

PROJECT AGREEMENT FOR YELLOW CRAZY ANT CONTROL - WET TROPICS OF QUEENSLAND

An agreement between:

- the **Commonwealth of Australia**; and
- the **State of Queensland**

The output of this project will be delivery of a program to control yellow crazy ant infestations in and adjacent to the Wet Tropics of Queensland World Heritage Area.

Project Agreement for Yellow Crazy Ant control - Wet Tropics of Queensland

OVERVIEW

1. This Project Agreement (the Agreement) is created subject to the provisions of the Intergovernmental Agreement on Federal Financial Relations (IGA FFR) and should be read in conjunction with that Agreement and its Schedules, which provide information in relation to performance reporting and payment arrangements under the IGA FFR.

Purpose

2. This Agreement will support the delivery of effective control of yellow crazy ants in and adjacent to the Wet Tropics of Queensland World Heritage Area for the next three years.

Reporting Arrangements

3. Queensland will report annually against the agreed milestones during the operation of this Agreement, as set out in Part 4 – Project Milestones, Reporting and Payments.

Financial Arrangements

4. The Commonwealth will provide an estimated total financial contribution to Queensland of \$9,000,000, exclusive of GST, in respect of this Agreement, as set out in Part 5 – Financial Arrangements.

PART 1 – FORMALITIES

5. This Agreement constitutes the entire agreement for this project.

Parties to this Agreement

6. This Agreement is between the Commonwealth of Australia (the Commonwealth) and the State of Queensland (Queensland).

Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and Queensland sign it and will expire on 30 June 2022 or on completion of the project, including final performance reporting and processing of final payments against milestones, unless terminated earlier or extended as agreed in writing by the Parties.

PART 2 – PROJECT OUTPUT

Output

8. The output of this Agreement will be effective control of Yellow Crazy Ant infestations in and adjacent to the Wet Tropics of Queensland World Heritage Area.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

Role of the Commonwealth

9. The Commonwealth will be responsible for:
 - (a) monitoring and assessing achievement against milestones in the delivery of the *Yellow Crazy Ant Control - Wet Tropics of Queensland* project under this Agreement to ensure that the output is delivered within the agreed timeframe;
 - (b) providing a consequent financial contribution to Queensland to support the implementation of this Agreement; and
 - (c) providing advice in relation to Australia's obligations under the World Heritage Convention and the provisions of the *Environment Protection and Biodiversity Conservation Act 1999*.

Role of Queensland

10. Queensland will be responsible for:
 - (a) providing a financial and/or in-kind contribution to support the implementation of this Agreement;
 - (b) all aspects of delivering on the project output set out in this Agreement; and
 - (c) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments.

Shared roles

11. The Commonwealth and Queensland will be jointly responsible for;
 - (a) agreeing Annual Implementation Plans;
 - (b) agreeing a three year Project Plan; and
 - (c) reviewing and updating the three year Project Plan annually.
12. Annual Implementation Plans should include details on scope, project schedule, budget, project stakeholders, governance arrangements, communication plan, high-level design plans and a risk management plan. Queensland has the flexibility to determine how to meet this requirement and can make use of existing information or documentation prepared for another purpose.
13. The Annual Implementation Plan is expected to be a flexible document that may be varied over time to accommodate changed circumstances. Variations to the Annual Implementation Plan that directly affect milestones and payments are subject to written agreement between the Commonwealth and Queensland Ministers.

14. The Parties will meet the requirements of Schedule E, Clause 26 of the IGA FFR, by ensuring that prior agreement is reached on the nature and content of any events, announcements, promotional material or publicity relating to activities under this Agreement, and that the roles of both Parties will be acknowledged and recognised appropriately.

PART 4 – PROJECT MILESTONES, REPORTING AND PAYMENTS

15. Table 1 summarises the milestones for the project, their relationship to the outputs, expected completion dates, relevant reporting dates and expected payments to be made. The Commonwealth will make payments subject to the annual performance report demonstrating the relevant milestone has been met.

