

PROJECT AGREEMENT FOR THE WET TROPICS OF QUEENSLAND AND TASMANIAN WILDERNESS WORLD HERITAGE AREAS

An agreement between:

- the Commonwealth of Australia and the States of
 - ◆ Queensland, and
 - ◆ Tasmania.

The output of this project will be the effective management of the Wet Tropics of Queensland and Tasmanian Wilderness World Heritage Areas.

Project Agreement for the Wet Tropics of Queensland and Tasmanian Wilderness World Heritage Areas

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 effective management of the Wet Tropics of Queensland and Tasmanian Wilderness World Heritage Areas consistent with the *Environment Protection and Biodiversity Conservation Act 1999* (the EPBC Act) and Australia's obligations under the World Heritage Convention.

Reporting Arrangements

3. The States will report annually 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 the Queensland of \$13.5 million, exclusive of GST in respect of this Agreement, as set out in Part 5 – Financial Arrangements.
5. The Commonwealth will provide an estimated total financial contribution to Tasmania of \$25.5 million, exclusive of GST in respect of this Agreement, as set out in Part 5 – Financial Arrangements.

PART 1 – FORMALITIES

Parties to this Agreement

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

Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and one other Party sign it and will expire on 30 June 2023 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 OUTPUTS

Outputs

8. The outputs of this Agreement will be to:

Wet Tropics of Queensland World Heritage Area

- (a) effectively manage, protect and present the World Heritage values of the Wet Tropics of Queensland World Heritage Area; and
- (b) ensure Rainforest Aboriginal traditions and culture are incorporated in World Heritage management, and that aspirations for Traditional Owner led management and livelihoods are supported consistent with measures outlined in the *Wet Tropics of Queensland World Heritage Area Regional Agreement*.

Tasmanian Wilderness World Heritage Area

- (c) assist in addressing critical threats such as invasive species, and changed fire regimes, to conserve and restore the biodiversity of the property (including by supporting owners of private land in the Tasmanian Wilderness World Heritage Area);
- (d) effectively manage and protect the World Heritage natural and cultural values for the Tasmanian Wilderness World Heritage Area which are ancillary and crucial to conserving and restoring natural values; and
- (e) develop and implement a joint management arrangement that ensures the strategies and actions for identification, protection, conservation and presentation of the World Heritage values of the Tasmanian Wilderness World Heritage Area are developed in partnership with Tasmanian Aboriginal people.

9. Achievement of the outputs of this Agreement will:

- (a) ensure that Australia continues to meet its obligations under the World Heritage Convention to protect, conserve and present the Wet Tropics of Queensland and Tasmanian Wilderness World Heritage areas;
- (b) ensure that the Wet Tropics of Queensland and Tasmanian Wilderness World Heritage areas are managed in a manner consistent with the *Environment Protection and Biodiversity Conservation Act 1999* (the EPBC Act); and
- (c) present the Wet Tropics of Queensland and Tasmanian Wilderness World Heritage areas as destinations for domestic and international visitors through sensitive and appropriate tourism experiences that are compatible with protecting the properties' Outstanding Universal Value.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

Role of the Commonwealth

10. The Commonwealth will be responsible for:
 - (a) monitoring and assessing achievement against milestones in the delivery of the effective management of the Tasmanian Wilderness and Wet Tropics of Queensland World Heritage areas under this Agreement to ensure that outputs are delivered within the agreed timeframe;
 - (b) providing a consequent financial contribution to the States to support the implementation of this Agreement; and
 - (c) providing advice in relation to Australia's obligations under the World Heritage Convention and the provisions of the EPBC Act.

Role of the States

11. 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 Part 4 – Project Milestones, Reporting and Payments.

