
**Interim Agreement
between the Commonwealth of Australia
and the Northern Territory of Australia for
Implementation of Caring for our Country**

This Agreement is made between the Commonwealth of Australia ('the Commonwealth') and the Northern Territory of Australia ('the Northern 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 initiative, 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, and 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:
- i **a national reserve system**, including an enhanced National Reserve System and implementing the 2007 election commitment for Indigenous Protected Areas;
 - ii **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;
 - iii **coastal environments and critical aquatic habitats**, including implementing the election commitments for the Reef Rescue, Coast Care, Gippsland Lakes and Tuggerah Lakes;
 - iv **sustainable farm practices**, including Landcare and land management change;
 - v **natural resource management in remote and northern Australia**; and
 - vi **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 Northern Territory during the 2008-09 financial year.
- F. In entering this Agreement, the Commonwealth and the Northern 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 Northern Territory is also doing in the area of improving its natural resources; and
 - b) the Northern Territory has priority areas of investment which may not align exactly with 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 activities 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 NRM Board (NT) Inc. and Northern Territory Government agencies for the 2008-09 Transitional Year.

2. TERM OF THIS AGREEMENT

- 2.1 This Agreement will commence on signing and continue until 31 December 2009, unless the Parties agree to terminate this Agreement in accordance with clause 19.12.
- 2.2 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.
- 2.3 Upon signing of this Agreement by all Parties this Agreement will be a public document and will be placed on the relevant Commonwealth and Northern Territory websites.

3. REPRESENTATION

- 3.1 The Commonwealth shall be represented for the purposes of this Agreement by the Hon Peter Garrett AM MP, Minister for the Environment, Heritage and the Arts, and the Hon Tony Burke MP, Minister for Agriculture, Fisheries and Forestry.
- 3.2 The Northern Territory of Australia shall be represented for the purposes of this Agreement by the Hon Alison Anderson MLA, Minister for Natural Resources, Environment and Heritage and the Hon Konstantine Vatskalis MLA, Minister for Primary Industry, Fisheries and Resources.

4. PREVIOUS NATURAL HERITAGE TRUST (NHT) AND NATIONAL ACTION PLAN FOR SALINITY AND WATER QUALITY (NAP) 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 to:
- 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 National Priority Areas;
 - 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 Northern Territory priorities.
- 5.3 The parties agree to use their best endeavours to operate within the principles listed in section 5.1 and 5.2.

6. COMMONWEALTH ARRANGEMENTS

- 6.1 The Parties acknowledge that the Commonwealth's intention is that Caring for our Country will be an integrated initiative, 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 clause 12 by the Commonwealth for regional NRM bodies for the delivery of Caring for our Country national priorities as specified at Preamble C;
- f) a mechanism to enable access to 'additional funds' under Caring for our Country to any legal entity, including Northern Territory Government 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 States/Territories and regional NRM bodies 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 NRM Board (NT) Inc. 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 national priorities.
- 7.3 The Parties acknowledge that existing Regional NRM Plans and Regional Investment Strategies for 2008-09 will be used to determine investments that best complement and contribute to the Commonwealth's national priorities and outcomes.

8. NORTHERN TERRITORY ARRANGEMENTS

- 8.1 When deciding on investments to be made by the Northern Territory towards existing regional investments the Commonwealth acknowledges that the Northern Territory may have additional priority areas and outcomes to those of the Commonwealth identified in this Agreement.

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 Northern Territory priorities;
 - e) developing a single Commonwealth portal to streamline program delivery;

- f) developing a business plan to guide 2009-10 and subsequent years' investments; and
- g) reporting annually on outcomes of Caring for our Country.

9.3 The Northern Territory is responsible for:

- a) managing Funding and delivery arrangements with Proponents (including NRM Board (NT) Inc.) to ensure that investments are efficiently and effectively delivered;
- b) managing the Caring for our Country Holding Account;
- c) ensuring that the NRM Board (NT) Inc. 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 Parties will work cooperatively with Proponents to ensure the following data and information is supplied:

- 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 Parties will work cooperatively with Proponents to apply monitoring, evaluation, reporting and improvement reporting principles to all Activities, consistent with the Australian Government National NRM Monitoring, Evaluation, Reporting and Improvement Framework.

