

# CARING FOR OUR COUNTRY INTERIM AGREEMENT

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## Transitional and Financial Agreement between the Australian Government and the State of Tasmania 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 State of Tasmania ('the State') 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, 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:
  - 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.
- F. In entering this Agreement, the Commonwealth and the State 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 State is also doing in the area of improving Tasmania's natural resources; and
- b. the State 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 investment Activities complement each other, avoiding duplication and achieving greater investment outcomes.

## **PART 1: INTRODUCTION**

### **1. PURPOSE**

- 1.1 The primary purpose of this Agreement is to establish terms and conditions for the delivery of Caring for our Country funds to Regional NRM bodies and Tasmanian agencies 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 20.13.
- 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 State 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 Bilateral Agreement to replace this 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 State shall be represented for the purposes of this Agreement by the Hon. David Llewellyn, Minister for Primary Industries and Water.

### **4. PREVIOUS NHT and 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:
- 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 clause 5.1 (a);
- 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 State 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 national 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 10.1 by the Commonwealth for Regional NRM Bodies for the delivery of Caring for our Country national priorities;
  - f) a delivery mechanism to enable access to additional funds under Caring for our Country to any legal entity, including state and local government agencies; and
  - g) determination of the Commonwealth's regional indicative allocations for future Caring of for our Country Bilateral Agreements

## **7. REGIONAL ARRANGEMENTS**

- 7.1 The Parties acknowledge that States 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 Regional NRM Bodies 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 Commonwealth's national priorities and program outcomes.

## **8. STATE ARRANGEMENTS**

- 8.1 The Parties acknowledge that achievement of outcomes against national priorities under the Caring for our Country program requires continuing commitment by the State to the arrangements established under its NRM Framework and the *Natural Resource Management Act 2002*, in particular, the three NRM regional bodies established under the Act.

## **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 State 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 State is responsible for:
- a) managing Funding and delivery arrangements with Regional NRM Bodies and State agencies 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 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 for programs funded through this Agreement.

## **10. FUNDING ARRANGEMENTS**

- 10.1 Subject to Parliamentary appropriation, in 2008-09 the Commonwealth will provide Funding to the State consisting of:
- a) base level funding of \$3,900,000 for Regional NRM Bodies in Tasmania; and
  - b) transitional funding of \$1,930,000 for Regional NRM Bodies in Tasmania, to assist transition to Caring for our Country.

The particular Programs that the Parties have agreed will be undertaken with the Funding provided under this Agreement are specified in the Program Schedules.

- 10.2 The Commonwealth may also provide funding to the State during the term of this Agreement consisting of:
- a) Any additional funds, for which the Commonwealth will develop a delivery mechanism procedure; 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 State, the Parties agree that this will be provided through an exchange of letters between governments and delivered in accordance with the terms and conditions of this Agreement.

- 10.3 The Parties agree that while there is no longer a requirement to measure and insist on matching funds between Parties, the State will continue to maintain effort commensurate with past NHT agreements.
- 10.4 The Parties acknowledge that the Commonwealth's National Partnership Payments will be introduced in 2008-2009 and this Agreement may need to be reviewed and amended to meet these new requirements.

## **11 MONITORING AND REPORTING ARRANGEMENTS**

11.1 The Parties agree that to assist the Commonwealth to monitor, evaluate and report on Caring for our Country investments, the state 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.

11.2 The Parties agree that in relation to Caring for Our Country investments, unless otherwise agreed by the Parties, the State will ensure that the Proponent applies Monitoring, Evaluation, Reporting and Improvement Reporting principles to all programs, consistent with the Australian Government National Natural Resource Management Monitoring, Evaluation, Reporting and Improvement Framework.

## **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 and any announcements or promotional activities must be consistent with the Communications Guide as set out at [www.nrm.gov.au](http://www.nrm.gov.au).

12.2 The Parties agree that acknowledgement will be given to the State for investments made through Caring for our Country under this Agreement where funding and in-kind contributions are provided by the State.

## **PART 3: FINANCIAL ARRANGEMENTS**

### **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 in the amounts specified in Schedules to this Agreement. The Regions and programs on which the Funds are to be expended are specified in the Schedule.

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

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

13.3 The State 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. 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 used for approved purposes that meet the objectives of Caring for our Country in Tasmania.

#### **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-milestone reports submitted by each Proponent for each Program being undertaken by that Proponent in accordance with the relevant Schedules within two weeks of receipt; 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.

