



Queensland Rural and
Industry Development
Authority

Financial Assistance Agreement

Regional Drought Resilient Planning Scheme – Phase 2

Queensland Rural and Industry Development
Authority

And

[INSERT NAME OF RECIPIENT]

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Details

Date	[INSERT]	
Parties	QRIDA and Recipient	
QRIDA	Name and ABN	Queensland Rural and Industry Development Authority ABN 30 644 268 943
	Address	Level 26, 32 Turbot Street, Brisbane QLD 4000
	Postal Address	GPO Box 211 Brisbane Queensland 4001
	Phone	1800 623 946
	Email	contact_us@qrda.qld.gov.au
	Attention	[INSERT]
Recipient	Refer to Schedule 1.	
Recitals	A QRIDA is administering the Regional Drought Resilience Planning Scheme - Phase 2 (Scheme). The purpose of the Scheme is to provide grant assistance to an eligible entity to assist with payment of a) fees, salaries or wages necessary to i. administer activities and/or services related to the entity's regional drought resilience plan; and ii. implement eligible activities and/or services; and (b) other costs associated with implementing eligible activities and/or services. B The Recipient has submitted an application for Financial Assistance under the Scheme for QRIDA's consideration. C In reliance on the information provided in the application, QRIDA has agreed to provide Financial Assistance to the Recipient to assist the Recipient to carry out the Project, on the terms of this Agreement.	
By signing below, the parties are entering into an agreement that consists of this cover page and the attached schedules. Please note: witness is not required where this document is signed electronically via Docusign.		
Signed for and on behalf of Queensland Rural and Industry Development Authority ABN 30 644 268 943 by a duly authorised officer in the presence of:		[Alternative 1 – delete if not used] Signed for and on behalf of the Recipient by a duly authorised officer in the presence of:
Signature of witness (Witness is not required where this is signed electronically)		Signature of witness (Witness is not required where this is signed electronically)

Name of witness	Name of witness
Signature of Authorised Person	Signature of Authorised Person
Name of Authorised Person	Name of Authorised Person
Date	Date
	[Alternative 2 – delete if not used] Executed by the Recipient in accordance with section 127 of the <i>Corporations Act 2001</i> (Cth) by or in the presence of:
	Signature of Secretary/other Director
	Name of Secretary/other Director in full
	Signature of Director
	Name of Director in full
	Date

Schedule 1 - Reference Schedule

1. Scheme	Regional Drought Resilience Planning Scheme - Phase 2	
2. Scheme Guidelines	Regional Drought Resilience Planning Scheme - Phase 2 Guidelines dated [insert 2026], as may be amended from time to time.	
3. Regulation	Schedule 68 of the <i>Rural and Regional Adjustment Regulation 2011</i> (Qld)	
4. Recipient	Name	[INSERT]
	ABN and GST registration	[INSERT]
	Registered Address	[INSERT]
	Postal Address	[INSERT]
	Phone	[INSERT]
	Email	[INSERT]
	Attention	[INSERT]
5. Recipient's Delegated Officer	Name	[INSERT]
	Position	[INSERT]
	Contact Details	[INSERT]
6. Project	The Project described in Schedule 2.	
7. Application	Recipient's application for Financial Assistance dated [insert date].	
8. Project Location	[insert premises where Project will be carried out]	
9. Relevant Region	[insert relevant area specified in the Recipient's Application]	
10. Remuneration Assistance (ex GST)	[If the Recipient has been approved for Renumeration Assistance, insert "Reimbursement of all or part of the wages or salary of or fees for services for a person the Recipient employs or otherwise engages to assist the Recipient: (a) if the Recipient has a Regional Drought Resilience (RDR) Plan, implement Eligible Activities identified in the RDR Plan If no Renumeration Assistance will be provided, insert "NA". 2026/27 financial year: up to \$[insert amount as per eligibility notice];	

	2027/28 financial year: up to \$[insert amount as per eligibility notice]; 2028/29 financial year: up to \$[insert amount as per eligibility notice].			
11. Maximum Remuneration Assistance (ex GST)	[If Remuneration Assistance will be provided insert "\$[insert amount of Remuneration Assistance for which the Recipient has been approved for]" or insert "NA" if no Remuneration Assistance is to be provided.]			
12. Activity Assistance (ex GST)	[If the Recipient has been approved for Activity Assistance, insert "Financial assistance for the implementation of drought resilience activities identified in the Recipient's RDR Plan and approved by the Department" or insert "NA" if no Activity Assistance is to be provided.] 2026/27 financial year: up to \$[insert amount as per eligibility notice]; 2027/28 financial year: up to \$[insert amount as per eligibility notice]; 2028/29 financial year: up to \$[insert amount as per eligibility notice].			
13. Maximum Activity Assistance (ex GST)	If Activity Assistance will be provided insert "up to \$[insert amount of Activity Assistance for which the Recipient has been approved for]" or insert "NA" if no Activity Assistance is to be provided.]			
14. Key Dates	Commencement Date	The later of: (a) [insert date]; or (b) the date the last party signs the cover page.		
	Project Completion Date	[insert date]		
	End Date	[insert date]		
15. Project Payment Claim Schedule	Payment Claim Event	Payment Claim Date	Payment Claim Requirements	Payment Claim Amount
	[Note: only include this payment if Remuneration Assistance is specified in item 10] Remuneration Assistance	[insert]	Provision of: (a) signed Agreement from the Recipient; and (b) a claim for payment that meets the Payment Claim Requirements.	An amount up to the Maximum Remuneration Assistance
	[Note: only include this payment if Activity Assistance is specified in item 12]	[insert]	(a) Provision of a claim for payment that meets the Payment Claim Requirements;	By remittance, an amount up to the Maximum Activity Assistance available per financial year

