

PROJECT AGREEMENT FOR MANAGING ESTABLISHED PEST ANIMALS AND WEEDS

An agreement between:

- n the Commonwealth of Australia; and
- n the States and Territories of
 - t New South Wales,
 - t Victoria,
 - t Queensland,
 - t Western Australia,
 - t South Australia,
 - t Tasmania,
 - t the Australian Capital Territory, and
 - t the Northern Territory.

The output of this agreement will be delivery of projects to build the skills and capacity of landholders, the community and industry in managing common established pest animals and weeds.

Project Agreement for managing established pest animals and weeds

OVERVIEW

1. This Project Agreement (the Agreement) is created subject to the provisions of the Intergovernmental Agreement on Federal Financial Relations (IGA FFR) and should be read in conjunction with that Agreement and its Schedules, which provide information in relation to performance reporting and payment arrangements under the IGA FFR.

Purpose

2. This Agreement will support the delivery of projects to build the skills and capacity of landholders, the community and industry in managing common established pest (including feral) animals (such as wild dogs and foxes) and weeds (such as serrated tussock, mimosa and parkinsonia) to reduce their incidence, distribution and impact on agricultural competitiveness and subsequently improve Australia's environment and natural resource base (land, water and vegetation). This initiative is part of the Australian Government's Agricultural Competitiveness White Paper.

Reporting Arrangements

3. The States will report annually against the agreed milestones during the operation of this Agreement, as set out in the schedules to this Agreement.

Financial Arrangements

4. The Commonwealth will provide an estimated total financial contribution to the States of \$22.5 million, exclusive of GST in respect of this Agreement, as set out in Part 5 – Financial Arrangements. Funding for individual States will be outlined in Schedules to this Agreement.

PART 1 – FORMALITIES

5. This Agreement and its Schedules constitute the entire agreement for this project.

Parties to this Agreement

6. This Agreement is between the Commonwealth of Australia (the Commonwealth) and the States and Territories (the States).

Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and one other Party sign it and will expire on 30 June 2019 or on completion of the project, including final performance reporting and processing of final payments against milestones, unless terminated earlier or extended as agreed in writing by the Parties.

PART 2 – PROJECT OUTPUTS

Output

8. The output of this Agreement will be the delivery of projects to build the skills and capacity of landholders, the community and industry in managing established pest (including feral) animals and weeds, including projects that:
 - (a) train landholders in best practice methods;
 - (b) trial practices that are new to a region; and/or
 - (c) assist communities to coordinate activities.
9. Projects will focus on improving the management of established pest (including feral) animal and weed species of national significance that have a detrimental effect on Australia's agricultural competitiveness and are in the national interest to manage. While agricultural competitiveness is the primary consideration it is recognised that projects will also improve the status of the environment and natural resource base.
10. Activities that can be funded within Projects include but are not limited to: provision and dissemination of information (such as pamphlets); developing and distributing practical field based information (such as demonstration sites, trial sites); training; developing regional plans; and promoting a shared responsibility to pest animal and weed management.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

Role of the Commonwealth

11. The Commonwealth will be responsible for:
 - (a) agreeing the projects to be delivered by each State;
 - (b) monitoring and assessing achievement against milestones in the delivery of the projects under this Agreement to ensure that outputs are delivered within the agreed timeframe; and
 - (c) providing a consequent financial contribution to the States to support the implementation of this Agreement.

Role of the States and Territories

12. The States will be responsible for:
 - (a) providing project proposals—including, consultation undertaken, activities to be delivered, timeframes, estimated cost, delivery organisations, and the pest animal(s) and/or weed(s) to be better managed—for consideration by the Commonwealth;
 - (b) providing an in-kind contribution to support the implementation of this Agreement;
 - (c) all aspects of delivering on the project outputs set out in this Agreement and its Schedules;
 - (d) reporting on the delivery of outputs as set out in this Agreement and its bilateral Schedules; and

- (e) evaluating the effectiveness of projects, consistent with the framework developed by the Invasive Plants and Animals Committee.