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

13.7 Unless otherwise agreed in writing by the Parties, the State will be responsible for making payment 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 outlined in Clause 13.

13.8 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.

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 that Program have been completed to the satisfaction of the Commonwealth.

13.10 Any overpayments to a Proponent made by the State from the Caring for our Country Holding Account must be recovered by the State 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 Commonwealth must advise the State of any Caring for our Country Funds that a Proponent has not spent on a Program or has been misspent. The State must direct the Proponent to return Caring for our Country 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 so that the returned Funds may be reallocated to Alternative Programs in Tasmania as approved by the Commonwealth.

#### **14. REGIONAL DELIVERY ARRANGEMENTS**

14.1 The State 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.

14.2 Prior to the State entering into a Proponent Agreement with a Proponent, the State must ensure that the Proponent:

- a) has the capacity to manage the Program and monitor expenditure in accordance with Australian Accounting Standards; 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 Programs;
- b) the Proponents will achieve, or procure the achievement of, the Milestones, the Targets and the Expected Outcomes;

- c) the State will pay the Funds allocated to a Program or Programs specified in Schedule 1 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 State if this Agreement is terminated.

14.4 Where the Milestones for a Program are not specified in the Schedules, the Parties shall agree in writing on the Milestones for each such Program within 60 days of the commencement of this Agreement. Once agreed, the Milestones shall be taken to be included in the Schedules. In the event that the Parties do not agree on the Milestones 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.

14.5 The State 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 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 State must provide to the Commonwealth, by 30 September each year in respect of the financial year ending on the previous 30 June, a 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 Account 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 State must ensure that the Proponent Agreements made with each Proponent includes a requirement that each Proponent must submit to the State agency, for submission to the Commonwealth, covering all Programs:
- a) an annual financial report audited by an Independent Auditor by 30 September; and
  - b) six-monthly financial-milestone reports by 31 January and 31 July;
  - c) an annual performance report against expected outcomes and Caring for our Country Targets and outcomes by 31 July, subject to subclause (d);
  - 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 15.2(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 11.



- 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 will not be paid any further Caring for our Country Funds by the Commonwealth until the reports or acquittals have been satisfactorily completed to the satisfaction of the Commonwealth Government.
- 15.4 The State must ensure that the Proponent Agreements made with each Proponent includes a requirement that a copy of the final report in clause 15.2(d) above for each Program is forwarded directly to the Commonwealth.

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

- 16.1 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 State 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.
- 16.2 The State must ensure that the Commonwealth is provided with a copy of all Program Material upon request.
- 16.3 Ownership of Intellectual Property in any Pre-existing Material owned by the Commonwealth, the State, Proponent or a third party is unaffected by clause 16.1, unless otherwise agreed by the State, the Commonwealth and any relevant third party.
- 16.4 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 Caring for our Country as applicable following completion of the Program. For Commonwealth monitoring purposes, the State 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 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 State without the agreement of the relevant Indigenous groups.

## **17. BOOKS AND RECORDS**

- 17.1 The State 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 State 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.

17.2 The State 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 State;
- c) allow the Commonwealth and its representatives, at reasonable times, to audit (including examine and copy) material in the possession of the State 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.

17.3 The Commonwealth must:

- a) give full and accurate answers to any questions the State or its representatives may have concerning any books or records relating to this Agreement and provide all reasonable assistance requested by the State 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 State), and request for information directed to the State, and any inquiry conducted by State Parliament or a State 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 or a Proponent Agreement must be borne by the Tasmanian Government.

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

18.3 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.

18.4 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**

**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 State 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; and
  - b) the Schedules.

#### **Variation**

- 19.4 Subject to clause 19.5, this Agreement may only be varied by agreement of both Parties in writing.
- 19.5 The State 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; and
  - c) Milestones that do not alter the Expected Outcomes of the Programs;

#### **Review of Program**

- 19.6 The Commonwealth may at any time review the progress of a Program and the State shall cooperate in any such review.
- 19.7 Where the Commonwealth considers that the performance of a Program has not fulfilled the conditions of this Agreement, and the State 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 19.8.
- 19.8 Subject to clause 19.7, a Program may be terminated by the Commonwealth by written notice to the State. Where the State 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.
- 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 Program may be reallocated to Alternative Programs as approved by the Commonwealth.

### **Dispute Resolution**

19.11 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.

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

### **Termination**

19.13 If the Commonwealth Minister and the State Minister are unable to resolve a dispute in accordance with clause 19.12, the Agreement will be terminated three (3) months after the Commonwealth or State Minister notifies the other Party's Minister of their intention to terminate.

