

# PROJECT AGREEMENT FOR PEST AND DISEASE PREPAREDNESS AND RESPONSE PROGRAMS

Council of  
Australian  
Governments

An agreement between

n the **Commonwealth of Australia** and  
n the **States and Territories**, being:

t New South Wales  
t Victoria  
t Queensland  
t Western Australia  
t South Australia  
t Tasmania  
t Australian Capital Territory  
t Northern Territory

The output of this project will be the delivery of projects in support of programs aimed at pest and disease preparedness and response.

# Project Agreement for pest and disease preparedness and response programs

## 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 (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. In entering this Agreement, the Commonwealth and the States and Territories (the States) recognise that they have shared responsibility for national biosecurity, and for preparing and effectively responding to outbreaks of exotic and emerging animal and plant pests and diseases in both aquatic and terrestrial environments including pest animals, weeds and zoonotic diseases.
3. Accordingly, this Agreement will support the delivery of agreed activities under:
  - (a) national animal and plant pest and disease preparedness; and
  - (b) response programs and surveillance initiativesas outlined in the relevant Schedules.
4. For all Schedules, this Agreement should be read in conjunction with the Intergovernmental Agreement on Biosecurity (IGAB) established between the Commonwealth, State (except Tasmania) and Territory governments. The IGAB sets out areas for collaboration and improvement to minimise the impact of pests and disease on Australia's economy, environment and the community.
5. For Schedules relating to emergency response arrangements, this Agreement should also be read in conjunction with:
  - (a) the Government and Livestock Industry Cost Sharing Deed in respect of Emergency Animal Disease Responses (EADRA);
  - (b) the Government and Plant Industry Cost Sharing Deed in respect of Emergency Plant Pest Responses (EPPRD);
  - (c) the National Environmental Biosecurity Response Agreement (NEBRA);
  - (d) emergency response plans established prior to the commencement of an above agreement including those conducted as National Environmental Biosecurity Response Agreement-like (NEBRA-like) arrangements; and

- (e) arrangements for the surveillance and interception of exotic fruit flies in the Torres Strait.

## PART 1 – FORMALITIES

### Parties to this Agreement

- 6. This Agreement is initially between the Commonwealth of Australia (the Commonwealth) and the States of New South Wales, Victoria, Queensland, South Australia and Tasmania.
- 7. Western Australia, the Australian Capital Territory or the Northern Territory may become Parties to this Agreement, depending on their participation in existing or new activities, without the agreement of other Parties, provided the terms and conditions of this Agreement remain unchanged.
- 8. Schedules to this Agreement do not require participation or agreement of all Parties.

### Term of the Agreement

- 9. This Agreement will commence as soon as the Commonwealth and one other Party signs the Agreement and will expire on 30 June 2018, including the acceptance of final performance reporting and processing of final payments against project milestones and/or performance benchmarks. The Agreement may be terminated earlier or extended as agreed in writing by the Parties.
- 10. Schedules to this Agreement will commence as soon as they are signed by the Commonwealth and one of the relevant Parties, represented by the relevant Commonwealth and State portfolio ministers, and will cease upon the completion of the relevant programs or as agreed in writing by the Parties.

## PART 2 – PROJECT OUTPUTS

### Outputs

- 11. The outputs of this Agreement will be a series of projects under national animal and plant pest and disease preparedness and response programs and surveillance initiatives including under:
  - (a) emergency response programs as set out in response plans agreed by the responsible National Management Group under the EADRA, EPPRD, NEBRA or NEBRA-like arrangements;
  - (b) the Exotic Disease Preparedness Program as agreed by the Wildlife Exotic Disease Preparedness Program National Management Group and in accordance with the program's guidelines and terms of reference;
  - (c) the Other Exotic Disease Preparedness Program (Veterinary Practitioner Training) as agreed by the Planning Committee for the Other Exotic Disease Preparedness Program; and
  - (d) the Torres Strait Fruit Fly Detection and Eradication Program as agreed by the Primary Industries Standing Committee under the National Fruit Fly Strategy.
- 12. Programs and initiatives include activities to:
  - (a) limit the risk to the economy, the environment and the community of the pest or disease becoming established and/or spreading;

