

Implementation Plan for Management of the Former Rum Jungle Mine Site

NATIONAL PARTNERSHIP AGREEMENT ON THE MANAGEMENT OF THE FORMER RUM JUNGLE MINE SITE

PRELIMINARIES

1. This Implementation Plan is created subject to the provisions of the **National Partnership Agreement on the Management of the Former Rum Jungle Mine Site** and should be read in conjunction with that Agreement. The objective in the National Partnership is to improve the management of the former Rum Jungle mine site consistent with the interests of stakeholders, particularly traditional Aboriginal land owners.
2. The National Partnership Agreement on the Management of the Former Rum Jungle Mine Site has been established for the Commonwealth to provide financial assistance to the Northern Territory to develop and conduct environmental monitoring activities, and to develop site management and rehabilitation strategies in relation to the former Rum Jungle mine site.

TERMS OF THIS IMPLEMENTATION PLAN

3. This Implementation Plan will commence on the date the last Party signs a letter of confirmation that the Implementation Plan has been agreed by the Rum Jungle Working Group.
4. Amendments to the Plan can be requested by either Party to the National Partnership Agreement on the Management of the Former Rum Jungle Mine Site at any time to accommodate emerging issues. These amendments will be agreed with the other Party.
5. Either Party may terminate this Implementation Plan by giving the other party 3 months notice in writing. Where this Implementation Plan is terminated, the Commonwealth's liability to make payments to the Territory is limited to payments associated with milestones achieved by the Territory by the date of effect of termination of this Implementation Plan.
6. The parties to this Implementation Plan do not intend any of the provisions to be legally enforceable. However, that does not lessen the parties' commitment to this Implementation Plan.

PROJECT OBJECTIVE

7. The objective in this Implementation Plan is to improve the management of the former Rum Jungle mine site consistent with the interests of stakeholders, particularly traditional Aboriginal land owners.

PROJECT OUTPUTS AND OUTCOMES

8. This Implementation Plan will contribute to the following outcomes under the National Partnership Agreement in relation to the former Rum Jungle mine site:
 - (a) improved understanding of the current state of environment;
 - (b) improved site management; and
 - (c) an improved rehabilitation strategy for the site.
9. The objective and outcomes of this Implementation Plan will be achieved through the provision of :
 - (a) ongoing environmental monitoring programs;
 - (b) development of site management and rehabilitation strategies; and
 - (c) activities to maintain the site.

ROLES AND RESPONSIBILITIES

Role of the Rum Jungle Working Group

10. The functions of the Rum Jungle Working Group are:
 - (a) to discuss issues associated with the former Rum Jungle mine site;
 - (b) to determine what actions should be taken to address those concerns;
 - (c) to develop the terms of reference for any environmental monitoring programs or any site management activities to be carried out under the National Partnership Agreement on the Management of the Former Rum Jungle Mine Site;
 - (d) to monitor progress of programs and activities being carried out under the National Partnership Agreement on the Management of the Former Rum Jungle Mine Site;
 - (e) to assess the reports and recommendations provided pursuant to programs and activities being carried out under the National Partnership Agreement on the Management of the Former Rum Jungle Mine Site; and
 - (f) to develop a site rehabilitation strategy.

Role of the Commonwealth

11. The Commonwealth will have responsibility for providing financial assistance to the Northern Territory to achieve the overarching objective, outcomes and outputs of the National Partnership Agreement on the Management of the Former Rum Jungle Mine Site.

Role of the Territory

12. The Northern Territory agrees it will be responsible for:
 - (a) the overall management and coordination of activities to achieve the objective, outcomes and outputs of the National Partnership Agreement on the Management of the Former Rum Jungle Mine Site;
 - (b) providing performance reporting against milestones relating to the National Partnership Agreement on the Management of the Former Rum Jungle Mine Site;
 - (c) chairing meetings of the Rum Jungle Working Group and providing secretariat support.

Joint Responsibility

13. Both the Commonwealth and Northern Territory governments will have responsibility for engaging affected communities to contribute and guide the management of the former Rum Jungle mine site.

PERFORMANCE REPORTING AND FINANCIAL ARRANGEMENTS

14. The maximum financial contribution to be provided by the Commonwealth for the project is \$7.048 million (indicative) payable in accordance with milestones set out in Table 1.

