

PROJECT AGREEMENT OTHER EXOTIC DISEASE PREPAREDNESS PROGRAM

Council of
Australian
Governments

An agreement between

- the Commonwealth of Australia and
- the States and Territories, being:
 - ◆ New South Wales
 - ◆ Queensland
 - ◆ Tasmania
 - ◆ South Australia
 - ◆ the Australian Capital Territory

The output of this project will be to have veterinary practitioners consider emergency animal diseases as a part of their differential diagnosis of disease events and to be aware of the reporting arrangements and their legal obligations to report suspect emergency animal diseases.

Project Agreement for Other Exotic Disease Preparedness Program

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 projects under the Other Exotic Disease Preparedness Program (Veterinary Practitioner Training).
3. This Agreement constitutes the entire agreement for this project.

PART 1 – FORMALITIES

Parties to this Agreement

4. This Agreement is between the Commonwealth of Australia (the Commonwealth) and the States and Territories of New South Wales, Queensland, Tasmania, South Australia and the Australian Capital Territory.

Term of the Agreement

5. This Agreement will commence as soon as the Commonwealth and one other Party signs the Agreement and will expire on 30 June 2012, or on completion of the project, including the acceptance of final performance reports and processing of final payments against milestones, unless terminated earlier or extended as agreed in writing by the Parties.

PART 2 – PROJECT OUTPUT(S)

Output(s)

6. The output(s) of this Agreement will be a series of workshops, seminars, professional training that will:
 - (a) provide a technical update and specialist material related to emergency animal diseases, with some coverage of basic emergency structures and policy e.g. AUSVETPLAN, hotline numbers, state/territory response;

- (b) be based on key emergency animal diseases that are topical or changing in their epidemiology;
 - (c) be part of continuous professional development, but may be used by individual jurisdictions to deliver some emergency animal disease competency training; and
 - (d) provide veterinary practitioners with the latest information on emergency animal disease diagnosis and control.
7. Emergency animal disease bulletins will be prepared for publication in the Australian Veterinary Journal.
8. The cost to the Commonwealth of the eight projects is as follows:
- (a) **Project 1** – Queensland will undertake one emergency animal disease workshop in April or May 2012 at a cost of \$10,000.
 - (b) **Project 2** – New South Wales will undertake one emergency animal disease workshop for veterinary practitioners at Dubbo at a cost of \$18,000.
 - (c) **Project 3** – New South Wales will undertake production of emergency animal disease information sheets that will be available for private practitioners at a cost of \$21,000.
 - (d) **Project 4** – Tasmania will undertake one emergency animal disease seminar for veterinary practitioners in April 2012 at a cost of \$16,000.
 - (e) **Project 5** – Emergency animal disease bulletins will be submitted by Australian Capital Territory staff for publication in the Australian Veterinary Journal at a cost of \$3,000 per bulletin to a maximum of \$9,000/year.
 - (f) **Project 6** – New South Wales will send one officer to the 4th International Animal By-Products Symposium, USA in May 21-24 2012 at a cost of \$3,000.
 - (g) **Project 7** – Queensland will send one officer to the 4th International Animal By-Products Symposium, USA in May 21-24 2012 at a cost of \$3,000.
 - (h) **Project 8** – South Australia will send one officer to the 4th International Animal By-Products Symposium, USA in, May 21-24 2012 at a cost of \$3,000

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 program;
 - (b) providing funding in partnership with the relevant state and territory agency for veterinary practitioner training as agreed by the Planning Committee; and
 - (c) coordinating programs in the participating States and Territories.

Role of the States and Territories

10. The States will be responsible for all aspects of delivering on the projects set out in this Agreement including:
 - (a) providing a financial and/or in-kind contribution;
 - (b) all administration associated with the program (issuing invitations, booking venues, arrangement of course outline and speakers); and
 - (c) provision of a final report on the activities undertaken.

