

# PROJECT AGREEMENT FOR EMERGENCY PEST AND DISEASE RESPONSE PROGRAMS

Council of  
Australian  
Governments

An agreement between

- n the Commonwealth of Australia and
- n the States, being:
  - t Victoria
  - t Queensland
  - t South Australia

The outputs of this Agreement will be the delivery of projects in support of programs aimed at the eradication and/or transitional management of emergency animal diseases and plant pests and diseases.

# Project Agreement for Emergency Pest and Disease Response Programs

## 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 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 Intergovernmental Agreement on Federal Financial Relations.
2. This Agreement will support the delivery of agreed activities under national emergency animal and plant pest and disease response programs, including those for eradication and management based initiatives where eradication was not possible.
3. This Agreement complements agreements that are in place for the management of emergency pest and disease incursions, including:
  - (a) the Government and Livestock Industry Cost Sharing Deed in respect of Emergency Animal Disease Responses (EADRA);
  - (b) the Government and Plant Industry Cost Sharing Deed in respect of Emergency Plant Pest Responses (EPPRD); and
  - (c) the Intergovernmental Agreement on Biosecurity and its first deliverable, the National Environmental Biosecurity Response Agreement (NEBRA).

### PART 1 – FORMALITIES

#### Parties to this Agreement

4. This Agreement is between the Commonwealth of Australia (the Commonwealth) and the States of Victoria, Queensland and South Australia (the States).

#### Term of the Agreement

5. This Agreement will commence as soon as the Commonwealth and one other Party signs the Agreement and will expire on 30 June 2012 or on completion of the project milestones, including acceptance of final performance reporting and processing of final payments against milestones, unless terminated earlier or extended as agreed in writing by the Parties.

## Role of the Commonwealth

6. The Commonwealth will be responsible for:
  - (a) leading the determination of agreed national biosecurity policy in terms of responses to outbreaks or incursions;
  - (b) providing a consequent financial contribution to the State managing the outbreak or incursion to support the implementation of this Agreement;
  - (c) participating in, and providing national coordination for, decision-making processes for emergency responses implemented under this Agreement; and
  - (d) monitoring and assessing achievement against milestones in the delivery of each project under this Agreement to ensure that outputs are delivered within the agreed timeframe.

## Role of the States

7. The States will be responsible for
  - (a) providing a financial and/or in-kind contribution to support the implementation of this Agreement;
  - (b) all aspects of delivering on the outputs set out in this Agreement;
  - (c) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments.

## Shared role

8. The Parties will meet the requirements of Schedule E, Clause 26 of the Intergovernmental Agreement on Federal Financial Relations, by ensuring that prior agreement is reached through the National Management Group (NMG) and Biosecurity Incident Communication Network (BICN) on the nature and content of any national events, announcements, promotional material or publicity relating to activities under this Agreement, and that the roles of all Parties will be acknowledged and recognised appropriately.
9. The NMG is the decision making body under the EADRA and EPPRD that determines whether a national response to a pest or disease is warranted, and the direction of that response. It consists of the Chief Executive Officers of the Commonwealth and State/Territory departments of agriculture/primary industries across Australia or their delegates; representatives of the Australian Government Department of Sustainability, Environment, Water, Population and Communities; affected industry bodies and Animal Health Australia or Plant Health Australia, as appropriate. It is chaired by the Secretary of the Australian Government Department of Agriculture, Fisheries and Forestry. A National Biosecurity Management Group established under NEBRA performs the same role as the NMG, but representation is mostly limited to government parties. It is also chaired by the Secretary of the Australian Government Department of Agriculture, Fisheries and Forestry.
10. In 2002, the Council of Australian Governments (COAG) signed a Memorandum of Understanding (MOU) to enhance risk mitigation and response through ensuring nationally consistent and timely communication and engagement activities in the event of a foot and mouth disease (FMD) outbreak in Australia. The MOU led to the establishment of the BICN, comprising key communication managers from all Australian agricultural agencies, Animal Health Australia (AHA), Plant Health Australia (PHA) and other communicators from relevant industries and agencies, including non-government agencies. The network allows for

communications to be streamlined and decisions/information to be shared efficiently during major outbreaks in what are typically fast moving events that potentially require action by multiple agencies.