Table 1: Milestones and associated payments

Payment Number	Milestone	Due date	Amount (\$ million)
1	• Provision of 1 st annual performance report to RJWG for comment	1 April 2010	
	• Provision of comments by RJWG to Territory	1 May 2010	
	• Provision of report and comments by RJWG to Commonwealth, including any updated comments by Territory	15 May 2010	
	• Acceptance of 1 st performance report by the Commonwealth	31 May 2010	1.474
2	• Provision of project plan for 2010-11 to RJWG and Commonwealth	31 July 2010	
3	• Provision of status report for 1 st quarter 2010-11 to RJWG and Commonwealth	15 August 2010	
	• Agreement by Commonwealth that Status report demonstrates that progress has been made against the annual project plan		0.300
4	• Provision of status report for 2 nd quarter 2010-11 to RJWG and Commonwealth	15 November 2010	
	• Agreement by Commonwealth that Status report demonstrates that progress has been made against the annual project plan		0.300
5	• Provision of status report for 3 rd quarter 2010-11 to RJWG and Commonwealth	15 February 2011	
	• Agreement by Commonwealth that Status report demonstrates that progress has been made against the annual project plan		0.300
6	• Provision of 2 nd annual performance report to RJWG for comment	1 April 2011	
	• Provision of comments by RJWG to Territory	1 May 2011	
	• Provision of report and comments by RJWG to Commonwealth, including any updated comments by Territory	15 May 2011	
	• Acceptance of 2 nd performance report by the Commonwealth	31 May 2011	0.300
	• Provision of project plan for 2011-12 to RJWG and Commonwealth	31 July 2011	
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8	<ul style="list-style-type: none"> • Provision of status report for 1st quarter 2011-12 to RJWG and Commonwealth • Agreement by Commonwealth that Status report demonstrates that progress has been made against the annual project plan 	15 August 2011	0.882
9	<ul style="list-style-type: none"> • Provision of status report for 2nd quarter 2011-12 to RJWG and Commonwealth • Agreement by Commonwealth that Status report demonstrates that progress has been made against the annual project plan 	15 November 2011	0.882
10	<ul style="list-style-type: none"> • Provision of status report for 3rd quarter 2011-12 to RJWG and Commonwealth • Agreement by Commonwealth that Status report demonstrates that progress has been made against the annual project plan 	15 February 2012	0.882
11	<ul style="list-style-type: none"> • Provision of 3rd annual performance report to RJWG for comment • Provision of comments by RJWG to Territory • Provision of report and comments by RJWG to Commonwealth, including any updated comments by Territory • Acceptance of 3rd performance report by the Commonwealth 	1 April 2012 1 May 2012 15 May 2012 31 May 2012	0.882
12	<ul style="list-style-type: none"> • Provision of project plan for 2012-13 to RJWG and Commonwealth 	31 July 2012	
13	<ul style="list-style-type: none"> • Provision of status report for 1st quarter 2012-13 to RJWG and Commonwealth • Agreement by Commonwealth that Status report demonstrates that progress has been made against the annual project plan 	15 August 2012	0.0865
14	<ul style="list-style-type: none"> • Provision of status report for 2nd quarter 2012-13 to RJWG and Commonwealth • Agreement by Commonwealth that Status report demonstrates that progress has been made against the annual project plan 	15 November 2012	0.0865

15	<ul style="list-style-type: none"> Provision of status report for 3rd quarter 2012-13 to RJWG and Commonwealth Agreement by Commonwealth that Status report demonstrates that progress has been made against the annual project plan 	15 February 2013	0.0865
16	<ul style="list-style-type: none"> Provision of final performance report, including finalised site management and rehabilitation strategies, and work plans to the RJWG for comment Provision of comments by RJWG to Territory Provision of report and comments by RJWG to Commonwealth, including any updated comments by Territory Acceptance of final performance report by the Commonwealth 	1 April 2013 1 May 2013 15 May 2013 31 May 2013	0.0865

Notes:

1/. A project payment of \$500,000 was provided upon execution of the *National Partnership Agreement on the Management of the Former Rum Jungle Mine Site* (Date of payment: November 2009).

Annual project plans

15. The Territory will provide an annual project plan to the Rum Jungle Working Group and the Commonwealth by 31 July each year, outlining the works proposed to be undertaken in the financial year, including site management and maintenance works, environmental monitoring, activities to develop and inform site management and strategies, and stakeholder engagement processes.
16. The Commonwealth and the Rum Jungle Working Group will have the opportunity to discuss and provide input into the annual project plans through regular Rum Jungle Working Group meetings and discussions.
17. The provision of the annual project plans will not trigger payments.

