
Dated 13 April

2018

**The State of Victoria acting through the Department of Health &
Human Services**

and

Australian Football League
(ACN 004 155 211)

Funding and Commitment Deed

Department of Health & Human Services
50 Lonsdale Street
Melbourne, Victoria 3000

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PARTIES:

THE STATE OF VICTORIA ACTING THROUGH THE DEPARTMENT OF HEALTH & HUMAN SERVICES (ABN 93 785 850 801) of 50 Lonsdale Street, Melbourne, Victoria 3000 (**State** or **DHHS**)

AUSTRALIAN FOOTBALL LEAGUE (ACN 004 155 211) of AFL House, 140 Harbour Esplanade, Docklands VIC 3008 (**AFL**)

RECITALS:

- A** The AFL proposes to undertake the Works to redevelop certain parts of the Stadium.
- B** The State has agreed to provide funds for the purposes of the Works and to secure certain other obligations and commitments from the AFL on the terms set out in this Deed (**Funds**).
- C** The State is required by law to ensure accountability for funds it provides to third parties and accordingly, the AFL is required to be accountable for the Funds provided to it by the State.
- D** In consideration of the State providing the Funds to the AFL, the AFL has agreed to perform the Works in accordance with the terms set out in this Deed and to be bound by the other obligations and commitments set out in this Deed involving the development, infrastructure, branding and promotion of sport within the State of Victoria.
- E** DHHS has agreed with DEDJTR, Development Victoria and Visit Victoria that it will negotiate and enter into this Deed on behalf of itself and those other government agencies (which the AFL acknowledges are key stakeholders in the Project).

THE DEED:

The Deed between the parties in respect of the Funds is constituted by this Formal Instrument of Agreement and the following schedules which are set out in order of precedence:

- Schedule 1: Details;
- Schedule 2: Funding Structure;
- Schedule 3: Operative Provisions;
- Schedule 4: Works;
- Schedule 5: AFL Commitments;
- Schedule 6: Branding and Promotion Agreement;
- Schedule 7: Agreed Principles;

Schedule 8: Project Management Plan;
Annexure A: New Quay Site.

EXECUTED AS A DEED

Executed by the State

EXECUTED by the Minister for Sport and Recreation for the THE DEPARTMENT OF HEALTH & HUMAN SERVICES on the 13 day of APRIL 2018:



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Signature of

FURTHER EXECUTED by the Treasurer of Victoria for the THE STATE OF VICTORIA on the 13 day of APRIL 2018:

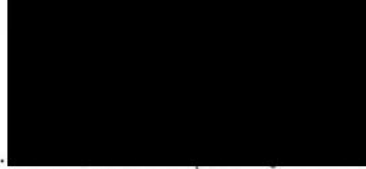
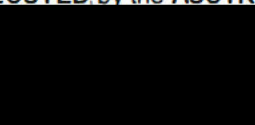
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Signature of

Executed by the AFL

EXECUTED by the AUSTRALIAN FOOTBALL LEAGUE on the 1 day of [REDACTED] 2018:



Signature of Director

Signature of Director / Company Secretary

[Handwritten signature: GILION MCLACHLAN]

Name of Director (block letters)

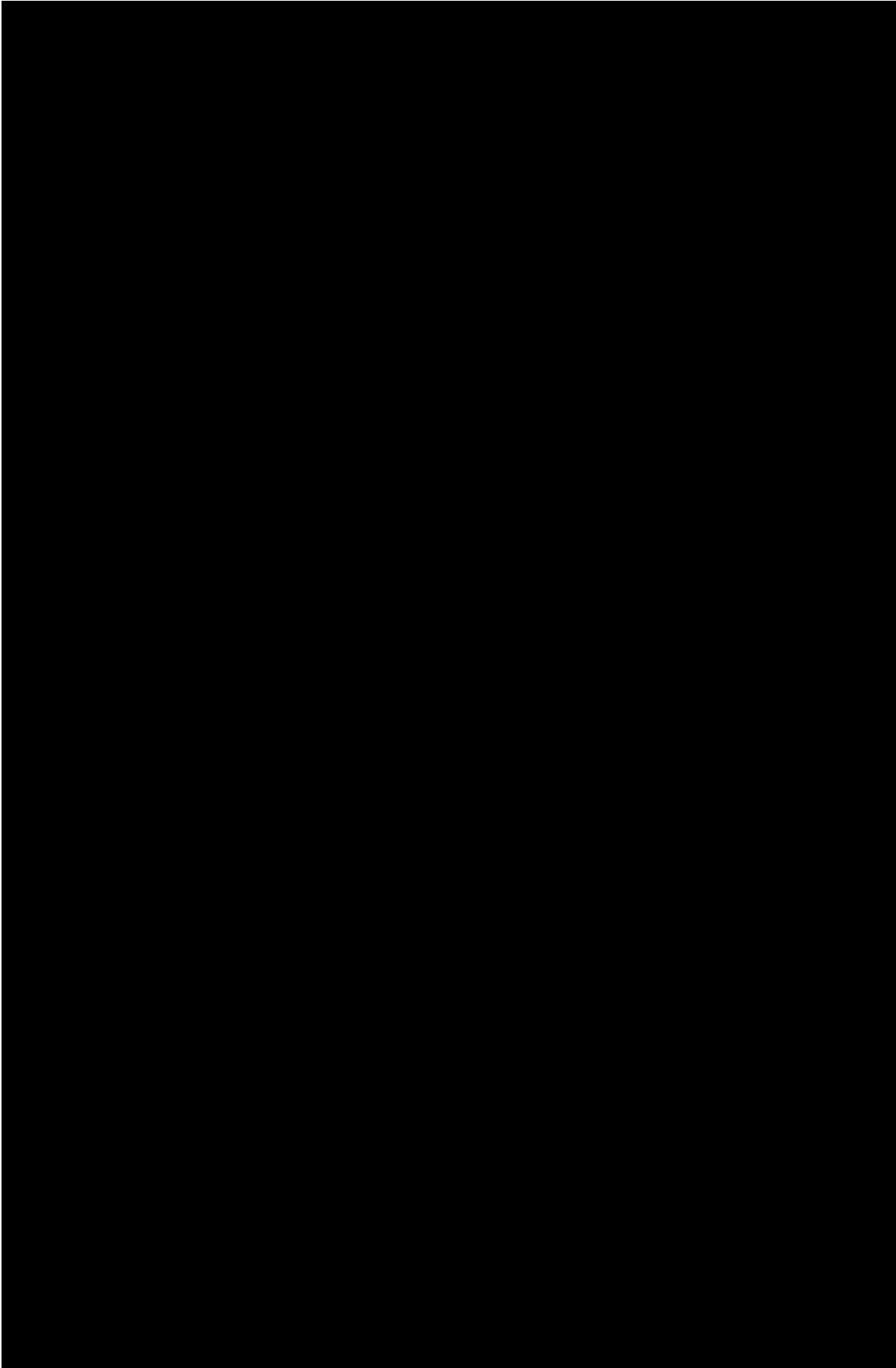
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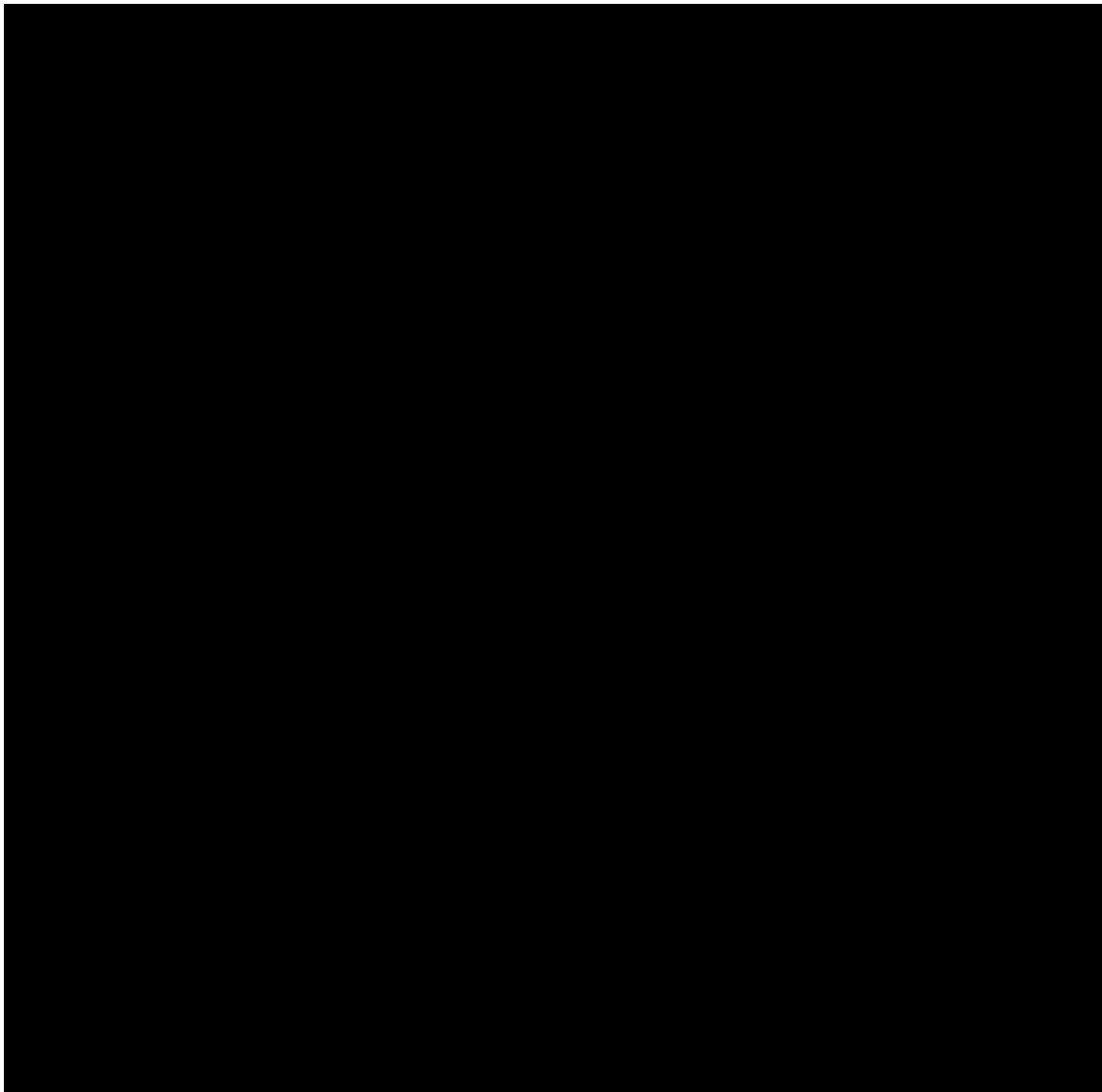
Name of Director / Company Secretary (block letters)

