

PROJECT AGREEMENT EXOTIC DISEASE PREPAREDNESS PROGRAM

Council of
Australian
Governments

An agreement between

- the Commonwealth of Australia and
- the States and Territories, being:
 - ◆ The State of New South Wales
 - ◆ The State of Victoria
 - ◆ The State of Queensland

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Project Agreement for the Wildlife Exotic Disease Preparedness Program

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 projects under the Exotic Disease Preparedness Program (Wildlife Exotic Disease Preparedness Program (WEDDP))
3. This Agreement constitutes the entire agreement for this project.

PART 1 – FORMALITIES

Parties to this Agreement

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

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 once the project is complete, including acceptance of the final Project Report and processing of final payments, unless terminated earlier or extended as agreed in writing by the Parties.

Enforceability of the Agreement

6. 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.

Role of the Commonwealth

7. The Commonwealth will be responsible for:
 - (a) monitoring and assessing achievement against milestones in the delivery of the WEDPP; and
 - (b) providing a consequent financial contribution to the States to support the implementation of this Agreement.

Role of the States and Territories

8. The States will be responsible for
 - (c) delivering the projects set out in this Agreement in accordance with the project application accepted by the National Management Group;
 - (d) providing a financial and/or in-kind contribution as identified in the application for funding to support the implementation of this Agreement; and
 - (e) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments.
9. Both 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 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 2 – PROJECT OUTPUT(S)

Output(s)

Project 1 Australian Wildlife Health Network – New South Wales

Facilitation and support of wildlife disease surveillance, and identification of emerging diseases and trends in known diseases (spread, frequency, species affected) that may affect trade, human health or biodiversity. Management and provision of information, and collation and analysis of data disseminated to support Australia's lead agencies.

Project 2 Mapping Hendra Virus (HeV) distribution and diversity – Queensland

Identification of the presence or absence of HeV infection in high-risk feral pig and horse populations and a more complete phylogenetic analysis of HeV circulating in flying foxes

Project 3 Avian migration and movement of pathogens in the Australo-Papuan context: Developing novel methods for the accurate assessment of relevant connectivity between populations – New South Wales

Collection of appropriate samples from a model migratory bird species and examination of samples from all studied populations to identify target organisms. Undertake high-resolution genotyping of multiple organisms within the host species, and statistical analysis and interpretation of population structure within host and infectious organisms

Project 4 Evaluation of a real time Polymerase Chain Reaction (PCR) to simultaneously detect and differentiate virulent and non-virulent Newcastle Disease Virus (NDV) – Victoria

Determination of an appropriate NDV PCR to use the simultaneous detection and differentiation of virulent and avirulent NDV strains in wild birds. Delivery phylogenetic analysis of pathotyping sequencing results to show relationships of clades.

PART 3 – FINANCIAL ARRANGEMENTS

10. The Commonwealth will provide a total financial contribution to the States of \$317,000 in respect of this Agreement. All payments are GST exclusive.
11. The Commonwealth's funding contribution will not be reduced where the States secure funding from other activity partners through innovative and collaborative partnerships.
12. The Commonwealth's and the States' estimated financial contribution to the operation of this Agreement, including through National Partnership payments to the States paid in accordance with *Schedule D – Payment Arrangements* of the [Intergovernmental Agreement on Federal Financial Relations](#), are shown in Table 1.

Table 1: Estimated financial contributions

Project One – New South Wales	2011-12
Estimated total budget	1,275,978
Less estimated National Partnership Payments	201,000
Balance of non-Commonwealth contributions	1,074,978
Project Two – Queensland	2011-12
Estimated total budget	190,000
Less estimated National Partnership Payments	52,000
Balance of non-Commonwealth contributions	138,000
Project Three – New South Wales	2011-12
Estimated total budget	46,000
Less estimated National Partnership Payments	23,000
Balance of non-Commonwealth contributions	23,000
Project Four – Victoria	2011-12
Estimated total budget	105,000
Less estimated National Partnership Payments	41,000
Balance of non-Commonwealth contributions	64,000

13. National Partnership payments to the States will be paid in accordance with *Schedule D – Payment Arrangements* of the [Intergovernmental Agreement on Federal Financial Relations](#).
14. 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

Table 2: Milestones, reporting and payment summary 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 accepted by the Commonwealth.