	Activity Assistance - Payment Claim 1			
	[Note: only include this payment if Activity Assistance is specified in item 12] Activity Assistance - Payment Claim 2	[insert]	(b) Provision of a claim for payment that meets the Payment Claim Requirements; and (c) provision of acquittal/progress report that demonstrates, to QRIDA's satisfaction, current completion of the project.	By remittance, an amount up to the Maximum Activity Assistance available per financial year
	[Note: only include this payment if Activity Assistance is specified in item 12] Activity Assistance - Payment Claim 3	[insert]	(d) Provision of a claim for payment that meets the Payment Claim Requirements; and (e) provision of acquittal/progress report that demonstrates, to QRIDA's satisfaction, current completion of the project.	By remittance, an amount up to the Maximum Activity Assistance available per financial year
	[Note: only include this payment if Activity Assistance is specified in item 12] Activity Assistance - Payment Claim 4	[insert]	(f) Provision of a claim for payment that meets the Payment Claim Requirements; and (g) provision of acquittal/progress report that demonstrates, to QRIDA's satisfaction, current completion of the project.	By remittance, an amount up to the Maximum Activity Assistance available per financial year

	[Note: only include this payment if Activity Assistance is specified in item 12] Activity Assistance - Payment Claim 5	[insert]	(h) Provision of a claim for payment that meets the Payment Claim Requirements; and (i) provision of acquittal/progress report that demonstrates, to QRIDA's satisfaction, current completion of the project.	By remittance, an amount up to the Maximum Activity Assistance available per financial year
	[Note: only include this payment if Activity Assistance is specified in item 12] Activity Assistance - Payment Claim 6	[insert]	(j) Provision of a claim for payment that meets the Payment Claim Requirements; and (k) provision of acquittal/progress report that demonstrates, to QRIDA's satisfaction, current completion of the project.	By remittance, an amount up to the Maximum Activity Assistance available per financial year
	Project Completion Date	Provision of: (a) Evidence of Completion; the Completion Report	The lesser of: (a) the remaining unpaid Financial Assistance; and (l) the Eligible Project Costs expended by the Recipient, less any Financial Assistance already paid by QRIDA.	Project Completion Date
16. Payment Claim Requirements	Provision of a Payment Claim and supporting materials using the form or Completion Report submitted under clause 3 of Schedule 6.			
17. Eligible Project Costs	The costs incurred by the Recipient in its performance of the Project.			
18. Signage form and location	[[number] of sign/s approximately [#]m x [#]m in size to be placed [#] m apart on any safety fencing which is erected on the Project Location facing [#] street.] Alternatively: "N/A" if there are no signage requirements			
19. Signage Installation Date	[insert date or "N/A" if there are no signage requirements]			
20. Signage End Date	[insert date or "N/A" if there are no signage requirements]			

21.Restricted Logos	 The logo of the Queensland Government, featuring the state crest with a shield supported by a kangaroo and an emu, topped with a crown. Below the crest is a scroll with the motto 'AUDAX AT FIDELIS'. Underneath the crest, the words 'Queensland Government' are written in a blue sans-serif font.	
22.Bank Account Details	Account Name	[INSERT]
	BSB	[INSERT]
	Account Number	[INSERT]
	Branch	[INSERT]
	Email (remittance)	[INSERT]

Schedule 2 - Project

[insert either a detailed description of the Project, including any particular requirements for conduct of the Project or refer to relevant parts of the Application. The approach adopted will depend on whether Renumeration Assistance and/or Activity Assistance is being provided and if there is any change between the description in the Application and what was ultimately approved for Financial Assistance]

Schedule 3 - Completion Report Template

Project Completion Report

Project details

Project details	
Name of Grant Program	Regional Drought Resilience Planning Scheme - Phase 2
Project (title)	
Project reference number	
Project description	

Project dates	
Project Completion Date	
Actual completion date	

Recipient details

Recipient details	
Recipient name	
Recipient address	

Key contact

Principal contact person for the Recipient			
Title		Given name	
Surname		Position	
Phone		Email	

Project Completion

Please comment on the completion of the Project, including how each Payment Claim Event was achieved, how the Project was completed and how the Financial Assistance enabled the Recipient to implement the Eligible Activities and improve drought resilience in the Relevant Region.

Comment on the completion of the Project

Payment Claim	Payment Claim Date	Comment on how the Payment Claim Event was achieved

Project Outcomes

Please provide a summary of the outcomes of the Project, including how the Project met the objectives of the Scheme.

