

COMMUNITY INVESTMENT AGREEMENT



XX May 2023

Julie Burton
Chief Executive Officer
Shire of Boddington
39 Bannister Road
BODDINGTON WA 6390

Dear Julie

Acknowledgement and acceptance of our Community Investment Shire of Boddington Strategic Plan Activation

I am pleased to confirm that the South32 entity named below (“**South32**”) will provide a community investment (i.e. donation, in-kind (non-monetary) contribution and/or other community investment project support) (“**Community Investment**”) to your organisation as named below (“**Recipient**”) subject to agreement to the Community Investment Specifics set out below and the Terms set out in **Appendix 1** of this Community Investment Agreement (“**Agreement**”).

Kindly return this completed Agreement duly signed (as evidence of acceptance of it) at the earliest opportunity to our South32 Representative, as we cannot provide our Community Investment until this is done.

South32 entity details:	South32 Worsley Alumina Pty Ltd (ABN 58 008 905 155) as agent for the Worsley Joint Venture PO Box 50, BODDINGTON WA 6390
South32 Representative details: (your direct South32 contact)	Name: Monica Treasure Role: Specialist Community Telephone: 9734 9636 Email: monica.treasure@south32.net
Recipient details:	
Full legal name:	Shire of Boddington
Registration number (e.g. ABN):	22 502 664 685
Address:	39 Bannister Road BODDINGTON WA 6390
Recipient Representative Details:	Name: Julie Burton Role: Chief Executive Officer Telephone: 9883 4999 Email: ceo@boddington.wa.gov.au

COMMUNITY INVESTMENT SPECIFICS

Community Investment type:	Monetary
Community Investment amount / value:	\$2,000,000.00 plus GST

Community Investment payment schedule / basis (if applicable):	<p>A total payment of \$2,000,000 (plus GST) for the term to be paid in accordance with the following schedule, with the submission of a valid invoice and completion of reporting requirements:</p> <ul style="list-style-type: none"> (a) June 2023 - \$500,000 <ul style="list-style-type: none"> i. Note: no reporting requirements tied to the initial payment (b) December 2023 - \$750,000 (c) December 2024 - \$750,000
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Community Investment purpose (“Purpose”):
<p>The community investment funding will enable the vision of the Shire of Boddington and community to deliver on one or more identified community benefit initiatives outlined in the <i>Shire of Boddington Council Plan</i>. The strategic plan is updated biannually and is informed by broad community consultation to identify the priority community initiatives residents in the Shire would like to see delivered.</p> <p>As a long-term partner of the Shire of Boddington and Boddington community, South32 is seeking to partner with the Shire on the activation and delivery of the initiatives outlined in the plan. It is acknowledged that the execution of the project may extend beyond the conclusion of the partnership term.</p> <p><u>Background</u></p> <p>To understand the needs and priorities of the Boddington and surrounding communities, in 2022 the Shire of Boddington commissioned independent market research to identify the priority services and facilities required by the community. The outcome was the Shire of Boddington Strategic Council Plan (2022-2032) which identified 50 initiatives or projects of high value to the community.</p> <p>These priorities were further refined into five core performance areas – people, planet, place, prosperity, and performance.</p> <p>In partnering with the Shire of Boddington on the delivery of the strategic plan, South32 has an opportunity to actively contribute to one or more legacy projects as defined by the Boddington community.</p> <p><u>Funding deliverables</u></p> <p>Funding deliverables over the three years will focus on the below streams:</p> <ul style="list-style-type: none"> • Identifying one or more projects contained within the Strategic Plan to be supported through this partnership • Document and record baseline and annual data for community satisfaction of delivery of the plan • The development of a project delivery plan to execute the funding in-line with the intent of this agreement. <p>South32’s community investment purpose is to confirm our commitment to the community of Boddington, promote awareness of the longevity of our operation in the region and provide flagship funding to support Boddington as a vibrant and connected community.</p> <p>South32 recognises that community priorities are dynamic and may change in future iterations of the Shire of Boddington Strategic Plan – the intent of this investment is to support the Shire of Boddington to deliver one or more projects identified by community in the current or future plans.</p>
Recipient Reporting Obligations to South32 (“Reporting Obligations”):
<p>The Recipient is required to prepare and submit the following reports to the South32 Representative relevant to this Community Investment:</p>

- Strategic Social Investment Impact Report in the form set out in **Appendix 3** to this Agreement: -
 - June & December 2023 – Interim Impact Measurement Report
 - June & December 2024 – Interim Impact Measurement Report
 - June & December 2025 – Interim Impact Measurement Report
 - June & December 2026 – Interim Impact Measurement Report
 - June 2027 – Final Project Report and Acquittal
 - Both parties have identified the selected project/s may not be completed by June 2027 and as mutually agree the final project report and acquittal may be required to be extended.

