

PROJECT AGREEMENT FOR WORLD HERITAGE MANAGEMENT

An agreement between:

- the **Commonwealth of Australia**; and
- the **States of**
 - ◆ New South Wales,
 - ◆ Queensland,
 - ◆ Western Australia, and
 - ◆ South Australia.

The output of this project will be World Heritage property executive officers and advisory arrangements to ensure that Australia continues to meet its obligations under the *World Heritage Convention* to protect, conserve and present our World Heritage properties.

Project Agreement for World Heritage Management

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 World Heritage property executive officers and advisory arrangements to ensure that Australia continues to meet its obligations under the *World Heritage Convention* to protect, conserve and present our World Heritage properties consistent with the *Environment Protection and Biodiversity Conservation Act 1999* (the EPBC Act).

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 States of \$8,410,000, 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 New South Wales, Queensland, Western Australia and South Australia (the States).

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 World Heritage property executive officers and advisory arrangements for 11 World Heritage properties in New South Wales, Queensland, Western Australia and South Australia as follows:
 - (a) **New South Wales** - provide expert advice through an executive officer and advisory committees for each of the Greater Blue Mountains Area, Willandra Lakes Region and Gondwana Rainforests of Australia (NSW section) World Heritage areas; and expert advice from an executive officer for the Lord Howe Island Group World Heritage Area;
 - (b) **Queensland** - provide expert advice through an executive officer and advisory committees for each of the Gondwana Rainforests of Australia (Qld section), Fraser Island, and the Australian Fossil Mammal Sites – Riversleigh World Heritage areas;
 - (c) **Western Australia** - provide expert advice through an executive officer and advisory committees for each of the Shark Bay, Ningaloo Coast and Purnululu National Park World Heritage areas; and
 - (d) **South Australia** - provide expert advice through an executive officer and advisory committee for the Australian Fossil Mammal Sites - Naracoorte World Heritage Area.
9. States will ensure:
 - (a) that advisory committees use and provide the expert scientific, technical and community advice available;
 - (b) effective consultation and engagement with Aboriginal people with rights and interests in the relevant World Heritage areas; and
 - (c) that all of the above World Heritage areas are managed in a manner consistent with the *Environment Protection and Biodiversity Conservation Act 1999* (the EPBC Act).

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 World Heritage Management Project under this Agreement to ensure that outputs are delivered within the agreed timeframe; and
 - (b) providing a consequent financial contribution to the States to support the implementation of this Agreement.

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 agreeing Annual Business Plans.
- 13. Annual Business Plans should include details on scope, project schedule, budget – including estimated State financial contribution, project stakeholders and governance arrangements.
- 14. The Annual Business Plan is expected to be a flexible document that may be varied over time to accommodate changed circumstances. Variations to Annual Business Plans that directly affect milestones and payments are subject to written agreement between relevant 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 the 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. All 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 \$8,410,000 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 1.

Table 1: Estimated financial contributions

(\$ million)	2018-19	2019-20	2020-21	2021-22	2022-23	Total
Estimated total budget	3.364	3.364	3.364	3.364	3.364	16.820
Less estimated National Partnership Payments	1.682	1.682	1.682	1.682	1.682	8.410
New South Wales	0.782	0.782	0.782	0.782	0.782	3.910
Greater Blue Mountains	0.185	0.185	0.185	0.185	0.185	0.925
Gondwana Rainforests NSW	0.090	0.090	0.090	0.090	0.090	0.450
Willandra Lakes	0.330	0.330	0.330	0.330	0.330	1.650
Lord Howe Island	0.177	0.177	0.177	0.177	0.177	0.885
Queensland	0.380	0.380	0.380	0.380	0.380	1.900
AFMA Riversleigh	0.145	0.145	0.145	0.145	0.145	0.725
Fraser Island	0.145	0.145	0.145	0.145	0.145	0.725
Gondwana Rainforests Qld	0.090	0.090	0.090	0.090	0.090	0.450
Western Australia	0.420	0.420	0.420	0.420	0.420	2.100
Shark Bay	0.140	0.140	0.140	0.140	0.140	0.700
Ningaloo Coast	0.140	0.140	0.140	0.140	0.140	0.700
Purnululu NP	0.140	0.140	0.140	0.140	0.140	0.700
South Australia	0.100	0.100	0.100	0.100	0.100	0.500
AFMA Naracoorte	0.100	0.100	0.100	0.100	0.100	0.500
Balance of estimated non-Commonwealth contributions	1.682	1.682	1.682	1.682	1.682	8.410
New South Wales	0.782	0.782	0.782	0.782	0.782	3.910
Queensland	0.380	0.380	0.380	0.380	0.380	1.900
Western Australia	0.420	0.420	0.420	0.420	0.420	2.100
South Australia	0.100	0.100	0.100	0.100	0.100	0.500