--

Project Costs

Payment Claims submitted:

Payment Claim No.	Payment Claim Amount (ex GST)	Date of Payment Claim	Amount Paid by QRIDA	Date of Payment

Total amount of Financial Assistance received to date: \$[insert]

Total spent on Eligible Project Costs (exclusive of GST): \$[insert]

Total spent on the Project (excluding GST): \$[insert]

Submission of Completion Report

Report prepared by:

Date:

I certify that:

- the information contained within this report and its attachments is true and correct;
- the Project has been completed in accordance with the Agreement;
- the Financial Assistance has been expended in accordance with the Agreement;
- copies of all invoices, and evidence of payment for each invoice, that align with the Agreement are attached to this report; or
- where invoices are not available, a copy of the organisation's income and expenditure statement for the project is attached to this report.

Signed:

Date:

Schedule 4 - General Terms

1. Agreement Term

This Agreement commences on the date of this Agreement and ends on the End Date, unless terminated earlier under this Agreement.

2. Obligations of the Recipient

The Recipient must:

- (a) carry out the Project:
 - (i) if the Recipient has an RDR Plan, in accordance with the RDR Plan;
 - (ii) by the Project Completion Date; and
 - (iii) in accordance with this Agreement; and
- (b) use the Financial Assistance:
 - (i) only for the purposes of the Project;
 - (ii) only on Eligible Project Costs; and
 - (iii) in accordance with the Scheme Guidelines, Regulation and this Agreement.

3. Reporting

The Recipient must:

- (a) prepare and submit, to the satisfaction of QRIDA:
 - (i) as a Payment Claim Requirement in accordance with item 15 of Schedule 1, subsequent applications (including any additional supporting documentation that QRIDA reasonably requests) substantially in the form set out in Schedule 5 (**Subsequent Claims**); and
 - (ii) as a Payment Claim Requirement for the final Payment Claim in accordance with item 15 of Schedule 1, a completion report (including any additional supporting documentation that QRIDA reasonably requests), substantially in the form set out in Schedule 3 (**Completion Report**);
- (b) if requested by QRIDA, supply a report (**the Report**) about how the financial assistance is enabling the Recipient to achieve outcomes consistent with the purpose of the financial assistance and consent to the Report being shared to the Chief Executive and the Commonwealth Minister for Drought.
- (c) if the Recipient ceases to be an Eligible Entity, provide notice in writing to QRIDA within 5 Business Days of the Recipient ceasing to be an Eligible Entity;
- (d) if, at any time, the Recipient forms the view that it will not be able to, or that there is a risk that it will not be able to comply with the requirements of this Agreement, immediately notify QRIDA; and

- (e) provide such further information in respect of the Project as reasonably requested by QRIDA from time to time up to one (1) year after the End Date.

4. Financial Assistance

4.1 Payment of the Financial Assistance

- (a) Subject to:
- (i) the terms of this Agreement;
 - (ii) the Recipient not being in breach of this Agreement;
 - (iii) the Recipient satisfying the Payment Claim Requirements for the relevant Payment Claim Event to QRIDA's satisfaction,
- QRIDA will pay the Recipient the Payment Claim Amount in respect of each Payment Claim Event within twenty (20) Business Days of the later of:
- (iv) the Payment Claim Date; and
 - (v) the date the Recipient satisfies the Payment Claim Requirements for the relevant Payment Claim Event.
- (b) QRIDA may satisfy a Payment Claim made under clause 4.1(a) by making a payment, to the Recipient's Bank Account.

4.2 Maximum Financial Assistance

- (a) The Financial Assistance is the maximum amount QRIDA may commit to the Recipient under this Agreement over the Term of this Agreement however it is understood and agreed by the parties that any such Financial Assistance committed by QRIDA beyond the first and any subsequent financial year is fully contingent on QRIDA having adequate funding for any such commitments and it remains fully within QRIDA discretion to make determination about whether it has or will have.
- (b) The Recipient acknowledges and accepts that:
- (i) it will not be entitled to any amount in excess of the Financial Assistance from QRIDA;
 - (ii) it will be solely responsible for all costs, expenses and other liabilities in connection with the Project; and
 - (iii) QRIDA makes no representations about future Financial Assistance and there is no obligation on QRIDA to provide future Financial Assistance to the Recipient in respect of any matter, including the Project.

4.3 Suspension of Financial Assistance

- (a) QRIDA may suspend any Milestone Payment Claim Amount at any time if:
- (i) the Recipient fails to comply with this Agreement, including failure to meet any Milestone Progress Report or to perform the Activity in accordance with the Activity Payment Claim Requirements; or
 - (ii) the Recipient ceases to be an Eligible Entity.

- (b) This clause 4.3 does not prejudice QRIDA's rights under this Agreement or at law (including the right to terminate under clause 11).

4.4 Repayment

If at any time, QRIDA forms the reasonable opinion or otherwise becomes aware that the Recipient has claimed any Financial Assistance otherwise than in accordance with this Agreement (**Unauthorised Funds**), the Recipient must repay the Unauthorised Funds, within 5 Business Days of notice in writing from QRIDA. The Recipient agrees that if it does not repay the Unauthorised Funds in accordance with this clause 4.4, then the Unauthorised Funds will be a debt immediately due and payable to QRIDA.

