

New South Wales

PROJECT AGREEMENT FOR IMPROVING GREAT ARTESIAN BASIN DROUGHT RESILIENCE

PART 1: PRELIMINARIES

1. This bilateral schedule to the Project Agreement for Improving Great Artesian Basin Drought Resilience should be read in conjunction with that Agreement. The Schedule has been developed in accordance with clause 11 of the Agreement.
2. This bilateral schedule to the Project Agreement for Improving Great Artesian Basin Drought Resilience provides for a State Work Plan. The State Work Plan is agreed by the Commonwealth and New South Wales senior officials and can be amended by New South Wales should both parties agree in writing.
3. A State Work Plan outlines the capital works, communication/education initiatives or studies that will constitute milestone targets for each financial year. At a minimum, the Work Plan will cover details as stipulated in clause A4 of the Project Agreement.

PART 2: FORMALITIES

4. This Schedule will commence as soon as it is agreed between the Commonwealth and New South Wales and expire on 30 June 2024 or on completion of the project, including final performance reporting and processing of final payments against milestones.

PART 3: FINANCIAL ARRANGEMENTS

5. Having completed an assessment of the proposed projects as listed in the State Work Plan in accordance with the Assessment Guidelines and Project Eligibility Criteria contained in Appendix A of the Agreement, the Commonwealth will provide a maximum financial contribution of \$9.1m to the State for projects listed in the State Work Plan.

6. The estimated financial contributions to be provided by the Commonwealth are outlined in Table 1.

Table 1. Estimated financial contributions

Estimated total budget	2019-20	2020-21	2021-22	2022-23	2023-24	Total
(\$ million)	0	0.780	5.300	9.520	2.600	18.200
State contribution	0	0.390	2.650	4.760	1.300	9.100
Third party contributions						
Commonwealth contribution	0	0.390	2.650	4.760	1.300	9.100

PART 4: PROJECT MILESTONES, REPORTING AND PAYMENTS

7. Table 2 summarises the milestones for the project, their relationship to the outputs, expected completion dates, relevant reporting dates and expected payments to be made. The Commonwealth will make payments subject to New South Wales demonstrating that the relevant milestone has been met.

Table 2: Milestones, reporting and payment summary

Number	Outputs	Milestones	Due date(s)	Payment (\$)
1	Performance report as agreed for each milestone payment for 2019-20	Achievement of project/infrastructure delivery outlined in the work plan for period 1 July 2019 to 30 June 2020 in 2019-20	30 April 2020 and/or date(s) as agreed for additional payment(s) for 2019-20	0
2	Performance report as agreed for each milestone payment for 2020-21	Achievement of project/infrastructure delivery outlined in the work plan for period 1 July 2020 and 30 June 2021 in 2020-21	30 April 2021 and/or date(s) as agreed for additional payment(s) for 2020-21	390,000 (paid)
3	Performance report as agreed for each milestone payment for 2021-22	Achievement of project/infrastructure delivery outlined in the work plan for 1 July 2021 and 30 June 2022 in 2021-22	30 April 2022 and/or date(s) as agreed for additional payment(s) for 2021-22	2,650,000 (paid)
3a	As per Milestone 3	As per Milestone 3	31 December 2022	Up to 226,414
4	Performance report as agreed for each milestone payment for 2022-23	Achievement of project/infrastructure delivery outlined in the work plan for period 1 July 2022 and 30 June 2023 in 2022-23	30 April 2023 and/or date(s) as agreed for additional payment(s) for 2022-23	Up to 4,533,586 or as per clause 8
5	Performance report as agreed for each milestone payment for 2023-24	Achievement of project/infrastructure delivery outlined in the work plan for period 1 July 2023 and 30 June 2024 in 2023-24	9 April 2024 and/or date(s) as agreed for additional payment(s) for 2023-24	Up to 1,300,000 or as per clause 8

8. If the maximum Commonwealth payments shown in Table 1 are not made in a given financial year (e.g. due to lack of acceptable project proposals) the Commonwealth may move funds into a later year at its discretion. The Commonwealth makes no guarantee that unspent funding (if any) will be carried into later years.


9. If a milestone is met in advance of the due date, where the State 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.
10. The State will provide the annual performance report in accordance with Table 2 during the operation of the Agreement. Each performance report is to:
 - a. contain a description of actual performance against projects and/or activities listed in the State Work Plan in the period to date against the project milestones;
 - b. demonstrate funding contributions from the State and/or third parties at least matches the Commonwealth's contribution;
 - c. include information on any issues which could adversely impact the delivery of the Improving Great Artesian Basin Drought Resilience program; and the State's proposal for managing or resolving outstanding matters; and
 - d. demonstrate how each project (as listed in the State Work Plan) has contributed to achieving key outcomes of the Great Artesian Basin Strategic Management Plan (once finalised).
11. The annual performance report must be provided by 30 April each year in the form of any relevant template(s) provided by the Commonwealth.

PART 5: SIGN OFF

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

Signature  Date 13.2.2023

The Hon Kevin Anderson, Minister for Lands and Water

 13.12.2022

Signature Date

The Hon Tanya Plibersek MP, Minister for the Environment and Water