Table 2: Milestones, reporting and payment summary

Output	Milestone(s)	Date due	Relevant Report due	Payment
Project One – New South Wales	Acceptance of report describing project work to date	31/11/2011		\$100,500 50%
	Acceptance of the progress report by the Commonwealth		30/01/2012	\$100,500 50%
Project Two – Queensland	Acceptance of report describing project work to date	31/11/2011		\$26,000 50%
	On acceptance of the progress report by the Commonwealth		30/01/2012	\$26,000 50%
Project Three – New South Wales	Acceptance of report describing project work to date	31/11/2011		\$11,500 50%
	On acceptance of the progress report by the Commonwealth		30/01/2012	\$11,500 50%
Project Four – Victoria	Acceptance of report describing project work to date	31/11/2011		\$20,500 50%
	On acceptance of the progress report by the Commonwealth		30/01/2012	\$20,500 50%

Reporting arrangements

15. The States through the project leader will provide progress reports in accordance with the above table during the operation of the Agreement. The progress report is to contain the following information:
 - (a) a description of actual performance of the States in the period to date against the project milestones;
 - (b) details of any matter(s) that have arisen which could adversely impact on the delivery of the output, and how the States propose to resolve this/these matter(s); and
 - (c) 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.
16. The States will also prepare a final Project Report within 90 days on the completion of the project(s) agreed under the Project Agreement. The Project Report will be a stand-alone document that can be used for public information dissemination purposes. The final Project Report will:
 - (a) describe the conduct, benefits and outcomes of the Project(s);
 - (b) evaluate the Project(s) from the responsible Party's perspective, including assessing the extent to which the project milestones have been achieved and why any aspect was not achieved; and
 - (c) include a discussion of any other matters relating to the project, limited to the minimum necessary for the affective assessment of performance, which the Commonwealth notifies the States should be included in the final project report at least 60 days before it is due.
17. The reports are due at the following times:
 - (a) Project 1. Final project report accepted by the Commonwealth by 30 May 2012;
 - (b) Project 2: Final project report accepted by the Commonwealth by 30 May 2012
 - (c) Project 3: Final project report accepted by the Commonwealth by 30 May 2012
 - (d) Project 4: Final project report accepted by the Commonwealth by 30 May 2012

PART 5 – GOVERNANCE ARRANGEMENTS

Dispute resolution

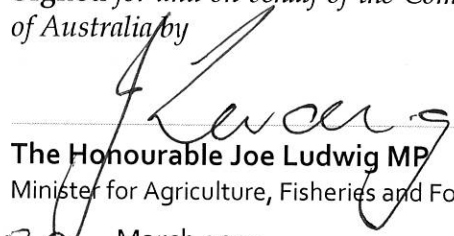
18. Any Party may give notice to other Parties of a dispute under this Agreement.
19. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
20. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers and if necessary, the relevant COAG Council.
21. If a dispute cannot be resolved by the relevant Ministers, it may be referred by a Party to COAG for consideration.

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.

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

29 ... March 2012

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

A handwritten signature in blue ink that reads "Robyn Parker" followed by the date "12/3/12".

The Honourable Robyn Parker MP
Minister for the Environment

Signed for and on behalf of the
State of Queensland by



The Honourable Tim Mulherin MP
Minister for Agriculture, Food and Regional
Economies

... December 2011.

16th February 2012

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

A handwritten signature in blue ink, appearing to read 'K. Hodgkinson', is written over a horizontal line. The signature is stylized and fluid.

The Honourable Katrina Hodgkinson MP

Minister for Primary Industries

... ~~December 2011~~
8 January 2012

Signed for and on behalf of the
State of Victoria by

A handwritten signature in blue ink, appearing to read 'Peter Walsh', written over a horizontal line.

The Honourable Peter Walsh MP
Minister for Agriculture and Food Security

... December 2011