- (b) assist affected industries and the community to reduce or manage the impact of the pest or disease;
- (c) assist affected industries and the community to recover from the effect of the impact of the pest or disease;
- (d) ensure the efforts of governments; relevant industry bodies and the community are coordinated and integrated;
- (e) assist decision-makers and technical experts in preparedness planning for wildlife diseases through research, specialist training and the use of surveillance data and tools; and/or
- (f) facilitate early detection and eradication of endemic, emerging and exotic pests and diseases.

## PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

### Role of the Commonwealth

13. The Commonwealth will be responsible for:
- (a) monitoring and assessing achievement against the milestones and/or performance benchmarks of this Agreement; and
  - (b) providing a consequent financial contribution to the States to support the implementation of this Agreement.

### Role of the States and Territories

14. The States will be responsible for:
- (a) providing a financial and/or 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 Schedules to this Agreement.

### Shared roles

15. The Commonwealth and the States share the following responsibilities:
- (a) participating in consultations as appropriate regarding the implementation of this Agreement; and
  - (b) negotiating new or revised Schedules to this Agreement.
16. 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 national 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 AND REPORTING

17. The States agree to meet and report against the project milestones as set out in the Schedules to this Agreement.

## PART 5 – FINANCIAL ARRANGEMENTS

18. The Commonwealth's and 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 IGA FFR, are set out in Schedules to this Agreement.
19. For Schedules relating to emergency response arrangements, financial arrangements will be in accordance with the cost-sharing arrangements agreed by the National Management Group or Standing Council on Primary Industries as relevant. Where the actual cost incurred by a State in carrying out activities outlined in this Agreement or its Schedules is less than the agreed estimated cost, any unspent funds should be returned to the Commonwealth unless agreed otherwise by National Management Group. Similarly, if the National Management Group decides on variations to the nature or scope of any programs, any excess funds should be returned to the Commonwealth.
20. For Schedules relating to the Exotic Disease Preparedness Program and the Other Exotic Disease Preparedness Program, financial arrangements will be in accordance with the priorities agreed by the Wildlife Exotic Disease Preparedness Program National Management Group and the Other Exotic Disease Preparedness Planning Committee as relevant. Where the actual cost incurred by a State varies from the identified project budget agreed and identified in the appropriate Schedules each year, the Management Group and Planning Committee will decide on project variations and the expenditure of any surplus funds.
21. For Schedules relating to the Torres Strait Fruit Fly Strategy, the financial arrangements are as agreed through Plant Health Committee and endorsed by National Biosecurity Committee, Primary Industries Standing Committee and Standing Council on Primary Industries, with cost-sharing arrangements applying only to the response elements of the strategy. Surveillance activities and support for these (diagnostics, etc) are delivered through normal commitments by the Commonwealth and relevant Queensland agencies.

## PART 6 – GOVERNANCE ARRANGEMENTS

### Enforceability of the Agreement

22. The Parties do not intend any of the provisions of this Agreement or its Schedules to be legally enforceable. However, that does not lessen the Parties' commitment to both this Agreement and its Schedules.

### Variation of the Agreement

23. The Agreement may be amended at any time by agreement in writing by all Parties.
24. Schedules to this Agreement that have no impact on other Parties may be agreed or amended at any time by agreement in writing by the relevant Commonwealth and State portfolio ministers.
25. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all the other Parties in writing.