SCHEDULE 1: DETAILS

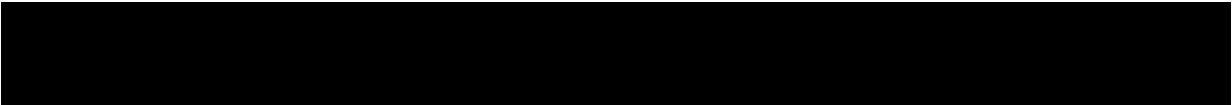
- Item 1 AFL: Australian Football League (ACN 004 155 211)
(clause 1.1)
- Item 2 Commencement Date: The date upon which DHHS executes this Deed
(clause 1.1)
- Item 3 Expiry Date: 31 December 2057
(clause 1.1)
- Item 4 State Supervising Officer: Name: Justin Burney
Position: Director, Sport and Recreation
Email: [REDACTED]
Telephone: [REDACTED]
(clause 1.1)
- Item 5 AFL's Principal Officer: Name: Ray Gunston
Position: General Manager – Infrastructure, Major
Projects and Investments
Contact Details:
Email: [REDACTED]
Telephone [REDACTED]
(clause 1.1)
- Item 6 Address of AFL: AFL House, 140 Harbour Esplanade, Docklands VIC
3008
(clause 20)
- Item 7 Address of DHHS: 50 Lonsdale Street, Melbourne, Victoria 3000
(clause 20)
- Item 8 Person to provide certificate: The AFL's Principal Officer
(clause 7.1(a)(ii))

SCHEDULE 2: FUNDING STRUCTURE





| | | |
|-------|--|---------------|
| Total | | \$225,000,000 |
|-------|--|---------------|



SCHEDULE 3: OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed including the recitals, the following definitions apply, unless the context otherwise requires:

AFL means the party stated in Schedule 1, Item 1, and includes, where the context so permits, the officers, employees, agents and subcontractors of the AFL and the AFL's successors and assigns;

AFL's Principal Officer means the person stated in Schedule 1, Item 5;

Approval means any approval from all relevant statutory or other authority required or desirable to be obtained for the carrying out of the Works, including planning permits and building permits for the use and occupation of the Stadium and following Practical Completion of all or any part of the Works, any necessary development consent, building approval and Occupancy Permit;

Asset Management Plan means a plan dated January 2017 provided by the AFL to Development Victoria and/or DHHS (as amended from time to time) for the optimal operation, maintenance and repair of the Stadium;

BCA means the Building Code of Australia, as defined in the Building Regulations 2006;

Branding and Promotion Agreement means the branding and promotion agreement to be entered into between Visit Victoria and the AFL pursuant to clause 9.10;

Builder means the person or persons engaged under a Building Contract (if any) to perform all or part of the Works;

Building Contract means the contract (if applicable) between the AFL and the Builder in relation to the Works;

Business Day means a day (not being a Saturday or Sunday) on which banks are open for general banking business in the Melbourne central business district;

Capital Expenditure Plan means the capital expenditure plan for the Works approved by the State in accordance with clause 4.1 and as varied by the Project Control Group from time to time;

Claim include action, proceeding, suit, claim, causes of action, arbitration, verdict and judgment either at law or in equity or arising under a statute;

Commencement Date means the date stated in Schedule 1, Item 2;

Date of Practical Completion means the date of completion for the Works as specified in the Notice of Practical Completion;

DEDJTR means the Department of Economic Development, Jobs, Transport and Resources;

Deed means this Funding and Commitment Deed (including its associated annexures and schedules);

Designated Period has the meaning given to that term in clause 9.1(a);

Designated Use means the use of the Stadium in a manner consistent with clause 5.1 of the Registrable Agreement;

Development Victoria means Development Victoria as the statutory authority established under the *Development Victoria Act 2003* (Vic);

DHHS means the Department of Health & Human Services, Sport and Recreation Victoria;

DHHS Material means any material provided by DHHS to the AFL for the purposes of this Deed or which is copied or derived from material so provided;

Dispose means selling, leasing or sub-leasing, licensing or sub-licensing, assigning or otherwise transferring or giving up ownership or the right to occupy or use, or to enter into an agreement to do any of the preceding acts;

Docklands Partnering Agreement means an agreement between Development Victoria and the AFL in connection with the matters described in clause 9.7 and any applicable ancillary agreements;

Expiry Date means the date stated in Schedule 1, Item 3;

Force Majeure Event means any of the following events or circumstances which is beyond the control of the parties:

- (i) war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, martial law, terrorism, sabotage or confiscation by order of any Government; or
- (ii) an earthquake, flood, fire, lightning, cyclone, typhoon, tsunami, volcanic activity or landslide;

Funds is the fixed amount stated in Schedule 2 payable by the State to the AFL in connection with the Works and the AFL's other obligations under this Deed;

GST means GST within the meaning of the GST Act;

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended;

Information has the meaning given in clause 12(a);

Insolvency Event means any of the following events in respect of a particular entity:

- (i) it becomes insolvent;
- (ii) a receiver, receiver and manager, administrator, controller, provisional liquidator or liquidator is appointed or it enters into a scheme of arrangement with its creditors or is wound up;
- (iii) it assigns any of its property for the benefit of creditors or any class of them; or
- (iv) a distress, attachment or other execution is levied or enforced against it in excess of \$500,000;

Laws includes all Acts of the Parliaments of Australia and the State of Victoria and all regulations, by-laws, awards and orders made thereunder and the lawful requirements of public, municipal and other competent authorities in any way affecting or applicable to the Works or the Project;

Major Event means a sporting or public event which is determined by DHHS, Visit Victoria or otherwise by the State to be an event of major significance for Victoria;

Material includes documents, records, equipment, software, goods and any medium whatsoever in which information is embodied;

MCC means the Melbourne Cricket Club ABN 92 871 871 964, being a body incorporated pursuant to the *Melbourne Cricket Club Act 1974*;

MCC Agreement means the agreement dated 11 April 1990 (as amended) entered into between the AFL and the MCC regarding the use of the Melbourne Cricket Ground;

Milestone means a milestone described in the table set out in Schedule 2;

MSL means Melbourne Stadiums Limited ACN 098 476 594 (or any subsequent owner of the management rights for the Stadium);

Notice of Practical Completion means, in relation to the Works, a notice in writing from the Building Surveyor to the AFL and the State:

- (i) confirming that the redeveloped Stadium has achieved Practical Completion and stating the Date of Practical Completion;

- (ii) setting out the date for the conclusion of the defects liability period for the Works; and
- (iii) enclosing copies of all Occupancy Permits and all other documents referred to in limb (iv) of the definition of Practical Completion that are required to be issued in respect of the Stadium;

Occupancy Permit mean any permit or approval necessary for any part of the Stadium to be permitted to be occupied and used in accordance with the nature of that part of the Stadium and as contemplated by this Deed including any permit required by the *Building Act 1993* (Vic) (as that term is defined in that Act);

Panel means the panel established in accordance with clause 17(c) which shall consist of an equal number of nominated senior representatives of each of the State and the AFL;

Personnel means officers, employees, agents and subcontractors;

Practical Completion in relation to the redevelopment of the Stadium means the stage where:

- (i) the Works are complete save for minor defects which do not affect (and the rectification of which will not affect) the use of the Stadium;
- (ii) the redeveloped Stadium is fit for occupation and use;
- (iii) the commissioning of essential services and other services in the redeveloped Stadium (including fire services, heating and air conditioning) has been undertaken in accordance with the requirements of the BCA and the Victorian Capital Development Guidelines, Series 7, Fire Risk Management, and certification of the completion of commissioning has been provided by independent assessors; and
- (iv) the AFL has obtained all permits, Approvals, consents and certificates, including Occupancy Permits, that are required for the occupation and use of the redeveloped Stadium;

Project means the Works and the completion of the other commitments and undertakings of the AFL under this Deed;

Project Control Group means the group established pursuant to clause 4.2;

Project Management Plan means a project management plan adopted by the Project Control Group (as amended from time to time) in connection with the Works, including an itemised cost plan for the Works;

Records means records accounting for the Funds that the AFL is required to maintain under clause 7.2(a);

Registrable Agreement means the Registrable General Agreement between Urban Renewal Authority Victoria and Australian Football League dated 2 November 2016;

Stadium means sports stadium known as at the Commencement Date as "Etihad Stadium", being the stadium owned by the AFL and located at 740 Bourke Street, Docklands, Victoria, but for the avoidance of any doubt excluding AFL House;

Stadium Precinct means the Stadium and adjacent areas and includes any buildings and any improvements to be constructed on the Stadium Precinct together with any landscaping to be carried out as part of the Works and includes those fixtures and fittings that are necessary for or desirable for the use and occupation of the buildings and other improvements;

State means the State of Victoria, acting through, subject to clause 23.2, DHHS;

State Supervising Officer means the person nominated in Schedule 1, Item 4 or as notified in writing from time to time;

Term means, subject to any express provision in this Deed to the contrary, the period commencing on the Commencement Date and concluding on the Expiry Date;

Transaction Document means:

- (a) this Deed;
- (b) the Docklands Partnering Agreement (and its associated ancillary documents); and
- (c) the Branding and Promotion Agreement;

Valuer-General has the meaning given to that term in the *Valuation of Land Act 1960* (Vic);

Visit Victoria means Visit Victoria Limited ACN 611 725 270; and

Works means the building and construction works (and any related works including demolition required on site and site cleaning) in relation to Stage 1 of the redevelopment of the Stadium as generally described in Schedule 4 and the Capital Expenditure Plan, and then as varied by the Project Control Group from time to time in accordance with the Project Management Plan.

1.2 Interpretation

In this Deed unless the contrary intention appears:

- (a) words in the singular include the plural and vice versa;

- (b) words importing a gender include any other gender;
- (c) words importing persons include a partnership and a body whether corporate or otherwise;
- (d) a recital, schedule, annexure or a description of the parties forms part of this Deed;
- (e) a reference to any party to this Deed includes that party's executors, administrators, substitutes, successors and permitted assigns;
- (f) a reference to a document includes a reference to the document as amended or replaced;
- (g) where the expression 'including' or 'includes' is used it means 'including but not limited to' or 'including without limitation'.
- (h) where an expression is defined, another part of speech or grammatical form of the expression has a corresponding meaning;
- (i) a reference to 'Stadium Precinct' or 'Stadium' includes any part of the Stadium Precinct or Stadium respectively, as the context requires; and
- (j) all references to dollars are to Australian dollars and this Deed uses Australian currency.

2 SUMMARY OF THE PARTIES' OBLIGATIONS

2.1 State's Obligations

The State shall provide the Funds to the AFL in accordance with clause 5 to enable the AFL to undertake the Works and as consideration for the AFL complying with its other obligations under this Deed.

2.2 AFL's Obligations

The AFL shall:

- (a) undertake the Works and redevelop the Stadium as required under this Deed; and
- (b) comply with its other obligations under this Deed.

2.3 Obligations not limited

Nothing in this clause 2 shall limit the obligations of any party set out elsewhere in this Deed.

3 TERM OF THIS DEED

This Deed will continue to operate for the duration of the Term.

4 PROJECT

4.1 Capital Expenditure Plan

- (a) By no later than 90 days after the appointment of design Personnel for the design of the Works, the AFL must submit to the Project Control Group a Capital Expenditure Plan for the Project Control Group's approval (with such approval not to be unreasonably withheld).
- (b) The Project Control Group will review the Capital Expenditure Plan provided by the AFL under clause 4.1(a) within a reasonable time from the date it is received by the Project Control Group. If the State requires any changes to the Capital Expenditure Plan as proposed by the AFL, the Project Control Group will meet to discuss any such changes.
- (c) Without limiting any of the above, the parties agree to work together in good faith to agree on a Capital Expenditure Plan which is in a form able to be approved by the Project Control Group as soon as reasonably practicable after the Commencement Date.

