

# NATIONAL PARTNERSHIP AGREEMENT ON THE GREAT ARTESIAN BASIN SUSTAINABILITY INITIATIVE

Council of  
Australian  
Governments

An agreement between

- n the Commonwealth of Australia and
- n the States and Territories, being:
  - t The State of New South Wales
  - t The State of Queensland
  - t The State of South Australia
  - t The Northern Territory of Australia

This National Partnership Agreement promotes sustainable groundwater management systems for the Great Artesian Basin through strategic investments in groundwater infrastructure renewal and related activities.

This Agreement does not include projects which are included in the Intergovernmental Agreement on Murray Darling Basin Reform or the National Partnership Agreement on Water for the Future.



# National Partnership Agreement on the Great Artesian Basin Sustainability Initiative

INTERGOVERNMENTAL AGREEMENT ON  
FEDERAL FINANCIAL RELATIONS

## PRELIMINARIES

1. This Agreement is created subject to the provisions of the *Intergovernmental Agreement on Federal Financial Relations* and should be read in conjunction with that Agreement and subsidiary schedules. In particular, those schedules include direction in respect of performance reporting and payment arrangements.
2. This Agreement provides for funding from the Commonwealth's Great Artesian Basin Sustainability Initiative (GABSI) for the States and Territories to establish a sustainable groundwater management system for the Great Artesian Basin ('GAB' or 'Basin') through strategic investments in groundwater infrastructure renewal and related activities.
3. GABSI, which commenced in 1999, is an important initiative aimed at conserving and managing a large volume of Australian water resources on a sustainable basis. This Agreement relates to the third phase of GABSI which is intended to be the final phase of GABSI.
4. Implementation of the third phase of GABSI (the Program) will occur within the strategic framework of national natural resource management and environmental management agreements and strategies including – Caring for Our Country; Water for the Future; the National Strategy for Ecologically Sustainable Development; the National Water Quality Management Strategy; and the National Principles for the Provision of Water for Ecosystems.

## PART 1 – FORMALITIES

### Parties to this Agreement

5. The Parties to this Agreement are the Commonwealth of Australia and the States of New South Wales, Queensland and South Australia and the Northern Territory of Australia ("the States").

6. In entering this Agreement, the Parties recognise their mutual interest in improving outcomes in the management of the Basin's water resources and need to work together to achieve those outcomes.

## Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and one other Party sign the Agreement, and expires upon receipt of all States' final Program Report (Clause 24 refers), or earlier termination by agreement in writing by the Parties.

## ENFORCEABILITY OF THE AGREEMENT

8. 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.

## Delegations

9. The Commonwealth Parliamentary Secretary for Water ('Commonwealth Minister') is authorised to agree or amend, on behalf of the Commonwealth, annual Implementation Plans to be attached as schedules to this Agreement. The Commonwealth Minister may delegate the authority to agree to or amend an Implementation Plan.
10. The Commonwealth Minister or delegate is authorised to certify that payments may be made to the States on the achievement of performance benchmarks specified in Implementation Plans.
11. The relevant State or Territory Minister for Water or the Minister's delegate is authorised to agree or amend Implementation Plans on behalf of their State. Each Minister may delegate the authority to agree to or amend an Implementation Plan.

## PART 2 – OBJECTIVES, OUTCOMES AND OUTPUTS

### Objectives

12. The Parties aspire to a sustainable and on-going groundwater management system for the Basin.

### Outcomes

13. This Agreement will contribute to the following key outcomes:
  - (a) water savings and water pressure recovery through replacement of old bores legally operating in an uncontrolled state with controlled bores and efficient, controlled watering systems;
  - (b) maintenance of or improvement in water pressure within aquifers in proximity to, or beneath, high value GAB-dependant springs;

- (c) maintenance of critical infrastructure assets;
  - (d) sustainable water and land management in the Basin; and
  - (e) partnerships between government, industry and the community in the sustainable management and use of the groundwater resources of the Basin, both within and across State borders.
14. The Parties will implement commitments (as they apply to the Basin and other water resources) in accordance with National Water Initiative principles and timelines, and the Parties' progress in implementing these commitments is the subject of periodic review by the National Water Commission.

## Outputs

15. The objective and outcomes of this Agreement will be achieved by completion of projects and activities, as specified in the Implementation Plans.
16. At least 50 per cent of the water saved under GABSI will be directed to restoring pressure in the Basin and not be reallocated for consumptive purposes.

## PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

17. To realise the objectives and commitments in this Agreement, each Party agrees to meet the specific roles and responsibilities as defined in the Implementation Plans under this Agreement. In general, the roles of the Commonwealth and the States are outlined below.

