

# PROJECT AGREEMENT FOR THE ENVIRONMENT RESTORATION FUND – FLINDERS ISLAND SAFE HAVEN PROJECT

An agreement between:

- the Commonwealth of Australia; and
- South Australia.

The output of this project will support the establishment of Flinders Island as a threatened species safe haven and facilitate the translocation of two national priority species.

# Project Agreement for the Environment Restoration Fund – Flinders Island Safe Haven Project

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

### Purpose

2. This Agreement will support the delivery of eradicating three pest mammal species – cat, black rat and house mouse - from Flinders Island, South Australia, to create a 3,470 hectare safe haven. This together with habitat restoration actions will enable the introduction of at least two small- to medium- sized, national priority, threatened Australian mammal species thereby reducing the risk of their extinction.

### Reporting Arrangements

3. South Australia will report against the agreed milestones during the operation of this Agreement, as set out in Part 4 – Project Milestones, Reporting and Payments.

### Financial Arrangements

4. The Commonwealth will provide a total financial contribution to South Australia of \$1.677 million (the project funds), 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 this project.

### **Parties to this Agreement**

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

### **Term of the Agreement**

7. This Agreement will commence as soon as the Commonwealth and South Australia sign it and will expire on 30 June 2023 or when all of the project funds have been expended for the purposes of the Agreement, including 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**

8. The output of this agreement will be the establishment of an island safe haven and reintroduction of at least two national priority, threatened Australian mammal species. Additional outputs include:
  - a) ensuring project foundations are in place;
  - b) permit to bait Flinders Island with rodent bait obtained from APVMA;
  - c) Flinders Island is free of exotic house mice and black rats;
  - d) Flinders Island is free of feral cats; and
  - e) an ongoing conservation agreement for Flinders Island is in place.

## **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 Environment Restoration Fund – Flinders Island Safe Haven Project under this Agreement to ensure that outputs are delivered within the agreed timeframe; and
  - b) providing a consequent financial contribution to South Australia to support the implementation of this Agreement.

### **Role of South Australia**

10. South Australia will be responsible for:

- a) ensuring the delivery of all aspects of the project outputs set out in this Agreement and seeking the Commonwealth's agreement to any changes to works;
- b) convening a governance group over the life of the project that:
  - i. provides input to determine the most cost-effective use of the Commonwealth's investment during the life of the Agreement;
  - ii. oversees the impact and effectiveness of the investment actions, and;
  - iii. includes representatives from the Department of Agriculture, Water and the Environment, Department of Environment and Water and the island owners (the Woolford family).
- c) ensuring any project restoration works do not cause any detrimental or irreversible impact to natural processes, adjacent coastal areas and/or sites of Aboriginal significance;
- d) ongoing monitoring and evaluation of actions undertaken to assess the impact of interventions, to inform longer term management, and:
- e) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments;

### **Shared roles**

- 11. 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 – PROJECT MILESTONES, REPORTING AND PAYMENTS**

- 12. Table 1 summarises the milestones for the project, its relationship to the outputs, expected completion dates, relevant reporting dates and expected payments to be made. The Commonwealth will make payments subject to the annual performance report demonstrating the relevant milestone has been met.

