



# Commonwealth Standard Grant Agreement

between the Commonwealth represented by

**Department of Industry, Science and Resources**

and

**ALCORE LIMITED**

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# Grant Agreement MTCEI000038

Once completed, this document, together with the Grant Details and the Commonwealth Standard Grant Conditions (Schedule 1), forms an Agreement between the Commonwealth and the Grantee.

## Parties to this Agreement

### The Grantee

Full legal name of Grantee	ALCORE LIMITED
Legal entity type (e.g. individual, incorporated association, company, partnership, etc)	Australian Public Company
Trading or business name	ALCORE LIMITED
Any relevant licence, registration or provider number	Not applicable
Australian Business Number (ABN) or other entity identifiers	53626023078
Australian Company Number (ACN)	Not applicable
Registered for Goods and Services Tax (GST)?	Yes
Date from which GST registration was effective?	1/07/2018
Registered office address	Level 5 52 Phillip St SYDNEY NSW 2000 Australia
Relevant business place	L 5 52 Phillip St SYDNEY NSW 2000 Australia

### The Commonwealth

The Commonwealth of Australia represented by the  
Department of Industry, Science and Resources  
of 10 Binara Street CANBERRA ACT 2600  
ABN 74 599 608 295

## Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide the Grantee with a Grant for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use the Grant and undertake the Activity in accordance with this Agreement and the relevant Grant Details.

## Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms (if any);
- (c) the Standard Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) any other document referenced or incorporated in the Grant Details.

If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire agreement in relation to the Grant provided under it and the relevant Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.



# Grant Details MTCEI000038

## A. Purpose of the Grant

The Grant is being provided as part of the Manufacturing Translation Stream - Recycling and Clean Energy Priority Round 2 grant opportunity.

The objectives of the Manufacturing Translation Stream are to:

- support Australian manufacturing businesses and entrepreneurs to translate and commercialise good ideas into new and enhanced commercial outcomes including new high-quality products and services and solutions
- encourage manufacturers to adopt new technologies and develop new processes and innovative solutions to build scale, capability and overcome challenges facing their sector (as outlined in the relevant National Manufacturing Priority road map)
- create new jobs and increase the management capability, expertise and specialisations and business acumen in the manufacturing sector
- support Australian manufacturers to pivot to high value-added activities at either end of the 'manufacturing smile curve'
- attract investment to develop ideas and translate research into commercial solutions and outcomes
- grow and support manufacturing networks and ecosystems and increase collaboration and knowledge diffusion to stimulate innovation in Australian manufacturing.

The intended outcomes of the Manufacturing Translation Stream are:

- increased number of businesses and manufacturers translating their research and ideas into commercial products, services and solutions
- increased investment in commercialisation and translation activities, focused in the National Manufacturing Priority areas
- establishment and expansion of new and existing modern manufacturing businesses in the National Manufacturing Priority areas with sustainable business growth
- increased manufacturing exports and value of the manufacturing sector to the economy
- growth in high value skills and jobs in the National Manufacturing Priority areas
- develop a global and international reputation as a country with a growing modern manufacturing sector and capability.

## B. Activity

The Activity is made up of the Grantee's project and all eligible project activities as specified in these Grant Details.

### Project title

Alcore Aluminium Smelter Bath Waste Recycling Plant

### Project scope and description

This Modern Manufacturing Initiative project will design, construct and commission the world's first commercial refinery to recycle aluminium smelter waste into valuable chemicals. The project will be located in Bell Bay, Tasmania and involve the following activities:

1. Generation of engineering data from lab-scale and pilot-scale plants, computer modelling and industry experience to inform design of the commercial-scale plant

2. Production of detailed plant designs including:

- a. equipment lists
- b. process and instrumentation diagrams
- c. process flow diagrams
- d. engineering drawings.

3. Design of automation and process control system

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5. Development of utilities for full operation including:

- a. Storage and raw materials handling equipment
- b. Product packaging

6. Equipment installation and commissioning of mechanical and electrical systems confirming operation, performance and safety, including:

- a. Inspection of equipment, piping and machinery against designs
- b. flushing and cleaning
- c. pressure testing
- d. functional testing

7. Staff recruitment and training

8. Regulatory approvals

## Project outcomes

The outcomes of the project will be as follows:

- World's first commercial plant that recycles aluminium smelter bath waste into hydrogen fluoride, aluminium sulfate and sodium sulfate.

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- Australian production of hydrogen fluoride.
- Australian production of aluminium fluoride.

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In undertaking the Activity, the Grantee must comply with the requirements of the grant opportunity guidelines (as in force at the time of application).

The Grantee must notify the Commonwealth about events relating to the project and provide an opportunity for the Minister or their representative to attend.

## C. Duration of the Grant

The Activity starts on 26 August 2022 and ends on 31 March 2024, which is the **Activity Completion Date**.

The Agreement ends on 29 June 2025 which is the **Agreement End Date**.

### Activity Schedule

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## D. Payment of the Grant

The total amount of the Grant is \$7,582,966 (plus GST if applicable).

The Grant will be provided at up to 44.49 per cent of eligible expenditure as defined in the grant opportunity guidelines subject to availability of Program funds.

The Grant will be paid in accordance with clause ST2.

The Grant will be paid according to the following schedule. Payments are subject to satisfactory progress on the project and compliance by the Grantee with its obligations under this Agreement.

Payment event	Anticipated payment date	Payment amount (GST excl)
Initial payment	15/12/2022	\$3,033,186
Progress payment	17/04/2023	\$2,654,039
Final payment	20/05/2024	\$1,895,741
Total		\$7,582,966

## Invoicing

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes in relation to the Activity.

## E. Reporting

The Grantee agrees to provide the following reports to the Commonwealth representative in accordance with the reporting requirements (Schedule 2).

Report type	Period start date	Period end date	Agreed evidence	Due date
Progress report A - quarterly	26/08/2022	25/11/2022	Photographs related to the project, Report to the Department's satisfaction	25/12/2022
Progress report B - 6 monthly	26/08/2022	25/02/2023	Eligible Expenditure Spreadsheet, invoices and proof of payment, to the Department's satisfaction, Photographs related to the project	25/03/2023
Progress report A - quarterly	26/02/2023	25/05/2023	Photographs related to the project, Report to the Department's satisfaction	25/06/2023
Progress report B - 6 monthly	26/02/2023	25/08/2023	Eligible Expenditure Spreadsheet, invoices and proof of payment, to the Department's satisfaction, Photographs related to the project	25/09/2023
Progress report A - quarterly	26/08/2023	25/11/2023	Photographs related to the project, Report to the Department's satisfaction	25/12/2023

Report type	Period start date	Period end date	Agreed evidence	Due date
End of project report	26/08/2022	31/03/2024	Independent audit report, Eligible Expenditure Spreadsheet, invoices and proof of payment, to the Department's satisfaction, Photographs related to the project	30/04/2024
Post Project report	31/03/2024	31/03/2025	Photographs related to the project, Report to the Department's satisfaction	30/04/2025

During the Agreement period, the Commonwealth may ask the Grantee for ad-hoc reports on the project. The Grantee must provide these reports in the timeframes notified by the Commonwealth.

## F. Party representatives and address for notices

### Grantee's representative and address

Grantee's representative name	Dr Mark Cooksey
Position	CEO
Address	L 5 52 Phillip St SYDNEY NSW 2000
Business hours telephone	
Mobile	s22
Email	s22 @alcore.net.au

### Commonwealth representative and address

Name of representative	s22
Position	Program Manager
Postal address	GPO Box 2013 CANBERRA ACT 2601
Physical address	10 Binara Street CANBERRA ACT 2600

Business hours telephone	S 22
Email	mis@industry.gov.au

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

## G. Activity Material

Not applicable

## Supplementary Terms

### ST1. Other Contributions

ST1.1 In this Agreement, Other Contributions means the financial or in-kind contributions other than the Grant set out in the following table:

Contributor	Nature of contribution	Amount (GST exclusive)	Timing
Alcore			
	Cash	\$9461176	30/03/2024
Total		\$9,461,176	

ST1.2 The Grantee agrees to provide, or to ensure the provision of, the Other Contributions and to use them to undertake the Activity. If the Other Contributions are not provided in accordance with this clause, then the Commonwealth may:

- (a) suspend payment of the Grant until the Other Contributions are provided; or
- (b) terminate this Agreement in accordance with clause 19 of this Agreement.

### ST2. Activity Budget

ST2.1 In this Agreement, Appropriation means money drawn from the Consolidated Revenue Fund.

ST2.2 The Grantee agrees to use the Grant and any Other Contributions and undertake the Activity consistently with the Activity Budget in the following table:

#### Financial year 2022/23

Head of expenditure	Breakdown of expenditure	Agreed project cost
Project expenditure	Contracts	\$870,000
Project expenditure	Labour	\$463,667
Project expenditure	Other	\$710,000
Project expenditure	Plant and equipment	\$2,560,500
Project expenditure	Prototype	\$1,500,000
Project expenditure	Travel and overseas	\$61,900
Financial year total		\$6,166,067

#### Financial year 2023/24

Head of expenditure	Breakdown of expenditure	Agreed project cost
Project expenditure	Contracts	\$1,575,000
Project expenditure	Labour	\$641,875



Project expenditure	Other	\$50,000
Project expenditure	Plant and equipment	\$8,181,500
Project expenditure	Prototype	\$200,000
Project expenditure	Travel and overseas	\$229,700
Financial year total		\$10,878,075

#### All financial years

Head of expenditure	Breakdown of expenditure	Agreed project cost
Project expenditure	Contracts	\$2,445,000
Project expenditure	Labour	\$1,105,542
Project expenditure	Other	\$760,000
Project expenditure	Plant and equipment	\$10,742,000
Project expenditure	Prototype	\$1,700,000
Project expenditure	Travel and overseas	\$291,600
All financial years total		\$17,044,142

Figures in the above table are GST inclusive amounts less GST credits that can be claimed in relation to the expenditure.

ST2.3 Subject to sufficient appropriation being available, the Grant will be paid up to the Annual Capped Amounts over the financial years specified in the following table.

#### Annual capped amounts

Financial Year	Annual capped amount (GST excl)
2022/23	\$5,687,225
2023/24	\$1,895,741
Total	\$7,582,966

ST2.4 The Commonwealth is not required to make a payment if it would result in the amount paid in a financial year exceeding the Annual Capped Amount for that financial year specified in the table under clause ST2.3.

ST2.5 In accordance with the Activity Budget under clause ST2.2, the Annual Capped Amounts may not be exceeded unless the Commonwealth specifically approves an increase of that amount under clause ST2.8.

ST2.6 Subject to this clause, the Grantee may reallocate expenditure in respect of categories of expenditure in the Activity Budget, provided it does not materially change the Activity, any Milestone(s) set out in this Agreement, or cause the Grantee to be in breach of any of its obligations under this Agreement.

ST2.7 The Grantee must give the Commonwealth:

- (a) by 1 February each financial year; or
- (b) at any time the Grantee wishes to request a variation to any one or more of the Annual Capped Amounts; or
- (c) if otherwise requested by the Commonwealth,

a revised Activity Budget in a form acceptable to the Commonwealth. The revised Activity Budget must clearly identify any proposed changes, including of any proposed changes to the Annual Capped Amounts, and explain the reasons for the proposed changes.

ST2.8 The Commonwealth may, at its discretion, approve or reject a revised Activity Budget provided under clause ST2.7 and/or any proposed changes to the Annual Capped Amounts. The Commonwealth's approval may be granted subject to conditions.

ST2.9 If a revised Activity Budget and any proposed changes to the Annual Capped Amounts are approved by the Commonwealth, then it will become the Activity Budget and, if relevant, the Annual Capped Amounts will be adjusted accordingly.

### ST3. Intellectual property in Activity Material

Not applicable

### ST4. Access/monitoring/inspection

ST4.1 The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth:

- (a) access to premises where the Activity is being performed and/or where Material relating to the Activity is kept within the time period specified in a Commonwealth notice; and
- (b) permission to inspect and take copies of any Material relevant to the Activity.

ST4.2 The Auditor-General and any Information Officer under the *Australian Information Commissioner Act 2010* (Cth) (including their delegates) are persons authorised for the purposes of clause ST4.1.

ST4.3 This clause ST4 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

### ST5. Equipment and Assets

ST5.1 In this Agreement

**Asset** means any item of property purchased, leased, created or otherwise brought into existence wholly, or in part, with the use of the Grant, excluding Activity Material and Intellectual Property Rights.

ST5.2 The Grantee agrees to obtain the Commonwealth's prior written approval to use the Grant to purchase any item of equipment or Asset for more than \$10,000 (including GST), apart from those listed in the Activity Budget and/or detailed below:

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ST5.3 Unless otherwise agreed in writing by the Commonwealth, the Grantee must ensure that it owns any equipment or Asset acquired with the Grant.

ST5.4 Unless to the extent the Commonwealth agrees otherwise in writing, the Grantee agrees to use the Asset for the purpose of the Activity. The Commonwealth may give its agreement subject to conditions and the Grantee must comply with any such conditions.

ST5.5 The Grantee agrees to maintain a register of all Assets with a value of \$10,000 (including GST) or more at the time of the Asset's purchase, lease, creating or bringing into existence in the form specified below and to provide the register to the Commonwealth upon request.

Item number	Description	Total cost (including GST)
<i>Reference</i>	<i>Description of the equipment or asset</i>	<i>Total cost of the equipment or asset</i>

ST5.6A At all times until the Agreement End Date, the Grantee undertakes not to sell, mortgage or encumber, lease or sublease, assign or otherwise transfer or give up ownership or the right to occupy or use (Dispose) of any interest in an Asset unless with the Commonwealth's prior written consent (such consent may be withheld at the Commonwealth's discretion and subject to conditions).

#### ST5.6B

(a) Without limiting the Commonwealth's rights under this Agreement, if prior to the Agreement End Date:

- (i) the Commonwealth is satisfied that the Grantee failed to comply with its obligations under clause ST5.6A; or
- (ii) the Commonwealth terminates the Agreement pursuant to clause 19.3 (Termination for fault);

the Commonwealth may by written notice to the Grantee, require the Grantee to repay to the Commonwealth the relevant amount of the Grant that was spent on the acquisition of:

- (iii) where the Commonwealth is satisfied that if the Grantee failed to comply with its obligations under clause ST5.6A, the Asset which the Grantee Disposed of an interest in; and
- (iv) where the Commonwealth terminates the Agreement pursuant to clause 19.3 (Termination for fault), Assets purchased or otherwise acquired with the Grant.

(b) The Grantee must repay to the Commonwealth the relevant amount of the Grant that was spent on the acquisition of relevant Assets where either of the following circumstances arise:

- (i) where the Commonwealth is satisfied that if the Grantee failed to comply with its obligations under clause ST5.6A, the Asset which the Grantee Disposed of an interest in; and
- (ii) where the Commonwealth terminates the Agreement pursuant to clause 19.3 (Termination for fault), Assets purchased or otherwise acquired with the Grant,

and the provisions of clause 11.2 apply to the repayment.

## ST6. Specified Personnel

Not applicable

## ST7. Relevant qualifications, licences, permits, approvals or skills

Not applicable

## ST8. Vulnerable Persons

Not applicable

## ST9. Child safety

Not applicable

## ST10. Commonwealth Material, facilities and assistance

Not applicable

## ST11. Jurisdiction

ST11.1 This Agreement is governed by the law of the Australian Capital Territory.

## ST12. Grantee trustee of trust (if applicable)

ST12.1 In this Agreement, **Trust** means the trust specified in the Parties to the Agreement section of this Agreement.

ST12.2 The Grantee warrants that:

- (a) it is the sole trustee of the Trust; and
- (b) it has full and valid power and authority to enter into this Agreement and perform the obligations under it on behalf of the Trust; and
- (c) it has entered into this Agreement for the proper administration of the Trust; and
- (d) all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into this Agreement and perform the obligations under it; and
- (e) it has the right to be indemnified out of the assets of the Trust for all liabilities incurred by it under this Agreement.

## ST13. Fraud

ST13.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

ST13.2 The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

ST13.3 If the Grantee becomes aware of:

- (a) any Fraud in relation to the performance of the Activity; or
- (b) any other Fraud that has had or may have an effect on the performance of the Activity;

then it must within 5 business days report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies.

ST13.4 The Grantee must, at its own cost, investigate any Fraud referred to in clause ST13.3 in accordance with the Australian Government Investigations Standards available at [www.ag.gov.au](http://www.ag.gov.au).

ST13.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

ST13.6 This clause survives the termination or expiry of the Agreement.

## ST14. Prohibited dealings

ST14.1 In this Agreement

- Listed Terrorist Organisation** means an organisation listed as a terrorist organisation pursuant to Division 102 of the *Criminal Code Act 1995* (Cth). This list is available at: <https://www.nationalsecurity.gov.au/Listedterroristorganisations/Pages/default.aspx>;
- Consolidated List** means the list of all individuals and entities subject to targeted financial sanctions pursuant to the Charter of the United Nations Act 1945 (Cth) and the Autonomous Sanctions Act 2011 (Cth). This list is available at: <https://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx>;
- World Bank Listing of Ineligible Firms and Individuals** means the list of firms and individuals ineligible to be awarded a World Bank-financed contract. This list is available at: <https://www.worldbank.org/en/projects-operations/procurement/debarred-firms>

ST14.2 The Grantee agrees to take all reasonable steps to ensure that all individuals or entities involved in carrying out the Activity, including the Grantee itself and its officers, employees, contractors and agents:

- (a) are not directly or indirectly engaged in preparing, planning, assisting in or the doing of a terrorist act;
- (b) are not, and do not become a Listed Terrorist Organisation;
- (c) are not, and do not become listed on the Consolidated List;
- (d) are not, and do not become listed on the World Bank Listing of Ineligible Firms and Individuals;
- (e) are not owned or controlled by any individual or entity mentioned in the lists referred to in ST14.2 (b) to (d); and
- (f) do not provide direct or indirect support, resources or assets (including any Commonwealth funding) to any individual or entity associated with terrorism or mentioned in the lists referred to in ST14.2 (b) to (d).

ST14.3 The Grantee agrees to inform the Commonwealth immediately if the Grantee discovers that the Grantee itself or any of its officers, employees, contractors or agents or any other individual or entity involved in carrying out the Activity may have contravened this clause ST14.

## ST15. Anti-corruption

ST15.1 In this Agreement:

**Illegal or Corrupt Practice** means directly or indirectly:

- (a) making or causing to be made, any offer, gift, payment, consideration or benefit of any kind to any party, or
- (b) receiving or seeking to receive, any offer, gift, payment, consideration or benefit of any kind from any party, as an inducement or reward in relation to the performance of the Activity, which would or could be construed as an illegal or corrupt practice;

ST15.2 The Grantee warrants that the Grantee, its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity have not, engaged in an Illegal or Corrupt Practice.

ST15.3 The Grantee agrees not to, and to take all reasonable steps to ensure that its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity do not:

- (a) engage in an Illegal or Corrupt Practice; or
- (b) engage in any practice that could constitute the offence of bribing a foreign public official contained in section 70.2 of the Criminal Code Act 1995 (Cth).

ST15.4 The Grantee agrees to inform the Commonwealth within five business days if the Grantee becomes aware of any activity as described in ST15.3 in relation to the performance of the Activity.

## ST16. Step-in rights

Not applicable

## ST17. Grant administrator

Not applicable

## ST18. Management Adviser

Not applicable

## ST19. Indemnities

ST19.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

ST19.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

## ST20. Compliance with Legislation and Policies

ST20.1 In this Agreement:

**Legislation** means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority.

ST20.2 The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement.

ST20.3 The Grantee agrees, in carrying out its obligations under this Agreement, to comply with any of the Commonwealth's policies as notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site).

ST20.4 In carrying out the Activity, the Grantee must comply with the following applicable policies/laws:

- (a) All State, Territory or Commonwealth law relating to the employment or engagement of people who work or volunteer with children in relation to the Activity including mandatory reporting and working with children checks however described and, if requested, provide the Commonwealth, at the Grantee's cost, with an annual statement of compliance with these requirements in such form as may be specified by the Commonwealth.
- (b) State/Territory legislation in relation to COVID-19 health regulations
- (c) Australian Government Building and Construction WHS Accreditation Scheme

## ST21. Work health and safety

ST21.1 The Grantee agrees to ensure that it complies at all times with all applicable work health and safety legislative and regulatory requirements and any additional work health and safety requirements set out in the Grant Details.

ST21.2 If requested by the Commonwealth, the Grantee agrees to provide copies of its work health and safety management plans and processes and such other details of the arrangements it has in place to meet the requirements referred to in clause ST21.1.

ST21.3 When using the Commonwealth's premises or facilities, the Grantee agrees to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or those facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

## ST22. Transition

Not applicable

## ST23. Corporate Governance

ST23.1 In this Agreement:

**Constitution** means (depending on the context):

- (a) a company's, body corporate's or incorporated association's constitution, or equivalent documents, which (where relevant) includes rules and any amendments that are part of the constitution;
- (b) in relation to any other kind of body:
  - (i) the body's charter or memorandum; or
  - (ii) any instrument or law constituting or defining the constitution of the body or governing the activities of the body or its members.

ST23.2 The Grantee warrants that nothing in its constitution conflicts with its obligations under this Agreement.

ST23.3 The Grantee agrees to provide a copy of its constitution to the Commonwealth upon request and inform the Commonwealth whenever there is a change in the Grantee's constitution, structure or management.

## ST24. Counterparts

ST24.1 This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

## ST25. Secret and Sacred Indigenous Material

Not applicable



# Schedule 1: Commonwealth Standard Grant Conditions

## 1. Undertaking the Activity

1.1 The Grantee agrees to undertake the Activity for the purpose of the Grant in accordance with this Agreement.

1.2 The Grantee is fully responsible for the Activity and for ensuring the performance of all its obligations under this Agreement in accordance with all relevant laws. The Grantee will not be relieved of that responsibility because of:

- (a) the grant or withholding of any approval or the exercise or non-exercise of any right by the Commonwealth; or
- (b) any payment to, or withholding of any payment from, the Grantee under this Agreement.

## 2. Payment of the Grant

2.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

2.2 Notwithstanding any other provision of this Agreement, the Commonwealth may by notice withhold payment of any amount of the Grant and/or take any other action specified in the Supplementary Terms if it reasonably believes that:

- (a) the Grantee has not complied with this Agreement;
- (b) the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) there is a serious concern relating to this Agreement that requires investigation.

2.3 A notice under clause 2.2 will contain the reasons any action taken under clause 2.2 and, where relevant, the steps the Grantee can take to address those reasons.

2.4 The Commonwealth will only be obliged to pay the withheld amount once the Grantee has addressed the reasons contained in a notice under clause 2.2 to the Commonwealth's reasonable satisfaction.

## 3. Acknowledgements

3.1 The Grantee agrees not to make any public announcement, including by social media, in connection with the awarding of the Grant without the Commonwealth's prior written approval.

3.2 The Grantee agrees to acknowledge the Commonwealth's support in all Material, publications and promotional and advertising materials published in connection with this Agreement. The Commonwealth may notify the Grantee of the form of acknowledgement that the Grantee is to use.

## 4. Notices

4.1 Each Party agrees to promptly notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of any of its other requirements under this Agreement.

4.2 A notice given by a Party under this Agreement must be in writing and addressed to the other Party's representative as set out in the Grant Details or as most recently updated by notice given in accordance with this clause.

## 5. Relationship between the Parties

5.1 A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

## 6. Subcontracting

6.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

6.2 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

## 7. Conflict of interest

7.1 Other than those which have already been disclosed to the Commonwealth, the Grantee warrants that, to the best of its knowledge, at the date of this Agreement, neither it nor its officers have any actual, perceived or potential conflicts of interest in relation to the Activity.

7.2 If during the term of the Agreement, any actual, perceived or potential conflict arises or there is any material change to a previously disclosed conflict of interest, the Grantee agrees to:

- (a) notify the Commonwealth promptly and make full disclosure of all relevant information relating to the conflict; and
- (b) take any steps the Commonwealth reasonably requires to resolve or otherwise deal with that conflict.

## 8. Variation, assignment and waiver

8.1 This Agreement may be varied in writing only, signed by both Parties.

8.2 The Grantee cannot assign its obligations, and agrees not to assign its rights, under this Agreement without the Commonwealth's prior approval.

8.3 The Grantee agrees not to enter into negotiations with any other person for the purposes of entering into an arrangement that will require novation of, or involve any assignment of rights under, this Agreement without first consulting the Commonwealth.

8.4 A waiver by a Party of any of its rights under this Agreement is only effective if it is in a signed written notice to the other Party and then only to the extent specified in that notice.