4.2 Project Control Group

- (a) By no later than 30 days after the Commencement Date, the parties agree to establish a Project Control Group comprised of the following persons:
 - (i) the State Supervising Officer, a representative from DEDJTR and a representative from Development Victoria; and
 - (ii) the AFL's Principal Officer and two other representatives nominated by the AFL.
- (b) The role of the Project Control Group will include (but not be limited to the following functions):
 - (i) ensuring the Funds are utilised by the AFL in accordance with the Project Management Plan (or as otherwise approved by the Project Control Group) and the Capital Expenditure Plan;
 - (ii) monitoring compliance by each party of their obligations under this Deed with respect to the Works;
 - (iii) overseeing the completion of the Works;
 - (iv) ensuring each of the Milestones are achieved as part of the provision of the Funds by the State; and

- (v) such other functions as are described in the Project Management Plan.
- (c) The Project Control Group will meet on at least a monthly basis from the Commencement Date until the Date of Practical Completion in order to undertake its functions described in clause 4.2(b) except to the extent it resolves to meet at alternative intervals from time to time.
- (d) The operation of the Project Control Group will be conducted in accordance with the principles and processes set out in the Project Management Plan.
- (e) The parties acknowledge and agree that any disputes or deadlocks arising in connection with a matter being considered or otherwise determined by the Project Control Group will be dealt with in accordance with the process set out in clause 17.

4.3 Project Management Plan

- (a) The AFL and the State must work together to develop a Project Management Plan that is:
 - (i) submitted to the Project Control Group within 30 days of the Commencement Date; and
 - (ii) approved by the Project Control Group within 90 days of the Commencement Date,

with any such Project Management Plan to be in substantially the form set out in Schedule 8.
- (b) The AFL must undertake the Works in accordance with the Project Management Plan and must not make any amendment to the Works or the Project Management Plan that would substantively alter the:
 - (i) nature of, or the manner of completion of, the Works as provided for in the Project Management Plan and the Capital Expenditure Plan;
 - (ii) the nature of items on which the Funds are to be spent as provided for in the Project Management Plan or the Capital Expenditure Plan; or
 - (iii) consistency of the Works with the other obligations and commitments of the AFL under this Deed,

without the prior written approval of the Project Control Group.

- (c) To the extent of any inconsistency between this Deed and the Project Management Plan, this Deed will take precedence.

4.4 General Obligations of the AFL

In undertaking the Works, the AFL must:

- (a) unless otherwise approved by the Project Control Group in accordance with the Project Management Plan, engage all required contractors and consultants via open tender processes that meets the reasonable requirements of the State (including the Code of Practice for the Building and Construction Industry 1999, Ministerial Directions No 1 & 2) for undertaking any work or providing any service;
- (b) oversee all design, construction and related work, and ensure that it:
 - (i) is thorough and workmanlike;
 - (ii) is in accordance with the applicable Building Contract, the Project Management Plan, Capital Expenditure Plan and the agreed principles in Schedule 7; and
 - (iii) complies with all relevant Laws;
- (c) unless otherwise approved by the Project Control Group in accordance with the Project Management Plan, engage an experienced project manager to manage the Works, noting that the AFL may elect to bring part of the project management function in-house. The AFL acknowledges that it will appoint a registered and licensed independent project manager to undertake any certification of the Works and to assist with any significant dispute resolution;
- (d) exercise due care, skill and judgement and at all times act in accordance with the highest professional principles and standards;
- (e) observe and comply with all relevant Laws;
- (f) have regard to such reasonable requirements as may be conveyed to the AFL from time to time by the State and/or the Project Control Group;
- (g) maintain accurate and detailed accounting records as to the expenditure of the Funds in accordance with clause 6; and
- (h) consult with the State before it seeks to implement any activity or enter into any agreement which is inconsistent with its other commitments and obligations under this Deed.

4.5 Documents required

The AFL must provide to the Project Control Group such reports and other documentation as is required under the Project Management Plan.

4.6 Design obligations

The AFL must:

- (a) procure all necessary Approvals for the Works and provide the Project Control Group with a copy of each such Approval promptly on request;
- (b) ensure the Works are completed with the level of skill and care of a prudent and competent professional;
- (c) incorporate relevant universal design principles within the newly developed areas of the Stadium and explore opportunities to enhance universal access in existing areas of the Stadium;
- (d) due to the significance of the Works and positioning of the Stadium within Melbourne, consult with the Office of the Victorian Government Architect on the design of the Works; and
- (e) ensure that the Works are designed and completed in accordance with all regulatory requirements of the State and local government authorities, including in accordance with the agreed principles in Schedule 7.

4.7 Construction obligations

The AFL must:

- (a) ensure that all subcontractors hold the required registration and licences in respect of the Works they are to perform;
- (b) obtain all necessary Approvals and complete the Works in accordance with the Project Management Plan; and
- (c) provide a Notice of Practical Completion to the Project Control Group and the State without delay upon Practical Completion of the Works.

4.8 Assumption of risk for the Works

- (a) The AFL is fully responsible for the completion of the Works and for ensuring compliance with the requirements of this Deed and all applicable Laws and will not be relieved of that responsibility because of any:
 - (i) involvement by the State in the completion of the Works (except to the extent the failure by the AFL to complete the Works or comply with the other requirements of this Deed arises as a direct

consequence of a decision by the Project Control Group being delayed unreasonably by an act or omission of the State);

- (ii) payment of the Funds to the AFL in connection with the Works; or
 - (iii) subcontracting of all or any part of the Works.
- (b) The AFL accepts all risks in respect of, and the State does not accept any risk for, the conduct of the Works including without limitation all risks of and associated with the design, construction and commissioning of the Works, including, without limitation, the risk of the actual cost of the design, construction and commissioning of the Works being greater than anticipated.
- (c) The AFL:
- (i) must not make any Claim for compensation or damages against the State nor bring any Claim against the State in relation to the Works or the development of the Stadium; and
 - (ii) indemnifies and will keep indemnified the State and its officers and agents in all its capacities in respect of any Claims whatsoever brought against the State or its Personnel by any party arising out of or in respect of the Works including with respect to any:
 - (A) loss of or damage to third party property;
 - (B) injury, illness or death of a third party; or
 - (C) negligent act or omission or unlawful action of the AFL or any of its Personnel in connection with the Works,

except to the extent the Claim arises as a direct consequence of a decision by the Project Control Group being delayed unreasonably by an act or omission of the State.

4.9 Scope or Timing of Project

If the AFL becomes aware of any matter which may materially change the time involved in completing the Works, it shall give written notice to the Project Control Group as soon as reasonably possible in the circumstances.

5 PAYMENT OF FUNDS

5.1 Funding

- (a) The State agrees to pay to the AFL the Funds specified in Schedule 2 after the completion of each applicable Milestone by the AFL. A Milestone will

be considered to be completed by the AFL when the AFL has satisfied all criteria for completion of the Milestone set out in Schedule 2 to the satisfaction and acceptance of the State (acting reasonably). Payment must be made within 30 days of completion of the Milestone or receipt of the relevant invoice (whichever is the later).

- (b) Despite any other clause of this Deed, the AFL is not entitled to receive, and the State is not obliged to pay, or if the AFL has received any Funds, the AFL is not entitled to spend, any amount of the Funds if the AFL has committed a material breach of any of its obligations under this Deed and the State has given the AFL written notice of such breach and such breach has not been remedied to the State's satisfaction (acting reasonably).

5.2 Acknowledgement

The AFL acknowledges and agrees that the total of the Funds is a fixed amount.

5.3 GST

- (a) In this clause, expressions set out in italics bear the same meaning as those expressions in the GST Act.
- (b) The State and the AFL will maintain registration for the purpose of receiving and supplying taxable supplies under the GST Act.
- (c) Unless otherwise stated, an amount payable by the State under this Deed in respect of a *supply* by the AFL that is a *taxable supply*, represents the GST exclusive value of the *supply* and the State shall pay to the AFL any applicable GST in respect of the *supply* in addition to the amount stated.

6 FUNDS USE AND ACCOUNTS

6.1 General

- (a) The Funds shall be expended by the AFL only for the purposes of performing the Works and in accordance with:
 - (i) the Project Management Plan and the Capital Expenditure Plan;
and
 - (ii) the terms and conditions set out in this Deed.
- (b) The AFL must keep proper accounts and records of its transactions and affairs in relation to use of the Funds in accordance with accounting principles generally applied in commercial practice and as required by Law, and shall do all things necessary to ensure that all payments made using the Funds are correctly made and properly authorised, and that adequate control is maintained over the incurring of liabilities.

- (c) The Funds shall not be used as security for the purposes of obtaining commercial loans nor for the purpose of meeting any of the AFL's existing loan obligations.
- (d) Monies earned by the AFL from interest on the Funds shall be used and dealt with by the AFL as if those monies earned were part of the Funds and used by the AFL in accordance with the Project Management Plan or as otherwise approved by the Project Control Group.
- (e) The AFL acknowledges that:
 - (i) if it fails to attract sufficient funding or sponsorship for the Works, the State is under no obligation to provide additional funds for the Works or the Project more generally;
 - (ii) the State's involvement in the Works is limited to the obligations the rights and obligations set out in or prospectively created by this Deed, and that the State is otherwise in no way responsible for undertaking or completing the Works;
 - (iii) the Funds do not constitute a gift from the State but are a capital contribution being provided by the State to the AFL on the terms and conditions of this Deed;
 - (iv) the Funds are a contribution towards the cost of the Works, and any costs taxes, duties, fees and disbursements in excess of the Funds that are required for the Works are to be met by the AFL; and
 - (v) the State is under no obligation to provide assistance, financial or otherwise, for any recurrent costs of maintenance of the Stadium during the period of construction or after the completion of the Works.

6.2 Project Account

- (a) The State's obligation to provide the Funds to the AFL is subject to the AFL having established, within 30 days of the Commencement Date, a separate interest bearing bank account (**Project Account**) into which the Funds are to be paid and any interest on the Funds retained until expended in accordance with clause 6.1(d), or such other account or financial facility as may be approved by the Project Control Group.
- (b) The Project Account must:
 - (i) be established with a major Australian trading bank with a AAA credit rating approved by the State;

- (ii) be in the name of the AFL; and
 - (iii) be deposited in an interest earning account, with all interest to be paid into the Project Account.
- (c) The AFL must:
- (i) ensure that the Project Account does not, at any time during the term of this Deed, contain any monies other than the Funds and interest earned on the Funds or any additional funding deposited by the AFL (and interest earned on those funds) as approved by the Project Control Group from time to time;
 - (ii) notify the State of the identifying details of the Project Account and notify the State of any changes to those details; and
 - (iii) every six months or as otherwise requested by the State, commencing three months after the Commencement Date, until the Date of Practical Completion, provide to the Project Control Group a statement of the funds in the Project Account.

6.3 Drawing on the Project Account

- (a) The AFL may draw on funds from the Project Account as contemplated under the Project Management Plan or as otherwise approved by the Project Control Group.