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 or both] 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 the Environment

[Day] [Month] [Year]

29 / 11 / 18

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

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

The Honourable Gabrielle Upton MP

Minister for the Environment, Minister for Local
Government, Minister for Heritage

[Day] [Month] [Year]

The Honourable David Speirs MP

Minister for Environment and Water

[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 Leeanne Enoch MP

Minister for Environment and the Great Barrier Reef,
Minister for Science, and Minister for the Arts

[Day] [Month] [Year]

The Honourable Stephen Dawson MLC

Minister for Environment, Minister for Disability
Services

[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 Melissa Price MP
Minister for the Environment

[Day] [Month] [Year]

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



The Honourable Gabrielle Upton MP
Minister for the Environment, Minister for Local
Government, Minister for Heritage

[Day] [Month] [Year]

30 August 2016

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

The Honourable David Speirs MP
Minister for Environment and Water

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

[Day] [Month] [Year]

The Honourable Stephen Dawson MLC
Minister for Environment, Minister for Disability
Services

[Day] [Month] [Year]

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[Day] [Month] [Year]

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

The Honourable Gabrielle Upton MP

Minister for the Environment, Minister for Local
Government, Minister for Heritage

[Day] [Month] [Year]

The Honourable David Speirs MP

Minister for Environment and Water

[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 Leeanne Enoch MP

Minister for Environment and the Great Barrier
Reef, Minister for Science, and Minister for the Arts

[Day] [Month] [Year]

The Honourable Stephen Dawson MLC

Minister for Environment, Minister for Disability
Services

[Day] [Month] [Year]

4 / 9 / 2018

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

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The Honourable Melissa Price MP

Minister for the Environment

[Day] [Month] [Year]

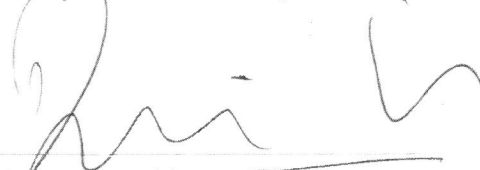
**Signed for and on behalf of the
State of New South Wales by**

The Honourable Gabrielle Upton MP

Minister for the Environment, Minister for Local
Government, Minister for Heritage

[Day] [Month] [Year]

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



The Honourable David Speirs MP

Minister for Environment and Water

05 09 2018

[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 Leeanne Enoch MP

Minister for Environment and the Great Barrier Reef,
Minister for Science, and Minister for the Arts

[Day] [Month] [Year]

The Honourable Stephen Dawson MLC

Minister for Environment, Minister for Disability
Services

[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 Melissa Price MP

Minister for the Environment

[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 South Australia by*

The Honourable Gabrielle Upton MP

Minister for the Environment, Minister for Local
Government, Minister for Heritage

[Day] [Month] [Year]

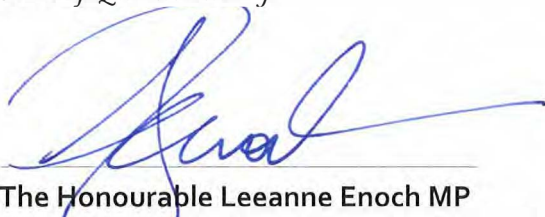
The Honourable David Speirs MP

Minister for Environment and Water

[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 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

The Honourable Stephen Dawson MLC

Minister for Environment, Minister for Disability
Services

[Day] [Month] [Year]