## 9. Taxes, duties and government charges

9.1 The Grantee agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except as provided by this Agreement.

9.2 If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.

9.3 The Parties acknowledge and agree that they each:

- (a) are registered for GST purposes;
- (b) have quoted their Australian Business Number to the other; and
- (c) must notify the other of any changes to the matters covered by this clause.

9.4 The Grantee agrees that the Commonwealth will issue it with a recipient created tax invoice for any taxable supply it makes under this Agreement.

9.5 The Grantee agrees not to issue tax invoices in respect of any taxable supplies.

9.6 If the Grantee is not, or not required to be, registered for GST, then:

- (a) clauses 9.3(a), 9.4 and 9.5 do not apply; and
- (b) the Grantee agrees to notify the Commonwealth in writing within 7 days of becoming registered for GST if during the term of the Agreement it becomes, or is required to become, registered for GST.

## 10. Spending the Grant

10.1 The Grantee agrees to spend the Grant for the purpose of performing the Activity and otherwise in accordance with this Agreement.

10.2 Within 90 days after the Activity Completion Date, the Grantee agrees to provide the Commonwealth with an independently audited financial acquittal report verifying that the Grant has been spent in accordance with this Agreement.

10.3 The reports under clause 10.2 must be audited by:

- (a) a Registered Company Auditor registered under the *Corporations Act 2001* (Cth); or
- (b) a certified Practising Accountant; or
- (c) a member of the Institute of Public Accountants; or
- (d) a member of Chartered Accountants Australia and New Zealand;

who is not a principal member, shareholder, officer or employee of the Grantee or a related body corporate.

## 11. Repayment

11.1 If any amount of the Grant:

- (a) has been spent other than in accordance with this Agreement; or
- (b) is additional to the requirements of the Activity

then the Commonwealth may, by written notice:

- (c) require the Grantee to repay that amount to the Commonwealth;
- (d) require the Grantee to deal with that amount as directed by the Commonwealth; or
- (e) deduct the amount from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

11.2 If the Commonwealth issues a notice under this Agreement requiring the Grantee to repay a Grant amount:

- (a) the Grantee must do so within the time period specified in the notice;

- (b) the Grantee must pay interest on any part of the amount that is outstanding at the end of the time period specified in the notice until the outstanding amount is repaid in full; and
- (c) the Commonwealth may recover the amount and any interest under this Agreement as a debt due to the Commonwealth without further proof of the debt being required.

## 12. Record keeping

12.1 The Grantee agrees to keep financial accounts and other records that:

- (a) detail and document the conduct and management of the Activity;
- (b) identify the receipt and expenditure of the Grant and any Other Contributions separately within the Grantee's accounts and records so that at all times the Grant is identifiable;
- (c) enable all receipts and payments related to the Activity to be identified and reported.

12.2 The Grantee agrees to keep the records for five years after the Activity Completion Date or such other time specified in the Grant Details and provide copies of the records to the Commonwealth upon request.

## 13. Reporting and liaison

13.1 The Grantee agrees to provide the Reporting Material specified in the Grant Details to the Commonwealth.

13.2 In addition to the obligations in clause 13.1, the Grantee agrees to:

- (a) liaise with and provide information to the Commonwealth as reasonably required by the Commonwealth; and
- (b) comply with the Commonwealth's reasonable requests, directions, or monitoring requirements,

in relation to the Activity.

13.3 If the Commonwealth acting reasonably has concerns regarding the performance of the Activity or the management of the Grant, the Commonwealth may by written notice require the Grantee to provide one or more additional reports, containing the information and by the date(s) specified in the notice.

13.4 The Grantee acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under the *Criminal Code Act 1995* (Cth).

## 14. Privacy

14.1 When dealing with Personal Information in carrying out the Activity, the Grantee agrees:

- (a) to comply with the requirements of the *Privacy Act 1988* (Cth);
- (b) not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle;
- (c) to ensure that any of the Grantee's subcontractors or personnel who deal with Personal Information for the purposes of this Agreement are aware of the requirements of the *Privacy Act 1988* (Cth) and the Grantee's obligations under this clause;

- (d) to immediately notify the Commonwealth if the Grantee becomes aware of an actual or possible breach of this clause by the Grantee or any of the Grantee's subcontractors or personnel.

14.2 In carrying out the Activity, the Grantee agrees not to send any Personal Information outside of Australia without the Commonwealth's prior written approval. The Commonwealth may impose any conditions it considers appropriate when giving its approval.

## 15. Confidentiality

15.1 The Parties agree not to disclose each other's confidential information without the other Party's prior written consent unless required or authorised by law or Parliament to disclose.

15.2 The Commonwealth may disclose the Grantee's confidential information where;

- (a) the Commonwealth is providing information about the Activity or Grant in accordance with Commonwealth accountability and reporting requirements;
- (b) the Commonwealth is disclosing the information to a Minister of the Australian Government, a House or Committee of the Commonwealth Parliament; or
- (c) the Commonwealth is disclosing the information to its personnel or another Commonwealth agency where this serves the Commonwealth's legitimate interests.

## 16. Insurance

16.1 The Grantee agrees to maintain adequate insurance for as long as any obligations remain in connection with this Agreement and provide proof of insurance to the Commonwealth upon request.

## 17. Intellectual property

17.1 Subject to clause 17.2 the Grantee owns the Intellectual Property Rights in Activity Material created and Reporting Material.

17.2 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

17.3 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence to use, modify, communicate, reproduce, publish, adapt and sub-license the Reporting Material for Commonwealth Purposes.

17.4 The licence in clause 17.3 does not apply to Activity Material.

## 18. Dispute resolution

18.1 The Parties agree not to initiate legal proceedings in relation to a dispute arising under this Agreement unless they have first tried and failed to resolve the dispute by negotiation.

18.2 Unless clause 18.3 applies, the Parties agree to continue to perform their respective obligations under this Agreement when a dispute exists.

18.3 The Parties may agree to suspend performance of the Agreement pending resolution of the dispute.

18.4 Failing settlement by negotiation in accordance with clause 18.1, the Parties may agree to refer the dispute to an independent third person with power to intervene and direct some form of

resolution, in which case the Parties will be bound by that resolution. If the Parties do not agree to refer the dispute to an independent third person, either Party may initiate legal proceedings.

18.5 Each Party will bear their own costs in complying with this clause 18, and the Parties will share equally the cost of any third person engaged under clause 18.4.

18.6 The procedure for dispute resolution under this clause does not apply to any action relating to termination, cancellation or urgent interlocutory relief.

## **19. Reduction, Suspension and Termination**

### **19.1 Reduction in scope of agreement for fault**

19.1.1 If the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy, or if the Grantee has failed to comply with a notice to remedy, the Commonwealth may by written notice reduce the scope of the Agreement.

19.1.2 The Grantee agrees, on receipt of the notice of reduction, to:

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice;
- (b) take all available steps to minimise loss resulting from the reduction;
- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth;
- (d) report on, and return any part of the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

19.1.3 In the event of reduction under clause 19.1.1, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

### **19.2 Suspension**

19.2.1 If:

- (a) the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is capable of remedy;
- (b) the Commonwealth reasonably believes that the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) the Commonwealth reasonably believes that there is a serious concern relating to this Agreement that requires investigation;

the Commonwealth may by written notice:

- (d) immediately suspend the Grantee from further performance of the Agreement (including expenditure of the Grant); and/or
- (e) require that the non-compliance or inability be remedied, or the investigation be completed, within the time specified in the notice.

19.2.2 If the Grantee:

- (a) remedies the non-compliance or inability specified in the notice to the Commonwealth's reasonable satisfaction, or the Commonwealth reasonably concludes that the concern is unsubstantiated, the Commonwealth may direct the Grantee to recommence performing the Activity; or

- (b) fails to remedy the non-compliance or inability within the time specified, or the Commonwealth reasonably concludes that the concern is likely to be substantiated, the Commonwealth may reduce the scope of the Agreement in accordance with clause 19.1 or terminate the Agreement immediately by giving a second notice in accordance with clause 19.3.

### **19.3 Termination for fault**

19.3.1 The Commonwealth may terminate this Agreement by notice where the Grantee has:

- (a) failed to comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy or where clause 19.2.2(b) applies;
- (b) provided false or misleading statements in relation to the Grant; or
- (c) become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

19.3.2 The Grantee agrees, on receipt of the notice of termination, to:

- (a) stop the performance of the Grantee's obligations;
- (b) take all available steps to minimise loss resulting from the termination; and
- (c) report on, and return any part of the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

## **20. Cancellation or reduction for convenience**

20.1 The Commonwealth may cancel or reduce the scope of this Agreement by notice, due to:

- (a) a change in government policy; or
- (b) a Change in the Control of the Grantee which the Commonwealth reasonably believes will negatively affect the Grantee's ability to comply with this Agreement.

20.2 On receipt of a notice of reduction or cancellation under this clause, the Grantee agrees to:

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that reduction or cancellation; and
- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth;
- (d) report on, and return any part of the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20.3 In the event of reduction or cancellation under this clause, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable and substantiated expenses the Grantee unavoidably incurs that relate directly and entirely to the reduction in scope or cancellation of the Agreement.



20.4 In the event of reduction, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

20.5 The Commonwealth's liability to pay any amount under this clause is:

- (a) subject to the Grantee's compliance with this Agreement; and
- (b) limited to an amount that when added to all other amounts already paid under the Agreement will not exceed the total amount of the Grant.

20.6 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee but for the cancellation or reduction in scope of the Agreement under clause 20.1.

20.7 The Commonwealth will act reasonably in exercising its rights under this clause.

## 21. Survival

21.1 The following clauses survive termination, cancellation or expiry of this Agreement:

- clause 10 (Spending the Grant);
- clause 11 (Repayment);
- clause 12 (Record keeping);
- clause 13 (Reporting);
- clause 14 (Privacy);
- clause 15 (Confidentiality);
- clause 16 (Insurance);
- clause 17 (Intellectual property);
- clause 19 (Reduction, Suspension and Termination);
- clause 21 (Survival);
- clause 22 (Definitions);
- ST4 (Access/monitoring/inspection);
- ST19 (Indemnities); and
- any other clause which expressly or by implication from its nature is meant to survive.

## 22. Definitions

22.1 In this Agreement, unless the contrary appears:

- **Activity** means the activities described in the Grant Details and includes the provisions of the Reporting Material.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*



- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth Purposes** includes the following:
  - (a) the Commonwealth verifying and assessing grant proposals, including a grant application;
  - (b) the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
  - (c) the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement; and
  - (d) the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;
 but in all cases:
  - (e) excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.
- **Commonwealth Standard Grant Conditions** means this document.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee for the Activity as specified in the Grant Details and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee.
- **Grantee** means the legal entity other than the Commonwealth specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Records** includes documents, information and data stored by any means and all copies and extracts of the same.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details, and includes any Existing Material that is incorporated in or supplied with the Reporting Material.

## Signatures

Executed as an agreement:

### Commonwealth

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Industry, Science and Resources.

Name	s22
Position	Program Manager
Date	09 December 2022

### Grantee

Full legal name of the Grantee	ALCORE LIMITED ABN: 53626023078
Name of Authorised Representative	Mark Cooksey
Date	09 December 2022

# Schedule 2 Reporting requirements

## Appendix 1

### Manufacturing Translation Stream - Recycling and Clean Energy Priority Round 2 - Progress Report A requirements

You will need to provide the following information in your progress reports. The Commonwealth reserves the right to amend or adjust the requirements.

You must complete and submit your report on the [portal](#). You can enter the required information in stages and submit when it is complete.

### Project progress

- a. Complete the following table, updating for all milestones shown in the Activity Schedule of your grant agreement.

Milestone	Agreed end date	Actual/ anticipated end date	Current % complete	Progress comments – work undertaken and impact of any delay

- b. Is your project on track to be completed by the agreed project end date?
- c. If applicable, please provide any further updates on the progress or status of your project.
- d. How many employees (headcount) do you currently employ?
- i. Full-time employees
  - ii. Part-time employees
  - iii. Casual employees or contractors
- e. How many of these employees are undertaking skilled or unskilled roles?
- i. Skilled
  - ii. Unskilled

*Skilled: requires an education level of either a bachelor degree or higher; advanced diploma or diploma; certificate III or IV (including trade certificate)*

*Unskilled: requires an education level of year 12 only and below.*

- f. What proportion of your employees have received training or upskilling specific to your project?
- g. If applicable, please describe and comment on the type of training/skills development undertaken and how upskilling has impacted the competitiveness of your organisation.

- h. Since participating in this program, how has your profitability changed?
- i. Please provide details of your net profit during the last quarter.
- j. As a result of your participation in this program, over the past quarter, how much (dollar value) have you invested in:
  - i. Research and development
  - ii. Capital equipment
  - iii. New technology
  - iv. Design
  - v. Acquisition of licenses
  - vi. Intellectual property
  - vii. Digital transformation activities
  - viii. Transaction costs
- k. Please provide details of your export revenue for the last quarter
- l. How much has your participation in this program increased your ability to manufacture exports?
- m. If applicable, what is the impact on export volume and value?
- n. Since participating in this program, did your organisation introduce any new or significantly improved goods or services that differ significantly from those previously offered?
  - i. Goods
  - ii. Services
  - iii. None of the above
- o. How many new patent or trademark applications can you attribute to participating in this program?
- p. What is the percentage of your total income associated to new products, processes or services developed with the support from the program?

## Attachments

- a. Attach any agreed evidence required with this report to demonstrate project progress.
- b. Attach copies of any published reports and promotional material, relating to the project.

## Declaration

You must ensure an authorised person completes the report and can declare the following:

- The information in this report is accurate, complete and not misleading and that I understand the giving of false or misleading information is a serious offence under the Criminal Code 1995 (Cth).
- The activities identified in this report are for the purposes stated in the grant agreement.

- I am aware of the grantee's obligations under their grant agreement, including the need to keep the Commonwealth informed of any circumstances that may impact on the objectives, completion and/or outcomes of the agreed project.
- I am aware that the grant agreement empowers the Commonwealth to terminate the grant agreement and to request repayment of funds paid to the grantee where the grantee is in breach of the grant agreement.

## Appendix 2

### Manufacturing Translation Stream - Recycling and Clean Energy Priority Round 2 - Progress Report B requirements

You will need to provide the following information in your progress reports. The Commonwealth reserves the right to amend or adjust the requirements.

You must complete and submit your report on the [portal](#). You can enter the required information in stages and submit when it is complete.

#### Project progress

- a. Complete the following table, updating for all milestones shown in the Activity Schedule of your grant agreement.

Milestone	Agreed end date	Actual/ anticipated end date	Current % complete	Progress comments – work undertaken and impact of any delay

- b. Where applicable, describe any project activities completed during the reporting period that are not captured in the table above.

- c. Is the overall project proceeding in line with your grant agreement?

If no, identify any changes or anticipated issues. Comment on any impacts on project timing and outcomes and how you expect to manage these.

- d. How many employees (headcount) do you currently employ?

- i. Full-time employees
- ii. Part-time employees
- iii. Casual employees or contractors

- e. How many of these employees are undertaking skilled or unskilled roles?

- i. Skilled
- ii. Unskilled

*Skilled: requires an education level of either a bachelor degree or higher; advanced diploma or diploma; certificate III or IV (including trade certificate)*

*Unskilled: requires an education level of year 12 only and below.*

- f. How many employees have you retained as a result of your participation in this project?

- i. Full-time employees

- ii. Part-time employees
  - iii. Casual employees or contractors
- g. What proportion of your employees have received training or upskilling specific to your project?
- h. If applicable, please describe and comment on the type of training/skills development undertaken and how upskilling has impacted the competitiveness of your organisation.
- i. Since participating in this program, how has your profitability changed?
- j. Please provide details of your net profit during the last 6 months.
- k. As a result of your participation in this program, during the last 6 months, how much (dollar value) have you invested in:
  - i. Research and development
  - ii. Capital equipment
  - iii. New technology
  - iv. Design
  - v. Acquisition of licenses
  - vi. Intellectual property
  - vii. Digital transformation activities
  - viii. Transaction costs
- l. Please provide details of your export revenue for the last 6 months.
- m. How much has your participation in this program increased your ability to manufacture exports?
- n. If applicable, what is the impact on export volume and value?
- o. Since participating in this program, did your organisation introduce any new or significantly improved goods or services that differ significantly from those previously offered?
  - i. Goods
  - ii. Services
  - iii. None of the above
- p. What is the percentage of your total income associated to new products, processes or services developed with the support from the program?
- q. Have there been any material changes in the nature of the activity of key personnel involved the project, including affiliations/links with foreign governments or companies, changes in the ownership of the organisation and/or its parent, and disclosure of any pecuniary penalty imposed by a Commonwealth, State or Territory court or entity.
- r. Are there any planned events relating to the project that you are required to notify us about in accordance with your agreement?
- s. If yes, provide details of the event including date, time, purpose of the event and key stakeholders expected to attend.

## Project outcomes

- a. Since your project commenced, has your organisation gained access to do business in new markets:
  - i. Domestically?
  - ii. Internationally?
  - iii. Both Domestically and Internationally?
- b. Since your project commenced, has the program improved your organisation's ability to participate in global value chains?
- c. If yes, how was it improved?
- d. Please identify any new collaborations and/or partnerships that you may have formed as a result of this project, and also describe the nature of these, e.g.:
  - i. Local and/or international
  - ii. Sharing resources or infrastructure with other organisations
  - iii. Sharing knowledge with other organisations
  - iv. No new collaborations formed

## Project funding

- a. Provide details of all contributions to your project other than the grant. This includes your own contributions as well as any contributions from government (except this grant), project partners or others.

## Project expenditure

Provide the following information about your eligible project expenditure. Eligible expenditure is divided into the same categories as the budget in your application.

If you are registered for GST, enter the GST exclusive amount. If you are not registered for GST, enter the GST inclusive amount. We may ask you to provide evidence of costs incurred.

Refer to the grant opportunity guidelines or contact us if you have any questions about eligible expenditure.

- a. What is the eligible expenditure you have incurred in this reporting period?
- b. What is the estimated eligible expenditure for the next reporting period?
- c. What is the estimated eligible expenditure for remaining reporting periods in current financial year (if applicable)?
- d. What is the estimated total eligible expenditure for future financial years?
- e. What is the estimated total eligible expenditure for the project?
- f. Briefly explain the reason for any changes between the forecast and actual expenditure for the current reporting period, and any significant changes to the forecast budget for the remainder of the project.



- g. Is the project expenditure broadly in line with the activity budget in the grant agreement?  
If no, explain the reasons.
- h. Has a project partner (including any approved subcontractor) acquired or created any assets with the grant? If yes, please provide the value and a description of the asset/s.

## Bank account details

Have your bank account details changed since your last payment or since you last provided them?

If yes, we will provide you with a form to complete your new bank account details.

If you are not due any further payments, select not applicable.

## Attachments

- a. Attach any agreed evidence required with this report to demonstrate project progress.
- b. Attach copies of any published reports and promotional material, relating to the project.

## Declaration

You must ensure an authorised person completes the report and can declare the following:

- The information in this report is accurate, complete and not misleading and that I understand the giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).
- The activities identified in this report are for the purposes stated in the grant agreement.
- I am aware of the grantee's obligations under their grant agreement, including the need to keep the Commonwealth informed of any circumstances that may impact on the objectives, completion and/or outcomes of the agreed project.
- I am aware that the grant agreement empowers the Commonwealth to terminate the grant agreement and to request repayment of funds paid to the grantee where the grantee is in breach of the grant agreement.

## Appendix 3

### Manufacturing Translation Stream - Recycling and Clean Energy Priority Round 2 - End of Project Report requirements

You will need to provide the following information in your End of project report. The Commonwealth reserves the right to amend or adjust the requirements.

You must complete and submit your report on the [portal](#). You can enter the required information in stages and submit when it is complete.

#### Project achievements

- a. Complete the following table, updating for all milestones shown in the Activity Schedule of your grant agreement.

Milestone	Agreed end date	Actual/ anticipated end date	Current % complete	Progress comments – work undertaken and impact of any delay

- b. Where applicable, describe any project activities completed during the reporting period that are not captured in the table above.

#### Project outcomes

- a. How many employees (headcount) do you currently employ?
- Full-time employees
  - Part-time employees
  - Casual employees or contractors
- b. How many new employees have you hired as a result of your participation in this project?
- Full-time employees
  - Part-time employees
  - Casual employees or contractors
- c. How many of these employees are undertaking skilled or unskilled roles?
- Skilled
  - Unskilled

*Skilled: requires an education level of either a bachelor degree or higher; advanced diploma or diploma; certificate III or IV (including trade certificate)*

*Unskilled: requires an education level of year 12 only and below.*

- d. How many employees have you retained as a result of your participation in this project?
  - i. Full-time employees
  - ii. Part-time employees
  - iii. Casual employees or contractors
- e. What proportion of your employees have received training or upskilling specific to your project?
  - i. 0%
  - ii. 1-19%
  - iii. 20-39%
  - iv. 40-59%
  - v. 60-79%
  - vi. 80-100%
- f. If applicable, please describe and comment on the type of training/skills development undertaken and how upskilling has impacted the competitiveness of your organisation.
- g. Do you expect to create further new jobs as a result of the project?

If yes please outline your workforce plan over the next 12 months, providing numbers (headcount) of new full-time, part-time and contract/casual jobs to be created. What type of jobs will be created (e.g. skilled – engineering, technical operations or unskilled)?
- h. Since participating in this program, how has your profitability changed?
  - i. Significantly higher
  - ii. Higher
  - iii. No change
  - iv. Lower
  - v. Significantly lower
- i. Please provide details of your net profit during the last 6 months.
- j. As a result of your participation in this program, during the last 6 months, how much (dollar value) have you invested in:
  - i. Research and development
  - ii. Capital equipment
  - iii. New technology
  - iv. Design
  - v. Acquisition of licenses
  - vi. Intellectual property
  - vii. Digital transformation activities
  - viii. Transaction costs

- k. Please provide details of your export revenue for the last 6 months.
- l. How much has your participation in this program increased your ability to manufacture exports?
- i. Very significantly
  - ii. Significantly
  - iii. Not affected
  - iv. Detrimental effect
  - v. Not applicable
- m. If applicable, what is the impact on export volume and value?
- n. Since participating in this program, did your organisation introduce any new or significantly improved goods or services that differ significantly from those previously offered?
- i. Goods
  - ii. Services
  - iii. None of the above
- o. How many new patent or trademark applications can you attribute to participating in this program?
- p. What is the percentage of your total income associated to new products, processes or services developed with the support from the program?
- q. Has participating in this program impacted your organisation's:
- i. Productivity - ability to produce more with the same or less input?
  - ii. Ability to scale up?
  - iii. Manufacturing capability?
  - iv. Business acumen?
  - v. Knowledge diffusion?
  - vi. Innovation?
  - vii. Transaction costs?
- If you selected any of the above options, please describe and comment on the impact to your organisation.
- r. Has participating in this program influenced your organisation's competitiveness? For example:
- % or \$ increase in total sales?
  - increased profitability?
  - increased market share?
  - access to new domestic or international markets
- If yes, please describe and comment on influence the program has provided to support the competitiveness of your organisation.

- s. Has your participation in the program improved your organisation's ability to translate research into commercial outcomes?
- If yes, please describe and comment how the program has supported your organisation to translate research into commercial outcomes.
- t. Describe how you have applied new technology and/or developed new products, processes or services to one or more of the National Manufacturing priority areas.
- u. Has your organisation expanded to deliver/undertake different activities to your normal organisation activities?
- If yes, what type of new activities does your organisation undertake? Select all that apply.
- v. Describe how you intend to sustain investment into your organisation following the conclusion of this grant.
- w. Since your project commenced, has your organisation gained access to do business in new markets:
- i. Domestically?
  - ii. Internationally?
  - iii. Both Domestically and Internationally?
- x. Since your project commenced, has the program improved your organisations ability to participate in global value chains?
- If yes, how was it improved?
- y. Please identify any new collaborations and/or partnerships that you may have formed as a result of this project, and also describe the nature of these, e.g.:
- Local and/or international
  - Sharing resources or infrastructure with other organisations
  - Sharing knowledge with other organisations
  - No new collaborations formed
- z. Have there been any unintended consequences, positive or negative, as a result of your participation in this project?
- If yes, please provide additional information to describe any unintended consequences
- aa. Have there been any material changes in the nature of the activity of key personnel involved the project, including affiliations/links with foreign governments or companies, changes in the ownership of the company and/or its parent, and disclosure of any pecuniary penalty imposed by a Commonwealth, State or Territory court or entity.
- bb. Are there any planned events relating to the project that you are required to notify us about in accordance with your agreement?
- cc. If yes, provide details of the event including date, time, purpose of the event and key stakeholders expected to attend.