■ [Redacted text block]

■ [Redacted text block]

■ [Redacted text block]

[Redacted text block]

■ [Redacted text block]



6.4 Reporting

- (a) Apart from as required elsewhere in this Deed, the AFL will provide the Project Control Group and the State with appropriate information and reports on the Funds and the status of the Works as required under the Project Management Plan.
- (b) As and when requested by the State, the AFL must give the Project Control Group and the State audited financial statements which show all monies provided by the State and all expenses paid using the Funds. The parties acknowledge that any costs incurred in procuring an audit of such financial statements is to be treated as a project cost which is to be paid out of the Funds.

6.5 Other contributions

The AFL must:

- (a) promptly notify the State in writing of the amount and source of any funding or other contributions for the Works (other than Funds provided under this Deed) and, if requested by the State, must provide to the State details of any arrangements entered into, or proposed to be entered into, in respect of such other funding or contributions;
- (b) ensure that the sources of additional funding or the terms on which any other funding or contributions are provided to the AFL for or in connection with the Works are:
 - (i) not inconsistent with the terms of this Deed;
 - (ii) not derived from sources associated with any of the following:
 - (A) criminal activities;
 - (B) the sale or distribution of tobacco or tobacco related products; or
 - (C) the abuse or vilification of women; and
 - (iii) do not, in any way, limit or affect the AFL's ability to comply strictly with its obligations, or the State's ability to exercise its rights, under this Deed; and
- (c) ensure that such contributions do not result in the Funds being used for any purpose other than in connection with the Works or as otherwise contemplated under this Deed.

7 AUDIT AND RECORD KEEPING

7.1 Audit

- (a) On request from the State, the AFL shall provide to the State:
 - (i) an audited statement of receipts and expenditure in respect of the Works which shall include a definitive statement as to whether the financial accounts are true and fair, and a statement of the balance of the Project Account; and
 - (ii) a certificate certifying that all of the Funds received were expended for the purpose of and in accordance with the Project Management Plan and the other requirements of this Deed.
- (b) The audit referred to in clause 7.1(a)(i) shall be carried out by a person who is not an employee of the AFL and who the State agrees is qualified to carry out such an audit. The parties acknowledge and agree that the costs incurred in complying with clause 7.1(a) will form part of the project costs for which the Funds are being provided.
- (c) At any time from the date of commencement of the Works until the date which is 12 months after the Date of Practical Completion, the State may request that the AFL engage an independent quantity surveyor approved by the Project Control Group to assess the expenditure incurred in connection with the Works, the utilisation of the Funds in accordance with the Project Management Plan and the Capital Expenditure Plan and the sufficiency of the remaining Funds (if any) for the balance of the Works to be completed by the AFL in accordance with the Project Management Plan and the Capital Expenditure Plan. The parties acknowledge and agree that the costs incurred in complying with clause 7.1(c) (including the costs of engaging an independent quantity surveyor) will not form part of the project costs for which the Funds are being provided or be provided by the AFL.

7.2 Records

- (a) The AFL must maintain full and accurate records to:
 - (i) account for all Funds and any interest accrued on the Funds;
 - (ii) describe the progress of the Works as against the Project Management Plan and the Capital Expenditure Plan,

(Records).
- (b) Without limiting the obligation under clause 7.2(a), the AFL must:

- (i) keep the Records for at least 4 years after the Date of Practical Completion;
 - (ii) give the Project Control Group and/or the State access to the Records on request; and
 - (iii) maintain the Records in a format that will allow them to be kept and accessed by the Project Control Group and/or the State.
- (c) The AFL agrees that:
- (i) the State has full legal rights to all records, materials and other resources that the State provides to the AFL; and
 - (ii) it will:
 - (A) give access to the State and any other person authorised by the State exercising rights under the *Freedom of Information Act 1982* (Vic), or any other Laws that apply to the Records as long as they remain in the AFL's custody; and
 - (B) safely store and maintain any records provided to it by the State, and return hard copies or electronic records in the same or substantially the same way in which they were provided, or deal with the records in any other way the State requests.

8 ASSETS

8.1 Asset Register

- (a) The AFL shall maintain a register (**Asset Register**) of all assets worth over \$200,000 and all interests in assets where that interest is worth over \$200,000 (**Registrable Asset**) that the AFL acquires using the Funds.
- (b) If the State requests, the AFL must provide the State with a copy of the Asset Register.

8.2 Project Assets

- (a) A Project Asset is an asset or an interest in an asset within the Stadium or which forms part of the Stadium, including a Registrable Asset, acquired by the AFL in full or in part with the Funds (**Project Asset**).
- (b) The AFL is responsible for and shall bear all risk and all maintenance and running costs (including insurance and registration costs) and repair and replacement costs (if required) incurred in respect of Project Assets in accordance with the Asset Management Plan. If the Project Asset forms

part of the Asset Register, the AFL will record details of its repair or replacement in the Asset Register.

8.3 Disposal of Assets

- (a) Without limiting any of the State's other rights under this Deed and subject to clause 8.3(b), the AFL must obtain prior approval, in writing, from the State before selling or otherwise disposing of a Project Asset which forms part of the Asset Register within 5 years of the Date of Practical Completion (with such approval not to be unreasonably withheld). At the time of the sale or disposal the AFL must pay to the State within 20 Business Days of the date of the sale or disposal, an amount equal to the proportion of the proceeds derived by the AFL by the sale of the Project Asset that is equivalent to the proportion of the purchase price of the Project Asset that was funded from the Funds.
- (b) Clause 8.3(a) does not apply to the extent that a Project Asset is replaced or upgraded by the AFL at no cost to the State by a substantially similar or functionally equivalent asset.

9 AFL COVENANTS

9.1 Ownership, use and access to the Stadium

- (a) At all times during the period from the Commencement Date until the date which is 30 years after the Commencement Date (**Designated Period**), the AFL agrees to retain ownership of the Stadium and not to Dispose of the Stadium (or any part of the Stadium) other than in accordance with this Deed or (if a process is not provided by this Deed) in a manner consistent with the provisions of this Deed.
- (b) During the Designated Period, the AFL must:
 - (i) use the Stadium in a manner consistent with clause 5.1 of the Registrable Agreement and in particular clause 5.1(d) of the Registrable Agreement; and
 - (ii) provide access to the Stadium in accordance with the principles set out in Schedule 7.
- (c) The AFL acknowledges and agrees to use all reasonable endeavours to accommodate the various sporting codes (including without limitation cricket, soccer and rugby), entertainment and cultural events as part of its scheduling for the Stadium.

9.2 First right of refusal

- (a) If the AFL wishes to sell the Stadium (or any part of the Stadium) to a third party at any time during the Designated Period, the AFL must:
 - (i) offer the Stadium to the State for purchase at the Valuer-General's valuation for the Stadium;
 - (ii) inform the State of the key proposed terms for the sale of the Stadium (**Offer Terms**), with those Offer Terms to include:
 - (A) the proposed completion date for the sale of the Stadium;
 - (B) the proposed terms of the tenancy (if any) under which the AFL would continue to occupy and utilise the Stadium during the period after sale of the Stadium; and
 - (C) any other material terms and conditions of the proposed sale (including a requirement that the Stadium be valued by the Valuer-General (acting on joint instructions and applying generally applicable Valuer-General principles then in place) in order to determine the applicable sale price for the Stadium); and
 - (iii) provide the State with the opportunity to conduct customary due diligence that may be reasonably necessary for the State to consider whether the State would proceed with the acquisition of the Stadium on the basis of the Offer Terms.
- (b) The State will notify the AFL in writing if the State wishes to proceed with an acquisition of the Stadium on the basis of the Offer Terms within 28 days of the date on which the State is informed of the Offer Terms by the AFL but on the basis that any such acceptance is subject to:
 - (i) a formal valuation being completed by the Valuer-General and the price for the Stadium then being acceptable to the State; and
 - (ii) the State being provided with the opportunity to conduct customary due diligence (including by providing the State with all materials and other information reasonably requested by the State as part of its due diligence process with respect to the Stadium) and the State being satisfied with the outcomes of that due diligence.
- (c) The parties acknowledge and agree that the State will only be entitled to exercise its right to acquire the Stadium in accordance with the right of first refusal it is granted under clause 9.2(a) in circumstances where the State

wishes to procure the continued use of the Stadium for the Designated Use.

- (d) Within 28 days after the final determination of the price for the Stadium by the Valuer-General and the completion of the State's due diligence on the Stadium, the State will notify the AFL in writing if it still wishes to acquire the Stadium in accordance with the exercise of its right under clause 9.2(b). The AFL will then have a further 10 Business Days to either:
 - (i) agree to sell the Stadium to the State on the Offer Terms and for the price determined by the Valuer-General (in which case, the AFL and the State will work together in good faith to enter into appropriate sale documentation for the Stadium); or
 - (ii) withdraw from the sale process and maintain its ownership of the Stadium subject to its obligations under this Deed (in which case the AFL must again comply with the requirements of this clause 9.2 in connection with any future sale of the Stadium during the Designated Period).
- (e) If the State notifies the AFL in writing that:
 - (i) it does not wish to proceed with an acquisition of the Stadium on the basis of the Offer Terms or otherwise fails to respond to the AFL within the periods required under clause 9.2(b) or 9.2(d); or
 - (ii) it no longer wishes to proceed with an acquisition of the Stadium after receipt of the valuation by the Valuer-General or as a result of its due diligence investigations,

the AFL may offer the Stadium to third parties on no more favourable terms to the third party or parties to those set out in the Offer Terms.
- (f) If the AFL does not complete a sale on the Offer Terms within 18 months of the State's notification under clause 9.2(e), the AFL must again comply with the process set out in this clause 9.2.
- (g) If the AFL proceeds with the sale of the Stadium to a third party purchaser in accordance with the process set out in this clause 9.2, the AFL must, as part of the terms of any such sale, require the third party purchaser to enter into a deed of covenant in favour of the State under which the third party covenants to be bound by the terms of this Deed (to the extent it applies to the operation and use of the Stadium) as though it were an original party to this Deed (including but not limited to those obligations contained in clauses 9.1 to 9.5). The AFL acknowledges and agrees that it will continue to be bound by the remaining provisions of this Deed which will continue to be applicable to the AFL and its co-ordination, promotion and development

of Australian rules football (including but not limited to those obligations contained in clauses 9.5 to 9.10).

9.3 Maintenance Plan

- (a) The AFL:
 - (i) warrants that the Works will provide infrastructure improvements for sporting codes which use a rectangular playing area and enable the Stadium to be utilised more effectively by such sporting codes including by delivering a system that allows for an efficient and effective transaction of seating mode from oval to rectangular seating on level 1 of the Stadium. The AFL will ensure that MSL works to minimise the costs associated with such conversion and use reasonable endeavours to absorb the costs as part of its commercial negotiations with the users of the facility; and
 - (ii) agrees to work with Development Victoria to incorporate a second set of change rooms in order to meet the requirements of female and male athletes that comply with the required standards for professional competition held at the Stadium as part of a future redevelopment (at no further cost to the State) pursuant to the Docklands Partnering Agreement.
- (b) The AFL will ensure, or where applicable will ensure that MSL:
 - (i) maintains, replaces, repairs and keeps the whole of the Stadium (at no further cost to the State) to a state of repair and to a standard which is substantially similar to other stadia of similar use, vintage and size throughout Victoria;
 - (ii) provides Development Victoria and the State with any updates and variations to the Asset Management Plan and submit the annual capital expenditure plans to Development Victoria and the State; and
 - (iii) comply or cause compliance with the Asset Management Plan.

