

**TRANSITIONAL AND FINANCIAL AGREEMENT
BETWEEN THE
AUSTRALIAN GOVERNMENT
AND THE
STATE OF WESTERN AUSTRALIA
FOR IMPLEMENTATION OF CARING FOR OUR
COUNTRY**

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

PREAMBLE

- A. In March 2008, the Commonwealth announced Caring for our Country as an ongoing and integrated program, bringing together the delivery of the Natural Heritage Trust, National Landcare Program, Environmental Stewardship and Working on Country Programs.
- B. The goal of Caring for our Country announced by the Commonwealth is 'an environment that is healthy, better protected, well managed, resilient and provides essential ecosystem services in a changing climate'.
- C. The Commonwealth announced that Caring for our Country will have six National Priority Areas for investment:
- a) a national reserve system, including an enhanced National Reserve System and implementing the 2007 election commitment for *Indigenous Protected Areas*;
 - b) biodiversity and natural icons, including world heritage, biodiversity protection (including threatened species and communities, feral animals and weeds), environmental stewardship and implementing election commitments for the *Tasmanian Devil and Cane Toads*;
 - c) coastal environments and critical aquatic habitats, including implementing the election commitments for the *Reef Rescue, Coast Care, Gippsland Lakes and Tuggerah Lakes*;
 - d) sustainable farm practices, including Landcare and land management change;
 - e) natural resource management in remote and northern Australia; and
 - f) community skills, knowledge and engagement, including NRM facilitators and implementing election commitments for an *Indigenous Emissions Trading Scheme and Indigenous Rangers*.
- D. The Parties acknowledge that there are seven priority areas for increased public investment in NRM by the State:
- a) Social and economic outcomes for Indigenous people through greater involvement in NRM;
 - b) Sustainable management of agricultural land to mitigate the impacts of salinity, sediment and nutrient loss from the land and invasive plants and animals;
 - c) Biodiversity maintenance and recovery;
 - d) Enhanced protection of the marine and coastal environment;

- e) Maintaining or enhancing the condition and beneficial uses of key waterways;
 - f) Strategic Tree Farming; and
 - g) Planning and management of peri-urban areas to mitigate adverse social and environmental impacts of rapid population growth.
- E. 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 NRM bodies for delivery of Caring for our Country throughout Australia.
- F. As a result of these announcements the Parties have agreed to enter into this Agreement for the delivery of Caring for our Country in Western Australia during the 2008/2009 financial year.
- G. 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.
- H. 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.
- I. The Parties further acknowledge that:
- a) this Agreement is closely linked to the work the State is also doing in the area of improving Western Australia's natural resources; and
 - b) the State has priority areas of investment which may differ from the National Priorities of Caring for our Country.
- J. The Parties acknowledge that Caring for our Country will take an integrated approach to other related programs and the Parties agree to communicate and work together where opportunities exist to ensure that investments complement each other, avoid duplication and achieve greater investment outcomes.
- K. The Parties acknowledge the different roles and responsibilities of the Commonwealth and the State for natural resource management that arise from the Commonwealth Constitution and the Intergovernmental Agreement on the Environment, and acknowledge that the principal responsibilities lie with the State. Further, the Parties consider that decision-making in relation to natural resource management should remain the primary responsibility of elected governments.
- L. The role of the Parties in implementing the Agreement is to ensure that the Caring for our Country investment is strategic, high priority and consistent with regional, state-wide and national priorities.

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 Western Australian agencies for the 2008/2009 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 20.12.
- 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 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 State shall be represented for the purposes of this Agreement by the Hon. Kim Chance MLC, Minister for Agriculture and Food; Forestry, and the Hon. David Templeman MLA, Minister for Environment and Climate Change.

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 identified in Preamble C;
 - b) the National Priorities 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 and taking into account clause 13.2 are:
- a) continue to support Regional NRM bodies to achieve outcomes that address the decline in Australia's natural resources through targeted investment in Caring for our Country National 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 7.2;
 - 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 Targets;
 - b) a business approach to investments with the development of a business plan by the Commonwealth to guide investment for 2009/2010 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 13.1 by the Commonwealth for Regional NRM Bodies for the delivery of Caring for our Country National Priorities;
 - f) a 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 for our Country Bilateral Agreements.

7. REGIONAL ARRANGEMENTS

- 7.1 The Parties acknowledge that the State 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 National Priorities.
- 7.3 The Parties acknowledge that existing Regional NRM Strategies and Regional Investment Plans will be used to determine investments that best complement and contribute to the Commonwealth's National Priorities and Outcomes.

8. STATE ARRANGEMENTS

The Parties acknowledge that the State intends that its investments under this Agreement will be identified under a separate banner. Pursuant to this the State will:

- a) prepare a plan outlining the State's agreed NRM priorities for investment;
- b) establish an appraisal and approvals process to ensure proposals address State priority assets, are feasible and enable effective performance monitoring and reporting;
- c) ensure maximum administrative efficiency;
- d) support the participation of Regional NRM bodies in Caring for our Country and establish a memorandum of understanding with them defining their relationship with the State and the roles and responsibilities expected of them; and
- e) manage NRM information and knowledge to build capacity, ensure it is widely accessible and supports reporting to funders and other clients.

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

10. MONITORING AND REPORTING ARRANGEMENTS

10.1 The State will ensure that the Proponent supplies to the Commonwealth data reporting against Caring for our Country's National Priorities, Outcomes and Targets to assist the Commonwealth in preparing its annual reporting.

10.2 The Parties agree that in relation to Caring for Our Country investments, proposals will take a 'program logic' approach and the Parties will ensure that the Proponent incorporates Monitoring, Evaluation, Reporting and Improvement principles in all Programs, consistent with the Australian Government Natural Resource Management Monitoring, Evaluation, Reporting and Program Improvement Framework.

10.3 The Parties agree that in preparing proposals for Caring for our Country investment, the Parties and proponent will ensure the proposal supports the supply of data and information for the Commonwealth that:

- a) supports reporting by outcomes, including annual reporting on Caring for our Country National Priorities, Outcomes and Targets;
- b) provides for evaluation of Caring for our Country investments for impact, appropriateness, effectiveness, efficiency and legacy;
- c) incorporates data access and management principles;
- d) identifies and records geospatial data for all relevant proposals; and
- e) where relevant incorporates monitoring the 'state of' and 'trend in' resource condition generally and specifically Caring for our Country investment areas to support the Commonwealth to report on and evaluate the outcomes of Caring for our Country investments.

11. COMMUNITY SKILLS, KNOWLEDGE AND ENGAGEMENT

11.1 The Parties acknowledge that the key outcomes of the Commonwealth investing in 'enhancing community skills, knowledge and engagement', one of the National Priorities, is to enhance the skills, knowledge and engagement of the community to make informed decisions and take collaborative action toward improving the condition of our land, water and biodiversity assets.