## Project benefits

- a. What benefits has the project achieved?

- b. What ongoing impact will the project have?
- c. Did the project result in any unexpected benefits?  
If yes, explain why.
- d. Is there any other information you wish to provide about your project?  
If yes, provide details.

## Project funding

- a. Provide details of all contributions to your project other than the grant. This includes your own contributions as well as any contributions from government (except this grant), project partners or others.

## Total eligible project expenditure

- a. Indicate the total eligible project expenditure incurred. Eligible expenditure is divided into the same categories as the budget in your application.  
  
If you are registered for GST, enter the GST exclusive amount. If you are not registered for GST, enter the GST inclusive amount. We may ask you to provide evidence of costs incurred.  
  
Refer to the grant opportunity guidelines or contact us if you have any questions about eligible expenditure.
- b. Provide any comments you may have to clarify any figures.  
  
Was the expenditure incurred in accordance with the activity budget in the grant agreement?  
  
If no, explain the reason for a project underspend or overspend, or any other significant changes to the budget.
- c. Has a project partner (including any approved subcontractor) acquired or created any assets with the grant? If yes, please provide the value and a description of the asset/s.

## Updated business indicators

- a. Provide the following financial data for your organisation for your latest complete financial year.  
  
These fields are mandatory and entering \$0 is acceptable if applicable.
  - Financial year completed
  - Sales revenue (turnover)
  - Export revenue
  - R&D expenditure
  - Taxable income
  - Number of employees including working proprietors and salaried directors (headcount)
  - Number of independent contractors (headcount)

## Bank account details

Have your bank account details changed since your last payment or since you last provided them?

If yes, we will provide you with a form to complete your new bank account details.

If you are not due any further payments, select not applicable.

## Attachments

- a. Attach any agreed evidence required with this report to demonstrate progress or successful completion of your project.
- b. Attach copies of any published reports and promotional material, relating to the project.

## Declaration

You must ensure an authorised person completes the report and can declare the following:

- The information in this report is accurate, complete and not misleading and that I understand the giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).
- The grant was spent in accordance with the grant agreement.
- I am aware of the grantee's obligations under their grant agreement, including survival clauses.
- I am aware that the grant agreement empowers the Commonwealth to terminate the grant agreement and to request repayment of funds paid to the grantee where the grantee is in breach of the grant agreement.

## Appendix 4

### Manufacturing Translation Stream - Recycling and Clean Energy Priority Round 2 - Independent audit report

#### Background

These templates assist Grantees (and their auditors) to understand the audit requirements under a Commonwealth grant agreement administered by the Department of Industry, Science and Resources. For further information contact us on 13 28 46 or at [business.gov.au](http://business.gov.au).

When an independent audit report is required under our grant agreements the Grantee must provide us with:

- a statement of grant income and expenditure against the expenditure categories under the grant agreement (attachment A)
- an independent audit report on the statement of grant income and expenditure (attachment B)
- certification of certain matters by the auditor (attachment C).

You can find additional information on the grant opportunity relevant to your grant at [business.gov.au](http://business.gov.au) or by calling us on 13 28 46.

#### Eligible expenditure

Advice on eligible expenditure for projects under the grant opportunity can be found in grant opportunity guidelines. These guidelines are revised from time to time and therefore more than one version of the document may exist. The relevant guidelines are those that were effective at the time the Grantee's application was accepted.

It is essential that Grantees and their auditors understand the eligible expenditure requirements because these determine whether, and the extent to which, certain costs are reportable and claimable.

The amount of grant funding we approve is based on the Grantee's estimated eligible expenditure, as provided in their application. However, the grant funding any Grantee is ultimately entitled to receive is determined against actual eligible expenditure incurred and paid for on the project. The grant amount specified in the grant agreement is the **maximum** amount the Grantee may be paid.

The expenditure reported in the 'statement of grant income and expenditure' at attachment A must represent actual 'eligible expenditure' paid on the project during that period.



## Attachment A – Statement of grant income and expenditure

Grant opportunity name	[grant opportunity name]
Project number	[project number]
Grantee	[organisation]
Project title	[project title]
Reporting period start date	[project start date or other reporting period start date]
Reporting period end date	[project end date or other reporting period end date]

This statement of grant income and expenditure must be prepared by the Grantee and contain the following:

- Statement of funds, Grantee contributions and other financial assistance\*
- Statement of eligible expenditure\*
- Notes to the statement of eligible expenditure, explaining the basis of compilation
- Certification by directors of the Grantee
- \*We will compare this information to that detailed in the grant agreement.

### 1. Statement of funds, Grantee contributions and other financial assistance

Complete the following table for all cash [and in-kind] contributions for your project for the period in question, including

- the grant
- other government funding
- your own contributions
- partner or other third party contributions
- any additional private sector funding.

Insert rows as required.

Contributor	Cash amount (GST excl)	[Estimated in-kind amount (GST excl)]	Total (GST excl)
Grant	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
Grantee	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
[enter contributor]	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
[enter contributor]	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
Total	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]

## 2. Statement of eligible expenditure

You must provide detail of the eligible expenditure that has been incurred and paid for during the reporting period in the 'Statement of eligible expenditure' spreadsheet.

Comment on any variance between the expenditure items and amounts detailed in the grant agreement and the actual items and amounts detailed in the attached statement of eligible expenditure.

[enter details]

## 3. Note to the statement of eligible expenditure

### 3.1 Eligible expenditure

The eligible expenditure as reported in the statement of eligible expenditure is in accordance with the grant opportunity guidelines.

### 3.2 Basis of compilation

This statement of eligible expenditure has been prepared to meet the requirements of the grant agreement between [enter Grantee name] and the Commonwealth represented by the Department of Industry, Science and Resources. Significant accounting policies applied in the compilation of the statement of grant income and expenditure include the following:

[enter details]

4. Certification by directors [if not director, replace with appropriate equivalent]

[Grantee name]

[Project number]

For the period [dd/ mm/yyyy] to [dd/ mm/yyyy]

We confirm that, to the best of our knowledge and believe, having made such enquiries as we considered necessary for the purpose of appropriately informing ourselves:

**Statement of grant income and expenditure**

- a. We have fulfilled our responsibilities for the preparation of the statement of grant income and expenditure in accordance with the cash basis of accounting and the terms of the grant agreement with the Commonwealth, represented by the Department of Industry, Science and Resources dated [enter date]; in particular, the statement of grant income and expenditure presents fairly in accordance therewith.
- b. All events subsequent to the date of the statement of grant income and expenditure which require adjustment or disclosure so as to present fairly the statement of grant income and expenditure, have been adjusted or disclosed.
- c. [Where applicable] The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the statement of grant income and expenditure as a whole. A list of the uncorrected misstatements is attached to this representation letter.
- d. That all Grantee contributions and other financial assistance were spent for the purpose of the project and in accordance with the grant agreement and that the Grantee has complied with the grant agreement and relevant accounting policies.
- e. That salaries and allowances paid to persons involved in the project are in accordance with any applicable award or agreement in force under any relevant law on industrial or workplace relations.

Signature .....

Name [enter name]

Director

Date [dd/mm/yyyy]

Signature .....

Name [enter name]

Director

Date [dd/mm/yyyy]

## 5. For Auditor use only

I certify that this statement of grant income and expenditure is the one used to prepare my independent audit report dated [enter date] for the Department of Industry, Science and Resources.

Signature .....

Name [enter name]

Position [enter position]

Auditor's employer [enter employer name]

Date [dd/mm/yyyy]

## Attachment B - Independent audit report

### Background for auditors

The purpose of the independent audit report is to provide us with an auditor's opinion on the Grantee's statement of grant income and expenditure. The statement of grant income and expenditure is prepared by the Grantee to correspond with the expenditure reported to the department by the Grantee for the same period, in the process of claiming grant payments.

The independent audit report must be prepared by a person who is an approved auditor.

An approved auditor is a person who is:

- a. registered as a company auditor under the *Corporations Act 2001* or an appropriately qualified member of Chartered Accountants Australia and New Zealand, or of CPA Australia or the Institute of Public Accountants; and
- b. not a principal, member, shareholder, officer, agent, subcontractor or employee of the Grantee or of a related body corporate or a Connected Entity.

The audit should be undertaken and reported in accordance with Australian Auditing Standards.

The independent audit report must follow the required format and include any qualification regarding the matters on which the auditor provides an opinion. We may follow up any qualifications with the Grantee or auditor. The independent audit report must be submitted on the auditor's letterhead.

Auditors must comply with the professional requirements of Chartered Accountants Australia and New Zealand, CPA Australia and the Institute of Public Accountants in the conduct of their audit.

If the auditor forms an opinion that the statement of grant income and expenditure does not give a true and fair view of the eligible expenditure for the period, the independent audit report should be qualified and the error quantified in the qualification section of the independent audit report.

The required independent audit report format follows.

## Auditor's report

Independent audit report in relation to [Grantee name]'s statement of grant income and expenditure to the Commonwealth, represented by the Department of Industry, Science and Resources (the department).

We have audited:

- a. the accompanying statement of grant income and expenditure of [Grantee name] for the period [dd/mm/yyyy] to [dd/mm/yyyy], a summary of significant accounting policies and other explanatory information, and management's attestation statement thereon (together "the financial statement"). The financial statement has been prepared by management using the cash basis of accounting described in note 3.2 to the financial statement; and
- b. [Grantee name]'s compliance with the terms of the grant agreement between [Grantee name] and the Commonwealth dated [date of agreement] for the period [dd/mm/yyyy] to [dd/mm/yyyy] (the grant agreement).

We have:

- a. reviewed [Grantee name]'s statement of labour costs in support of its claim of eligible expenditure; and
- b. performed limited assurance procedures on [Grantee name]'s statement of employee numbers under the grant agreement].

### *Management's responsibility*

Management is responsible for:

- a. the preparation and fair presentation of the financial statement in accordance with the basis of accounting described in note 3.2, this includes determining that the cash basis of accounting is an acceptable basis for the preparation of the financial statement in accordance with the grant agreement;
- b. compliance with the terms of the grant agreement;
- c. the preparation of the statement of employee numbers and labour costs in support of eligible expenditure; and
- d. such internal control as management determines is necessary to:
  - i enable the preparation of the financial statement and the statement of [employee numbers and ]labour costs that are free from material misstatement, whether due to fraud or error; and
  - ii enable compliance with the terms of the grant agreement.

### *Auditor's responsibility*

Our responsibilities are:

- a. To express an opinion, based on our audit, on:
  - i the financial statement; and
  - ii [Grantee name]'s compliance, in all material respects, with the terms of the grant agreement; and

- b. To conclude based on:
  - i our review procedures, on the statement of labour costs; and
  - ii our limited assurance procedures on the statement of employee numbers.

We conducted our audit of the financial statement in accordance with Australian Auditing Standards; our audit of compliance with the grant agreement in accordance with ASAE 3100, our review of the statement of labour costs in accordance with ASRE 2405; and our limited assurance procedures on employee numbers in accordance with ASAE 3000]. The applicable Standards require that we comply with relevant ethical requirements and plan and perform our work to:

- a. obtain reasonable assurance about whether the financial statement is free from material misstatement and that [Grantee name] has complied, in all material respects, with the terms of the grant agreement; and
- b. obtain limited assurance as to whether anything has come to our attention that causes us to believe that the statements of employee numbers and labour costs are materially misstated.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement and about the Grantee's compliance with the grant agreement. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Grantee's preparation and fair presentation of the financial statement, and to the Grantee's compliance with the grant agreement, in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Grantee's internal control. An audit also includes evaluating the appropriateness of accounting policies used by management, as well as evaluating the overall presentation of the financial statement.

A review consists of making enquiries and applying analytical and other review procedures. A review is substantially less in scope than an audit conducted in accordance with Auditing Standards and consequently does not enable us to obtain assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion on the statement of labour costs.

A limited assurance engagement undertaken in respect of the statement of employee numbers, in accordance with ASAE 3000 involves [level of detail about procedures to be determined by the auditor]. The procedures performed in a limited assurance engagement vary in nature and timing from, and are less in extent than for, a reasonable assurance engagement; and consequently, the level of assurance obtained in a limited assurance engagement is substantially lower than the assurance that would have been obtained had a reasonable assurance engagement been performed.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion, review and limited assurance conclusions.

#### *Opinion*

In our opinion:

- a. the financial statement presents fairly, in all material respects, the grant income and expenditure of [Grantee name] for the period [dd/mm/yyyy] to [dd/mm/yyyy] in accordance with the cash basis of accounting described in note 3.2 and the terms of the grant agreement, dated [date of agreement], with the Commonwealth; and

- b. [Grantee name] has complied, in all material respects, with the requirements of the grant agreement between the organisation and the Commonwealth dated [date of agreement], for the period [dd/mm/yyyy] to [dd/mm/yyyy].

*Basis of Accounting and Restriction on Distribution*

Without modifying our opinion, we draw attention to note 3.2 to the financial statement, which describes the basis of accounting. The financial statement is prepared to provide information to the department in accordance with the grant agreement, dated [date of agreement]. As a result, the financial statement may not be suitable for another purpose.

*Use of Report*

This report has been prepared for [Grantee name] and the department in accordance with the requirements of the grant agreement between [Grantee name] and the Commonwealth, dated [date of agreement]. We disclaim any assumption of responsibility for any reliance on this report to any persons or users other than [Grantee name] and the department, or for any purpose other than that for which it was prepared.

*Conclusions*

Based on:

- a. Our review, which is not an audit, nothing has come to our attention that causes us to believe that the statement of labour costs in the period [dd/mm/yyyy] to [dd/mm/yyyy] is not, in all material respects, fairly presented in accordance with the grant agreement dated [date of agreement] with the Commonwealth; and
- b. The procedures we have performed and the evidence we have obtained, nothing has come to our attention that causes us to believe that the statement of employee numbers as at [dd/mm/yyyy] is not prepared, in all material respects, in accordance with the grant agreement dated [date of agreement] with the Commonwealth].

Auditor's signature .....

Name [enter name]

Auditor's employer [enter employer name]

Employer's address [enter address]

Qualifications [enter qualification]

Position [enter position]

Date [dd/mm/yyyy]



## Attachment C - Certification of certain matters by the auditor

The department also requires a certification of certain matters by the auditor in addition to the independent audit report. This should be submitted with the statement of grant income and expenditure and independent audit report.

The auditor who signs this certification must also initial and date a copy of the Grantee's statement of eligible expenditure. The department will not accept an independent audit report that lacks this attachment.

The required format of certification is on the following page.

[print on auditor letterhead]

[addressee]

Department of Industry, Science and Resources  
GPO Box 2013  
Canberra ACT 2601

I understand that the Commonwealth, represented by the Department of Industry, Science and Resources and [Grantee name] have entered into a grant agreement for the provision of financial assistance under the [grant opportunity name] to the Grantee for the project. A condition of funding under the grant agreement is that the Grantee provides a statement of grant income and expenditure certifying that expenditure on approved project items has been incurred within the relevant audit period and paid in accordance with the grant opportunity guidelines, and is supportable by appropriate documentation.

In fulfilment of the condition, I hereby certify that:

- a. I am a member of Chartered Accountants Australia and New Zealand/ CPA Australia/ the Institute of Public Accountants (as a Public Practice Certified Member).
- b. I have prepared the independent audit report on [Grantee name]'s, statement of grant income and expenditure in accordance with the details of the grant agreement between the Grantee and the Commonwealth, project no [project no] dated [dd/mm/yyyy].
- c. I have reviewed the grant agreement between the Grantee and the Commonwealth, project no [project no] dated [dd/mm/yyyy], and related grant opportunity guidelines and understand the requirements pertaining to financial reporting and eligible expenditure contained therein.
- d. I have signed the attached copy of [Grantee name]'s statement of eligible expenditure that I used to prepare the independent audit report.
- e. I have complied with the professional independence requirements of Chartered Accountants Australia and New Zealand/ CPA Australia/the Institute of Public Accountants. I specifically certify that I:
  - i am not, and have not been, a director, office holder, or employee of [Grantee name] or related body corporate of [Grantee name]
  - ii have not been previously engaged by [Grantee name] for the purpose of preparing their [grant opportunity name] application or any report required under the grant agreement
  - iii have no financial interest in [Grantee name].

Signature .....

Name [enter name]

Qualifications [enter qualification]

Position [enter position]

Date [dd/mm/yyyy]

## Appendix 5

### Manufacturing Translation Stream - Recycling and Clean Energy Priority Round 2 - Post Project Report requirements

You will need to provide the following information in your post project report. The Commonwealth reserves the right to amend or adjust the requirements.

You must complete and submit your report on the [portal](#). You can enter the required information in stages and submit when it is complete.

#### Project Achievements

- a. How many employees (headcount) do you currently employ?
  - i. Full-time employees
  - ii. Part-time employees
  - iii. Casual employees or contractors
- b. How many new employees have you hired as a result of your participation in this project?
  - i. Full-time employees
  - ii. Part-time employees
  - iii. Casual employees or contractors
- c. How many of these employees are undertaking skilled or unskilled roles?
  - i. Skilled
  - ii. Unskilled

*Skilled: requires an education level of either a bachelor degree or higher; advanced diploma or diploma; certificate III or IV (including trade certificate)*

*Unskilled: requires an education level of year 12 only and below.*

- d. How many employees have you retained as a result of your participation in this project?
  - i. Full-time employees
  - ii. Part-time employees
  - iii. Casual employees or contractors
- e. In the 12 months following completion of your project, what proportion of your employees have received training or upskilling specific to your project?
- f. If applicable, please describe and comment on the type of training/skills development undertaken and how upskilling has impacted the competitiveness of your organisation.
- g. Do you expect to create further new jobs (headcount) as a result of the project?

If yes, please outline your workforce plan over the next 12 months, providing numbers (headcount) of new full-time, part-time and contract/casual jobs to be created. What type of jobs will be created (e.g. skilled – engineering, technical operations or unskilled)?
- h. In the 12 months following completion of your project, how has your profitability changed?

- i. Significantly higher
  - ii. Higher
  - iii. No change
  - iv. Lower
  - v. Significantly lower
- i. Please provide details of your net profit for the last financial year (2020-21).
- j. In the 12 months following completion of your project, how much (dollar value) have you invested in:
- i. Research and development
  - ii. Capital equipment
  - iii. New technology
  - iv. Design
  - v. Acquisition of licenses
  - vi. Intellectual property
  - vii. Digital transformation activities
  - viii. Transaction costs
- k. Please provide details of your export revenue for the last financial year (2020-2021).
- l. In the 12 months following completion of your project, how much has your participation in this program increased your ability to manufacture exports?
- i. Very significantly
  - ii. Significantly
  - iii. Not affected
  - iv. Detrimental effect
  - v. Not applicable
- m. In the 12 months following completion of your project, if applicable, what is the impact on export volume and value?
- n. In the 12 months following completion of your project, did your organisation introduce any new or significantly improved goods or services that differ significantly from those previously offered?
- i. Goods
  - ii. Services
  - iii. None of the above
- o. In the 12 months following completion of your project, how many new patent or trademark applications can you attribute to participating in this program?
- p. In the 12 months following completion of your project, what is the percentage of your total income associated to new products, processes or services developed with the support from the program?

- q. In the 12 months following completion of your project, has your participation in this program impacted your company's:
- Productivity
  - Ability to scale up?
  - Manufacturing capability?
  - Business acumen?
  - Knowledge diffusion?
  - Innovation?
  - Transaction costs?
- If you selected any of the above options, please describe and comment on the impact to your organisation.
- r. In the 12 months following completion of your project, has participating in this program influenced your company's competitiveness? For example:
- % or \$ increase in total sales?
  - increased profitability?
  - increased market share?
  - access to new domestic or international markets
- If yes, please describe and comment on influence the program has provided to support the competitiveness of your organisation.
- s. In the 12 months following completion of your project, has your participation in the program improved your company's ability to translate research into commercial outcomes?
- If yes, please describe and comment how the program has supported your organisation to translate research into commercial outcomes.
- t. In the 12 months following completion of your project, describe how you have applied new technology and/or developed new products, processes or services to one or more of the National Manufacturing priority areas.
- u. In the 12 months following completion of your project, has your company expanded to deliver/undertake different activities to your normal organisation activities?
- v. If yes, what type of new activities does your organisation now undertake? Select all that apply
- R&D
  - Design
  - Logistics
  - Distribution
  - After-sales services
  - Other (please specify)
- w. Have you sustained investment into your organisation following the conclusion of this grant? If yes, please describe how

- x. Describe how you intend to sustain investment into your organisation going into the future.
- y. In the 12 months following completion of your project, has your organisation gained access to do business in new markets:
  - i. Domestically?
  - ii. Internationally?
  - iii. Both Domestically and Internationally?
- z. In the 12 months following completion of your project, has the program improved your organisations ability to participate in global value chains?
- aa. If yes, how was it improved?
- bb. In the 12 months following completion of your project, please identify any **new** collaborations and/or partnerships that you may have formed as a result of this project, and also describe the nature of these, e.g.:
  - Local and/or international
  - Sharing resources or infrastructure with other organisations
  - Sharing knowledge with other organisations
  - No new collaborations formed
- cc. In the 12 months following completion of your project, have there been any unintended consequences, positive or negative, as a result of your participation in this project?
- dd. If yes, please provide additional information to describe any unintended consequences
- ee. In the 12 months following completion of your project, have there been any material changes in the nature of the activity of key personnel involved the project, including affiliations/links with foreign governments or companies, changes in the ownership of the company and/or its parent, and disclosure of any pecuniary penalty imposed by a Commonwealth, State or Territory court or entity.

## Updated business indicators

- Provide the following financial data for your organisation for your latest complete financial year

These fields are mandatory and entering \$0 is acceptable if applicable.

  - Financial year completed
  - Sales revenue (turnover)
  - Export revenue
  - R&D expenditure
  - Taxable income
  - Number of employees including working proprietors and salaried directors (headcount)
  - Number of independent contractors (headcount)

## Attachments

- a. Attach copies of any published reports and promotional material, relating to the project.

## Declaration

You must ensure an authorised person completes the report and can declare the following:

- the information in this report is accurate, complete and not misleading and that I understand the giving of false or misleading information is a serious offence under the Criminal Code 1995 (Cth)
- I am aware of the grantee's obligations under their grant agreement.



## Deed of Variation

### Manufacturing Translation Stream - Recycling and Clean Energy Priority Round 2 MTCEII000038

#### Details

##### Parties

The parties to this deed of variation including any schedules and annexures ("Deed") are the parties to the grant agreement with number MTCEII000038 executed on 9 December 2022 under the Manufacturing Translation Stream - Recycling and Clean Energy Priority Round 2 as varied from time to time ("Grant Agreement").

##### Definition

Unless otherwise specified or the context otherwise requires, terms that are defined in the Grant Agreement have the same meaning in this Deed.

#### Background

The Commonwealth and the Grantee have agreed to vary the terms of the Grant Agreement in accordance with this Deed.

#### Operative clauses

1. On and with effect from the date the last party signs this Deed, the Grant Agreement is varied as set out in Schedule 1 to this Deed.
2. The parties confirm all other provisions of the Grant Agreement and, subject only to the amendments contained in this Deed, the Grant Agreement remains in full force and effect.
3. This Deed and the Grant Agreement, when read together, contain the entire agreement of the parties with respect to the parties' rights and obligations under the Grant Agreement.
4. This Deed may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this Deed by signing any counterpart.
5. This Deed is governed by the laws of the Australian Capital Territory.
6. Each party will pay their own costs associated with this Deed.



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## Signatures

Executed as a deed:

### Commonwealth

Executed as a deed for and on behalf of the Commonwealth of Australia as represented by the Department of Industry, Science and Resources by:

Name (print)	S 22
Position (print)	Manager, Manufacturing Team, Internal Programs Branch
Signature and date	S 22 9 April 2024
Witness name (print)	S 22
Signature and date	S 22 9 April 2024

### Grantee

Executed as a deed for and on behalf of Alcore Limited in accordance with section 127 of the *Corporations Act 2001* by:

Name of company	Alcore Limited. ABN 53 626 023 078 ACN 62 6023 078
Director name (print)	MARK COOKSEY
Signature and date	S 22 5/4/2024
Director/ Company Secretary name (print)	Mathew Watkins
Signature and date	S 22 5/04/2024

## Schedule 1 - Variation to Grant Agreement

### 1. The Grant Details are varied.

Clause B is varied by deleting the clause and replacing it with the following:

The Activity is made up of the Grantee's project and all eligible project activities as specified in these Grant Details.

