

PROJECT AGREEMENT FOR IMPROVING THE MANAGEMENT OF WILD DOGS IN WESTERN AUSTRALIA

An agreement between:

- the Commonwealth of Australia (the Commonwealth); and
- Western Australia (the State).

The outputs of this project are to deliver wild dog exclusion fences through the Western Australian State Barrier Fence Esperance Extension Project.

Project Agreement for Improving the Management of Wild Dogs in Western Australia

OVERVIEW

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, which provide information in relation to project performance reporting and payment arrangements under the IGA FFR.

Purpose

2. This Agreement will support the delivery of wild dog exclusion fencing in Western Australia and improve landholder and community capacity to manage this pest animal and thereby reduce wild dog distribution and impacts.

Reporting Arrangements

3. The State will report annually against the agreed outputs during the operation of this Agreement, as set out in Part 4 – Project Reporting and Payments.

Financial Arrangements

4. The Commonwealth will provide an estimated total financial contribution to the State of \$1 million, exclusive of GST in respect of this Agreement, as set out in Part 5 – Financial Arrangements.

PART 1 – FORMALITIES

5. This Agreement constitutes the entire agreement for the delivery of wild dog exclusion fences for the Western Australian State Barrier Fence Esperance Extension Project.

Parties to this Agreement

6. This Agreement is between the Commonwealth of Australia (the Commonwealth) and Western Australia (the State).

Term of the Agreement

7. This Agreement will commence as soon as both parties sign the Agreement and will expire on 31 December 2021 or on completion of the project, including final project reporting and processing of final payments against outputs, unless terminated earlier or extended as agreed in writing by the Parties.

PART 2 – PROJECT OUTPUTS

Outputs

8. The outputs of this Agreement will be the construction of wild dog exclusion fences, to be delivered through the Western Australian State Barrier Fence Esperance Extension Project. In addition to the wild dog exclusion fences the activities undertaken will also:
 - (a) reduce the need for wild dog management activities on property by farmers, land managers and pastoralists; and
 - (b) increase productivity in sheep and other grazing operations.
9. The activities delivered under this Agreement are expected to work in conjunction with and build on existing state, local government, farmers, land manager and community activities undertaken for the management of wild dogs.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

Role of the Commonwealth

10. The Commonwealth will be responsible for:
 - (a) monitoring and assessing reported achievements by the State in delivering the construction of wild dog exclusion fencing in priority areas of Western Australia under this Agreement, ensuring milestones are delivered within the agreed timeframes; and
 - (b) providing a financial contribution to the State to support the implementation of this Agreement.
11. The State will be responsible for:
 - (a) all aspects of delivering on the outputs set out in this Agreement including project priorities consultation, expenditure, materials and subcontracting arrangements;
 - (b) providing a financial and/or in-kind contribution to support the implementation of this Agreement and the projects; and
 - (c) reporting on the delivery of outputs as set out in Part 4 – Project Reporting and Payments.

Shared roles

12. The Parties agree to be jointly responsible for negotiating and agreeing to any variations to this Agreement that may be desirable to accommodate changed circumstances.
13. The Parties will meet the requirements of Schedule E, Clause 26 of the IGA FFR, 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 – PERFORMANCE AND REPORTING

Reporting arrangements

14. The State will submit a Project Plan to the Commonwealth outlining how the funding will be spent, planned activities and outcomes to be achieved during the specific reporting periods, in relation to wild dog exclusion fences for the Western Australian State Barrier Fence Esperance Extension Project - Refer to Table 1 for State specific reporting periods.
15. The State will submit a final project report on the completion of the State's project, with a project summary that can be used for public information and dissemination purposes, an evaluation of the Project from the State's perspective and a description of the benefits and outcomes of the project. The report should include a description of the actual activities conducted during the funding period, as detailed in the Project Plan, including funding spent and details such as type of fencing and fencing materials used, where the fencing was constructed, the length of fencing constructed, the area protected by the constructed fencing and actual and/or expected completion dates.
16. The final project report must be certified by the appropriate State's senior official as being a true and accurate representation of the progress of the project. Refer Table 1 for the State performance milestones for reporting and payment information.

Table 1: State performance milestones – reporting and payment summary

Outputs	Performance Milestones	Date Due	Payment amount
The construction and delivery of wild dog fencing through the Western Australian State Barrier Fence Esperance Extension Project	Project plan submitted by State and accepted by the Commonwealth	30 May 2020	\$1.0 million
	Completion of Final project report, from date agreement signed to 30 June 2021 (as detailed in the Project Plan), demonstrating and detailing overall project performance, an evaluation of the project and a description of the benefits and outcomes of the project.	30 July 2021	\$0.0 million

PART 5 – FINANCIAL ARRANGEMENTS

17. The Commonwealth will provide an estimated total financial contribution to the State of \$1 million in respect of this Agreement. All payments are GST exclusive.
18. The Commonwealth's funding contribution will not be reduced where the State secures funding from other activity partners.
19. The Commonwealth's and the State's estimated financial contributions to the operation of this Agreement, including through National Partnership payments to the State paid in accordance with *Schedule D – Payment Arrangements* of the IGA FFR, are shown in Table 2.

Table 2: Estimated financial contributions

(\$ million)	[2019-20]	[2020-21]	Total
Estimated total budget	1.0	0.0	1.0
Less estimated National Partnership Payments	1.0	0.0	1.0
Balance of non-Commonwealth contributions	0.0	0.0	0.0

20. Having regard to the agreed estimated costs of projects specified in this Agreement, the 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 agreed 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

Enforceability of the Agreement

21. 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

22. The Agreement may be amended at any time by agreement in writing by all the Parties.
23. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all Parties in writing.

Delegations

24. The Commonwealth Minister may delegate the assessment of performance against project outputs 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

25. Any Party may give notice to other Parties of a dispute under this Agreement.
26. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
27. If a dispute cannot be resolved by officials, it may be escalated to the relevant 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 David Littleproud
Minister for Agriculture, Drought and
Emergency Management

22/1/2020



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

The Honourable Alannah MacTiernan
MLC

Minister for Regional Development;
Agriculture and Food; Ports

18/5/2020