Annual performance reports

18. The Territory will provide annual performance reports:
 - (a) to the Rum Jungle Working Group for comment prior to providing the reports to the Commonwealth; and
 - (b) together with any comments from the Rum Jungle Working Group and the Territory, to the Commonwealth in accordance with the milestones set out in Table 1.
19. Payments for annual performance reports will be made in accordance with milestones set out in Table 1 upon acceptance by the Commonwealth that the performance reports demonstrate that the outcomes of National Partnership Agreement on the Management of the Former Rum Jungle Mine Site set out in clause 8 are being achieved.
20. Following provision of each report by the Territory to the Commonwealth,
 - (a) the Commonwealth will as soon as practicable, advise the Territory of any amendments

or additional information required to enable the acceptance of the report and subsequent payment on the seventh of the following month (i.e. 7 June);

- (b) where the Commonwealth identifies substantive performance issues that mean that it is likely that the report is not going to be accepted within the timeframe identified above, the Commonwealth will advise the Territory, with the Parties to work together to facilitate acceptance of the report;
 - (c) if the issues can not be resolved within 10 days, the dispute will be escalated to the Chief Executive of the Northern Territory Department of Resources and the Secretary of the Commonwealth Department of Resources, Energy and Tourism for resolution;
 - (d) if the issues can not be resolved within 20 days of receipt by the Chief Executive and Secretary, the dispute will be escalated to the Parties' respective Ministers, as outlined in Clause 28 (e) of the National Partnership Agreement on the Management of the Former Rum Jungle Mine Site.
21. Each report is to contain a description of actual activities undertaken in the period to date against the annual project plan and the project outcomes and outputs. Each report should detail:
- (a) site maintenance activities undertaken;
 - (b) environmental monitoring programs undertaken (e.g. ground and surface water, sediment, biological, radiological);
 - (c) progress on the development of site management and rehabilitation strategies; and
 - (d) stakeholder engagement.
22. The final performance report is due as detailed in Table 1 or upon termination of this Implementation Plan.
23. The final performance report will be a stand-alone document that can be used for public information dissemination purposes regarding the project and must:
- (a) describe the conduct, benefits and outcomes of the project as a whole;
 - (b) evaluate the project, including assessing the extent to which the objective in this Implementation Plan has been achieved and explaining why any aspects were not achieved; and
 - (c) include a discussion of any other matters relating to the project, which the Commonwealth notifies the Territory should be included in the final performance report at least 30 days before it is due or as agreed between the Parties.

Quarterly status reports

24. The Territory will provide quarterly status reports to the Rum Jungle Working Group and the Commonwealth on 15 August, 15 November and 15 February each year, briefly comparing the status of project works against the annual project plan. These reports will outline, in brief, the works undertaken in the previous quarter, including site management and maintenance works, environmental monitoring, activities to develop and inform site management and rehabilitation strategies, and stakeholder engagement processes.

25. Payments for status reports will be made in accordance with milestones set out in Table 1, subject to agreement by the Commonwealth that the reports demonstrate that progress has been made against the annual project plan. The Commonwealth will make the relevant payment to the Territory on the seventh day of the next month (i.e. 7 September, 7 December, 7 March), in accordance with payment amounts set out in Table 1.
26. Where the Commonwealth identifies substantive performance issues through a quarterly status report that might affect payment, it will advise the Territory of these issues within seven days of receipt of the status report. The Parties will work together to resolve these issues.
27. If the issues can not be resolved within 10 days, the dispute will be escalated to the Chief Executive of the Northern Territory Department of Resources and the Secretary of the Commonwealth Department of Resources, Energy and Tourism for resolution.
28. If the issues can not resolved within 20 days of receipt by the Chief Executive and Secretary, the dispute will be escalated to the Parties' respective Ministers, as outlined in Clause 28 (e) of the National Partnership Agreement on the Management of the Former Rum Jungle Mine Site.

Payment arrangements

29. Any Commonwealth financial contribution payable will be processed by the Commonwealth Treasury and paid to the Territory Treasury in accordance with the payment arrangements set out in Schedule D of the Intergovernmental Agreement on Federal Financial Relations.
30. Having regard to the estimated costs of projects specified in the overall project budget, the 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 Territory 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 Territory to deliver projects cost-effectively and efficiently.