

PROJECT SPECIFIC SCHEDULE (MAJOR CAPITAL WORKS)

This Project Specific Schedule forms part of the School Project Agreement between the Commonwealth of Australia as represented by the Department of Education, Employment and Workplace Relations and [insert name of relevant legal entity executing the School Project Agreement] ABN [insert] that was executed on [insert relevant date].

Item A Capital Works Project (Clauses 1, 2, 3, 6, 21, 22 and 44)

A1 Capital Works description

Application Number	
Project Specific Schedule Number	
Project Name	
School/Lead School Name	
DEEWR ID number	
State/Territory/Sector	
Major Capital Works	
Participating Cluster Schools/Consortium Members (If applicable)	This [is/is not] a cluster project. The Cluster Schools are: This [is/is not] a Consortium project. The Consortium Members are:

[Insert here a detailed description of the Capital Works to be undertaken, can include minor upgrade of facilities and may include equipment purchase]

A2 Site(s)

[Insert details of the Site on which the Capital Works will be undertaken. Include the Address Lot (or Block and Section) number and the Deposited Plan Number. For example:

The Site for the Trade Training Centre is 12 Bloggs Road, NSW, Lot 3 DP 12234.]

A3 Project Timeframe

A3.1 You agree to ensure the Milestones, activities or Reports set out in the middle column of the Project Timeframe Table below are completed or provided on or before the corresponding date set out in the first column of that table (subject to clause 2.11).

A3.2 Where the third column of the Project Timeframe Table specifies a linked payment of Funds to You, the BGA will only make that linked payment to You:

- if the BGA is satisfied that You have provided or completed the relevant Milestone, activity or Report set out in the middle column of the Project Timeframe Table to the standard required by this School Project Agreement; and
- in accordance with the provisions of the Master BGA Funding Agreement.

Project Timeframe Table

Due Date	Description of Milestone/Report/Activity	Linked Payment by BGA to You
	<p>Milestone 1: Execution</p> <p>Execution of this School Project Agreement</p>	<p>Payment No 1 to You</p> <p>10% of Capital Works component of Funding as set out in Item D1.1 =</p> <p>\$XXX \$XX (GST)</p> <p>Project Management component (Item D1.2) =</p> <p>\$XXX \$XXX (GST)</p> <p>Total =</p> <p>\$XXX + \$XXX (GST)</p>
<ul style="list-style-type: none"> • [Insert date] (Date for Commencement of Capital Works) 	<p>Milestone 2: Commencement of Capital Works</p> <ul style="list-style-type: none"> • Capital Works have commenced 	<p>Payment No 2 to You</p> <p>40% of Capital Works component of Funding (as set out in Item D1.1) =</p> <p>\$XXX + \$XXX (GST)</p>
<ul style="list-style-type: none"> • [Insert date] (Date for Midpoint of Construction) • Within 8 Business Days of Date for Midpoint of Construction. 	<p>Milestone 3: Midpoint of Construction</p> <ul style="list-style-type: none"> • Midpoint of Construction of Capital Works has been achieved • Progress Report due to BGA (refer Item C1) 	<p>Payment No 3 to You</p> <p>40% of Capital Works component of Funding (as set out in Item D1.1) =</p> <p>\$XXX+ \$XXX (GST)</p>
<ul style="list-style-type: none"> • [Insert date] (Date for Practical Completion of Capital Works) 	<p>Milestone 4: Practical Completion</p> <ul style="list-style-type: none"> • Practical Completion of Capital Works (requirements of clause 2.7 are met) 	<p>Payment No 4 to You</p> <p>10% of Capital Works component of Funding (as set out in Item D1.1) =</p> <p>\$XXX</p> <p>Recognition component (as set out in Item D1.3) =</p> <p>Total =</p> <p>\$XXXXX+ \$XXX (GST)</p>

Due Date	Description of Milestone/Report/Activity	Linked Payment by BGA to You
<ul style="list-style-type: none"> • [Insert date] (Date for Commencement of Trade Training Centre) 	<p>Milestone 5: Commencement of TTC</p> <p>Commencement of Trade Training Centre (requirements of clause 9 are met)</p>	None
<ul style="list-style-type: none"> • [Insert date](1 month after date of commencement of Trade Training Centre) 	<p>Final Acquittal Statement to be provided (see clause 18.2)</p>	None

A3.3 You agree to provide to Us with a finalised timeframe (**Final Timeframe**) for the School Project within 10 Business Days of the completion of the tender process for construction of the Capital Works, which includes a breakdown of deliverables, milestones and activities and due dates for such and which must be, subject to Item A3.4 below, consistent with the Project Timeframe Table.

A3.4 Where we consider that the Final Timeframe varies significantly to the Project Timeframe Table above, We will advise you, in writing, whether We consider that a variation to this Project Specific Schedule is required to accommodate the amended timeframe. If We consider that a variation to this Project Specific Schedule is required to accommodate the amended timeframe the parties agree to vary this Project Specific Schedule in accordance with clause 33(b).

