

PROJECT AGREEMENT FOR AN ON-FARM EMERGENCY WATER INFRASTRUCTURE REBATE SCHEME

An agreement between:

- the **Commonwealth of Australia**; and
- the **States and Territories of**
 - ◆ New South Wales,
 - ◆ Victoria,
 - ◆ Queensland,
 - ◆ Western Australia,
 - ◆ South Australia,
 - ◆ Tasmania,
 - ◆ the Australian Capital Territory, and
 - ◆ the Northern Territory.

The output of this project will be to provide funding for one-off rebates to eligible primary producers to improve water infrastructure that addresses animal welfare and improves drought resilience for primary producers.

Project Agreement for an On-farm Emergency Water Infrastructure Rebate Scheme

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 rebates to drought affected primary producers to purchase and install water-related infrastructure for livestock watering.

Reporting Arrangements

3. The States 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 the States of up to \$49.3 million, exclusive of GST in respect of this Agreement, as set out in Part 5 – Financial Arrangements.

PART 1 – FORMALITIES

5. This agreement, together with its schedules, constitutes the entire agreement for this project.

Parties to this Agreement

6. This Agreement is between the Commonwealth of Australia (the Commonwealth) and the States and Territories of New South Wales, Victoria, Queensland, South Australia, Tasmania, Western Australia, the Australian Capital Territory and the Northern Territory (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 2021 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. To provide funding for one-off rebates to eligible primary producers for the costs associated with the purchase and installation of on-farm water infrastructure that addresses animal welfare needs and improves resilience to drought. Guidance on eligible project activities is at Schedule A.

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 On-Farm Emergency Water Infrastructure Rebate Scheme 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 and Territories

10. The States will be responsible for all aspects of delivering on the project outputs set out in this Agreement.

Shared roles

11. The Commonwealth and the states will be jointly responsible for developing and agreeing bilateral schedules, in accordance with Part 4 – Project Milestones, Reporting and Payments, concurrently with or as soon as possible following the signing of this Agreement; and
12. 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

13. Achievement of the outputs of this Agreement will be assessed against the milestones to be agreed in bilateral schedules to this Agreement. The Commonwealth will make payments subject to a performance report demonstrating the relevant milestone has been met.
14. 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

15. The States will provide performance reports as set out in the bilateral schedules to this Agreement.

16. Each performance report is to include information on any issues which could adversely impact the delivery of the rebate scheme and the State's proposal for managing or resolving outstanding matters.

PART 5 – FINANCIAL ARRANGEMENTS

17. The Commonwealth will provide an estimated total financial contribution to the states for the project of up to \$49.3m in respect of this Agreement. All payments are GST exclusive.
18. The Commonwealth's funding contribution will not be reduced where the States secure funding from other activity partners.
19. The Commonwealth'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 1.

Table 1: Estimated financial contributions

| (\$ million) | 2018-19 | 2019-20 | 2020-21 | Total |
|-------------------------------|-------------|-------------|------------|-------------|
| Estimated total budget | 19.9 | 19.7 | 9.7 | 49.3 |

20. Having regard to the agreed estimated costs of projects specified in this Agreement, a State or Territory 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

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 all the Parties.
23. 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.
24. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all Parties in writing.

Delegations

25. 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

26. Any Party may give notice to other Parties of a dispute under this Agreement.
27. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
28. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.

Interpretation

29. For the purposes of this Agreement:
 - (a) Eligible primary producers are applicants who operate as a farm business and have been affected by drought as defined in the bilateral schedules subsequent to the Agreement. Further guidance is at Schedule A.
 - (b) Rebates will be 25 per cent of the costs incurred by primary producers, up to a maximum total rebate of \$25,000, for eligible activities undertaken from the date this agreement is signed by the relevant State in which the farm business is conducted.