12. COMMUNICATION AND PROMOTION

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

PART 3: FINANCIAL ARRANGEMENTS

13. FUNDING ARRANGEMENTS

- 13.1 Subject to Parliamentary appropriation, in 2008/2009 the Commonwealth will provide Funding to the State consisting of:
- a) base level funding of \$24.3 million for Regional NRM Bodies in Western Australia, 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 \$5.12 million to Regional NRM Bodies in Western Australia, to assist transition to Caring for our Country.
- 13.2 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; 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 13.2 will be provided to the State, the Parties agree that this will be provided through an exchange of letters between the Parties and delivered in accordance with the terms and conditions of this Agreement.

- 13.3 The Parties agree that while there is no longer a requirement to measure and insist on matching funds between Parties, the State will continue to:
- a) contribute in-kind support that is at least equivalent to that provided under previous Bilateral Agreements;
 - b) contribute financial support of up to \$21 million in 2008/2009 for State priorities and projects subject to cost benefit analyses, scientific

- c) support a sustainable model for the operation of regional NRM groups and the state administration of this Agreement.

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

14. PAYMENT OF COMMONWEALTH GOVERNMENT FUNDING

14.1 Unless otherwise agreed in writing by the Parties, the Commonwealth will pay Funds into the Caring for our Country Holding Account in the amounts specified in Schedule(s) to this Agreement. The Regions and Programs on which the Funds are to be expended are specified in the Schedule(s).

Caring for our Country Holding Account

14.2 The State will use the Caring for our Country Holding Account to separately record and account for all transactions under this Agreement.

14.3 The Caring for our Country Holding Account will be an interest bearing account and the State will be responsible for the administration of funds in the Caring for our Country Holding Account.

14.4 Any interest generated from the Caring for our Country Holding Account funds 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 Western Australia. Decisions on the expenditure of interest in the Caring for our Country Holding Account will be made by the Party on whose funds the interest was accrued.

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

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

- a) authorising the release of Caring for our Country Funds from the Caring for our Country Holding Account;
- b) reviewing six-monthly financial-milestone reports submitted by each Proponent for each Program being undertaken by that Proponent in accordance with the relevant Schedule(s); 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 Schedule(s).

14.6 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.

- 14.7 Unless otherwise agreed in writing by the Parties, the State will be responsible for making payments of Caring for our Country Funds out of the Caring for our Country Holding Account to Proponents within 21 days of receiving the Commonwealth's written authorisation outlined in clause 14.6. The State will only make payments of Caring for our Country Funds out of the Caring for our Country Holding Account to Proponents if there are sufficient funds held in the Caring for our Country Holding Account.
- 14.8 Caring for our Country Funds released from the Caring for our Country Holding Account for the delivery of the Programs outlined in the Schedule(s) to this Agreement must be paid to Proponents in accordance with signed Proponent Agreements.
- 14.9 Release of the Caring for our Country Funds from the Caring for our Country Holding Account for a Program may be deferred until the Milestones or other agreed actions for that Program have been completed to the satisfaction of the Commonwealth.
- 14.10 Any overpayments to a Proponent made by the 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 in Western Australia as approved by the Commonwealth.
- 14.11 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 Caring for Our Country Funds into the Caring for our Country Holding Account so that the returned funds may be reallocated to Alternative Programs in Western Australia as approved by the Commonwealth.

15. REGIONAL DELIVERY ARRANGEMENTS

- 15.1 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 Schedule(s) to this Agreement. The Proponent Agreements must be consistent with all the conditions and reporting requirements of this Agreement.
- 15.2 Prior to the State entering into a Proponent Agreement with a Proponent, the State must ensure that the Proponent has the capacity to:
- a) manage the Program and monitor expenditure in accordance with sound accounting practices; and
 - b) satisfies all of the relevant terms and conditions set out in this Agreement and any other term and conditions that may apply to the Program from time to time.

- 15.3 The Proponent Agreements must provide that:
- a) the Proponents will perform, or procure the performance of, all of the Programs;
 - b) the Proponents will achieve, or procure the achievement of, the Milestones and the Expected Outcomes;
 - c) the State will pay the Funds allocated to a Program or Programs specified in Schedule(s) 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, and that activity 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.
- 15.4 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(s) for that Program are reflected in the Proponent Agreement. Milestones may be included in Proponent Agreements following agreement by the Parties consistent with clause 15.1.
- 15.5 Where the Milestones for a Program are not specified in the Schedule(s), the Parties and the Proponent 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 Schedule(s). 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 in WA as approved by the Commonwealth.

16. AUDITING, REPORTING AND ACQUITTAL REQUIREMENTS

- 16.1 The State must provide to the Commonwealth, by 30 September each year in respect of the financial year ending on the previous 30 June, an Annual Financial Statement for the Caring for our Country Holding Account audited by an Independent Auditor. The audited Annual Financial Statement must include:
- a) all Funds received into the Caring for our Country Holding Account;
 - b) all Funds paid out of the Caring for Our Country Holding Accounts by Proponent and Program;
 - c) interest accrued in the Caring for our Country Holding Account;
 - d) any monies returned or recovered from the Proponents and deposited back into the Caring for our Country Holding Account; and
 - e) a certification signed by the Certifying Officer stating that, in the opinion of the Certifying Officer, the amounts shown on the statement were spent in accordance with this Agreement.

- 16.2 The State must ensure that the Proponent Agreements made with each Proponent includes a requirement that each Proponent must submit to the State, for submission to the Commonwealth, covering all Programs:
- a) six-monthly financial-milestone reports by 31 January and 31 July;
 - b) an annual performance report against Caring for our Country Outcomes and Targets and Program Expected Outcomes by 31 July, subject to subclause (d);
 - c) an annual financial report audited by an Independent Auditor by 30 September; and
 - d) a final report and acquittal for Programs which do not receive Funding in 2009/2010 within 30 days of completion of the Program. This report will replace the 31 July performance report outlined in clause 16.2(b) if the report is going to be received by the Commonwealth before 30 September.

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

- 16.3 Proponents who are to receive ongoing Funding and who have failed to submit the required reports or acquittals referred to in clause 16.2, 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. The Commonwealth must direct the State in writing that the reports or acquittals have not been submitted or satisfactorily completed, including reasons why the reports or acquittals are not satisfactory, and that no further Caring for our Country Funds will be paid until such time as the Commonwealth is satisfied that the Proponent has fulfilled their obligations in relation to the reports or acquittals. The State will, upon receipt of the Commonwealth's written direction, advise the Proponent of same.

