

PROJECT AGREEMENT FOR RESPONSE TO THE ZIKA VIRUS

An agreement between:

- n the Commonwealth of Australia; and
- n Queensland.

The output of this Project will be the delivery of additional activities of the Dengue Action Response Teams (DART) in Cairns and Townsville, which will include increased *Aedes aegypti* surveillance and control in high-risk areas.

Project Agreement for Response to the Zika virus

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 additional activities of the Dengue Action Response Teams (DART) in Cairns and Townsville to minimise the risks of Zika virus transmission in high-risk areas.

Reporting Arrangements

3. Queensland 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 an estimated total financial contribution to Queensland of \$0.97 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 this project.

Parties to this Agreement

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

Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and Queensland sign it and will expire on 30 June 2016 or on completion of the project, 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 OUTPUT

Output

8. The output of this Agreement will be the enhanced activities of the Dengue Action Response Teams (DART) in Cairns and Townsville Hospital and Health Services to prevent the transmission of Zika virus and dengue virus in north Queensland including, but not limited to, the surveillance and control of potential vectors of Zika virus and dengue virus in high-risk areas. These outputs will be achieved by areas:
- (a) monitoring and responding to current distributions of *Aedes aegypti* in high risk areas in north Queensland to keep vector density at low enough levels to reduce the likelihood of disease transmission;
 - (b) increasing mosquito control and surveillance at venues where pregnant women visit such as childcare facilities, primary schools and hospitals;
 - (c) applying, developing and evaluating best-practice control tools to prevent the transmission of Zika virus in high-risk areas; and
 - (d) collaborating with a range of partners to improve knowledge in Cairns and Townsville regarding the prevention of mosquito-borne diseases.

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 enhanced activities of the DART under this Agreement to ensure that outputs are delivered within the agreed timeframe; and
 - (b) providing a consequent financial contribution to Queensland to support the implementation of this Agreement.

Role of Queensland

10. Queensland will be responsible for:
- (a) all aspects of delivering on the project outputs set out in this Agreement; and
 - (b) 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, their relationship to the outputs, relevant reporting dates and expected payments to be made. The Commonwealth will make payments subject to performance reports demonstrating the milestones have been met.

Table 1: Performance requirements, reporting and payment summary

Output	Performance milestones	Report due	Payment
Enhanced activities of the Dengue Action Response Teams (DART) in Cairns and Townsville Hospital and Health Services to prevent the transmission of Zika virus in north Queensland, including the surveillance and control of potential vectors of Zika virus in high-risk areas	Delivery of activities in accordance with clause 8 (a) to (d).	31 May 2016	\$0.97m

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. Queensland will provide performance reports in accordance with Table 1 during the operation of the Agreement. Each performance report is to contain a description of actual performance in the period to date against the project milestones.

PART 5 – FINANCIAL ARRANGEMENTS

15. The Commonwealth will provide an estimated total financial contribution to Queensland of \$0.97 million in respect of this Agreement. All payments are GST exclusive.
16. The Commonwealth's funding contribution will not be reduced where Queensland secures funding from other activity partners.
17. The Commonwealth's and Queensland'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)	2015-16	Total
Estimated total budget	0.97	0.97
Less estimated National Partnership Payments	0.97	0.97
Balance of non-Commonwealth contributions	0	0

18. Having regard to the agreed estimated costs of projects specified in this Agreement, Queensland 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, Queensland 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 Queensland 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 both the Parties.
21. Either Party to the Agreement may terminate their participation in the Agreement at any time by notifying the other Party in writing.

Delegations

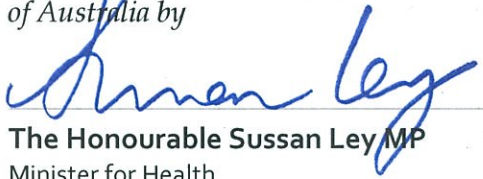
22. The Commonwealth Minister may delegate the assessment of performance against milestones and the authorisation of related project payments to senior Commonwealth officials, having regard to the financial and policy risks associated with those payments.

Dispute resolution

23. Either Party may give notice to the other Party of a dispute under this Agreement.
24. Officials of both 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.

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

Signed for and on behalf of the Commonwealth
of Australia by

A handwritten signature in blue ink, appearing to read 'Sussan Ley', written over a horizontal line.

The Honourable Sussan Ley MP
Minister for Health

Date

Signed for and on behalf of Queensland by

A handwritten signature in blue ink, appearing to read 'Cameron Dick', written over a horizontal line.

The Honourable Cameron Dick MP
Queensland Minister for Health

Date 1st June 2016