#### Project title

Alcore Aluminium Smelter Bath Waste Recycling Plant

#### Project scope and description

This Modern Manufacturing Initiative project will design and construct the world's first commercial refinery to recycle aluminium smelter waste into valuable chemicals. The project will be located in Bell Bay, Tasmania and involve the following activities:

1. Generation of engineering data from lab-scale and pilot-scale plants, computer modelling and industry experience to inform design of the commercial-scale plant
2. Production of detailed plant designs including:
  - a. equipment lists
  - b. process and instrumentation diagrams
  - c. process flow diagrams
  - d. engineering drawings.
3. Design of automation and process control system

S 47, S 47G

### 5. Development of utilities for full operation including:

- a. Storage and raw materials handling equipment
- b. Product packaging

6. Post project end date, at the grantee's expense, the grantee will perform equipment installation and commissioning of mechanical and electrical systems confirming operation, performance and safety, including:

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- a. Inspection of equipment, piping and machinery against designs
  - b. flushing and cleaning
  - c. pressure testing
  - d. functional testing
7. Post project end date, at the grantee's expense, the grantee will perform staff recruitment and training
8. Post project end date, at the grantee's expense, the grantee will complete regulatory approvals

S 47, S 47G

### C. Duration of the Grant

Clause C is varied by deleting the clause and replacing it with the following:

The Activity starts on 26 August 2022 and ends 31 March 2025, which is the Activity Completion Date.

The Agreement ends on 30 June 2026 which is the Agreement End Date.

## Activity Schedule

In undertaking the Activity, the Grantee will meet the following milestones by the due dates.

s 47G

### D. Payment of the Grant

Clause D is varied by deleting the clause and replacing it with the following:

The total amount of the Grant is \$7,582,966 (plus GST if applicable).

The Grant will be provided at up to 42.37 per cent of eligible expenditure as defined in the grant opportunity guidelines subject to availability of Program funds.

The Grant will be paid in accordance with clause ST2.

The Grant will be paid according to the following schedule. Payments are subject to satisfactory progress on the project and compliance by the Grantee with its obligations under this Agreement.

Payment event	Anticipated payment date	Payment amount (GST excl)
Initial payment	5/01/2023	\$3,033,186
Progress payment	28/06/2023	\$2,654,039
Final payment	29/5/2025	\$1,895,741
Total		\$7,582,966



## Invoicing

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes in relation to the Activity.

## E. Reporting

Clause E is varied by deleting the clause and replacing it with the following:

The Grantee agrees to provide the following reports to the Commonwealth representative in accordance with the reporting requirements (Schedule 2).

Report type	Period start date	Period end date	Agreed evidence	Due date
Progress report A - quarterly	26/08/2022	25/11/2022	Photographs related to the project, Report to the Department's satisfaction	25/12/2022
Progress report B - 6 monthly	26/08/2022	25/02/2023	Eligible Expenditure Spreadsheet, invoices and proof of payment, to the Department's satisfaction, Photographs related to the project	25/03/2023
Progress report A - quarterly	26/02/2023	25/05/2023	Photographs related to the project, Report to the Department's satisfaction	25/06/2023
Progress report B - 6 monthly	26/02/2023	25/08/2023	Eligible Expenditure Spreadsheet, invoices and proof of payment, to the Department's satisfaction, Photographs related to the project	25/09/2023

Report type	Period start date	Period end date	Agreed evidence	Due date
Progress report A - quarterly	26/08/2023	25/11/2023	Photographs related to the project, Report to the Department's satisfaction	25/12/2023
Progress report B – 7 months	26/08/2023	31/03/2024	Eligible Expenditure Spreadsheet, invoices and proof of payment, to the Department's satisfaction, Photographs related to the project	30/04/2024
Progress report B - 6 monthly	01/04/2024	30/09/2024	Eligible Expenditure Spreadsheet, invoices and proof of payment, to the Department's satisfaction, Photographs related to the project	30/10/2024
End of project report	26/08/2022	31/03/2025	Independent audit report, Eligible Expenditure Spreadsheet, invoices and proof of payment, to the Department's satisfaction, Photographs related to the project	30/04/2025
Post Project report	01/04/2025	31/03/2026	Photographs related to the project, Report to the Department's satisfaction	30/04/2026

During the Agreement period, the Commonwealth may ask the Grantee for ad-hoc reports on the project. The Grantee must provide these reports in the timeframes notified by the Commonwealth.

## Supplementary Terms

### ST1. Other Contributions

ST1.1 In this Agreement, Other Contributions means the financial or in-kind contributions other than the Grant set out in the following table:

Contributor	Nature of contribution	Amount (GST exclusive)	Timing
Alcore			
	Cash	\$10,313,896	31/03/2025
Total		\$10,313,896	

ST1.2 The Grantee agrees to provide, or to ensure the provision of, the Other Contributions and to use them to undertake the Activity. If the Other Contributions are not provided in accordance with this clause, then the Commonwealth may:

- (a) suspend payment of the Grant until the Other Contributions are provided; or
- (b) terminate this Agreement in accordance with clause 19 of this Agreement.

ST2.2 is deleted and replaced with the following:

ST2.2 The Grantee agrees to use the Grant and any Other Contributions and undertake the Activity consistently with the Activity Budget in the following table:

#### Financial year 2022/23

Head of expenditure	Breakdown of expenditure	Agreed project cost
Project expenditure	Contracts	\$56,140
Project expenditure	Labour	\$0
Project expenditure	Other	\$0
Project expenditure	Plant and equipment	\$0
Project expenditure	Prototype	\$39,653
Project expenditure	Travel and overseas	\$0
Financial year total		\$95,793



**Financial year 2023/24**

Head of expenditure	Breakdown of expenditure	Agreed project cost
Project expenditure	Contracts	\$72,896
Project expenditure	Labour	\$195,084
Project expenditure	Other	\$0
Project expenditure	Plant and equipment	\$0
Project expenditure	Prototype	\$0
Project expenditure	Travel and overseas	\$0
Financial year total		\$267,980

**Financial year 2024/25**

Head of expenditure	Breakdown of expenditure	Agreed project cost
Project expenditure	Contracts	\$2,315,964
Project expenditure	Labour	\$910,458
Project expenditure	Other	\$760,000
Project expenditure	Plant and equipment	\$10,742,000
Project expenditure	Prototype	\$2,513,067
Project expenditure	Travel and overseas	\$291,600
All financial years total		\$17,533,089

**All financial years**

Head of expenditure	Breakdown of expenditure	Agreed project cost
Project expenditure	Contracts	\$2,445,000
Project expenditure	Labour	\$1,105,542
Project expenditure	Other	\$760,000
Project expenditure	Plant and equipment	\$10,742,000
Project expenditure	Prototype	\$2,552,720
Project expenditure	Travel and overseas	\$291,600
All financial years total		\$17,896,862



Figures in the above table are GST inclusive amounts less GST credits that can be claimed in relation to the expenditure.

ST2.3 is deleted and replaced with the following:

ST2.3 Subject to sufficient appropriation being available, the Grant will be paid up to the Annual Capped Amounts over the financial years specified in the following table.

**Annual capped amounts**

Financial Year	Annual capped amount (GST excl)
2021/22	\$0
2022/23	\$5,687,225
2023/24	\$0
2024/25	\$1,895,741
Total	\$7,582,966

ST5.2 is deleted and replaced with the following:

**ST5.2 In this Agreement**

**Asset** means any item of property purchased, leased, created or otherwise brought into existence wholly, or in part, with the use of the Grant, excluding Activity Material and Intellectual Property Rights.

ST5.2 The Grantee agrees to obtain the Commonwealth's prior written approval to use the Grant to purchase any item of equipment or Asset for more than \$10,000 (including GST), apart from those listed in the Activity Budget and/or detailed below:

S 47, S 47G

s22

---

**From:** Mark Cooksey <@abxgroup.com.au>  
**Sent:** Tuesday, 14 November 2023 4:50 PM  
**To:** MTS  
**Cc:** s22  
**Subject:** RE: MTCEII000038 Alcore Limited - confirming that the formal signed variation request has been submitted. [SEC=

Hi s22

That is all correct.

Regards

Dr Mark Cooksey  
 Managing Director and CEO  
 ABx Group Limited  
 +s22  
 s22 @abxgroup.com.au  
[www.abxgroup.com.au](http://www.abxgroup.com.au)

---

**From:** MTS  
**Sent:** Tuesday, November 14, 2023 2:10 PM  
**To:** Mark Cooksey  
**Cc:** s22  
**Subject:** MTCEII000038 Alcore Limited - confirming that the formal signed variation request has been submitted. [SEC=OFFICIAL]

OFFICIAL

Good afternoon, Mark.

This is to follow up on our phone call today. As discussed, your request emailed to me on the 10/11/2023 will be recorded as the formal signed variation request. I recognise that there are further details to be clarified by exchange of email. For example, the revised expenditure profile, now with expenditure in FY 24/25.

Key points in your variation request are:

- a. A change of project end date to 31/3/2025.
- b. In the request, the construction of the plant is planned to be completed by 31/3/2025. This is a commercial plant that recycles aluminium smelter bath waste into hydrogen fluoride, aluminium sulfate and sodium sulfate.
- c. S 47G, S 47J
- d. S 47G, S 47J
- e. There may be changes to the Asset register. e.g., specialised reactors.

Please call or email if any of the points above are incorrect or require clarification.

s22

## Program Officer

Enabling and Business Services | Business Grants Hub and Integrity Division | Internal Programs Branch  
On the land of the Wurundjeri people of the Kulin Nation, 111 Bourke Street, Melbourne, Australia  
Ngunnawal Country, GPO Box 2013, Canberra 2601, Australia  
Department of Industry, Science and Resources  
P (s22 | M s22 E s22 @industry.gov.au

### Acknowledgement of Country

Our department recognises the First Peoples of this Nation and their ongoing cultural and spiritual connections to the lands, waters, seas, skies, and communities.

We Acknowledge First Nations Peoples as the Traditional Custodians and Lore Keepers of the oldest living culture and pay respects to their Elders past and present. We extend that respect to all First Nations Peoples.

OFFICIAL

---

**From:** Mark Cooksey <s22 @abxgroup.com.au>  
**Sent:** Friday, 10 November 2023 10:35 AM  
**To:** s22 <s22 @industry.gov.au>  
**Subject:** RE: MTCEII000038 Alcore Limited - please fill out variation request as per your progress report statement [SEC=

**CAUTION** - This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

---

Hi s22

I have completed the variation request. Please treat this as a draft. It is probably better that we discuss before formal submission.

Regards

Dr Mark Cooksey  
Managing Director and CEO  
ABx Group Limited  
+s22  
s22 @abxgroup.com.au  
[www.abxgroup.com.au](http://www.abxgroup.com.au)

---

**From:** s22 <s22 @industry.gov.au>  
**Sent:** Thursday, November 2, 2023 12:06 PM  
**To:** Mark Cooksey <s22 @abxgroup.com.au>  
**Subject:** MTCEII000038 Alcore Limited - please fill out variation request as per your progress report statement [SEC=OFFICIAL]

OFFICIAL

Good day, Mark (please call as there are key deadlines related to this request).

This is to follow up on my voice mail today and the quote from your Q1-Q2 2023 progress report, see italics below. Attached is a variation request form for your proposed end date change to the MMI grant agreement with AusIndustry. Please include details of other proposed changes, if any. E.g., technical scope, milestone dates, expenditure profile.

Please email the completed variation request to me by CoB 8 November 2023.

Please note the following points:

1. Please explain the factors causing the variation that were outside your control.
2. Any variation request with an end date later than 31/3/2025 will be rejected to meet the MMI program end date.
3. Please sign the variation request on the last page.

Please call if you have any queries.

Extract from progress report:

***Is the overall project proceeding in line with your grant agreement?***

*No*

***Identify any changes or anticipated issues. Comment on any impacts on project timing and outcomes and how you expect to manage these.***

**S 47G, S 47J**

*The overall project is unchanged, but it will be extremely challenging to meet the overall timeframe. We are in regular discussions with the Department regarding expected timing. It is planned to submit a variation request closer to the current project end date of 31 March 2024.*

**s22**

**s22**

**Program Officer**

Enabling and Business Services | Business Grants Hub and Integrity Division | Internal Programs Branch  
On the land of the Wurundjeri people of the Kulin Nation, 111 Bourke Street, Melbourne, Australia  
Ngunnawal Country, GPO Box 2013, Canberra 2601, Australia  
Department of Industry, Science and Resources  
**P s22** | **M s22** **E s22** [@industry.gov.au](mailto:industry.gov.au)

#### **Acknowledgement of Country**

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**From:** s22

**Sent:** Monday, 14 August 2023 11:11 AM

**To:** 'mcooksey@alcore.net.au' <s22@alcore.net.au>

**Subject:** MTCEII000038 Alcore Limited - s22 is your DISR point of contact [SEC=OFFICIAL]

Good morning Mark,

This is to follow up from my voicemail message this morning. I will be your ongoing DISR point of contact for project MTCEII000038. My contact mobile number and email address are in my signature block below.

I look forward to working with you.

Best regards.

s22

s22

**Program Officer**

Enabling and Business Services | Grants Delivery & Business Services | Portfolio Program Delivery  
On the land of the Wurundjeri people of the Kulin Nation, 111 Bourke Street, Melbourne, Australia  
Ngunnawal Country, GPO Box 2013, Canberra 2601, Australia  
Department of Industry, Science and Resources  
P (s22) | M s22 E s22 @industry.gov.au

[industry.gov.au](https://industry.gov.au)

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Email 19-6-2023

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**ALCORE LIMITED**

Your reference no: MTCEII000038

## Manufacturing Translation Stream - Recycling and Clean Energy Priority Round 2 - Progress report

Thank you for submitting your progress report.

We've assessed your report as satisfactory and note that no grant payment is due at this time.

If you have any questions, you can email us at [mis@industry.gov.au](mailto:mis@industry.gov.au) and a member of the team will be in contact with you.

### Department of Industry, Science and Resources

[business.gov.au](http://business.gov.au) 13 28 46 (8am - 8pm local time, Monday to Friday)

*We recognise the First Peoples of this nation and their ongoing connection to culture and country. We acknowledge First Nations Peoples as the Traditional Owners, Custodians and Lore Keepers of the world's oldest living culture and pay respects to their Elders past, present and emerging.*

OFFICIAL

# Modern Manufacturing Initiative Integration & Translation Streams Grant Agreement Variation Request Form

Project Number:	MTCEI1000038
Grantee Name:	ALCORE LIMITED
Project Title:	Alcore Aluminium Smelter Bath Waste Recycling Plant
Project Start Date:	26 August 2022
Project End Date:	31 March 2025

## Consider the following in your request:

- We are unlikely to approve a request for a variation if the project end date has passed.
- We cannot approve extensions of time that go beyond the program end date as set out in the grant opportunity guidelines.
- Do not consider your grant agreement as being varied until you receive written advice that we have agreed to your request.

## What changes are you requesting?

Select one or more of the following grant agreement details:

- Grantee details ☐
- Project description, activities and/or outcomes as per Item B (Activity) ☐
- Project end date as per Item C (Duration of the Grant) ☐
  - Revised project end date:
- Project activity schedule/milestone dates and/or details as per Item C ☐
- Project expenditure/Activity budget as per Supplementary Terms ST2.2 ☐
- Equipment and Assets as per Supplementary Terms ST5.2 ☐
- Other (please indicate which Item or Schedule of the Grant Agreement your variation relates to) ☐

Overview of variation

Explain why a change to your current agreement is required.

Please complete this section

Evidence

Provide evidence to support the reasons for your variation request.

Please complete this section

Details of changes

Provide specific details of the changes.

Please complete this section

Impact on Milestones

Indicate the changes to milestone activities and/or timings and current progress:

Milestone No.	Milestone Title and Description	Completion Date as per Agreement	Proposed Completion Date	Current Percentage Complete
001.				%
002.				%
003.				%
004.				%
005.				%

Impact on Project Outcomes

What is the impact of the proposed variation on the agreed project outcomes, and will the revised project continue to meet the program merit criteria?



Please complete this section

### Future changes

Outline planned measures to complete the project and mitigate further changes or delays:

Please complete this section

### Impact on the Project if the variation is not approved

Please outline the impact on the project if the above changes are not approved:

Please complete this section

### Attachments

Please discuss if any specific documents are required in support of this variation request (e.g. revised project budget, revised project plan) and list the documents here:

Please complete this section

### Assessing your request

We consider the following when assessing your proposed variation:

- the potential for your project to succeed with or without the variation
- whether the varied project continues to meet the program merit criteria
- the impact on the outcomes of the project
- the impact on grant payments across financial years
- availability of program funds, and
- consistency with the policy objectives set out in the program guidelines.

### Variation request signatory details

I declare that the information contained in this variation request together with any statements provided, is to the best of my knowledge true, accurate and complete in all material particulars. I also understand that the giving of false or misleading information is a serious offence under the Criminal Code.

I acknowledge that if the Department is satisfied that any statement made in a variation request is incorrect, false or misleading, the Department may, at its absolute discretion, take appropriate action. I

note such action may include withdrawing an offer of funding and/or terminating any agreement between the Commonwealth and the Grantee.

Is the person completing this form an employee of the Grantee?

Yes ☐

No ☐

Name	
Position	
Company Name (or registered business/ trading name)	
Relationship to Grantee	
ABN	
Telephone Number	
Email Address	
Signature	
Date	

s22

**From:** Mark Cooksey <@abxgroup.com.au>  
**Sent:** Tuesday, 28 November 2023 9:43 AM  
**To:** MTS  
**Subject:** RE: MTCEI000038 Alcore Limited - variation request - clarification required  
 [SEC=OFFICIAL]  
**Attachments:** S 47G

CX

Hi s22

I tried to call you.

The assets listed are still required and planned. S 47G, S 47J

I am uncertain how much information you require. If you require a list of every planned asset greater than \$10,000 then I can provide that, but the list will probably change several times as we optimise our plans.

Regards

Dr Mark Cooksey  
 Managing Director and CEO  
 ABx Group Limited  
 +s22  
 s22 @abxgroup.com.au  
[www.abxgroup.com.au](http://www.abxgroup.com.au)

---

**From:** MTS  
**Sent:** Monday, November 27, 2023 12:55 PM  
**To:** Mark Cooksey  
**Subject:** RE: MTCEI000038 Alcore Limited - variation request - clarification required [SEC=OFFICIAL]

Hi Mark

We are currently reviewing your Variation request, you have indicated in the details of change section the following:

**Update to Equipment and Assets as per Supplementary Terms ST5.2**

Could you please confirm what has changed, the attachments sent through are not clear.

We have the following listed in your Agreement:

**Equipment and Asset name Description Amount**  
 (i) s 47, s 47G  
 (ii) s 47, s 47G

Could you please provide by close of business Thursday 30<sup>th</sup> of November 2023.

Thankyou  
 s22

s22

**Senior Program Officer**

Business Grants Hub & Integrity Division | Internal Programs Branch | Manufacturing Programs

Phone s22 | Email [mts@industry.gov.au](mailto:mts@industry.gov.au)

| [industry.gov.au](http://industry.gov.au) ABN 74 599 608 295

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OFFICIAL

---

**From:** Mark Cooksey <s22 @abxgroup.com.au>

**Sent:** Tuesday, 14 November 2023 4:20 PM

**To:** MTS <[MTS@industry.gov.au](mailto:MTS@industry.gov.au)>

**Cc:** s22 <s22 @industry.gov.au>

**Subject:** RE: MTCEII000038 Alcore Limited - confirming that the formal signed variation request has been submitted.  
[SEC=OFFICIAL]

Hi s22

That is all correct.

Regards

Dr Mark Cooksey  
Managing Director and CEO  
ABx Group Limited  
+s22  
s22 @abxgroup.com.au  
[www.abxgroup.com.au](http://www.abxgroup.com.au)

---

**From:** MTS <[MTS@industry.gov.au](mailto:MTS@industry.gov.au)>

**Sent:** Tuesday, November 14, 2023 2:10 PM

**To:** Mark Cooksey <s22 @abxgroup.com.au>

**Cc:** s22 s22 @industry.gov.au>

**Subject:** MTCEII000038 Alcore Limited - confirming that the formal signed variation request has been submitted.  
[SEC=OFFICIAL]

OFFICIAL

Good afternoon, Mark.

This is to follow up on our phone call today. As discussed, your request emailed to me on the 10/11/2023 will be recorded as the formal signed variation request. I recognise that there are further details to be clarified by exchange of email. For example, the revised expenditure profile, now with expenditure in FY 24/25.

Key points in your variation request are:

- a. A change of project end date to 31/3/2025.
- b. In the request, the construction of the plant is planned to be completed by 31/3/2025. This is a commercial plant that recycles aluminium smelter bath waste into hydrogen fluoride, aluminium sulfate and sodium sulfate.
- c. S 47G, S 47J
- d. S 47G, S 47J
- e. There may be changes to the Asset register. e.g., specialised reactors.

Please call or email if any of the points above are incorrect or require clarification.

s22

**Program Officer**

Enabling and Business Services | Business Grants Hub and Integrity Division | Internal Programs Branch  
On the land of the Wurundjeri people of the Kulin Nation, 111 Bourke Street, Melbourne, Australia  
Ngunnawal Country, GPO Box 2013, Canberra 2601, Australia  
Department of Industry, Science and Resources

P s22 | M s22 E s22 [@industry.gov.au](mailto:s22@industry.gov.au)

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OFFICIAL

**From:** Mark Cooksey <s22 [@abxgroup.com.au](mailto:s22@abxgroup.com.au)>

**Sent:** Friday, 10 November 2023 10:35 AM

**To:** s22 <s22 [@industry.gov.au](mailto:s22@industry.gov.au)>

**Subject:** RE: MTCEII000038 Alcore Limited - please fill out variation request as per your progress report statement  
[SEC=OFFICIAL]

**CAUTION** - This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

---

Hi Martin

I have completed the variation request. Please treat this as a draft. It is probably better that we discuss before formal submission.

Regards

Dr Mark Cooksey  
Managing Director and CEO  
ABx Group Limited  
s22  
s22 @abxgroup.com.au  
[www.abxgroup.com.au](http://www.abxgroup.com.au)

---

**From:** s22 <s22 @industry.gov.au>  
**Sent:** Thursday, November 2, 2023 12:06 PM  
**To:** Mark Cooksey <s22 @abxgroup.com.au>  
**Subject:** MTCEII000038 Alcore Limited - please fill out variation request as per your progress report statement [SEC=OFFICIAL]

OFFICIAL

Good day, Mark (please call as there are key deadlines related to this request).

This is to follow up on my voice mail today and the quote from your Q1-Q2 2023 progress report, see italics below. Attached is a variation request form for your proposed end date change to the MMI grant agreement with AusIndustry. Please include details of other proposed changes, if any. E.g., technical scope, milestone dates, expenditure profile.

Please email the completed variation request to me by CoB 8 November 2023.

Please note the following points:

1. Please explain the factors causing the variation that were outside your control.
2. Any variation request with an end date later than 31/3/2025 will be rejected to meet the MMI program end date.
3. Please sign the variation request on the last page.

Please call if you have any queries.

Extract from progress report:

***Is the overall project proceeding in line with your grant agreement?***

No

***Identify any changes or anticipated issues. Comment on any impacts on project timing and outcomes and how you expect to manage these.***

S 47G, S 47J

*The overall project is unchanged, but it will be extremely challenging to*

meet the overall timeframe. We are in regular discussions with the Department regarding expected timing. It is planned to submit a variation request closer to the current project end date of 31 March 2024.

s22

s22

**Program Officer**

Enabling and Business Services | Business Grants Hub and Integrity Division | Internal Programs Branch  
On the land of the Wurundjeri people of the Kulin Nation, 111 Bourke Street, Melbourne, Australia  
Ngunnawal Country, GPO Box 2013, Canberra 2601, Australia  
Department of Industry, Science and Resources  
P s22 | M s22 E s22 [@industry.gov.au](mailto:s22@industry.gov.au)

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---

OFFICIAL

**From:** s22

**Sent:** Monday, 14 August 2023 11:11 AM

**To:** 's22 @alcore.net.au' <s22 @alcore.net.au>

**Subject:** MTCEI000038 Alcore Limited - Martin Jones is your DISR point of contact [SEC=OFFICIAL]

Good morning Mark,

This is to follow up from my voicemail message this morning. I will be your ongoing DISR point of contact for project MTCEI000038. My contact mobile number and email address are in my signature block below.

I look forward to working with you.

Best regards.

s22

s22

**Program Officer**

Enabling and Business Services | Grants Delivery & Business Services | Portfolio Program Delivery  
On the land of the Wurundjeri people of the Kulin Nation, 111 Bourke Street, Melbourne, Australia  
Ngunnawal Country, GPO Box 2013, Canberra 2601, Australia  
Department of Industry, Science and Resources  
P (s22 | M s22 E s22 [@industry.gov.au](mailto:s22@industry.gov.au)

[industry.gov.au](http://industry.gov.au)



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Email 19-6-2023

\*\*\*This email was automatically generated. Please do not reply to it.\*\*\*

**ALCORE LIMITED**

Your reference no: MTCEII000038

**Manufacturing Translation Stream - Recycling and Clean Energy Priority Round 2 - Progress report**

Thank you for submitting your progress report.