**Table 1: Performance requirements, reporting and payment summary**

Outputs	Performance milestones or benchmarks	Report due	Payment
<b>Project Foundations are in place</b>	Submission to, and acceptance by the Department of Agriculture, Water and the Environment, of: <ul style="list-style-type: none"> <li>• A detailed project plan for the life of the project including a MERI Plan</li> <li>• Establishment of the project steering committee (membership, Terms of Reference, inception meeting held, work schedule to 30 April 2021 developed)</li> <li>• Evidence that efforts to secure land tenure through a conservation agreement have been made</li> </ul>	31 October 2020	\$400,000
	Completion of scheduled progress from date agreement signed to 31 March 2021 (as detailed in the Project Plan), demonstrated through the project performance report	30 April 2021	\$400,000
<b>Permit to bait Flinders Island with rodent bait obtained from APVMA</b>	Completion of scheduled progress from 1 April to 31 October 2021 (as detailed in the Project Plan), demonstrated through the project performance report	30 November 2021	\$400,000
<b>Flinders Island is free of exotic house mice and black rats</b>	Completion of scheduled progress from 1 November 2021 to 31 March 2022 (as detailed in the Project Plan), demonstrated through the project performance report	30 April 2022	\$200,000
<b>Flinders Island is free of feral cats</b>	Completion of scheduled progress from 1 April to 30 July 2022 (as detailed in the Project Plan), demonstrated through the project performance report	01 September 2022	\$250,000
<b>Flinders Island Safe Haven established and two priority mammal species introduced to assist their long-term conservation and an ongoing conservation agreement is in place</b>	Completion of scheduled progress from 1 August 2022 to 1 April 2023 (as detailed in the Project Plan), demonstrated through the project performance report	30 April 2023	\$27,000
	<b>Total</b>		<b>\$1,677,000</b>

13. If a milestone is met in advance of the due date, where the relevant performance report demonstrates that the milestone has been met, the Commonwealth may make the associated payment earlier than scheduled provided it falls within the same financial year as the original milestone date.

## Reporting arrangements

14. South Australia will provide performance reports in accordance with Table 1 during the operation of the Agreement. Each performance report is to contain the following information:
  - (a) a description of actual performance of South Australia in the period to date against the project milestones, including a statement as to whether the project is proceeding in accordance with the milestones and, if it is not, an explanation as to why and the action the State proposes to take to address the matter/s;
  - (b) details of any matter(s) that have arisen which could adversely impact on the delivery of the outputs, and how South Australia propose to resolve this/these matter(s); and
  - (c) a description of the work that will be undertaken to complete the remaining project milestones.
15. South Australia will also prepare a final Project Report on the completion of the project agreed under the Project Agreement. The final Project Report will be a standalone document that can be used for public information dissemination purposes. The final Project Report will:
  - (a) describe the short-term outcomes (those to be delivered within the life of the project), outputs and learnings from the project;
  - (b) evaluate the project, including assessing the extent to which the project's short-term outcomes have been achieved, whether these are on-track to achieve the longer-term outcomes to establish Flinders Island as a threatened species safe haven, and why any aspects were 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 the State at least 60 days before it is due.
16. South Australia agrees to meet any reasonable requests by the Commonwealth to provide other information regarding the project implementation or funding conditions.

## PART 5 – FINANCIAL ARRANGEMENTS

17. The Commonwealth will provide a total financial contribution to South Australia of \$1.677 million in respect of this Agreement. All payments are exclusive of GST.
18. The Commonwealth's funding contribution will not be reduced where South Australia secures funding from other sources.
19. The Commonwealth's and South Australia's estimated financial contributions 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 shown in Table 2.

**Table 2: Estimated financial contributions**

(\$ million)	2019-20	2020-21	2021-22	2022-23	Total
<b>Estimated total budget</b>	<b>0</b>	<b>0.8</b>	<b>0.6</b>	<b>0.277</b>	<b>1.677</b>
Less estimated National Partnership Payments	0	0.8	0.8	0.277	1.677
Balance of non-Commonwealth contributions	0.0	0.0	0.0	0.0	0.0

20. Having regard to the agreed estimated costs of projects specified in this Agreement, South Australia 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, South Australia 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 South Australia 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 both the Parties.
23. Either party to this Agreement may terminate their participation in the Agreement as any time by notifying the other Party in writing.

### Delegations

24. The relevant 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

25. Either Party may give notice to the other Party of a dispute under this Agreement.
26. Officials of both 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:

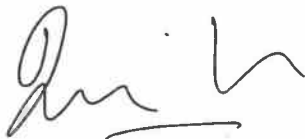
**Signed** for and on behalf of the Commonwealth  
of Australia by



**The Honourable Sussan Ley MP**  
Minister for the Environment

24<sup>th</sup> August 2020

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



**The Honourable David Speirs MP**  
Minister for Environment and Water

18<sup>th</sup> August 2020