Shared roles

- 13. The Commonwealth and the States will be jointly responsible for agreeing bilateral schedules to this Agreement.
- 14. The Parties will meet the requirements of Schedule E, Clause 26 of the IGA FFR, by ensuring that prior agreement is reached on the nature and content of any events, announcements, promotional material or publicity relating to activities under this Agreement, and that the roles of both Parties will be acknowledged and recognised appropriately.

PART 4 – PROJECT MILESTONES, REPORTING AND PAYMENTS

- 15. Projects, milestones for the projects, their relationship to the outputs, expected completion dates, relevant reporting dates and expected payments will be outlined in bilateral Schedules to this agreement. The Commonwealth will make payments for each project subject to the annual performance report demonstrating the relevant milestone has been met.
- 16. If a milestone is met in advance of the due date, where the relevant performance report demonstrates that the milestone has been met, the Commonwealth may make the associated payment earlier than scheduled provided it falls within the same financial year as the original milestone date.

Reporting arrangements

- 17. The States will provide performance reports in accordance with bilateral schedules during the operation of the Agreement. Each performance report is to contain a description of actual performance in the period to date against the milestones for each project.

PART 5 – FINANCIAL ARRANGEMENTS

- 18. The Commonwealth will provide an estimated total financial contribution to the States of \$22.5 million in respect of this Agreement. All payments are GST exclusive.
- 19. The Commonwealth's funding contribution will not be reduced where the States secure funding from other activity partners.
- 20. The Commonwealth and the States' estimated financial contributions to the operation of this Agreement, including through National Partnership payments to the States paid in accordance with *Schedule D – Payment Arrangements* of the IGA FFR, are shown in Table 1.

Table 1: Estimated financial contributions

(\$ million)	2015-16	2016-17	2017-18	2018-19	Total
Estimated total budget	7.5	5.0	5.0	5.0	22.5
Less estimated National Partnership Payments ^(a)					
New South Wales	1.63	1.09	1.09	1.09	4.88
Victoria	1.46	0.97	0.97	0.97	4.37
Queensland	1.56	1.04	1.04	1.04	4.70
Western Australia	1.46	0.97	0.97	0.97	4.38
South Australia	0.81	0.54	0.54	0.54	2.44
Tasmania	0.16	0.11	0.11	0.11	0.47
Australian Capital Territory	0.03	0.02	0.02	0.02	0.10
Northern Territory	0.39	0.26	0.26	0.26	1.17
Total estimated National Partnership Payments	7.5	5.0	5.0	5.0	22.5
Balance of non-Commonwealth contributions	0.0	0.0	0.0	0.0	0.0

(a) State allocations shown in Table 1 are based on a combination of value of agricultural production, land area and population. Figures have been rounded to two decimal places.

21. Having regard to the agreed estimated costs of projects specified in this Agreement, a State or Territory will not be required to pay a refund to the Commonwealth if the actual cost of the project is less than the agreed estimated cost of the project. Similarly, the States bear all risk should the costs of a project exceed the agreed estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for the States to deliver projects cost effectively and efficiently.

PART 6 – GOVERNANCE ARRANGEMENTS

Enforceability of the Agreement

22. The Parties do not intend any of the provisions of this Agreement to be legally enforceable. However, that does not lessen the Parties' commitment to this Agreement.

Variation of the Agreement

23. The Agreement may be amended at any time by agreement in writing by all the Parties.
24. Bilateral schedules to this Agreement that have no impact on other Parties may be amended at any time by agreement in writing by the relevant Commonwealth and State portfolio ministers.
25. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all Parties in writing.

Delegations

26. The Commonwealth Minister may delegate the assessment of performance against milestones and the authorisation of related project payments to senior Commonwealth officials, having regard to the financial and policy risks associated with those payments.

