

# Brisbane 2032 Olympic and Paralympic Games

## Intergovernmental Agreement

### Schedule A: Brisbane 2032 Olympic and Paralympic Games venue infrastructure

This Schedule outlines the governance and delivery of venue infrastructure for the Brisbane 2032 Olympic and Paralympic Games.

An agreement between:

- The **Commonwealth of Australia**; and
- The **State of Queensland**

## PART 1 – FORMALITIES

### Parties to this Schedule

1. This Schedule is between the Commonwealth of Australia (Commonwealth) and the State of Queensland (Queensland).

### Terms of the Schedule

2. This Schedule will commence as soon as both the Commonwealth and Queensland have signed both the Brisbane 2032 Olympic and Paralympic Games Intergovernmental Agreement (IGA) and this Schedule.
3. This Schedule covers the period up until and inclusive of the Games of the XXXV Olympiad 2032 and the 2032 Paralympic Games (collectively, Brisbane 2032) and will cease upon expiry of the IGA unless the parties agree in writing to an earlier date.
4. Any provisions of this Schedule dealing with post-Brisbane 2032 use and/or disposal of any venue will continue to operate in accordance with their terms notwithstanding the expiry or termination of this Schedule pursuant to clause 3.

### Schedule to be read together with IGA

5. This Schedule is to be read together with the IGA, the Federation Funding Agreements Framework, and (unless the context requires otherwise) clauses 5 to 13 and 40 to 42 of the IGA apply for the purpose of interpreting this Schedule.

### Enforceability of the Schedule

6. The parties do not intend any of the provisions of this Schedule to be legally enforceable. However, that does not lessen the commitment of the parties to this Schedule.

## PART 2 – PROJECT OUTPUTS

### Outputs

7. The outputs of this Schedule will be the planning and delivery of sporting and community venues set out in Annexure A and the Brisbane Arena (the Arena) (together, the venues). This Schedule provides the overarching framework to manage the partnership between the Commonwealth and Queensland on two distinct work streams:
  - a. **Brisbane Arena;** and
  - b. **Minor Venues Program** (outlined at Annexure A)
    - i. acknowledging the long lead time to Brisbane 2032, the project list at Annexure A may evolve over time and require amendments, subject to agreement from both parties to this Schedule.
8. The Commonwealth and Queensland intend that the venues will be delivered in a manner that complies with their respective policies and programs relating to local content, participation, business involvement, workplace gender equality (including specifically for infrastructure projects), First Nations employment and business opportunities and supply sourcing, education, training and workforce development; including in relation to women, apprentices, trainees and

cadets (collectively, Participation Policies). The specific Participation Policies which are applied will be determined (and may be updated as required) by the Executive Steering Committees based on the principle of the 'highest common denominator' as between Commonwealth and Queensland policies, subject always to ensuring that Queensland (as the delivery party) is able to comply with Participation Policies which are binding on Queensland.

9. The Commonwealth and Queensland intend that the venues will be delivered in a manner that complies with their respective policies and programs relating to protection of the environment (including land, waters, atmosphere, climate, animals and plants, ecosystems and heritage (including cultural heritage); including policies and programs relating to emission reduction targets, net zero carbon commitments, climate change, IOC environmental policies and commitments and target 6 star green star commitments (collectively, Environment Policies). The specific Environment Policies which are applied will be determined (and may be updated as required) by the Executive Steering Committees based on the principle of the 'highest common denominator' as between Commonwealth and Queensland policies, subject always to ensuring that Queensland (as the delivery party) is able to comply with Environment Policies which are binding on Queensland.

## PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

### Role of the Commonwealth

10. The Commonwealth will be responsible for:
  - a. providing capped funding for the Arena and the Minor Venues Program to Queensland following governance, reporting, and milestone parameters, as stipulated in this Schedule and related Federation Funding Agreements (FFAs), being achieved by Queensland;
  - b. delivering agreed roles and representation in relevant governance bodies, see Part 5 – Project Milestones, Reporting and Payments of this Schedule;
  - c. monitoring and assessing delivery against milestones in accordance with this Schedule and related FFAs to ensure that outputs are delivered within the agreed timeframes to agreed budgets; and
  - d. performing its role in a manner that:
    - i. supports compliance with the Participation Policies and the Environment Policies, as applied by the Executive Steering Committees;
    - ii. helps to ensure legacy outcomes of projects to be realised ahead of Brisbane 2032 as appropriate; and
    - iii. does not cause Queensland to breach any contract to which Queensland, or a Queensland authority or government owned corporation, was a party prior to the date of this Schedule relating to a venue (Pre-Existing Agreement), to the extent the Commonwealth is aware of the relevant obligation.
11. In accordance with the *Federal Safety Commissioner Act 2022*, Queensland must ensure that payments for building work funded by the Commonwealth are only made where a builder or

builders accredited under the Australian Government Building and Construction WHS Accreditation Scheme is contracted.

