

---

**Interim Agreement  
between the Australian Government  
and the Australian Capital Territory for  
Implementation of Caring for Our Country**

This Agreement is made on the First day of July 2008 between the Commonwealth of Australia ('the Commonwealth') and the Australian Capital Territory ('the Territory') pursuant to clause 19(2) of the *Natural Heritage Trust of Australia Act 1997* and Section 5 of the *Natural Resource Management (Financial Assistance) Act 1992*.

**PREAMBLE**

- A. In March 2008, the Commonwealth announced Caring for our Country as an ongoing and integrated program, bringing together the delivery of the Natural Heritage Trust, National Landcare Program, Environmental Stewardship and Working on Country Programs.
- B. The goal of Caring for our Country announced by the Commonwealth is 'an environment that is healthy, better protected, well managed, resilient and provides essential ecosystem services in a changing climate'.
- C. The Commonwealth announced that Caring for our Country will have six National Priority Areas for Investment:
  - a. **a national reserve system**, including an enhanced National Reserve System and implementing the 2007 election commitment for Indigenous Protected Areas;
  - b. **biodiversity and natural icons**, including world heritage, biodiversity protection (including threatened species and communities, feral animals and weeds), environmental stewardship and implementing election commitments for the Tasmanian Devil and Cane Toads;
  - c. **coastal environments and critical aquatic habitats**, including implementing the election commitments for the Reef Rescue, Coast Care, Gippsland Lakes and Tuggerah Lakes;
  - d. **sustainable farm practices**, including Landcare and land management change;
  - e. **natural resource management in remote and northern Australia**; and
  - f. **community skills, knowledge and engagement**, including NRM facilitators and implementing election commitments for an Indigenous Emissions Trading Scheme and Indigenous Rangers.
- D. The Commonwealth announced that it would allocate \$2.25 billion in funding for the first five years of Caring for our Country, over \$700 million of which will be allocated to the regional delivery of Caring for our Country throughout Australia.
- E. As a result of these announcements the Parties have agreed to enter into this Agreement for the delivery of Caring for our Country in the ACT during the 2008/09 financial year.
- F. In entering this Agreement, the Commonwealth and the Territory recognise that they have a mutual interest to improve the condition of Australia's natural resources.
- G. The Parties acknowledge that the following principles will guide the working relationship under Caring for our Country:
  - a. mutual benefit;
  - b. administrative simplicity and efficiency; and
  - c. maintenance of effort.

- H. The Parties further acknowledge that:
- a. this Agreement is closely linked to the work the Territory is also doing in the area of improving Territory's natural resources; and
  - b. the Territory has priority areas of investment which may differ from the national priority areas of Caring for our Country.
- I. The Parties acknowledge that Caring for our Country will take an integrated approach to other related programs and the Parties agree to communicate and work together where opportunities exist to ensure that investments complement each other, avoid duplication and achieve greater investment outcomes.

## **PART 1: INTRODUCTION**

### **1. PURPOSE**

1.1 This agreement establishes terms and conditions for the delivery of Caring for our Country funds to the ACT NRM Council through the ACT Government for the 2008-09 transitional year.

### **2. TERM OF THIS AGREEMENT**

2.1 This Agreement will commence on 1 July 2008 and will continue in force until such date as the Parties agree in writing the Agreement shall end unless terminated earlier in accordance with clause 20.

2.2 Upon signing of this Agreement by all Parties this Agreement will be a public document and will be placed on the relevant Commonwealth and Territory websites.

2.3 The Parties acknowledge that during the term of this Agreement, the Parties will work together to finalise a comprehensive Caring for our Country Agreement to replace this interim Agreement.

### **3. REPRESENTATION**

3.1 The Commonwealth shall be represented for the purposes of this Agreement by the Hon. Peter Garrett, Minister for the Environment, Heritage and the Arts, and the Hon. Tony Burke, Minister for Agriculture, Fisheries and Forestry.

3.2 The Territory shall be represented for the purposes of this Agreement by the Hon. Jon Stanhope MLA Minister for the Environment, Water and Climate Change.

### **4. PREVIOUS BILATERAL AGREEMENTS AND ARRANGEMENTS**

4.1 The Parties acknowledge that there remain outstanding obligations under Financial Agreements entered into under the Previous Bilateral Agreements. The Parties acknowledge that those Financial Agreements and Previous Bilateral Agreements shall continue in force for the purposes of those outstanding obligations.

## **PART 2 - IMPLEMENTATION ARRANGEMENTS**

### **5. GUIDING PRINCIPLES FOR IMPLEMENTATION**

5.1 The principles guiding the Commonwealth in the development and implementation of Caring for our Country under this Agreement are:

- a) the Commonwealth will make investments against the National Priorities Areas identified in Preamble C.
- b) the National Priority Areas for Investment will have achievable and measurable outcomes; and
- c) accountability to the community on progress on investment outcomes will be supported by a robust monitoring and evaluation process.

5.2 The principles guiding all Parties under this Agreement are:

- a) continue to support regional delivery to achieve outcomes that address the decline in Australia's natural resources through targeted investment in Caring for our Country priorities;
- b) contribute to improving accountability and reporting on outcomes for Caring for our Country expenditure;
- c) acknowledge that there may be additional investment priorities to those identified in Preamble C;
- d) work together to make strategic investment decisions and encourage

- complementary investments in order to optimise outcomes; and
- e) work to ensure complementary investments are made that assist in alignment of effort between Commonwealth and Territory priorities.