11. COMMUNICATION AND PROMOTION

11.1 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 acknowledgement, 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.

- 11.2 The Parties agree that acknowledgement will be given to the Northern Territory for investments made through Caring for our Country under this Agreement where funding and/or in-kind contributions are provided by the Northern Territory. Such acknowledgement will be in the form of use of logos and media releases.
- 11.3 The Parties would advise each other in advance of relevant announcements and other promotional activities.

PART 3: FINANCIAL ARRANGEMENTS

12. FUNDING ARRANGEMENTS

- 12.1 Subject to Parliamentary appropriation, in 2008-09 the Commonwealth will provide Funding to the Northern Territory consisting of:
- a) base level funding of \$3.6 million (GST exclusive) to the NRM Board (NT) Inc., 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 \$675 000 (GST exclusive) to the NRM Board (NT) Inc., to assist transition to Caring for our Country.
- 12.2 The Commonwealth may also provide funding to the Northern Territory during the term of this Agreement consisting of:
- a) 'Additional 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.
- 12.3 Where the Commonwealth determines that funding of the types referred to in clause 12.2 will be provided to the Northern 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.
- 12.4 The Parties agree that while there is no longer a requirement to measure and insist on matching funds between Parties, the Northern Territory will continue to contribute financial and in-kind support for environmental and NRM that is commensurate with that provided under Previous Bilateral Agreements.
- 12.5 The Parties acknowledge that as a statement of commitment, the Northern Territory will provide cash funding of \$112 000 (GST exclusive) during the term of this Agreement towards its commitment to environmental and NRM in the Northern Territory. This cash funding amount will be apportioned to administration for the NRM Board (NT) Inc.

- 12.6 The Parties acknowledge that the Commonwealth's National Partnership Payments are likely to be introduced in 2008-09 and operational arrangements contained in this Agreement may need to be reviewed and amended to meet these new requirements.

13. PAYMENT OF COMMONWEALTH GOVERNMENT FUNDING

- 13.1 Unless otherwise agreed in writing by the Parties, the Commonwealth will pay Funds into the Caring for our Country Holding Account at the times and in the amounts specified in the Schedules to this Agreement. The Programs and Activities on which the Funds are to be expended are specified in the Schedules to this Agreement.

Caring for our Country Holding Account

- 13.2 Unless otherwise agreed in writing by the Parties, the Northern Territory will use the Caring for our Country Holding Account to separately record and account for all funding transactions made under this Agreement.
- 13.3 The Northern 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 13.
- 13.4 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 National Priority Areas.

Administration of the Funds from the Caring for our Country Holding Account

- 13.5 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 and milestone reports submitted by each Proponent for each Activity being undertaken by that Proponent in accordance with the relevant Schedules to this Agreement; and
 - c) reviewing annual performance reports submitted by each Proponent in relation to each Program Activity being undertaken by that Proponent in accordance with the relevant Schedules to this Agreement.
- 13.6 The Parties agree that the Northern 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 Northern Territory with written authorisation to do so.

- 13.7 Unless otherwise agreed in writing by the Parties, the Northern Territory will be responsible for making payments from the Caring for our Country Holding Account to Proponents within 21 days of receiving the Commonwealth's written authorisation referred to in clause 13.6.
- 13.8 Caring for our Country Funds released from the Caring for our Country Holding Account for the delivery of the Program Activities outlined in the Schedules to this Agreement must be paid to Proponents in accordance with signed Proponent Agreements.
- 13.9 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 Program Activities have been completed to the satisfaction of the Commonwealth.
- 13.10 Any overpayments to a Proponent made by the Northern Territory from the Caring for our Country Holding Account must be recovered by the Northern 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.
- 13.11 The Northern Territory must recover from Proponents any Funds that have not been spent on an Activity 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.

