

PROJECT AGREEMENT FOR NORTHERN QUEENSLAND COUNCILS COMMUNITY EDUCATION PROJECTS

Council of
Australian
Governments

An agreement between

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

The output of these projects is to improve sustainable water use practices in north Queensland by strengthening the capacity of local governments to deliver education strategies and community engagement initiatives relating to household water use.

Project Agreement for Northern Queensland Councils Community Education Projects

INTERGOVERNMENTAL AGREEMENT ON FEDERAL FINANCIAL RELATIONS

PRELIMINARIES

1. This Project Agreement (the 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 its Schedules, which provide information in relation to performance reporting and payment arrangements under the Intergovernmental Agreement on Federal Financial Relations.
2. This Agreement will support the delivery of sustainable water use practices in north Queensland by strengthening the capacity of local governments to deliver education strategies and community engagement initiatives relating to household water use.
3. This Agreement constitutes the entire agreement for these projects.

PART 1 – FORMALITIES

Parties to this Agreement

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

Term of the Agreement

5. This Agreement will commence as soon as the Commonwealth and Queensland sign the Agreement and will expire on 30 July 2013 or on completion of the projects, including acceptance of 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

6. The outputs of this Agreement will be to improve the water use practices in north Queensland by strengthening the capacity of local governments to deliver education strategies and community engagement initiatives relating to household water use by:
 - (a) engaging qualified operators to work with the local governments in implementing effective water management practices for water loss identification in the water main, distribution and reticulation systems; and
 - (b) developing and implementing a community water demand education program with the local governments and the local community to manage future water issues.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

Role of the Commonwealth

7. The Commonwealth will be responsible for:
 - (a) monitoring and assessing achievement against milestones in the delivery of the Northern Queensland Councils *Community Education Project* under this Agreement to ensure that outputs are delivered within the agreed timeframe; and
 - (b) providing a consequent financial contribution to Queensland to support the implementation of this Agreement.

Role of the State

8. Queensland will be responsible for:
 - (a) providing in-kind contributions to support the implementation of this Agreement;
 - (b) all aspects of delivering on the projects' 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.

Shared roles

9. 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

10. The following table summarises the milestones for the projects, their relationship to the outputs, expected completion dates, relevant reporting dates and expected payments to be made, once reports certifying that milestones have been met is received and accepted.

Table 1: Milestones, reporting and payment summary

Output	Milestone(s)	Date due	Relevant Report due	Payment
improved water use practices in north Queensland by strengthening the capacity of local governments to deliver education strategies and community engagement initiatives relating to household water use.	Commonwealth acceptance of the Northern Queensland Councils Community Education project proposal	08/06/2012	Initiative Proposal – 08/06/2012	\$114,905
	Progress Report outlining the implementation plan for effective water management practices; and the proposed implementation design of the community water demand education program	30/08/2012	Interim report – 30/08/2012	\$74,727
	Progress Report outlining implementation of the community water demand education program	22/02/2013	Interim Report - 22/02/2013	\$30,000
	Commonwealth acceptance of project evaluation report of Commonwealth funded components'	03/06/2013	Draft final evaluation report – 25/06/2013	\$20,000

Reporting arrangements

11. Queensland will provide performance reports in accordance with the above table during the operation of the Agreement. Each performance report is to contain the following information:
 - (a) a description of actual performance of the State in the period to date against the project milestones;
 - (b) details of any matter(s) that have arisen which could adversely impact on the delivery of the output, and how Queensland proposes to resolve this/these matter(s); and
 - (c) promotional activities undertaken in relation to, and media coverage of, the project during the reporting period and any promotional opportunities expected to arise during the next reporting period.
12. Queensland will also prepare final Project Reports within 90 days of the completion of the projects agreed under the Project Agreement. The Project Reports will be a stand-alone

document that can be used for public information dissemination purposes. The final Project Reports will:

- (a) describe the conduct, benefits and outcomes of the Projects;
- (b) evaluate the Projects from the responsible Party's perspective, including assessing the extent to which the project milestones have been achieved and why any aspect was not achieved; and
- (c) include a discussion of any other matters relating to the project, limited to the minimum necessary for the effective assessment of performance and agreed between the Commonwealth and Queensland, at least 60 days before it is due.

PART 5 – FINANCIAL ARRANGEMENTS

13. The Commonwealth will provide a total financial contribution to Queensland of \$239,632 in respect of this Agreement. All payments are GST exclusive.
14. The Commonwealth's funding contribution will not be reduced where Queensland secures funding from other activity partners through innovative and collaborative partnerships.
15. The Commonwealth's estimated financial contribution to the operation of this Agreement, including through National Partnership payments to Queensland paid in accordance with *Schedule D – Payment Arrangements* of the Intergovernmental Agreement on Federal Financial Relations, are shown in Table 1.

Table 2: Estimated financial contributions

(\$ '000)	2011-12	2012-13	Total
Estimated total budget	114,905	124,727	239,632
Less estimated National Partnership Payments	114,905	124,727	239,632
Balance of non-Commonwealth contributions	0.0	0.0	0.0

16. Having regard to the agreed estimated costs of projects specified in this Agreement, Queensland 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 projects. Similarly, Queensland bears all risk should the costs of a project exceed the agreed estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for Queensland to deliver projects cost effectively and efficiently.

PART 6 – GOVERNANCE ARRANGEMENTS

Enforceability of the Agreement

17. 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

18. The Agreement may be amended at any time by agreement in writing by both Parties.

19. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all the other Parties in writing.

Delegations

20. 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

21. Either Party may give notice to other Parties of a dispute under this Agreement.
22. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
23. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers and if necessary, the relevant Standing Council.
24. If a dispute cannot be resolved by the relevant Ministers, it may be referred by a Party to COAG for consideration.

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

Signed for and on behalf of the Commonwealth
of Australia by



The Honourable Simon Crean MP
Minister for Regional Australia,
Development and Local Government

20th June 2012

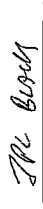
Signed for and on behalf of the
State of Queensland as represented by the
Department of Energy and Water Supply

This day of 19th June 2012

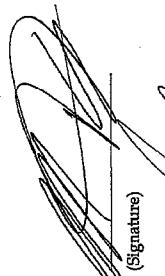
by The Honourable Mark McArdle MP

Minister for Energy and Water Supply

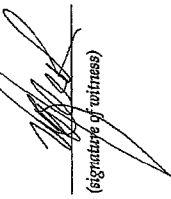
In the presence of:



(full name of witness)



(Signature)



(signature of witness)