### **Recovery of Unspent Funds**

19.14. If the Agreement is terminated under clause 19.13, or otherwise ends, the State must actively seek to 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 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**

19.15 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**

19.16 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 State.

## **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:

Australian Government Natural Resource Management Team

GPO Box 787

Canberra ACT 2601

The State

Department of Primary Industries and Water

GPO Box 44

Hobart TAS 7001

## 21 INTERPRETATION

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

<b>Agreement</b>	means this Agreement and includes any Program 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 certifying officer (senior executive or general manager) of the Department on Primary Industries and Water
<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 people, 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 Schedules for that Program;
<b>Financial Agreement</b>	means an agreement entered between the Commonwealth and Tasmania 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 Tasmania for the delivery of Caring for our Country referred to in clause 13;
<b>Commonwealth Project Officer</b>	Means a Commonwealth Government State Team Director or Delegate
<b>Independent Auditor</b>	means a person who is a member of the Institute of Chartered Accountants in Australia, the National Institute of Accountants, or the Australian Society of Certified Practising Accountant, or who is registered as an auditor pursuant to the Corporations Law or under a corresponding law of a State or Territory
<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 Caring for our Country Funding, Approved 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 14;
<b>NAP</b>	means the National Action Plan for Salinity and Water Quality adopted by Commonwealth, State/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 Tasmania and the sea-bed and subsoil beneath, and the airspace above;
<b>Party or Parties</b>	means the Commonwealth and the Tasmania 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 Natural Heritage Trust (known as the NHT Extension) on [insert date] (NHT2 Bilateral Agreement); and the delivery of the National Action Plan for Salinity and Water Quality (NAP) on [insert date] (NAP Bilateral Agreement);
<b>Programs</b>	means 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>Proponent</b>	means the State agency and/or the regional NRM body, responsible for a Program;

<b>Proponent Agreement</b>	means the agreement between the Tasmanian Government and a Proponent to deliver one or more approved Program in accordance with this Agreement;
<b>Regional Investment Proposals</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 the bodies designated by the Parties for the purposes of Caring for our Country which, for Tasmania, means the three NRM regional bodies established under the NRM Act 2002.
<b>Regional NRM Strategy</b>	means an integrated catchment/regional natural resource management strategy;
<b>Schedule</b>	means a schedule to this Agreement and includes the Program Schedules which may include Annexure and incorporate other documents by reference;
<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>[State/Territory]</b>	means the State or Territory that is a Party to this Agreement;
<b>State NRM Agency</b>	means the Department of Primary Industries and Water
<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 (Cth)</i> , 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 STATE OF Tasmania by:

The Honourable David Llewellyn Minister for Primary Industries and Water



*Cradle Coast NRM, Tasmania – Regional Investment Proposal 2008/09*

Program Name	Program Description	Outcomes	Approved Funding	Payment 1	Payment 2	Payment 3
<b>Biodiversity and natural icons.</b>	<p>The Cradle Coast Region contains significant biodiversity assets with 25 EPBC listed flora species and 16 EPBC listed fauna species This program will contribute to the implementation of threatened species recovery plans and maintenance of regional vegetation communities and faunal habitats. It will build on state and regional partnerships to deliver on-ground outcomes and support adaptive management of our natural assets.</p> <p><u>Other National Priorities</u> A national reserve system Coastal environment and critical aquatic habitats</p>	<p>Improve habitat for Giant Freshwater Lobster (<i>Astacopsis gouldi</i>) in 3 priority catchments.</p> <p>Maintain vegetation condition and faunal habitat through strategic weed management activities in 9 local government areas.</p> <p>Protection of 10 EPBC listed flora species including Caladenia Dienema and Prasophyllum Favonium by undertaking priority actions through on ground management.</p>	<b>\$560,000</b>			
<b>National reserve system</b>	<p>The Program will protect reserve areas through coordinated management and threat mitigation. On-ground works will be conducted to manage impacts and protect flora, fauna, geological and cultural assets in priority environments, including coastal reserves (e.g. Lavinia State Reserve), off-shore islands, reserve buffer zones and threatened vegetation communities (e.g. South West World Heritage Area, The Tarkine).</p> <p><u>Other National Priorities</u> Biodiversity and natural icons Coastal environment and critical aquatic habitats</p>	<p>Control of 1000ha of infestations of Sea spurge, Pampas grass and Gorse which will lead to improved opportunity for survival of several endemic and threatened bird subspecies in internationally significant feeding areas for migratory birds including Lavinia State Reserve on King Island.</p> <p>Implementation of protection works for threatened and iconic species and communities in reserve areas on King Island, West Coast, Rocky Cape National Park and Narawntapu National Park.</p> <p>Increased understanding of natural values, including wetland vegetation and bird communities, in Ramsar wetlands to inform future investment.</p>	<b>\$335,000</b>			