9.4 VIPP compliance

- (a) The AFL must, in performing its obligations under this Deed, comply with the Victorian Industry Participation Policy in place as at the Commencement Date pursuant to section 4 of the *Victorian Industry Participation Policy Act 2003 (VIPP)*.
- (b) The AFL must:

- (i) prepare and maintain records in the form required under VIPP to demonstrate its compliance with VIPP. These reporting obligations are in addition to and do not derogate from any other reporting obligations as set out in this Deed;
- (ii) require its suppliers to complete plans in a form and as required by VIPP; and
- (iii) report to DEDJTR on outcomes required under VIPP on a regular basis (including any supply chain engagement activities and outcomes),

as part of the engagement of personnel for the redevelopment of the Stadium and the completion of the Works.

9.5 Healthy food and beverage alternatives

- (a) The AFL will procure that MSL co-operates with the State in good faith to:
 - (i) increase the availability of healthy food and beverage alternatives within the Stadium; and
 - (ii) explore opportunities to promote healthy food and beverage options in the community,

in accordance with the principles set out in Schedule 7.

- (b) For the avoidance of doubt, the obligations under this clause 9.5 will continue for the duration of the Designated Period.

9.6 New Quay Site

- (a) Development Victoria is the registered proprietor of the land situated at Sites E1 and E2 of Docklands Drive, Docklands and identified in the plan contained in Annexure A (excluding the adjacent sporting field) (**New Quay Site**).
- (b) The State will ensure that Development Victoria grants to the AFL or a wholly owned or controlled subsidiary nominated by the AFL (**AFL Tenant**) a 40-year ground lease of as much of the New Quay Site as is required by the AFL:
 - (i) to accommodate its requirements for a new headquarters (including for any related entities) and associated AFL related uses (including for example media facilities) and other uses which are ancillary to or connected with the Docklands Studio Precinct (as defined by Development Victoria) (including for example sport,

digital and broadcast, but not including residential, serviced apartments or a shopping centre); and

- (ii) subject to the State's consent (acting reasonably) for other uses, **(Premises)** for an annual peppercorn rental of \$1.00 per annum **(Lease)**. The State warrants that it has the power to procure the grant of such a lease from Development Victoria.

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

- (g) The permitted use in the Lease will be uses consistent with clause 9.6(b).

- [REDACTED]

[Redacted]

■ [Redacted]

■ [Redacted]

■ [Redacted]

(l) The AFL will have an option to purchase the land at the end of the Lease for the value of the unimproved land. The value will be as determined by the Valuer-General (acting on joint instructions and applying generally applicable Valuer-General principles then in place).

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9.10 Branding and promotion

The AFL agrees to enter into a Branding and Promotion Agreement with Visit Victoria as soon as practicable after the Commencement Date which will expire at the end of the Designated Period pursuant to which the AFL agrees to the key terms described in Schedule 6 for the duration of the Designated Period.

[REDACTED]

10 OFFICERS

10.1 AFL's Principal Officer

- (a) The Project shall be carried out by the AFL under the direction of the AFL's Principal Officer.
- (b) The AFL's Principal Officer will:
 - (i) represent the AFL and be available at all reasonable times for consultation with any of the State and the State Supervising Officer in connection the Project and with any other matter arising under this Deed; and
 - (ii) be deemed to be the agent of the AFL in respect of any decision made or information given or received by the AFL concerning the Project or any other matter arising under this Deed.

10.2 State Supervising Officer

- (a) The State shall at all times during the Term have a nominated State Supervising Officer in respect of the Project.
- (b) The State Supervising Officer shall:
 - (i) represent the State and be available at all reasonable times for consultation with the AFL and the AFL's Principal Officer in connection with the Project and any other matter arising under this Deed; and
 - (ii) unless stated otherwise in this Deed, be deemed to be the agent of the State in respect of any:
 - (A) decision made (except with respect to any payment or offer to pay monies in excess of the Funds to the AFL); and
 - (B) information given to or received by the State Supervising Officer concerning any matter arising under this Deed.

11 WORKING GROUP

- (a) The State and the AFL agree to establish an additional working group (**Working Group**) within a reasonable time after the Commencement Date which will:
 - (i) consist of representatives from each party; and
 - (ii) be responsible for overseeing the other commitments and covenants of the AFL under this Deed (excluding those relating to the completion of the Works).
- (b) The Working Group will comprise:
 - (i) up to three representatives nominated by the State; and
 - (ii) up to three representatives nominated by the AFL.

The Working Group must at all times be represented by an equal number of representatives from the State and the AFL.
- (c) The Working Group will meet at least annually and at such intervals and in accordance with such processes as are agreed between the AFL and the State from time to time.
- (d) The parties acknowledge and agree that any disputes or deadlocks arising in connection with a matter being considered or otherwise determined by

the Working Group will be dealt with in accordance with the process set out in clause 17.

12 CONFIDENTIALITY

- (a) All information or data relating to the Project other than the Works or which is otherwise acquired, collected or developed for the purpose of or in connection with the Project (including the functions, policies, procedures, decisions, officers, employees, agents, clients and all financial matters of a party) (**Information**) shall be kept absolutely confidential and each party warrants to the other that it shall not communicate, publish or release or permit the communication, publication or release of any Information except:
 - (i) to the other party, the Project Control Group or their Personnel (to the extent necessary for the fulfilment of its obligations under this Deed) in accordance with the communications protocol which forms part of the Project Management Plan (if any);
 - (ii) as required by Law, after consulting with the State in accordance with any communications protocol which forms part of the Project Management Plan;
 - (iii) if the information is in the public domain otherwise than by a breach of this Deed or through a person referred to in clause 12(b)(i); and
 - (iv) in accordance with any communications protocol which forms part of the Project Management Plan or is otherwise agreed between the parties.
- (b) If requested by the State, the AFL must:
 - (i) procure from each person employed or engaged by it in relation to the Project a commitment that that person will not communicate, publish or release Information except as allowed in clause 12(a);
 - (ii) irrevocably authorise and permit the State to enforce that commitment.
- (c) Where the AFL in undertaking the Project desires to engage the services of a person who is not an employee or agent, and it is necessary for the purposes of that engagement to disclose Information, no such disclosure shall be made unless the person to be engaged gives an enforceable undertaking to the State that he or she shall maintain the confidentiality of the Information in like terms to that required by clause 12(a) of this Deed.
- (d) The AFL must ensure that DHHS Material is used, copied, supplied or reproduced only for the purposes of this Deed.

- (e) The AFL must use DHHS Material strictly in accordance with any conditions notified in writing by the State Supervising Officer.
- (f) Upon request from the State, the AFL must:
 - (i) deliver to the State all DHHS Material and Information remaining in its possession;
 - (ii) subject to clause 12(f)(iii), delete any form of electronic or optical or similar record of DHHS Material or Information, collected or otherwise received pursuant to this Deed; and
 - (iii) be excused from compliance with the provisions of this clause 12(f) in respect of any DHHS Material or Information held where the State Supervising Officer has given written approval for that material to be retained.
- (g) The AFL must not make any press or other announcement or release relating to the Works, the Project more generally or this Deed without the prior written approval of the State as to the form and manner of the announcement or release.

13 ACCESS TO STADIUM PRECINCT

13.1 Access

The AFL shall, upon request and after having been provided with reasonable notice, allow the State Supervising Officer or any other representatives nominated by the State:

- (a) at all reasonable times, to access to the Stadium (and the broader Stadium Precinct if requested) to inspect progress of the Works;
- (b) to inspect and copy any Records relating to the Works or the Project, including any DHHS Material; and
- (c) to facilitate any inquiry in respect of the Project or the Works (which may include any administrative or statutory review, audit or inquiry (whether within or external to the State) any request for information directed to the State or any inquiry conducted by the Victorian Parliament or a Parliamentary Committee).

13.2 Access to hardware and software

The AFL must provide the State or its nominees with access to its computer hardware and software to the extent necessary for the State to exercise its rights under clause 13.1 and provide the State with any reasonable assistance requested by it to use that hardware and software.

14 ACKNOWLEDGMENT AND PUBLICATIONS

- (a) The AFL must:
 - (i) as reasonably requested by the State, acknowledge the financial and other support it has received from the State in any publication, promotional material or activity relating to the Works or the Project more generally; and
 - (ii) comply with the Acknowledgement and Publicity Guidelines published by the Victorian Government (as amended from time to time) in connection with any funding support provided by the State.
- (b) The AFL agrees not to use any logo or trademark or any other intellectual property of the Victorian Government or the State without the prior written consent of the State.
- (c) The parties agree that they will make a joint decision regarding whether or not to conduct a formal opening ceremony of the redeveloped Stadium. If the parties decide to conduct such a ceremony, the parties will work together to prepare for it and will conduct it jointly, with the cost of it to be met by the AFL.
- (d) The AFL must incorporate into the Works a plaque approved by the State to acknowledge the Funds provided the Victorian Government towards the Works.

15 INDEMNITY AND INSURANCE

15.1 Indemnities

- (a) The AFL indemnifies the State, Visit Victoria and Development Victoria against all liability, loss, damages, costs and/or expenses incurred by them as a result of any Claim arising from any breach by the AFL or any of its employees, agents or subcontractors of the AFL's obligations under this Deed.
- (b) The indemnity in clause 15.1(a):
 - (i) extends to any Claim brought against the Personnel of the State, Visit Victoria and Development in connection with a breach of a warranty or clause of this Deed by the indemnifying party;
 - (ii) extends to and includes all costs, damages and expenses incurred in defending and/or settling any Claim, including legal costs on a full indemnity (solicitor/own-client) basis;

- (iii) is not intended to, and do not, extinguish rights of law which the indemnifying party might otherwise have to claim contribution or indemnity from any party other than the State;
 - (iv) is a continuing obligation, separate and independent from other obligations of the parties, and survives termination of this Deed; and
 - (v) shall be reduced proportionally to the extent that any negligent act or omission of the State, Visit Victoria or Development Victoria or their employees, agents or contractors contributed to the relevant liability, loss, damages, costs and/or expenses incurred by the State, Visit Victoria or Development (as applicable).
- (c) It is not necessary for the State to incur an expense or make a payment before enforcing a right of indemnity in this clause.
 - (d) The AFL acknowledges and agrees that the State holds the benefit of the rights granted to Development Victoria and Visit Victoria under this clause on trust for those respective entities and that such rights can be exercised either by:
 - (i) the State for the benefit of Development Victoria or Visit Victoria (as the case requires); or
 - (ii) Development Victoria or Visit Victoria in their own capacities.