5. Intellectual Property

5.1 Ownership of Intellectual Property

QRIDA and the Recipient acknowledge that any Project Intellectual Property will vest in the Recipient upon its creation.

5.2 Grant of licence to QRIDA

- (a) The Recipient grants and will procure a third party to grant if the Project Intellectual Property contains or is subject to such third party's right, to QRIDA a non-exclusive, irrevocable, perpetual and royalty-free licence to use, adapt, modify, develop and distribute any Project Intellectual Property for its own non-commercial purposes.
- (b) The Recipient must ensure that any licence which is granted to QRIDA pursuant to this clause 5.2 also includes licences to any Background Intellectual Property to enable QRIDA to take the benefit of and exercise any licences to the Project Intellectual Property.

5.3 Obligations of Recipient to obtain consent

Prior to an individual commencing work on the Project the Recipient must obtain from that individual, in writing, and provide to QRIDA upon request, a consent to any act or omission (including the specific acts or omissions as may be necessary) by the Recipient or QRIDA which would otherwise infringe the Moral Rights of that individual.

6. Confidentiality

6.1 Confidential Information

Subject to clause 6.2, a party must not:

- (a) disclose the other party's Confidential Information to a third party; or
- (b) use the other party's Confidential Information other than for the purpose of performing this Agreement.

6.2 Exceptions

A party may disclose the other party's Confidential Information:

- (a) with the other party's prior written consent;
- (b) to a professional adviser, financial adviser, banker, financier or auditor if that person is obliged to keep the information disclosed confidential;

- (c) to any of its Representatives who are bound to keep the information confidential and to whom it is necessary to disclose the information;
- (d) to comply with the Law;
- (e) to the extent necessary to enforce its rights or defend a claim or action under this Agreement;
- (f) where disclosure is required to be made in accordance with established governmental policies, procedures or for public accountability purposes; and
- (g) where the disclosing party is QRIDA, to the State for the purposes of administering the Scheme.

6.3 Limiting disclosure

To the extent reasonably practicable, before a party or any of its Representatives discloses any Confidential Information under clauses 6.2(d) or 6.2(e):

- (a) the party must notify the other party as soon as reasonably practicable after it becomes aware that disclosure is required;
- (b) the party must give the other party a reasonable opportunity to comment on the requirement for, and the proposed form of, the disclosure; and
- (c) the party must take all steps reasonably required by the other party to limit or restrict the disclosure of the relevant Confidential Information.

If prior notice of the proposed disclosure is not reasonably practicable then the party must notify the other party as soon as is reasonably possible thereafter.

6.4 Breach of confidentiality

- (a) If a party becomes aware of a suspected or actual breach of this clause 6, the party will immediately notify the other party and take reasonable steps required to prevent or stop the suspected or actual breach.
- (b) The parties acknowledge and accept that damages will be an inadequate remedy for a breach of this clause 6.

7. Announcements, acknowledgements and media

7.1 Financial Assistance announcement

The parties acknowledge and agree that no announcements with respect to the grant of Financial Assistance to the Recipient for the Project are to be made before an announcement on that subject is made by the State, unless agreed in writing by the State.

7.2 Announcements and acknowledgements

- (a) Before the Recipient publishes or releases any announcements, promotional material or publicity relating to the Project, including but not limited to media releases, events, social media, signage and advertising, the Recipient must:
 - (i) provide QRIDA full details of the proposed publication or communication at least 10 Business Days in advance; and
 - (ii) comply with all requests, amendments or conditions that QRIDA may reasonably require by notice to the Recipient.

- (b) The Recipient acknowledges that QRIDA may provide any submissions made under clause 7.2(a) to the State for its consideration.
- (c) Subject to clause 7.2(a), the Recipient must include an acknowledgement that the Recipient has received financial support from the State in relation to the Project (whether during the Term of this Agreement or after its expiry) in all of its corporate communications in respect of the Project.
- (d) If requested by QRIDA, the Recipient must use the Restricted Logos in all its promotional and presentation material forming part of, or in conjunction with, the acknowledgement under clause 7.2(c). QRIDA grants the Recipient a non-exclusive, royalty-free licence to use the Restricted Logos during the Term solely for the purpose of promoting the Recipient's association with QRIDA for the purposes of the Project.
- (e) If requested by QRIDA, the Recipient must prepare a standing protocol for publications and communications about the Project for approval by QRIDA. Compliance by the Recipient with an approved protocol will discharge the Recipient's obligations under clause 7.2(a) above with respect to the relevant publication or communication.

7.3 Media opportunities

The Recipient must, as far as practicable:

- (a) notify the State of any media opportunities in connection with the Project; and
- (b) facilitate any reasonable request from the State for a Minister of the State to attend a media event in connection with the Project.