Shared roles

12. The Commonwealth and the States will be jointly responsible for:
 - (a) agreeing Annual Business Plans;
 - (b) agreeing a five year business strategy; and
 - (c) reviewing and updating the five year business strategy annually.
13. Annual Business Plans should include details on scope, project schedule, budget, project stakeholders, governance arrangements, communication plan, high level design plans and a risk management plan. The States have the flexibility to determine how to meet this requirement and can make use of any existing information or document prepared for another purpose.
14. The Annual Business Plan is expected to be a flexible document that may be varied over time to accommodate changed circumstances. Variations to the Annual Business Plan that directly affect milestones and payments are subject to written agreement between Commonwealth and State ministers.
15. 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

16. Achievement of the outputs of this Agreement will be assessed against the milestones to be set out in bilateral schedules to this Agreement, which will be agreed in writing by relevant Commonwealth and State Ministers.
17. 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

18. The States will provide performance reports in accordance with the bilateral schedules to this 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

19. The Commonwealth will provide an estimated total financial contribution to the States of \$39 million in respect of this Agreement. All payments are GST exclusive.
20. The Commonwealth's funding contribution will not be reduced where the States secure funding from other activity partners.
21. The Commonwealth's and the States' 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)	2018-19	2019-20	2020-21	2021-22	2022-23	Total
Estimated total budget	14.7	14.7	14.7	14.7	14.7	73.5
Less estimated National Partnership Payments	7.8	7.8	7.8	7.8	7.8	39.0
Tasmania	5.1	5.1	5.1	5.1	5.1	25.5
Queensland	2.7	2.7	2.7	2.7	2.7	13.5
Less Balance of non-Commonwealth contributions	6.9	6.9	6.9	6.9	6.9	34.5
Tasmania	5.1	5.1	5.1	5.1	5.1	25.5
Queensland	1.8	1.8	1.8	1.8	1.8	9.0

22. Having regard to the agreed estimated costs of projects specified in this Agreement, a 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 States bear 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 States to deliver projects cost effectively and efficiently.

PART 6 – GOVERNANCE ARRANGEMENTS

Enforceability of the Agreement

23. 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

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

Delegations

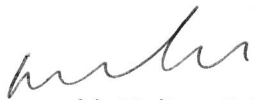
27. The Commonwealth Minister may delegate the assessment of performance against milestones and the authorisation of related project payments to senior Commonwealth officials, having regard to the financial and policy risks associated with those payments.

Dispute resolution

28. Any Party may give notice to other Parties of a dispute under this Agreement.
29. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
30. 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 Melissa Price MP
Minister for Environment
18 12 2018
[Day] [Month] [Year]

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

The Honourable Leeanne Enoch MP
Minister for Environment and the Great Barrier
Reef, Minister for Science, and Minister for the Arts
[Day] [Month] [Year]

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


The Honourable Will Hodgman, MP
Premier of Tasmania, Minister for Tourism,
Hospitality and Events, Minister for Heritage,
Minister for Trade, Minister for Parks

30 October 2018

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

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

The Honourable Melissa Price MP
Minister for the Environment

[Day] [Month] [Year]

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



The Honourable Leeanne Enoch MP
Minister for Environment and the Great Barrier
Reef, Minister for Science, and Minister for the Arts

[Day] [Month] [Year]

20th December 2018

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

The Honourable Will Hodgman, MP
Premier of Tasmania, Minister for Tourism,
Hospitality and Events, Minister for Heritage,
Minister for Trade, Minister for Parks

[Day] [Month] [Year]

SCHEDULE A**Wet Tropics of Queensland World Heritage Area****Table 1: Performance requirements, reporting and payment summary**