## PART 2 – PROJECT OUTPUTS

### Outputs

11. The outputs of this Agreement are a series of projects aimed at providing effective responses to exotic and nationally significant pests and diseases, including:
  - **Project 1 – National Eradication Program for Branched Broomrape**  
Branched broomrape is a plant parasite which produces large amounts of tiny seed. It can be spread through soil movements and poses a risk to broadleaf crops and pastures. It is regulated in international grain trade as a contaminant and trading partners free of branched broomrape may use its presence in Australia as a trade barrier.
  - **Project 2 – National Eradication Program for Chestnut Blight**  
Chestnut blight is a fungus that infects stems and branches of chestnut trees, girdling them and causing them to die. It has the potential to seriously harm the chestnut industry and can also infect oak trees.
  - **Project 3 – National Eradication Program for Low Pathogen Avian Influenza**  
Low pathogenic notifiable avian influenza has been detected in Victoria and has a low capacity to cause disease in ducks. On occasion, low pathogenic avian influenza is detected in wild birds in Australia.
  - **Project 4 – National Eradication Program for Cocoa Pod Borer**  
Cocoa pod borer is a major pest of cocoa plantations. The borer decreases crop yield and can also affect rambutan fruit production.
  - **Project 5 – National Eradication Program for Red Imported Fire Ants**  
The red imported fire ant is one of the world's most invasive pests, which rapidly establishes in a wide range of environments, impacting natural fauna, agriculture, public infrastructure, human health and social amenity. It delivers a painful sting that poses a significant health risk to susceptible people, including causing allergic reactions and, in some cases, death. The presence of ant nests in backyards and in public recreation areas renders them unusable.
  - **Project 6 – National Eradication Program for Siam Weed**  
Siam weed poses a risk to native woodlands, World Heritage rainforests, grasslands, forestry plantations and agricultural crops such as bananas and sugar cane.

12. Activities within these projects are set out in response plans agreed by the responsible NMG under the EADRA, EPPRD or NEBRA. They can include:
  - (a) activities to limit the risk to the economy, the environment and the community of the pest or disease becoming established and/or spreading;
  - (b) activities which assist affected industries and the community to reduce or manage the impact of the pest or disease;
  - (c) activities which assist affected industries and the community to recover from the effect of the impact of the pest or disease; and
  - (d) activities which ensure the efforts of governments, relevant industry bodies and the community are coordinated and integrated.
13. Response plans outline eradication, containment and surveillance strategies (including detection and disposal of infected animals/plant material, quarantine and movement controls, decontamination and farm clean-up procedures); indicative budget (resources, operating and capital expenses, and owner reimbursement costs); key roles and responsibilities; public relations and information management; milestones and associated workforce implications; and accounting, monitoring arrangements and triggers for review. The amount of detail in the response plan depends on the nature and extent of the response.

### PART 3 – FINANCIAL ARRANGEMENTS

14. The Commonwealth will provide a total financial contribution to the States of \$10.187 million in respect of this Agreement, noting that in some cases, the Commonwealth has already made part payments in 2011-12. All payments are GST exclusive.
15. The Commonwealth's funding contribution will not be reduced where the States secure funding from other activity partners through innovative and collaborative partnerships.
16. The Commonwealth's and the States' estimated financial contributions to the operation of this Agreement for 2011-12, including through National Partnership payments, are shown in Table 1.