The Parties agree to use their best endeavours to operate within these principles.

## **6 COMMONWEALTH ARRANGEMENTS**

6.1 The Parties acknowledge that the Commonwealth's intention is that Caring for our Country will be an integrated program, supported by:

- a) clearly defined and measurable outcomes agreed by the Prime Minister, with specific 1 – 3 year targets;
- b) a business approach to investments with the development of a business plan by the Commonwealth to guide investment for 2009-10 and subsequent years;
- c) a single portal to streamline program delivery;
- d) the implementation of the 2007 Election Commitments;
- e) provision of the guaranteed base level funding and transitional funding as outlined in clauses 14 by the Commonwealth for the ACT NRM Council for the delivery of Caring for our Country national priorities;
- f) a mechanism to enable access to 'non-quarantined funds' under Caring for our Country to any legal entity, including the Territory and local government agencies; and
- g) determination of the regional indicative allocations for future Caring for our Country Agreements.

## **7. REGIONAL ARRANGEMENTS**

7.1 The Parties acknowledge that the Territory and ACT NRM Council will play an essential role in assisting the Commonwealth to achieve its national priorities throughout Australia.

7.2 The Parties acknowledge that during the term of this Agreement the Commonwealth will provide to the ACT NRM Council a guaranteed base-level of funding based on previous NHT and NAP allocations and transitional funds to assist regions to adapt to and implement Caring for our Country priorities.

7.3 The Parties acknowledge that existing Regional NRM Plans and Regional Investment Strategies for 2008 – 2009 will be used to determine investments that best complement and contribute to the program outcomes.

## **8. TERRITORY ARRANGEMENTS**

8.1 The Parties acknowledge that the existing service level agreement between the ACT NRM Council and the Department of Territory and Municipal Services will continue to operate during the life of this Agreement.

8.2 The service level agreement details the support provided by the Territory to the ACT NRM Council.

## **9. GOVERNANCE ARRANGEMENTS**

9.1 The Parties will work together to realise the goals and commitments made in this Agreement by each Party complying with the provisions of this Agreement and fulfilling their obligations as outlined in this Agreement.

9.2 The Commonwealth is responsible for:

- a) providing funding under this Agreement for Caring for our Country;
- b) making decisions on the Commonwealth's investments;
- c) setting Caring for our Country targets and outcomes;

- d) seeking to encourage linkages between the implementation of the Commonwealth's National Priority Areas for Investment and Territory priorities;
- e) developing a single portal to streamline program delivery;
- f) developing a business plan to guide investments; and
- g) reporting annually on outcomes of Caring for our Country.

9.3 The Territory is responsible for:

- a) managing funding and delivery arrangements with Proponents (including Regional NRM Bodies) to ensure that investments are efficiently and effectively delivered;
- b) managing the Caring for our Country Holding Account;
- c) ensuring that the Regional NRM Bodies and other Proponents maintain a high level of governance; and
- d) providing reporting information in an agreed timeframe and format to the Commonwealth to enable the Commonwealth to report annually on the outcomes of Caring for our Country.

## **10. MONITORING AND REPORTING ARRANGEMENTS**

10.1 The Parties agree that to assist the Commonwealth to monitor, evaluate and report on Caring for our Country investments, the Territory will ensure that the Proponent supplies data and information:

- a) to support outcome reporting, including annual reporting on Caring for our Country targets, outcomes and priorities;
- b) that provides for evaluation of Caring for our Country investments for impact, appropriateness, effectiveness, efficiency and legacy; and
- c) where relevant and available, incorporates monitoring the 'state of' and 'trend in' resource condition data generally and specifically to support the Commonwealth to report on and evaluate the outcomes of Caring for our Country.

10.2 The Parties agree that in relation to Caring for Our Country investments, the Territory will ensure that the Proponent applies Monitoring, Evaluation, Reporting and Improvement Reporting principles to all programs, consistent with the Commonwealth Government National Natural Resource Management Monitoring, Evaluation, Reporting and Improvement Framework.

## **11. COMMUNITY SKILLS, KNOWLEDGE AND ENGAGEMENT**

11.1 The Parties acknowledge that the key outcomes of the Commonwealth investing in 'enhancing community skills, knowledge and engagement', one of the National Priority Areas, is to enhance the communities ability to apply: business improvement and governance; knowledge, communication and learning; and participation and partnerships across the NRM community to take collaborative action toward improving the condition of our land, water and biodiversity assets.

## **12. COMMUNICATION AND PROMOTION**

12.1 The Parties agree that acknowledgement will be given to the Commonwealth for investments made by the Commonwealth through Caring for our Country under this Agreement. The Commonwealth's requirements, as periodically updated, in relation to acknowledgment, announcements, logos or badging on any promotional material, including but not limited to any publication, article, newsletter, brochure, other literary work, website, sign, poster and other material or literary work produced under Caring for our Country; and at relevant forums, conferences, functions and events, are set out at [www.nrm.gov.au](http://www.nrm.gov.au).

12.2 The Parties agree that acknowledgement will be given to the Territory for investments made by the Territory that complement Caring for our Country under this Agreement.