14. REGIONAL DELIVERY ARRANGEMENTS

- 14.1 The Northern Territory must, within 90 days from the date of this Agreement, or at such other time as the Parties agree, enter into Proponent agreements with Proponents for all of the Program Activities outlined in the Schedules to this Agreement. The Proponent agreements must be consistent with all the conditions and reporting requirements of this Agreement.
- 14.2 Prior to the Northern Territory entering into a Proponent Agreement with a Proponent, the Northern 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.
- 14.3 The Proponent Agreements must provide that:
- a) the Proponents will perform, or procure the performance of, all of the Program Activities;

- b) the Proponents will achieve, or procure the achievement of, the Milestones, the Targets and the Expected Outcomes for the specified Activities;
- c) the Northern Territory will pay the Funds allocated to an Program or Programs specified in Schedules to this Agreement to the Proponent on the achievement of the Milestones for the Program Activities;
- 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 financial acquittal of all prior funds before it receives any funds under the current Agreement; and
- e) the Proponent Agreement may be terminated by the Northern Territory if this Agreement is terminated.

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

14.5 The Northern Territory must not enter into a Proponent Agreement in respect of an Activity unless the Expected Outcomes for that Activity as specified in the Schedule for that Program are reflected in the Proponent Agreement. Milestone and targets may be included in Proponent Agreements following agreement by the Parties consistent with clause 14.4.

15. AUDITING, REPORTING AND ACQUITTAL REQUIREMENTS

- 15.1 The Northern 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.
- 15.2 The Northern Territory must ensure that the Proponent Agreements made with each Proponent include a requirement that each Proponent must submit to the Northern Territory, for submission to the Commonwealth, covering all Activities:
- a) financial and milestone reports by 30 April 2009 and 31 July 2009;
 - b) an annual performance report against expected outcomes and Caring for our Country Targets and outcomes by 31 July 2009, subject to subclause (d);
 - c) an annual financial report audited by an Independent Auditor by 30 September 2009; and
 - d) a final report and financial acquittal for Activities which do not receive continued funding in 2009-10 within 30 days of completion of the Activity. This report will replace the 31 July 2009 milestone report outlined in clause 15.2(a) if the final report is received by the Commonwealth before 31 January 2010.
 - e) 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.
- 15.3 Proponents who are to receive ongoing funding and have failed to submit the required reports or acquittals referred to in clause 15.2, or have submitted inadequate information must be advised by the Northern Territory that they will not be paid any further Funds until the reports or financial acquittals have been satisfactorily completed.
- 15.4 The Northern Territory must ensure that the Proponent Agreements made with each Proponent include a requirement that a copy of the final report in clause 15.2(d) above for each Activity is forwarded to the Commonwealth via the Northern Territory Government through the lead agency, Department of Natural Resources, Environment, the Arts and Sport.

16. ACTIVITY MATERIAL, ASSETS AND INTELLECTUAL PROPERTY

- 16.1 For Activities undertaken by the Proponent, the Intellectual Property in Activity Material created under or in connection with this Agreement vests on its creation in the Proponent. The Northern 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 Activity Material.
- 16.2 The Northern Territory must ensure that the Commonwealth is provided with a copy of all Activity Material upon request.
- 16.3 Ownership of Intellectual Property in any Pre-existing Material owned by the Commonwealth, the Northern Territory, Proponent or a third party is unaffected by clause 16.1, unless otherwise agreed by the Northern Territory, the Commonwealth and any relevant third party.
- 16.4 Unless otherwise agreed between the Parties, assets required for Activity 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 Activity. For Commonwealth monitoring purposes, the Northern Territory must ensure that the Proponent maintains a register of assets in accordance with its own accounting practices for assets acquired under this Agreement.
- 16.5 To the extent that Activity 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 Northern Territory without the agreement of the relevant Indigenous groups.

17. BOOKS AND RECORDS

- 17.1 The Northern 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 Northern 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 with the Northern Territory government agreement, 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.