Program Name	Program Description	Outcomes	Approved Funding	Payment 1	Payment 2	Payment 3
<b>Community skills, knowledge and engagement</b>	<p>The maintenance and enhancement of skills and capacity within the region to effectively deliver national priority programs. Retention of core regional skills will ensure continuation of base level support for community groups and working partnerships with stakeholders to deliver monitor, evaluate and communicate investment outcomes.</p> <p><u>Other National Priorities</u>  A national reserve system  Biodiversity and natural icons  Coastal environment and critical aquatic habitats  Sustainable farm practices</p>	<p>Regional natural resource management activities delivered in line with national priorities through engagement and education of key stakeholders.</p> <p>Greater community access to natural resource management knowledge and education materials in 9 local government areas.</p> <p>Increased capacity of 35 community groups to better achieve on-ground outcomes through facilitation support.</p> <p>Monitoring, evaluation and reporting needs of investors met within realistic timeframes.</p>	<b>\$630,000</b>			
<b>Coastal environments and critical aquatic habitats</b>	<p>This program focuses on improving the condition of priority aquatic habitats and coastal assets through on-ground works, education and improved knowledge. Key locations for cultural, geomorphic and biodiversity values include Arthur Pieman Conservation Area (APCA), Lilloo Straight, King Island, Ramsar and coastal wetlands, estuaries and Wild Rivers in the World Heritage Area.</p> <p><u>Other National Priorities:</u> Biodiversity and natural icons, a national reserve system</p>	<p>Improved condition of 200ha of coastal habitats in 3 locations (APCA, King Island, Rubicon Estuary).</p> <p>Assessment of condition and threats of priority aquatic systems to inform management actions and future investment.</p> <p>Improved protection of 3 penguin and shearwater rookeries (Lilloo Beach, Point Sorell, Ulverstone) through community education.</p>	<b>\$330,000</b>			
<b>Sustainable farm practices</b>	<p>The Cradle Coast Region includes some of the most productive soils in the State, encompassing 66% of the State's prime agricultural land. The program will maintain highly productive soils and protect water quality by reducing soil erosion, reporting on soil condition and engaging with key stakeholders in the agricultural sector.</p> <p><u>Other National Priorities</u>  Coastal environment and critical aquatic habitats</p>	<p>Soil assets are protected from soil loss through erosion control works on 1000ha of prime cropping land.</p> <p>Improved opportunity for economic, social and environmental outcomes for the dairy, beef and cropping industries through the adoption and awareness of sustainable production practices.</p> <p>Improve soil knowledge and management by monitoring soil biological properties at 50 sites.</p>	<b>\$ 245,000</b>			

## NRM North, Tasmania – Regional Investment Proposal 2008/9

Program Name	Program Description	Outcomes	Approved Funding	Payment 1	Payment 2	Payment 3
<b>Biodiversity and Natural Icons</b>						
<b>Flora and Fauna at a Landscape Level</b>  <b>Species and Ecosystems</b>	<p>The focus of this program is in two main areas:</p> <ol style="list-style-type: none"> <li>1. Protection for habitat areas and refugia of Endangered, Vulnerable and Rare flora and fauna species in northern Tasmania; and</li> <li>2. Protection and extension of threatened ecosystems in northern Tasmania.</li> </ol> <p>The program includes strategies for changing land management practices Which impact negatively on species and ecosystems</p>	<p>Wedge-tailed Eagle breeding opportunities have been improved though protection of nests in priority habitats; The habitat of the Spotted Pardalote on Flinders Island is protected and managed; Increased breeding opportunities for threatened species (particularly Eastern Barred Bandicoot and Tasmanian Devil) due to improved corridors for movement; 100ha of threatened ecosystems and forests including Furneaux white gum woodland, forest, Shrubby black gum and White gum forest are protected and managed;</p>	<b>\$350,000</b>			
<b>Biodiversity and Natural Icons</b>						
<b>Flora and Fauna at a Landscape Level (Threat abatement - Weeds)</b>	<p>This program places a focus on providing on-ground actions to mitigate the impact of invasive species on natural biodiversity values and sustainable farming practices, through targeted awareness campaigns and effective on-ground control activities.</p> <p>The action plan also implements priorities identified in the National Strategies for Weeds of National Significance (WONS).</p>	<p>80ha of South Esk Pine and other biodiversity improved through the removal of Gorse and other weed threats; Breeding habitat for seabirds protected on remote Furneaux Island through the control of Mirror Bush and African Boxthorn; The biodiversity values of the Western Tiers Reserve and northern Tasmania protected by the targeted control of Foxglove and Blackberry, Gorse and Bridal Creeper.</p>	<b>\$190,000</b>			
Program Name	Program Description	Outcomes	Approved Funding	Payment 1	Payment 2	Payment 3