7.4 Signage

- (a) The Recipient must procure and install, at the Recipient's cost, Signage (which must include the Restricted Logos) at the Project Location in the form and in the location set out in Item 19 of Schedule 1, by the Signage Installation Date. The Recipient must maintain the Signage in good and visible condition at the Project Location until the Signage End Date.
- (b) The Recipient must obtain and comply with, at the Recipient's cost, all Approvals required for the Signage and any other Approvals required to comply with this Agreement.

8. Privacy and Disclosure of Personal Information

- (a) If either party has access to or is responsible for holding Personal Information in order to fulfil its obligations under this Agreement, the party must comply, and must ensure that its employees, volunteers, agents and subcontractors are aware of and comply, with the obligations and requirements under the *Information Privacy Act 2009* (Qld).
- (b) Any Personal Information exchanged between the parties will be dealt with in accordance with the public sector privacy regime applicable under any relevant State policy, legislation or subordinate law.

9. Records and quality assurance

- (a) All financial transactions incurred in the conduct of the Project must be separately identifiable in the Recipient's books of account. All such documentation, including

tax invoices, cheques issued and relevant bank statements must be retained by the Recipient for a period of one (1) year after the End Date and, during this period, be made available to QRIDA in accordance with clause 9(b).

- (b) QRIDA or its nominated agents may, on giving three (3) Business Days written notice to the Recipient:
 - (i) access the premises of the Recipient;
 - (ii) inspect and copy any documentation and records, however stored, in the custody or control of the Recipient related to the Project;
 - (iii) require the Recipient or its employees to provide full and accurate answers to any questions concerning records or information related to the Project; and
 - (iv) undertake an audit to ensure the Recipient has sound planning, governance and management practices to manage the Project and successfully meet its obligations under this Agreement.
- (c) Notwithstanding clause 9(b), if Remuneration Assistance is provided, if requested by QRIDA the Recipient must provide copies of payslips or receipts for payment of tax invoices which evidence the expenditure of the Remuneration Assistance by the Recipient in accordance with this Agreement.

10. GST

10.1 Definitions

Words in this clause 10 have the same meaning as in the GST Act unless the context makes it clear that a different meaning is intended.

10.2 Consideration does not include GST

Unless otherwise stated, consideration specified in this Agreement does not include any amount for GST.

10.3 Payment of GST

If the provision of the Financial Assistance is consideration for a taxable supply by the Recipient under the GST Act, QRIDA will pay to the Recipient an additional amount in addition to the Financial Assistance equal to the GST payable by the Recipient on that taxable supply, subject to the Recipient first submitting to QRIDA a Payment Claim and QRIDA issuing an RCTI to the Recipient in respect of the supply.

10.4 Adjustment and reimbursement

- (a) If, for any reason, including:
 - (i) any amendment to the GST Act;
 - (ii) the issue of a ruling or advice by the Commissioner of Taxation;
 - (iii) a refund to QRIDA or to the Recipient in respect of a supply made under this Agreement; or
 - (iv) a decision of any tribunal or court,

the amount paid by QRIDA under clause 10.3 differs from the amount of GST paid or payable by the Recipient to the Commissioner of Taxation for that taxable supply, then the Recipient must issue an appropriate GST adjustment note and any difference must be paid by or to QRIDA as the case may be.

- (b) If a party is entitled to be reimbursed or indemnified under this Agreement, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an input tax credit (or would have been entitled to an input tax credit if that party had done all things necessary to obtain an input tax credit).

10.5 RCTI

The parties acknowledge and agree that:

- (a) each party is registered for GST and will notify the other party if it ceases to be registered for GST during the Term;
- (b) QRIDA will issue RCTIs in respect of any taxable supply by the Recipient to QRIDA under this Agreement; and
- (c) the Recipient will not issue tax invoices in respect of any taxable supply by the Recipient to QRIDA under this Agreement.

11. Termination

11.1 Termination for default

QRIDA may immediately terminate this Agreement by notice in writing to the Recipient (**Termination Notice**) if:

- (a) the Recipient is in breach of this Agreement and:
 - (i) the breach is not, in QRIDA's reasonable opinion, capable of being remedied; or
 - (ii) the breach is capable of being remedied and the Recipient fails to remedy the breach within 10 Business Days after a notice to remedy from QRIDA specifying the breach; or
- (b) information the Recipient gives QRIDA (including information in support of the Application) is false or misleading in any material respect; or
- (c) the Recipient ceases to be an Eligible Entity.

11.2 Consequences of termination for default

- (a) If QRIDA terminates this Agreement under clause 11.1:
 - (i) it will not affect any Claim either party may have against the other by reason of any antecedent breach of this Agreement and will not relieve either party of any obligation under this Agreement which is expressed to continue after termination in clause 16.9;
 - (ii) QRIDA may, in the Termination Notice or in a further notice given at any time, require the Recipient to repay the whole or any part of the Financial Assistance provided to the Recipient under this Agreement, by the time stated in the Termination Notice or notice. The Recipient agrees that such sum will be a debt due and recoverable by QRIDA; and

- (iii) QRIDA is not obliged to provide any Financial Assistance to the Recipient under this Agreement.
- (b) The Recipient acknowledges and agrees that the repayment of the Financial Assistance as a consequence of the Recipient's default under this Agreement represents a genuine pre-estimate of QRIDA's losses arising from termination of the Agreement, is commensurate with the interests of QRIDA that are being protected and is not extravagant, unconscionable or out of all proportions to the interests of QRIDA.