- This should include a financial statement of expenditure as part of the Reporting Template.

South32 Recognition Rights:

The Recipient will provide the following non-exclusive rights in recognition of South32’s Community Investment as listed below and in Appendix 3 and Appendix 4 of this document.

- On identification of the priority project/s, the Shire of Boddington and South32 will agree appropriate acknowledgement of South32’s support and involvement in the community investment, including co-branding opportunities, logo on web page and all marketing material for the project/s.
- South32’s community investment will be recognised as a Community partner for the identified project/s.
- Involvement of volunteers from South32 in any events supportive of the Community Investment
- Others as mutually agreed.

Governing law:

This Agreement and any disputes arising out of or in connection with it is governed by the law of the jurisdiction in the Australian State or Territory with closest connection to the location of the parties.

The Agreement may also be executed in counterparts but will not take effect until it has been executed by both parties.

EXECUTED BY THE PARTIES AS A DEED

Executed as a deed by)
South32 Worsley Alumina Pty Ltd)
(ABN 58 008 905 155) as agent for the)
Worsley Joint Venture in accordance with)
s 127 of the *Corporations Act 2001* (Cth))

Director

Director / Company Secretary

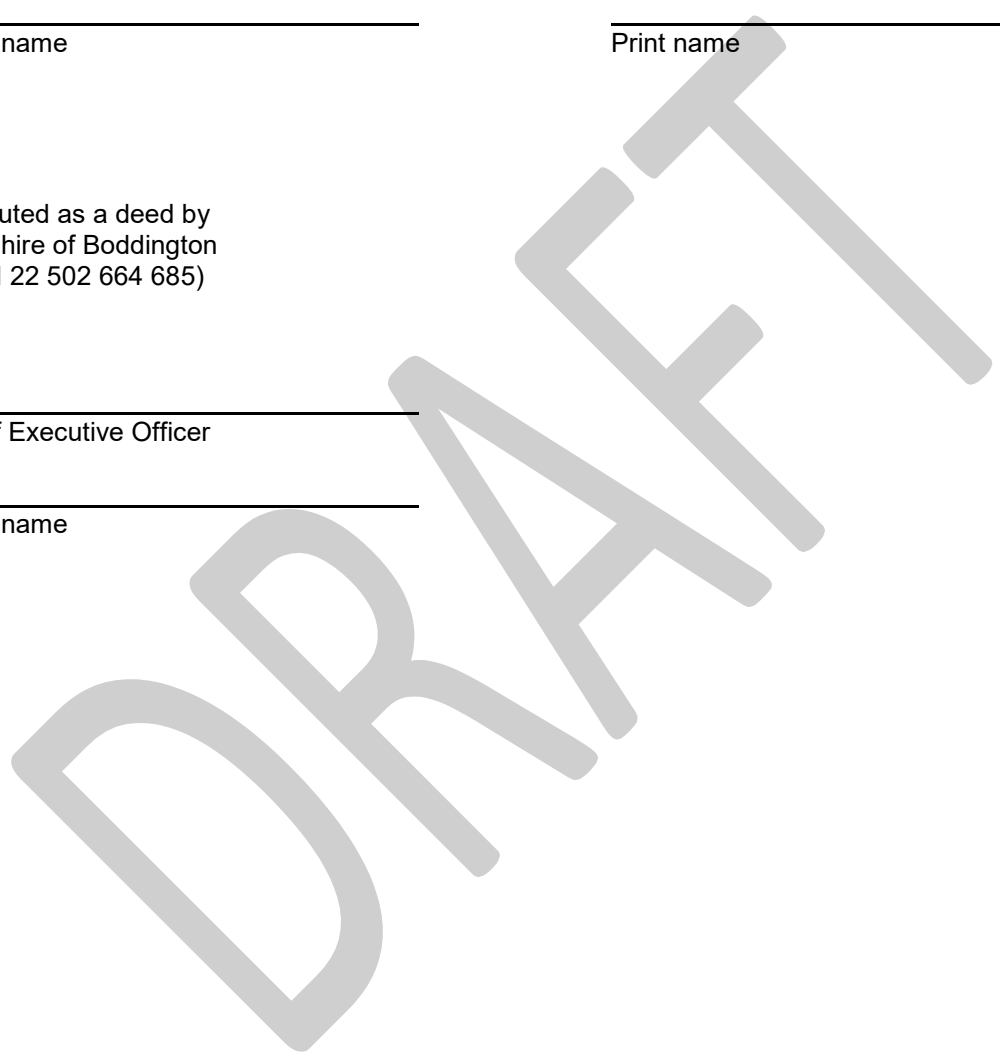
Print name

Print name

Executed as a deed by
the Shire of Boddington
(ABN 22 502 664 685)

Chief Executive Officer

Print name



APPENDIX 1 – COMMUNITY INVESTMENT TERMS

Capitalised terms set out in these Community Investment Terms have the meaning in the Community Investment Specifics above unless specified otherwise.

1. The Recipient represents, warrants and agrees to the following terms in relation to the use of the Community Investment (“**Agreement**”):
 - (a) to only use the Community Investment for and to deliver on the Purpose;
 - (b) to meet the Recipient’s Reporting Obligations and to provide the South32 Recognition Rights, as outlined in the Community Investment Specifics above;
 - (c) to comply with all applicable laws;
 - (d) to meet all reasonable requests of South32 in relation to the performance of its obligations under this Agreement;
 - (e) that it is responsible for all taxes imposed on it in connection with the receipt and use of the Community Investment, with South32 having no liability with respect to any such taxes;
 - (f) to indemnify South32 and South32 related entities and their respective directors, officers, employees and agents against all claims, losses, costs, fines, damages or liabilities of any kind that arise in connection with the Community Investment and/or any breach of the Community Investment Specifics or Terms of this Agreement, except to the extent of a liability caused by a wilful or grossly negligent act or omission of South32;
 - (g) to effect and maintain its own necessary insurances (as applicable) for the duration of the Purpose (for example, workers compensation insurance, motor vehicle insurance, public liability insurance);
 - (h) to provide South32 with a valid invoice which includes the following details: (i) a reference to this Agreement; (ii) the South32 Representative; (iii) a description of the Community Investment Purpose; (iv) an individual reference number for South32 to quote with remittance of payment; and (v) if applicable, the Community Investment broken down to reflect any components in this Agreement, including the amount of any applicable taxes as required under law. The Recipient will provide a receipt to South32 on receiving any monetary funding support;