## **PART 3: FINANCIAL ARRANGEMENTS**

### **13. FUNDING ARRANGEMENTS**

13.1 Subject to Parliamentary appropriation, in 2008-09 the Commonwealth will provide Funding to the Territory consisting of:

- a) base level funding of \$900,000 for the ACT NRM Council, which represents no less than 60% of the long term average annual allocation provided by the Commonwealth under the previous NHT2 and NAP Programs; and
- b) transitional funding of \$450,000 to the ACT NRM Council to assist transition to Caring for our Country.

13.2 The Commonwealth may also provide funding to the Territory during the term of this Agreement consisting of:

- a) additional funds ('Non-Quarantined Funds'), for which the Commonwealth will develop a delivery mechanism; and
- b) implementation of Election Commitment funding, the amount of which is to be decided during the term of this Agreement; and
- c) such other funds as the Commonwealth decides.

Where the Commonwealth determines that funding of the types referred to in this clause 10.2 will be provided to the Territory, the Parties agree that this will be provided through an exchange of letters between officials and delivered in accordance with the terms and conditions of this Agreement.

13.3 The Parties agree that while there is no longer a requirement to measure and insist on matching funds between Parties, the Territory will continue to contribute financial and in-kind support for environmental and natural resource management that is at least equivalent to that provided under Previous Bilateral Agreements.

13.4 The Parties acknowledge that as a statement of commitment, the Territory will provide cash funding of \$450,000 during the term of this Agreement towards its commitment to environmental and natural resource management in the Territory. The Territory will contribute to the outcomes of Caring for our Country including achieving the level of outcomes outlined in Schedule 1.

13.5 The Parties acknowledge that the Commonwealth's National Partnership Payments are likely to be introduced in 2008-2009 and operational arrangements contained in this Agreement may need to be reviewed and amended to meet these new requirements.

### **14. PAYMENT OF COMMONWEALTH GOVERNMENT FUNDING**

14.1 Unless otherwise agreed in writing by the Parties, the Commonwealth will pay Funds into the Caring for our Country Holding Account in the amounts specified in the Payment Schedule and at the following times:

- a) Payment 1 must be paid by 14 July 2008;
- b) Payment 2 must be paid by 1 December 2008; and
- c) Payment 3 must be paid by 15 February 2009.

The Regions and Programs on which the Funds are to be expended are specified in the Schedules.

### **Caring for our Country Holding Account**

14.2 Unless otherwise agreed in writing by the Parties, the Territory will use the Caring for our Country Holding Account to separately record and account for all funding transactions made under this Agreement.

14.3 The Territory must ensure that the Caring for our Country Holding Account is an interest bearing account and will be responsible for the administration of funds in the Caring for our Country Holding Account in accordance with this clause 14.

14.4 Any interest earned on the Caring for our Country Funds held in Caring for our Country Holding Account will be retained in the Caring for our Country Holding Account and reallocated by the Commonwealth to contribute to Caring for our Country priorities.

#### **Administration of the Funds from the Caring for Our Country Holding Account**

14.5 The Parties agree that the Commonwealth will be responsible for:

- a) authorising the release of Caring for our Country Funds from the Caring for our Country Holding Account;
- b) reviewing six-monthly financial-milestone reports submitted by each Proponent for each Program being undertaken by that Proponent in accordance with the relevant Schedules; and
- c) reviewing annual performance reports submitted by each Proponent in relation to each Program being undertaken by that Proponent in accordance with the relevant Schedules.

14.6 The Parties agree that the Territory must not pay the Caring for our Country Funds out of the Caring for our Country Holding Account unless the Commonwealth has provided the Territory with a written authorisation to do so.

14.7 Unless otherwise agreed in writing by the Parties, the Territory will be responsible for making payments of Caring for our Country Funds out of the Caring for our Country Holding Account to Proponents within 21 days of receiving the Commonwealth's written authorisation referred to in Clause 14.6

14.8 Caring for our Country Funds released from the Caring for our Country Holding Account for the delivery of the Programs outlined in the Schedules to this Agreement must be paid to Proponents in accordance with signed Proponent Agreements.

14.9 Release of the Caring for our Country Funds from the Caring for our Country Holding Account for a Program may be deferred until the Milestones or other agreed actions for that Program have been completed to the satisfaction of the Commonwealth.

14.10 Any overpayments to a Proponent made by the Territory from the Caring for our Country Holding Account must be recovered by the Territory and returned to the Caring for our Country Holding Account. The returned funds may be reallocated to Alternative Programs as approved by the Commonwealth.

14.11 The Territory must recover from Proponents any Funds that have not been spent on a Program or have been misspent and deposit the returned Funds into the Caring for our Country Holding Account. Those returned Funds may be reallocated to Alternative Programs as approved by the Commonwealth.

### **15. REGIONAL DELIVERY ARRANGEMENTS**

15.1 The Territory must, within 30 days from the date of the Agreement, or at such other time as the Parties agree, enter into Proponent Agreements with Proponents for all of the Programs outlined in the Schedules to this Agreement. The Proponent Agreements must be consistent with all the conditions and reporting requirements of this Agreement.

15.2 Prior to the Territory entering into a Proponent Agreement with a Proponent, the Territory must ensure that the Proponent:

- a) has the capacity to manage the Program and monitor expenditure in accordance with sound accounting practices; and
- b) satisfies all of the relevant terms and conditions set out in this Agreement and any other term and conditions that may apply to the program from time to time.