### ROLE OF THE COMMONWEALTH

18. The Commonwealth will have responsibility for:
- (a) assessing and determining which projects are to be funded under this Agreement, in consultation with the States and in accordance with the assessment guidelines and project eligibility criteria at Schedule A;
  - (b) providing financial contributions to the States to support the delivery of projects under this Agreement ; and
  - (c) monitoring and assessing the performance in the delivery of services under this Agreement.

### ROLE OF THE STATES

19. The States have responsibility for:
- (d) working with the Commonwealth to develop Implementation Plans;
  - (e) delivering projects in accordance with Implementation Plans;

- (f) reporting on the delivery of projects as set out in *Part 4 – Performance Benchmarks and Reporting*; and
- (g) ensuring that prior agreement is reached with the Commonwealth on the nature and content of any events, announcements, promotional material or publicity relating to activities under an Implementation Plan, and that the roles of both Parties will be acknowledged and recognised appropriately.

## PART 4 – PERFORMANCE BENCHMARKS AND REPORTING

- 20. The States agree to report against key reporting requirements and performance benchmarks, indicators and milestones for projects, as detailed in their respective Implementation Plans.
- 21. Such key project performance benchmarks, indicators and milestones will be generally defined in terms of:
  - a) volume of water saved and water pressure recovered through replacement of old bores legally operating in an uncontrolled state with controlled bores and efficient, controlled watering systems; and
  - b) improvement in pressure within aquifers in proximity to, or beneath Basin-dependant springs.
- 22. Without limiting the nature of the performance benchmarks, indicators and milestones outlined in Clause 21, the Parties agree that such indicators will include, where relevant:
  - a) number and cost of eligible bores rehabilitated or plugged;
  - b) number, length and cost of controlled watering systems installed;
  - c) length of open bore drains replaced; and
  - d) number and cost of bores rehabilitated and/or piped that have a significant impact on pressure recovery at high value natural springs.
- 23. Each State will prepare an Annual Performance Report on the completion of the projects specified in each Implementation Plan.
- 24. Each State will also prepare a final Program Report within 90 days on the completion of all the projects agreed under annual Implementation Plans. The Program Report will be a stand-alone document that can be used for public information dissemination purposes regarding the Program. The final Program Report will:
  - a) describe the conduct, benefits and outcomes of the Program as a whole;
  - b) evaluate the Program from the State's perspective, including assessing the extent to which the objective has been achieved against the key performance benchmarks and indicators contained in Implementation Plans over the period of the Program, and explaining why any aspect was not achieved; and

- c) include a discussion of any other matters, relating to the Program, which the Commonwealth Minister or delegate notifies the State should be included in this final Project Report at least 30 days before it is due.

## PART 5 – FINANCIAL ARRANGEMENTS

### Funding

25. The Commonwealth will provide funding to a State upon completion of projects, as set out in the Implementation Plans. The estimated maximum amount of funding available under this Agreement is as follows:

2009-10	2010-11	2011-12	2012-13	2013-14
\$14.9 million	\$14.9 million	\$14.9 million	\$14.9 million	\$14.9 million

26. For a project where a contribution from a private party who will receive a direct benefit from Commonwealth funding provided under the Program (hereinafter referred to as a 'third party') is required, the Commonwealth will make a financial contribution of 50 percent of the remaining estimated total cost of such a project, as specified in the Implementation Plan.
27. For a project where a third party contribution is not required, the Commonwealth will make a financial contribution of 50 percent of the estimated total cost of such a project, as specified in the Implementation Plan.
28. The State may secure funding from activity partners other than a third party through an innovative and collaborative partnership, provided the Commonwealth agrees to such funding, as specified in the Implementation Plan.
29. Having regard to the estimated costs of projects specified in an Implementation Plan, a State 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 State bears all risk should the costs of a project exceed the estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for the State to deliver projects cost-effectively and efficiently.

## PART 6 – GOVERNANCE ARRANGEMENTS

### MID-TERM REVIEW

30. An independent mid-term evaluation of the Program will be undertaken in 2011, to be completed by 31 December 2011, or at a time when all States have completed at least two annual Implementation Plans, to examine the implications for the remainder of the Agreement.
31. The Commonwealth will consult with the States on the establishment of the review.

## EVALUATION OF THE THIRD PHASE OF GABSI

32. The Program will be reviewed by the Commonwealth with regard to progress made by the Parties in respect of achieving the objectives, outcomes and outputs in this Agreement. The evaluation is to be completed as soon as practicable following receipt of all States' final Program Reports.

## DISPUTE RESOLUTION

33. Any Party may give notice to other parties of a dispute under this Agreement.
34. The relevant Parties will attempt to resolve any dispute in the first instance.
35. If a dispute cannot be resolved it may be escalated to relevant Ministers for consideration.
36. If a dispute cannot be resolved by the relevant Ministers, it may be referred by a party to COAG for consideration.