Table 1: Estimated financial contributions (millions)

Project 1 - South Australia ( <i>branched broomrape</i> )	2011-12
Estimated total budget	\$2.59
Less estimated National Partnership Payments	0.048
Balance of non-Commonwealth contributions	2.542
Project 2 – Victoria ( <i>chestnut blight</i> )	2011-12
Estimated total budget	\$0.64
Less estimated National Partnership Payments	0.976*
Balance of non-Commonwealth contributions	- 0.336
Project 3 – Victoria ( <i>low pathogen avian influenza</i> )	2011-12
Estimated total budget	\$1.2
Less estimated National Partnership Payments	0.9#
Balance of non-Commonwealth contributions	0.3
Project 4 – Queensland ( <i>cocoa pod borer</i> )	2011-12
Estimated total budget	\$0.107
Less estimated National Partnership Payments	0.0537
Balance of non-Commonwealth contributions	0.0533
Project 5 - Queensland ( <i>red imported fire ants</i> )	2011-12
Estimated total budget	\$15.0
Less estimated National Partnership Payments	7.5
Balance of non-Commonwealth contributions	7.5
Project 6 - Queensland ( <i>Siam weed</i> )	2011-12
Estimated total budget	\$1.42
Less estimated National Partnership Payments	0.71
Balance of non-Commonwealth contributions	0.71

\* Includes shortfall in payment for 2010-11.

# Includes Commonwealth's share of costs (\$0.3m) and industry's (\$0.6m), which the Commonwealth has agreed to initially underwrite; industry will repay the Commonwealth over a period of time

17. National Partnership payments to the States will be paid in accordance with Schedule D – Payment Arrangements of the Intergovernmental Agreement on Federal Financial Relations.
18. Having regard to the agreed estimated costs of projects specified in a Project 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 4 – PROJECT MILESTONES, REPORTING AND PAYMENTS

19. The following table summarises the milestones for the projects, 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 by the Commonwealth.

Table 2: Milestones, reporting and payment summary

Output	Milestone(s)	Date due	Relevant report due	Payment
Project 1 – South Australia (branched broomrape)	Acceptance of report on completion of outputs under agreed eradication response plan	30 June 2012	June 2012	\$48 000
Project 2 – Victoria (chestnut blight)	Acceptance of report on completion of outputs under agreed eradication response plan	30 June 2012	June 2012	\$976 000
Project 3 – Victoria (low pathogen avian influenza)	Acceptance of report on completion of outputs under agreed eradication response plan	30 June 2012	June 2012	\$900 000
Project 4 – Queensland (cocoa pod borer)	Acceptance of report on completion of outputs under agreed eradication response plan	30 June 2012	June 2012	\$53 793
Project 5 – Queensland (red imported fire ants)	Acceptance of report on completion of outputs under agreed eradication response plan	30 June 2012	June 2012	\$7 500 000
Project 6 – Queensland (Siam weed)	Acceptance of report on completion of outputs under agreed eradication response plan	30 June 2012	June 2012	\$710 000

### Reporting arrangements

20. The States, through the project leader, will provide progress reports in accordance with the above table during the operation of the Agreement. Each progress report is to contain the following information:

- a) a description of actual performance of the State in the period to date;
- b) details of any matter(s) that have arisen which could adversely impact on the delivery of the outputs, and how the State proposes to resolve this/these matter(s);
- c) details of any matter(s) that could trigger a review of the agreed response plan; and

- d) promotional activities undertaken in relation to, and media coverage of, the project during the reporting period and any promotional opportunities expected to arise during the next reporting period.

## PART 5 – GOVERNANCE ARRANGEMENTS

### Enforceability of the Agreement

21. 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

22. The Agreement may be amended at any time by agreement in writing by all the Parties.
23. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all the other Parties in writing.

### Delegations

24. 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

25. Any Party may give notice to other Parties of a dispute under this Agreement.
26. Officials of relevant 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 and if necessary, the relevant Standing Council.
28. If a dispute cannot be resolved by the relevant Ministers, a Party may refer it to COAG for consideration.

### Interpretation

29. For the purposes of this Agreement:
  - a) an emergency animal disease has the same meaning as set out in the EADRA.
  - b) an emergency plant pest has the same meaning as set out in the EPPRD.
  - c) an outbreak, in relation to a nationally significant pest or disease where a response is in the public good, has the same meaning as set out in the NEBRA.
30. The EADRA and the EPPRD are binding agreements which set out cost sharing and other responsibilities of the Commonwealth, state and territory governments and relevant industry parties in an emergency response. The NEBRA builds on these agreements and applies to biosecurity incidents that primarily impact the environment and/or social amenity where a national response is for the public good.