SCHEDULE A

World Heritage Funding – New South Wales

Performance requirements, reporting and payment summary

Outputs	Performance milestones	Report due	Payment
Expert advice through an executive officer and advisory committees for each of the Greater Blue Mountains Area, Willandra Lakes Region and Gondwana Rainforests of Australia (NSW section) World Heritage areas	Agreement to 2018-19 Annual Business Plan. Continued employment of executive officers. Continued operation of advisory committee.	31/08/2018	\$240,000
	Continued employment of executive officers. Continued operation of advisory committee. Completion of scheduled stages/deliverables in accordance with the agreed 2018-19 Annual Business Plan including state financial contribution. Agreement to 2019-20 Annual Business Plan.	31/03/2019	\$365,000
	Continued employment of executive officers. Continued operation of advisory committee. Completion of scheduled stages/deliverables in accordance with the agreed 2019-20 Annual Business Plan Agreement to 2020-21 Annual Business Plan.	31/03/2020	\$605,000
	Continued employment of executive officers. Continued operation of advisory committee. Completion of scheduled stages/deliverables in accordance with the agreed 2020-21 Annual Business Plan. Agreement to 2021-22 Annual Business Plan.	31/03/2021	\$605,000
	Continued employment of executive officers. Continued operation of advisory committee. Completion of scheduled stages/deliverables in accordance with the agreed 2021-22 Annual Business Plan. Agreement to 2022-23 Annual Business Plan.	31/03/2022	\$605,000
	Continued employment of executive officers. Continued operation of advisory committee. Completion of scheduled stages/deliverables in accordance with the agreed 2022-23 Annual Business Plan.	31/03/2023	\$605,000

Outputs	Performance milestones	Report due	Payment
Expert advice from an executive officer for the Lord Howe Island Group World Heritage Area	Agreement to 2018-19 Annual Business Plan. Continued employment of executive officer.	30/08/2018	\$70,000
	Continued employment of executive officer. Completion of scheduled stages/deliverables in accordance with the agreed 2018-19 Annual Business Plan Agreement to 2019-20 Annual Business Plan.	31/03/2019	\$107,000
	Continued employment of executive officer. Completion of scheduled stages/deliverables in accordance with the agreed 2019-20 Annual Business Plan. Agreement to 2020-21 Annual Business Plan.	31/03/2020	\$177,000
	Continued employment of executive officer. Completion of scheduled stages/deliverables in accordance with the agreed 2020-21 Annual Business Plan. Agreement to 2021-22 Annual Business Plan.	31/03/2021	\$177,000
	Continued employment of executive officer. Completion of scheduled stages/deliverables in accordance with the agreed 2021-22 Annual Business Plan. Agreement to 2022-23 Annual Business Plan.	31/03/2022	\$177,000
	Continued employment of executive officer. Completion of scheduled stages /deliverables in accordance with the agreed 2022-23 Annual Business.	31/03/2023	\$177,000

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

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



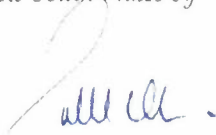
The Honourable Melissa Price MP

Minister for the Environment

[Day] [Month] [Year]

29 11 18

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



The Honourable Gabrielle Upton MP

Minister for the Environment, Minister for Local
Government, Minister for Heritage

[Day] [Month] [Year]

30 August 2010

SCHEDULE B**World Heritage Funding – Queensland****Performance requirements, reporting and payment summary**

Outputs	Performance milestones	Report due	Payment
Provide expert advice through an executive officer and advisory committees for each of the Gondwana Rainforests of Australia (Qld section), Fraser Island, and the Australian Fossil Mammal Sites – Riversleigh World Heritage areas	Agreement to 2018-19 Annual Business Plan. Continued employment of executive officers. Continued operation of advisory committee.	31/08/2018	\$150,000
	Continued employment of executive officers. Continued operation of advisory committee. Completion of scheduled stages/deliverables in accordance with the agreed 2018-19 Annual Business Plan including state financial contribution. Agreement to 2019-20 Annual Business Plan.	31/03/2019	\$230,000
	Continued employment of executive officers. Continued operation of advisory committee. Completion of scheduled stages/deliverables in accordance with the agreed 2019-20 Annual Business Plan including state financial contribution. Agreement to 2020-21 Annual Business Plan.	31/03/2020	\$380,000
	Continued employment of executive officers. Continued operation of advisory committee. Completion of scheduled stages/deliverables in accordance with the agreed 2020-21 Annual Business Plan. Agreement to 2021-22 Annual Business Plan.	31/03/2021	\$380,000
	Continued employment of executive officers. Continued operation of advisory committee. Completion of scheduled stages/deliverables in accordance with the agreed 2021-22 Annual Business Plan. Agreement to 2022-23 Annual Business Plan.	31/03/2022	\$380,000

Outputs	Performance milestones	Report due	Payment
	Continued employment of executive officers. Continued operation of advisory committee. Completion of scheduled stages/deliverables in accordance with the agreed 2022-23 Annual Business Plan.	31/03/2023	\$380,000

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 the Environment

29 11 18
[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]