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

17. PROGRAM MATERIAL, ASSETS AND INTELLECTUAL PROPERTY

- 17.1 For Programs undertaken by the Proponent, the Intellectual Property in Program Material created under or in connection with this Agreement vests on its creation in the Proponent.

- a) Where the Proponent has engaged a third party to undertake projects or activities under the Programs, Intellectual Property created by such projects or activities will vest on its creation in the third party.
- b) In the event that the party in which Intellectual Property created under or in connection with this Agreement is vested is not able to retain the Intellectual Property, ownership of the Intellectual Property will revert to the State of Western Australia.
- c) The State will ensure that any party in which Intellectual Property that has been created under or in connection with this

- 17.2 The State must ensure that the Commonwealth is provided with a copy of all Program Material upon request.
- 17.3 Ownership of Intellectual Property in any Pre-existing Material owned by the Commonwealth, the State, Proponent or a third party is unaffected by clause 17.1, unless otherwise agreed by the State, the Commonwealth and any relevant third party.
- 17.4 Unless otherwise agreed between the Parties, Assets required for Program implementation and acquired with Caring for our Country Funds, shall be deemed to be the property of the Proponent, provided that they are used to advance the objectives of Caring for our Country as applicable following completion of the Program.
- a) Where the Proponent has engaged a third party to undertake projects or activities under the Programs, Assets required for project or activity implementation and acquired with Caring for our Country Funds, shall be deemed to be the property of the third party, provided that they are used to advance the objectives of Caring for our Country as applicable following completion of the Program.
 - b) In the event that the party in which Assets have been deemed the property of is not able to retain the Asset, ownership of the Asset will revert to the State of Western Australia.
 - c) For Commonwealth monitoring purposes, the State must ensure that the Proponent, and where the Proponent has engaged a third party to undertake projects or activities under the Programs the third party, maintains a register of Assets in accordance with its own accounting practices for assets acquired under this Agreement.
 - d) Assets may only be disposed of following agreement by the Commonwealth.
- 17.5 To the extent that Program Material or Pre-existing Material comprises traditional Indigenous knowledge that is culturally sensitive to Indigenous groups, the Parties agree that they will not disclose such material to persons or bodies outside the Commonwealth or the State without the agreement of the relevant Indigenous groups.

18. BOOKS AND RECORDS

18.1 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.

18.2 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; and
- 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 reasonable assistance 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.

18.3 The Commonwealth must 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.

19. TAXES, DUTIES AND GOVERNMENT CHARGES

- 19.1 Subject to this clause 19, all taxes, duties and government charges imposed or levied in Australia or overseas, including any GST, in connection with this Agreement must be borne by the relevant party.
- 19.2 Unless otherwise indicated, all consideration for any supply made under this Agreement is exclusive of any GST imposed on the supply.
- 19.3 If one party (supplier) makes a taxable supply to the other party (recipient) under this Agreement the recipient on receipt of a tax invoice from the supplier must pay without setoff an additional amount to the supplier equal to the GST imposed on the supply in question.
- 19.4 No party may claim or retain from the other party any amount in relation to a supply made under this Agreement for which the first party can obtain an input tax credit or decreasing adjustment.

PART 4 OPERATIONAL ARRANGEMENTS

20. OPERATION OF THE AGREEMENT

- 20.1 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.
- 20.2 In this Agreement, unless the contrary intention appears:
- a) reference to an individual or person includes a corporation or other legal entity or, where a person is nominated, the individual occupying that position;
 - b) words in the singular number include the plural and words in the plural number include the singular;
 - c) words importing a gender include any other gender;
 - d) all references to clauses are clauses in this Agreement unless specified;
 - e) all references to dollars are to Australian dollars and this Agreement uses Australian currency and are exclusive of GST unless otherwise stated;
 - f) reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth or the 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.

- 20.3 The Schedule(s) form part of this Agreement. If there is any inconsistency between the clauses of this Agreement and the Schedule(s), the following order of precedence applies:
- a) the terms and conditions contained in the clauses of this Agreement; then
 - b) the Schedule(s).

Variation

- 20.4 Subject to clause 20.5, this Agreement may only be varied by agreement of both Parties in writing.
- 20.5 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;
 - c) Milestones that do not alter the Expected Outcomes of the Programs.

Review of Program

- 20.6 The Commonwealth may, with reasonable notice, review the progress of a Program and the State shall cooperate in any such review.
- 20.7 Where the Parties agree that the performance of a Program has not fulfilled the conditions of this Agreement, and the Parties cannot resolve the matter with the Proponent, and the Parties, following discussion, have not been able to renegotiate the Program so as to achieve a satisfactory result, the Program may be terminated in accordance with clause 20.12.
- 20.8 Subject to clause 20.7, 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.
- 20.9 This does not include Funds legally committed for expenditure in accordance with the Proponent Agreement before the date of the Commonwealth's notice.
- 20.10 Such recovered Funds along with any other Funds held in the Caring for our Country Holding Account in respect of that Program may be reallocated to Alternative Programs in WA as approved by the Commonwealth.

Dispute Resolution

- 20.11 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

Termination

20.12 If the Commonwealth Ministers and the State Ministers are unable to resolve a dispute then, the Agreement will be terminated three (3) months after the Commonwealth or State Ministers notifies the other Party's Ministers of their intention to terminate.

Recovery of Unspent Funds

20.13. If the Agreement is terminated under clause 20.12 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

20.14 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

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

21 NOTICES

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

21.2 The Parties notice details are:

The Commonwealth:

Australian Government Land and Coasts
GPO Box 787
Canberra ACT 2601

The State

Department of Agriculture and Food
State NRM Office
3 Baron Hay Court
South Perth WA 6151

22 INTERPRETATION

Agreement means this agreement and includes any Program Schedule(s) and/or Attachments to this agreement;

Alternative Programs means alternative programs approved in writing by the Commonwealth;

Caring for our Country Holding Account means the account established by the State for the delivery of Caring for our Country funds referred to in clause 14;

Certifying Officer means the Authorised officer of the State;

Commencement Date means 1 July 2008;

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 people, is considered to be sensitive, or of a secret or sacred nature;

Expected Outcomes means the outcomes for each Program as described in the Schedule(s);

Financial Agreement means an agreement entered between the Commonwealth and the State 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 Programs;

GST has the meaning as given in clause 195-1 of the GST Act;

GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cth);

Independent Auditor 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;

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 Caring for our Country Funding, Approved 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 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;

Material includes documents, equipment, software, goods, information and data stored by any means;

Milestones means the milestones for each Program specified in the Schedule(s) for that Program or agreed in accordance with the procedure in clause 15.5;

NAP 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;

National Priorities means the six National Priority Areas for investment as described in Preamble C;

NHT2 means the second phase of the Natural Heritage Trust (funding period 2002-03 to 2007-08);