A4 The Project Leader

Name: **[Insert name of Project Leader for this School Project]**

Postal Address: **[Insert details]**

Street Address: **[Insert details]**

Email Address: **[Insert Details]**

Telephone: **[Insert details]**

Facsimile: **[Insert details]**

A5 Role of the Project Leader

The Project Leader must oversee the conduct of the School Project and the operation of the Trade Training Centre (once the Capital Works are completed) for the School Project.

Item B The Trade Training Centre (Clauses 9, 11, 12 and 44)

B1 Trade Training Centre

Once completed the Capital Works for this School Project must form the **[Insert: Eg "Trade Training Centre at X High School"]**

B2 Designated Use

The completed Capital Works and any Assets must be used as, in, or as part of, a centre for training secondary school students in the trades of:

[Insert: Eg Hospitality, Furniture Making, Engineering]

B3 Approved Training Courses

B3.1 You agree to, during the Training Obligation Period ensure the following training courses ("Approved Training Courses") are delivered at the Trade Training Centre:

[Insert. Eg Certificate III in Automotive Electrical Technology]

B3.2 You agree to ensure that where the Approved Training Courses specified in Item B3.1 are replaced or updated by reason of amendments to the Training Package that We approve, You deliver those qualifications as replaced or updated in accordance with the amendments to the Training Package..

Item C Reports (Clauses 18 and 44)

C1 Progress Report during the Capital Works Phase

C1.1 During the Capital Works Phase, You agree to provide a progress Report to the BGA on the conduct of the Capital Works on or before the date set out in the Project Timeframe Table.

C1.2 The progress Report must contain the following information:

- (a) an outline of Your progress with respect to the Capital Works;
- (b) a statement that You are satisfied that the Capital Works is progressing satisfactorily and evidence that the Midpoint of Construction for the Capital Works has been achieved;
- (c) the income and expenditure to date in respect of the Funding for the School Project; and
- (d) any other information which We or the BGA request You to include at least 10 Business Days before the Progress Report is due.

C1.3 Unless the BGA specifies otherwise, You agree to provide the BGA with 2 hard copies and an electronic copy in Microsoft Word of the Progress Report.

C2 Reporting during the Training Obligation Period

C2.1 During the Training Obligation Period, You agree to provide Us with a written report by 01 March in each calendar year containing the following data pertaining to the previous academic year (or part thereof, depending on the date of commencement of the Trade Training Centre):

- a) number of students who have commenced the Approved Training Courses delivered at the Trade Training Centre;
- b) number of students who have completed the Approved Training Courses, or part thereof, delivered at the Trade Training Centre; and
- c) such other information as We may reasonably request You to include at least 10 Business days before the relevant written Report is due.

C3 Reporting during the Designated Use Period

C3.1 From the end of the Training Obligation Period for the remainder of the Designated Use Period You agree to provide Us, if requested by Us to do so, a written Report that provides the following information:

D4.4 Where the Final Budget is less than the total amount payable by Us to You as specified in Item D1, We will advise you, in writing, whether We consider that a variation to this Project Specific Schedule is required to downwardly adjust the amount payable by Us to You. If We consider that a variation to this Project Specific Schedule is required to downwardly adjust the amount payable by Us to You the parties agree to vary this Project Specific Schedule in accordance with clause 33(b).

Item E Assets (Clauses 7,14 and 44)

E1 List of Assets

[Drafters insert list of Assets the School is to purchase with the Funds]

E2 Assets Register

E2.1 You agree to keep an Assets Register in which You will record:

- (a) the date of purchase of the Asset;
- (b) purchase price of the Asset;
- (c) Asset description;
- (d) Asset location;
- (e) co-ownership information;
- (f) depreciation value;
- (g) the proportion of the Funds used to create or acquire the Asset; and
- (h) (where relevant) details of Asset disposal including, but not limited to, the sale price and method of disposal.

E3 Application of clause 14.3

[State whether or not clause 14.3 applies.].

Signed for and on behalf of
Commonwealth of Australia

by **[insert name of Departmental representative and their position]**,
represented by and acting through the
Department of Education, Employment and
Workplace Relations **ABN**
63 578 775 294, in the presence of:

(Signature of Witness)

(Name of Witness in full)

(Date)

(Signature of Departmental Representative)

(Name of Departmental Representative)

(Date)

Signed for and on behalf of **[insert legal name of School if it is a separate legal entity, or it not, insert name of the legal entity that is responsible for the School]** by **[insert name of School / responsible entity Representative and their position]**, in the presence of:

(Signature of Witness)

(Name of Witness in full)

(Date)

(Signature of Representative)

(Name of Representative)

(Date)