Outputs	Performance milestones	Report due	Payment
	Continued employment of executive officers. Continued operation of advisory committee. Completion of scheduled stages/deliverables in accordance with the agreed 2022-23 Annual Business Plan.	31/03/2023	\$380,000

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 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

SCHEDULE C

World Heritage Funding – Western Australia

Performance requirements, reporting and payment summary

Outputs	Performance milestones	Report due	Payment
Provide expert advice through an executive officer and advisory committees for each of the Shark Bay, Ningaloo Coast and Purnululu National Park World Heritage areas	Agreement to 2018-19 Annual Business Plan. Continued employment of executive officers. Continued operation of advisory committee.	31/08/2018	\$170,000
	Continued employment of executive officers. Continued operation of advisory committee. Completion of scheduled stages/deliverables in accordance with the agreed 2018-19 Annual Business Plan. Agreement to 2019-20 Annual Business Plan.	31/03/2019	\$250,000
	Continued employment of executive officers. Continued operation of advisory committee. Completion of scheduled stages/deliverables in accordance with the agreed 2019-20 Annual Business Plan. Agreement to 2020-21 Annual Business Plan.	31/03/2020	\$420,000
	Continued employment of executive officers. Continued operation of advisory committee. Completion of scheduled stages/deliverables in accordance with the agreed 2020-21 Annual Business Plan including state financial contribution. Agreement to 2021-22 Annual Business Plan.	31/03/2021	\$420,000
	Continued employment of executive officers. Continued operation of advisory committee. Completion of scheduled stages/deliverables in accordance with the agreed 2021-22 Annual Business Plan. Agreement to 2022-23 Annual Business Plan.	31/03/2022	\$420,000

Outputs	Performance milestones	Report due	Payment
	Continued employment of executive officers. Continued operation of advisory committee. Substantial completion of scheduled stages/deliverables in accordance with the agreed 2022-23 Annual Business.	31/03/2023	\$420,000

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

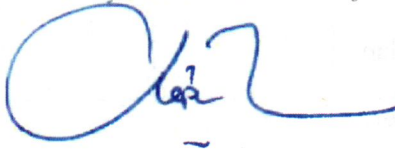
*Signed for and on behalf of the Commonwealth
of Australia by*



The Honourable Melissa Price MP
Minister for the Environment

29 11 18
[Day] [Month] [Year]

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



The Honourable Stephen Dawson MLC

Minister for Environment, Minister for Disability
Services

[Day] [Month] [Year]

4 9 2018

SCHEDULE D**World Heritage Funding – South Australia****Performance requirements, reporting and payment summary**

Outputs	Performance milestones	Report due	Payment
Provide expert advice through an executive officer and advisory committees for the Australian Fossil Mammal Sites - Naracoorte World Heritage Area	Agreement to 2018-19 Annual Business Plan. Continued employment of executive officers.	30/08/2018	\$40,000
	Continued employment of executive officer. Completion of scheduled stages/deliverables in accordance with the agreed 2018-19 Annual Business Plan. Agreement to 2019-20 Annual Business Plan.	31/03/2019	\$60,000
	Continued employment of executive officer. Completion of scheduled stages/deliverables in accordance with the agreed 2019-20 Annual Business Plan. Agreement to 2020-21 Annual Business Plan.	31/03/2020	\$100,000
	Continued employment of executive officer. Completion of scheduled stages/deliverables in accordance with the agreed 2020-21 Annual Business Plan. Agreement to 2021-22 Annual Business Plan.	31/03/2021	\$100,000
	Continued employment of executive officer. Completion of scheduled stages/deliverables in accordance with the agreed 2021-22 Annual Business Plan. Agreement to 2022-23 Annual Business Plan.	31/03/2022	\$100,000
	Continued employment of executive officer. Completion of scheduled stages/deliverables in accordance with the agreed 2022-23 Annual Business Plan.	31/03/2023	\$100,000

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

Signed for and on behalf of the Commonwealth
of Australia by

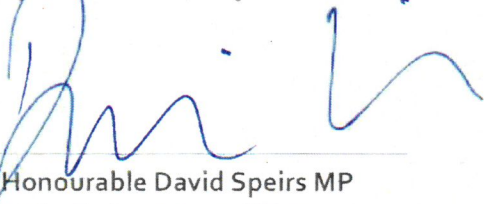


The Honourable Melissa Price MP

Minister for the Environment

29 11 18
[Day] [Month] [Year]

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



The Honourable David Speirs MP

Minister for Environment and Water

05 09 2018
[Day] [Month] [Year]