15.2 Insurance

- (a) The AFL shall on and from the Commencement Date take out insurance or ensure that there is appropriate insurance in place which at all times covers the whole of the Works and which as a minimum includes insuring:
 - (i) the Works for at least the amount equivalent to the total value of the Works plus the costs of all materials used for the Works, removal of debris, architect's fees and other consultant's fees;
 - (ii) upon Practical Completion of the Works, for physical loss and/or damage to the Stadium or the broader Stadium Precinct on a replacement cost basis;
 - (iii) for liability (including liability to the State), including public risks, arising out of or in connection with the Works for at least the amount of \$20,000,000 for any one claim;
 - (iv) in relation to personal injury to or death of any person arising by accident and in respect of any injury, loss or damage whatsoever arising by negligence or accident to any property real or personal,

including property belonging to the State or any other person and where the accident arises from or is caused by the conduct or completion of the Works; and

- (v) for an amount not less than that required by the *Accident Compensation Act 1985 (Vic)* against any liability, loss, claim or proceeding whatsoever by any person employed by it in or about the conduct or completion of the Works.
- (b) The AFL shall ensure that every builder and subcontractor along with their respective employees also holds the insurance referred to in clauses 15.2(a)(iii), 15.2(a)(iv), and 15.2(a)(v).
- (c) The AFL must perform and observe all obligations and requirements required by Law in relation to it and its employees, including paying all necessary wages, superannuation payments, taxes, duties and imposts and taking out and continuing all necessary insurances including compliance with the *Accident Compensation Act 1985 (Vic)* by registration as an employer and the payment of any WorkCover premium required to be paid thereunder.
- (d) If requested in writing by the State Supervising Officer, the AFL shall, within 5 Business Days of receiving the request, provide documentary evidence of the currency and the details of insurances it and any of its builders and their subcontractors are required to effect under this Deed.

16 RESOURCES

Unless authorised by the State Supervising Officer in writing, the AFL shall not access or utilise any of the resources of the State, including its employees or premises, other than enquiries or requests for information, approvals or consents, as contemplated or required for the purposes of the Deed.

17 DISPUTE RESOLUTION

- (a) Each of the parties shall use reasonable endeavours to cooperatively resolve any dispute arising under or in connection with this Deed.
- (b) If a dispute arises, notice in writing must be given by the party claiming a dispute exists to any other party concerned and the dispute shall be referred to the AFL's Principal Officer and the State Supervising Officer for resolution as the case may require.
- (c) If the dispute is not resolved within 5 Business Days of such referral, the dispute shall be referred to a Panel constituted by the disputing parties for resolution. Each party involved in the dispute shall nominate a senior representative to the Panel within 3 Business Days of the referral to the Panel in accordance with this clause.

- (d) If a dispute is referred to a Panel in accordance with clause 17(c), the Panel shall meet to resolve the dispute unless the Panel agrees to resolve the dispute without the need for a meeting.
- (e) Any decision of the Panel regarding resolution of a dispute may only be made by unanimous agreement of the members of the Panel. Any decision of the Panel shall be final and binding on the parties and shall be provided in writing to the parties.
- (f) If the dispute is not resolved by the Panel within 10 Business Days of referral the dispute shall be referred to mediation.
- (g) Within 5 Business Days of expiry of the period set out in clause 17(f), the mediator shall be appointed either by agreement between the disputing parties, or failing such agreement, by the president for the time being of the Law Institute of Victoria.
- (h) The parties agree that:
 - (i) each disputing party shall bear its respective costs of the mediation save that the mediator's fee, fees for mediation rooms and costs of shared equipment, facilities and services of the mediation shall be shared equally;
 - (ii) the venue for the mediation shall be agreed between the disputing parties or, failing such agreement, shall be nominated by the mediator;
 - (iii) each disputing party may be legally represented if it so wishes; and
 - (iv) complete confidentiality will be preserved in respect of the mediation and any documents and information used at or in relation to the mediation.
- (i) Subject to clause 17(j), it shall be a condition precedent to the commencement to any litigation of any dispute that the issues arising in that dispute shall have been the subject of a reference under the procedures referred to in clauses 17(b) to 17(h).
- (j) If the dispute has not been resolved or successfully mediated within 40 Business Days of receipt of the notice specified in clause 17(b), the condition precedent established by clause 17(i) shall be deemed to have been satisfied.
- (k) Despite the existence of a dispute, the AFL and the State (subject to its rights under clause 5.1(b)) shall continue to perform their respective obligations under this Deed.

18 DEFAULT

18.1 Default by AFL

The AFL will commit an Event of Default if:

- (a) the AFL has committed a material breach of its obligations under this Deed or any other Transaction Document;
- (b) the Funds:
 - (i) are not spent in accordance with this Deed; or
 - (ii) cannot be shown to have been spent in accordance with this Deed or as otherwise approved by the State or the Project Control Group;
- (c) any of the Transaction Documents are terminated for any reason (except where such termination results from an act or omission of a party other than the AFL);
- (d) an Insolvency Event occurs in relation to the AFL; or
- (e) item 1 in Schedule 2 has not been satisfied within six (6) months of the relevant drawdown date specified in Schedule 2.

18.2 Consequences of Event of Default

Without prejudice to its rights at law or otherwise, if the AFL commits an Event of Default and the relevant Event of Default is not remedied within 30 days of receipt by the AFL of a notice from the State requiring it to be remedied or the relevant Event of Default is not capable of being remedied to the satisfaction of the State, the State may (in its sole discretion):

- (a) exercise its rights under clause 5.1(b);

■ [REDACTED]

- (c) immediately terminate this Deed by written notice to the AFL.

For the avoidance of doubt, if the AFL commits an Event of Default that has not been remedied in accordance with this clause 18.2 on more than one occasion during the Term, the State may take the action permitted under this clause 18.2 with respect to each such Event of Default.

18.3 Consequences of Termination of this Deed by the State

If the State (in its discretion) elects to exercise its right to terminate this Deed under clause 18.2(c):

- (a) the State may require that the following documentation be immediately delivered to the State by the AFL:
 - (i) documentation provided to that party by the State; or
 - (ii) documentation produced or being produced by that party under this Deed at the date of termination;
- (b) the AFL must deal with the Funds in accordance with the directions of the State and must cease all other dealings with the Funds. The directions of the State may be given at any time and from time to time after the termination or during any period of suspension. If the State does not provide any directions, the AFL must not deal with the Funds; and
- (c) the State may by written notice to the AFL:
 - (i) require the AFL to repay all or part of the Funds commensurate with the loss or damage suffered or incurred or likely to be suffered or incurred as a result of the breach in question, and the AFL must repay to the State the amount set out in the notice, within 90 Business Days of receipt of the notice;
 - (ii) withdraw any further Funds that would otherwise be payable to the AFL pursuant to this Deed or deduct an amount equal to all or part of the Funds from any other amounts payable to the AFL under any other agreement it has in place with the State; or
 - (iii) require the AFL to use all or part of those Funds as the State sees fit.

18.4 Failure to repay Funds

- (a) If the AFL fails to repay or otherwise deal with the Funds in accordance with a notice issued by DHSS under clause 18.3:
 - (i) the AFL must pay the State interest on the amount set out in the notice from the date it was due, for the period it remains unpaid at a rate equal to the bank bill swap bid rate as published by the Australian Stock Exchange plus 2% per annum; and
 - (ii) the amount set out in the notice, and interest owed under this clause will be recoverable by the State as a debt due to the State by the AFL.

- (b) The AFL acknowledges that interest payable under clause 18.4(a) represents a reasonable pre-estimate solely in respect of the loss incurred by the State as a result of the loss of investment opportunity for or the reasonable cost of borrowing other money in place of, the amount which should have been repaid.

18.5 Termination of this Deed by the AFL

Without prejudice to its rights at law or otherwise, the AFL may (in its sole discretion) immediately terminate this Deed by written notice to the State if the State does not pay the Funds within 90 days of the satisfaction of the relevant Milestones and as otherwise required under clause 5.

18.6 Reservation of other rights

- (a) The existing rights of a party under this Deed against any other party for past breaches of this Deed are not affected by the termination of this Deed, and termination does not affect a provision which is expressly or impliedly intended to operate after termination.
- (b) The exercise by the State of any rights or remedies in this clause 18 is without prejudice to, and does not in any way limit or restrict, the right of the State to exercise any other rights or remedies under this Deed or any other legal or equitable rights or remedies in relation to any default or other conduct of the AFL.

19 FORCE MAJEURE

- (a) If any party is unable, wholly or in part, by reason of a Force Majeure Event to carry out any of its obligations under this Deed, the obligation will be suspended insofar as it is affected by such Force Majeure Event or its aftermath.
- (b) The party affected will:
 - (i) give the other parties prompt notice of the Force Majeure Event; and
 - (ii) use reasonable endeavours to finalise, remove or avoid such Force Majeure Event and/or ameliorate its effect as quickly as possible.
- (c) If the Force Majeure Event or its aftermath continues to prevent a party from carrying out a substantial part of its obligations for more than ninety (90) days in a row, any party may terminate this Deed by notification in writing to the other parties, in which case the Deed will be deemed to have been frustrated.

20 NOTICES

Any notices to be served on a party to this Deed shall be served by:

- (a) hand on the State Supervising Officer and the AFL's Principal Officer; or
- (b) pre-paid post to the relevant addresses set out in Schedule 1 of the party to be served or to such address as notified by the relevant party in writing from time to time; or
- (c) email sent to the relevant email address set out in Schedule 1 of the party to be served or to such email address as notified by the relevant party in writing from time to time.

21 PERSONAL PROPERTY SECURITIES ACT 2009 (CTH)

- (a) In this clause 21 “**PPS Act**” means the *Personal Property Securities Act 2009* (Cth) and the Regulations made under the Act from time to time, and terms used which are defined in the Act have the meanings given in the Act.
- (b) To the extent the rights of the State under this Deed constitute a security interest for the purposes of the PPS Act, the AFL will provide any information required and otherwise fully cooperate with the State to allow the State to protect and promptly register its security interest under this Deed.
- (c) In relation to any security interest registered by the State, the AFL:
 - (i) waives its right to receive any notice from the State under section 157(3) of the PPS Act; and
 - (ii) agrees that the following sections of the PPS Act do not apply:
 - (A) section 95 to the extent that it requires the State to give notice to the AFL;
 - (B) section 118 to the extent that it allows the State to give notice to the AFL; and
 - (C) sections 121(4), 125, 130, 132(3)(d), 132(4) and 135.
- (d) Whenever the State reasonably requests, the AFL will do anything at its own cost (which may include obtaining consents, signing documents, getting documents completed and signed, supplying information, delivering documents and evidence of title and executed blank transfers, and giving possession or control with respect to any property the subject of any security interest or security) to ensure any security (or any security interest

as defined in the PPS Act) is fully effective, enforceable and perfected with the contemplated priority.

22 VARIATIONS

This Deed may be varied with the consent in writing of each party.

23 GENERAL PROVISIONS

23.1 Governing law

- (a) This Deed shall be governed by and construed in accordance with the laws of the State of Victoria.
- (b) Each party submits to the exclusive jurisdiction of the Courts of the State of Victoria and the Courts of appeal therefrom.

23.2 Machinery of Government changes

- (a) Subject to clause 23.2(b), if the Minister administering section 5 of the *Sport and Recreation Act 1972* becomes the "public service body Minister" (as defined in the *Public Administration Act 2004*) for a Department other than DHHS, the term "State" in this Deed will be taken to refer to the State of Victoria acting through that new Department.
- (b) If an Order is made under section 3 of the *Administrative Arrangements Act 1983* that identifies and relates to this Deed, the term "State" will have the meaning given in that Order.