15.3 The Proponent Agreements must provide that:

- a) the Proponents will perform, or procure the performance of, all of the Programs;
- b) the Proponents will achieve, or procure the achievement of, the Milestones, the Targets and the Expected Outcomes;
- c) the Territory will pay the Funds allocated to a Program or Programs specified in Schedules to the Proponent on the achievement of the Milestones for the Program or Programs;
- d) If the Proponent intends to engage a third party to perform the Program or Programs, and the same Proponent has previously engaged the same third party to perform an activity under NHT2, NAP or NLP that has been completed, the third party must provide a complete acquittal of all prior funds before it receives any funds under the current Agreement; and
- e) the Proponent Agreement may be terminated by the Territory if this Agreement is terminated.

15.4 Where the Milestones for a Program are not specified in the Schedules, the Parties shall agree in writing on the Milestones and Targets for each such Program within 60 days of the commencement of this Agreement. Once agreed, the Milestones and Targets shall be taken to be included in the Schedules. In the event that the Parties do not agree on the Milestones or Targets for a Program, any Funds which have been paid into the Caring for our Country Holding Account for the purpose of that Program shall be retained in that Account and reallocated to Alternative Programs as approved by the Commonwealth.

15.5 The Territory must not enter into a Proponent Agreement in respect of a Program unless the Expected Outcomes for that Program as specified in the Schedule for that Program are reflected in the Proponent Agreement. Milestones and targets may be included in Proponent agreements following agreement by the Parties consistent with clause 15.4

## **16. AUDITING, REPORTING AND ACQUITTAL REQUIREMENTS**

16.1 The Territory must provide to the Commonwealth, by 30 September each year in respect of the financial year ending on the previous 30 June, an Annual Financial Statement for the Caring for our Country Holding Account audited by an Independent Auditor. The audited Annual Financial Statement must include:

- a) all Funds received into the Caring for our Country Holding Account;
- b) all Funds paid out of the Caring for Our Country Holding Accounts by Proponent and Program;
- c) interest accrued in the Caring for our Country Holding Account;
- d) Any monies returned or recovered from the Proponents and deposited back into the Caring for our Country Holding Account; and
- e) a certification signed by the Certifying Officer stating that, in the opinion of the Certifying Officer, the amounts shown on the statement were spent in accordance with this Agreement.

16.2 The Territory must ensure that the Proponent Agreements made with each Proponent includes a requirement that each Proponent must submit to the Territory agency, for submission to the Commonwealth, covering all Programs:

- a) six-monthly financial-milestone reports by 31 January and 31 July;
- b) an annual performance report against expected outcomes and Caring for our Country Targets and outcomes by 31 July, subject to subclause (d);



- c) an annual financial report audited by an Independent Auditor by 30 September; and
- d) a final report and acquittal for Programs which do not receive continued funding in 2009-10 within 30 days of completion of the Program . This report will replace the 31 July performance report outlined in clause 16.2(b) if the report is going to be received by the Commonwealth before 30 September.

The format of each report will be provided by the Commonwealth by 30 September 2008 and will, in relation to achievement and final reports include a requirement for monitoring and reporting as per Clause 10.

16.3 Proponents who are to receive ongoing funding and have failed to submit the required reports or acquittals referred to in clause 16.2, or have submitted inadequate information must be advised by the Territory that they will not be paid any further. Funds until the reports or acquittals have been satisfactorily completed.

16.4 The Territory must ensure that the Proponent Agreements made with each Proponent includes a requirement that a copy of the final report in clause 16.2(d) above for each Program is forwarded directly to the Commonwealth.

## **17. PROGRAM MATERIAL, ASSETS AND INTELLECTUAL PROPERTY**

17.1 For Programs undertaken by the Proponent, the Intellectual Property in Program Material created under or in connection with this Agreement vests on its creation in the Proponent. The Territory will ensure that Proponents grant to the Commonwealth an irrevocable, royalty-free, world wide, non-exclusive licence (including the right to sub-licence) to use, reproduce, adapt and exploit the Program Material.

17.2 The Territory must ensure that the Commonwealth is provided with a copy of all Program Material upon request.

17.3 Ownership of Intellectual Property in any Pre-existing Material owned by the Commonwealth, the Territory, Proponent or a third party is unaffected by clause 17.1, unless otherwise agreed by the Territory, the Commonwealth and any relevant third party.

17.4 Unless otherwise agreed between the Parties, Assets required for Program implementation and acquired with Caring for our Country Funds, shall be deemed to be the property of the Proponent, provided that they are used to advance the objectives of the Caring for our Country as applicable following completion of the Program. For Commonwealth monitoring purposes, the Territory must ensure that the Proponent maintains a register of Assets in accordance with its own accounting practices for assets acquired under this Agreement.

17.5 To the extent that Program Material or Pre-existing Material comprises traditional Indigenous knowledge that is culturally sensitive to Indigenous groups, the Parties agree that they will not disclose such material to persons or bodies outside the Commonwealth or the Territory without the agreement of the relevant Indigenous groups.