Dispute resolution

27. Any Party may give notice to other Parties of a dispute under this Agreement.
28. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
29. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.

Interpretation

30. For the purposes of this Agreement:
 - (a) The **Projects** described in clause 8 are to:
 - i. be developed in consultation with communities, producers and landholders,
 - ii. target the most cost-effective and efficient control practices to maximise benefits to the widest possible area, in terms of farm enterprises and the community,
 - iii. encourage the management of pest animals and weeds at a landscape level, using a cross-tenure approach (common action to deal with a common threat),
 - iv. target multiple species where possible,
 - v. have a long-term focus where appropriate (for example preventing re-incursions, encouraging preparedness activities where linked species exist),
 - vi. be additional to, or add value to, existing activities,
 - vii. not fund the ordinary operating expenses of farm businesses, or activities that are the core responsibility or business of state/territory/local governments,
 - viii. be consistent with the principles of existing science-based pest animal and weed management programs, for example the National Wild Dog Action Plan, and
 - ix. adhere to existing animal welfare legislation and voluntary or mandatory Codes of Practice and Standard Operating Procedures for the management of these pest animals and weeds, as well as any federal and state/territory legislation and regulations.
 - (b) **Agricultural competitiveness** is the productivity and profitability of the agriculture sector and does not include the fisheries, aquaculture or forestry sectors.
 - (c) An **established** pest animal or weed has self-sustaining populations in Australia and is not considered eradicable. It may be distributed widely across Australia or only regionally. A regionally distributed established pest animal or weed may be the subject of containment measures to mitigate further spread.
 - (d) An **established pest animal or weed of national significance** is an established pest animal or weed that has a significant impact nationally on:

- i. international market access and/or trade
 - ii. economic health of the nation
 - iii. human health
 - iv. natural environment and ecosystems
 - v. infrastructure used by a significant proportion of people over an extensive area
 - vi. amenity of resources, such as public lands, and has the potential to affect more than one state/territory, or
 - vii. Australian culture, cultural assets, practice or custom, or national image.
- (e) Management activities for a nationally significant established pest animal or weed would be in the **national interest** if:
- i. the proposed management approach is technically feasible and practical, and
 - ii. there is a net economic, social or environmental benefit in taking action.

The Parties have confirmed their commitment to this agreement as follows:

Signed for and on behalf of the Commonwealth
of Australia by



The Honourable Barnaby Joyce MP
Minister for Agriculture and Water Resources

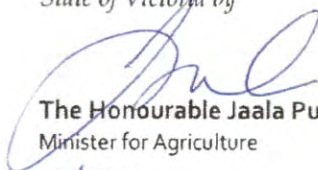
5/5 2016

Signed for and on behalf of the
State of New South Wales by

The Honourable Niall Blair MP
Minister for Primary Industries

2016

Signed for and on behalf of the
State of Victoria by



The Honourable Jaala Pulford MLC
Minister for Agriculture

4/5 2016

Signed for and on behalf of the
State of Queensland by

The Honourable Leanne Donaldson MP
Minister for Agriculture and Fisheries

2016

Signed for and on behalf of the
State of Western Australia by

The Honourable Ken Baston MLC
Minister for Agriculture and Food

2016

Signed for and on behalf of the
State of South Australia by

The Honourable Leon Bignell MP
Minister for Agriculture, Food and Fisheries

2016

Signed for and on behalf of the
State of Tasmania by

The Honourable Jeremy Rockliff MP
Minister for Primary Industries and Water

2016

Signed for and on behalf of the Australian
Capital Territory by

Simon Corbell MLA
Minister for the Environment and Climate Change

2016

Signed for and on behalf of the Northern
Territory by

The Honourable Gary Higgins MLA
Minister for Primary Industry and Fisheries

2016

The Parties have confirmed their commitment to this agreement as follows:

Signed for and on behalf of the Commonwealth of Australia by

The Honourable Barnaby Joyce MP
Minister for Agriculture and Water Resources
[Day] [Month] 2015

Signed for and on behalf of the State of New South Wales by

The Honourable Niall Blair MP
Minister for Primary Industries
[Day] [Month] [Year]

Signed for and on behalf of the State of Queensland by



The Honourable Leanne Donaldson MP
Minister for Agriculture and Fisheries
05/05/2016

Signed for and on behalf of the State of South Australia by

The Honourable Leon Bignell MP
Minister for Agriculture, Food and Fisheries
[Day] [Month] [Year]

Signed for and on behalf of the Australian Capital Territory by

The Honourable Simon Corbell MLA
Minister for the Environment
[Day] [Month] [Year]

Signed for and on behalf of the State of Victoria by

The Honourable Jaala Pulford MLC
Minister for Agriculture
[Day] [Month] [Year]

Signed for and on behalf of the State of Western Australia by

The Honourable Ken Baston MLC
Minister for Agriculture, Food and Fisheries
[Day] [Month] [Year]

Signed for and on behalf of the State of Tasmania by

The Honourable Jeremy Rockliff MP
Minister for Primary Industries and Water
[Day] [Month] [Year]

Signed for and on behalf of the Northern Territory by

The Honourable Willem Westra van Holthe MLA
Minister for Primary Industries and Fisheries
[Day] [Month] [Year]

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Signed for and on behalf of the Commonwealth of Australia by

The Honourable Barnaby Joyce MP
Minister for Agriculture and Water Resources
2016

Signed for and on behalf of the State of New South Wales by

The Honourable Niall Blair MP
Minister for Primary Industries
2016

Signed for and on behalf of the State of Victoria by

The Honourable Jaala Pulford MLC
Minister for Agriculture
2016

Signed for and on behalf of the State of Queensland by

The Honourable Leanne Donaldson MP
Minister for Agriculture and Fisheries
2016

Signed for and on behalf of the State of Western Australia by

The Honourable Ken Baston MLC
Minister for Agriculture and Food
2016

Signed for and on behalf of the State of South Australia by


The Honourable Leon Bignell MP
Minister for Agriculture, Food and Fisheries
15/3/2016

Signed for and on behalf of the State of Tasmania by

The Honourable Jeremy Rockliff MP
Minister for Primary Industries and Water
2016

Signed for and on behalf of the Australian Capital Territory by

Simon Corbell MLA
Minister for the Environment and Climate Change
2016

Signed for and on behalf of the Northern Territory by

The Honourable Gary Higgins MLA
Minister for Primary Industry and Fisheries
2016

The Parties have confirmed their commitment to this agreement as follows:

Signed for and on behalf of the Commonwealth of Australia by

The Honourable Barnaby Joyce MP
Minister for Agriculture and Water Resources
2016

Signed for and on behalf of the State of New South Wales by

The Honourable Niall Blair MP
Minister for Primary Industries
2016

Signed for and on behalf of the State of Victoria by

The Honourable Jaala Pulford MLC
Minister for Agriculture
2016

Signed for and on behalf of the State of Queensland by

The Honourable Leanne Donaldson MP
Minister for Agriculture and Fisheries
2016

Signed for and on behalf of the State of Western Australia by

The Honourable Ken Baston MLC
Minister for Agriculture and Food
2016

Signed for and on behalf of the State of South Australia by

The Honourable Leon Bignell MP
Minister for Agriculture, Food and Fisheries
2016

Signed for and on behalf of the State of Tasmania by


The Honourable Jeremy Rockliff MP
Minister for Primary Industries and Water
14.3. 2016

Signed for and on behalf of the Australian Capital Territory by

Simon Corbell MLA
Minister for the Environment and Climate Change
2016

Signed for and on behalf of the Northern Territory by

The Honourable Gary Higgins MLA
Minister for Primary Industry and Fisheries
2016