

PROJECT AGREEMENT FOR MANAGEMENT OF THE WORLD HERITAGE VALUES OF THE TASMANIAN WILDERNESS

Council of
Australian
Governments

An agreement between:

- the Commonwealth of Australia and
- the State of Tasmania.

The output of this project will be the management of the World Heritage values of the areas added to the Tasmanian Wilderness in 2013 and the completion of a cultural heritage values study of the property.

Project Agreement for Management of the World Heritage Values of the Tasmanian Wilderness

INTERGOVERNMENTAL AGREEMENT ON FEDERAL FINANCIAL RELATIONS

PRELIMINARIES

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.
2. This Agreement will support the Tasmanian Government:
 - (a) deliver its ongoing responsibilities to manage the World Heritage values of the 2013 extension to the Tasmanian Wilderness World Heritage Area; and
 - (b) complete a study of the cultural values of the Tasmanian Wilderness World Heritage Area to meet the outstanding requests from the World Heritage Committee (in 1989, 2008, 2013 and 2014) for *“further study and consultation with the Tasmanian Aboriginal community in order to provide more detailed information on the cultural value of the property and how these relate to the Outstanding Universal Value”*.
3. The Agreement will support the Australian Government’s duties as a party to the World Heritage Convention to take appropriate legal, scientific, technical, administrative and financial measures necessary for the identification, protection, conservation, presentation and rehabilitation of cultural and natural heritage situated on its territory which is of Outstanding Universal Value.
4. This Agreement constitutes the entire agreement for this project.

PART 1 – FORMALITIES

Parties to this Agreement

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

Term of the Agreement

6. This Agreement will commence as soon as the Commonwealth and Tasmania sign the Agreement and will expire on 30 June 2018 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

Outputs

7. The output of this Agreement is management of the World Heritage values of the additions to the Tasmanian Wilderness World Heritage Area in 2013, specifically activities to support Tasmania's:
 - (a) increased and ongoing management responsibilities including but not limited to:
 - (i) addressing high risk biosecurity issues of immediate concern to landholders adjoining the 2013 extension, and
 - (ii) addressing high risk road safety issues within the 2013 extension so they are made safe for public use; and
 - (b) completion of a study of the cultural heritage values of the Tasmanian Wilderness World Heritage Area.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

Role of the Commonwealth

8. The Commonwealth will be responsible for:
 - (a) monitoring and assessing achievement against milestones in the delivery of the identification and management of the World Heritage values of the Tasmanian Wilderness project under this Agreement to ensure that outputs are delivered within the agreed timeframe;
 - (b) providing a consequent financial contribution to Tasmania to support the implementation of this Agreement;
 - (c) for relevant projects, in accordance with the *Fair Work (Building Industry) Act 2012*, ensuring that financial contributions to a building project or projects as defined under the *Fair Work (Building Industry – Accreditation Scheme) Regulations 2005*, are only made where a builder or builders accredited under the Australian Government Building and Construction Occupational Health and Safety Accreditation Scheme is contracted; and
 - (d) for relevant projects, ensuring that compliance with the Building Code 2013 is a condition of Australian Government funding.

Role of Tasmania

9. Tasmania will be responsible for:
- (a) providing a financial and in-kind contribution to support the implementation of this Agreement;
 - (b) updating annual Business Plans to outline on-ground activities to manage the World Heritage values of the 2013 extension to the Tasmanian Wilderness World Heritage Area;
 - (c) all aspects of delivering on the project outputs set out in this Agreement;
 - (d) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments;
 - (e) for relevant projects, ensuring that only a builder or builders accredited under the Australian Government Building and Construction Occupational Health and Safety Accreditation Scheme is contracted, and providing the necessary assurances to the Commonwealth; and
 - (f) for relevant projects, ensuring that compliance with the Building Code 2013 is made a condition of tender for all contractors and subcontractors who tender for the work, and providing the necessary assurances to the Commonwealth.

Shared roles

10. The Parties will agree to update annual Business Plans that outline on-ground activities to manage the World Heritage values of the 2013 extension to the Tasmanian Wilderness World Heritage Area.
11. 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

12. Table 1 summarises the milestones for the project, their relationship to the outputs, expected completion dates, relevant reporting dates and expected payments to be made, once a report certifying that milestones have been met is received and accepted.

