being used, or has not been, applied with competence, efficiency and diligence.
- b) The Grantor is of the reasonably held view that the Grantee has spent or committed, or will spend or commit, all or part of the Grant:
  - i) For a purpose or purposes inconsistent with or contrary to the Accepted Designs or the Project.

- ii) Imprudently or in an unreasonable fashion.
- iii) On goods, services, or goods and services for which the Grantee has paid or will pay a price which is unreasonably high.
- c) For any reason whatsoever the Grantee is unable or unwilling to commence, continue or complete the Project.
- d) In respect of the Grantee, a commissioner is appointed under the *Local Government* Act 1995, or the Local Government Council is removed from office as a result of maladministration in terms of the *Local Government Act 1995*.
- e) The Grantee breaches this Agreement and does not fully and properly rectify the breach within 28 Business Days or a period otherwise agreed from receipt of a written notice from or on behalf of the Grantor specifying the breach and calling upon the breach to be rectified.
- f) The Grantee does not promptly inform the Grantor of any occurrence which may adversely affect the Project in a material way or the ability of the Grantee to complete the Project.
- g) The Grantee attempts to sell, transfer, assign, mortgage, charge or otherwise dispose of or deal with any of its rights, entitlements and powers under this Agreement.
- h) The Grantee does not comply with all State or Commonwealth statutes or other laws.
- The Grantee does not reasonably co-operate with the Grantor in the administration of this Agreement.
- j) The Grantee refuses upon reasonable notice to provide the Grantor with access at any reasonable time and from time to time to the Grantee's premises, records, equipment and other property for the purpose of audit and inspection by the Grantor in order to verify compliance by the Grantee with this Agreement.
- k) The Grantee proceeds with the Project without the Grantor having accepted the Grantee's Project designs.
- I) The Grantee does not achieve the Milestones by the times and in accordance with any other stipulations set out in the Schedule.
- m) The Project is not completed by the Project Completion Date.

## 13.2 Grantee to notify of default

If an Event of Default occurs, or it is considered by the Grantee as likely to occur or would be considered by a reasonable person as likely to occur, then the Grantee must immediately notify the Grantor of the occurrence or likely occurrence and must thereafter consult with the Grantor with respect to this Agreement and its possible termination.

## 13.3 Grantor may suspend Grant

If an Event of Default occurs, the Grantor may terminate this Agreement and may, in the Grantor's absolute discretion, suspend payment of the Grant. The Grantor may continue to suspend payment of the Grant until such time as the Grantor is satisfied, in the Grantor's absolute discretion, that the Grantee has rectified the Event of Default.

## 13.4 Consequences of default

If an Event of Default occurs or the Grantor is otherwise entitled to terminate this Deed, including for termination for convenience, then:

a) The Grantor has no further obligation to pay the Grantee any part of the Grant which has not yet been paid to the Grantee.

- b) The Grantor must immediately cease further expenditure of the Grant.
- c) Upon the Grantor's demand, the Grantee must immediately repay the Grant less costs:
  - i) Already properly incurred by the Grantee; and
  - ii) Not yet paid by the Grantee but which are due and payable,

Provided that in respect of such costs, the Grantee has provided to the Grantor within 10 Business Days after the Grantor's demand:

- A) Documentary evidence that such costs were properly incurred in accordance with this Agreement.
- B) In respect of costs referred to in clause 13.3(c)(i) documentary evidence that the Grantee has paid such costs.
- d) If an Event of Default involves expenditure of the Grant contrary to this Agreement, then upon demand by the Grantor, the Grantee must immediately repay all amounts of the Grant improperly spent or committed.
- e) If this Agreement is terminated under any provision of this Deed the Grantor will cease to have any obligation to the Grantee.

# 14 GOODS AND SERVICES TAX

# 14.1 Grantee warrants that it is registered for the purposes of GST

The Grantee warrants that it is registered for the purposes of GST and the Grantee is to notify the Grantor in writing if the Grantee ceases to be registered for the purpose of GST during the term of this Agreement.

#### 14.2 GST and the Grant

If the Parties agree that the Grant is subject to GST:

- a) The Grantor is to issue the Grantee with a Recipient Created Invoice (RCTI) in respect of the GST payable on the supply of the Grant.
- b) The Grantee is not to issue a tax invoice in respect of that supply.

# 15 PUBLICATIONS AND EVENTS

# 15.1 Format of Publications

Publications are to:

- a) Give equal representation to the Parties in the display of logos and party names.
- b) Be consistent with the Department of Transport's style guide.
- c) Include the State Government of Western Australia Crest and the words "This infrastructure was jointly funded by the Department of Transport and the LOCAL GOVERNMENT".
- d) Be consistent with the key messages to be communicated about the program and Project, which must be approved by both Parties prior to release.

#### 15.2 Grantee to prepare Publications

The Grantee is to prepare Publications for the Grantor's approval at the request of the Grantor for the Grantee to publish.

# 15.3 No Publications or Media by Grantee without Grantor's approval

The Grantee is not to publish Publications or provide media articles or media statements without the Grantor's approval.

The Grantor will liaise with the Minister's Office on behalf of the Grantee for any approvals required.

#### 15.4 Events

The Grantee is to invite the Grantor to any public events or announcements related to the Project. The Grantee may directly contact the Office of the Minister for Transport to extend an invitation to events. The Grantee will notify the Grantor of such a request.