Shared roles

11. Both 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

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

Table 1: Milestones, reporting and payment summary

Output	Milestones	Date due	Relevant Report due	Payment
Project One Queensland	Acceptance by Commonwealth on completion of the report on course outcomes		21/05/2012	\$10,000
Project Two New South Wales	Acceptance by Commonwealth on completion of the report on course outcomes		21/05/2012	\$18,000
Project Three New South Wales	Acceptance by Commonwealth on final proposal of emergency animal disease information sheets to be produced.		27/04/2012	\$21,000
Project Four Tasmania	Acceptance by Commonwealth on completion of the report on course outcomes		30/04/2012	\$16,000
Project Five Australian Capital Territory	On provision of bulletins to AVJ for publication (\$3,000/bulletin)	30/05/2021		\$9,000
Project Six New South Wales	Acceptance by Commonwealth on Symposium Outcomes report		30/05/2012	\$3,000
Project Seven Queensland	Acceptance by Commonwealth on Symposium Outcomes report		30/05/2012	\$3,000
Project Eight South Australia	Acceptance by Commonwealth on Symposium Outcomes report		30/05/2012	\$3,000

Reporting arrangements

13. The States will prepare a final Project Report by the dates specified in Table 1 on the completion of the project(s) agreed under the Project Agreement. The Project Report will be a stand-alone document that can be used for public information dissemination purposes. The final Project Report will:
- (a) describe the conduct, benefits and outcomes of the Project(s);
 - (b) a report on participants evaluation of the project.

PART 5 - FINANCIAL ARRANGEMENTS

14. The Commonwealth will provide a total financial contribution to the States of \$83,000 in respect of this Agreement. All payments are GST exclusive.
15. The Commonwealth's funding contribution will not be reduced where the States secure funding from other activity partners through innovative and collaborative partnerships.
16. 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.
17. Table 2: Estimated financial contributions

Project One - Queensland	2011-12
Estimated total budget	\$16,000
Less estimated National Partnership Payments	\$10,000
Balance of non-Commonwealth contributions	\$6,000
Project Two – New South Wales	2011-12
Estimated total budget	\$24,000
Less estimated National Partnership Payments	\$18,000
Balance of non-Commonwealth contributions	\$6,000
Project Three – New South Wales	2011-12
Estimated total budget	\$22,000
Less estimated National Partnership Payments	\$21,000
Balance of non-Commonwealth contributions	\$1,000
Project Four - Tasmania	2011-12
Estimated total budget	\$19,880
Less estimated National Partnership Payments	\$16,000
Balance of non-Commonwealth contributions	\$3,880
Project Five - Australian Capital Territory	2011-12
Estimated total budget	\$10,000
Less estimated National Partnership Payments	\$9,000
Balance of non-Commonwealth contributions	\$1,000
Project Six – New South Wales	2011-12
Estimated total budget	\$4,500
Less estimated National Partnership Payments	\$3,000
Balance of non-Commonwealth contributions	\$1,500
Project Seven - Queensland	2011-12
Estimated total budget	\$4,500
Less estimated National Partnership Payments	\$3,000
Balance of non-Commonwealth contributions	\$1,500
Project Eight – South Australia	2011-12
Estimated total budget	\$4,500
Less estimated National Partnership Payments	\$3,000
Balance of non-Commonwealth contributions	\$1,500

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. Aspects of this agreement that have no impact on other Parties may be amended at any time by agreement in writing by the relevant Commonwealth and State portfolio ministers.
22. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all the other Parties in writing.

Dispute resolution

23. Any Party may give notice to other Parties of a dispute under this Agreement.
24. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
25. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers and if necessary, the relevant Ministerial Council.
26. 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:

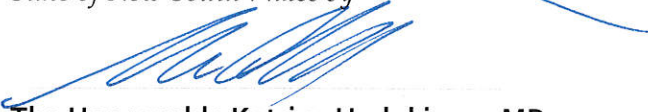
Signed for and on behalf of the Commonwealth
of Australia by



The Honourable Joe Ludwig MP
Minister for Agriculture, Fisheries and Forestry

29 May 2012

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

A handwritten signature in blue ink, appearing to read 'Katrina Hodgkinson', is written over a horizontal line. The signature is fluid and cursive, extending to the right of the line.

The Honourable Katrina Hodgkinson MP
Minister for Primary Industries

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



The Honourable Robyn Parker MP
Minister for the Environment

30 April 2012

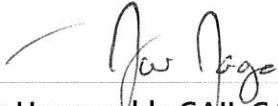
Signed for and on behalf of the
State of Queensland by



The Honourable John McVeigh MP
Minister for Agriculture, Fisheries and Forestry

15 May 2012

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



The Honourable GAIL GAGO MLC
Minister for Agriculture, Food and Fisheries

11 May 2012

Signed for and on behalf of the
State of Tasmania by



The Honourable Bryan Green MP
Minister Primary Industries and Water

29th March 2012

Signed for and on behalf of the
Australian Capital Territory by



The Honourable Katy Gallagher MLA
Minister for Territory and Municipal Services

9 April 2012
May