## **18. BOOKS AND RECORDS**

18.1 The Territory must ensure, by including suitable provisions in the Proponent Agreement, that the Proponent:

- a) keeps and must require its contractors to keep adequate books and records in sufficient detail to enable the amounts of Funds payable by the Territory to the Proponent to be determined separately;
- b) retains for a period of six years after termination or expiration of the Proponent Agreement books and records relating to the provision of the Funds;

- c) allows the Commonwealth and its representatives, at reasonable times, to audit (including examine and copy) material in the possession of the Proponent which is relevant to this Agreement (including the Proponent's books and records); and
- d) gives full and accurate answers to any questions the Commonwealth or its representatives may have concerning the books or records relating to this Agreement and provides all assistance reasonably requested by the Commonwealth in respect of any inquiry into or concerning the Proponent Agreement or the Program.

18.2 The Territory must:

- a) keep and require its contractors to keep adequate books and records in sufficient detail to enable amounts of Funds payable by the Commonwealth under this Agreement to be separately determined;
- b) retain for a period of six years after termination or expiration of this Agreement all books and records relating to the provision of Funds to the Territory;
- c) allow the Commonwealth and its representatives, at reasonable times, to audit (including examine and copy) material in the possession of the Territory which is relevant to a Proponent Agreement;
- d) give full and accurate answers to any questions the Commonwealth or its representatives may have concerning any books or records relating to this Agreement and provide all assistance reasonably requested by the Commonwealth in respect of any inquiry into or concerning a Proponent Agreement or this Agreement. For these purposes an inquiry includes any administrative or statutory review, audit or inquiry (whether with or external to the Commonwealth), and request for information directed to the Commonwealth, and any inquiry conducted by Parliament or a Parliamentary committee.

## **19. TAXES, DUTIES AND GOVERNMENT CHARGES**

19.1 Subject to this clause 19, all taxes, duties and government charges imposed or levied in Australia or overseas, including any GST, in connection with this Agreement must be borne by the Party as specified in relevant legislation.

19.2 Unless otherwise indicated, all consideration for any supply made under this Agreement is exclusive of any GST imposed on the supply.

19.3 If one party (supplier) makes a taxable supply to the other party (recipient) under this Agreement the recipient on receipt of a tax invoice from the supplier must pay without setoff an additional amount to the supplier equal to the GST imposed on the supply in question.

19.4 No party may claim or retain from the other party any amount in relation to a supply made under this Agreement for which the first party can obtain an input tax credit or decreasing adjustment.

## **PART 4 OPERATIONAL ARRANGEMENTS**

20.2 In this Agreement, unless the contrary intention appears:

- a) reference to an individual or person includes a corporation or other legal entity or, where a person is nominated, the individual occupying that position;
- b) words in the singular number include the plural and words in the plural number include the singular;

- c) words importing a gender include any other gender;
- d) all references to clauses are clauses in this Agreement unless specified;
- e) all references to dollars are to Australian dollars and this Agreement uses Australian currency and are exclusive of GST unless otherwise stated;
- f) reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth or the Territory as the context requires, and if it has been or is amended, is a reference to that statute or other legislation as amended; and
- g) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning; and other words and expressions used in this Agreement will, so far as is applicable, have the meanings attributed to them by definitions in the Act.

20.3 The Schedules form part of this Agreement. If there is any inconsistency between the clauses of this Agreement and the Schedules, the following order of precedence applies:

- a) the terms and conditions contained in the clauses of this Agreement; then
- b) the Schedules.

20.4 Subject to clause 20.5, this Agreement may only be varied by agreement of both Parties in writing.

20.5 The Territory may, with the agreement of the Commonwealth Project Officer in writing, vary:

- a) Payment Schedules, (but not the total funding for the Programs);
- b) Milestone due dates that do not extend the final completion date of the Programs;
- c) Milestones that do not alter the Expected Outcomes of the Programs;

### **Review of Program**

20.6. The Commonwealth may at any time review the progress of a Program and the Territory shall cooperate in any such review.

20.7 Where the Commonwealth considers that the performance of a Program has not fulfilled the conditions of this Agreement, and the Territory cannot resolve the matter with the Proponent, and the Parties, following discussion, have not been able to renegotiate the Program so as to achieve a satisfactory result, the Program may be terminated in accordance with clause 20.8.

20.8, Subject to clause 20.7, a Program may be terminated by the Commonwealth by written notice to the Territory. Where the Territory receives such a notice it shall recover from the relevant Proponent all Funds provided to the Proponent that have not been expended by the Proponent or which the Proponent has misspent and return those Funds to the Caring for Country Holding Account.

20.9 This does not include Funds legally committed for expenditure in accordance with the Proponent Agreement before the date of the Commonwealth's notice.

20.10 Such recovered Funds along with any other Funds held in the Caring for Country Holding Account in respect of that Program may be reallocated to Alternative Programs as approved by the Commonwealth.

### **Dispute Resolution**

20.11 The Parties agree that any dispute arising during the course of this Agreement is to be dealt with as follows:

- a) the Party claiming that there is a dispute will send the other written notice setting out the nature of the dispute; and
- b) the Parties will try to resolve the dispute through direct negotiation by persons who have the authority to resolve the dispute.

20.12 If the Parties representatives are unable to resolve the dispute, the Parties will refer the dispute to the Commonwealth Minister and the Territory Minister for resolution.

### **Termination**

20.13 If the Commonwealth Minister and the Territory Minister are unable to resolve a dispute in accordance with clause 20.11, the Agreement will be terminated three (3) months after the Commonwealth or Territory Minister notifies the other Party's Minister of their intention to terminate.