Commonwealth of Australia by



The Honourable David Littleproud MP
Minister for Agriculture and Water Resources

[Day] [Month] [Year]
14 12 18

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



The Hon. Niall Blair MLC
Minister for Primary Industries

[Day] [Month] [Year]
12 12 2018

Signed for and on behalf of the
State of Victoria by

The Honourable Jaala Pulford MLC
Minister for Agriculture

[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 Mark Furner MP
Minister for Agricultural Industry Development and
Fisheries

[Day] [Month] [Year]

The Honourable Alannah MacTiernan MLC
Minister for Regional Development; Agriculture
and Food

[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 Tim Whetstone MP
Minister for Primary Industries and Regional
Development

[Day] [Month] [Year]

The Honourable Guy Barnett MP
Minister for Primary Industries and Water

[Day] [Month] [Year]

Signed for and on behalf of the Australian
Capital Territory by



Mr Mick Gentleman MLA
Minister for the Environment and Heritage

[Day] [Month] [Year]

Signed for and on behalf of the Northern
Territory by

The Honourable Ken Vowles MLA
Minister for Primary Industry and Resources

[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 David Littleproud MP
Minister for Agriculture and Water Resources

[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

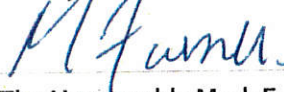
The Hon. Niall Blair MLC
Minister for Primary Industries

[Day] [Month] [Year]

The Honourable Jaala Pulford MLC
Minister for Agriculture

[Day] [Month] [Year]

Signed for and on behalf of the State of Queensland by



The Honourable Mark Furner MP
Minister for Agricultural Industry Development and Fisheries

[Day] [Month] [Year]

29 January 2019

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

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

The Honourable Alannah MacTiernan MLC
Minister for Regional Development; Agriculture and Food

[Day] [Month] [Year]

Signed for and on behalf of the State of Tasmania by

The Honourable Tim Whetstone MP
Minister for Primary Industries and Regional Development

[Day] [Month] [Year]

Signed for and on behalf of the Australian Capital Territory by

The Honourable Guy Barnett MP
Minister for Primary Industries and Water

[Day] [Month] [Year]

Signed for and on behalf of the Northern Territory by

Mr Mick Gentleman MLA
Minister for the Environment and Heritage

[Day] [Month] [Year]

The Honourable Ken Vowles MLA
Minister for Primary Industry and Resources

[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 David Littleproud MP
Minister for Agriculture and Water Resources

[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 Hon. Niall Blair MLC
Minister for Primary Industries

[Day] [Month] [Year]

The Honourable Jaala Pulford MLC
Minister for Agriculture

[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

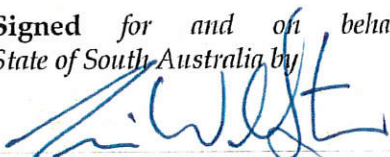
The Honourable Mark Furner MP
Minister for Agricultural Industry Development and Fisheries

[Day] [Month] [Year]

The Honourable Alannah MacTiernan MLC
Minister for Regional Development; Agriculture and Food

[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 Tim Whetstone MP
Minister for Primary Industries and Regional Development

31 / 11 / 2019
[Day] [Month] [Year]

The Honourable Guy Barnett MP
Minister for Primary Industries and Water

[Day] [Month] [Year]

Signed for and on behalf of the Australian Capital Territory by

Signed for and on behalf of the Northern Territory by

Mr Mick Gentleman MLA
Minister for the Environment and Heritage

[Day] [Month] [Year]

The Honourable Ken Vowles MLA
Minister for Primary Industry and Resources

[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 David Littleproud MP
Minister for Agriculture and Water Resources

[Day] [Month] [Year]

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

The Hon. Niall Blair MLC
Minister for Primary Industries

[Day] [Month] [Year]

Signed for and on behalf of the State of Queensland by

The Honourable Mark Furner MP
Minister for Agricultural Industry Development and Fisheries

[Day] [Month] [Year]

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

The Honourable Tim Whetstone MP
Minister for Primary Industries and Regional Development

[Day] [Month] [Year]

Signed for and on behalf of the Australian Capital Territory by

Mr Mick Gentleman MLA
Minister for the Environment and Heritage

[Day] [Month] [Year]

Signed for and on behalf of the State of Victoria by

The Honourable Jaala Pulford MLC
Minister for Agriculture

[Day] [Month] [Year]

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

The Honourable Alannah MacTiernan MLC
Minister for Regional Development, Agriculture and Food

The Honourable Dave Kelly MLA
Minister for Water, Fisheries, Forestry, Innovation and ICT, Science

4 April 2019

Signed for and on behalf of the State of Tasmania by

The Honourable Guy Barnett MP
Minister for Primary Industries and Water

[Day] [Month] [Year]

Signed for and on behalf of the Northern Territory by

The Honourable Ken Vowles MLA
Minister for Primary Industry and Resources

[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 David Littleproud MP
Minister for Agriculture and Water Resources