 - (i) that it will be fully responsible for any sub-contractors it engages to assist it to deliver on the Purpose, including but not limited to the appointment of and payment of such sub-contractors, ensuring their capability to perform needed services and to ensure they comply with the terms of this Agreement, in particular clauses 1(k), 1(l) and 1(m);
 - (j) that it (including its employees, officers and directors) will comply with any anti-corruption law that applies to either South32, the Recipient, or to this Agreement;
 - (k) that it (including its employees, officers and directors) will not offer, promise or give any portion of the Community Investment to any person with the intention to influence that person to act improperly. A “**person**” in the foregoing includes a government official, which is defined as:
 - (i) any officer, employee or agent of a government or public international organisation or any agency or department thereof or any government-owned or controlled entity (including state owned enterprises);
 - (ii) any political party or party official, or political office candidate;
 - (iii) any individual who holds or performs the duties of an appointment, office or position created by custom or convention, including, potentially, some tribal leaders and senior members of royal families;
 - (iv) any person who holds themselves out to be the authorised intermediary of any person specified in 1(l)(i), (ii) or (iii) above;
 - (v) any close relative of the above.
 - (l) that no director, officer, trustee or ultimate individual owner of the Recipient (as applicable) is a government official (as defined above) unless disclosed in writing to South32 as part of South32’s Community Investment application process;
 - (m) to keep and maintain accurate and reasonably detailed books and financial records of expenses and official receipts (for not less than 5 years from the date of receipt of the Community Investment) in relation to its receipt and use of the Community Investment;
 - (n) that upon request, as soon as reasonably practicable but no later than 7 business days, provide any information and reasonable assistance to South32 to audit any books and financial records/statements to verify compliance with the Recipient’s representations, warranties and undertakings pursuant to this Agreement, and otherwise to reasonably cooperate with South32 in the investigation of any related matters. This reasonable assistance includes providing South32 with documents requested in original form as well as English translations (if applicable) and access to relevant Recipient personnel;
 - (o) to notify South32 as soon as reasonably practicable:
 - (i) if the Purpose is completed and the Community Investment (i.e. monetary funding) has not been fully used;
 - (ii) if the Recipient is unable to use the Community Investment for the Purpose or of any need to deviate from the Purpose; or
 - (iii) if this Agreement is terminated in accordance with clause 4 below, and any surplus will, at the discretion of South32, be returned to South32 or applied to such other purpose as South32 may in its absolute discretion approve in writing.