### **Recovery of Unspent Funds**

20.14 If the Agreement is terminated under clause 20.11, or otherwise ends, the Territory must recover from Proponents any Funds that are unspent (other than Funds that have been legally committed for expenditure in accordance with a Proponent Agreement before the date of termination or ending agreement) or have been misspent and return those Funds, together with any other Funds remaining in the Caring for our Country Holding Account, to the Commonwealth.

### **Authority**

20.15 Any action which under this Agreement is required or permitted to be taken by a Party, other than which is specifically required to be taken by a Minister, may be taken by an officer who is authorised for that purpose.

### **Compliance with laws**

20.16 The Parties must, in carrying out their obligations under this Agreement, comply with the provisions of all relevant statutes, regulations, by-law and requirement of the Commonwealth and the Territory.

20.17 This Agreement may be signed in any number of counterparts which, when taken together, will constitute one instrument.

## **21 NOTICES**

21.1 Any notice, request or other communication to be given under this Agreement is to be in writing directed to the recipients address specified in clause 21.2.

21.2 The Parties notice details are:

The Commonwealth:

Australian Government Natural Resource Management Team  
GPO Box 787  
Canberra ACT 2601

The Territory:

Natural Resource Management Programs  
Sustainability Programs and Projects  
Department of Territory and Municipal Services  
GPO Box 158  
CANBERRA ACT 2601

22.1 In this Agreement, the following definitions apply unless a contrary intention appears within this Agreement.

<b>Program</b>	means a project or activity, or set of activities, listed in the Schedules to this Agreement ;
<b>Program Material</b>	means all Material created as part of or in performance of a Program, and includes new, enhanced or derived data;
<b>Agreement</b>	means this agreement and includes any Schedules and/or Attachments to this agreement;
<b>Alternative Programs</b>	means alternative programs approved in writing by the Commonwealth;
<b>Certifying Officer</b>	means the authorised officer of the Department of Territory and Municipal Services;
<b>Commencement Date</b>	means 1 July 2008;
<b>Culturally Sensitive</b>	means any traditional or cultural issue which in accordance with traditional laws and customs, including as advised by Aboriginal and Torres Strait Islander elders, is considered to be sensitive, or of a secret or sacred nature;
<b>Expected Outcomes</b>	means the outcomes that a Program is expected to achieve and are specified for each Program in the Schedule for that Program;
<b>Financial Agreement</b>	means an agreement entered between the Commonwealth and the Territory under the previous NHT2 and NAP Bilateral Agreements;
<b>Funding or Funds</b>	means the amount or amounts payable or paid under this Agreement by the Commonwealth for Caring for our Country Programs;
<b>GST</b>	has the meaning as given in clause 195-1 of the GST Act;
<b>GST Act</b>	means the A New Tax System (Goods and Services Tax) Act 1999 (Cth);
<b>Caring for Country Holding Account</b>	means the account established by the Territory for the delivery of Caring for our Country referred to in clause 14;
<b>Independent Auditor</b>	is a person who is member of the Institute of Chartered Accountants in Australia, the National Institute of Accountants, or CPA Australia, or who is registered as an auditor pursuant to the <i>Corporations Act 2001</i> (Cth);
<b>Intellectual Property</b>	includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks

	(including service marks), registered designs, and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, as well as traditional Indigenous knowledge but does not include moral rights;
<b>Investment</b>	means a payment of Funding, and/or any In-kind contributions directed at achieving Caring for our Country outcomes under this Agreement;
<b>Local Government</b>	means legally constituted Councils, Shires, Municipalities or other local authorities established under State legislation, including the State Government (under a two-tier government arrangement). This definition includes Deed of Government in trust bodies which are Aboriginal and Torres Strait Islander-run local governments;
<b>Material</b>	includes documents, equipment, software, goods, information and data stored by any means;
<b>Milestones</b>	Means the milestones for each Program specified in the Schedule for that Program or agreed in accordance with the procedure in clause 15.4;
<b>NAP</b>	means the National Action Plan for Salinity and Water Quality adopted by Commonwealth, Territory Governments between 2002 – 2008 to address salinity and improve water quality in priority areas;
<b>NHT2</b>	means the second phase of the Natural Heritage Trust (funding period 2002-03 to 2007-08);
<b>NRM</b>	means natural resource management, which includes any activity relating to the management of the use, development or conservation of one or more of the following natural resources: soil, water, vegetation, biodiversity or any other natural resource, including coastal and marine areas and World Heritage, Ramsar Wetlands and the natural values of nationally listed heritage places;
<b>NRM Facilitators</b>	means Australian Government NRM Facilitators and Indigenous Land Management Facilitators funded under Caring for our Country;
<b>NRM Region</b>	means the geographic regions for which NRM planning will be undertaken, and will include the coastal waters of the Territory and the sea-bed and subsoil beneath, and the airspace above;
<b>Party or Parties</b>	means the Commonwealth and the Territory who are signatories to this Agreement;
<b>Previous Bilateral Agreements</b>	refers to the Bilateral Agreements made between the Parties for the purposes of: the delivery of the second phase of the National Heritage Trust (known as the NHT Extension) on 27 March 2003 (NHT2 Bilateral