Outputs	Performance milestones	Report due	Payment
In accordance with clauses 8a) and b) of the Agreement	Agree to a five year (2018-23) Business Strategy for management of the Wet Tropics of Queensland World Heritage Area. Agree to 2018-19 Annual Business Plan.	01/09/2018	\$1,100,000
	Completion of scheduled stages/deliverables in accordance with the agreed five year Business Strategy and the 2018-19 Annual Business Plan . Review and update the five year Business Strategy. Agree to 2019-20 Annual Business Plan.	30/04/2019	\$1,600,000
	Completion of scheduled stages/deliverables in accordance with the agreed five year Business Strategy and the 2019-20 Annual Business Plan. Review and update the five year Business Strategy. Agree to 2020-21 Annual Business Plan.	30/04/2020	\$2,700,000
	Completion of scheduled stages/deliverables in accordance with the agreed five year Business Strategy and the 2020-21 Annual Business Plan. Review and update the five year Business Strategy. Agree to 2021-22 Annual Business Plan.	30/04/2021	\$2,700,000
	Completion of scheduled stages/deliverables in accordance with the agreed five year Business Strategy and the 2021-22 Annual Business Plan. Review and update the five year Business Strategy. Agree to 2022-2023 Annual Business Plan.	30/04/2022	\$2,700,000
	Completion of scheduled stages/deliverables in accordance with the agreed five year	30/04/2023	\$2,700,000

Outputs	Performance milestones	Report due	Payment
	<p>Business Strategy and the 2022-23 Annual Business Plan.</p> <p>Review and update the five year Business Strategy.</p>		

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

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of Australia by**


The Honourable Melissa Price MP
Minister for Environment

[Day] [Month] [Year]
18 / 12 / 2018
**Signed for and on behalf of the
State of Queensland by**

The Honourable Leeanne Enoch MP
Minister for Environment and the Great Barrier Reef,
Minister for Science, and Minister for the Arts

[Day] [Month] [Year]

[Day] [Month] [Year]

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of Australia by*

The Honourable Melissa Price MP
Minister for the Environment

[Day] [Month] [Year]

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



The Honourable Leeanne Enoch MP
Minister for Environment and the Great Barrier Reef,
Minister for Science, and Minister for the Arts

[Day] [Month] [Year]

20th December 2018

[Day] [Month] [Year]

SCHEDULE B**Tasmanian Wilderness World Heritage Area****Table 1: Performance requirements, reporting and payment summary**

Outputs	Performance milestones	Report due	Payment
In accordance with clauses 8(c), (d) and (e) of the Agreement	Agree to a five year (2018-23) Business Strategy for management of the Tasmanian Wilderness World Heritage Area. Agree to 2018-19 Annual Business Plan.	01/09/2018	\$2,000,000
	Completion of scheduled stages/deliverables in accordance with the agreed five year Business Strategy and the 2018-19 Annual Business Plan.		
	Review and update the five year Business Strategy. Agree to 2019-20 Annual Business Plan.	30/05/2019	\$3,100,000
	Completion of scheduled stages/deliverables in accordance with the agreed five year Business Strategy and the 2019-20 Annual Business Plan.		
	Review and update the five year Business Strategy. Agree to 2020-21 Annual Business Plan.	30/05/2020	\$5,100,000
	Completion of scheduled stages/deliverables in accordance with the agreed five year Business Strategy and the 2020-21 Annual Business Plan.		
	Review and update the five year Business Strategy. Agree to 2021-22 Annual Business Plan.	30/05/2021	\$5,100,000
	Completion of scheduled stages/deliverables in accordance with the agreed five year Business Strategy and the 2021-22 Annual Business Plan.		
	Review and update the five year Business Strategy. Agree to 2022-2023 Annual Business Plan.	30/05/2022	\$5,100,000
	Completion of scheduled stages/deliverables in accordance with the agreed five year Business Strategy and the 2022-23 Annual Business Plan.		
	Review and update the five year Business Strategy.	30/05/2023	\$5,100,000

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

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

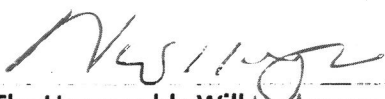


The Honourable Melissa Price MP
Minister for Environment

[Day] [Month] [Year]

18 / 12 / 2018

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



The Honourable Will Hodgman, MP
Premier of Tasmania, Minister for Tourism,
Hospitality and Events, Minister for Heritage,
Minister for Trade, Minister for Parks

[Day] [Month] [Year]