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 Facilitators means Australian Government NRM Facilitators and Indigenous Land Management Facilitators funded under Caring for our Country;

NRM Region means the geographic regions for which NRM planning will be undertaken, and will include the coastal waters of the State and the sea-bed and subsoil beneath, and the airspace above;

Outcomes means the clearly defined and measurable outcomes of Caring for our Country referred to in clause 6.1;

Party or Parties means the Commonwealth and the State who are signatories to this Agreement;

Payment Schedules means the payment of funds as described in the Schedule(s) to this Agreement;

Previous Bilateral Agreements 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 17 December 2002 (NHT2 Bilateral Agreement); and the delivery of the National Action Plan for Salinity and Water Quality (NAP) on 11 September 2003 (NAP Bilateral Agreement);

Programs means the Programs listed in the Schedule(s) to this Agreement;

Program Material means all Material created as part of or in performance of a Program, and includes new, enhanced or derived data;

Project Officer means the Commonwealth officer with the appropriate delegation to approve variations;

Proponent means the organisation, including a regional NRM body, responsible for a Program;

Proponent Agreement means the agreement between the State and a Proponent to deliver one or more approved Programs in accordance with this Agreement;

Regional Investment Plan means the document outlining the elements of a Regional Investment Plan for which Caring for our Country Funding is sought;

Regional NRM Body means a regional body designated by the Parties for the purposes of Caring for our Country under clause 7;

Regional NRM Strategy means an integrated catchment/regional natural resource management;

Schedule(s) means schedule(s) to this Agreement;

Stakeholder 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;

State means the State of Western Australia;

Targets means a target specified by the Commonwealth for Caring for our Country, as described in clause 6.1;

Term of this Agreement refers to the period described in clause 2;

The Act means the *Natural Heritage Trust of Australia Act 1997* (Cth), as amended from time to time, unless otherwise specified; and

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 STATE OF WESTERN AUSTRALIA by:

Honourable Kim Chance MLC
Minister for Agriculture and Food; Forestry
The Midwest and Wheatbelt; Great Southern

Honourable David Templeman MLA
Minister for the Environment;
Climate Change; Peel

SCHEDULE 1 - AVON CATCHMENT COUNCIL

Program Name	Program Description	Expected Outcomes	Total funding approved (\$)	*Payment 1 – on signature of this Agreement	*Payment 2 – on receipt by the Commonwealth of the 31 January Financial-Milestone report	*Payment 3 – on acceptance by the Commonwealth of the 31 January Financial-Milestone report
Species, Communities and Biodiversity focus areas	<p>This proposal will identify and implement urgent recovery actions to conserve priority species, communities and ecosystems in the Avon River Basin. It aims to fill major gaps in knowledge on vegetation communities and condition and use a strategic prioritisation process to enable on ground action to target areas which can make the strongest contribution to conservation. Community participation in biodiversity conservation is considered crucial and support will be provided to build community knowledge and skills.</p>	<ul style="list-style-type: none"> • protection of high priority species, ecological communities and ecosystems. • community engagement program implemented. 	797,700	478,620	159,540	159,540
Regional Ecoscapes	<p>Working at a landscape scale, this proposal will implement on ground recovery actions to maintain and enhance the richness, distribution, abundance and condition of high value biodiversity within the Dale Catchment (77,036 hectares). Issues to be addressed include linking of remnants to provide critical habitats, improvement in the condition of riparian vegetation, reduced nutrient flow into the Dale River (which flows into the Avon River), pest control and inappropriate fire regimes.</p>	<ul style="list-style-type: none"> • protection of an area that contains high value biodiversity assets and large areas of remnant vegetation. • protection of the quality of water in the Dale River. • community engagement in landscape scale biodiversity conservation. 	427,850	256,710	85,570	85,570

Avon River Channel	This proposal is directed at managing the water quality in the Avon River and improving the ecological function of the system. Implementation of River Recovery Plans will include revegetation and fencing to control sedimentation of the channel. Priority Pools on the Avon will have existing management plans implemented; this involves dredging to return hydraulic capacity, installation of riffles and restoration of riparian vegetation. The natural pools on the Avon provide the only summer refuge for aquatic fauna when this ephemeral river ceases to flow over summer.	<ul style="list-style-type: none"> • continued improvement in the water quality of the Avon River. • restoration of priority pools hydraulic capacity. 	558,780	335,268	111,756	111,756
Avon River Tributaries	This proposal is directed at managing the water quality and improving the ecological function of the priority Mortlock North and Dale tributaries. Mortlock North is the largest contributor of sediment into the Avon. River recovery planning has identified revegetation and fencing as priority on ground works. This proposal will also see foreshore assessment of the Eastern Wheatbelt waterways completed.	<ul style="list-style-type: none"> • improved water quality of the Mortlock North and Dale tributaries of the Avon River. • Eastern Wheatbelt Foreshore assessment completed. 	496,770	298,062	99,354	99,354
Recovering Valley Floor Environments	This proposal will achieve improvements in ecological condition and productive capacity of valley floor soils affected by secondary salinity. Working with farmers and the CRC for Future Farm Industries, salt tolerant shrubs, trees and perennial pastures	<ul style="list-style-type: none"> • salinity management options implemented to improve ecosystem function and production in 1000 ha of valley floor in priority catchments. 	527,750	316,650	105,550	105,550

	will be used to reduce recharge to local groundwater flow, providing improved farm production and environmental benefits.					
Ecosystem Services for our Farming Future	This proposal will increase farmer understanding of the value of ecosystem services as a component of productive farming systems. Working with local farmer group networks, it will enable the adoption of sustainable farming practices in relation to minimum-tillage systems involving a combination of innovative approaches to seeding crops, livestock management, effective weed management, maintaining soil cover and ensuring good soil health.	<ul style="list-style-type: none"> 30% of land managers in identified priority areas participate in knowledge exchange on current recommended practices for the retention of top soil, soil carbon and appropriate soil structure and 50% change management practices as a direct result of the targeted extension program. 	497,800	298,680	99,560	99,560
Optimising Soil pH for Sustainable Farm Practices	This proposal will demonstrate how appropriate soil pH provides multiple environmental benefits including a more efficient fertilizer regime, better access to moisture in the plant root zone, increased ground cover and reduced erosion. The Avon Catchment Council has identified areas with low surface /sub-surface pH, high potential environmental benefits but low adoption of improved land management practices and will work with farmers in these areas.	<ul style="list-style-type: none"> 80% of land managers in identified priority areas participate in knowledge exchange on current recommended practices for ameliorating soil acidity and 20% change management practices as a direct result of the targeted extension program. 	277,800	166,680	55,560	55,560
Noongar (Indigenous) engagement and traditional knowledge in Natural	This proposal aims to increase indigenous engagement and participation in NRM. It will focus on an exchange of knowledge about Aboriginal sites and cultural assets; increasing indigenous	<ul style="list-style-type: none"> network of indigenous community members representing the four groups in Avon established. 	478,770	287,262	95,754	95,754