	Agreement); and the delivery of the National Action Plan for Salinity and Water Quality (NAP) on 20 December 2006 (NAP Bilateral Agreement);
<b>Project Officer</b>	means the Commonwealth officer responsible for the administration of this Agreement as nominated by the Commonwealth and notified to the State from time to time;
<b>Proponent</b>	means the organisation, including a regional NRM body, responsible for a Program;
<b>Proponent Agreement</b>	means the agreement between the Territory and a Proponent to deliver one or more approved Programs in accordance with this Agreement;
<b>Regional Investment Strategies</b>	means the document outlining the elements of a Regional NRM Plan for which Caring for our Country Funding is sought;
<b>Regional NRM Body</b>	means a regional body designated by the Parties for the purposes of Caring for our Country under clause 7;
<b>Regional NRM Plan</b>	means an integrated catchment/regional natural resource management ;
<b>Schedule</b>	means a schedule to this Agreement;
<b>Stakeholder</b>	includes persons, groups or institutions (including local, regional, state and Commonwealth government agencies) with interests in a policy, programme or project relevant to the delivery of Caring for our Country;
<b>Territory</b>	Territory that is a Party to this Agreement;
<b>State NRM Agency</b>	Environment Recreation Network Department of Territory and Municipal Services
<b>Targets</b>	Means a target specified by the Commonwealth for Caring for our Country
<b>Transitional Year</b>	Means the 2008-2009 Financial Year
<b>The Act</b>	means the <i>Natural Heritage Trust of Australia Act 1997</i> (Cth), as amended from time to time, unless otherwise specified;
<b>Term of this Agreement</b>	refers to the period described in clause 2;

EXECUTED as an agreement.

Signed for and on behalf of the COMMONWEALTH OF AUSTRALIA by:

The Honourable Peter Garrett MP, AM  
Minister for the Environment, Heritage and the Arts

The Honourable Tony Burke MP  
Minister for Agriculture, Fisheries and Forestry

Signed for and on behalf of the AUSTRALIAN CAPITAL TERRITORY by:

Mr Jon Stanhope MLA  
Minister for Environment, Water and Climate Change



## SCHEDULE No1: ACT NRM Region

Program Name	Program Description	Expected Outcomes	Total Commonwealth funding approved (\$)	*Payment 1 - on signature of this Agreement	*Payment 2 – on receipt by the Commonwealth of the 31 January Financial-Milestone report	*Payment 3 – on acceptance by the Commonwealth of the 31 January Financial-Milestone report	ACT Contribution
Land Keepers	<p>This program is on-going from the ACT's second Regional Investment Strategy and addresses water quality, biodiversity conservation and sustainable farming targets in non-urban landscapes consistent with addressing the targets in the ACT NRM Plan by:</p> <ul style="list-style-type: none"> <li>- establishing baseline location and condition information for endangered communities for all rural properties;</li> <li>- rehabilitating 80ha of fire damaged areas in the Cotter catchment, ACT's primary water catchment, using existing community and government partnerships;</li> <li>- enhancing riparian corridors in the Murrumbidgee and Molonglo catchments with incentives for fencing and off-stream watering points;</li> <li>- building community capacity through training days, flora and fauna surveying, field days, seed collection, propagation and planting activities with a focus on conservation of endangered species; and</li> <li>- establishing collaborative partnerships with Landcare networks, catchment management authorities and/or NSW State agencies on catchment wide and bioregional focused initiatives.</li> </ul>	<p><u>Biodiversity:</u></p> <ul style="list-style-type: none"> <li>- Potential impact of climate change on endangered species and communities assessed and options for mitigation developed.</li> <li>- 40 ha of EPBC listed grassland and woodland communities protected in non-urban areas.</li> <li>- 80 ha of biodiversity enhanced in fire damaged areas.</li> <li>- Regional wildlife corridors identified and prioritized for bioregional linkages.</li> <li>- Seed production and storage of threatened species and communities increased by 10%.</li> </ul> <p><u>Critical aquatic habitat:</u></p> <ul style="list-style-type: none"> <li>- 40 ha of riparian zones in the Murrumbidgee and Molonglo catchments fenced.</li> </ul> <p><u>Sustainable farm practices:</u></p> <ul style="list-style-type: none"> <li>- Strategy developed for determining rural soil health and land capability.</li> <li>- NRM actions that meet national priorities and ACT NRM targets on 20 properties in accordance with current Land Management Agreements.</li> <li>- Science-based information produced on opportunities for on-farm reduction in carbon emissions and increased carbon storage through improved farming practices.</li> </ul> <p><u>Community engagement:</u></p> <ul style="list-style-type: none"> <li>- 10% increase in community participation in landscape recovery through seed collection, propagation, planting, aftercare and monitoring.</li> <li>- Baseline data collected on the Indigenous ACT community and their skills, knowledge and capacity to be engaged in NRM activities.</li> <li>- A strong working relationship has been developed with key ACT Indigenous organizations, guided by an appropriate protocol.</li> </ul>	\$586,500	\$351,900	\$117,300	\$117,300	\$190,000