2. In the event South32 reasonably suspects that the Recipient is in breach of clause 1(k), 1(l), 1(m) or 1(n) referred to above, or South32 knows or reasonably suspects that such a breach is imminent, then:

- (a) South32 may withhold any payments associated with the Community Investment not yet made upon providing written notice to the Recipient as soon as reasonably practicable after the making of the decision to withhold payment; and
- (b) upon receiving written confirmation from the Recipient (supported by written evidence) that no breach has occurred or is likely to occur to South32's satisfaction (acting reasonably), any payments withheld by South32 under clause 2(a) must be released and paid to the Recipient forthwith and in any event within 10 business days of the payment becoming due under the agreement.

3. South32 and the Recipient agree to seek:

- (a) each other's prior written approval of any reference (written or otherwise) to the Community Investment (including in media releases, publications or other announcements) or any matter relating to this Agreement including the Community Investment Specifics and the Terms (such approval not to be unreasonably withheld, and provided promptly and in any event within 3 business days); and
- (b) approval before reproducing the other party's logo/brand in connection with the Community Investment. Any use of the other party's logo/brand must satisfy any reasonable guidelines for logo/brand use notified by the approving party to the other party who is to use the logo from time to time.

4. If at any time South32 anticipates there will be a change to the Community Investment amount or the Community Investment payment schedule agreed under this agreement, South32 must as soon as reasonably practicable provide written notice to the Recipient advising of the anticipated change and engage in good faith negotiations with the Recipient (for a period of not less than 30 days) with a view of reaching agreement to an amended Community Investment amount or payment schedule.

5. If, following the good faith negotiations provided in clause 4, the parties conclude that the Community Investment is unable to continue, then South32 may terminate this agreement in writing. On termination:

- (a) South32 will have no further liability for any funding or other form of contribution under this Agreement; and
- (b) the Recipient must not (without South32's written consent) publish any material which makes reference to the Community Investment or South32's involvement in the Community Investment or the termination of this Agreement.

6. The parties agree that, to the extent applicable, the Recipient:

- (a) will own all intellectual property rights developed in the course of the Community Investment Purpose (including, for clarity, materials developed by the Recipient); and
- (b) grants South32 a non-exclusive, perpetual, royalty-free, irrevocable, transferable licence (with the right to assign and sub-licence) to use the Recipient's intellectual property rights in the Purpose, provided that South32

provides written notice to the Recipient setting out details of the proposed use of intellectual property referred to in this clause, including details of any proposed assignment and sub-licence to a third party.

IN-KIND COMMUNITY INVESTMENT

7. If any in-kind Community Investment (defined as any non-monetary contribution of tangible property) is provided by South32 in the form of (as applicable) new and/or used / obsolete / not required goods or equipment ("**In-Kind Goods**"), the Recipient confirms that:

- (a) title and risk in the In-Kind Goods will pass to the Recipient at the time and at the location the In-Kind Goods are physically handed over by South32 to the Recipient;
- (b) it has inspected the In-Kind Goods (in particular if they are not new) and made its own enquiries as to the condition, state of repair, suitability for use, fitness for purpose, operability and/or safety of the In-Kind Goods for any given use;
- (c) the In-Kind Goods are accepted by the Recipient at its own risk, in an "as is, where is" condition, and on the basis of South32 giving no representation or warranty as to its condition, suitability for use, fitness for use, operability and/or safety of the In-Kind Goods for any given use; and
- (d) in addition to the Recipient's obligations set out in clause 1(h), the Recipient agrees that on receipt of the In-Kind Goods, it will:
 - (i) indemnify South32 and South32's related entities and their respective directors, officers, employees and agents in respect of all claims and liability arising directly or indirectly in connection with the In-Kind Goods; and
 - (ii) release and discharge South32 and South32's related entities and their respective directors, officers, employees and agents from all claims and liabilities arising directly or indirectly from the Recipient's use of the In-Kind Goods or the use of the In-Kind Goods by any other party who may have received the goods from or through the Recipient.