Resource Management (NRM)	capacity to develop and implement management actions for priority NRM traditional sites; on ground environmental management of indigenous land; and developing practical opportunities for Indigenous people to benefit from NRM investments.	<ul style="list-style-type: none"> indigenous community members provided with opportunities to be involved in ACC projects. 				
Community Skills, Knowledge and engagement	This proposal will create opportunities for participation in NRM by linking community members with NRM projects. Avon Catchment Council (ACC) will provide NRM knowledge and support to the community via forums and networks. It will be a conduit of information between government and community NRM organisations including agricultural production groups, catchment groups, remaining LCDCs and a diverse range of local community of interest groups such as Toodyay Friends of the River. ACC will also promote opportunities for increased local government engagement.	<ul style="list-style-type: none"> ACC Engagement framework established. Community engagement initiatives developed. Community/stakeholder consultation for Strategy review. Report on building community capacity completed. 	545,780	327,468	109,156	109,156
TOTAL			4,609,000	2,765,400	921,800	921,800

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

SCHEDULE 1 – NORTHERN AGRICULTURAL CATCHMENT COUNCIL

Program Name	Program Description	Expected Outcomes	Total funding approved (\$)	*Payment 1 – on signature of this Agreement	*Payment 2 – on receipt by the Commonwealth of the 31 January Financial-Milestone report	*Payment 3 – on acceptance by the Commonwealth of the 31 January Financial-Milestone report
Threatened & Invasive Species Management	This program will contribute to the management, protection, and conservation of critically endangered and threatened species and communities in the NAR by targeting the implementation of nationally threatened flora and fauna recovery plans, controlling feral animals and weeds – specifically in high value biodiversity areas. Also increasing the protection of habitat for threatened local fauna, and enhancing community awareness, engagement and increased participation.	<p>This program will provide</p> <ul style="list-style-type: none"> • increased biodiversity outcomes for the endangered and threatened species and communities such as the White Featherflower, Western Spiny-Tailed Skink, Mingenew Everlasting, and the Australian Sea Lion, • a reduction in the threats and impacts on significant habitat and communities, • Interim Recovery Plans developed, and • habitat and feeding grounds conserved for Carnaby's Black Cockatoo and Mallee Fowl 	709,500	425,700	141,900	141,900
High Value Biodiversity Protection	This program aims to ensure that regional biodiversity is maintained and protected for all terrestrial, aquatic and marine habitats. The program builds on existing biodiversity identification and recovery activities across the region, particularly the “ <i>Hidden Treasures</i> ” project, to target the protection and management of high value native vegetation using an array of market-based instruments and incentives. Community capacity will be developed to encourage effective	<p>This program will provide:</p> <ul style="list-style-type: none"> • active management of high value native vegetation areas for biodiversity, • up to 160 hectares of high value remnant vegetation being identified, conserved and managed, • increase by 40 hectares of strategic revegetation in the region to enhance biodiversity • local native seed bank 	619,500	371,700	123,900	123,900

	participation.	developed to collect, catalogue, and release seed for propagation.				
Coastal Dune Protection & Rehabilitation	This program builds on current community engagement activities to manage and protect the fragile and highly threatened coastal ecosystems while optimizing the social, environmental and economic benefits. In partnership with Local Government, this will be achieved through coordinated implementation of dune works including track closures, fencing, revegetation, weed and feral animal control; coastal vegetation protection; and development and implementation of coastal management plans for sustainable recreation and tourism, particularly in high value areas. The program also aims to improve the current management of the Albrohlos Islands and Jurien Bay Marine Park.	This program will provide: <ul style="list-style-type: none"> • stabilised dunes under active management, • action plans developed and implemented for protection of highly threatened dune systems, • skills, knowledge and resources of local coastal communities and groups enhanced to contribute to improved dune health and reduced human impact, and • coastal management strategies developed to improve the high value coastal environments through better understanding and management of local threats. 	829,000	497,400	165,800	165,800
Estuaries, Stream & Wetland Health	This program contributes to priority management activities across the catchment to improve water quality in estuaries, streams and wetlands including fencing, revegetation, weed control, native fish identification and management in coastal streams. This will include a range of actions required to address the impacts of nutrients and salinity on the waterways and wetlands.	This program will contribute to: <ul style="list-style-type: none"> • improved water quality in waterways that discharge into the coastal environment, • improved aquatic health and enhanced habitat for native fish • reduced salinity and nutrient levels in river systems. 	519,000	311,400	103,800	103,800
Sustainable Farming Systems for the NAR	This program aims to ensure agricultural soils and resources are improved and managed in a healthy, productive and sustainable way through the broader application of Environmental Management Systems	This program will achieve: <ul style="list-style-type: none"> • improved landscape health via better farm management, and activities with farming communities to change practices to introduce 	1,208,000	724,800	241,600	241,600

	(EMS) to continue to develop and adopt ecosystem services within production systems and the establishment of woody perennials.	sustainable farming principles that achieve landscape-scale change. • Establishment of 300ha of woody perennials				
Regional Capacity Building	This program will include a range of activities across NRM priorities. This includes the development and implementation of a regional social marketing strategy. The community's capacity will be enhanced to apply best management practices in all aspects of resource use in the region to effectively contribute to the national priorities.	This program will: • ensure key NRM concepts are clearly understood by resource managers and used to shape management strategies, • facilitate NRM communication with significant effort on engagement and support of Local Government's participation in NRM,	524,000	314,400	104,800	104,800
Indigenous Ranger program	The project encourages Indigenous community participation in planning and delivery of regional Caring for our Country outcomes by recognising their extensive and practical knowledge of the processes and characteristics that drive the systems in their natural environment. The project will engage rangers to manage sites identified by the Yamatji and the South West Aboriginal Land and Sea Councils, including implementation and ongoing management and development of identified Aboriginal sites under current programs. Cultural awareness activities will also be created and implemented to the broader community to encourage participation.	The program will achieve: • engagement of Traditional Owners in the management and protection of sites of Aboriginal significance, • increased awareness of Aboriginal culture and heritage by the community with improved relationships with traditional owners • site management plans prepared and implemented for Aboriginal Land and significant • recording and utilizing local experience and knowledge to enhance the efforts of land managers to conserve and restore priority natural assets in the NAR.	190,000	114,000	38,000	38,000
TOTAL			4,599,000	2,759,400	919,800	919,800