11.3 Termination without giving reasons

- (a) QRIDA may, at any time and in its absolute discretion without any implied duty or terms, by written notice to the Recipient terminate this Agreement without giving a reason.
- (b) Subject to clause 11.3(c), if QRIDA terminates this Agreement pursuant to this clause 11.3 QRIDA is liable only to pay any Financial Assistance due and not yet made to the Recipient as at the date of termination.
- (c) QRIDA's liability to pay any amount under this clause is subject to:
 - (i) the Recipient's compliance with this Agreement; and
 - (ii) the total amount of the Financial Assistance.
 - (iii) available funding held by QRIDA on behalf of the department of Primary Industries

12. Dispute Resolution

- (a) Both parties agree that any Dispute will be dealt with as follows:
 - (i) firstly, the party claiming that there is a Dispute will serve notice to the other party setting out the nature of the Dispute;
 - (i) secondly, the parties will try to resolve the Dispute by direct negotiation;
 - (ii) thirdly, the parties have ten (10) Business Days from the service of the notice (or such extended time as the parties may agree in writing before the expiration of the ten (10) Business Days) to reach a resolution or to agree that the Dispute will be submitted to mediation or some other form of alternative dispute resolution procedure with the costs and expenses of any mediation or alternative dispute resolution procedure being borne equally between the parties; and
 - (iii) lastly, if:
 - A. there is no resolution or agreement; or
 - B. there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within ten (10) Business Days of the submission, or such extended time as the parties may agree in writing before the expiration of the ten (10) Business Days,

then any party may commence legal proceedings.

- (b) Each party shall, as far as reasonably possible, continue to perform its obligations under this Agreement notwithstanding the existence of any Dispute or any proceeding under this clause 12.

13. Disclaimer, release and indemnity

13.1 Disclaimer

The Recipient carries out the Project entirely at its own risk. To the full extent permitted by law, QRIDA will not be liable for any Claim brought against or made upon or incurred by the Recipient in carrying out the Project, excluding where that Claim arose as the direct result of any breach, fault, negligent or unlawful act or omission by QRIDA, its employees, agents, consultants and contractors.

13.2 Release and indemnity

To the full extent permitted by law, the Recipient releases and indemnifies QRIDA, and each of its Representatives (**Indemnified**), from and against all Claims (including any cost of settlement) of any nature incurred or suffered by the Indemnified which may be brought or made by any person directly or indirectly arising from, out of or in connection with:

- (a) the Project;
- (b) any breach of this Agreement by the Recipient;
- (c) any act or omission of the Recipient or their Representatives;
- (d) the Recipient's performance of this Agreement or any other agreement relating to the Project; or
- (e) any infringement (or alleged infringement) of Intellectual Property rights by the Recipient in the course of, or incidental to, carrying out the Project,

except to the extent that any breach, fault, negligent or unlawful act or omission by the Indemnified directly caused or contributed to the Claim.

13.3 QRIDA's role

QRIDA's role under this agreement is strictly limited to the administration and distribution of funding in accordance with the executed Financial Assistance Agreement and the finalisation of project funding in terms of the Scheme. Department of Primary Industries (DPI), and where applicable any relevant contractors, retain sole responsibility for all aspects of project management, project delivery, project performance, and project completion. QRIDA may, at its discretion, attend meetings or receive updates in relation to the Project; however, such attendance or receipt of information does not impose on QRIDA, any duty, obligation, liability, or responsibility in connection with project management, project delivery, project oversight, project performance monitoring, or project completion.

14. Insurance

The Recipient must:

- (a) effect and maintain the insurance policies required by law; and
- (b) if requested by QRIDA at any time during the Term, provide to QRIDA, within twenty (20) Business Days of the request:
 - (i) copies of the insurance policies required by clause 14(a); and

- (ii) evidence that the policies referred to in clause 14(a) are current.

15. Warranty

The Recipient warrants and acknowledges that:

- (a) it has all requisite legal and corporate power to execute this Agreement;
- (b) it has taken all action necessary for the authorisation, execution and delivery of this Agreement;
- (c) it enters into the Agreement based on its own investigations, interpretations, deductions, information and determinations; and
- (d) it is fully responsible for the performance of the Project and the Eligible Activities and for ensuring compliance with this Agreement and will not be relieved or discharged of this responsibility because of:
 - (i) any approval or consent given by QRIDA in relation to this Agreement, unless otherwise advised by QRIDA in writing; or
 - (ii) the payment of the Financial Assistance to the Recipient; or
 - (iii) any agreement, arrangement or understanding between the Recipient and any other entity in relation to the carrying out of the Project and the Eligible Activities or the use of the Financial Assistance; and
- (e) it is accountable for any acts, omissions and mistakes of any other entity in performing all or part of the obligations under this Agreement as though they were the Recipient's own acts, omissions and mistakes.