Table 1: Performance requirements, reporting and payment summary

Output	Performance milestones or benchmarks	Report due	Payment
Delivery of a program to control Yellow Crazy Ants in and adjacent to the Wet Tropics World Heritage Area	Agree to a three year (2019-2022) Project Plan for control of Yellow Crazy Ants in the Wet Tropics. Agree to 2019-20 Annual Implementation Plan.	08/11/2019	\$3.0m
	Evidence that completion of scheduled stages/deliverables is in accordance with the agreed three year Project Plan and the 2019-20 Annual Implementation Plan. Review and update the three year Project Plan. Agree to 2020-21 Annual Implementation Plan.	25/08/2020	\$3.0m
	Evidence that completion of scheduled stages/deliverables is in accordance with the agreed three year Project Plan and the 2020-21 Annual Implementation Plan. Review and update the three year Project Plan. Agree to 2021-22 Annual Implementation Plan.	25/08/2021	\$3.0m

16. If a milestone is met in advance of the due date, where the relevant performance report demonstrates that the milestone has been met, the Commonwealth may make the associated payment earlier than scheduled provided it falls within the same financial year as the original milestone date.

Reporting arrangements

17. Queensland, represented by the Wet Tropics Management Authority, must provide the Commonwealth with reports in the form agreed with the relevant Commonwealth Department.
18. Queensland, represented by the Wet Tropics Management Authority, will provide performance reports in accordance with Part 4 and Table 1 during the operation of the Agreement. Each performance report is to contain a description of actual performance in the period to date against the project milestones.
19. A final report will be provided to the Commonwealth 40 days after the end of the project. The final report will contain a description of actual performance against all outstanding project deliverables.

PART 5 – FINANCIAL ARRANGEMENTS

20. The Commonwealth will provide an estimated total financial contribution to Queensland of \$9 million in respect of this Agreement. All payments are GST exclusive.
21. The Commonwealth's funding contribution will not be reduced where the States secure funding from other activity partners.
22. The Commonwealth's and Queensland's estimated financial contributions to the operation of this Agreement, including through National Partnership payments to the States paid in accordance with *Schedule D – Payment Arrangements* of the IGA FFR, are shown in Table 2.

Table 2: Estimated financial contributions

(\$ million)	2019-20	2020-21	2021-22	Total
Estimated total budget	6.0	6.0	6.0	18.0
Less estimated National Partnership Payments	3.0	3.0	3.0	9.0
Balance of non-Commonwealth contributions	3.0	3.0	3.0	9.0

23. Having regard to the agreed estimated costs of projects specified in this Agreement, a State or Territory will not be required to pay a refund to the Commonwealth if the actual cost of the project is less than the agreed estimated cost of the project. Similarly, the States bear all risk should the costs of a project exceed the agreed estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for the States to deliver projects cost effectively and efficiently.

PART 6 – GOVERNANCE ARRANGEMENTS

Enforceability of the Agreement

24. The Parties do not intend any of the provisions of this Agreement to be legally enforceable. However, that does not lessen the Parties' commitment to this Agreement.

Variation of the Agreement

25. The Agreement may be amended at any time by agreement in writing by both Parties.
26. Either Party to the Agreement may terminate their participation in the Agreement at any time by notifying the other Party in writing.

Delegations

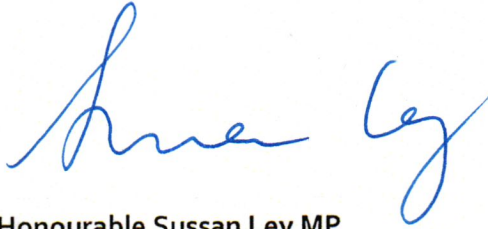
27. The Commonwealth Minister may delegate the assessment of performance against milestones and the authorisation of related project payments to senior Commonwealth officials, having regard to the financial and policy risks associated with those payments.

Dispute resolution

28. Either Party may give notice to the other Party of a dispute under this Agreement.
29. Officials of both Parties will attempt to resolve any dispute in the first instance.
30. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.

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

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

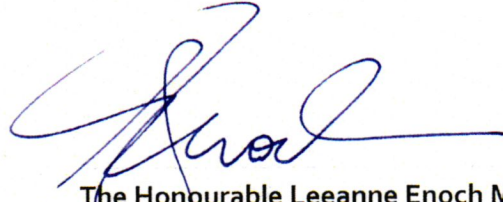


The Honourable Sussan Ley MP
Minister for the Environment

[Day] [Month] [Year]

13 February 2020

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



The Honourable Leeanne Enoch MP
Minister for Environment and the Great Barrier
Reef, Minister for Science and Minister for the Arts

[Day] [Month] [Year]

20 DECEMBER 2019