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

SCHEDULE No1 – RANGELANDS COORDINATING GROUP

Program Name	Program Description	Expected Outcomes	Total funding approved (\$)	*Payment 1 on signature of this Agreement	*Payment 2 on receipt by Commonwealth of the 31 January Financial - Milestone report	*Payment 3 on acceptance by Commonwealth of the 31 January Financial- Milestone report
EcoFire –East Kimberley	This program will support neighbouring land managers to work together to control wildfire, evaluate this coordinated fire management, and develop on-going management plans for the issues identified to be addressed.	<ul style="list-style-type: none"> • improved fire regimes which will have a positive impact on vegetation communities and a range of nationally threatened species and ecological communities • increased protection of Indigenous cultural sites • improved productivity of pastoral enterprises • reduced infrastructure damage and enhanced tourism values 	462,329	277,397	92,466	92,466
Satellite Remote Sensing to Monitor Weeds of National Significance	This program will assess the use of satellite remote sensing as a tool to determine weed encroachment into remote rangelands plant communities.	<ul style="list-style-type: none"> • improved ability to determine priority areas of woody weed spread • improved identification of areas of high risk of weed invasion and key areas for protection • identify the distribution of weeds of national significance in remote areas of the WA rangelands focussing on mesquite, Parkinsonia and prickly acacia 	451,710	271,026	90,342	90,342
Human Use Threats to Priority Coastal Environments on the Kimberley Coast	This program will analyse the current and probable future human use impacts on the coastal environment near key urban settlements and other poorly serviced coastal recreational locations on the Kimberley coast.	<ul style="list-style-type: none"> • geographic information systems based data package of human uses at priority sites • improved reporting of key human threats and priority areas • better informed land use planning along the Kimberley coast. 	373,619	224,171	74,724	74,724
Building on Opportunities: Lakes	This group of projects builds on previous work to improve water quality in critical river	<ul style="list-style-type: none"> • further monitoring data compiled on nutrient and pesticide levels in tailing water from the Ord Irrigation Area 	777,024	466,214	155,405	155,405

Kununurra and Argyle	catchments across the Kimberley region, through improved grazing, weed and fire management. Focus catchments are the Ord and Fitzroy.	<ul style="list-style-type: none"> improved grazing land management in the upper Ord catchment continued improvement in water quality of the Ramsar listed Lakes Kununurra and Argyle 				
Developing and Implementing a Risk Management Plan for the Fitzroy River Catchment	This program will develop a risk assessment framework and undertake risk analyses for significant locations and pressures in the Fitzroy River Catchment.	<ul style="list-style-type: none"> improved understanding and mapping of the different community values of the Fitzroy River increased skill development, on-going engagement and participation of Indigenous and other stakeholders in catchment and river management maintenance of the high environmental, social and cultural values of the Fitzroy River Catchment 	433,191	259,915	86,638	86,638
Building on Opportunities: Pilbara wild river areas.	This program aims to manage the impacts on natural resources in WA's most intensive region for mining development. Planning is focused on the key catchments of the Fortescue and DeGrey Rivers.	<ul style="list-style-type: none"> Pilbara Indigenous communities and mining interests actively involved in integrated catchment management water quality, riparian zone and catchment condition improved for the priority Pilbara region waterways 	796,450	477,870	159,290	159,290
Working with Kimberley Aboriginal Communities: Caring for Country Plan	The program will develop a whole-of-country (land and sea) plan for Kimberley Aboriginal people, complementing current NRM plans and strategies which do not always adequately incorporate Aboriginal perspectives and opportunities.	<ul style="list-style-type: none"> an Aboriginal driven strategy for sustainable management of natural, cultural, social, language and economic priorities for investment improved strategies for delivering biodiversity and other NRM outcomes Regional Partnership Agreement - including Aboriginal people, Government, industry and NRM groups, sharing responsibility to deliver on-ground outcomes 	442,256	265,354	88,451	88,451
Indigenous Emissions	This program will assist Indigenous communities to	<ul style="list-style-type: none"> develop a model which will provide land managers with the ability to generate carbon 	673,421	404,053	134,684	134,684

Trading Scheme in the Western Australian Rangelands	harness the development opportunities of carbon-trading in the WA rangelands.	offset permits <ul style="list-style-type: none"> • indigenous communities become key players in the trading of rangelands carbon • improvement in land condition and biodiversity on indigenous-held land, improved livestock productivity and business performance 				
TOTAL			4,410,000	2,646,000	882,000	882,000

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

SCHEDULE 1 – SOUTH COAST NRM

Program Name	Program Description	Expected Outcomes	Total funding approved (\$)	*Payment 1 on signature of this Agreement	*Payment 2 on receipt by Commonwealth of the 31 January Financial - Milestone report	*Payment 3 on acceptance by Commonwealth of the 31 January Financial- Milestone report
Biodiversity	This program supports the implementation of recovery plans and interim recovery plans for the following EPBC listed threatened species and communities: Gilbert's Potoroo, Dibbler, Numbat, Noisy Scrub Bird, Western Ground Parrot, Carnaby's Black Cockatoo and <i>Dryandra montana</i>.	Protection and recovery of EPBC listed threatened flora, fauna and ecological communities through activities such as: <ul style="list-style-type: none"> •survey and monitoring of key populations in national parks and neighbouring crown reserves •captive breeding, cross-fostering and translocation to alternative habitats •on-ground works such as fencing remnant vegetation and revegetation •awareness raising activities including newsletters and community field meetings 	1,080,570	648,342	216,114	216,114
Phytophthora Dieback	This program will protect biodiversity assets in the region from <i>Phytophthora</i> dieback, a key threatening process listed under the EPBC Act, and improve the knowledge and skills base of the regional community in identifying and managing <i>Phytophthora</i>. The focus area for risk assessment is Cape Arid national park and surrounds near Esperance, and management and implementation work will target the Ravensthorpe Range and Fitzgerald River National Park.	Biodiversity assets protected from <i>Phytophthora</i> through: <ul style="list-style-type: none"> •dieback risk assessment map prepared for one regional priority area •dieback management and hygiene plan prepared and implemented for one regional priority area •enhanced community skills, knowledge and engagement in identifying and managing dieback through mapping of infected and uninfected areas, training for hygiene planning and compliance, and communication activities and products 	313,034	187,820	62,607	62,607
Coast and marine	This program will protect and rehabilitate priority coastal	Condition of coastal and marine environments maintained and/or improved through:	582,847	349,709	116,569	116,569

