

PROJECT AGREEMENT FOR THE NATIONAL WHALE STRANDING ACTION PLAN

An agreement between:

- n the Commonwealth of Australia; and
- n the States and Territories of
 - t New South Wales,
 - t Victoria,
 - t Queensland,
 - t Western Australia,
 - t South Australia,
 - t Tasmania, and
 - t the Northern Territory.

The output of this project will be to improve the States' capacity to respond to whale stranding and entanglement incidents around Australia.

Project Agreement for the National Whale Stranding Action Plan

PRELIMINARIES

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.
2. This Agreement will support the delivery of the National Whale Stranding Action Plan.

PART 1 – FORMALITIES

Parties to this Agreement

3. This Agreement is between the Commonwealth of Australia (the Commonwealth) and the States and Territories of New South Wales, Victoria, Queensland, Western Australia, South Australia, Tasmania and the Northern Territory (the States).

Term of the Agreement

4. This Agreement will commence as soon as the Commonwealth and one other Party sign the Agreement and will expire on 30 June 2017, 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 OUTPUTS

Outputs

5. The outputs of this Agreement will be:
 - (a) purchase of equipment to assist on-ground crews in responding to whale, dolphin and porpoise (whale) stranding and entanglement incidents;
 - (b) development of a nationally accredited disentanglement course aligned to a national unit of competency and / or, coordination of relevant staff to attend a nationally accredited whale disentanglement training course;
 - (c) development of a nationally accredited whale stranding incident course aligned to a national unit of competency and / or, coordination of appropriate personnel to attend a nationally accredited whale stranding incident course; and
 - (d) finalisation of a Whale Disentanglement Simulator to replicate entanglement scenarios to support training of operational staff (Western Australia only).

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

Role of the Commonwealth

6. The Commonwealth will be responsible for:
 - (a) monitoring and assessing achievement against milestones in the delivery of the National Whale Stranding Action Plan to ensure that outputs are delivered within the agreed timeframe; and
 - (b) providing a consequent financial contribution to the States to support the implementation of this Agreement.

Role of the States

7. The States will be responsible for:
 - (a) providing an in-kind contribution to support the implementation of this Agreement;
 - (b) all aspects of delivering on the project outputs set out in this Agreement; and
 - (c) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments.
8. Additionally, Western Australia is responsible for finalising a Whale Disentanglement Simulator to replicate entanglement scenarios to support training of operational staff.

Shared roles

9. The Commonwealth and the States will be jointly responsible for agreeing milestones, for inclusion in bilateral Schedules to this Agreement, in accordance with Part 4 – Project Milestones, Reporting and Payments.
10. The Parties will meet the requirements of Schedule E, Clause 26 of the Intergovernmental Agreement on Federal Financial Relations, 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

11. Achievement of the outputs of this Agreement will be assessed against the performance milestones to be set out in bilateral Schedules to this Agreement, which will be agreed in writing by relevant Commonwealth and State Ministers.

Reporting arrangements

12. The States will provide annual performance reports outlining achievements against the agreed performance milestones in accordance with their respective Schedules.
13. Reporting will be limited to that which is required to demonstrate that agreed outputs, as measured by achievement against performance milestones have been met.
14. Where all relevant milestones are met in advance of the due date, subject to the relevant performance report demonstrating the milestones have 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.

PART 5 – FINANCIAL ARRANGEMENTS

15. The Commonwealth will provide a total financial contribution to the States of \$584,304 in respect of this Agreement. All payments are GST exclusive.
16. The Commonwealth's funding contribution will not be reduced where the States secure funding from other activity partners through innovative and collaborative partnerships.
17. The Commonwealth's and the States' estimated financial contribution to the operation of this Agreement, including through National Partnership payments to the States paid in accordance with Schedule D — Payment Arrangements of the Intergovernmental Agreement on Federal Financial Relations, are shown in Table 1.

Table 1: Estimated financial contributions

(\$)	2014-15	2015-16	2016-17	Total
Estimated total budget	274,708	86,821	222,775	584,304
Less estimated National Partnership Payments				
New South Wales	37,938	12,403	31,825	82,166
Victoria	33,075	12,403	31,825	77,303
Queensland	39,668	12,403	31,825	83,896
Western Australia	67,637	12,403	31,825	111,865
South Australia	27,998	12,403	31,825	72,226
Tasmania	34,659	12,403	31,825	78,887
Northern Territory	33,733	12,403	31,825	77,961
Subtotal				
Commonwealth Own-Purpose Expenses	0	0	0	0
Balance of non-Commonwealth contributions	0	0	0	0

18. Having regard to the agreed estimated costs of projects specified in a Project 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

19. 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

20. The Agreement may be amended at any time by agreement in writing by all the Parties.
21. Bilateral Schedules to this Agreement may be amended at any time by agreement in writing of the relevant Commonwealth and State Ministers.
22. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all Parties in writing.