ENTIRE AGREEMENT, AMENDMENTS AND WAIVERS

8. This Agreement:

- (a) constitutes the whole agreement between the Recipient and South32; and
- (b) supersedes all prior verbal or written agreements or undertakings or representations by or between the Recipient and South32 regarding the subject matter of this Agreement.

9. This Agreement may only be amended, or its provisions waived, in writing by the parties.

AUTHORITY

10. Each person signing this Agreement for and on behalf of a party warrants in their personal capacity that they are duly authorised by such party to do so.

GOVERNING LAW AND COUNTERPARTS

COMMUNITY INVESTMENT AGREEMENT



11. This Agreement is legally binding. Any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes) will be governed by, construed and take effect in accordance with the Governing Law. The Agreement may also be executed in counterparts but will not take effect until it has been executed by both parties.

For the purposes of this Agreement, a reference to South32's "related entities" means South32 Limited and any body corporate controlled by South32 Limited. 'Control' here has the meaning given to it in the Australian Corporations Act 2001 (Cth).

APPENDIX 2: – COMMUNITY INVESTMENT PROJECT DOCUMENTS

Attached as separate files:

DRAFT

APPENDIX 3: – STRATEGIC SOCIAL INVESTMENT IMPACT REPORT TEMPLATE

Please complete the Strategic Social Investment1 Impact Report Template attached further to the requirements outlined in the Community Investment Specifics.

To be completed by CP and S32 upon signing of agreement

DRAFT

STRATEGIC SOCIAL INVESTMENT¹ IMPACT REPORT

INTRODUCTION

We create value in the communities where we operate and make a positive contribution by providing jobs, developing local suppliers and investing in community programs.

IMPACT MEASUREMENT

Traditionally organisations have measured the things that are easily countable or 'outputs' e.g, number of clients who attend or participated in the program, how many employees, how many hours were delivered, or number of families assisted etc.

'Outcomes' are the things that change for people because of the activity or action (outputs). When we measure outcomes as well as outputs, we are able to see the real and tangible difference that we are making to people's lives. This template will help you focus on outcomes so that you can tell the story of the difference your activities are making to the lives of the people you work with, and what the lasting impact will be.

Having clarity around the outcomes you are trying to achieve, and then measuring whether or not you are achieving those outcomes, will help you prove that what you are doing works, and help you test, learn and iterate to continually improve project implementation.

FUNDING INTENT

Establishing a clear project intent enables the identification of appropriate outcome indicators, which in turn assists in the monitoring and evaluation of the success of a program.

The intent is the desired change that the project is seeking. The intent should:

- Describe the context so we can see how the program will help to address the issue. Consider your vision in the long term as this helps identify your medium- and longer-term outcomes that will contribute to this vision.
- Describe the baseline conditions so that the change being proposed through the project can be measured and monitored. If support is needed to identify or measure the baseline, please outline below including any assistance you may need.
- Articulate the desired change.
- Reflect the South32 focus area.

¹ Strategic partnerships aim to create long-term, meaningful change. They are typically multi-year in nature, receive larger levels of funding and are addressing complex issues aligned to our communities needs both current and emerging.

PROJECT OVERVIEW

Please complete the following table. This information will assist with setting measurement indicators and measuring change over the term of the funding partnership.

Overview	
South32 Operation	
Project name	
Partner name	
Timeline of project	
Community of focus	
Context	<p>Why is this program a priority? (This assists us in aligning your investment to our focus areas and the needs of our communities)</p> <p><i>Eg Research has highlighted that a key reason for the low numbers of graduating high school students graduating in our catchment, is the lack of the pre-requisite literacy and numeracy skills.</i></p>
Vision	<p>What is your aspiration /goal you are working towards? This will help to develop measures for your program and understand the impact.</p> <p><i>Eg Our vision is that all students should be provided with an equal opportunity to thrive in an educational setting. We believe that only by working with the teachers, parents and students we can build the necessary support, skills and confidence to give students an optimal learning outcome.</i></p>