23.3 Entire agreement

This Deed and the other Transaction Documents constitute the entire agreement between the parties concerning its subject matter and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing in respect of that subject matter.

23.4 Survival of Obligations

The provisions of clauses 1, 6.2(b), 6.1(b), 7, 8, 9, 12, 15.1, 17, 18, 20, 21 and 23 will survive termination or expiry of this Deed.

23.5 No assignment or subcontracting

Except with the prior written consent of the State, the AFL shall not assign the whole or any part of their respective obligations under this Deed, or assign or contract the whole or any part of the Works or tasks associated with the Project, except to the extent permitted by this Deed.

23.6 Waivers

- (a) No waiver by a party, express or implied, of any breach of any term, condition or obligation by another party will be construed as a waiver of any subsequent breach of that term, condition or obligation of the Deed whether of the same or of a different nature.
- (b) If the State does not exercise any right or remedy fully or at a given time, the State may still exercise it later.

23.7 Severance

Any provision of this Deed that is invalid or unenforceable in any jurisdiction is to be read down for the purpose of that jurisdiction so as to be valid and enforceable and otherwise shall be severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of this Deed.

SCHEDULE 4: WORKS

Victoria's major venues contribute to our standing as the sport and events capital of the world. They provide opportunities for Victorians and visitors to come together to share our passion for sport and entertainment.

Victoria's major events calendar makes a significant contribution to the State's visitor economy, which contributes around \$21 billion to Victoria's Gross State Product each year and generates employment for 206,000 people.

The major events market is now extremely competitive and many cities both domestically and internationally have replicated Victoria's model with success.

Victoria's major sporting and event infrastructure plays an important role in supporting Victoria's events calendar. Ensuring this infrastructure continues to be of a world class standard is paramount.

Stadia and arena standards and spectator requirements are continuing to evolve and recent developments across the country and internationally have focused on the 'fan experience' establishing new standards in venue design and spectator experience.

Maintaining Victoria's competitive advantage is critical and enhancing our world class major sporting infrastructure network is a key component of this competitive advantage.

To stay ahead of the game we must plan for the future. Major venues such as Etihad Stadium will continue to provide positive social and economic outcomes, attract and host international standard events, and set the benchmark for other major venues.

Etihad Stadium is an essential part of Victoria's major venues network and is critical to support Victoria's annual sporting and entertainment events calendar. The venue's size, location and multi-purpose capability provides tremendous flexibility to accommodate a diverse schedule of events and activities.

The venue supports the scheduling requirements of many sporting codes and attracts millions of attendees each year to sport, entertainment and cultural events.

When it was first built, the stadium set a world benchmark but is now almost 20 years old and needs improvements to provide a modern contemporary offering for players and spectators.

Developing Etihad Stadium is an opportunity to release the precinct's potential to function as an integrated and accessible destination fully connected to the city centre and deliver a year-round destination for all Victorians and visitors alike that underpins the financial sustainability of many of the local businesses which benefit from its regular patronage.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

4. Any items explicitly noted in the Deed and/or Schedule 8 as they relate to the Works, including but not limited to;

- a. infrastructure improvements for sporting codes which use a rectangular playing area

- b. improvements to change-rooms to accommodate female athletes compliant with professional competition standards

- [REDACTED]

- [REDACTED]

- [REDACTED]

■ [REDACTED]
[REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]
[REDACTED]

SCHEDULE 5: AFL COMMITMENTS

The key terms to be incorporated by the AFL into the MCC Agreement are as follows:

- (a) The end of the term of the MCC Agreement is extended from 2037 to 2057 (inclusive).
- (b) A minimum of 43 Home & Away Matches will be scheduled at the Melbourne Cricket Ground (**MCG**) each Football Season.
- (c) The AFL will use its best endeavours to schedule, prior to commencement of the Football Season, at the MCG at least 10 of the 12 Home and Away Matches that the League has a reasonable expectation will be the 12 best-attended Home and Away Matches in Melbourne in that year.
- (d) The Grand Final to be scheduled each year at the MCG up to and including 2057.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

- [Redacted]
- [Redacted]
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- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

[Redacted text block]

[Redacted text block]

- [Redacted list item]

- [Redacted list item]

SCHEDULE 6: BRANDING AND PROMOTION AGREEMENT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [Redacted text block]

- [Redacted text block]

- [Redacted text block]

- [Redacted text block]

- [Redacted text block]

- [Redacted text block]

SCHEDULE 7: AGREED PRINCIPLES

The key terms for the covenants provided by the AFL in favour of the State are summarised in more detail below:

State Reserve Dates

■ [REDACTED]

- (b) A State Reserve Date must not cause the Stadium to be unavailable for AFL matches:
- (i) for more than one Saturday in any calendar year;
 - (ii) on any date from and including Thursday to Sunday where any date in that period is nominated under clause 3.6A of the MCC Agreement;
 - (iii) any day during the AFL final series; and
 - (iv) on more than one day per weekend (being Thursday to Sunday, both days inclusive),

unless otherwise agreed with the AFL (such consent not to be unreasonably withheld).

- (c) Subject to the requirements in paragraph (b) above, the AFL must not schedule any AFL match or allow any other event to be scheduled at the Stadium on a State Reserve Date.

■ [REDACTED]

Major Events

- (a) On or before 31 July each year, the State or Visit Victoria may notify the AFL of dates for the following calendar year in relation to staging a Major Event at the Stadium on a date other than a State Reserve Date.
- (b) The AFL will use reasonable endeavours to make the Stadium available for Major Events notified under paragraph (a).

- (c) The AFL and the State will, and AFL will ensure that MSL will, work in good faith to agree on preferred rates for strategically important Visit Victoria events at the Stadium.

■ [REDACTED]

Healthy food and beverage alternatives

- (a) MSL will work towards providing healthy choices for food supply and promotion.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

- (c) MSL will work together with the State to develop an approach to improving food and beverage supply and promotion towards more healthy food and beverage options across the Stadium where possible.
- (d) Increase provision of water bubblers and water refill stations and clearly locate in high traffic areas both within the stadium and in immediate external areas in the areas that will be redeveloped.
- (e) MSL to provide an annual report on progress and initiatives undertaken for the previous year to the State.
- (f) Annual meeting to occur between the State and MSL to discuss progress towards more healthy food and beverage options and future initiatives.
- (g) The State acknowledges that implementation of more healthy food and beverage options into the venue is not to negatively impact existing contractual obligations or commercial opportunities unless agreed upon by the AFL
- (h) The AFL will partner with the State on other relevant nutrition-based health promotion initiatives beyond the Stadium. The AFL will meet with the State on an annual basis to discuss initiatives.
- (i) The AFL will discuss with the State ways the AFL may be able to assist in supporting a healthy diet for children through Victorian community football programs promoting water and fresh fruit as preferred choices for refueling, enhancing performance and embedding lifelong healthy habits.

Community access and Government branding opportunities

These programs will include the following improvements to public areas:

- (a) the AFL will ensure that the Stadium has adequate provision of reasonably priced general public and club member seating for all AFL and AFLW games played at the Stadium;
- (b) that food and beverage and other amenity improvements are undertaken in areas accessible to general public;
- (c) the AFL will work with relevant state and federal agencies and independent specialists to deliver as best as practical a safe and secure environment for all Stadium users. This will include a considered approach to the Australia's Strategy for Protecting Crowded Places from Terrorism, the appointment of a dedicated Security and Safety Manager for the Stadium and active involvement in all relevant counter terrorism working groups, including without limitation, the Mass Gathering Network and VicPol Major Venues Counter Terrorism Working Group; and
- (d) the AFL to provide bicycle parking and storage facilities as part of the Stadium redevelopment project.

The provision of an inclusive environment for all Victorians as part of the redevelopment:

- (a) the AFL will incorporate relevant universal design principles within the newly developed areas of the Stadium and will explore opportunities to enhance universal access in existing areas of the Stadium;
- (b) the AFL will ensure the provision of a minimum of one changing places facility within the Stadium redevelopment project;
- (c) the AFL will ensure a minimum of one sensory room within the Stadium redevelopment project;
- (d) the AFL will obtain the services of a suitably qualified universal design consultant to advise the Works and consult with the Government's Universal Design representative; and
- (e) due to the significance of the Works and positioning of the Stadium within Melbourne, the AFL will consult with the Office of the Victorian Government Architect on the design of the Works.

In relation to providing the Victorian Government improved agreed promotion, including on match day. The AFL will meet with the State on an annual basis to discuss initiatives. Such initiatives may include:

- (a) the AFL, at AFLW games, providing the Government at no cost, with the opportunity to undertake agreed marketing and promotional initiatives such as 'Change Our Game' branding;
- (b) the AFL becoming a partner of Active Recreation initiatives (i.e. Active April) via agreed offerings of marketing and promotion opportunities such as match day media, product giveaways, and provision of ambassadors;
- (c) providing the State with the opportunity and space to setup its own stall / marquee on the concourse outside the main public entries to the Stadium for all AFL and AFLW match days, with all activation costs to be borne by the State.

Growth of women's sporting teams across Victoria

The AFL will meet with the State on an annual basis to discuss initiatives. Such initiatives include the AFL continuing to develop programs that:

- (a) address the need for more volunteers to support the increase in female participation. This may include marketing and communications to attract volunteers as well as the provision of training, tools and resources to support their development and retention;
- (b) increase the number of female coaches, umpires and sports administrators across Victoria. This may include training, resources and tools and mentoring; and
- (c) where relevant, practical and appropriate, Victorian hosted events and any communications/marketing material distributed in Victoria for the above to be co-branded AFL and Victorian Government, subject to any restrictions under third party agreements.

Indigenous and multicultural sport participation

These programs will include:

- (a) the AFL will continue to support inclusion for all, including but not limited to:
 - (i) Indigenous / ATSI
 - (ii) Multicultural
 - (iii) Disability
 - (iv) LGBTIQ+
 - (v) Disadvantaged / at-risk youth
- (b) The AFL will meet with Sport and Recreation Victoria on an annual basis to discuss initiatives. Such initiatives include the AFL continuing to support initiatives such as (noting many are third party initiatives over which AFL has little influence):

- (i) AFL Pride Game (St Kilda v Swans)
 - (ii) Female All Nations Cup
 - (iii) Male All Nations Cup
 - (iv) Footy Means Business program / Rio Tinto Cup
 - (v) Bachar Houli Cup
 - (vi) National Inclusion Carnival
 - (vii) Female Kickstart Championship
 - (viii) Male Kickstart Championship
 - (ix) The Victorian FIDA (Football Integration Development Association)
Football League
 - (x) Sir Doug Nicholls Indigenous Round
 - (xi) Partnerships with community organisations such as Reclink
- (c) Where relevant, practical and appropriate, Victorian hosted events and any communications/marketing material distributed in Victoria for the above to be co-branded AFL and Victorian Government, subject to any restrictions under third party agreements.

Community programs in regional Victoria

These programs will include:

- (a) The AFL meeting with the State on an annual basis to discuss initiatives. Initial initiatives include the AFL continuing to conduct initiatives in regional Victoria, which may include:
 - (i) scheduling of pre-season and regular season AFL and AFLW competition annually in regional areas, subject to competition structure and fixturing constraints; and
 - (ii) programs to include school visits, AFL clinic and attendance at other community groups.
- (b) Where relevant, practical and appropriate, Victorian hosted events and any communications/marketing material distributed in Victoria for the above to be co-branded AFL and the State, subject to any restrictions under third party agreements.