## **Role of Queensland**

12. Queensland will be responsible for:

- a. all aspects of delivering on the project outputs set out in this Schedule and Annexure A;
- b. performing its role in a manner that supports compliance with the Participation Policies and the Environment Policies, as applied by the Executive Steering Committees;
- c. ensuring legacy outcomes of projects to be realised ahead of Brisbane 2032 as appropriate;
- d. facilitating monthly coordination meetings between Queensland and Commonwealth representatives for updates on the procurement, construction, and operation of the Arena;
- e. reporting on delivery as set out in Part 5 – Project Milestones, Reporting and Payments;
- f. ensuring the Commonwealth is consulted and in agreement on location of venues;
- g. providing satisfactory public recognition of the Commonwealth’s contribution as a primary funder of the Arena, including but not limited to:
  - i. joint announcement strategy for all standard project milestones and project progress updates;
  - ii. joint media announcements and media releases, including social media as appropriate;
  - iii. Commonwealth involvement and agreement in naming of the Arena;
  - iv. Commonwealth representatives at the opening of the Arena;
  - v. the use of the Australian Government formal symbol (The Commonwealth Coat of Arms) with the Queensland Government symbol in any Queensland Government publishing relating to the Arena; and
  - vi. a plaque at the Arena acknowledging the Commonwealth’s role in its delivery.
- h. providing satisfactory public recognition of the Commonwealth’s contribution as a co-funder of the Minor Venues Program, including but not limited to:
  - i. joint announcement strategy for all standard project milestones and project progress updates;
  - ii. joint media announcements and media releases, including social media as appropriate;
  - iii. Commonwealth representatives invited to attend significant milestones and openings of all Minor Venues Program projects; and
  - iv. the use of the Australian Government formal symbol (The Commonwealth Coat of Arms) with the Queensland Government symbol in any Queensland Government publishing relating to venues within the Minor Venues Program.

- i. if a risk is identified of a potential claim against the Commonwealth arising from or in connection with a pre-existing agreement, or for unauthorised use of third party intellectual property rights in conjunction with a venue, indemnifying the Commonwealth for any such claim (except to the extent that any claim is caused or contributed to by the Commonwealth, its officers or employees in breach of the Commonwealth's obligations to Queensland) under a separate, mutually satisfactory, deed of indemnity.

### Shared roles and responsibilities

13. The Commonwealth and Queensland share the following roles and responsibilities:
  - a. participating in consultations as appropriate regarding the implementation of this Schedule;
  - b. negotiating new or revised FFAs under this Schedule;
  - c. agreeing that in certain circumstances involving a third party (or parties), there may be a need to negotiate an additional agreement(s) related to projects or programs to ensure that the interests of all parties are adequately recognised;
  - d. conducting evaluations and reviews of services and outputs delivered under this Schedule; and
  - e. ensuring that prior agreement is reached in a timely manner on the nature and content of any events, announcements, promotional material or publicity relating to activities under this Schedule, and that the roles of both parties will be acknowledged and recognised appropriately.

## PART 4 – FINANCIAL ARRANGEMENTS

14. The Commonwealth will provide a total capped financial contribution to Queensland of up to **\$3.435 billion** toward venue infrastructure for Brisbane 2032, facilitated through FFAs.
  - a. The breakdown of the two distinct capped funding allocations is as follows:
    - i. **Brisbane Arena** – up to \$2.5 billion; and
    - ii. **Minor Venues Program** – up to \$935 million.
15. Payment of the financial contribution will be facilitated through separate FFAs but the parties intend for Brisbane Arena payments to be made against agreed milestones and Minor Venues Program payments to be made quarterly in arrears.
16. Consistent with the core requirement for land acquisitions to be completed before construction can commence, the purchase of Third Party Land required for project delivery is an allowable project expense and can be met from Commonwealth funds (subject to the achievement of any relevant milestones or pre-conditions). It is agreed that Commonwealth funds will not be used for transactions involving land other than Third Party Land. Queensland must maintain records of the acquittal of all funds received from the Commonwealth under this Schedule sufficient to verify that such funds have not been used in a manner contrary to this clause. For this Schedule, Third Party Land means land acquired for fair or market value, or by compulsory acquisition

process, excluding any Crown or State land or land owned by a Queensland authority or government owned corporation.