<p>Baseline conditions</p> <p>Note: minimum baseline data:</p> <p>Gender, Indigenous and non-Indigenous status (Australia), Ethnicity (Americas)</p> <p>Local community (Africa)</p>	<p>To understand the impact of your program, you should obtain a baseline (quantitative and quantifiable) at the start of the program and measure the change.</p> <p><i>Eg We know there is 60% attendance rate for males and females in the school catchment area, well below the regional rate of 86%. 40% of the children are from low socio-economic families with parents of these students telling us they need both financial and academic support to assist their children's education.</i></p>
<p>Intent</p>	<p>Describe the aims and objectives of the program (ie provide a summary of the activities or actions you will be taking to deliver on your vision)</p> <p><i>Eg Our Program will work with teachers and parents to provide individually tailored tuition programs to ensure children are given the support they need to be able learn. Our activities will include social skills, reading and writing and numeracy activities.</i></p>
<p>South32 global focus areas</p> <p>(refer to Table 1)</p>	
<p>South32 headline indicator</p> <p>(refer to Table 2)</p>	

Project Title:		Start Date	Completion date	Approved amount \$		FYTD Spent
Outcome Indicator	Baseline	Outputs <i>Noting minimum requirements²</i>	Target ³	FY2x 6 month update	FY2x 12- month full year	Source
Proportion of primary school students moving on to secondary school opportunities	75%	# students participating the program				

² Please collect the following data: number of male and female beneficiaries, Indigenous (Australia), black and local community (South Africa), ethnicity (Americas)

³ Identify the qualitative and quantitative change your program will aim to achieve.

REVIEW

Please provide additional commentary on the performance of the project over the past reporting period.

REPORTING

Challenges	Response
[List]	[Describe any support or material changes you need to discuss with South32]
Successes	Case Studies
[List]	[Provide case studies, or feedback from participants]
Opportunities for improvement	Response
[List ideas for improvement]	[Describe how South32 can support this opportunity]

SUSTAINABILITY

How have you attempted to develop alternative sources of funding?	
How have you improved the capacity and capability of your project / people?	

PROJECT MANAGEMENT

Project milestones	Due date	Status

Communication milestones	Due date	Status

DECLARATION

Do you confirm the receipt of funding: YES / NO

Please provide an overview of spend against the budget as an attachment

Table 1 South32 global focus areas and headline indicators

FOCUS AREA	WHY	HOW	OUTCOME INDICATORS
EDUCATION AND LEADERSHIP	Quality education is the foundation of economic and social prosperity and supports the development of emerging and future community leaders.	We contribute to projects that support lifelong learning and development, are inclusive, nurture future leaders and promote equal access to educational opportunities.	<ul style="list-style-type: none"> • Proportion of primary school students moving on to secondary school opportunities • Proportion secondary education enrolment, retention and pass rates • Proportion acceptance and completion of post-secondary education or employment • Participation of young people in leadership programs (including cultural programs).
ECONOMIC PARTICIPATION	Economic opportunity and participation ensure that local and regional economies are resilient now and sustainable into the future.	We contribute to projects that support local employment, sustainable livelihoods and diversified local economies.	<ul style="list-style-type: none"> • Capacity and capability of SMEs to maximise procurement value • Sustained employment rates • Household income rates • Proportion of business activity outside of mining and processing
GOOD HEALTH AND SOCIAL WELLBEING	Health and social wellbeing are integral to sustainable development and contribute to vibrant communities.	We contribute to projects that support community health and social wellbeing and promote inclusion.	<ul style="list-style-type: none"> • Health indicators (e.g. HIV, MJD, mental health) • Reported levels of physical, social, mental, emotional, cultural wellbeing • Level of real and perceived levels of personal and community-safety • Quality of health and wellbeing services in the community
NATURAL RESOURCE RESILIENCE	Communities that live in balance with their natural environments are resilient and sustainable.	We contribute to projects that support communities to thrive within their environments and use natural resources in responsible and sustainable ways.	<ul style="list-style-type: none"> • Water: access and use of safe and affordable water and sanitation services • Land use: agricultural yields and land management • Level of biodiversity and conservation management practices • Level of community understanding of environment values

Table 2 South32 project measurement framework

The below diagram outlines the project measurement framework at a high-level including guidance on each aspect.