## VARIATION OR TERMINATION OF THE AGREEMENT

37. This Agreement may be amended at any time by agreement in writing by the Ministers or their delegates and under the terms and conditions agreed by the relevant Parties.
38. A Party to the Agreement may terminate its participation in the Agreement at any time by notifying all the other Parties in writing.



National Partnership Agreement on the Great Artesian Basin Sustainability Initiative

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

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

\_\_\_\_\_  
**The Honourable Kevin Rudd MP**  
Prime Minister of the Commonwealth of Australia

\_\_\_\_\_ 2009

*Signed for and on behalf of the  
State of New South Wales by*

\_\_\_\_\_  
**The Honourable Nathan Rees MP**  
Premier of the State of New South Wales

\_\_\_\_\_ 2009

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

\_\_\_\_\_  
**The Honourable Anna Bligh MP**  
Premier of the State of Queensland


\_\_\_\_\_ 2009

*Signed for and on behalf of the  
State of South Australia by*

\_\_\_\_\_  
**The Honourable Mike Rann MP**  
Premier of the State of South Australia

\_\_\_\_\_ 2009

*Signed for and on behalf of the Northern  
Territory by*

  
\_\_\_\_\_  
**The Honourable Paul Henderson MLA**  
Chief Minister of the Northern Territory of Australia

\_\_\_\_\_ 2009


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Prime Minister of the Commonwealth of Australia

\_\_\_\_\_ 2009

*Signed for and on behalf of the  
State of New South Wales by*

  
\_\_\_\_\_  
**The Honourable Kristina Keneally MP**  
Premier of the State of New South Wales

\_\_\_\_\_ 2009

*28 April 2010*

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

\_\_\_\_\_  
**The Honourable Anna Bligh MP**  
Premier of the State of Queensland

\_\_\_\_\_ 2009

*Signed for and on behalf of the  
State of South Australia by*

\_\_\_\_\_  
**The Honourable Mike Rann MP**  
Premier of the State of South Australia

\_\_\_\_\_ 2009

*Signed for and on behalf of the Northern  
Territory by*

\_\_\_\_\_  
**The Honourable Paul Henderson MLA**  
Chief Minister of the Northern Territory of Australia

\_\_\_\_\_ 2009

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Prime Minister of the Commonwealth of Australia  
\_\_\_\_\_ 2009

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State of New South Wales by*

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**The Honourable Nathan Rees MP**  
Premier of the State of New South Wales  
\_\_\_\_\_ 2009

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State of Queensland by*

.....  
**The Honourable Anna Bligh MP**  
Premier of the State of Queensland  
\_\_\_\_\_ 2009

*Signed for and on behalf of the  
State of South Australia by*

.....  
**The Honourable Mike Rann MP**  
Premier of the State of South Australia

*\_\_\_\_\_ 2009*  
*Acting Premier*

*Signed for and on behalf of the Northern  
Territory by*

.....  
**The Honourable Paul Henderson MLA**  
Chief Minister of the Northern Territory of Australia  
\_\_\_\_\_ 2009

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of Australia by*

**The Honourable Kevin Rudd MP**  
Prime Minister of the Commonwealth of Australia

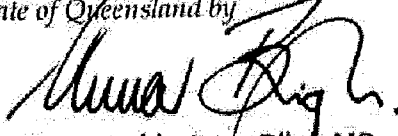
\_\_\_\_\_ 2009

*Signed for and on behalf of the  
State of New South Wales by*

**The Honourable Kristina Keneally MP**  
Premier of the State of New South Wales

\_\_\_\_\_ 2009

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

  
**The Honourable Anna Bligh MP**  
Premier of the State of Queensland

\_\_\_\_\_ 2009

*Signed for and on behalf of the  
State of South Australia by*

**The Honourable Mike Rann MP**  
Premier of the State of South Australia

\_\_\_\_\_ 2009

*Signed for and on behalf of the Northern  
Territory by*

**The Honourable Paul Henderson MLA**  
Chief Minister of the Northern Territory of Australia

\_\_\_\_\_ 2009

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of Australia by*



**The Honourable Kevin Rudd MP**  
Prime Minister of the Commonwealth of Australia

14 MAY 2010 2010

*Signed for and on behalf of the  
State of New South Wales by*

**The Honourable Kristina Keneally MP**  
Premier of the State of New South Wales

\_\_\_\_\_ 2010

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

**The Honourable Anna Bligh MP**  
Premier of the State of Queensland

\_\_\_\_\_ 2010

*Signed for and on behalf of the  
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**The Honourable Mike Rann MP**  
Premier of the State of South Australia