[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 Hon. Niall Blair MLC
Minister for Primary Industries

[Day] [Month] [Year]

The Honourable Jaala Pulford MLC
Minister for Agriculture

[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 Mark Furner MP
Minister for Agricultural Industry Development and
Fisheries

[Day] [Month] [Year]

The Honourable Alannah MacTiernan MLC
Minister for Regional Development; Agriculture and
Food

[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 Tim Whetstone MP
Minister for Primary Industries and Regional
Development

[Day] [Month] [Year]

The Honourable Guy Barnett MP
Minister for Primary Industries and Water

[Day] [Month] [Year]

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

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

Mr Mick Gentleman MLA
Minister for the Environment and Heritage

[Day] [Month] [Year]

The Honourable Ken Vowles MLA
Minister for Primary Industry and Resources

[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 David Littleproud MP

Minister for Agriculture and Water Resources

[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 Hon. Niall Blair MLC

Minister for Primary Industries

[Day] [Month] [Year]

The Honourable Jaala Pulford MLC

Minister for Agriculture

[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 Mark Furner MP

Minister for Agricultural Industry Development and Fisheries

[Day] [Month] [Year]

The Honourable Alannah MacTiernan MLC

Minister for Regional Development; Agriculture and Food

[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 Tim Whetstone MP

Minister for Primary Industries and Regional Development

[Day] [Month] [Year]

The Honourable Guy Barnett MP

Minister for Primary Industries and Water

[Day] [Month] [Year]

Signed for and on behalf of the Australian Capital Territory by

Signed for and on behalf of the Northern Territory by

Mr Mick Gentleman MLA

Minister for the Environment and Heritage

[Day] [Month] [Year]



The Hon Paul Kirby MLA

Minister for Primary Industry and Resources

[Day] [Month] [Year]

4/3/2019

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

Signed for and on behalf of the Commonwealth of Australia by

The Honourable David Littleproud MP
Minister for Agriculture and Water Resources

[Day] [Month] [Year]

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

The Hon. Niall Blair MLC
Minister for Primary Industries

[Day] [Month] [Year]

Signed for and on behalf of the State of Queensland by

The Honourable Mark Furner MP
Minister for Agricultural Industry Development and Fisheries

[Day] [Month] [Year]

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

The Honourable Tim Whetstone MP
Minister for Primary Industries and Regional Development

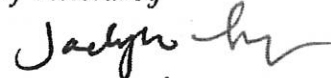
[Day] [Month] [Year]

Signed for and on behalf of the Australian Capital Territory by

Mr Mick Gentleman MLA
Minister for the Environment and Heritage

[Day] [Month] [Year]

Signed for and on behalf of the State of Victoria by



The Honourable ~~Joella Pullford~~ Jaclyn Symes MLC
Minister for Agriculture

[Day] [Month] [Year]

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

The Honourable Alannah MacTiernan MLC
Minister for Regional Development; Agriculture and Food

[Day] [Month] [Year]

Signed for and on behalf of the State of Tasmania by

The Honourable Guy Barnett MP
Minister for Primary Industries and Water

[Day] [Month] [Year]

Signed for and on behalf of the Northern Territory by

The Honourable Ken Vowles MLA
Minister for Primary Industry and Resources

[Day] [Month] [Year]

Project Eligibility

PROJECT AGREEMENT FOR AN ON-FARM EMERGENCY WATER INFRASTRUCTURE REBATE SCHEME

PROJECT ELIGIBILITY CRITERIA

A1 Guidance to States on eligibility for Commonwealth funding under the Rebate Scheme:

i. Eligible applicants must:

1. be a primary producer (as defined by the state or territory in relation to delivering the rebate scheme)
2. be property owners, share farmers or lease holders in the grazing industry
3. purchase and install water infrastructure for grazing livestock that the landholder owns (not stock agisted on their property)

ii. The property must be within an area defined by the state or territory as being drought impacted as defined in the state specific bilateral schedules subsequent to the Agreement.

iii. Water infrastructure must be purchased and installed for an animal welfare need and to improve drought resilience

iv. Water infrastructure must be purchased after 30 June 2018

v. Eligibility for the rebate applies to;

1. the purchase and installation of:
 - a. pipes
 - b. water storage devices such as tanks and troughs associated with stock watering
 - c. water pumps and associated water distribution systems
2. the drilling of new stock water bores and associated power supply such as generators
3. desilting dams