16. Miscellaneous

16.1 Dealings by the Recipient

The Recipient may not assign, novate, subcontract or otherwise deal with its rights and obligations under this Agreement or allow any interest in them to arise or be varied in each case, without the prior written consent of QRIDA.

16.2 Variation

This Agreement may only be varied by agreement in writing between the parties.

16.3 Entire Agreement

This Agreement constitutes the entire agreement of the parties about the subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

16.4 Severability

If the whole or any part of a provision of this Agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this Agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this Agreement or is contrary to public policy.

16.5 Waiver

- (a) A waiver by a party of any rights arising from a breach or non-observance by the other party of a term of this Agreement will not be taken to be a waiver in respect of any other breach or non-observance of the same or any other term.
- (b) The failure by either party to enforce a term of this Agreement will not be interpreted as a waiver of that term.

16.6 Unexpected Event

- (a) No party is liable for any failure to perform or delay in performing its obligations under this Agreement if that failure or delay is due to an Unexpected Event. If that failure or delay exceeds sixty (60) days, either party may terminate this Agreement with immediate effect by giving notice to the other party.
- (b) If this Agreement is terminated in accordance with this clause 16.6, clauses 11.3(b) and 11.3(c) will apply as if QRIDA terminated the Agreement in accordance with clause 11.3(a).

16.7 Compliance with Laws

The Recipient in carrying out the Project must comply with the provisions of any relevant statutes, regulations, by-laws and requirements of any applicable Commonwealth, State Territory or local authority.

16.8 Governing Law

This agreement shall be governed by the laws of Queensland and the parties submit to the non-exclusive jurisdiction of the Courts of Queensland and any Courts that may hear appeals from these courts.

16.9 Surviving obligations

The obligations contained in the following clauses are continuing obligations and will survive after this Agreement ends:

- (a) Clause 4.4 (Repayment);
- (b) Clause 5 (Intellectual property);
- (c) Clause 6 (Confidentiality);
- (d) Clause 7 (Announcements, acknowledgements and media);
- (e) Clause 9 (Records and quality assurance);
- (f) Clause 10 (GST);
- (g) Clause 11.2 (Consequences of termination) and 11.3 (Termination without giving reasons);
- (h) Clause 12 (Dispute resolution);
- (i) Clause 13 (Disclaimer, release and indemnity);
- (j) Clause 14 (Insurance);
- (k) Clause 15 (Warranty);
- (l) Clause 16.9 (Surviving obligations);

- (m) Clause 16.12 (Set-off); and
- (n) any other clause of this Agreement expressly stated to survive termination.

16.10 Notices

- (a) Unless expressly stated otherwise in this Agreement, all notices in connection with this Agreement must be in writing, signed by the sender (if an individual) or a Delegated Officer of the sender and marked for the attention of the person identified in the Details or, if the Recipient has notified otherwise, then marked for attention in the way last notified.
- (b) Notices will be deemed to have been given:
 - (i) if hand delivered, upon delivery;
 - (ii) if sent by prepaid postage, within five (5) Business Days after posting;
 - (iii) if sent by email, one (1) Business Day after sending, unless an undeliverable report is received, at which time the notice shall be resent.

16.11 Order of precedence

If there is any direct inconsistency between:

- (a) clauses 1 to 17 of 0 to this Agreement;
- (b) the Scheme Guidelines;
- (c) Schedule 1 to this Agreement;
- (d) Schedule 2 to this Agreement;
- (e) Schedule 3 to this Agreement;
- (f) Schedule 3 to this Agreement,

the provisions will take precedence in the above order to the extent necessary to resolve the inconsistency.

16.12 Set-off

QRIDA may at any time, set off an amount due for payment by the Recipient to QRIDA against any amount due for payment by QRIDA to the Recipient under this Agreement.

17. Definitions

Activity Assistance has the meaning given in item 12 of Schedule 1.

Application has the meaning given in item 7 of Schedule 1.

Approvals means all permits, approvals, licences and certificates required by law for the Project including, but not limited to, those required for construction and operation of any infrastructure delivered by the Project.

Background Intellectual Property means Intellectual Property owned or controlled by the Recipient, or developed by or licensed to the Recipient, including Intellectual Property developed prior to or independently of the Project, which QRIDA determines, in its sole discretion, is required for the development and exercise of the Project Intellectual Property.

Bank Account means the bank account specified in item 22 of Schedule 1, or such other bank account notified by the Recipient to QRIDA in writing.

Business Day means a day other than a Saturday, Sunday or public holiday in Brisbane, Queensland.

Chief Executive means the Chief Executive of the Department.

Claim means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand for any cost, loss, injury, damage or expense 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.

Commencement Date means the date specified as the Commencement Date in item 14 of Schedule 1.

Completion Report has the meaning given in clause 3(a)(ii).

Confidential Information means all information, trade secrets and knowledge of or disclosed by a party (**Discloser**) to another party (**Recipient**) that:

- (a) is by its nature confidential;
- (b) is designated or marked by the Discloser as confidential; or
- (c) the Receiver knows or ought to know is confidential,

and includes the terms of this Agreement and any information provided or received by a party pursuant to this Agreement, but does not include information which:

- (d) is or becomes public knowledge other than by breach of this Agreement or any other confidentiality obligation; or
- (e) is independently developed by a party having no knowledge of or access to the other party's Confidential Information.