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

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

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Senator the Honourable Joe Ludwig  
Minister for Agriculture, Fisheries and Forestry

29 June 2012

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

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The Honourable Peter Walsh MLA  
Minister for Agriculture and Food Security

[Day] [Month] [Year]

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

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The Honourable John McVeigh MP  
Minister for Agriculture, Fisheries and Forestry

[Day] [Month] [Year]

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

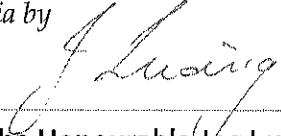
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The Honourable Gail Gago MLC  
Minister for Agriculture, Food and Fisheries

[Day] [Month] [Year]

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

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

  
\_\_\_\_\_  
**Senator the Honourable Joe Ludwig**  
Minister for Agriculture, Fisheries and Forestry

29 June 2012

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

\_\_\_\_\_  
**The Honourable Peter Walsh MLA**  
Minister for Agriculture and Food Security

[Day] [Month] [Year]

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

\_\_\_\_\_  
**The Honourable John McVeigh MP**  
Minister for Agriculture, Fisheries and Forestry

[Day] [Month] [Year]

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

\_\_\_\_\_  
**The Honourable Gail Gago MLC**  
Minister for Agriculture, Food and Fisheries

[Day] [Month] [Year]

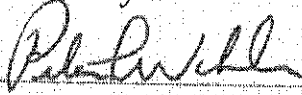
The Parties have confirmed their commitment to this agreement as follows:

Signed for and on behalf of the Commonwealth  
of Australia by

**The Honourable Joe Ludwig MP**  
Minister for Agriculture, Fisheries and Forestry

[Day] [Month] [Year]

Signed for and on behalf of the  
State of Victoria by



**The Honourable Peter Walsh MLA**  
Minister for Agriculture and Food Security

[Day] [Month] [Year]

26 June 2012

Signed for and on behalf of the  
State of Queensland by

**The Honourable John McVeigh MP**  
Minister for Agriculture, Fisheries and Forestry

[Day] [Month] [Year]

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

**The Honourable Gail Gago MLC**  
Minister for Agriculture, Food and Fisheries

[Day] [Month] [Year]

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

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\_\_\_\_\_  
**The Honourable Joe Ludwig MP**  
Minister for Agriculture, Fisheries and Forestry

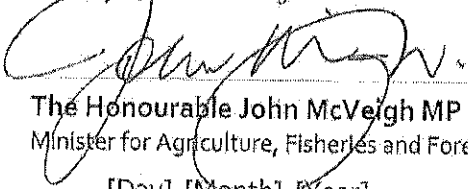
[Day] [Month] [Year]

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

\_\_\_\_\_  
**The Honourable Peter Walsh MLA**  
Minister for Agriculture and Food Security

[Day] [Month] [Year]

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

  
\_\_\_\_\_  
**The Honourable John McVeigh MP**  
Minister for Agriculture, Fisheries and Forestry

[Day] [Month] [Year]

26/6/12

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

\_\_\_\_\_  
**The Honourable Gail Gago MLC**  
Minister for Agriculture, Food and Fisheries

[Day] [Month] [Year]

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

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

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**The Honourable Joe Ludwig MP**  
Minister for Agriculture, Fisheries and Forestry  
[Day] [Month] [Year]

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

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**The Honourable Peter Walsh MLA**  
Minister for Agriculture and Food Security  
[Day] [Month] [Year]

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

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**The Honourable John McVeigh MP**  
Minister for Agriculture, Fisheries and Forestry  
[Day] [Month] [Year]

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

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**The Honourable Gail Gago MLC**  
Minister for Agriculture, Food and Fisheries  
02 / 06 / 2012