17.2 The Northern Territory must:

- a) keep and require its Proponents 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 Northern Territory;
- c) allow the Commonwealth and its representatives, at reasonable times, to audit (including examine and copy) material in the possession of the Northern 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.

18. TAXES, DUTIES AND GOVERNMENT CHARGES

- 18.1 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.

PART 4: OPERATIONAL ARRANGEMENTS

19. OPERATION OF THE AGREEMENT

- 19.1 During the term of this Agreement, the Parties will notify and consult each other on matters that come to their attention that may improve the operation of this Agreement.
- 19.2 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 Northern 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.

19.3 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 of this Agreement.

Variation

19.4 Subject to clause 19.5, this Agreement and its Schedules may only be varied by agreement of both Parties in writing.

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

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

Review of Activity

19.6 The Commonwealth may at any time review the progress of an Activity and the Northern Territory shall cooperate in any such review.

- 19.7 Where the Commonwealth considers that the performance of an Activity has not fulfilled the conditions of this Agreement, and the Northern Territory cannot resolve the matter with the Proponent, and the Parties, following discussion, have not been able to renegotiate the Activity so as to achieve a satisfactory result, the Activity may be terminated in accordance with clause 19.12.
- 19.8 Subject to clause 19.7, an Activity may be terminated by the Commonwealth by written notice to the Northern Territory. Where the Northern Territory receives such a notice it shall recover from the relevant Proponents 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 our Country Holding Account.
- 19.9 This does not include Funds legally committed for expenditure in accordance with the Proponent Agreement before the date of the Commonwealth's notice.
- 19.10 Such recovered Funds along with any other Funds held in the Caring for our Country Holding Account in respect of that Activity maybe reallocated to Alternative Programs as approved by the Commonwealth.

Dispute Resolution

- 19.11 The Parties agree to attempt to settle any dispute arising in connection with this Agreement in good faith by negotiation. Should the dispute remain unresolved the dispute shall be referred to a representative of each of the Parties at senior managerial level as soon as practicable to try to resolve the dispute. Should the dispute remain unresolved the dispute shall be referred to the Commonwealth and the Territory Minister(s) as soon as practicable to resolve.

Termination

- 19.12 If the Commonwealth Ministers and the Northern Territory Ministers are unable to resolve a dispute in accordance with clause 19.11, the Agreement will be terminated three (3) months after the Commonwealth or Northern Territory Ministers notify the other Party's Ministers of their intention to terminate.

Recovery of Unspent Funds

- 19.13 If the Agreement is terminated under clause 19.12, or otherwise ends, the Northern 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 the balance of funds for that Proponent Agreement remaining in the Caring for our Country Holding Account, to the Commonwealth.

Authority

- 19.14 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

- 19.15 The Parties must, in carrying out their obligations under this Agreement, comply with the provisions of all relevant statutes, regulations, by-laws and requirements of the Commonwealth and the Northern Territory.

Counterparts

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

20. NOTICES

- 20.1 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 20.2.

- 20.2** The Parties notice details are:

The Commonwealth:

Director, NT Regional Investments
The Australian Government Land and Coasts
GPO Box 787
Canberra ACT 2601

The Northern Territory of Australia:

Manager, Community Programs
Community Programs Branch
Natural Resource Management Division
Department of Natural Resources, Environment, the Arts and Sport
PO Box 496
Palmerston NT 0831