Program Name	Program Description	Expected Outcomes	Total Commonwealth funding approved (\$)	*Payment 1 - on signature of this Agreement	*Payment 2 – on receipt by the Commonwealth of the 31 January Financial-Milestone report	*Payment 3 – on acceptance by the Commonwealth of the 31 January Financial-Milestone report	ACT Contribution
Bush Capital	<p>Canberra, as Australia's national capital has enjoyed the description of the 'bush capital'. This program is on-going from the ACT's second regional investment strategy and aims to address biodiversity conservation (e.g. EPBC listed natural temperate grasslands and grassy box-gum woodlands), water quality and capacity building by providing stewardship incentives, education programs and on-ground activities to a broad cross-section of the ACT and surrounding community. The program will continue to provide education and awareness raising information and community support to:</p> <ul style="list-style-type: none"> <li>-increase participation rates (currently about 16,000 ACT residents) through on-ground NRM activities such as tree planting, weeding, flora and fauna surveys that target EPBC listed ecological communities and water quality monitoring;</li> <li>-build cross border relationships with all levels of government; business, Landcare and the community to encourage participation in the conservation and recovery of endangered flora and fauna;</li> <li>-increase broader urban community awareness of NRM issues and progress in meeting ACT NRM targets as outlined in the ACT NRM plan, through communication initiatives in the popular media and through community events and the arts; and</li> <li>-build collaborative partnerships with the community, business sector and government agencies through a multifaceted approach involving shared investment.</li> </ul>	<p><u>Biodiversity:</u></p> <ul style="list-style-type: none"> <li>- 40ha of endangered grassland and woodland protected and enhanced.</li> <li>- 40km of the urban interface mapped and this data used to guide future management.</li> <li>- Model developed for managing urban-bush interfaces and in the planning of future urban developments.</li> </ul> <p><u>Critical aquatic habitat:</u></p> <ul style="list-style-type: none"> <li>- Improved water quality and extent of wetland condition through rehabilitation, threat reduction in accordance with indicators the ACT management plan.</li> </ul> <p><u>Community knowledge skills and engagement:</u></p> <ul style="list-style-type: none"> <li>- Revegetation guidelines and standards developed.</li> <li>- NRM knowledge management strategy developed.</li> <li>- Land and property developers understand the targets and actions in the ACT NRM Plan.</li> <li>-Surveying of community attitudes before and after program implementation to indicate an increased understanding of targets and priority actions in the ACT NRM Plan.</li> </ul>	\$402,000.00	\$241,200	\$80,400	\$80,400	\$135,000

Program Name	Program Description	Expected Outcomes	Total Commonwealth funding approved (\$)	*Payment 1 - on signature of this Agreement	*Payment 2 – on receipt by the Commonwealth of the 31 January Financial-Milestone report	*Payment 3 – on acceptance by the Commonwealth of the 31 January Financial-Milestone report	ACT Contribution
Natural Challenges	<p>This program is on-going from ACT's second Regional Investment Strategy addressing critical knowledge gaps and continuing conservation and recovery of EPBC listed flora, fauna and ecological communities, including the Northern Corroboree Frog, Macquarie Perch, Two Spined Blackfish, Trout Cod and Latham's Snipe. The listed ecological communities include natural temperate grasslands and grassy box gum woodlands. The program will:</p> <ul style="list-style-type: none"> <li>- support applied scientific research that assesses ecological function of threatened grassy woodland ecosystems resulting in appropriate management regimes;</li> <li>- continue rehabilitation of fire affected peat bogs in Ramsar listed wetlands;</li> <li>- continue captive breeding program for the EPBC listed Northern Corroboree Frog;</li> <li>- control invasive flora and fauna species, in national parks, particularly sensitive alpine areas;</li> <li>- facilitate across jurisdictional alpine-wide collaborations to conserve sensitive alpine habitats;</li> <li>- value-add to existing research to integrate information on Canberra's ecological footprint into planning and development models;</li> <li>- develop a condition assessment tool for ACT waterways; and</li> <li>- support scientific surveys and water monitoring programs that identify water quality 'hot-spots' in the ACT.</li> </ul>	<p><u>Biodiversity:</u></p> <ul style="list-style-type: none"> <li>- Improved scientific knowledge of diversity and functioning of grasslands incorporated into management regimes.</li> <li>- An ecological character assessment of Ramsar wetlands has been completed to meet international obligations.</li> <li>- Increased captive and wild populations of Northern Corroboree Frogs as per benchmark indicated in recovery plan</li> <li>- The World Heritage values of alpine and sub-alpine areas have been protected through a reduction in feral pigs numbers as per standards set in the Namadgi Park Management Plan.</li> </ul> <p><u>Critical aquatic habitats:</u></p> <ul style="list-style-type: none"> <li>- Restoration of ecosystem services in sphagnum bogs has improved water quality to meet Australian Water Quality Management Strategy for sub-alpine wetlands.</li> <li>- The capacity to manage ACT waterways has been enhanced through the development and application of a waterway assessment tool and Ramsar wetlands character assessments.</li> </ul> <p><u>Community knowledge</u></p> <ul style="list-style-type: none"> <li>- Information products, underpinned by scientific research, on knowledge of threatened species, ecological communities, environmental flows and urban ecological function shared cross-regionally, nationally and internationally.</li> </ul> <p><u>National reserve system:</u></p> <ul style="list-style-type: none"> <li>- Threatened flora and fauna in Namadgi National Park protected in accordance with the Namadgi National Park Management Plan.</li> <li>- Indigenous co-management of Namadgi National Park implemented</li> </ul>	\$361,500.00	\$216,900	\$72,300	\$72,300	\$125,000
TOTAL			\$1,350,000				\$450,000

\* The default payments are 60% for Payment 1; 20% for payment 2; 20% for payment 3 although this may be varied if the program can demonstrate high early Program funding needs.