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*Signed for and on behalf of the Northern  
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**The Honourable Paul Henderson MLA**  
Chief Minister of the Northern Territory of Australia

\_\_\_\_\_ 2010



# Assessment Guidelines and Project Eligibility Criteria

## NATIONAL PARTNERSHIP AGREEMENT ON THE GREAT ARTESIAN BASIN SUSTAINABILITY INITIATIVE

### ASSESSMENT GUIDELINES

- A1 These Assessment Guidelines provide advice to assist the States prepare annual Implementation Plans.
- A2 The Commonwealth agrees to assess the Implementation Plan for inclusion as a schedule to this Agreement in accordance with the Assessment Guidelines set out in this Schedule.
- A3 The State Minister will provide to the Commonwealth Minister, for his or her consideration, an Implementation Plan for each financial year that will, for each major Zone (or, possibly, aggregations of minor Zones), contain a Project Submission for each proposed project (Proposal) that details:
- a) estimated costings and completion date for each activity under each Proposal;
  - b) the process by which the Proposal has been selected, including the method by which the voluntary interest of eligible third parties for assistance under the Program has been called for and assessed;
  - c) the proposed funding formulas to be applied to each Proposal activity (including details of proposed Commonwealth, State, third party and other contributions, where relevant);
  - d) the methods adopted to design and implement Proposals and, where necessary, justification for the particular approach taken;
  - e) the standards and quality assurance processes intended to be implemented including any contractual obligations to ensure that design and quality standards are maintained;
  - f) relevant performance benchmarks, indicators and milestones for each Proposal (for example, estimated water savings, expected improvement in water pressure near Basin-dependant springs, etc); and
  - g) other relevant information requested by the Commonwealth Minister.
- A4 In estimating the costings for each activity under each Proposal, the Commonwealth will accept both cash and in-kind contributions from the State. Only direct costs associated with the Program are acceptable as such contributions. Administration items incurred, irrespective of the Program, and salaries and wages for officers spending less than 20 per cent of their time on the Program, should not be included.

- A5 Where the State includes the costs for salaries and wages of personnel, only costs for items such as superannuation, workers compensation, leave loading and payroll tax, paid in conjunction with such salaries and wages, may be charged, to a maximum of 25 per cent of salary.
- A6 In considering whether to agree to the Implementation Plan submitted by the State, the Commonwealth Minister will assess:
- a) its consistency with the objectives, outcomes and outputs of this Agreement;
  - b) the transparency and equity of the process used to determine Proposals;
  - c) the 'value for money' of the Proposals, having particular regard to the cost of each Proposal compared to the water estimated to be saved for the environment and the degree of protection to high value natural springs afforded by such a Proposal;
  - d) the performance achieved by the State against relevant benchmarks, indicators and milestones for the previous financial year, as reported in the Annual Performance Report for that year; and
  - e) the amount of funding available each financial year for this purpose
- A7 Should the Commonwealth agree to contribute funds, payments will be made subject to the State achieving milestones specified in the Implementation Plan.

## PROJECT ELIGIBILITY CRITERIA

- A8 Projects and activities that are eligible for funding under the Program include:
- a) rehabilitation or replacement of old bores legally operating in an uncontrolled state with controlled bores and efficient, controlled watering systems, particularly where such works will maintain or improve the flow of water to high value GAB-dependant springs;
  - b) rehabilitation or replacement of critical failure of infrastructure assets, previously rehabilitated under earlier programs jointly funded by the Parties, due to the impact of highly corrosive areas or a generic failure of technology not due to poor workmanship;
  - c) activities to assist in supporting sustainable water and land management in the Basin, such as property management planning, and weed/feral animal management;
  - d) activities to encourage best practice approaches to maintaining water extraction and distribution infrastructure;
  - e) activities to improve monitoring under the Basin-wide Monitoring Network ;
  - f) activities that address critical infrastructure failure;
  - g) activities to promote partnerships between government, industry and the community in the sustainable management and use of the groundwater resources of the Basin, both within and across State borders; and
  - h) activities to investigate other water wastage issues in the Basin, provided such projects do not duplicate other measures able to be funded under other Commonwealth programs.
- A9 Projects and activities under A8 (a) above are those that always require third party financial contributions.



- A10 For projects and activities under A8 (b) – A8 (h), the need for third party financial contributions will be considered on a case by case basis.
- A11 The Commonwealth does not expect to provide support through Caring for Our Country, or other elements of Water for the Future, for any project that could be approved under the third phase of GABSI. However, Basin projects unrelated to infrastructure rehabilitation/replacement activities might still be eligible for funding under the Caring for Our Country or Water for the Future.