## Delegations

26. 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

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

## Interpretation

31. For the purposes of this Agreement and its Schedules:
  - (a) **Intergovernmental Agreement on Biosecurity (IGAB)** – came into effect in January 2012 to strengthen the partnership between the Commonwealth, State and Territory governments, with the exception of Tasmania. The Agreement outlines the priority areas for collaboration to minimise the impact of pests and disease on Australia's economy, environment and the community. The Agreement aims to improve surveillance and diagnostics, emergency planning, response and preparedness, research and development, and information sharing across jurisdictions.
  - (b) **Government and Livestock Industry Cost Sharing Deed in response of Emergency Animal Disease Responses (EADRA)** – is a legally binding agreement between all governments and livestock industry signatories that sets out cost-sharing arrangements and responsibilities for an emergency response to an animal disease outbreak.
  - (c) **Government and Plant Industry Cost Sharing Deed in response of Emergency Plant Pest Responses (EPPRD)** – is a legally binding agreement between all governments and plant industry signatories that sets out cost-sharing arrangements and responsibilities for an emergency response to a plant pest outbreak.
  - (d) **National Environmental Biosecurity Response Agreement (NEBRA)** – sets out emergency response arrangements, including cost-sharing arrangements, for biosecurity incidents that primarily impact the environment and/or social amenity and where the response is for the public good. The NEBRA is an agreement of Australian governments.
  - (e) **National Environmental Biosecurity Response Agreement-like (NEBRA-like) arrangements** – emergency response plans established prior to the commencement of NEBRA but operating as a similar arrangement.
  - (f) **National Management Group (NMG)** – the decision making body under the EADRA and EPPRD that determines whether a national response to a pest or disease is warranted, and the direction of that response. It consists of the Chief Executive Officers of the Commonwealth, state and territory departments of agriculture or primary industries; affected industry bodies and Animal Health Australia or Plant Health Australia, as appropriate. It is chaired by the Secretary of the Australian Government Department of Agriculture, Fisheries and Forestry. A National Biosecurity Management Group established under NEBRA performs the same role as the NMG, but representation is

limited to government parties. It is also chaired by the Secretary of the Australian Government Department of Agriculture, Fisheries and Forestry.

- (g) **Emergency Response Plans** – outline strategies to achieve eradication that may include containment and surveillance activities to detect and dispose of infected animals/plant material; quarantine and movement controls; decontamination and property clean-up procedures. Emergency Response Plans also provide indicative budgets (resources, operating and capital expenses, and owner reimbursement costs); key roles and responsibilities; public relations and information management; milestones and associated workforce implications; and accounting, monitoring arrangements and triggers for review.
- (h) **National Biosecurity Committee** – established to provide strategic leadership in managing national approaches to emerging and ongoing biosecurity policy issues across jurisdictions and sectors. The National Biosecurity Committee will take an overarching, cross-sectoral approach to national biosecurity policy, and will work collaboratively to achieve national policy objectives for biosecurity in Australia.
- (i) **Primary Industries Standing Committee** – supports the Standing Council on Primary Industries (SCoPI) in the achievement of its objectives and develops cooperative and coordinated approaches to matters of concern to SCoPI. The Standing Committee comprises all department heads/CEOs of Australian/state/territory and New Zealand government agencies responsible for primary industries policy issues.
- (j) **Standing Council on Primary Industries** – pursues and monitors priority issues of national significance affecting Australia's primary production sectors which require a sustained and collaborative effort across jurisdictions. The Standing Council comprises all Australian/state/territory and New Zealand ministers with responsibility for primary industries matters.
- (k) **Wildlife Exotic Disease Preparedness Program (WEDPP)** – improves Australia's emergency animal disease preparedness through the development of strategies to monitor, prevent, control or eradicate emergency diseases in wildlife and feral animals that threaten Australia's livestock industries. The WEDPP National Management Group agrees to project priorities for funding and project budgets.