We've assessed your report as satisfactory and note that no grant payment is due at this time.

If you have any questions, you can email us at [mis@industry.gov.au](mailto:mis@industry.gov.au) and a member of the team will be in contact with you.

**Department of Industry, Science and Resources**

[business.gov.au](https://business.gov.au) 13 28 46 (8am - 8pm local time, Monday to Friday)

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s22

**From:** Mark Cooksey <@abxgroup.com.au>  
**Sent:** Thursday, 7 December 2023 11:10 PM  
**To:** MTS  
**Subject:** RE: MTCEII000038 Alcore Limited - variation request - clarification required [SEC=OFFICIAL]  
**Attachments:** MTCEII000038 Assets summary.xlsx

Hi s22

The list of additional assets is attached. Sorry it took a while to get this to you.

Regards

Dr Mark Cooksey  
 Managing Director and CEO  
 ABx Group Limited  
 +s22  
 s22 @abxgroup.com.au  
[www.abxgroup.com.au](http://www.abxgroup.com.au)

---

**From:** MTS  
**Sent:** Wednesday, December 6, 2023 8:04 AM  
**To:** Mark Cooksey  
**Subject:** RE: MTCEII000038 Alcore Limited - variation request - clarification required [SEC=OFFICIAL]  
**Importance:** High

OFFICIAL

Hi Mark

Could you please provide a response to the below by close of business Friday the 8<sup>th</sup> of December 2023.

Thankyou  
 s22

OFFICIAL

---

**From:** MTS  
**Sent:** Friday, 1 December 2023 9:03 AM  
**To:** Mark Cooksey <s22 @abxgroup.com.au>  
**Subject:** RE: MTCEII000038 Alcore Limited - variation request - clarification required [SEC=OFFICIAL]

Hi Mark

Thankyou for the information, however to ensure its clear, could you please list exactly what is changing from your **Equipment and Assets as per Supplementary Terms ST5.2**

We have the following listed in your Agreement:

**Equipment and Asset name Description Amount**

- (i) s 47, s 47G
- (ii) s 47, s 47G

Please reply to this email and clearly add the items required for the Equipment and assets. If you have a large number of assets, please list the top 10 over \$10,000 only.

Thankyou  
s22

s22

**Senior Program Officer**

Business Grants Hub & Integrity Division | Internal Programs Branch | Manufacturing Programs  
Phone s22 | Email [mts@industry.gov.au](mailto:mts@industry.gov.au)

| [industry.gov.au](http://industry.gov.au) ABN 74 599 608 295

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OFFICIAL

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**From:** Mark Cooksey <s22 @abxgroup.com.au>  
**Sent:** Tuesday, 28 November 2023 9:13 AM  
**To:** MTS <[MTS@industry.gov.au](mailto:MTS@industry.gov.au)>  
**Subject:** RE: MTCEII000038 Alcore Limited - variation request - clarification required [SEC=OFFICIAL]

Hi s22

I tried to call you.

The assets listed are still required and planned. However, there are also new assets planned. In the variation request, I attached the draft contracts for the two major new assets; I attach them here again.

I am uncertain how much information you require. If you require a list of every planned asset greater than \$10,000 then I can provide that, but the list will probably change several times as we optimise our plans.

Regards

Dr Mark Cooksey  
Managing Director and CEO  
ABx Group Limited  
+s22  
s22 @abxgroup.com.au  
[www.abxgroup.com.au](http://www.abxgroup.com.au)

---

**From:** MTS <[MTS@industry.gov.au](mailto:MTS@industry.gov.au)>  
**Sent:** Monday, November 27, 2023 12:55 PM  
**To:** Mark Cooksey <[s22@abxgroup.com.au](mailto:s22@abxgroup.com.au)>  
**Subject:** RE: MTCEII000038 Alcore Limited - variation request - clarification required [SEC=OFFICIAL]

Hi Mark

We are currently reviewing your Variation request, you have indicated in the details of change section the following:

**Update to Equipment and Assets as per Supplementary Terms ST5.2**

Could you please confirm what has changed, the attachments sent through are not clear.

We have the following listed in your Agreement:

**Equipment and Asset name Description Amount**

(i) [s 47, s 47G](#)

(ii) [s 47, s 47G](#)

Could you please provide by close of business Thursday 30<sup>th</sup> of November 2023.

Thankyou

[s22](#)

[s22](#)

**Senior Program Officer**

Business Grants Hub & Integrity Division | Internal Programs Branch | Manufacturing Programs

Phone [s22](#) | Email [mts@industry.gov.au](mailto:mts@industry.gov.au)

| [industry.gov.au](http://industry.gov.au) ABN 74 599 608 295

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**From:** Mark Cooksey <s22 @abxgroup.com.au>  
**Sent:** Tuesday, 14 November 2023 4:20 PM  
**To:** MTS <MTS@industry.gov.au>  
**Cc:** s22 s22 @industry.gov.au>  
**Subject:** RE: MTCEII000038 Alcore Limited - confirming that the formal signed variation request has been submitted.  
[SEC=

Hi Martin

That is all correct.

Regards

Dr Mark Cooksey  
Managing Director and CEO  
ABx Group Limited  
+s22  
s22 @abxgroup.com.au  
[www.abxgroup.com.au](http://www.abxgroup.com.au)

---

**From:** MTS <MTS@industry.gov.au>  
**Sent:** Tuesday, November 14, 2023 2:10 PM  
**To:** Mark Cooksey <s22 @abxgroup.com.au>  
**Cc:** s22 <s22 @industry.gov.au>  
**Subject:** MTCEII000038 Alcore Limited - confirming that the formal signed variation request has been submitted.  
[SEC=OFFICIAL]

OFFICIAL

Good afternoon, Mark.

This is to follow up on our phone call today. As discussed, your request emailed to me on the 10/11/2023 will be recorded as the formal signed variation request. I recognise that there are further details to be clarified by exchange of email. For example, the revised expenditure profile, now with expenditure in FY 24/25.

Key points in your variation request are:

- a. A change of project end date to 31/3/2025.
- b. In the request, the construction of the plant is planned to be completed by 31/3/2025. This is a commercial plant that recycles aluminium smelter bath waste into hydrogen fluoride, aluminium sulfate and sodium sulfate.
- c. S 47G, S 47J
- d. S 47G, S 47J
- e. There may be changes to the Asset register. e.g., specialised reactors.

Please call or email if any of the points above are incorrect or require clarification.

s22  
**Program Officer**

Enabling and Business Services | Business Grants Hub and Integrity Division | Internal Programs Branch  
On the land of the Wurundjeri people of the Kulin Nation, 111 Bourke Street, Melbourne, Australia  
Ngunnawal Country, GPO Box 2013, Canberra 2601, Australia  
Department of Industry, Science and Resources  
P (s22 | M s22 E s22 @industry.gov.au

### Acknowledgement of Country

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**From:** Mark Cooksey <s22 @abxgroup.com.au>  
**Sent:** Friday, 10 November 2023 10:35 AM  
**To:** s22 <s22 @industry.gov.au>  
**Subject:** RE: MTCEII000038 Alcore Limited - please fill out variation request as per your progress report statement [SEC=

**CAUTION** - This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

---

Hi s22

I have completed the variation request. Please treat this as a draft. It is probably better that we discuss before formal submission.

Regards

Dr Mark Cooksey  
Managing Director and CEO  
ABx Group Limited  
+s22  
s22 @abxgroup.com.au  
[www.abxgroup.com.au](http://www.abxgroup.com.au)

---

**From:** s22 <s22 @industry.gov.au>  
**Sent:** Thursday, November 2, 2023 12:06 PM  
**To:** Mark Cooksey <s22 @abxgroup.com.au>  
**Subject:** MTCEII000038 Alcore Limited - please fill out variation request as per your progress report statement [SEC=OFFICIAL]

OFFICIAL

Good day, Mark (please call as there are key deadlines related to this request).

This is to follow up on my voice mail today and the quote from your Q1-Q2 2023 progress report, see italics below. Attached is a variation request form for your proposed end date change to the MMI grant agreement with

AusIndustry. Please include details of other proposed changes, if any. E.g., technical scope, milestone dates, expenditure profile.

Please email the completed variation request to me by CoB 8 November 2023.

Please note the following points:

1. Please explain the factors causing the variation that were outside your control.
2. Any variation request with an end date later than 31/3/2025 will be rejected to meet the MMI program end date.
3. Please sign the variation request on the last page.

Please call if you have any queries.

Extract from progress report:

***Is the overall project proceeding in line with your grant agreement?***

No

***Identify any changes or anticipated issues. Comment on any impacts on project timing and outcomes and how you expect to manage these.***

S 47G, S 47J

*The overall project is unchanged, but it will be extremely challenging to meet the overall timeframe. We are in regular discussions with the Department regarding expected timing. It is planned to submit a variation request closer to the current project end date of 31 March 2024.*

s22

s22

**Program Officer**

Enabling and Business Services | Business Grants Hub and Integrity Division | Internal Programs Branch

On the land of the Wurundjeri people of the Kulin Nation, 111 Bourke Street, Melbourne, Australia

Ngunnawal Country, GPO Box 2013, Canberra 2601, Australia

Department of Industry, Science and Resources

P s22 | M s22 E s22 [@industry.gov.au](mailto:industry.gov.au)

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**From:** s22

**Sent:** Monday, 14 August 2023 11:11 AM

**To:** 's22' <s22@alcore.net.au> <s22@alcore.net.au>

**Subject:** MTCEII000038 Alcore Limited - s22 is your DISR point of contact [SEC=C]

Good morning Mark,

This is to follow up from my voicemail message this morning. I will be your ongoing DISR point of contact for project MTCEII000038. My contact mobile number and email address are in my signature block below.

I look forward to working with you.

Best regards.

s22

s22

**Program Officer**

Enabling and Business Services | Grants Delivery & Business Services | Portfolio Program Delivery  
On the land of the Wurundjeri people of the Kulin Nation, 111 Bourke Street, Melbourne, Australia  
Ngunnawal Country, GPO Box 2013, Canberra 2601, Australia  
Department of Industry, Science and Resources

P s22 | M s22 E s22 @industry.gov.au

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Email 19-6-2023

\*\*\*This email was automatically generated. Please do not reply to it.\*\*\*

**ALCORE LIMITED**

Your reference no: MTCEII000038

**Manufacturing Translation Stream - Recycling and Clean Energy Priority Round 2 - Progress report**

Thank you for submitting your progress report.

We've assessed your report as satisfactory and note that no grant payment is due at this time.

If you have any questions, you can email us at [mis@industry.gov.au](mailto:mis@industry.gov.au) and a member of the team will be in contact with you.

**Department of Industry, Science and Resources**

[business.gov.au](http://business.gov.au) 13 28 46 (8am - 8pm local time, Monday to Friday)

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s22

---

**From:** Mark Cooksey <@abxgroup.com.au>  
**Sent:** Friday, 5 April 2024 11:52 AM  
**To:** MTS  
**Subject:** RE: MTCEII000038 - Alcore Limited - variation request -please sign deed of variation [SEC=OFFICIAL]  
**Attachments:** MTCEII000038 - ALCORE LIMITED Deed of Variation - signed.pdf  
**Categories:** To be checked

Hi s22

Signed Deed of Variation attached.

Regards

Dr Mark Cooksey  
 Managing Director and CEO  
 ABx Group Limited  
 +s22  
 s22 @abxgroup.com.au  
[www.abxgroup.com.au](http://www.abxgroup.com.au)

---

**From:** Mark Cooksey  
**Sent:** Friday, April 5, 2024 8:29 AM  
**To:** MTS <MTS@industry.gov.au>  
**Subject:** RE: MTCEII000038 - Alcore Limited - variation request -please sign deed of variation [SEC=OFFICIAL]

Hi s22

I am happy with the content. I have signed, and I am getting our company secretary to sign.

Regards

Dr Mark Cooksey  
 Managing Director and CEO  
 ABx Group Limited  
 +s22  
 s22 @abxgroup.com.au  
[www.abxgroup.com.au](http://www.abxgroup.com.au)

---

**From:** MTS <[MTS@industry.gov.au](mailto:MTS@industry.gov.au)>  
**Sent:** Thursday, April 4, 2024 11:02 AM  
**To:** Mark Cooksey <s22 @abxgroup.com.au>; MTS <[MTS@industry.gov.au](mailto:MTS@industry.gov.au)>  
**Subject:** RE: MTCEII000038 - Alcore Limited - variation request -please sign deed of variation [SEC=OFFICIAL]

OFFICIAL

Hi Mark

Please see attached revised Deed of Variation for your review and acceptance. If you are happy with the content, please arrange to have the document signed and dated by the appropriate signatories.

If you have any questions, please let me know.

Cheers

s22

s22

**Assistant Manager - Manufacturing Programs**

s22

Business Grants Hub and Integrity Division | Internal Programs Branch  
Department of Industry, Science and Resources

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**From:** Mark Cooksey <s22 @abxgroup.com.au>

**Sent:** Tuesday, April 2, 2024 3:06 PM

**To:** MTS <MTS@industry.gov.au>

**Subject:** RE: MTCEII000038 - Alcore Limited - variation request -please sign deed of variation [SEC=OFFICIAL]

Hi s22

Thanks for the prompt and clear response.

1. Project outcomes

You have correctly reverted the project outcomes to the original, except for a typo: s 47, s 47G, s 47J

s 47, s 47G, s 47J

At the time of submitting the variation request, I should have been clear that the new listed assets were for the prototype, not the commercial plant.

Regards

Dr Mark Cooksey  
Managing Director and CEO

---

**From:** MTS <[MTS@industry.gov.au](mailto:MTS@industry.gov.au)>  
**Sent:** Tuesday, April 2, 2024 1:45 PM  
**To:** Mark Cooksey <s22 @abxgroup.com.au>  
**Cc:** MTS <[MTS@industry.gov.au](mailto:MTS@industry.gov.au)>  
**Subject:** RE: MTCEII000038 - Alcore Limited - variation request -please sign deed of variation [SEC=OFFICIAL]

OFFICIAL

Hi Mark

Thank you for your email.

Regrading your questions:

1. I have changed the outcomes to that of the original agreement in terms of outputs. Please confirm this is correct?

The outcomes of the project will be as follows:

- World's first commercial plant that recycles aluminium smelter bath waste into hydrogen fluoride, aluminium sulfate and sodium sulfate.

- S 47, S 47G, S 47J

- Australian production of hydrogen fluoride.
- Australian production of aluminium fluoride.

- S 47, S 47G, S 47J

- S 47, S 47G, S 47J

- S 47, S 47G, S 47J

- S 47, S 47G, S 47J

2. As figures from progress reports will not align exactly (as you state below) we use an estimate, as long as the totals for the project are correct by head of expenditure then they don't need to align exactly by financial year. Totals extracted below:

#### All financial years

Head of expenditure	Breakdown of expenditure	Agreed project cost
Project expenditure	Contracts	\$2,445,000
Project expenditure	Labour	\$1,105,542
Project expenditure	Other	\$760,000
Project expenditure	Plant and equipment	\$13,002,000
Project expenditure	Prototype	\$1,700,000
Project expenditure	Travel and overseas	\$291,600

All financial years total	\$19,304,142
---------------------------	--------------

- Please provide correct figures and classify equipment for the prototype as 'prototype expenditure' (not P&E).

Once we have all of the correct information I can reissue the Deed for your review/signature.

Many thanks

s22

s22

**Assistant Manager - Manufacturing Programs**

S 22

Business Grants Hub and Integrity Division | Internal Programs Branch  
Department of Industry, Science and Resources

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**From:** Mark Cooksey <s22 @abxgroup.com.au>

**Sent:** Thursday, March 28, 2024 1:30 PM

**To:** MTS <MTS@industry.gov.au>

**Cc:** s22 <s22 @industry.gov.au>

**Subject:** RE: MTCEI000038 - Alcore Limited - variation request -please sign deed of variation [SEC=OFFICIAL]

Hi s22

There are some errors in the deed of variation, and I need to clarify one item.

The item to clarify is whether equipment for the prototype is classed as 'prototype' expenditure or 'plant and equipment' expenditure?

The errors are:

- Project outcomes: S 47G, S 47J

The commercial plant capacity is unchanged

- The historical expenditure. It looks like the expenditure report in the second progress B report has been used for the 2022/23 budget, whereas it should have been from the first progress report. Also the progress report dates do not line up with financial years, so directly using the progress report figure is incorrect anyway

3. The budget. It is the prototype budget that has been revised, so both the project total and the underlying figures are incorrect. I can provide correct figures, but first I need an answer to my question above, i.e. is equipment for the prototype classed as 'prototype' expenditure or 'plant and equipment' expenditure?

Regards

Dr Mark Cooksey  
Managing Director and CEO  
ABx Group Limited  
+s22  
s22 @abxgroup.com.au  
[www.abxgroup.com.au](http://www.abxgroup.com.au)

---

**From:** MTS <[MTS@industry.gov.au](mailto:MTS@industry.gov.au)>  
**Sent:** Thursday, March 21, 2024 9:54 AM  
**To:** Mark Cooksey <s22 @abxgroup.com.au>  
**Cc:** s22 <s22 @industry.gov.au>  
**Subject:** MTCEII000038 - Alcore Limited - variation request -please sign deed of variation [SEC=OFFICIAL]

OFFICIAL

Good day Mark,

Your request for a variation to your grant agreement is approved, being principally a doubling of processing capacity and a move to the end date by one year. Plus, consequent changes to grant payment timing and the expenditure profile.

Please find attached a corresponding Deed of Variation for signature. Please arrange for this to be signed and dated (with second signatory) on page 2 by persons with appropriate authorisation at your organisation. Please then scan and email to the MTS inbox and me. I will then arrange for execution.

Please complete this by CoB 28-3-2024.

FYI I am away from the office from 25 March to 12 April 2024.

Please call me if you have any queries.

s22

**Program Officer**

Enabling and Business Services | Business Grants Hub and Integrity Division | Internal Programs Branch  
On the land of the Wurundjeri people of the Kulin Nation, 111 Bourke Street, Melbourne, Australia  
Ngunnawal Country, GPO Box 2013, Canberra 2601, Australia  
Department of Industry, Science and Resources

P s22 | M s22 E s22 @industry.gov.au

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---

**From:** MTS  
**Sent:** Tuesday, March 5, 2024 11:13 AM  
**To:** Mark Cooksey <s22 @abxgroup.com.au>  
**Subject:** MTCEII000038 Alcore Limited - variation request - being assessed [SEC=OFFICIAL]

Good morning, Mark.

Your variation request, submitted 10/11/2023, is currently being assessed. No decision has yet been taken. I will advise you as soon as I know the outcome.

Please call if you have any queries.

Best regards.

s22

s22

**Program Officer**

Enabling and Business Services | Business Grants Hub and Integrity Division | Internal Programs Branch  
On the land of the Wurundjeri people of the Kulin Nation, 111 Bourke Street, Melbourne, Australia  
Ngunnawal Country, GPO Box 2013, Canberra 2601, Australia  
Department of Industry, Science and Resources  
P (s22 | M s22 E s22 @industry.gov.au

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**From:** Mark Cooksey <s22 @abxgroup.com.au>  
**Sent:** Thursday, February 29, 2024 2:53 PM  
**To:** MTS <MTS@industry.gov.au>  
**Subject:** RE: MTCEII000038 Alcore Limited - variation request - clarification required overdue [SEC=OFFICIAL]

Hi s22

I don't believe I have received advice as to whether our variation request was approved? Can you clarify?

Regards

Dr Mark Cooksey

Managing Director and CEO  
ABx Group Limited  
+s22  
s22 @abxgroup.com.au  
[www.abxgroup.com.au](http://www.abxgroup.com.au)

**From:** MTS

**Sent:** Tuesday, November 14, 2023 2:10 PM

**To:** Mark Cooksey s22 @abxgroup.com.au

**Cc:** s22 industry.gov.au

**Subject:** MTCEII000038 Alcore Limited - confirming that the formal signed variation request has been submitted.  
[SEC=OFFICIAL]

Good afternoon, Mark.

This is to follow up on our phone call today. As discussed, your request emailed to me on the 10/11/2023 will be recorded as the formal signed variation request. I recognise that there are further details to be clarified by exchange of email. For example, the revised expenditure profile, now with expenditure in FY 24/25.

Key points in your variation request are:

- a. A change of project end date to 31/3/2025.
- b. In the request, the construction of the plant is planned to be completed by 31/3/2025. This is a commercial plant that recycles aluminium smelter bath waste into hydrogen fluoride, aluminium sulfate and sodium sulfate.
- c. S 47G, S 47J
- d. S 47G, S 47J .
- e. There may be changes to the Asset register. e.g., specialised reactors.

Please call or email if any of the points above are incorrect or require clarification.

s22

OFFICIAL



## **Deed of Variation**

### **Manufacturing Translation Stream - Recycling and Clean Energy Priority Round 2 MTCEII000038**

#### **Details**

##### **Parties**

The parties to this deed of variation including any schedules and annexures ("Deed") are the parties to the grant agreement with number MTCEII000038 executed on 9 December 2022 under the Manufacturing Translation Stream - Recycling and Clean Energy Priority Round 2 as varied from time to time ("Grant Agreement").

##### **Definition**

Unless otherwise specified or the context otherwise requires, terms that are defined in the Grant Agreement have the same meaning in this Deed.

##### **Background**

The Commonwealth and the Grantee have agreed to vary the terms of the Grant Agreement in accordance with this Deed.

##### **Operative clauses**

1. On and with effect from the date the last party signs this Deed, the Grant Agreement is varied as set out in Schedule 1 to this Deed.
2. The parties confirm all other provisions of the Grant Agreement and, subject only to the amendments contained in this Deed, the Grant Agreement remains in full force and effect.
3. This Deed and the Grant Agreement, when read together, contain the entire agreement of the parties with respect to the parties' rights and obligations under the Grant Agreement.
4. This Deed may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this Deed by signing any counterpart.
5. This Deed is governed by the laws of the Australian Capital Territory.
6. Each party will pay their own costs associated with this Deed.



## Signatures

Executed as a deed:

### Commonwealth

Executed as a deed for and on behalf of the Commonwealth of Australia as represented by the Department of Industry, Science and Resources by:

Name (print)	s22
Position (print)	Manager, Manufacturing Team, Internal Programs Branch
Signature and date	
Witness name (print)	
Signature and date	

### Grantee

Executed as a deed for and on behalf of Alcore Limited in accordance with section 127 of the *Corporations Act 2001* by:

Name of company	Alcore Limited. ABN 53 626 023 078 ACN 62 6023 078
Director name (print)	
Signature and date	
Director/ Company Secretary name (print)	
Signature and date	

## Schedule 1 - Variation to Grant Agreement

### 1. The Grant Details are varied.

Clause B is varied by deleting the clause and replacing it with the following:

The Activity is made up of the Grantee's project and all eligible project activities as specified in these Grant Details.

#### Project title

Alcore Aluminium Smelter Bath Waste Recycling Plant

#### Project scope and description

This Modern Manufacturing Initiative project will design and construct the world's first commercial refinery to recycle aluminium smelter waste into valuable chemicals. The project will be located in Bell Bay, Tasmania and involve the following activities:

1. Generation of engineering data from lab-scale and pilot-scale plants, computer modelling and industry experience to inform design of the commercial-scale plant
2. Production of detailed plant designs including:
  - a. equipment lists
  - b. process and instrumentation diagrams
  - c. process flow diagrams
  - d. engineering drawings.
3. Design of automation and process control system

s 47, s 47G

### 5. Development of utilities for full operation including:

- a. Storage and raw materials handling equipment
- b. Product packaging

6. Post project end date, at the grantee's expense, the grantee will perform equipment installation and commissioning of mechanical and electrical systems confirming operation, performance and safety, including:

- a. Inspection of equipment, piping and machinery against designs
- b. flushing and cleaning
- c. pressure testing
- d. functional testing

7. Post project end date, at the grantee's expense, the grantee will perform staff recruitment and training

8. Post project end date, at the grantee's expense, the grantee will complete regulatory approvals

s 47, s 47G

### C. Duration of the Grant

Clause C is varied by deleting the clause and replacing it with the following:

The Activity starts on 26 August 2022 and ends 31 March 2025, which is the Activity Completion Date.

The Agreement ends on 30 June 2026 which is the Agreement End Date.