Table 1: Milestones, reporting and payment summary

Outputs	Milestones	Date due	Payment
Management of the World Heritage values of the additions to the Tasmanian Wilderness World Heritage Area in 2013 including but not limited to addressing high risk biosecurity issues and high risk road safety issues	Measures agreed to address high risk biosecurity issues of immediate concern to landholders adjoining the 2013 extension (one off make good payment to be provided)	31 August 2015	\$680,000
	Measures agreed to address high risk road safety issues within the 2013 extension so they are made safe for public use (one off make good payment to be provided)	31 August 2015	\$2,490,392
	Delivery of on ground activities, as identified in a 2015-16 Business Plan, in the 2013 extension for the protection of the identified Outstanding Universal Value through land and fire management, presentation, research, stakeholder engagement, monitoring, rehabilitation and community capacity building, including with Aboriginal communities and the tourism industry . Business Plan agreed for 2016-17.	8 April 2016	\$1,581,274
	Delivery of on ground activities, as identified in a 2016-17 Business Plan, in the 2013 extension for the protection of the identified Outstanding Universal Value through land and fire management, presentation, research, stakeholder engagement, monitoring, rehabilitation and community capacity building, including with Aboriginal communities and the tourism industry . Business Plan agreed for 2017-18.	7 April 2017	\$1,622,387
	Delivery of on ground activities, as identified in a 2017-18 Business Plan, in the 2013 extension for the protection of the identified Outstanding Universal Value through land and fire management, presentation, research, stakeholder engagement, monitoring, rehabilitation and community capacity building, including with Aboriginal communities and the tourism industry . Business Plan agreed for 2018-19.	6 April 2018	\$1,662,947
A study of the cultural heritage values of the Tasmanian Wilderness	Project Plan for carrying out the study in line with requests from the World Heritage Committee completed and	31 September 2015	\$418,735

World Heritage Area	agreed		
	Study completed and agreed in a form suitable for transmission to the World Heritage Committee	7 April 2017	\$157,771

Reporting arrangements

13. Tasmania will provide performance reports in accordance with the Table 1 during the operation of the Agreement. Each performance report is to contain a description of actual performance in the period to date against the project milestones.

PART 5 – FINANCIAL ARRANGEMENTS

14. The Commonwealth will provide a total financial contribution to Tasmania of \$10,160,741 in respect of this Agreement. All payments are GST exclusive.
15. The Commonwealth will make an initial payment of \$1,547,235 to Tasmania to enable commencement of activities for the management of the World Heritage values of the 2013 extension to the Tasmanian Wilderness.
16. The Commonwealth's funding contribution will not be reduced where the Tasmania secures funding from other activity partners.
17. The Commonwealth's and Tasmania's estimated financial contribution to the operation of this Agreement, including through National Partnership payments to Tasmania paid in accordance with *Schedule D – Payment Arrangements* of the IGA FFR, are shown in Table 2.

Table 2: Estimated financial contributions

(\$ million)	2014-15	2015-16	2016-17	2017-18	Total
Estimated total budget	3,094,470	6,751,675	3,402,545	3,325,894	16,574,584
Less estimated National Partnership Payments	1,547,235	5,170,401	1,780,158	1,662,947	10,160,741
Balance of non-Commonwealth contributions ¹	1,547,235	1,581,274	1,622,387	1,662,947	6,413,843

¹ Contributions from Tasmania to match the annual payments to support Tasmania's increased and ongoing management responsibilities following additions to the property in 2013. Tasmania is not required to match the costs to address high risks road safety issues, high risk biosecurity issues or the completion of the cultural values study.

18. Having regard to the agreed estimated costs of projects specified in a Project 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 Tasmania to deliver projects cost effectively and efficiently.

PART 6 – GOVERNANCE ARRANGEMENTS

Enforceability of the Agreement

19. 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

20. The Agreement may be amended at any time by agreement in writing by both Parties.
21. Either Party to the Agreement may terminate their participation in the Agreement at any time by notifying the other Party in writing.

Delegations

22. 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.
23. The relevant Commonwealth Minister is authorised to agree or amend, on behalf of the Commonwealth, annual Business Plans to be provided as milestones to this Agreement. The Commonwealth Minister may delegate the authority to agree to or amend a Business Plan to senior Commonwealth officials.
24. The relevant State Minister is authorised to agree or amend, on behalf of the State, annual Business Plans to be provided as milestones to this Agreement. The State Minister may delegate the authority to agree to or amend a Business Plan to senior State officials.

Dispute resolution

25. Either Party may give notice to other Party of a dispute under this Agreement.
26. Officials of both Parties will attempt to resolve any dispute in the first instance.
27. 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:

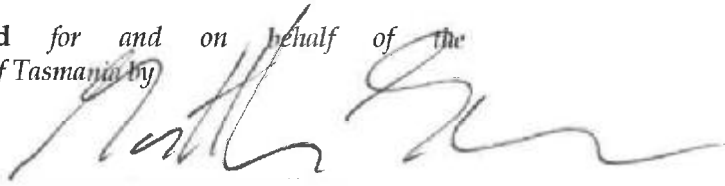
*Signed for and on behalf of the Commonwealth
of Australia by*



The Honourable Greg Hunt MP
Minister for the Environment

28 May 2015

Signed for and on behalf of the
State of Tasmania by



The Honourable Matthew Groom MP

Minister for State Growth, Minister for Energy,
Minister for the Environment, Parks and Heritage

2 ~~May~~ ^{June} 2015