

PROJECT AGREEMENT FOR THE TORRES STRAIT HEALTH PROTECTION STRATEGY - MOSQUITO CONTROL AND CROSS BORDER LIAISON IN THE TORRES STRAIT PROTECTED ZONE

Council of
Australian
Governments

An agreement between

- n the Commonwealth of Australia and
- n the State of Queensland

The output of this project will be surveillance, control and possible elimination of *Aedes albopictus* mosquito in the Torres Strait; and improved data sharing with Papua New Guinea (PNG) on communicable diseases and health issues arising from cross border movements in the Torres Strait Protected Zone.

Project Agreement for the Torres Strait Health Protection Strategy – mosquito control and cross border liaison in the Torres Strait Protected Zone

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. The first component of this Agreement will support the delivery of the control of *Aedes albopictus* mosquitoes within the Torres Strait and attempt to eliminate it from an area if detected. It will also attempt to prevent the spread of *Aedes albopictus* to mainland Australia and increase the health knowledge in Torres Strait communities regarding dengue fever and mosquito control, and increase community activity in controlling container-breeding mosquitoes.

The second component will deliver effective two-way information and data sharing with PNG in regard to communicable diseases and other health issues which may arise from cross border movements in the Torres Strait Protected Zone.

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 State of Queensland (Queensland).

Term of the Agreement

5. This Agreement will commence as soon as the Commonwealth and Queensland sign the Agreement and will expire on 30 June 2014 or on completion of the project, including acceptance of final performance reporting and processing of final payments against milestones, unless terminated earlier or extended as agreed in writing by both Parties.

PART 2 – PROJECT OUTPUT(S)

Output(s)

6. The outputs of this Agreement will be:

- (a) The surveillance, control and elimination, if possible, of *Aedes albopictus* at the main population and transport hubs of the Torres Strait, and to prevent the spread and establishment of *Aedes albopictus* from the Torres Strait to mainland Australia. These outputs will be achieved by:
 - i. Monitoring and responding to current distributions of *Aedes albopictus* in the Torres Strait region;
 - ii. Applying, developing and evaluating best-practice control tools to prevent the expansion of *Aedes albopictus* beyond the Torres Strait;
 - iii. Increasing stakeholder activity in controlling container-breeding mosquitoes in the region;
 - iv. Collaborating with a range of partners to improve knowledge in the Torres Strait and Northern Peninsular Area regarding the prevention of mosquito-borne diseases;
 - v. Eliminating *Aedes albopictus* when detected inside the "cordon sanitaire" area (Thursday Island and Horn Island) or on the mainland; and
 - vi. Regular steering and advisory meetings by the expert Technical Advisory Group.
- (b) The provision of communication and liaison services by a Torres Strait Communications Officer employed to coordinate the following activities:
 - i. Sharing clinical and surveillance data from Torres Strait Island clinics and other Queensland Health facilities on PNG nationals diagnosed and treated in Australia.
 - ii. Providing to cross border stakeholders, including the Department of Health, on-the-ground information on communicable diseases from PNG and the Torres Strait, on an on-going basis as well as during communicable disease outbreaks.
 - iii. Facilitating the exchange of clinical and surveillance data and other relevant health information associated with the movement of traditional inhabitants in the Torres Strait Protected Zone.
 - iv. Attending and actively participating in Torres Strait Cross Border Health Issues Committee (HIC) meetings, and assisting in the implementation of HIC measures such as the development of cross border patient referral and communication protocols.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

Role of the Commonwealth

7. The Commonwealth will be responsible for:
 - (a) monitoring and assessing achievement against milestones in the delivery of the *Torres Strait Health Protection Strategy – mosquito control and cross border liaison in the Torres Strait Protected Zone* under this Agreement to ensure that outputs are delivered within the agreed timeframe; and
 - (b) providing a consequent financial contribution to Queensland to support the implementation of this Agreement.

Role of Queensland

8. Queensland will be responsible for:
 - (a) all aspects of delivering on the project outputs set out in this Agreement; and
 - (b) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments.

Shared roles

9. 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 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

10. 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

Output	Milestone/ activities	Date due	Relevant Report due	Payment
Component 1: Continuous surveillance, control and possible elimination of <i>Aedes albopictus</i> in the Torres Strait and prevention of its spread from the Torres Strait to mainland Australia	Acceptance by the Commonwealth of a performance report	15/05/2014	Report of activities undertaken for the period 01/07/2013 to 30/04/2014	\$0.756m
Component 2: The provision of communication and liaison services by a Torres Strait Communications Officer as per Clause 6b	Acceptance by the Commonwealth of a performance report	15/05/2014	Report of activities undertaken for the period 01/07/2013 to 30/04/2014	\$0.186m

Reporting arrangements

11. Queensland will provide performance reports in accordance with Table 1 during the operation of the Agreement. Each performance report is to contain a description of actual performance and information that demonstrates achievement of the outputs by Queensland in the period to date against the project milestones.

PART 5 – FINANCIAL ARRANGEMENTS

12. The Commonwealth will provide a total financial contribution to Queensland of \$942,000 in respect of this Agreement. All payments are GST exclusive.
13. The Commonwealth’s funding contribution will not be reduced where Queensland secures funding from other activity partners through innovative and collaborative partnerships.
14. A single payment will be made following the Commonwealth’s acceptance of performance reports completed in accordance with clause 11 of this Agreement.
15. The Commonwealth’s and Queensland’s estimated financial contribution to the operation of this Agreement, including through National Partnership payments to Queensland paid in accordance with Schedule D — Payment Arrangements of the Intergovernmental Agreement on Federal Financial Relations, are shown in Table 2.

Table 2: Estimated financial contributions

(\$ million)	2013-14	Total
Estimated budget: Control of <i>Aedes albopictus</i> in the Torres Strait	0.756	0.756
Estimated budget: Torres Strait Communications Officer	0.186	0.186
Estimated total budget	0.942	0.942
Less estimated National Partnership Payments	0.942	0.942
Balance of non-Commonwealth contributions	0.0	0.0

16. Having regard to the agreed estimated costs of projects specified in a Project Agreement, Queensland 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, Queensland 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 Queensland to deliver projects cost effectively and efficiently.

PART 6 – GOVERNANCE ARRANGEMENTS

Enforceability of the Agreement

17. 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

18. The Agreement may be amended at any time by agreement in writing by both Parties.
19. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying the other Party in writing.

Delegations

20. 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

21. Either Party may give notice to the other Party of a dispute under this Agreement.
22. Officials will attempt to resolve any dispute in the first instance.
23. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.
24. If a dispute cannot be resolved by the relevant Ministers, it may be referred by a Party to the Prime Minister and the Premier for consideration.

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

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

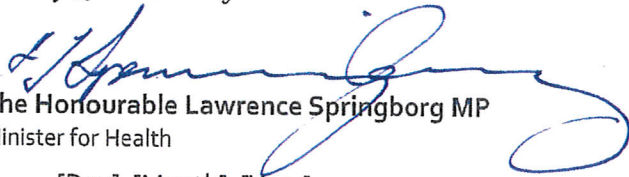


The Honourable Peter Dutton MP
Minister for Health

[Day] [Month], [Year]

26/6/14

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



The Honourable Lawrence Springborg MP
Minister for Health

[Day] [Month] [Year]

26.6.14