## Activity Schedule

In undertaking the Activity, the Grantee will meet the following milestones by the due dates.

s 47G

### D. Payment of the Grant

Clause D is varied by deleting the clause and replacing it with the following:

The total amount of the Grant is \$7,582,966 (plus GST if applicable).

The Grant will be provided at up to 42.37 per cent of eligible expenditure as defined in the grant opportunity guidelines subject to availability of Program funds.

The Grant will be paid in accordance with clause ST2.

The Grant will be paid according to the following schedule. Payments are subject to satisfactory progress on the project and compliance by the Grantee with its obligations under this Agreement.

Payment event	Anticipated payment date	Payment amount (GST excl)
Initial payment	5/01/2023	\$3,033,186
Progress payment	28/06/2023	\$2,654,039
Final payment	29/5/2025	\$1,895,741
Total		\$7,582,966

## Invoicing

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes in relation to the Activity.

## E. Reporting

Clause E is varied by deleting the clause and replacing it with the following:

The Grantee agrees to provide the following reports to the Commonwealth representative in accordance with the reporting requirements (Schedule 2).

Report type	Period start date	Period end date	Agreed evidence	Due date
Progress report A - quarterly	26/08/2022	25/11/2022	Photographs related to the project, Report to the Department's satisfaction	25/12/2022
Progress report B - 6 monthly	26/08/2022	25/02/2023	Eligible Expenditure Spreadsheet, invoices and proof of payment, to the Department's satisfaction, Photographs related to the project	25/03/2023
Progress report A - quarterly	26/02/2023	25/05/2023	Photographs related to the project, Report to the Department's satisfaction	25/06/2023
Progress report B - 6 monthly	26/02/2023	25/08/2023	Eligible Expenditure Spreadsheet, invoices and proof of payment, to the Department's satisfaction, Photographs related to the project	25/09/2023

Report type	Period start date	Period end date	Agreed evidence	Due date
Progress report A - quarterly	26/08/2023	25/11/2023	Photographs related to the project, Report to the Department's satisfaction	25/12/2023
Progress report B – 7 months	26/08/2023	31/03/2024	Eligible Expenditure Spreadsheet, invoices and proof of payment, to the Department's satisfaction, Photographs related to the project	30/04/2024
Progress report B - 6 monthly	01/04/2024	30/09/2024	Eligible Expenditure Spreadsheet, invoices and proof of payment, to the Department's satisfaction, Photographs related to the project	30/10/2024
End of project report	26/08/2022	31/03/2025	Independent audit report, Eligible Expenditure Spreadsheet, invoices and proof of payment, to the Department's satisfaction, Photographs related to the project	30/04/2025
Post Project report	01/04/2025	31/03/2026	Photographs related to the project, Report to the Department's satisfaction	30/04/2026

During the Agreement period, the Commonwealth may ask the Grantee for ad-hoc reports on the project. The Grantee must provide these reports in the timeframes notified by the Commonwealth.

## Supplementary Terms

### ST1. Other Contributions

ST1.1 In this Agreement, Other Contributions means the financial or in-kind contributions other than the Grant set out in the following table:

Contributor	Nature of contribution	Amount (GST exclusive)	Timing
Alcore			
	Cash	\$10,313,896	31/03/2025
Total		\$10,313,896	

ST1.2 The Grantee agrees to provide, or to ensure the provision of, the Other Contributions and to use them to undertake the Activity. If the Other Contributions are not provided in accordance with this clause, then the Commonwealth may:

- (a) suspend payment of the Grant until the Other Contributions are provided; or
- (b) terminate this Agreement in accordance with clause 19 of this Agreement.

ST2.2 is deleted and replaced with the following:

ST2.2 The Grantee agrees to use the Grant and any Other Contributions and undertake the Activity consistently with the Activity Budget in the following table:

#### Financial year 2022/23

Head of expenditure	Breakdown of expenditure	Agreed project cost
Project expenditure	Contracts	\$56,140
Project expenditure	Labour	\$0
Project expenditure	Other	\$0
Project expenditure	Plant and equipment	\$0
Project expenditure	Prototype	\$39,653
Project expenditure	Travel and overseas	\$0
Financial year total		\$95,793

**Financial year 2023/24**

Head of expenditure	Breakdown of expenditure	Agreed project cost
Project expenditure	Contracts	\$72,896
Project expenditure	Labour	\$195,084
Project expenditure	Other	\$0
Project expenditure	Plant and equipment	\$0
Project expenditure	Prototype	\$0
Project expenditure	Travel and overseas	\$0
Financial year total		\$267,980

**Financial year 2024/25**

Head of expenditure	Breakdown of expenditure	Agreed project cost
Project expenditure	Contracts	\$2,315,964
Project expenditure	Labour	\$910,458
Project expenditure	Other	\$760,000
Project expenditure	Plant and equipment	\$10,742,000
Project expenditure	Prototype	\$2,513,067
Project expenditure	Travel and overseas	\$291,600
All financial years total		\$17,533,089

**All financial years**

Head of expenditure	Breakdown of expenditure	Agreed project cost
Project expenditure	Contracts	\$2,445,000
Project expenditure	Labour	\$1,105,542
Project expenditure	Other	\$760,000
Project expenditure	Plant and equipment	\$10,742,000
Project expenditure	Prototype	\$2,552,720
Project expenditure	Travel and overseas	\$291,600
All financial years total		<b>\$17,896,862</b>



Figures in the above table are GST inclusive amounts less GST credits that can be claimed in relation to the expenditure.

ST2.3 is deleted and replaced with the following:

ST2.3 Subject to sufficient appropriation being available, the Grant will be paid up to the Annual Capped Amounts over the financial years specified in the following table.

**Annual capped amounts**

Financial Year	Annual capped amount (GST excl)
2021/22	\$0
2022/23	\$5,687,225
2023/24	\$0
2024/25	\$1,895,741
Total	\$7,582,966

ST5.2 is deleted and replaced with the following:

ST5.2 In this Agreement

**Asset** means any item of property purchased, leased, created or otherwise brought into existence wholly, or in part, with the use of the Grant, excluding Activity Material and Intellectual Property Rights.

ST5.2 The Grantee agrees to obtain the Commonwealth's prior written approval to use the Grant to purchase any item of equipment or Asset for more than \$10,000 (including GST), apart from those listed in the Activity Budget and/or detailed below:

s 47, s 47G

s22

---

**From:** MTS  
**Sent:** Monday, 15 April 2024 4:04 PM  
**To:** Mark Cooksey  
**Subject:** RE: MTCEII000038 - Alcore Limited - Deed of Variation executed [SEC=OFFICIAL]  
**Attachments:** MTCEII000038 ALCORE LIMITED Executed Deed of Variation.pdf

Hi s22

Please find attached executed Deed of Variation for your records. Please also note you have a Progress Report due on the 30/04/2024.

Thankyou

s22

Business Grants Hub & Integrity Division | Internal Programs Branch | Manufacturing Programs  
**Email** [mts@industry.gov.au](mailto:mts@industry.gov.au)

| **industry.gov.au** ABN 74 599 608 295

Supporting economic growth and job creation for all Australians | We are collaborative, innovative, respectful and strive for excellence

**Acknowledgement of Country**

Our department recognises the First Peoples of this Nation and their ongoing cultural and spiritual connections to the lands, waters, seas, skies, and communities.

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---

**From:** Mark Cooksey <s22 @abxgroup.com.au>  
**Sent:** Friday, April 5, 2024 11:22 AM  
**To:** MTS <MTS@industry.gov.au>  
**Subject:** RE: MTCEII000038 - Alcore Limited - variation request -please sign deed of variation [SEC

Hi s22

Signed Deed of Variation attached.

Regards

Dr Mark Cooksey

Managing Director and CEO  
ABx Group Limited  
+s22  
s22 @abxgroup.com.au  
[www.abxgroup.com.au](http://www.abxgroup.com.au)

---

**From:** Mark Cooksey  
**Sent:** Friday, April 5, 2024 8:29 AM  
**To:** MTS <[MTS@industry.gov.au](mailto:MTS@industry.gov.au)>  
**Subject:** RE: MTCEII000038 - Alcore Limited - variation request -please sign deed of variation [SEC= ;

Hi s22

I am happy with the content. I have signed, and I am getting our company secretary to sign.

Regards

Dr Mark Cooksey  
Managing Director and CEO  
ABx Group Limited  
+s22  
s22 @abxgroup.com.au  
[www.abxgroup.com.au](http://www.abxgroup.com.au)

---

**From:** MTS <[MTS@industry.gov.au](mailto:MTS@industry.gov.au)>  
**Sent:** Thursday, April 4, 2024 11:02 AM  
**To:** Mark Cooksey <s22 @abxgroup.com.au>; MTS <[MTS@industry.gov.au](mailto:MTS@industry.gov.au)>  
**Subject:** RE: MTCEII000038 - Alcore Limited - variation request -please sign deed of variation [SEC=

OFFICIAL

Hi Mark

Please see attached revised Deed of Variation for your review and acceptance. If you are happy with the content, please arrange to have the document signed and dated by the appropriate signatories.

If you have any questions, please let me know.

Cheers  
s22

s22  
**Assistant Manager - Manufacturing Programs**  
S 22

Business Grants Hub and Integrity Division Internal Programs Branch  
Department of Industry, Science and Resources

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OFFICIAL

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**From:** Mark Cooksey <s22 @abxgroup.com.au>  
**Sent:** Tuesday, April 2, 2024 3:06 PM  
**To:** MTS <MTS@industry.gov.au>  
**Subject:** RE: MTCEII000038 - Alcore Limited - variation request -please sign deed of variation [SEC=OFFICIAL]

Hi s22

Thanks for the prompt and clear response.

1. Project outcomes

You have correctly reverted the project outcomes to the original, except for a typo: S 47, S 47G

S 47, S 47G

At the time of submitting the variation request, I should have been clear that the new listed assets were for the prototype, not the commercial plant.

Regards

Dr Mark Cooksey  
Managing Director and CEO  
ABx Group Limited  
+61 447 201 536  
[mcooksey@abxgroup.com.au](mailto:mcooksey@abxgroup.com.au)  
[www.abxgroup.com.au](http://www.abxgroup.com.au)

---

**From:** MTS <MTS@industry.gov.au>  
**Sent:** Tuesday, April 2, 2024 1:45 PM  
**To:** Mark Cooksey <s22 @abxgroup.com.au>  
**Cc:** MTS <MTS@industry.gov.au>  
**Subject:** RE: MTCEII000038 - Alcore Limited - variation request -please sign deed of variation [SEC=OFFICIAL]

OFFICIAL

Hi Mark

Thank you for your email.

Regrading your questions:

1. I have changed the outcomes to that of the original agreement in terms of outputs. Please confirm this is correct?

The outcomes of the project will be as follows:

- World's first commercial plant that recycles aluminium smelter bath waste into hydrogen fluoride, aluminium sulfate and sodium sulfate.

• S 47, S 47G, S 47J

- Australian production of hydrogen fluoride.
- Australian production of aluminium fluoride.

• S 47, S 47G, S 47J

• S 47, S 47G, S 47J

• S 47, S 47G, S 47J

• S 47, S 47G, S 47J

2. As figures from progress reports will not align exactly (as you state below) we use an estimate, as long as the totals for the project are correct by head of expenditure then they don't need to align exactly by financial year. Totals extracted below:

#### All financial years

Head of expenditure	Breakdown of expenditure	Agreed project cost
Project expenditure	Contracts	\$2,445,000
Project expenditure	Labour	\$1,105,542
Project expenditure	Other	\$760,000
Project expenditure	Plant and equipment	\$13,002,000
Project expenditure	Prototype	\$1,700,000
Project expenditure	Travel and overseas	\$291,600
All financial years total		<b>\$19,304,142</b>

3. Please provide correct figures and classify equipment for the prototype as 'prototype expenditure' (not P&E).

Once we have all of the correct information I can reissue the Deed for your review/signature.

Many thanks

s22

s22

**Assistant Manager - Manufacturing Programs**

S 22

Business Grants Hub and Integrity Division | Internal Programs Branch  
Department of Industry, Science and Resources

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**From:** Mark Cooksey <s22 @abxgroup.com.au>

**Sent:** Thursday, March 28, 2024 1:30 PM

**To:** MTS <MTS@industry.gov.au>

**Cc:** s22 <s22 @industry.gov.au>

**Subject:** RE: MTCEII000038 - Alcore Limited - variation request -please sign deed of variation [SEC=OFFICIAL]

Hi s22

There are some errors in the deed of variation, and I need to clarify one item.

The item to clarify is whether equipment for the prototype is classed as 'prototype' expenditure or 'plant and equipment' expenditure?

The errors are:

1. Project outcomes: S 47G, S 47J

The commercial plant capacity is unchanged

2. The historical expenditure. It looks like the expenditure report in the second progress B report has been used for the 2022/23 budget, whereas it should have been from the first progress report. Also the progress report dates do not line up with financial years, so directly using the progress report figure is incorrect anyway
3. The budget. It is the prototype budget that has been revised, so both the project total and the underlying figures are incorrect. I can provide correct figures, but first I need an answer to my question above, i.e. is equipment for the prototype classed as 'prototype' expenditure or 'plant and equipment' expenditure?

Regards

Dr Mark Cooksey  
Managing Director and CEO  
ABx Group Limited

s22  
s22 @abxgroup.com.au  
[www.abxgroup.com.au](http://www.abxgroup.com.au)

---

**From:** MTS <MTS@industry.gov.au>

**Sent:** Thursday, March 21, 2024 9:54 AM

**To:** Mark Cooksey <s22 @abxgroup.com.au>

**Cc:** s22 <s22 @industry.gov.au>

**Subject:** MTCEII000038 - Alcore Limited - variation request -please sign deed of variation [SEC=C

OFFICIAL

Good day Mark,

Your request for a variation to your grant agreement is approved, **S 47G, S 47J**. Plus, consequent changes to grant payment timing and the expenditure profile.

Please find attached a corresponding Deed of Variation for signature. Please arrange for this to be signed and dated (with second signatory) on page 2 by persons with appropriate authorisation at your organisation. Please then scan and email to the MTS inbox and me. I will then arrange for execution.

Please complete this by CoB 28-3-2024.

FYI I am away from the office from 25 March to 12 April 2024.

Please call me if you have any queries.

**s22**

**Program Officer**

Enabling and Business Services | Business Grants Hub and Integrity Division | Internal Programs Branch  
On the land of the Wurundjeri people of the Kulin Nation, 111 Bourke Street, Melbourne, Australia  
Ngunnawal Country, GPO Box 2013, Canberra 2601, Australia  
Department of Industry, Science and Resources

**P s22** | **M s22** **E s22** [@industry.gov.au](mailto:industry.gov.au)

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OFFICIAL

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**From:** MTS

**Sent:** Tuesday, March 5, 2024 11:13 AM

**To:** Mark Cooksey <**s22** [@abxgroup.com.au](mailto:s22@abxgroup.com.au)>

**Subject:** MTCEII000038 Alcore Limited - variation request - being assessed [SEC= ]

Good morning, Mark.

Your variation request, submitted 10/11/2023, is currently being assessed. No decision has yet been taken. I will advise you as soon as I know the outcome.

Please call if you have any queries.

Best regards.

**s22**

s22

## Program Officer

Enabling and Business Services | Business Grants Hub and Integrity Division | Internal Programs Branch  
On the land of the Wurundjeri people of the Kulin Nation, 111 Bourke Street, Melbourne, Australia  
Ngunnawal Country, GPO Box 2013, Canberra 2601, Australia  
Department of Industry, Science and Resources

P s22 | M s22 E s22 @industry.gov.au

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OFFICIAL  
OFFICIAL

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**From:** Mark Cooksey <s22 @abxgroup.com.au>

**Sent:** Thursday, February 29, 2024 2:53 PM

**To:** MTS <MTS@industry.gov.au>

**Subject:** RE: MTCEII000038 Alcore Limited - variation request - clarification required overdue [SEC=OFFICIAL]

Hi s22

I don't believe I have received advice as to whether our variation request was approved? Can you clarify?

Regards

Dr Mark Cooksey  
Managing Director and CEO  
ABx Group Limited  
+s22  
s22 @abxgroup.com.au  
[www.abxgroup.com.au](http://www.abxgroup.com.au)

**From:** MTS

**Sent:** Tuesday, November 14, 2023 2:10 PM

**To:** Mark Cooksey s22 @abxgroup.com.au

**Cc:** s22 @industry.gov.au

**Subject:** MTCEII000038 Alcore Limited - confirming that the formal signed variation request has been submitted.  
[SEC=OFFICIAL]

Good afternoon, Mark.

This is to follow up on our phone call today. As discussed, your request emailed to me on the 10/11/2023 will be recorded as the formal signed variation request. I recognise that there are further details to be clarified by exchange of email. For example, the revised expenditure profile, now with expenditure in FY 24/25.

Key points in your variation request are:



- a. A change of project end date to 31/3/2025.
- b. In the request, the construction of the plant is planned to be completed by 31/3/2025. This is a commercial plant that recycles aluminium smelter bath waste into hydrogen fluoride, aluminium sulfate and sodium sulfate.
- c. S 47G, S 47J
- d. S 47G, S 47J .
- e. There may be changes to the Asset register. e.g., specialised reactors.

Please call or email if any of the points above are incorrect or require clarification.

s22

OFFICIAL

S

s22

---

**From:** Mark Cooksey <@abxgroup.com.au>  
**Sent:** Wednesday, 1 May 2024 10:25 PM  
**To:** MTS  
**Subject:** MTCEII000038 -S 47G  
[SEC=OFFICIAL]  
**Attachments:** S 47G

OFFICIAL

**CAUTION** - This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi s22

The online report interface did not prompt me for the eligible expenditure spreadsheet or invoices. I attach the spreadsheet and all invoices here.

I also attach one photo and one ASX announcement.

For milestone 2, the estimated end date is 31 March 2025.

Regards

Dr Mark Cooksey  
Managing Director and CEO  
ABx Group Limited  
+s22  
s22 @abxgroup.com.au  
[www.abxgroup.com.au](http://www.abxgroup.com.au)

---

**From:** MTS <MTS@industry.gov.au>  
**Sent:** Wednesday, May 1, 2024 3:14 PM  
**To:** Mark Cooksey <s22 @abxgroup.com.au>  
**Subject:** MTCEII000038 - ALCORE LIMITED - Request for Further Information [SEC=OFFICIAL]

OFFICIAL

Hi Mark,

Please be advised that I am currently in the process of assessing Progress Report 6 (Type B) and require the following documents:

- The eligible expenditure spreadsheet.
- All Invoices and or any proof of payment.
- Photographs relating to the progress of the project.

I have also noticed that the estimated end date for Milestone 2 was not provided in the progress report. Can you please confirm the estimated end date for this milestone?

Please have a response by close of business on 3 May 2024 so I am able to assist with the progress report.

Kind regards,

s22  
Grants Officer

Department of Industry, Science and Resources  
Business Grants Hub & Integrity Division | Internal Programs Branch  
Email s22 @industry.gov.au

OFFICIAL

---

**From:** Mark Cooksey <s22 @abxgroup.com.au>  
**Sent:** Tuesday, April 30, 2024 1:34 PM  
**To:** MTS <MTS@industry.gov.au>  
**Subject:** RE: MTCEII000038 - Manufacturing Translation Stream - Recycling and Clean Energy Priority Round 2 report [SEC=OFFICIAL]

OFFICIAL

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Hi s22 (sorry for Elena before)

Thanks. I can see the 30/04/2024 report now. I will submit today.

Regards

Dr Mark Cooksey  
Managing Director and CEO  
ABx Group Limited  
+s22  
s22 @abxgroup.com.au  
www.abxgroup.com.au

---

**From:** MTS <MTS@industry.gov.au>  
**Sent:** Tuesday, April 30, 2024 1:28 PM  
**To:** Mark Cooksey <s22 @abxgroup.com.au>  
**Subject:** RE: MTCEII000038 - Manufacturing Translation Stream - Recycling and Clean Energy Priority Round 2 report [SEC= ]

Hi Mark,

Thank you for letting me know about that issue.

I have reconfigured the system and you should now be able to view the missing reports.

Please let me know if there are any other issues that require fixing.

Kind regards,

s22  
Grants Officer

Department of Industry, Science and Resources  
Business Grants Hub & Integrity Division | Internal Programs Branch  
Email s22 @industry.gov.au

---

**From:** Mark Cooksey <s22 @abxgroup.com.au>  
**Sent:** Monday, April 29, 2024 10:04 AM  
**To:** MTS <MTS@industry.gov.au>  
**Subject:** FW: MTCEII000038 - Manufacturing Translation Stream - Recycling and Clean Energy Priority Round 2 report

**CAUTION** - This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

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Hi Elena

This progress report is due tomorrow, 30/04/2024. However, when I logged into the portal, this report was not listed and so I cannot complete it. There should also be a progress report B due on 30/10/2024. See attached screenshot from portal..

Regards

Dr Mark Cooksey  
Managing Director and CEO  
ABx Group Limited  
+s22  
s22 @abxgroup.com.au  
www.abxgroup.com.au

---

**From:** Mail@business.gov.au <Mail@business.gov.au>  
**Sent:** Saturday, April 6, 2024 8:26 AM  
**To:** Mark Cooksey <s22 @abxgroup.com.au>  
**Subject:** Manufacturing Translation Stream - Recycling and Clean Energy Priority Round 2 report

\*\*\*This email was automatically generated. Please do not reply to it.\*\*\*

**ALCORE LIMITED**

Your reference no: MTCEII000038

## **Manufacturing Translation Stream - Recycling and Clean Energy Priority Round 2 - Report due reminder**

This is a reminder that your End of project report is due by 30/04/2024. You must complete and submit your report on the [business.gov.au portal](https://business.gov.au/portal). You can enter the required information in stages and submit when it is complete.

We use your report to assess your progress against any agreed project milestones, and to establish that your project is in line with the agreed activities and outcomes.

Your grant agreement details all your reporting obligations, and your grant funding is dependent on receipt of satisfactory reports.

If you anticipate any problem in submitting the report by its due date, or if you have any questions, email us at [mis@industry.gov.au](mailto:mis@industry.gov.au) and a member of the team will be in contact with you.

### **Department of Industry, Science and Resources**

[business.gov.au](https://business.gov.au) 13 28 46 (8am - 8pm local time, Monday to Friday)

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**Your Booking Reference**
**S 22**

**Important Information**

- This is your E-Ticket Itinerary & Receipt/Tax Invoice. We recommend that you print this out or save this on your phone, and it is recommended you retain a copy for your records.
- Each passenger travelling needs a printed copy of this document for airport security checks.
- Please familiarise yourself with the key Conditions of Carriage, Dangerous Goods guide and other information attached.

**Passenger Ticket Information**

Passenger Name	Frequent Flyer No.	Ticket No.	Issued	Ticket Total*
Dr S 22	S 22 Frequent Flyer Silver / oneworld Ruby	S 22	04 Oct 23	177.02
<b>Ticket Total for all passengers*</b>				<b>177.02</b>

\*Amounts are displayed in Australian Dollar (AUD)

**Your Itinerary**

Date	Flight Number	Departing	Arriving	Status	Flight Information
09 Oct 23	JQ739	Melbourne 1840, 6:40PM Terminal 4	Launceston 1945, 7:45PM 09 Oct 23	Economy Confirmed	Est journey Time: 01:05 Non-Stop Aircraft Type: Airbus Industrie A320

**Payment Details**

Date	Payment Type	Reference	Amount*
04 Oct 23	S	S 22	177.02

This may appear as multiple transactions on your credit card statement

**Your Receipt Details**

Ticket Charges	Charges	GST	Total*
Total*	159.29		
Card Payment Fee	1.64		
<b>Total Amount Payable*</b>	<b>160.93</b>	<b>16.09</b>	<b>177.02</b>

\*Includes Taxes/Fees/carrier Charges

**Tax Information**

GST is included for taxable sales  
GST Paid 16.09

**Issued by**  
**Qantas Airways on 04 Oct 23**

**Flying With Us**

**Before Check-in**

- Ensure that each passenger carries a printed copy of this document when travelling.
- Label your bags inside and out with your name, address and contact number at your destination.
- Check Carry-on baggage and checked baggage allowances as restrictions apply.


**Getting Away On Time**

- Ensure you are at the airport with enough time to complete necessary check-in, security screening and, for international flights, customs and immigration.
- Familiarise yourself with the check-in and boarding times. Information for Qantas and QantasLink flights is in the Travel Information section attached.


**Check-in**

- Visit [qantas.com/checkin](https://qantas.com/checkin) to choose the check-in option best for you.

**Fare Restrictions - Refer to the applicable fare rules as special conditions may apply**

**Additional Fees:** Fees may apply to some booking changes, ticket reissues and consultant-assisted services. Details are available at [qantas.com](https://qantas.com).