# **16 CONFIDENTIALITY**

#### 16.1 The Parties

The Parties are to treat as confidential any Confidential Information or other information that comes into their possession in relation to each other as a result of this Agreement and will not disclose this information to any person other than those of its employees, officers, agents and legal and financial advisers who legitimately and reasonably require such Confidential Information in order to properly discharge the duties:

- a) Which they were employed or engaged to discharge; or
- Which they would ordinarily and reasonably be expected to discharge on account of such employment or engagement; unless:
  - i) Required to do so under or pursuant to a provision of a statute, law, regulation, local law or ordinance in operation in Australia from time to time.
  - ii) Required to do so by virtue of an order or direction given to it by or on the part of the Parliament of the State or by Court or Tribunal of the relevant jurisdiction.

# 16.2 The Parties' employees etc.

The Parties agree that they will use their best endeavours to ensure that people employed or engaged by them comply with the obligations of confidentiality specified in Clause 16.1.

# 17 FREEDOM OF INFORMATION AND GOVERNMENT AUDIT

#### 17.1 Grantee's acknowledgement

The Grantee acknowledges and agrees that this Agreement and information regarding it is subject to the *Freedom of Information Act 1992* and that the Grantor may publicly disclose information in relation to this Agreement, including its terms and the details of the Grantee.

#### 17.2 Parties' acknowledgement

The Parties acknowledge and agree that, despite any provision of this Agreement to the contrary, the powers and responsibilities of the Auditor General under the *Financial Management Act 2006* are not limited or affected by this Agreement.

#### 17.3 Grantee to allow access

The Grantee is to allow the Auditor General, or an authorised representative, to have access to and examine the Grantee's records and information concerning this Agreement.

# **18 ENTIRE AGREEMENT**

This Deed (including the Schedules) constitutes the entire agreement between the Parties and supersedes all prior communications, negotiations, arrangements, agreements and Deeds, whether oral or written, between the Parties with respect to the subject matter.

## **19 DUTY**

The Grantee is to bear and is responsible for all or any duty (including fines and penalties) payable on or in respect of this Agreement pursuant to the *Duties Act 2008*.

#### **20 GOVERNING LAW**

This Agreement is governed by and construed in accordance with the laws for the time being of Western Australia and the Parties hereby submit to the jurisdiction of the courts of Western Australia and all courts having jurisdiction to hear and determine appeals therefrom.

#### 21 NOTICES

Any notice or other communication that may or is to be given between the Parties under this Agreement:

- a) Is to be in writing.
- b) Is to be hand delivered, sent by prepaid post, or emailed to the Party receiving the notice.

## 22 NOMINATED OFFICERS

#### 22.1 Parties to have nominated officers

Each Party is to have a nominated officer to receive notices and other communications and is to immediately inform the other Party of any changes to the nominated officer or to their contact details.

#### 22.2 Notices and other correspondence to nominated officers

Each Party is to send any notice or other communication to the other Party's nominated officer.

## 22.3 Initial nominated officers

The initial nominated officers for this project are detailed below:

Grantor: Grantee: LG OFFICER at 140 William Street, Perth, WA 6000 at LG ADDRESS

Phone: (08) 6551 EXTENSION Phone: (08) LGA PHONE

Email: EMAIL @transport.wa.gov.au Email: LGA EMAIL

If you wish to accept this offer, please sign and return the Grant Agreement by email.

# 23 Execution

SIGNED AS A DEED BY THE PARTIES:	
Signature of Grantor:	
Signed for and on behalf of the Minister for Transport by the Executive Director Urban Mobility	Name (print)
Dated: DAY day of MONTH YEAR	
Signature of Grantee:	
Signature of CEO or the Grantee or other employee of the Grantee	Name (print) and title
Dated: DAY day of MONTH YEAR	

State provision of the Local Government Act 1995 under which signature is authorised

# **SCHEDULE 1**

**Item 1: Project Description** 

Local Government Authority	
Grant title	
Aboriginal Country	
Scope	
Total estimated project value	
Total grant value	
Grant value in 2024-25	
Grant value in 2025-26	
Туре	
Material	
Length (m) design 2024-25	
Length (m) design 2025-26	
Length (m) construct 2024-25	
Length (m) construct 2025-26	
Width (m)	
Start / finish description	
Start / finish coordinates	
Other funding inputs:	

**Item 2: Milestone Table** 

	MILESTONE AMOUNT REPORTING			REPORTING
	MILESTONE	DATE	(Payment date)	REQUIREMENTS
	YEAR 1 2024-2025			
1.1	Signed Grant Agreement Contract (GAC)	5/09/2024	\$xx (12/09/2024)	Signed GAC
1.2	XX	06/12/2024	\$xx (12/12/2024)	xx
1.3	xx	06/03/2025	\$xx (13/03/2025)	xx
1.4	XX	23/05/2025	\$xx (29/05/2025)	xx
		Total Year 1	\$xx	
	YEAR 2 2025-2026			
2.1	XX			xx
2.2	xx			xx
2.3	xx			xx
2.4	xx			xx
		Total Year 2	\$xx	
	YEAR 3 2026-2027			
3.1	xx			xx
3.2	xx			xx
3.3	xx			xx
3.4	xx			xx
		Total Year 3	\$xx	

	YEAR 4 2027-2028			
4.1	XX			xx
4.2	xx			xx
4.3	xx			xx
4.4	xx			xx
		Total Year 4	\$xx	
		Total grant	\$xx	