	<p>areas, particularly those under pressure from population increase near the growth areas of Esperance, Hopetoun, Bremer Bay, Albany and Denmark; encourage good stewardship of coastal and marine resources; and improve knowledge and foster education and awareness in the community, including with indigenous communities.</p>	<ul style="list-style-type: none"> • o s and management activities such as protection and rehabilitation of dunes (fencing, track bollarding and beach access management) to address impacts of off road vehicles and recreation use • improved community awareness of coastal and marine systems and values through actions such as education and interpretive signage, fish waste disposal management and community-based monitoring of marine species and habitats • improved community capacity in coastal and marine activities through partnerships with local government and the fishing industry 				
Improved water quality through sustainable farm practices	<p>This program will work with landholders to protect natural assets of state, national and international significance through improved land management techniques, revegetation and riparian protection. Key assets and proposed actions include working with landholders in the following priority catchments to:</p> <ul style="list-style-type: none"> • Ramsar listed Lake Warden Wetland system: promote farm forestry, perennial pasture establishment and surface water management to address threats to the wetlands such as waterlogging, salinity and nutrient run off from agricultural land • Wilson Inlet: improve water quality (nutrients, sediment and salinity) through fencing of remnant vegetation, 	<p>Priority assets protected through:</p> <ul style="list-style-type: none"> • improved knowledge and condition of the assets (priority rivers, estuaries, inlets, wetlands and soils) • maximised community engagement in the uptake of sustainable farm practices through incentives mechanisms and awareness raising activities such as field days, trials, training and workshops • monitoring and evaluation activities undertaken such as surveys of waterbirds, water quality, vegetation and groundwater 	3,151,949	1,891,169	630,390	630,390

	<p>installation of stock crossings and offsite water points, soil testing to improve fertilizer regimes</p> <ul style="list-style-type: none"> •Wellstead Estuary/Bremer River: improve water quality in the river and estuary through on-ground works in the catchment such as revegetation, fencing of remnant vegetation, surface water management and perennial pastures •Oyster Harbour: reduce nutrients, salinity and sediment in the catchment by offering incentives for farm forestry, remnant vegetation protection and perennial pastures 					
Cultural connections	<p>This program aims to identify, enhance and protect the cultural values of natural assets in the region through working on country with Aboriginal Elders and the community. Opportunities for establishing joint management arrangements and Indigenous Protected Areas will be investigated</p>	<p>Cultural values of natural assets identified, enhanced and protected through:</p> <ul style="list-style-type: none"> •cultural values within priority natural resources identified, especially waterways •management frameworks developed for priority sites •training and skills development plan implemented through delivery of NRM skills training workshops to the Aboriginal community •on ground actions involving Noongar groups including fencing, revegetation, weed removal, erosion control and interpretive signage •cultural awareness raising activities undertaken and partnerships and networks maintained and improved 	792,600	475,560	158,520	158,520
TOTAL			5,921,000	3,552,600	1,184,200	1,184,200

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

SCHEDULE 1 – SOUTH WEST CATCHMENT COUNCIL

Program Name	Program Description	Expected Outcomes	Total funding approved (\$)	*Payment 1 – on signature of this Agreement	*Payment 2 – on receipt by the Commonwealth of the 31 January Financial-Milestone report	*Payment 3 – on acceptance by the Commonwealth of the 31 January Financial-Milestone report
Priority Biodiversity Recovery	Protect and conserve SWCC's critically endangered and threatened species and communities, two Ramsar wetlands, and priority remnant vegetation, by improving habitat, controlling disease, and managing threats such as wildfire, invasive species, salinity, and human impact.	<ul style="list-style-type: none"> • Undertake species recovery actions such as; species survey and monitoring, seed collection, testing of artificial shelters, captive breeding • improved habitat and population condition as identified in species recovery plans • protect Lake Muir-Byenup and Lake Toolibin Ramsar Wetlands • increase community awareness, and engagement in, biodiversity conservation and protection 	\$1,301,162	\$780,696	\$260,233	\$260,233
Strategic Responses to Pests Weeds and Disease	Target threats from invasive species in the SW Biodiversity Hotspot; controlling nationally listed weeds such as watsonia and couch grass, pests such as foxes and pigs, and dieback from <i>Phytophthora cinnamomi</i> in key threatened fauna habitat areas. It will also improve farm biosecurity and sustainable agriculture by reducing disease risk.	<ul style="list-style-type: none"> • minimise the impacts of environmental weeds, feral animals and dieback on threatened species and communities • improve community knowledge and capacity to manage a range of threats including; salinity and invasive species 	\$295,936	\$177,562	\$59,187	\$59,187
Coastal and Near Shore Management	Manage and conserve coastal and near shore environments through SWCC's local	<ul style="list-style-type: none"> • increased protection of threatened coastal and near shore marine species 	\$464,265	\$278,559	\$92,853	\$92,853

	<p>community Coastcare groups.</p> <p>Threatened species and communities will be targeted, including; Microbial Ecological Communities, aquatic snails; seabird nesting sites such as hooded plover, bridled terns; and marine mammals such as seals.</p>	<ul style="list-style-type: none"> • minimise the impact of threats such as invasive species and nationally listed weeds on migratory bird and marine mammal habitats • improve community knowledge and skills to enable protection and recovery of coastal and near shore habitats and species such as hooded plover, bridled terns and seals. 				
Aquatic Habitat Recovery and Protection	<p>Targeted management actions for salinity and water quality recovery, and waterway health improvement for river systems and wetlands.</p> <p>Works will include protection and conservation of riparian vegetation, erosion control, water quality monitoring, reduced pollutant discharges, targeted salinity intervention and promotion of water sensitive design in all new developments.</p> <p>Priorities for wetlands will include on-ground water quality protection and conservation works for the Peel-Yalgorup and Vasse-Wonnerup Ramsar sites.</p>	<ul style="list-style-type: none"> • reduced levels of salinity and nutrients in the river systems, estuaries and wetlands as measured at standard gauging stations • less discharge of pollutants such as phosphates to coastal environments • improved riverine habitat through revegetation and protection of streambanks • improved protection of Peel-Yalgorup and Vasse-Wonnerup Ramsar Wetlands via improvements to water quality • contribution to sustainable agriculture through improved biodiversity and associated ecosystem services • improved community knowledge of water quality and salinity impacts, issues and management 	\$1,926,670	\$1,156,002	\$385,334	\$385,334
Developing Sustainable Agricultural Practices	<p>Adoption of better land and water management practices by landholders across the region by assisting landholders with</p>	<ul style="list-style-type: none"> • improved water management in agricultural landscapes to minimize impact on production • improved community 	\$987,152	\$592,292	\$197,430	\$197,430