Specific outcomes of the WEDPP include:

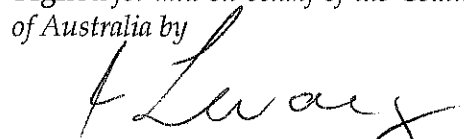
- i. technologies for the surveillance, containment and control of wildlife disease;
  - ii. personnel training for wildlife disease control activities in emergencies; and
  - iii. development of wildlife strategies and procedures for AUSVETPLAN, which sets out the roles, responsibilities and policy guidelines for agencies and organisations involved in an emergency animal disease response.
- (l) **Other Exotic Disease Preparedness Program (Veterinary Practitioner Training)** – a program of workshops, seminars and professional training including the development of technical and specialist materials related to emergency animal diseases and other related activities.
  - (m) **Torres Strait Fruit Fly Detection and Eradication Program** – combines routine early detection surveillance with eradication activities to prevent the entry and establishment of a number of target economic fruit flies on the Australian mainland. When a threshold number of exotic flies are detected, a national cost sharing arrangement between all Australian governments funds an eradication program.





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

*Signed for and on behalf of the Commonwealth  
of Australia by*

  
**Senator The Honourable Joe Ludwig**  
Minister for Agriculture, Fisheries and Forestry  
Senator for Queensland  
Date: 6/5/2013

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

**The Honourable [insert name] MP**  
Minister for [insert title]  
[Day] [Month] [Year]

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

**The Honourable [insert name] MP**  
Minister for [insert title]  
[Day] [Month] [Year]

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

**The Honourable [insert name] MP**  
Minister for [insert title]  
[Day] [Month] [Year]

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

**The Honourable [insert name] MP**  
Minister for [insert title]  
[Day] [Month] [Year]

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

**The Honourable [insert name] MP**  
Minister for [insert title]  
[Day] [Month] [Year]

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

**The Honourable [insert name] MP**  
Minister for [insert title]  
[Day] [Month] [Year]

*Signed for and on behalf of the Australian  
Capital Territory by*

**[insert name] MLA**  
Minister for [insert title]  
[Day] [Month] [Year]

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

**The Honourable [insert name] MLA**  
Minister for [insert title]  
[Day] [Month] [Year]

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

...May 2013

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

  
**The Honourable Katrina Hodgkinson MP**  
Minister for Primary Industries

27...May 2013

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

*Signed for and on behalf of the Commonwealth  
of Australia by*

\_\_\_\_\_  
The Honourable [insert name] MP  
Minister for [insert title]

[Day] [Month] [Year]

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

\_\_\_\_\_  
The Honourable [insert name] MP  
Minister for [insert title]

[Day] [Month] [Year]

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



\_\_\_\_\_  
The Honourable Peter Walsh MLA  
Minister for Agriculture and Food Security

14 / 1 / 2013

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

\_\_\_\_\_  
The Honourable [insert name] MP  
Minister for [insert title]

[Day] [Month] [Year]

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

\_\_\_\_\_  
The Honourable [insert name] MP  
Minister for [insert title]

[Day] [Month] [Year]

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

\_\_\_\_\_  
The Honourable [insert name] MP  
Minister for [insert title]

[Day] [Month] [Year]

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

\_\_\_\_\_  
The Honourable [insert name] MP  
Minister for [insert title]

[Day] [Month] [Year]

*Signed for and on behalf of the Australian  
Capital Territory by*

\_\_\_\_\_  
[insert name] MLA  
Minister for [insert title]

[Day] [Month] [Year]

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

\_\_\_\_\_  
The Honourable [insert name] MLA  
Minister for [insert title]

[Day] [Month] [Year]

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

*Signed for and on behalf of the Commonwealth  
of Australia by*

**The Honourable [insert name] MP**

Minister for [insert title]

[Day] [Month] [Year]

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

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

**The Honourable [insert name] MP**

Minister for [insert title]

[Day] [Month] [Year]

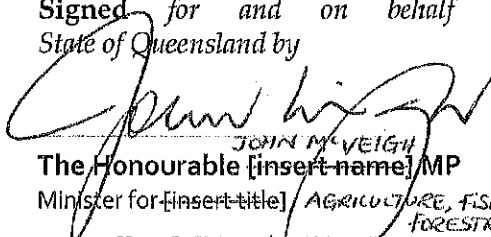
**The Honourable [insert name] MP**

Minister for [insert title]

[Day] [Month] [Year]