Water and Critical Aquatic Habitats						
<b>Rivers and Water for Life</b>	To help sustain the value of our region's water resources, the Rivers and Water for Life program supports a sustainable balance between the environmental, economic and social uses of water. The programs three main themes, address Water Quality, Sustainable Water Usage and River Condition.	Increased on farm water use efficiency; Protection of 100 ha of critical <i>Galaxia</i> habitat and 100 ha of habitat for the rare and endangered burrowing <i>Crayfish</i> .	<b>\$230,000</b>			
Water and Critical Aquatic Habitats						
<b>Rivers and Water for Life (wetlands)</b>	This program will protect and enhance Ramsar and other wetlands of national significance found within northern Tasmania. The activities proposed will mitigate the impacts from key threats such as recreational use, sedimentation, drainage, weed infestation, nutrient run-off and stock access	The habitats of the Green and Gold Frog and Spotted-tailed quoll within the Lower Ringarooma wetland is protected and managed; Enhanced habitat of 200ha of the Logan lagoon, Cape Barren Island Lagoons and Jocks Lagoon including refugia for the Red-necked stint and Eastern Curlew.	<b>\$250,000</b>			
Sustainable Farm Practices						
<b>Productive Landscapes</b>	The program will improve land use management practices to ensure the long-term viability of the natural resource assets on private land in Northern Tasmania. The focus of this program is in two main areas: 1. Protection and maintenance of the natural resource assets on private land across northern Tasmania. 2. Provision of best management practice information and training to land managers in the region.	200 ha of significant landscape assets and land forms (i.e. Karst) protected from the impacts of agricultural and industry. An increased number of landholders in the Northern Midland, Dorset, BreakO'Day and Meander sub regions are working with NRM North to protect the natural resources on their properties for both production and environmental outcomes.	<b>\$400,000</b>			
Program Name	Program Description	Outcomes	Approved Funding	Payment 1	Payment 2	Payment 3
Coastal Environment and Critical Aquatic Habitats						
<b>Healthy Seas and Coasts</b>	The program directly addresses the threatening processes impacting upon the estuarine, coastal and marine natural resource assets. This will be achieved through three main objectives including; Protecting Coastal areas with high	Coastal ecosystems including those for the Tall shrub lands, Sedgeland and Mangroves are enhanced and protected within the Bay of Fires and the Waterhouse Conservation Area; Habitat enhancement for improved breeding	<b>\$460,000</b>			

	vulnerability to degradation; Maintaining marine habitat and resources; and Protecting and enhancing estuarine ecosystems and habitats.	opportunities for the Red-necked stint Eastern Curlew within the Tamar wetlands, Waterhouse Lagoons and the Boobyalla Estuary.				
<b>Community skills, knowledge and engagement</b>						
<b>Community partnerships</b>	The Community Partnerships Program will ensure that the people and organisations that manage our natural resources are aware of those resources and how to use them to meet community expectations.	Land managers from 6 subregions and across a range of sectors including farming, grazing, Aboriginal communities, urban, peri-urban and local government have an enhanced capacity to apply knowledge and information to improve the way that natural resources are managed.	<b>\$200,000</b>			