Qantas Group check-in times	International Terminal	Domestic Terminal
<b>Australian and New Zealand Terminals**</b>	<b>QF 001 - 399</b>	<b>QF400 - 2999</b>
International First / Business	Closes 60 minutes before departure	N/A
International Economy / Premium Economy	Closes 90 minutes before departure	N/A
Domestic Business / Economy	Closes 60 minutes before departure	45 minutes from departure* Closes 30 minutes before departure.
Qantas codeshare services (QF Flight numbers operated by Jetstar)^	Check in opens 3 hours before departure Closes 60 minutes before departure	Check in opens 2 hours before departure Closes 40 minutes before departure
<b>Jetstar Services^</b>	<b>JQ 001 - 224 and 3K 200 and above</b>	<b>JQ 225 - 299^ and JQ 400 and above</b>
Jetstar Business / Economy (JQ)	Check in opens 3 hours before departure Closes 60 minutes before departure	Check in opens 2 hours before departure Closes 40 minutes before departure
Jetstar flights operated by Jetstar Asia (3K)	Check in opens 2 hours before departure Closes 45 minutes before departure	N/A

\* Check-in closes 30 minutes before departure. Boarding will commence 20 minutes prior to departure.

\*\* Please check with your local Qantas office for check-in time at all non-Australian / New Zealand ports. Ensure you adhere to check-in times or your fare may be forfeited.

^ Jetstar flights JQ 225 - 299 are Domestic New Zealand flights.

Carry On Baggage Allowances (except infants~) - Qantas, QantasLink (QF) and Jetstar (JQ,3K) only^		
Route	Piece Allowance and Dimensions*	Weight Allowance
Qantas and QantasLink Australian Domestic flights (excludes Dash 8 services)	All classes: 2 x 105cm (41in) bags or 1 x 105cm (41in) bag plus 1 x 185cm (73in) non rigid garment bag or 1 x 115cm (45in) bag	Up to 10kg (22lb) for one piece, max 14kg (30lb) total
Dash 8 services	1 x 105cm (41in) bag	7kg (15lb) per piece
Qantas International ( <a href="#">country specific exceptions</a> may apply)	First/Business/Premium Economy: 2 x 115cm (45in) bags or 1 x 115cm (45in) bag plus 1 x 185cm (73in) non rigid garment bag	Up to 10kg (22lb) for one piece, max 14kg (30lb) total
	Economy: 1 x 115cm (45in) bag or 1 x 185cm (73in) non rigid garment bag	7kg (15lb) per piece
<b>Jetstar fares where the flight number starts with "QF"</b>	56cm (width), 36cm (height), 23cm (depth) cabin baggage 11cm (height), 60cm (width) and 114cm (length) garment bag	7kg (15lb) total across 2 items
<b>Jetstar fares where the flight number starts with "JQ"</b>	56cm (width), 36cm (height), 23cm (depth) cabin baggage 11cm (height), 60cm (width) and 114cm (length) garment bag	7kg (15lb) total across 2 items
Jetstar Business	56cm (width), 36cm (height), 23cm (depth) cabin baggage 11cm (height), 60cm (width) and 114cm (length) garment bag	14kg (30lb) total across 2 items (max of 10kg (22lb) per single item)

~ Visit [qantas.com](http://qantas.com) or [jetstar.com](http://jetstar.com) for information about baggage for infants

^ For other airlines, check with the applicable airline

\* Total dimensions are measured by adding together the width, height and depth of the bag

<b>Qantas Domestic Checked Baggage Allowance</b>		
<b>Cabin</b>	<b>Customers</b>	<b>Allowance</b>
<b>ECONOMY</b> excludes QantasLink Services to/from Lord Howe Island	Non Frequent Flyer, Bronze Qantas Club, Silver Gold Platinum/Platinum One	1 piece up to 23kg (50lb) 1 piece up to 32kg (70lb) 2 pieces up to 32kg (70lb) each 2 pieces up to 32kg (70lb) each
<b>BUSINESS</b>	All customers	2 pieces up to 32kg (70lb) each
<b>INFANTS</b>	N/A	No allowance but see note+ below.
<b>QANTASLINK SERVICES To/from Lord Howe Island</b>	All customers	1 piece at 14kg (30lb)
<b>QANTASLINK SERVICES</b>	All customers	1 piece at 23kg (50lb)
<b>Jetstar ECONOMY fares where the flight number starts with "QF"</b>	All customers	1 piece up to 23kg (50lb)
<b>Jetstar ECONOMY Starter fares and Classic Flight Rewards (booked before 15 February 2023) where the flight number starts with "JQ"</b>	All customers	1 piece up to 20kg (44lb) total (no piece limit)
<b>Jetstar ECONOMY Starter, Max fares and Classic Flight Rewards (booked after 15 February 2023) where the flight number starts with "JQ"</b>	All customers	1 piece up to 23kg (50lb) total (no piece limit)
<b>Jetstar ECONOMY Max fares (booked before 15 February 2023) where the flight number starts with "JQ"</b>	All customers	1 piece up to 30kg (66lb) total (no piece limit)

<b>Qantas International Checked Baggage Allowance</b>		
<b>Cabin</b>	<b>Customers</b>	<b>Allowance</b>
<b>North and South America</b>		
<b>ECONOMY</b>	Non Frequent Flyer, Bronze Qantas Club, Silver, Gold Platinum/Platinum One	1 piece up to 32kg (70lb) each 3 pieces up to 32kg (70lb) each 3 pieces up to 32kg (70lb) each
<b>PREMIUM ECONOMY</b>	Non Frequent Flyer, Bronze Qantas Club, Silver, Gold Platinum/Platinum One	2 pieces up to 32kg (70lb) each 3 pieces up to 32kg (70lb) each 3 pieces up to 32kg (70lb) each
<b>BUSINESS</b>	Non Frequent Flyer, Bronze Qantas Club, Silver, Gold Platinum/Platinum One	2 pieces up to 32kg (70lb) each 3 pieces up to 32kg (70lb) each 4 pieces up to 32kg (70lb) each
<b>FIRST</b>	Non Frequent Flyer, Bronze Qantas Club, Silver, Gold	3 pieces up to 32kg (70lb) each
	Platinum/Platinum One	4 pieces up to 32kg (70lb) each
<b>INFANTS</b>	N/A	1 piece up to 10kg (22lb) and see note+ below
<b>All other International Destinations</b>		
<b>ECONOMY</b>	Non Frequent Flyer, Bronze Qantas Club, Silver Gold Platinum/Platinum One	30kg (66lb) 42kg (92lb) 46kg (101lb) 50kg (110lb)
<b>PREMIUM ECONOMY</b>	Non Frequent Flyer, Bronze Qantas Club, Silver Gold Platinum/Platinum One	40kg (88lb) 52kg (114lb) 56kg (123lb) 60kg (132lb)
<b>BUSINESS</b>	Non Frequent Flyer, Bronze Qantas Club, Silver Gold Platinum/Platinum One	40kg (88lb) 52kg (114lb) 56kg (123lb) 60kg (132lb)
<b>FIRST</b>	Non Frequent Flyer, Bronze	50kg (110lb)
	Qantas Club, Silver	62kg (136lb)
	Gold	66kg (145lb)
	Platinum/Platinum One	70kg (154lb)
<b>INFANTS</b>	N/A	10kg (22lb) see note+ below



<b>Jetstar ECONOMY Starter fares (booked before 15 February 2023) where the flight number starts with "JQ"</b>	All customers	20kg (44lb) total
<b>Jetstar ECONOMY Starter fares (booked after 15 February 2023) where the flight number starts with "JQ"</b>	All customers	30kg (66lb) total
<b>Jetstar ECONOMY Max fares where the flight number starts with "JQ"</b>	All customers	30kg (66lb) total
<b>Jetstar ECONOMY fares where the flight number starts with "QF"</b>	All customers	30kg (66lb) total
<b>Jetstar BUSINESS</b>	All customers	30kg (66lb) total

**Note:**

**Partner Airlines Checked Baggage Allowance:** Check your ticketed allowance at [Manage Booking](#). Different baggage allowances may apply each time you check-in baggage. If you check-in baggage for a multiple sector journey, usually the baggage allowance of the [most significant carrier](#) in your itinerary will apply. However, different rules may apply to tickets [to and from North and South America](#).

**Disclaimers:**

On Dash-8 services, no single piece can weigh more than 32kg and bags weighing more than 23kg per passenger are subject to space availability.

**Child Checked Baggage Allowance:**

For each child travelling with an adult, 1 car seat and 1 collapsible stroller or push chair, each weighing up to 32 kg, can be carried free of charge. Charges will apply for any baggage carried in addition to the checked baggage allowance and additional items. The additional allowances apply only on Qantas operated flights with a QF flight number on the ticket.

**Infant Checked Baggage Allowance:**

For each infant travelling with an adult, up to 3 infant items on QF or 4 infant items on JQ, each weighing up to 32kg, can be carried free of charge including:

- Collapsible stroller or push-chair;
- Collapsible cot or bassinet; and
- Car seat or baby capsule.

The additional allowances apply only on Qantas operated flights with a QF flight number on the ticket or Jetstar operated flights with a JQ flight number on the ticket.



**Important Information****Dimensions:****International Flights (excluding North and South America):**

Total dimensions for each piece must not exceed 158cm (62in). Dimensions for checked baggage are calculated by adding together the width, height and depth of the piece of baggage.

**International Flights to and from North & South America:**

Total dimensions of the 3 pieces must not exceed 405cm (159in) and total dimensions of the 2 pieces must not exceed 270cm (106in) with no single piece exceeding 158cm (62in). Dimensions for checked baggage are calculated by adding together the width, height and depth of the piece of baggage.

**Domestic Flights:**

Total dimensions of each piece must not exceed 140cm (55in). Dimensions for checked baggage are calculated by adding together the width, height and depth of the piece of baggage.

+Adults travelling with an infant (under 2 years) on Qantas operated services may check-in up to three infant items free of charge. See [here](#) for more details.

**Interline travel:** Qantas baggage allowance may not apply. If your travel on this ticket involves more than one airline, the baggage allowance of the most significant carrier in your itinerary will apply to each journey, except in relation to travel to, from or within the USA. Under US DOT regulations, if your travel to, from or within the USA involves more than one airline, the baggage rules of one airline will apply to all of the flights in your itinerary. This is determined by the first carrier in your itinerary. For travel between Australia and the USA, usually (but not always) Qantas' baggage allowance will apply to the whole itinerary.

**Member Allowances:** Qantas Frequent Flyer and Qantas Club member baggage allowances apply to travel on Qantas and QantasLink operated flights with a QF flight number on your ticket, excluding flights to or from Lord Howe Island and Mount Hotham. These allowances also apply to Emirates operated flights with an EK flight number between and within Europe, the Middle East, North Africa, Asia and Australia. These benefits are not cumulative.

**Definitions:** Domestic travel is travel that is not combined with any international flights on the same ticket. International travel is travel between two or more countries including any flight within those countries if it is combined with the international travel.

**General:** No single item of checked baggage may exceed 32kg (70lb). Carriage of baggage is subject to space availability and any applicable aircraft weight restrictions, which vary. Baggage exceeding the specified allowance may need to be accommodated on a later flight.

Visit [qantas.com/baggage](http://qantas.com/baggage) or the "Planning & Booking - Baggage" page of [jetstar.com](http://jetstar.com) for important information regarding baggage restrictions. For additional and excess baggage rates visit [qantas.com/additionalbaggage](http://qantas.com/additionalbaggage) or [jetstar.com](http://jetstar.com).

**Enhanced Security Screening - Powders, Liquids, aerosols and gels**

Enhanced security measures apply to and from Australia and on domestic sectors of international flights within Australia. Similar or more restrictive measures may apply for other countries. If you want to take powders, liquids, aerosols or gels through the screening point, make sure:

- each item is 100ml or less;
- all items fit comfortably in a transparent resealable 1 litre plastic bag (only 1 bag per person is allowed)

**Exceptions:** Prescription and non-prescription medicines and baby products that you need for the flight, but please note:

- proof of need may be required, and
- additional security checks may be performed
- All powders must be screened separately with restrictions on the carriage of inorganic powders over 350 millilitres (350 grams)

**Note - Duty Free items:** Duty free liquids, aerosols and gels not exceeding 100ml per item may be taken onboard in your transparent resealable 1 litre plastic bag. Government screening requirements vary between countries around the world, and duty free liquids, aerosols and gels which exceed 100ml may not always be permitted through a screening point at all airports on your journey. If your journey includes a flight with a transit stop or a transfer to an onward connecting flight, you may be required to take these items through the transit or transfer screening points where you may be required to surrender the item, and it will not be returned to you.

Qantas recommends that you visit [TravelSecure](#) for more information.

**Use of insecticides**

Some countries require the cabin of inbound flights to be treated with insecticide.

For additional information refer to [Department of Transportation Aircraft Disinsection Requirements](#)

**Photo ID at Check-in**

If you are travelling on an international flight, your passport and relevant documents will be required. For domestic flights in Australia (flights QF400 - 2999), you must be able to produce identification, such as your driver's license, Qantas booking reference, Qantas Frequent Flyer card, Qantas Club card or credit card used for the ticket purchased. For domestic flights departing from an international terminal (flights QF001-399), you may be required to produce photo identification.

**Jetstar (JQ) & Jetstar Asia (3K) Flights - Onboard Inclusions/Exclusions**

Food, beverages and entertainment are not included in most Jetstar fares.

**Feedback and Complaints**

To provide your feedback or make a complaint about our scheduled services, contact us by [e-mail](#) or in writing to Customer Care, Qantas Airways Limited, 10 Bourke Road, Mascot, NSW 2020, Australia.

In the US, you can also contact Qantas on toll-free telephone number 1-855-477-9316 or the Aviation Consumer Protection Division of the US Department of Transport on telephone 202-366-2220 (TTY 202-366-0511). You can find more information at <https://www.transportation.gov/airconsumer>.

**Sharp objects or cutting implements**

The following items if carried must be placed in your checked baggage:

- all knives, sharp objects or cutting implements of any kind and any length, whether of metal or other material (including, but not limited to paper knives, carpet knives, box cutters, letter openers, scissors of any kind, tradesman's tools, screwdrivers, and darts).
- sporting goods (including, without limitation, sporting bats, billiards/snooker/pool cues, catapults)

If these items are carried in your cabin baggage or on your person you will be required to surrender the item/s at the security screening point and it will not be returned to you.

**Exception - Hypodermic Needles:** Refer to [qantas.com](#) or call your local Qantas office for information.

**Travelling with Money**

Are you planning to carry funds in or out of Australia? By law, you must now:

- If asked by a Customs or police officer, report travellers cheques, cheques, money orders or any other bearer negotiable instruments of any amount.
- Always report A\$10,000 cash or more (or foreign currency equivalent) using a form available from Customs.

Visit [www.austrac.gov.au](http://www.austrac.gov.au) for more information.

**Qantas Privacy Collection Notice**

Qantas collects information about you (including health information where necessary) to provide products and services to you, facilitate your participation in our and other organisations' loyalty programs, ensure the safety and security of all passengers when travelling with us, conduct marketing activities for our and third parties' products and services and conduct market research.

We may collect your personal information from people who make or update your travel booking or otherwise interact with us on your behalf, from our related bodies corporate and Jetstar branded entities, from our service providers and from immigration, customs, border security and other regulatory authorities. Some of the information we collect is required under the Customs Act 1901 (Cth). If the information is not provided, we may not be able to provide the service requested.

For the reasons described above, we may disclose your personal information to:

- our related companies, other carriers and organisations which provide services to us (such as ground handling and other travel related services, call centre operation, market research and marketing services, and services associated with complaints or security incident investigation);
- your employer if you are travelling for work purposes on a ticket purchased by your employer\*; and
- others to comply with our legal obligations, including to various law enforcement agencies, regulatory authorities and governments for security, customs and immigration purposes.

These parties may be located overseas including in the United Kingdom, the United States, Germany and any country which you travel to or through with us or our partner airlines.

Our privacy policy is available at [qantas.com](#) and it contains more information about the above and also how you can seek access to, and correction of, your personal information. It also explains how you can complain about a breach of your privacy and how we will deal with your complaint. You can contact us by writing to Qantas Customer Care at 10 Bourke Road, Mascot, NSW, 2020.

\*The information disclosed to your employer may include your travel details and any information associated with your travel (including full details of: travel booked or undertaken, upgrades provided, incident reports, any refusal of carriage, denial of boarding and travel bans imposed).

Carriage on Qantas or QantasLink is subject to our full Conditions of Carriage at [qantas.com/carriage](http://qantas.com/carriage).

Some key conditions:

**Travel or Health Documents:** You are responsible for complying with any immigration policies, travel and health documentation requirements, government quarantine restrictions or conditions (including length of stay) that apply to your travel.

**Check-in:** Deadlines apply and you may be refused carriage if you are late. View Qantas' check-in times at [qantas.com/checkintimes](http://qantas.com/checkintimes).

**Oversale - Denied Boarding:** If you are denied boarding because your carrier has oversold an international flight on which you are booked, you may be entitled to compensation in accordance with applicable regulations (for example, in the EU or USA), or carrier's policy. When required by applicable law or regulation, the carrier must solicit volunteers before anyone is denied boarding involuntarily. For Qantas' policy - ask at our international check-in counters.

**Insurance:** Travel insurance is recommended.

**Liability Limits:** If your journey involves a stop in a country different from that of departure, then the Montreal Convention or the Warsaw Convention may govern and limit the liability of all airlines for death or bodily injury and in respect of loss of or damage to baggage.

Approximate conversions of Special Drawing Rights (SDRs) are provided as a guide only and will be subject to change with currency conversion rates.

International	Warsaw (limits are per person)	Montreal (limits are per person)
Death and bodily injury	Qantas has waived its liability limits	No financial limit
Checked baggage	250 francs/kg (approx. A\$30/US\$25)	Special Drawing Rights (SDRs) 1,131 SDRs (approx AU\$1,950/US\$1,800)
Carry-on baggage (carrier fault)	5,000 francs max. (approx. A\$500/US\$400)	

**Delay:** For damage occasioned by delay to your journey, where the Montreal Convention applies, the limit of liability is 4,694 SDRs (approx AU\$8,160/US\$7,500) per passenger in most cases. Where the Warsaw Convention applies, the carrier may be liable for damage occasioned by delay, subject to the Convention limit.

**Defences:** The Conventions provide certain defences to liability on which we may rely in some circumstances. For further information read the Liability section at [qantas.com/carriage](http://qantas.com/carriage).

Domestic (no international sectors on itinerary)	Australia (limits are per person)	New Zealand (limits are per person)
Death and bodily injury	A\$725,000	Refer to ^
Checked baggage	A\$1,600	NZ\$1,500 per unit of baggage
Carry-on baggage	A\$160	No liability except to extent our fault.
Delay	Your rights are limited by Qantas' Conditions of Carriage subject, in New Zealand, to rights under the Civil Aviation Act 1990.	

^Claims in New Zealand courts for damages arising directly or indirectly out of bodily injury or death of a passenger may be barred in accordance with the Injury Prevention, Rehabilitation, and Compensation Act (NZ) 2001 and we are not liable for loss or damage to carry-on baggage subject to your rights under the Consumer Guarantees Act 1993.

**Baggage General:** Comply with your carrier's baggage allowances and do not include fragile or perishable articles, precious metals, jewellery, money, rare items, business papers or other important documents or valuables (including cameras and electronic equipment) in your checked baggage. For Qantas' baggage allowances visit [qantas.com/baggage](http://qantas.com/baggage).

**Delays and Cancellation:** If travelling on Qantas, we will use all reasonable efforts to depart on time, but we do not guarantee flight times. If your flight is delayed or cancelled, you may in some circumstances be entitled to assistance and/or compensation depending on your journey and applicable law.

**Seating:** Qantas does not guarantee you any particular seat even if your reservation is confirmed.

**Specific Assistance:** Qantas requires advance notice for some accommodations that passengers with disabilities may need, and passengers with disabilities may need to check in earlier than other passengers. For details, visit [qantas.com/fitness](http://qantas.com/fitness).

**Taxes, Fees and Carrier Charges:** The charges, surcharges and taxes included in your fare or shown separately on your ticket may not be levied by a government authority but may be airport operator or carrier imposed. Details can be provided by your travel consultant.

**Other Carriers/Non-Airline Transport:** Except where you are travelling on a "QF" code, if Qantas issues a ticket or itinerary/receipt or checks baggage for carriage on another carrier, it does so only as agent for the other carrier and their conditions of carriage will apply to those services. The air carrier's conditions of carriage do not apply to any non-airline travel included in your booking. The operator's conditions of carriage may significantly limit or exclude liability. Ask your travel consultant for details.

**Time Limit for Action:** Any action in court to claim damages relating to your carriage must be brought within two years from the date of arrival of the aircraft or from the date on which the aircraft ought to have arrived.

**Baggage Claims:** There are time limits within which a claim must be made in writing to your carrier in circumstances of loss, damage or delay of your baggage. Some limits are as short as three days. Check with your carrier's Baggage Claims.

**Privacy:** Our privacy statement is available at [qantas.com/privacy](http://qantas.com/privacy).

**Dangerous Goods:** For safety reasons, dangerous articles must not be packed in checked or carry-on baggage. Prohibited articles include but are not limited to: compressed gases, corrosives, explosives, flammable liquids and solids, radioactive materials, oxidising materials, poisons, infectious substances, and briefcases with installed alarm devices. For the latest details on dangerous goods, visit [qantas.com/dangerousgoods](http://qantas.com/dangerousgoods)

## Jetstar Key Conditions of Carriage

Carriage on Jetstar is subject to their Terms and Conditions at [jetstar.com/terms-and-conditions](http://jetstar.com/terms-and-conditions)

Trip.com Travel Singapore Pte. Ltd.

Company No/GST Reg. No: 201613701E

Booking No. **S 22**

Date of Booking: 07:04, October 4, 2023 (GMT+8)

Receipt

Contact Info	
Contact Name	<b>S 22</b>
Email	<b>S 22</b> @abxgroup.com.au

Passengers & Ticket Numbers	
<b>S 22</b>	<b>S 22</b>

Flights		
Sydney - Launceston	October 9, 2023	Economy class
Jetstar Airways JQ749		

Price Summary	Amount
Fare	AU\$ 166.60
Taxes & Fees	AU\$ 0.30
Ticketing fee	AU\$ 7.00
Card processing fee	AU\$ -4.90
Total	AU\$ 169.00

This receipt is automatically generated.



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Trip.com Travel Singapore Pte. Ltd.

Trip.com Travel Singapore Pte. Ltd.

Trip.com Travel Singapore Pte. Ltd.

Company No/GST Reg. No: 201613701E

Booking No. **S 22**

Date of Booking: 4 October 2023, 07:04 (GMT+8)

Receipt

Contact Info	
Contact Name	<b>S 22</b>
Email	<b>S 22</b> @abxgroup.com.au

Passengers & Ticket Numbers	
<b>S 22</b>	<b>S 22</b>

Flights		
Launceston - Melbourne	10 October 2023	Economy class
Qantas Airways QF2290		
Melbourne - Sydney	10 October 2023	Economy class
Qantas Airways QF478		

Price Summary	Amount
Fare	AU\$ 298.90
Taxes & Fees	AU\$ 76.30
Card processing fee	AU\$ -11.00
Total	AU\$ 364.20

This receipt is automatically generated.



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Trip.com Travel Singapore Pte. Ltd.

Trip.com Travel Singapore Pte. Ltd.