Department means the Commonwealth government department administered by the Minister.

Dispute means any dispute, controversy, difference or Claim between the parties as to:

- (a) the construction of this Agreement;
- (b) the rights or obligations of a party under this Agreement; or
- (c) any other matter arising out of or relating to this Agreement including any question regarding the existence, validity or termination of this Agreement,

other than the one entitling a party to claim for urgent interim or interlocutory relief.

Eligible Activity has the meaning given in the Regulation.

Eligible Entity has the meaning given in the Regulation.

End Date means the date specified as the End Date in item 14 of Schedule 1.

Financial Assistance means the Activity Assistance and Remuneration Assistance (each excl GST) to be provided by QRIDA to the Recipient, to be paid in the Payment Claim Amounts.

Government Agency means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Intellectual Property includes all copyright (including any future copyright), Moral Rights, all rights in relation to inventions (including patent rights), registered and unregistered trade marks (including service marks), registered designs, circuit layouts and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

Maximum Activity Assistance has the meaning given in item 13 of Schedule 1 it being understood that any commitments will be limited to one financial year and any commitment beyond that will be contingent on QRIDA having received from government any and all necessary funds for any commitments in any subsequent year .

Maximum Remuneration Assistance has the meaning given in item 11 of Schedule 1.

Milestone means the milestones set out in item 16 of Schedule 1. **Milestone Amount** means the amount of the Financial Assistance payable for each Milestone, as set out in item 16 of Schedule 1. **Milestone Date** means the date for completion of a Milestone, as set out in item 16 of Schedule 1. **Milestone Requirements** means the requirements for completion of a Milestone, as set out in item 16 of Schedule 1.

Minister means the Drought Minister as defined in section 5 of the *Future Drought Fund Act 2019* (Cth).

Moral Rights has the meaning given to that term in the *Copyright Act 1968* (Cth).

Payment Claim means a claim by the Recipient for a payment of the Activity Assistance or Remuneration Assistance, which complies in all respects and is submitted by the Recipient in accordance with the Payment Claim Requirements.

Payment Claim Amount means the amount of the Financial Assistance payable for each Payment Claim, as set out in item 15 of Schedule 1.

Payment Claim Date means the date for completion of a Payment Claim Event, as set out in item 15 of Schedule 1.

Payment Claim Event means the payment claim events set out in item 15 of Schedule 1.

Payment Claim Requirements means the requirements for completion of a Payment Claim, as set out in item 16 of Schedule 1.

Personal Information has the meaning given in the *Information Privacy Act 2009* (Qld).

Subsequent claims has the meaning given in clause 3(a)(i).

Project means the Project described in item 6 of Schedule 1.

Project Completion Date means the date specified as the Project Completion Date in item 14 of Schedule 1.

Project Intellectual Property means Intellectual Property created during the course of the Project with the support of the Financial Assistance.

Project Location means the location set out in item 8 of Schedule 1.

RCTI or Recipient Created Tax Invoice has the meaning given to that term in the GST Act.

RDR Plan means the Recipient's regional drought resilience plan for the Relevant Region that is:

- (a) approved by the Minister;
- (b) published on the Department's website;
- (c) QRIDA is satisfied that it identifies the drought resilience activities to be implemented under the plan; and
- (d) the Chief Executive has, by notice given to QRIDA, approved the activities as Eligible Activities.

Regulation means the regulation specified in item 3 of Schedule 1.

Remuneration Assistance has the meaning given in item 10 of Schedule 1.

Representative of a party includes an employee, agent, officer, director, auditor, advisor, partner, consultant, joint-venturer, contractor or sub-contractor of that party.

Restricted Logos means the logos in item 21 of Schedule 1.

Schedule means any schedule or annexure to this Agreement.

Scheme has the meaning given in item 1 of Schedule 1.

Scheme Guidelines has the meaning given in item 2 of Schedule 1.

Signage means the signage required by clause 7.4.

Signage Costs means the costs of installing and maintaining the Signage.

Signage End Date means the date in item 20 of Schedule 1.

Signage Installation Date means the date in item 19 of Schedule 1.

State includes the Queensland Government, any of its departments or divisions, Ministers and the Ministers' departmental and personal advisers, government-owned corporations, any agent or representative of QRIDA, or a corporation or body constituted for a public purpose of the State of Queensland.

Term means the period between the Commencement Date and the End Date (inclusive).

Unexpected Event means any circumstance beyond the reasonable control of a party which results in that party being unable to perform an obligation on time, and includes, but is not limited to:

- (e) natural events like fire, storm, flood, landslide, washaway or earthquake;
- (f) health pandemics;
- (g) national emergency;
- (h) terrorist act;
- (i) war; or
- (j) an order of any Court.

Schedule 5 – Subsequent Claims

Milestone Claim form: [click here](#)

Remuneration Claim form: [click here](#)