

PROJECT AGREEMENT FOR QUEENSLAND FRUIT FLY RESPONSE IN TASMANIA

An agreement between:

- n the **Commonwealth of Australia**; and
- n **Tasmania**.

The outputs will be the delivery of eradication, preparedness and management activities in response to the Queensland fruit fly outbreak in northern Tasmania.

Project Agreement for Queensland Fruit Fly Response in Tasmania

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 eradication, preparedness and management activities in response to the Queensland fruit fly outbreak in northern Tasmania to support industry maintain and build access to export markets.

Reporting Arrangements

3. The State will report against the agreed milestones during the operation of this Agreement, as set out in Part 4 – Projects and Reporting.

Financial Arrangements

4. The Commonwealth will provide an estimated total financial contribution to Tasmania of \$20 million, exclusive of GST in respect of this Agreement, as set out in Part 5 – Financial Arrangements.

PART 1 – FORMALITIES

5. This Agreement constitutes the entire agreement for this project.

Parties to this Agreement

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

Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and Tasmania sign it and will expire on 30 June 2023 or on completion of the projects set out in the Schedules, including final reporting, unless terminated earlier or extended as agreed in writing by the Parties.

PART 2 – OUTPUTS

Outputs

8. The outputs of this Agreement will be the delivery of eradication, preparedness and management activities in response to the Queensland fruit fly outbreak (2017-18) in northern Tasmania and, as part of these efforts, other trade-related pests and diseases, including:

- (a) continued delivery of support for the current Queensland fruit fly eradication response;
- (b) increased inspection services aimed specifically at combatting fruit fly which complement existing support activities;
- (c) access to sterile adult fruit flies, if required;
- (d) improved advice and assistance to affected industries;
- (e) improved community engagement and communication strategies; and
- (f) establishment of the Biosecurity Emergency Response and Research Fund to support the delivery of projects that will assist Tasmania to prepare for future biosecurity risks and grow agricultural export markets.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

Role of the Commonwealth

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

Role of Tasmania

10. Tasmania will be responsible for:
- (a) developing a Project Plan, including projects to be funded from the Biosecurity Emergency Response and Research Fund;
 - (b) all aspects of delivering on the outputs set out in this Agreement; and
 - (c) reporting on the delivery of outputs as set out in Part 4 – Projects and Reporting.
11. Additionally, Tasmania will be responsible for ensuring initiatives under this Agreement support horticultural exporters to meet importing country requirements and promote access to international markets.

Shared roles

12. The Commonwealth and Tasmania will be jointly responsible, within one month from the execution of this agreement, for agreeing a Project Plan to ensure that the response is delivered within agreed timeframes.
13. Project Plans typically include details on scope, project schedule, budget, project stakeholders, governance arrangements, communication plan, high level design plans and a risk management plan. Tasmania has the flexibility to determine how to meet this requirement and can make use of any existing information or document prepared for another purpose.
14. The Project Plan is expected to be a flexible document that may be varied over time to accommodate changed circumstances. Variations to the Project Plan that directly affect the outputs and timeframes for the project are subject to written agreement between senior Commonwealth and Tasmanian officials.

15. 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 – PERFORMANCE AND REPORTING

Reporting arrangements

16. Tasmania will submit annual performance reports during the operation of the Agreement. Each performance report is to contain a description of actual performance in the period to date against the agreed Project Plan. These reports are due on the last business day of July each year during the operation of this Agreement and are to cover activities undertaken the previous financial year. All annual reports must be certified by a Tasmanian senior official as being a true and accurate representation of the progress of the project for the relevant reporting period.
17. A final report is required on completion of the project. The final report will be a report that can be used for public information and dissemination purposes and will evaluate the Project from Tasmania’s perspective and include a description of the conduct, benefits and outcomes of the project.

PART 5 – FINANCIAL ARRANGEMENTS

18. The Commonwealth will provide an estimated total financial contribution to Tasmania of \$20.0 million in respect of this Agreement, on signing of the Agreement by both Parties. All payments are GST exclusive.
19. The Commonwealth’s funding contribution will not be reduced where Tasmania secures funding from other activity partners.
20. The Commonwealth’s 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)	2017-18	Total
Estimated total budget	20.0	20.0
Less estimated National Partnership Payments	20.0	20.0
Balance of non-Commonwealth contributions	0.0	0.0

21. Having regard to the agreed estimated costs of projects specified in this Agreement, Tasmania 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, Tasmania bears 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 both the Parties.
24. Either Party to the Agreement may terminate their participation in the Agreement at any time by notifying all Parties in writing.

Delegations

25. The Commonwealth Minister may delegate the authorisation of project payments to senior Commonwealth officials, having regard to the financial and policy risks associated with those payments.

Dispute resolution

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

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

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



The Honourable David Littleproud MP
Minister for Agriculture and Water Resources

19 / 06 / 2018

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



The Honourable Sarah Courtney MP
Minister for Primary Industries and Water and Minister
for Racing

25 / 06 / 2018