## Tax Invoice (AUD)

Invoice No: 3389

Billed To:

**S 22**  
UNKNOWN  
UNKNOWN **S**  
Australia

Date: 09 Oct 2023  
Adults: 2  
Arrive Date: 09 Oct 2023  
Depart Date: 10 Oct 2023  
Reference No: **S 22**

Account No: **S 22**  
Reservation No:  
Cashier: **S**

Date	Detail	GST	Amount (Inc. GST)
09 Oct 2023	Accommodation - (09-Oct-23). Transfer from Acc No: 36618, Acc Type: Accom, Guest: <b>S 22</b> <b>S 22</b>	\$12.73	\$140.00
	Accommodation - (09-Oct-23). Transfer from Acc No: 36617, Acc Type: Accom, Guest: <b>S 22</b> <b>S 22</b>	\$12.73	\$140.00
	Credit Card # 4030, Visa #3556, Ref #d58a7232-6ae0-4651-a308-1adc7b871b91		-\$282.80
	- Credit Card Transaction Fee.	\$0.25	\$2.80
		<b>NET</b>	\$257.09
		<b>GST</b>	\$25.71
		<b>Total</b>	\$282.80
		<b>Balance</b>	\$0.00

We appreciate your business and request prompt payment if required.  
Thank you for choosing to stay at the Pier Hotel

### Remittance

**S 22**  
UNKNOWN  
UNKNOWN **S**

Reference No: 28867  
Invoice No: 3389








### Bank Details

Account Name: Red Ruby Hospitality Pty Ltd  
BSB Number: 067-600  
Account Number: 11069064

Total: \$0.00



## Reports

Report	Report ID	Status	Due date	Submitted date	Accepted date	Related payment	Actions
Progress report A	MTCEII0000385	Approved	25/12/2022	20/12/2022	19/01/2023		 View
Progress report B	MTCEII0000381	Approved	25/03/2023	24/03/2023	20/04/2023	MTCEII0000382	 View
Progress report A	MTCEII0000387	Approved	25/06/2023	19/06/2023	19/06/2023		 View
Progress report B	MTCEII0000382	Approved	25/09/2023	28/09/2023	21/11/2023		 View
Progress report A	MTCEII0000389	Approved	25/12/2023	19/12/2023	10/01/2024		 View
End of project report	MTCEII0000383	Draft	30/04/2025				 Edit
Post Project report	MTCEII0000384	Draft	30/04/2026				 Edit

s22

**From:** Mark Cooksey <@abxgroup.com.au>  
**Sent:** Friday, 10 May 2024 9:56 PM  
**To:** MTS  
**Subject:** RE: MTCEII000038 - ALCORE LIMITED - Research Centre Lease Expenditure [SEC=OFFICIAL]  
**Attachments:** 2023.09.13 Alcore installs state-of-the-art bath pilot batch reactor.pdf; 2023.11.08 Alcore bath pilot batch reactor commissioned.pdf; 2023.12.13 Positive results from state-of-the-art reactor.pdf; 2024.02.20 ALCORE Bath Pilot Batch Reactor Update.pdf; 2024.04.04 ALCORE bath pilot batch reactor update.pdf

OFFICIAL

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Hi s22

The project actually has two prototypes. They are:

Prototype	Capital cost	Location	Delivered and installed
S 47G, S 47J	S 47G, S 47J	Research centre	1 Sep 2023
S 47G, S 47J	S 47G, S 47J	Likely Tasmania	TBA

S 47G, S 47J

I also attach five ASX announcements we have released on the bath pilot batch reactor since Sep 2023.

Dr Mark Cooksey  
 Managing Director and CEO  
 ABx Group Limited  
 +s22  
 s22 @abxgroup.com.au  
[www.abxgroup.com.au](http://www.abxgroup.com.au)

**From:** MTS <MTS@industry.gov.au>  
**Sent:** Thursday, May 9, 2024 10:01 AM  
**To:** Mark Cooksey <s22 @abxgroup.com.au>  
**Subject:** MTCEII000038 - ALCORE LIMITED - Research Centre Lease Expenditure [SEC=OFFICIAL]

OFFICIAL

Hi Mark,



Thank-you for your recent progress report, B submission (and accompanying eligible expenditure spreadsheet).

I've had an initial look at the spreadsheet and note there are several claims for lease of the research centre.

As per section A.6 of the guidelines:

## A.6 Prototype expenditure

Prototype expenditure is eligible expenditure only where the costs incurred in the agreed project contributes directly to proving the commercial viability of a process or service. The Program Delegate may refuse to accept a claim where the number of prototypes and the scale of prototype development do not prove the concept(s) underpinning the agreed project and/or establish a strong reason for multiples exists, such as to enable testing.

Costs incurred in the construction of a number of identical prototypes where a strong reason for multiples exists, such as to enable testing.

Could you please provide further information on the prototype:

1. What is the prototype and what is its function in the project?
2. Can you confirm if the prototype has been completed/built?
3. Does the cost of the research centre lease directly relate to the running cost of the prototype?

Kind Regards,

s22  
Grants Officer

Department of Industry, Science and Resources  
Business Grants Hub & Integrity Division | Internal Programs Branch  
Email s22 @industry.gov.au

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**From:** Mark Cooksey <s22 @abxgroup.com.au>  
**Sent:** Wednesday, May 1, 2024 10:25 PM  
**To:** MTS <MTS@industry.gov.au>  
**Subject:** MTCEII000038 - ALCORE LIMITED - Eligible Expenditure Spreadsheet, Invoices and Photos [SEC=OFFICIAL]

OFFICIAL

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Hi s22

The online report interface did not prompt me for the eligible expenditure spreadsheet or invoices. I attach the spreadsheet and all invoices here.

I also attach one photo and one ASX announcement.

For milestone 2, the estimated end date is 31 March 2025.

Regards

Dr Mark Cooksey  
Managing Director and CEO  
ABx Group Limited  
+s22  
s22 @abxgroup.com.au  
[www.abxgroup.com.au](http://www.abxgroup.com.au)

---

**From:** MTS <[MTS@industry.gov.au](mailto:MTS@industry.gov.au)>  
**Sent:** Wednesday, May 1, 2024 3:14 PM  
**To:** Mark Cooksey <s22 @abxgroup.com.au>  
**Subject:** MTCEII000038 - ALCORE LIMITED - Request for Further Information [SEC=C]

Hi Mark,

Please be advised that I am currently in the process of assessing Progress Report 6 (Type B) and require the following documents:

- The eligible expenditure spreadsheet.
- All Invoices and or any proof of payment.
- Photographs relating to the progress of the project.

I have also noticed that the estimated end date for Milestone 2 was not provided in the progress report. Can you please confirm the estimated end date for this milestone?

Please have a response by close of business on 3 May 2024 so I am able to assist with the progress report.

Kind regards,

s22  
**Grants Officer**

**Department of Industry, Science and Resources**  
Business Grants Hub & Integrity Division | Internal Programs Branch  
**Email** s22 @industry.gov.au

OFFICIAL

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**From:** Mark Cooksey <s22 @abxgroup.com.au>  
**Sent:** Tuesday, April 30, 2024 1:34 PM  
**To:** MTS <[MTS@industry.gov.au](mailto:MTS@industry.gov.au)>  
**Subject:** RE: MTCEII000038 - Manufacturing Translation Stream - Recycling and Clean Energy Priority Round 2 report [SEC=OFFICIAL]

OFFICIAL

**CAUTION** - This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi s22 (sorry for Elena before)

Thanks. I can see the 30/04/2024 report now. I will submit today.

Regards

Dr Mark Cooksey

Managing Director and CEO  
ABx Group Limited  
+s22  
s22 @abxgroup.com.au  
[www.abxgroup.com.au](http://www.abxgroup.com.au)

---

**From:** MTS <[MTS@industry.gov.au](mailto:MTS@industry.gov.au)>  
**Sent:** Tuesday, April 30, 2024 1:28 PM  
**To:** Mark Cooksey <s22 @abxgroup.com.au>  
**Subject:** RE: MTCEI000038 - Manufacturing Translation Stream - Recycling and Clean Energy Priority Round 2 report [SEC=OFFICIAL]

OFFICIAL

Hi Mark,

Thank you for letting me know about that issue.

I have reconfigured the system and you should now be able to view the missing reports.

Please let me know if there are any other issues that require fixing.

Kind regards,

s22  
**Grants Officer**

**Department of Industry, Science and Resources**  
Business Grants Hub & Integrity Division | Internal Programs Branch  
**Email**s22 @industry.gov.au

OFFICIAL

---

**From:** Mark Cooksey <s22 @abxgroup.com.au>  
**Sent:** Monday, April 29, 2024 10:04 AM  
**To:** MTS <[MTS@industry.gov.au](mailto:MTS@industry.gov.au)>  
**Subject:** FW: MTCEI000038 - Manufacturing Translation Stream - Recycling and Clean Energy Priority Round 2 report

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Hi Elena

This progress report is due tomorrow, 30/04/2024. However, when I logged into the portal, this report was not listed and so I cannot complete it. There should also be a progress report B due on 30/10/2024. See attached screenshot from portal..

Regards

Dr Mark Cooksey  
Managing Director and CEO  
ABx Group Limited  
+s22  
s22 @abxgroup.com.au  
[www.abxgroup.com.au](http://www.abxgroup.com.au)

---

**From:** [Mail@business.gov.au](mailto:Mail@business.gov.au) <[Mail@business.gov.au](mailto:Mail@business.gov.au)>

**Sent:** Saturday, April 6, 2024 8:26 AM

**To:** Mark Cooksey <[s22@abxgroup.com.au](mailto:s22@abxgroup.com.au)>

**Subject:** Manufacturing Translation Stream - Recycling and Clean Energy Priority Round 2 report

\*\*\*This email was automatically generated. Please do not reply to it.\*\*\*

## **ALCORE LIMITED**

Your reference no: MTCEII000038

### **Manufacturing Translation Stream - Recycling and Clean Energy Priority Round 2 - Report due reminder**

This is a reminder that your End of project report is due by 30/04/2024. You must complete and submit your report on the [business.gov.au portal](https://business.gov.au/portal). You can enter the required information in stages and submit when it is complete.

We use your report to assess your progress against any agreed project milestones, and to establish that your project is in line with the agreed activities and outcomes.

Your grant agreement details all your reporting obligations, and your grant funding is dependent on receipt of satisfactory reports.

If you anticipate any problem in submitting the report by its due date, or if you have any questions, email us at [mis@industry.gov.au](mailto:mis@industry.gov.au) and a member of the team will be in contact with you.

## **Department of Industry, Science and Resources**

[business.gov.au](https://business.gov.au) 13 28 46 (8am - 8pm local time, Monday to Friday)

*We recognise the First Peoples of this nation and their ongoing connection to culture and country. We acknowledge First Nations Peoples as the Traditional Owners, Custodians and Lore Keepers of the world's oldest living culture and pay respects to their Elders past, present and emerging.*



s22

**From:** Mark Cooksey <@abxgroup.com.au>  
**Sent:** Friday, 4 October 2024 5:04 PM  
**To:** MTS  
**Subject:** RE: MTCEII000038 - ALCORE LIMITED - Variation Request Form to be completed [SEC=OFFICIAL]  
**Attachments:** MTCEII000038 - ALCORE LIMITED - Variation Request Form 2024 v2.docx  
**Categories:** s22

**CAUTION** - This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi s22

Variation request attached. We appreciate the department's flexibility in considering this request.

Regards

Dr Mark Cooksey  
 Managing Director and CEO  
 ABx Group Limited  
 +s22  
 s22 @abxgroup.com.au  
[www.abxgroup.com.au](http://www.abxgroup.com.au)

---

**From:** MTS <MTS@industry.gov.au>  
**Sent:** Wednesday, 2 October 2024 11:27 AM  
**To:** Mark Cooksey <s22 @abxgroup.com.au>  
**Subject:** MTCEII000038 - ALCORE LIMITED - Variation Request Form to be completed [SEC=  
**Importance:** High

OFFICIAL

Hi Mark

As discussed today (2/10/2024), can you please complete the Variation Request form (attached) for consideration.

If you could please return the Variation Request Form by close of business **Friday the 4<sup>th</sup> of October 2024**.

If you have any questions, please contact me.

Thankyou  
 s22

Business Grants Hub & Integrity Division | Internal Programs Branch | Manufacturing Programs  
**Email** [mts@industry.gov.au](mailto:mts@industry.gov.au)

**Acknowledgement of Country**

Our department recognises the First Peoples of this Nation and their ongoing cultural and spiritual connections to the lands, waters, seas, skies, and communities.

We Acknowledge First Nations Peoples as the Traditional Custodians and Lore Keepers of the oldest living culture and pay respects to their Elders past and present. We extend that respect to all First Nations Peoples.

OFFICIAL



**Australian Government**

**Department of Industry,  
Science and Resources**

## Modern Manufacturing Initiative Integration & Translation Streams Grant Agreement Variation Request Form

Project Number:	MTCEII000038
Grantee Name:	ALCORE LIMITED
Project Title:	Alcore Aluminium Smelter Bath Waste Recycling Plant
Project Start Date:	26 August 2022
Project End Date:	31 March 2025

Consider the following in your request:

- We are unlikely to approve a request for a variation if the project end date has passed.
- We cannot approve extensions of time that go beyond the program end date as set out in the grant opportunity guidelines.
- Do not consider your grant agreement as being varied until you receive written advice that we have agreed to your request.

What changes are you requesting?

Select one or more of the following grant agreement details:

s 47G, s 47J

## Overview of variation

Explain why a change to your current agreement is required.

s 47G, s 47J

## Evidence

Provide evidence to support the reasons for your variation request.

s 47G, s 47J

## Details of changes

Provide specific details of the changes.

s 47G, s 47J

Impact on Milestones

Indicate the changes to milestone activities and/or timings and current progress:

Milestone No.	Milestone Title and Description	Completion Date as per Agreement	Proposed Completion Date	Current Percentage Complete
---------------	---------------------------------	----------------------------------	--------------------------	-----------------------------

s 47G, s 47J

003.				%
004.				%
005.				%

Impact on Project Outcomes

What is the impact of the proposed variation on the agreed project outcomes, and will the revised project continue to meet the program merit criteria?

s 47G, s 47J

Future changes

Outline planned measures to complete the project and mitigate further changes or delays:

s 47G, s 47J

s 47G, s 47J

### Impact on the Project if the variation is not approved

Please outline the impact on the project if the above changes are not approved:

s 47G, s 47J

### Attachments

Please discuss if any specific documents are required in support of this variation request (e.g. revised project budget, revised project plan) and list the documents here:

s 47G, s 47J

### Assessing your request

We consider the following when assessing your proposed variation:

- the potential for your project to succeed with or without the variation
- whether the varied project continues to meet the program merit criteria
- the impact on the outcomes of the project
- the impact on grant payments across financial years
- availability of program funds, and
- consistency with the policy objectives set out in the program guidelines.

### Variation request signatory details

I declare that the information contained in this variation request together with any statements provided, is to the best of my knowledge true, accurate and complete in all material particulars. I also understand that the giving of false or misleading information is a serious offence under the Criminal Code.

I acknowledge that if the Department is satisfied that any statement made in a variation request is incorrect, false or misleading, the Department may, at its absolute discretion, take appropriate action. I

note such action may include withdrawing an offer of funding and/or terminating any agreement between the Commonwealth and the Grantee.

Is the person completing this form an employee of the Grantee?

Yes ☒

No ☐

Name	s22
Position	Managing Director
Company Name (or registered business/ trading name)	Alcore Limited
Relationship to Grantee	
ABN	53 626 023 078
Telephone Number	s22
Email Address	s22 @abxgroup.com.au
Signature	s22
Date	4 October 2024

s22

**From:** Mark Cooksey <@abxgroup.com.au>  
**Sent:** Friday, 8 November 2024 12:43 PM  
**To:** MTS  
**Subject:** RE: MTCEII000038 - ALCORE LIMITED - Variation Request Form to be completed [SEC=OFFICIAL]  
**Attachments:** MTCEII000038 - ALCORE LIMITED - Variation Request Form 2024 v3.docx; 241680 - Lease Agreement - 07.11.24.pdf

**CAUTION** - This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi s22

s 47G, s 47J

Regards

Dr Mark Cooksey  
 Managing Director and CEO  
 ABx Group Limited  
 +s22  
 s22 @abxgroup.com.au  
[www.abxgroup.com.au](http://www.abxgroup.com.au)

**From:** MTS <MTS@industry.gov.au>  
**Sent:** Wednesday, 9 October 2024 2:49 PM  
**To:** Mark Cooksey <s22 @abxgroup.com.au>  
**Subject:** RE: MTCEII000038 - ALCORE LIMITED - Variation Request Form to be completed [SEC=OFFICIAL]

OFFICIAL

Hi Mark

Thank you for submitting the Variation Request, please note that the submission does not guarantee an extension to the project end date, a variation assessment process will now be undertaken.

We will keep you informed of the decision as soon as it is known.

Thankyou  
 s22

Business Grants Hub & Integrity Division | Internal Programs Branch | Manufacturing Programs  
**Email** [mts@industry.gov.au](mailto:mts@industry.gov.au)

| [industry.gov.au](http://industry.gov.au) ABN 74 599 608 295



### Acknowledgement of Country

Our department recognises the First Peoples of this Nation and their ongoing cultural and spiritual connections to the lands, waters, seas, skies, and communities.

We Acknowledge First Nations Peoples as the Traditional Custodians and Lore Keepers of the oldest living culture and pay respects to their Elders past and present. We extend that respect to all First Nations Peoples.

OFFICIAL

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**From:** Mark Cooksey <s22 @abxgroup.com.au>  
**Sent:** Friday, October 4, 2024 4:34 PM  
**To:** MTS <MTS@industry.gov.au>  
**Subject:** RE: MTCEII000038 - ALCORE LIMITED - Variation Request Form to be completed [SEC=

OFFICIAL

**CAUTION** - This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

---

Hi s22

Variation request attached. We appreciate the department's flexibility in considering this request.

Regards

Dr Mark Cooksey  
Managing Director and CEO  
ABx Group Limited  
+s22  
s22 @abxgroup.com.au  
[www.abxgroup.com.au](http://www.abxgroup.com.au)

---

**From:** MTS <MTS@industry.gov.au>  
**Sent:** Wednesday, 2 October 2024 11:27 AM  
**To:** Mark Cooksey <s22 @abxgroup.com.au>  
**Subject:** MTCEII000038 - ALCORE LIMITED - Variation Request Form to be completed [SEC=OFFICIAL]  
**Importance:** High

OFFICIAL

Hi Mark

As discussed today (2/10/2024), can you please complete the Variation Request form (attached) for consideration.

If you could please return the Variation Request Form by close of business **Friday the 4<sup>th</sup> of October 2024**.

If you have any questions, please contact me.

Thankyou

s22

Business Grants Hub & Integrity Division | Internal Programs Branch | Manufacturing Programs

Email [mts@industry.gov.au](mailto:mts@industry.gov.au)

| [industry.gov.au](http://industry.gov.au) ABN 74 599 608 295

Supporting economic growth and job creation for all Australians | We are collaborative, innovative, respectful and strive for excellence

### **Acknowledgement of Country**

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**Australian Government**

**Department of Industry,  
Science and Resources**

## Modern Manufacturing Initiative Integration & Translation Streams Grant Agreement Variation Request Form

Project Number:	MTCEII000038
Grantee Name:	ALCORE LIMITED
Project Title:	Alcore Aluminium Smelter Bath Waste Recycling Plant
Project Start Date:	26 August 2022
Project End Date:	31 March 2025

Consider the following in your request:

- We are unlikely to approve a request for a variation if the project end date has passed.
- We cannot approve extensions of time that go beyond the program end date as set out in the grant opportunity guidelines.
- Do not consider your grant agreement as being varied until you receive written advice that we have agreed to your request.

What changes are you requesting?

Select one or more of the following grant agreement details:

s 47G, s 47J

## Overview of variation

Explain why a change to your current agreement is required.

s 47G, s 47J

## Evidence

Provide evidence to support the reasons for your variation request.

s 47G, s 47J

## Details of changes

Provide specific details of the changes.

s 47G, s 47J

## Impact on Milestones

Indicate the changes to milestone activities and/or timings and current progress:

Milestone No.	Milestone Title and Description	Completion Date as per Agreement	Proposed Completion Date	Current Percentage Complete
s 47G, s 47J				
003.				%
004.				%
005.				%

### Impact on Project Outcomes

What is the impact of the proposed variation on the agreed project outcomes, and will the revised project continue to meet the program merit criteria?

s 47G, s 47J

### Future changes

Outline planned measures to complete the project and mitigate further changes or delays:

s 47G, s 47J

s 47G, s 47J

### Impact on the Project if the variation is not approved

Please outline the impact on the project if the above changes are not approved:

s 47G, s 47J

### Attachments

Please discuss if any specific documents are required in support of this variation request (e.g. revised project budget, revised project plan) and list the documents here:

s 47G, s 47J

### Assessing your request

We consider the following when assessing your proposed variation:

- the potential for your project to succeed with or without the variation
- whether the varied project continues to meet the program merit criteria
- the impact on the outcomes of the project
- the impact on grant payments across financial years
- availability of program funds, and

- consistency with the policy objectives set out in the program guidelines.

#### Variation request signatory details

I declare that the information contained in this variation request together with any statements provided, is to the best of my knowledge true, accurate and complete in all material particulars. I also understand that the giving of false or misleading information is a serious offence under the Criminal Code.

I acknowledge that if the Department is satisfied that any statement made in a variation request is incorrect, false or misleading, the Department may, at its absolute discretion, take appropriate action. I note such action may include withdrawing an offer of funding and/or terminating any agreement between the Commonwealth and the Grantee.

Is the person completing this form an employee of the Grantee?

Yes ☒

No ☐

Name	s22
Position	Managing Director
Company Name (or registered business/ trading name)	Alcore Limited
Relationship to Grantee	
ABN	53 626 023 078
Telephone Number	s22
Email Address	s22 @abxgroup.com.au
Signature	s22
Date	8 November 2024



**Australian Government**

GPO Box 2013, CANBERRA ACT 2601

## RECIPIENT CREATED TAX INVOICE

Recipient's ABN: 74 599 608 295  
Suppliers ABN: 53626023078

ALCORE LIMITED  
Level 5  
52 Phillip Street  
Sydney NSW 2000

Invoice No: RC038256  
Date: 22/12/2022  
Creditor ID: C046459  
Project ID: MTCEII000038  
Due Date: 23/12/2022

Attention: Mark Cooksey

Description	GST	Amount
Manufacturing Translation Stream - Recyc s22 -Dr Mark Cooksey s22 @alcore.net.au	\$303,318.60	\$3,336,504.60
Total Amount Due (AUD):		\$3,336,504.60
Includes GST of:		\$303,318.60

C046459  
ALCORE LIMITED

Invoice No: RC038256  
Date: 22/12/2022  
Exclusive GST: \$3,033,186.00  
GST: \$303,318.60  
Amount (\$AUD): \$3,336,504.60





**Australian Government**

GPO Box 2013, CANBERRA ACT 2601

## RECIPIENT CREATED TAX INVOICE

Recipient's ABN: 74 599 608 295  
Suppliers ABN: 53626023078

ALCORE LIMITED  
Level 5  
52 Phillip Street  
Sydney NSW 2000

Invoice No: RC040348  
Date: 21/06/2023  
Creditor ID: C046459  
Project ID: MTCEII000038  
Due Date: 22/06/2023

Attention: Mark Cooksey

Description	GST	Amount
Manufacturing Translation Stream - Recyc s22 -Dr Mark Cooksey s22 @alcore.net.au	\$265,403.90	\$2,919,442.90
Total Amount Due (AUD):		\$2,919,442.90
Includes GST of:		\$265,403.90

C046459  
ALCORE LIMITED

Invoice No: RC040348  
Date: 21/06/2023  
Exclusive GST: \$2,654,039.00  
GST: \$265,403.90  
Amount (\$AUD): \$2,919,442.90

---

**From:** Mark Cooksey <@abxgroup.com.au>  
**Sent:** Wednesday, 11 December 2024 1:20 PM  
**To:** MTS  
**Subject:** RE: MTCEII000038 - ALCORE LIMITED - Progress Report 7 (B Type) - Confirmation of Acceptance [SEC=OFFICIAL]

OFFICIAL

**CAUTION** - This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

---

Hi s22

Thank you. S 47G

I understand that acceptance of the report does not constitute approval of the variation request.

Regards

Dr Mark Cooksey  
Managing Director and CEO  
ABx Group Limited  
+s22  
s22 @abxgroup.com.au  
[www.abxgroup.com.au](http://www.abxgroup.com.au)

---

**From:** MTS  
**Sent:** Wednesday, 11 December 2024 1:41 PM  
**To:** Mark Cooksey  
**Subject:** MTCEII000038 - ALCORE LIMITED - Progress Report 7 (B Type) - Confirmation of Acceptance [SEC=

Hi Mark,

Please be advised that the assessment of Progress Report 7 (B Type) has been completed and accepted in the system.

S 47G

Please be aware that the acceptance of this report by DISR does not constitute approval of the variation request.

Kind regards,

s22

## Grants Officer

### Department of Industry, Science and Resources

Business Grants Hub & Integrity Division | Internal Programs Branch

Wurundjeri Country, Level 3, 215 Spring Street, Melbourne VIC 3000

GPO Box 2013 Canberra ACT 2601 Australia

Email **s22** [@industry.gov.au](mailto:s22@industry.gov.au) || Phone **s22**

[industry.gov.au](http://industry.gov.au) ABN 74 599 608 295

Our purpose is to help the government build a better future for all Australians through enabling a productive, resilient and sustainable economy, enriched by science and technology.

We are collaborative, innovative, respectful and we strive for excellence.

#### **Acknowledgement of Country**

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OFFICIAL