### **Third party participation during development**

17. The parties intend to maximise to the extent possible and consistent with the objectives set out in clause 12 of the IGA access to private sector capabilities and discipline in the design, financing and development of the venues, including to reduce the fiscal burden on federal and state taxpayers.
18. The terms of any third party participation in the financing or development of a venue (other than as contractors) must be approved by the Commonwealth. The Commonwealth will consider proposals for third party participation using a value for money framework, which can be satisfied by either cost savings or improved outcomes at an equivalent cost.

### **Value realisation after Brisbane 2032**

19. For a period of 25 years after the opening of the venue or completion of the redevelopment (as applicable), Queensland will not:
  - a. sell (in whole or part), grant a long-term lease over a venue or commercially redevelop a venue; or
  - b. sell land acquired using funding provided under this Schedule;without approval from the Commonwealth.
20. Queensland can undertake a transaction referred to in clause 19 with a Queensland authority or government owned corporation, however, the authority or corporation will not undertake a subsequent transaction referred to in clause 19 within the relevant 25 year period without approval from the Commonwealth.
21. The parties agree in principle that the Commonwealth will be entitled to a fair proportion of realised proceeds from a transaction referred to in clause 19 or 20, commensurate with the scale of the Commonwealth's investment in the Arena and Minor Venues Program.
22. Further details on management of project funding will be stipulated in FFAs, once agreed, on the Arena and Minor Venues Program.
23. Commonwealth contributions as set out in this Schedule and related FFAs must only be used for approved purposes consistent with this Schedule and the applicable FFA.

## **PART 5 – PROJECT MILESTONES, REPORTING AND PAYMENTS**

### **Project reporting**

24. Reporting on projects will align to the Brisbane 2032 Coordination Office's integrated reporting framework and is proposed to be established as follows:
  - a. Arena – an FFA to be agreed between both parties that will stipulate project reporting milestones and payments; and
  - b. Minor Venues Program – an FFA to be agreed between both parties will stipulate program and/or project reporting milestones and payments.

25. As part of these respective FFAs, Queensland will deliver on jointly agreed milestones for agreed venues which may, by written agreement, be varied by the relevant parties from time to time.

### **Performance indicators**

26. Achievement of the objectives and outcomes in this Schedule will be informed with reference to the achievement of specific performance indicators for the Arena and Minor Venues Program, additional to milestone requirements, as agreed in writing by the parties, and verified in the Post Completion Report (or equivalent) and joint project evaluation process.

### **Reporting arrangements**

27. Queensland will provide the Commonwealth with Monthly Progress Reports for the Arena and the Minor Venues Program. Each report to contain details of milestones achieved in the period to date against milestone description.

28. Queensland will also provide:

- a. financial updates in monthly project reporting to the relevant governance committees for venues projects;
- b. cash-flow projections twice a year (on 1 February and 1 October each year) for the overall management of the FFAs under this Schedule;
- c. Post Completion Reports within twelve months of completion of each project; and
- d. updates to the Commonwealth in a timely manner on any issues relating to the Minor Venues Program and the Arena Project, which should occur through the established governance forums on each of the projects or direct contact with Commonwealth if not appropriate in a broader governance forum. This must include timely advice as to any expected material deviations from the project parameters set under clause 24 or 25.

### **Project/Program Assurance**

29. Both parties agree on the assurance for the Arena as follows:

- a. a joint business case on the Arena with Commonwealth participation in procurement, scope and assessment decisions;
- b. to leverage work completed as part of the Brisbane Arena Project Validation Report (PVR) (and related processes) in undertaking a joint Brisbane Arena Business Case;
- c. jointly select design and delivery partner;
- d. joint assessment of any potential third party participation including response to any unsolicited proposals;
- e. time and cost estimation including project timeframes, expected milestone payments and funding requirements;
- f. independent gateway review assurance to be provided throughout the duration of the project and to be agreed by both parties; and
- g. in the event that, during the life of this Schedule, both parties agree there is a risk to the Brisbane Arena project, the parties agree to engage without prejudice but in good faith about options to mitigate that risk.

30. Both parties agree on the assurance for the Minor Venues Program as follows:
- a. Commonwealth-agreed PVRs as the basis for investment decisions;
    - i. discrepancies between the Queensland PVR framework and the requirements of Commonwealth investments to be addressed by both parties in a pragmatic manner.
  - b. joint oversight and consultation on the chosen design and the selected delivery partner;
  - c. joint assessment of any potential third-party participation including response to any unsolicited proposals;
  - d. time and cost estimation including project timeframes, expected milestone payments and funding requirements;
  - e. independent gateway review assurance to be provided throughout the duration of each project and to be agreed by both parties, unless alternative arrangements are agreed for a specific project; and
  - f. if Queensland seeks to move funding from one venue to another on the list at Annexure A, or to utilise funding from the Minor Venues Program for an additional or alternate venue, this can only be done with the Commonwealth's agreement. The mechanism for enacting these arrangements will be set out in the FFA to be agreed for Minor Venues Program funding with a view to administrative flexibility and practicality.