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

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

  
JOHN McVEIGH  
**The Honourable [insert name] MP**  
Minister for [insert title] AGRICULTURE, FISHERIES +  
FORESTRY  
[Day] [Month] [Year]  
18 / 4 / 2013

**The Honourable [insert name] MP**

Minister for [insert title]

[Day] [Month] [Year]

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

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

**The Honourable [insert name] MP**

Minister for [insert title]

[Day] [Month] [Year]

**The Honourable [insert name] MP**

Minister for [insert title]

[Day] [Month] [Year]

*Signed for and on behalf of the Australian  
Capital Territory by*

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

**[insert name] MLA**

Minister for [insert title]

[Day] [Month] [Year]

**The Honourable [insert name] MLA**

Minister for [insert title]

[Day] [Month] [Year]

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

*Signed for and on behalf of the Commonwealth  
of Australia by*

**The Honourable [insert name] MP**

Minister for [insert title]

[Day] [Month] [Year]

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

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

**The Honourable [insert name] MP**

Minister for [insert title]

[Day] [Month] [Year]

**The Honourable [insert name] MP**

Minister for [insert title]

[Day] [Month] [Year]

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

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

**The Honourable [insert name] MP**

Minister for [insert title]

[Day] [Month] [Year]

**The Honourable [insert name] MP**

Minister for [insert title]

[Day] [Month] [Year]

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

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

**The Honourable Gail Gago MLC**

Minister for Agriculture, Food and Fisheries

14/04/2013

**The Honourable [insert name] MP**

Minister for [insert title]

[Day] [Month] [Year]

*Signed for and on behalf of the Australian  
Capital Territory by*

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

**[insert name] MLA**

Minister for [insert title]

[Day] [Month] [Year]

**The Honourable [insert name] MLA**

Minister for [insert title]

[Day] [Month] [Year]

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

*Signed for and on behalf of the Commonwealth  
of Australia by*

---

**The Honourable [insert name] MP**

Minister for [insert title]

[Day] [Month] [Year]

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

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

---

**The Honourable [insert name] MP**

Minister for [insert title]

[Day] [Month] [Year]

---

**The Honourable [insert name] MP**

Minister for [insert title]

[Day] [Month] [Year]

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

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

---

**The Honourable [insert name] MP**

Minister for [insert title]

[Day] [Month] [Year]

---

**The Honourable Ken C Baston MLC**

Minister for Agriculture and Food

*3/5/14*

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

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

---

**The Honourable [insert name] MP**

Minister for [insert title]

[Day] [Month] [Year]

---

**The Honourable [insert name] MP**

Minister for [insert title]

[Day] [Month] [Year]

*Signed for and on behalf of the Australian  
Capital Territory by*

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

---

**[insert name] MLA**

Minister for [insert title]

[Day] [Month] [Year]

---

**The Honourable [insert name] MLA**

Minister for [insert title]

[Day] [Month] [Year]

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

**Signed for and on behalf of the Commonwealth  
of Australia by**

**The Honourable [insert name] MP**

Minister for [insert title]

[Day] [Month] [Year]

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

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

**The Honourable [insert name] MP**

Minister for [insert title]

[Day] [Month] [Year]

**The Honourable [insert name] MP**

Minister for [insert title]

[Day] [Month] [Year]

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

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

**The Honourable [insert name] MP**

Minister for [insert title]

[Day] [Month] [Year]

**The Honourable [insert name] MP**

Minister for [insert title]

[Day] [Month] [Year]

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

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

**The Honourable [insert name] MP**

Minister for [insert title]

[Day] [Month] [Year]

**The Honourable [insert name] MP**

Minister for [insert title]

[Day] [Month] [Year]

**Signed for and on behalf of the Australian  
Capital Territory by**

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

**[insert name] MLA**

Minister for [insert title]

[Day] [Month] [Year]



**The Honourable Willem Westra van Holthe  
MLA**

Minister for Primary Industry and Fisheries

22 August 2013