SCHEDULE 8: PROJECT MANAGEMENT PLAN

[Project Principle] [Project Name]

Project Management Plan

Version 'DRAFT FOR DISCUSSION'

Date:



[PARTNER LOGO]

[PARTNER LOGO]

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2. Introduction

2.1. Purpose of this Project Management Plan

The purpose of this Project Management Plan is to provide a formal document that establishes the governance and guidelines by which this project will be managed.

This Project Management Plan is a live document and will be updated and maintained by the Project Principal throughout the life of the project.

3. Project Overview

3.1. Background and Context

- Discuss project background and context
- Identify the problem or the issue that the project is seeking to address.
- Introduce project partners

3.2. Vision and Stakeholder Objectives

- Discuss in detail the vision and objectives of the project as seen by project stakeholders
- Link project objectives to the problem or issue to be addressed
- Estimate timelines for achieving project objectives

4. Project Details

4.1. Project Description

- Describe what the project is, as agreed by project stakeholders
- What areas will be investigated
- What will be the outputs

| Area of Investigation | Issue to be addressed |
|-----------------------|-----------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

4.2. Project Scope

The delivery of the Project has been broken up into a number of phases:

- [insert project scope items]
- [insert project scope items]
- [insert project scope items]
- [insert project scope items]
- [insert project scope items]

A final report will be prepared detailing the findings and key outcomes of the phases identified above.

4.3. Procurement Methodology

The [insert name], as Project Principal, will be responsible for managing and coordinating the procurement and tender evaluation process for all external consultants.

The procurement of external consultations will include:

- The preparation of a project brief
- The release of the project brief to market (minimum x organisations)
- Assessment against an agreed set of criteria

A tender evaluation panel will be established and will include representatives from the Project Working Group.

The Project Control Group will be required to provide final approval on all appointments.

4.4. Key Dates and Milestones

This works program has been scheduled to achieve the desired completion dates for xxx.

This project is anticipated to have x broad phases:

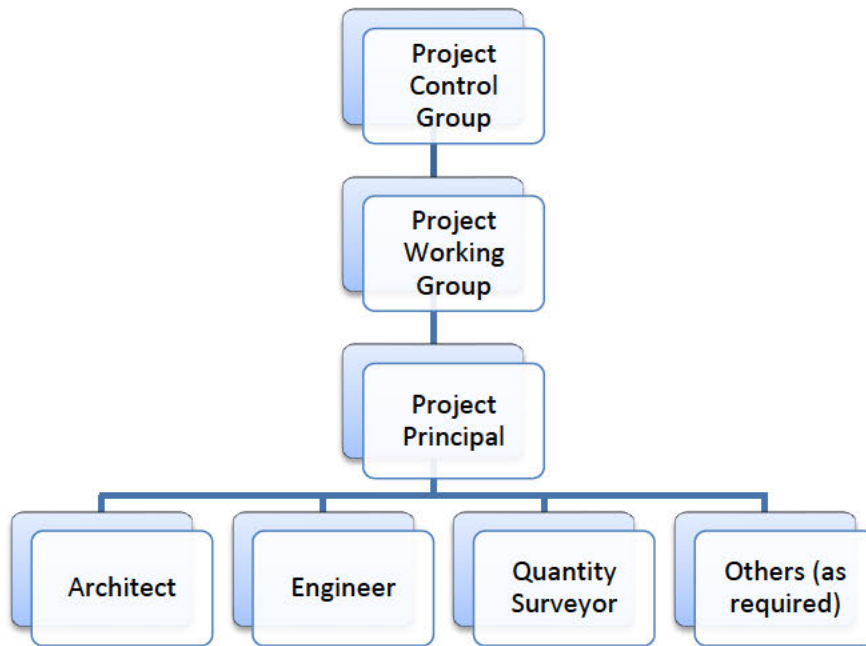
- Phase x – insert milestone
- Phase x – insert milestone
- Phase x – insert milestone
- Phase x – insert milestone
- Phase x – insert milestone
- Phase x – insert milestone

| Phase | Milestone | Completion Date |
|---------|------------------|-----------------|
| Phase x | insert milestone | TBC |
| Phase x | insert milestone | TBC |
| Phase x | insert milestone | TBC |
| Phase x | insert milestone | TBC |
| Phase x | insert milestone | TBC |
| Phase x | insert milestone | TBC |

5. Project Governance

5.1. Project Governance

In order to ensure that project is managed in a manner that minimizes risk for all partners and also provides them with adequate input, the following project governance framework has been put in place.



5.2. Terms of Reference

Project Control Group

The Project Control Group will act as a high level steering committee responsible for ensuring that the Project outcomes are achieved and that the budget, time and quality criteria are achieved.

The key functions of the PCG are to:

- establish and monitor the overall delivery of the project against project outcomes;
- approve and monitor the procurement processes, expenditure and project budget;
- approve and monitor the program; and
- Monitor the quality of the works.

Project Working Group

The Project Working Group is responsible for the management of detailed issues related to the Project and to provide recommendations to the PCG on key project issues.

Project Principal

The [insert name] as Principal will manage the day to day requirements of the Project. The key administrative tasks will include:

- management and coordination of procurement processes
- coordinating and supervising the various consultants through all phases of the project
- coordination of meetings with stakeholders
- preparation of project reports for Project Control Group consideration
- preparation of meeting minutes
- making progress payments

Project Consultant Team

The Project Consultant Team will include all the design consultants and quantity surveyors required to complete the design documents ready for tender.

Project Reference Groups

Project Reference Groups will be established to facilitate input into the planning and design of the various proposals through the PWG, where necessary.

| Committee | Membership | Meeting Frequency |
|-------------------------------|--|--------------------------|
| Project Control Group | [insert agency name] [insert agency name] [insert agency name] [insert agency name] [insert agency name] | Bi -Monthly |
| Project Working Group | [insert agency name] [insert agency name] [insert agency name] [insert agency name] | Monthly |
| Project Advisory Group | [insert agency name] [insert agency name] [insert agency name] [insert agency name] [insert agency name] | As required |

5.3. Key Project Stakeholders

The following key project stakeholders have been identified as key organisations in supporting the progression of the Project:

| Organisation | Role/Responsibility | Key Contacts |
|----------------------|--|--|
| [insert agency name] | [insert role/responsibility, i.e. Principal, Key stakeholder and/or Funding contributor] | <u>Name</u> [Title] <u>Name</u> [Title] <u>Name</u> [Title] |
| [insert agency name] | [insert role/responsibility, i.e. Principal, Key stakeholder and/or Funding contributor] | <u>Name</u> [Title] <u>Name</u> [Title] <u>Name</u> [Title] |
| [insert agency name] | [insert role/responsibility, i.e. Principal, Key stakeholder and/or Funding contributor] | <u>Name</u> [Title] <u>Name</u> [Title] <u>Name</u> [Title] |
| [insert agency name] | [insert role/responsibility, i.e. Principal, Key stakeholder and/or Funding contributor] | <u>Name</u> [Title] <u>Name</u> [Title] <u>Name</u> [Title] |
| [insert agency name] | [insert role/responsibility, i.e. Principal, Key stakeholder and/or Funding contributor] | <u>Name</u> [Title] <u>Name</u> [Title] <u>Name</u> [Title] |

6. Project Financials

6.1. Project Funding Contributions and Budget

| Organisation | Funding |
|-----------------------|-------------------|
| [insert agency name] | \$XXXXXXXX |
| [insert agency name] | \$XXXXXXXX |
| [insert agency name] | \$XXXXXXXX |
| [insert agency name] | \$XXXXXXXX |
| [insert agency name] | \$XXXXXXXX |
| Total (Ex GST) | \$XXXXXXXX |

6.2. Project Cost Breakdown

| Component | Projected Cost | Actual Cost |
|--------------|----------------|-------------|
| XXX | | |
| XXX | | |
| XXX | | |
| XXX | | |
| XXX | | |
| XXX | | |
| XXX | | |
| Total | | |

TBC

6.3. Assumption of Risk

The [insert agency] as the Project Principal assumes the risk for this Project.

7. Project Control Mechanisms

7.1. Scope

The objective of any project is to be delivered on time, on budget and to a high standard. The delivery methodology and procedures need to be designed to best ensure that there are no project surprises.

Some of the important aspects of this project that will need to be considered are:

- Stakeholder agreement on objectives;
- Stakeholder review and feedback on consultant briefs;
- Thorough background briefings for all consultants including the needs and requirements of funding partners;
- Clear and concise project reporting that identifies key project elements, and;
- Hold points at each phase to monitor consultant progression and to provide direction as the project develops to mitigate cost and time overruns and risk.

The approach to delivering projects is based on developing a collaborative approach between all parties, thereby maximising the value for money for the funding partners.

7.2. Time

See Appendix A – Master Control Program

One of the key risks for any project is the ability to achieve and maintain the nominated program. The [insert agency], as Project Principal, will prepare a Master Control Program (Gantt chart) that identifies all key project activities. Within this program the critical path of activities can be identified and the execution and performance of the consultant team is continually monitored and assessed. The various consultants (when appointed) will be asked to produce a detailed program (Gantt chart) and the Project Principal will undertake a review of their various programs to ensure that:

- they are logical with events occurring in the right sequence, and;
- they identify all key elements.

Throughout the project the [insert agency] will continually monitor the program taking a forward analysis to best ensure that there are no surprises and that any risks are identified at the earliest possible stage.

All Extension of Time Claims (EOT's) and Variations to the project scope are to be formally requested in writing for approval. The Project Principal will then review and advise the Project Working Group and Project Control Group of any EOT's and Variations and seek approval.

7.3. Budget/Cost

See Appendix B – Detailed Budget

The Project Principal will monitor ongoing costs throughout the project, including any variations approved or pending approval. The Project Principal will provide bi - monthly financial reports for the project detailing costs spent to date and forecast spend to completion.

7.4. Risk Management

See Appendix C – Risk Register

A Risk Management Workshop will be undertaken early in the project to identify risks. Throughout the project the Project Principal will continually review these risks and identify any other potential risks that may arise. Recommendations will be made on risk mitigation in order to manage the risk and all identified risks are categorised into levels of High, Medium and Low. All high level risk items are reported to the Project Control Group each month.

7.5. Project Delegations

See Appendix D – Project Delegations Schedule

A project delegation document has been prepared to establish an agreed set of financial delegation approvals.

8. Communication

Communication between the Project Principal and the various consultants will be done mainly during regular consultant team meetings. Relevant content from these meetings will be minuted, summarised and distributed to members of the Project Control Group and Project Working Group.

The Project Principal will prepare update report to the Project Control Group, detailing the progress of the project and any potential risks, this report will be accompanied by a financial report.

Any external communication in relation to this project must be coordinated through a process that has been pre-approved by the Project Control Group. This will included nominated spokes people.

9. Appendices

Appendix A – Master Control Program

Appendix B – Detailed Cost Plan

Appendix C – Risk Register

Appendix D – Project Delegations Schedule

ANNEXURE A NEW QUAY SITE

Note: Blue shaded area - approximate site boundary