## PART 6 – GOVERNANCE ARRANGEMENTS

### Governance

31. Governance to be established and detailed in the respective FFAs as follows:
- a. **Arena** – the Commonwealth to maintain equal representation in the peak governance body for the Arena and maintain representation on Executive Steering Committees (ESC) and Project Control Groups (PCG);
    - i. the peak governance body to consist of the Secretary of the Commonwealth Department of Infrastructure, Transport, Regional Development, Communications and the Arts (or future iterations of the department) and the Director-General of the Queensland Department of State Development, Infrastructure, Local Government and Planning (or future iterations of the department) or their suitable delegates;
  - b. **Minor Venues Program** – Commonwealth to be granted representation at all levels of Governance: ESC and PCG levels or other project governance bodies that are put in place; and
  - c. the PCG and ESCs will be open to Commonwealth observers or expert participants as required.

### Variation of this Schedule



32. The Schedule may be amended at any time by agreement in writing by the Commonwealth and Queensland.
33. Any amendments must be made in writing and executed by the Commonwealth and Queensland and will include the date on which the amendments come into force.
34. The Commonwealth and Queensland acknowledge that the complex nature of organising Brisbane 2032 and the long duration of this Schedule may mean that this Schedule is varied from time to time.

### **Delegations**

35. A party may, by notice to the other party signed by the first-mentioned party's authorised representative, advise that the authority to approve amendments to this Schedule, and/or to provide an approval or consent in relation to a matter which requires the Commonwealth's or Queensland's (as applicable) approval or consent under this Schedule, has been delegated to a Minister other than the Minister with responsibility for this Schedule, or to an official of that party (who may be referred to by portfolio and level, rather than by position title from time to time), (each a Delegation).
36. A Delegation may apply in relation to the Schedule generally, or only to particular clauses in or matters dealt with by the Schedule which are set out in the notice. A Delegation may be revoked or updated at any time by a subsequent notice. A Delegation notice may be signed:
  - a. if the Minister with responsibility for this Schedule has previously delegated the issuing of notices under clause 35, a person who holds that delegation; or
  - b. otherwise, the Minister with responsibility for this Schedule.
37. Where this Schedule refers to an official participating in a committee, forum or other governance body, the official may delegate attendance (either generally or as required from time to time) to a direct report of the relevant official, or to another official of the same party of equivalent seniority, by providing a written notice to the chair of the relevant body or, if there is no chair, to each other member.

### **Dispute resolution under this Schedule**

38. Either party may give notice to other parties of a dispute under this Schedule in the form of a letter to the other party.
39. Officials of relevant parties will attempt to resolve any dispute in the first instance. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.

## PART 7: Signatories

The parties have confirmed their commitment to this Schedule as follows:

**Signed** *for and on behalf of the Commonwealth of Australia by*



**The Honourable Anthony Albanese MP**

Prime Minister of Australia

Dated: 17/2/23

**Signed** *for and on behalf of the State of Queensland by*



**The Honourable Anastacia Palaszczuk MP**

Premier of Queensland

Minister for the Olympic and Paralympic Games

Dated: 17.2.23

# Annexure A

## Minor Venues Program list of projects

Venue Name	New or upgrade	Location
Breakfast Creek Indoor Sports Centre	New	Greater Brisbane
International Broadcast Centre	Temporary	Greater Brisbane
Logan Indoor Sports Centre	New	Greater Brisbane
Brisbane Aquatic Centre and Precinct	Existing/upgrade	Greater Brisbane
Chandler Indoor Sports Centre	New	Greater Brisbane
Anna Meares Velodrome and BMX track	Existing/upgrade	Greater Brisbane
Brisbane International Shooting Centre	Existing/upgrade	Greater Brisbane
Queensland Tennis Centre	Existing/upgrade	Greater Brisbane
Redlands Whitewater Centre	New	Greater Brisbane
Moreton Bay Indoor Sports Centre	New	Greater Brisbane
Wyaralong Flatwater Centre & Precinct	Existing/upgrade	Greater Brisbane
Sunshine Coast Indoor Sports Centre	New	Sunshine Coast
Sunshine Coast Mountain Bike Centre	Existing/upgrade	Sunshine Coast
Sunshine Coast Stadium	Existing/Upgrade	Sunshine Coast
Barlow Park	Existing/upgrade	Cairns
Toowoomba Sports Ground	Existing/upgrade	Toowoomba
General allowance for minor upgrades to existing competition and training venues	N/A	N/A