## NRM South, Tasmania – Regional Investment Proposal 2008/9

Program Name	Program Description	Outcomes	Approved Funding	Payment 1	Payment 2	Payment 3
<b>Biodiversity and Natural Icons</b>						
<b>Healthy Catchments and Coasts Program</b>	<p>The <i>Biodiversity and Natural Icons</i> focus of this program is on protecting and enhancing the <b>Mt Wellington-Tinderbox-Bruny Island BioLink</b> to maintain and improve the status of the forty spotted pardalote, swift parrot and other EPBC listed threatened species. The program includes strategies for changing land management practices.</p> <p><i>Also contributes to Community skills, knowledge and engagement and Comprehensive, adequate and representative reserve system priorities.</i></p>	Protection and/or improvement of 300 hectares of key habitat for high priority biodiversity assets through formal agreements, revegetation works and land management change.	<b>\$380,000</b>			
<b>Coastal Environments and Critical Aquatic Habitats</b>						
<b>Healthy Catchments and Coasts Program</b>	<p><i>Coastal Environments and Critical Aquatic Habitats</i> are addressed through two aspects of the Healthy Catchments and Coasts Program. The <b>Tasman Weed Eradication</b> project will build on partnerships with local government, the Southern Tasmanian Councils Authority, local community groups and land managers to control all priority weeds on the iconic Tasman Peninsula. This will be achieved through cross-tenure weed management and a targeted community and landholder education and engagement campaign.</p>	Protection of the Tasman Peninsula's high value coastal assets through primary control and commitment to on-going cross-tenure management of all known infestations of priority weeds (gorse, boneseed, pampas, boxthorn, asparagus fern and Paterson's Curse) on the Tasman Peninsula.	<b>\$550,000</b>			

	<p>The <b>Huon Catchment Aquatic Habitat Protection</b> component of this program will address high priority actions to increase protection of the aquatic biodiversity in the Huon Catchment. In partnership with local and State Government and the Regional Water Authority, actions addressed will include streamside protection and capacity building of local stakeholders and community around best practice stormwater and wastewater management.</p> <p><i>Both of these also contribute to Biodiversity and natural icons and Community skills, knowledge and engagement priority areas.</i></p>	<p>Increased protection of the high priority aquatic biodiversity values of the Huon Catchment through streamside protection in priority areas and improved wastewater management in the upper catchment.</p>				
Program Name	Program Description	Outcomes	Approved Funding	Payment 1	Payment 2	Payment 3
<b>Sustainable Farm Practices</b>						
<p><b>Healthy Catchments and Coasts Program</b></p>	<p>The <i>Sustainable Farm Practices</i> component of the Healthy Catchments and Coasts Program will continue investment in a <b>whole of catchment engagement and land management change project in the Swan Catchment</b> to protect and improve the key natural resource values in the catchment, including priority biodiversity values, Ramsar and DIWA listed wetlands and neighbouring natural icon, Freycinet National Park.</p> <p><i>Also contributes to Community skills, knowledge and engagement, Biodiversity and natural icons and Coastal environments and critical aquatic habitats priority areas.</i></p>	<p>Sustainable land management practices are protecting and improving the natural resource values of the Swan Catchment through engagement of 70% of the Swan catchment area's landholders in natural resource management.</p>	<b>\$340,000</b>			

Program Name	Program Description	Outcomes	Approved Funding	Payment 1	Payment 2	Payment 3
<b>Community Skills, Knowledge and Engagement</b>						
<b>Healthy Region Program</b>	<p>The focus of the <b>Engaging Communities into Action</b> facet of the Healthy Region program will build the capacity of communities and local government through knowledge, skills and tools to action and champion natural resource management (including Aboriginal cultural values) in Southern Tasmania. Targeted community groups include Aboriginal Tasmanians, Landcare and Coastcare groups and communities within priority hotspots (Tasman Peninsula, Swan Apsley and Huon Catchments). .</p>	<p>Targeted community groups (Aboriginal Tasmanians, Land and Coast care groups and local government) are actively improving and informing the way that natural resources are managed in a changing climate.</p>	<b>\$530,000</b>			
	<p><b>Inspiring the Community to Care for our Country</b></p> <p>This facet of the Healthy Region program will increase awareness of biodiversity protection, sustainable farm practices, protection of coastal environments and critical aquatic habitats through a program of communications, education and engagement activities across the Region. It will strengthen existing partnerships and provide a vehicle for engaging new partners/sectors in natural resource management.</p>	<p>Increased community engagement, resulting from a 10% increase in community awareness of key natural resource management issues in priority areas (eg wetlands, threatened species, feral animals and weeds).</p>				



	<p><b>Knowledge Management</b> is the third focal area within the Healthy Region Program. It will focus on capturing and sharing knowledge , information and data to promote best practice natural resource management (NRM) and support effective monitoring, evaluation and reporting on NRM activities and outcomes.</p>	<p>Enhanced regional capacity to access and apply knowledge and information to improve the way that natural resources are managed.</p>				
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