	<p>soil and nutrient management, management of seasonal variability, salinity management and property planning through the Best Farms program.</p> <p>Market based instruments (MBI) program will enable rural communities to adapt to climate change and will encourage adoption of sustainable farming practices.</p>	<p>knowledge, skills and capacity to address issues such as soil quality, salinity and climate change as measured by participation in MBI programs, workshops and field days</p> <ul style="list-style-type: none"> • promotion and improvement of agricultural sustainability as measured by uptake of MBI programs 				
NRM Community Engagement and Involvement	<p>Work with Local Government to support improved land use planning processes. Provide training and communication for NRM community groups.</p> <p>One component of this program is integrating Nyungar knowledge and NRM action through acknowledgment of traditional custodians as an important part of the local NRM decision-making process.</p>	<ul style="list-style-type: none"> • increased community skills, and engagement in biodiversity conservation and sustainable farm practices as measured by participation in workshops and field days • increased understanding of NRM priorities and involvement in management actions by the community, local government and Nyungar people • strengthened links with the Nyungar community enabling effective cooperative work in NRM across the region 	\$1,675,815	\$1,005,489	\$335,163	\$335,163
TOTAL:			\$6,651,000	\$3,990,600	\$1,330,200	\$1,330,200

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

SCHEDULE No1 – SWAN CATCHMENT COUNCIL

Program Name	Program Description	Expected Outcomes	Total funding approved (\$)	*Payment 1 – on signature of this Agreement	*Payment 2 – on receipt by the Commonwealth of the 31 January Financial-Milestone report	*Payment 3 – on acceptance by the Commonwealth of the 31 January Financial-Milestone report
Perth Biodiversity Coordination and Management Project	<p>This program will contribute to the management, protection and conservation of biodiversity areas under threat from Phytophthora Dieback and weeds of national significance. Working with local government and community groups, it will:</p> <ul style="list-style-type: none"> • Provide management assistance to improve wetland and bushland biodiversity and linkages across urban and peri-urban environments. • Provide training and education in best practice land management. • Identify and reduce introduction, spread and impact on high value bushland areas from Phytophthora Dieback. <p>Target weeds of national significance through promotion and implementation of management plans developed for the region.</p>	<ul style="list-style-type: none"> • An increase in the area of native vegetation protected from Dieback and nationally significant weeds • Identification and mapping of new areas infected by weeds and Dieback • Increase in the number of trees treated for Dieback • Improved hygiene practices of land managers and nursery industry organisations • Increase in the number of stakeholders skilled in the identification and management of weeds and Dieback • More habitat protected for endangered and threatened species, including Black Cockatoos 	\$722,090	\$433,254	\$144,418	\$144,418
Canning River and Eastern Tributaries Biodiversity Restoration Project	<p>This program aims to maintain and protect biodiversity occurring near the shoreline of the Swan-Canning River for terrestrial and aquatic habitats. Building on existing biodiversity research, work will be undertaken to minimise the impact of damaging</p>	<ul style="list-style-type: none"> • Improvement in biodiversity of approx 60 km of foreshore through protection and revegetation • Natural rehabilitation of habitat improved by revegetation, fencing and bank stabilisation 	\$203,530	\$122,118	\$40,706	\$40,706

	<p>events and to expand recovery activities including:</p> <ul style="list-style-type: none"> • Implementing a sediment remediation and reduction program. • Continuing the Swan-Canning Cleanup Program in conjunction with community, local government and industry. <p>Revegetation and stabilisation of tributaries and estuaries.</p>	<p>y / e matter,</p> <p>as defined in set targets</p> <p>Local government and the building industry helping to reduce sediment flow from stormwater drains</p>				
Swan-Canning River Critical Aquatic Habitats and Water Quality Project	<p>Significant impacts on the iconic Swan-Canning estuary and river system include urban and farming nutrient run off, increasing sediment flow and stormwater effluent this project will:</p> <ul style="list-style-type: none"> • Identify areas of high pollutants and examine sources for subsequent remediation work. • Continue to monitor, evaluate, research and remediate aquatic and coastal fauna and flora habitats. • Continue to work with stakeholders to undertake water quality field sampling and remediation activities. <p>Continue working with small to medium size enterprises, local government and developers to establish better work practices, development approval and industrial estate layouts.</p>	<ul style="list-style-type: none"> • Improved research, monitoring and evaluation of Swan-Canning river system • Remediation of damaging impacts to the Swan-Canning river system, such as storm water effluent • Development and implementation of coordinated water quality improvement plans • Increased local government and industry awareness of their impacts upon the health of the Swan Canning River system. • Continued adoption by local governments and developers of more environmentally friendly industrial estate layouts. 	\$733,000	\$439,800	\$146,600	\$146,600
Coastcare Program	<p>Threats to the coastline are being compounded by increased pressure for urban and industrial development. The project will:</p>	<ul style="list-style-type: none"> • Coastline areas at high risk of damage through urbanisation and development identified • An increase in the amount of 	\$268,170	\$160,902	\$53,634	\$53,634

	Provide support and guidance to community coastal groups, local governments and other stakeholders in research, conservation and protection of the coastline, through a range of on ground activities, such as planting and fencing.	<p>shoreline protected and revegetated</p> <ul style="list-style-type: none"> Stakeholders skilled and participating in coastal and aquatic monitoring, management and conservation activities 				
Sustainable Farm Practices	<p>There are significant number of rural and lifestyle landholders and industries which have an impact on biodiversity and water quality in the Swan Canning estuary. This project will:</p> <ul style="list-style-type: none"> Improve land management, by protecting remnant vegetation, reducing nutrient flows into water, and stabilising river banks. Support property planning to guide landholders in best management practices through educational activities. <p>Assist peri-urban fruit and vegetable growers to implement the best management practice developed for these industries.</p>	<ul style="list-style-type: none"> Reduced nutrient and sediment flow into the river system from rural landholders Reduced water usage on farms through improved irrigation technologies and land use Lifestyle and rural landholders contributing to environmental protection An increase in the area of remnant vegetation protected Improvement in industry partnerships and application of best environmental management practices 	\$863,750	\$518,250	\$172,750	\$172,750
NRM Community Engagement and Involvement	<p>The Swan region is predominantly an urban and peri-urban region, to better address NRM issues in the diverse and fragile ecosystem, this program will educate, train and involve local government, community groups, industry and other key stakeholders.</p> <p>Integrating Nyoongar knowledge and NRM action through acknowledgment of traditional custodians should be an important</p>	<ul style="list-style-type: none"> Increase knowledge sharing, cooperation between NRM players, integration of objectives and activities, and will reduce duplication, inconsistent and incompatible on-ground activities Increased indigenous NRM input into programs in the region Improved capacity for individuals, groups and 	\$439,460	\$263,676	\$87,892	\$87,892

	part of the local NRM decision-making process. Therefore, the Swan region Cultural Heritage Management Plan will be used to assist stakeholders to incorporate Indigenous values and NRM practices into their activities.	industry to plan and manage their land and impact upon the environment				
TOTAL			\$3,230,000	\$1,938,000	\$646,000	\$646,000
			Swan was provided with \$600,000 in June 2008 as an advance from Payment 1.			

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