21. INTERPRETATION

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

Activity or Activities	means an Activity/project or set of Activities/projects, listed under Programs in the Schedules to this Agreement
Activity Material	Material includes documents, equipment, software, goods, information and data stored by any means produced from an Activity
Agreement	means this agreement and includes any Schedules and/or attachments to this agreement
Alternative Programs	means Alternative Activities approved in writing by the Commonwealth
Authorised Officer of the Commonwealth	means an officer of the Commonwealth who has the relevant delegation
Caring for our Country Holding Account	means the account established by the Northern Territory for the delivery of Caring for our Country referred to in clause 14
Certifying Officer	means an authorised officer of the Department of Natural Resources, Environment, the Arts and Sport who has the relevant delegation
Culturally Sensitive	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
Expected Outcomes	means the outcomes that an Activity is expected to achieve and are specified for each Activity in the Schedule for that Activity
Financial Agreement	means an agreement entered between the Commonwealth and the Northern Territory under the previous NHT2 and NAP Bilateral Agreements
Funding or Funds	means the amount or amounts payable or paid under this Agreement by the Commonwealth for Caring for our Country Activities
GST	has the meaning as given in clause 195-1 of the GST Act
GST Act	means the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth)

Independent Auditor	is a person who is member of the Institute of Chartered Accountants in Australia, the National Institute of Accountants, or the Australian Society of Certified Practising Accountants (CPA), or who is registered as an auditor pursuant to the <i>Corporations Act 2001</i> (Cth)
Intellectual Property	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
Investment	means a payment of Funding, and/or any In-kind contributions directed at achieving Caring for our Country outcomes under this Agreement
Local Government	means legally constituted Councils, Shires, Municipalities or other local government authorities established under Northern Territory legislation, including the Northern Territory 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
Material	includes documents, equipment, software, goods, information and data stored by any means
Milestones	Means the milestones for each Activity specified in the Schedule for that Activity or agreed in accordance with the procedure in clause 14.4
NAP	means the <i>National Action Plan for Salinity and Water Quality</i> adopted by Commonwealth, State/Territory Governments between 2002-2008 to address salinity and improve water quality in priority areas
National Priority Areas for Investment	means the six National Priority Areas for Investment of the Commonwealth as identified in Preamble C of this Agreement
NHT2	means the second phase of the Natural Heritage Trust (funding period 2002-03 to 2007-08)
Northern Territory	means the Northern Territory of Australia

NRM	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
NRM Board (NT) Inc	Natural Resource Management Board (NT) Inc.
NRM Facilitators	means Australian Government NRM Facilitators and Indigenous Land Management Facilitators funded under Caring for our Country
Party or Parties	means the Commonwealth and the Northern Territory who are signatories to this Agreement
Pre-existing Material	means material existing prior to the commencement, and then utilised by an approved Activity
Previous Bilateral Agreements	refers to the Bilateral Agreements made between the Parties for the purposes of: <ul style="list-style-type: none"> a) the delivery of the second phase of the National Heritage Trust (known as the NHT Extension) (NHT2 Bilateral Agreement); and b) the delivery of the National Action Plan for Salinity and Water Quality (NAP) (NAP Bilateral Agreement)
Program Material	means all Material created as part of or in performance of an Activity, and includes new, enhanced or derived data
Programs	means a set of Activities, listed in the Schedules to this Agreement
Project Officer	means the Commonwealth officer responsible for the administration of this Agreement as nominated by the Commonwealth and notified to the Territory from time to time
Proponent	means an organisation, including the NRM Board (NT) Inc. responsible for an Activity
Proponent Agreement/s	means the agreement between the Northern Territory and a Proponent to deliver one or more approved Activities in accordance with this Agreement

Regional Investment Strategies	means the document outlining the elements of a Regional NRM Plan for which Caring for our Country Funding is sought
Regional NRM Plan	means the NT Integrated Natural Resource Management Plan
Schedule	means a schedule to this Agreement
Targets	means a target specified by the Commonwealth for Caring for our Country
Term of this Agreement	refers to the period described in clause 2
The Act	means the <i>Natural Heritage Trust of Australia Act 1997</i> (Cth), as amended from time to time, unless otherwise specified
Transitional Year	means the 2008-2009 financial year

EXECUTED as an agreement.

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

The Honourable Peter Garrett AM MP
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 NORTHERN TERRITORY OF AUSTRALIA
by:

The Honourable Alison Anderson MLA
Minister for Natural Resources, Environment and Heritage

The Honourable Konstantine Vatskalis MLA
Minister for Primary Industry, Fisheries and Resources