Delegations

23. 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

24. Any Party may give notice to other Parties of a dispute under this Agreement.
25. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
26. If a dispute cannot be resolved by officials, it may be escalated to the relevant Commonwealth and state 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 Greg Hunt MP
Minister for the Environment

_____ 2015

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

The Honourable Mark Speakman MP
Minister for the Environment

_____ 2015

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

The Honourable Dr Steven Mills MP
Minister for the Environment and Heritage Protection

_____ 2015

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

The Honourable Matthew Groom MP
Minister for Environment, Parks and Heritage

_____ 2015

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

The Honourable Albert Jacob MLA
Minister for Environment and Heritage

_____ 2015

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

The Honourable Lisa Neville MP
Minister for Environment, Climate Change and Water

_____ 2015

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

The Honourable Ian Hunter MLC
Minister for Sustainability, Environment and Conservation

_____ 2015

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

The Honourable Willem Westra van Holthe MLA
Minister for Land Resource management

_____ 2015

Victoria

Table 1: Milestones, reporting and payment summary

Output	Milestone	Report due date	Payment
Consistent with Clause 5(a)	2014-15 Purchase of equipment to assist responding to cetacean entanglement incidents including whale and dolphin mats, whale pontoons and slings	22/5/2015	\$33,075
Consistent with Clause 5(a) and 5(b)	2015-16 Participation of staff in a nationally accredited cetacean disentanglement course aligned to a national unit of competency Purchase of personal protective equipment for whale disentanglement incidents	30/4/2016	\$12,403
Consistent with Clause 5(a), 5(b) and 5(c)	2016-17 Participation of staff in a nationally accredited whale disentanglement course aligned to a national unit of competency Participation of staff to participate in a nationally accredited cetacean stranding course aligned to a national unit of competency Purchase of personal protective equipment for whale disentanglements and stranding incidents Purchase of standard equipment for 'go kits' located in key offices	30/4/2017	\$31,825

Queensland

Table 1: Milestones, reporting and payment summary

Output	Milestone	Report due date	Payment
Consistent with Clause 5(a)	2014-15 Purchase of equipment to update regional centres' whale disentanglement and stranding capabilities. Including but not limited to knives, plies, buoys, ropes, personal protective equipment and satellite tags	22/5/2015	\$39,668
Consistent with Clause 5(b)	2015-16 Staff to undertake nationally accredited whale disentanglement training (most likely in Victoria)	30/4/2016	\$12,403
Consistent with Clause 5(a), 5(b) and 5(c)	2016-17 Staff to undertake nationally accredited whale disentanglement and stranding training Purchase of additional equipment for whale disentanglement and stranding incidents	30/4/2017	\$31,825

South Australia

Table 1: Milestones, reporting and payment summary

Output	Milestone	Report due date	Payment
Consistent with Clause 5(a)	2014-15 Purchase of equipment to update regional centres' whale disentanglement and stranding capabilities. Including but not limited to knives, plies, buoys, ropes, personal protective equipment and satellite tags	22/5/2015	\$27,998
Consistent with Clause 5(b)	2015-16 Staff to undertake nationally accredited whale disentanglement training (most likely in Victoria)	30/4/2016	\$12,403
Consistent with Clause 5(a), 5(b) and 5(c)	2016-17 Staff to undertake nationally accredited whale disentanglement and stranding training Purchase of additional equipment for whale disentanglement and stranding incidents	30/4/2017	\$31,825

Tasmania

Table 1: Milestones, reporting and payment summary

Output	Milestone	Report due date	Payment
Consistent with Clause 5(a)	<p>2014-15</p> <p>Purchase of specialist marine disentangling and stranding equipment: including replacement of motors on primary response vessel (Naiad)</p>	22/5/2015	\$34,659
Consistent with Clause 5(a) and (b)	<p>2015-16</p> <p>Purchase of specialist disentangling and stranding response equipment to provide increased capacity for northern on-ground crews</p> <p>Contribution to costs associated with staff participating in nationally accredited whale disentangling course aligned to a national unit of competency</p>	30/4/2016	\$12,403
Consistent with Clause 5(a) and 5(c)	<p>2016-17</p> <p>Purchase of new and / or where required, replacement of existing, specialist equipment to increase capacity for state-wide response to marine mammal stranding and disentangling incidents</p> <p>Contribution to costs of participation of staff in a nationally accredited whale stranding course aligned to a national unit of competency</p>	30/4/2017	\$31,825

Northern Territory

Table 1: Milestones, reporting and payment summary

Output	Milestone	Report due date	Payment
Consistent with Clause 5(a)	<p>2014-15</p> <p>Purchase of equipment to assist in responding to cetacean entanglement incidents and strandings including drones, GoPro cameras and tables</p> <p>Purchase of standard equipment for cetacean incident 'go kits' located in NTG and Indigenous Sea Ranger key offices</p> <p>Participation of staff to undertake nationally accredited coxswains certificate training to assist as needed with cetacean incidents</p>	22/5/2015	\$33,733
Consistent with Clause 5(b)	<p>2015-16</p> <p>Participation of NTG staff in a nationally accredited whale disentanglement course aligned to a national unit of competency (most likely in Victoria), including accommodation and travel</p>	30/4/2016	\$12,403
Consistent with Clause 5(c)	<p>2016-17</p> <p>Participation of NTG staff and Indigenous Sea Rangers in a nationally accredited cetacean stranding course aligned to a national unit of competency (most likely in Victoria), including accommodation and travel</p>	30/4/2017	\$31,825

New South Wales

Table 1: Milestones, reporting and payment summary

Output	Milestone	Report due date	Payment
Consistent with Clause 5(c)	2014-15 Coordination and delivery of nationally accredited cetacean stranding trainings courses along NSW coastline with TAFE, ORRCA and NSW NPWS	22/5/2015	\$37,938
Consistent with Clause 5(a)	2015-16 Consolidation and maintenance of stores of cetacean stranding and disentanglement equipment	30/4/2016	\$12,403
Consistent with Clause 5(a), 5(b) and 5(c)	2016-17 Participation of staff in a nationally accredited whale disentanglement course aligned to a national unit of competency Participation of staff in a nationally accredited cetacean stranding course aligned to a national unit of competency Purchase of equipment to assist in responding to cetacean entanglement incidents and strandings including satellite tracking buoys	30/4/2017	\$31,825