

PROJECT AGREEMENT FOR PEST AND DISEASE PREPAREDNESS AND RESPONSE PROGRAMS

An agreement between:

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

The output of this project will be the delivery of activities to support pest and disease preparedness and response programs and surveillance initiatives.

Project Agreement for Pest and Disease Preparedness and Response Programs

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 agreed activities under the national animal and plant pest and disease preparedness response programs and surveillance initiatives as outlined in relevant Schedules.

Reporting Arrangements

3. The States agree to meet and report against the project milestones as set out in the Schedules to this Agreement.

Financial Arrangements

4. The Commonwealth's and States' estimated financial contributions to the operation of this Agreement are set out in Schedules to this arrangement.

PART 1 – FORMALITIES

5. This Agreement constitutes the entire agreement for this project.

Parties to this Agreement

6. This Agreement is initially between the Commonwealth of Australia (the Commonwealth) and the States of New South Wales, Victoria, Queensland, Western Australia, South Australia, Tasmania and the Northern Territory.
7. The Australian Capital Territory may become Party to this Agreement, depending on its participation in existing or new activities.
8. Schedules to this Agreement will be between the Commonwealth and the relevant Parties.

Term of the Agreement

9. This Agreement will commence as soon as the Commonwealth and one other Party signs the Agreement and will expire when all the Schedules expire unless terminated earlier or extended as agreed in writing by the Parties.
10. Schedules to this Agreement will commence as soon as they are signed by the Commonwealth and one of the relevant Parties and will expire on the date specified in the schedule 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

11. The outputs of this Agreement will be a series of projects under national animal and plant pest and disease preparedness and response programs and surveillance initiatives including under:
 - (a) emergency response programs as set out in response plans agreed by the responsible National Management Group under the Emergency Animal Disease Response Agreement (EADRA), Emergency Plant Pest Response Deed (EPPRD), National Environmental Biosecurity Response Agreement (NEBRA) or NEBRA-like arrangements; and
 - (b) emergency response activities consistent with the Immediate Assistance Fund (IAF) guidelines.
12. Programs and initiatives include activities to:
 - (a) limit the risk to the economy, the environment and the community of the pest or disease becoming established and/or spreading;
 - (b) assist affected industries and the community to reduce or manage the impact of the pest or disease;
 - (c) assist affected industries and the community to recover from the effect of the impact of the pest or disease;
 - (d) ensure the efforts of governments; relevant industry bodies and the community are coordinated and integrated;
 - (e) assist decision-makers and technical experts in preparedness planning for wildlife diseases through research, specialist training and the use of surveillance data and tools; and/or
 - (f) facilitate early detection and eradication of endemic, emerging and exotic pests and diseases.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

Role of the Commonwealth

13. The Commonwealth will be responsible for:
 - (a) monitoring and assessing achievement against the milestones and/or performance benchmarks of this Agreement; and

- (b) providing a consequent financial contribution to the States to support the implementation of this Agreement.

Role of the States and Territories

- 14. 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 Schedules to this Agreement.

Shared roles

- 15. The Commonwealth and the States share the following responsibilities:
 - (a) participating in consultations as appropriate regarding the implementation of this Agreement; and
 - (b) negotiating new or revised Schedules to this Agreement.
- 16. The Parties will meet the requirements of Schedule E, Clause 26 of the Intergovernmental Agreement on Federal Financial Relations, by ensuring that prior agreement is reached on the nature and content of any national 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

- 17. The States agree to meet and report against the project milestones as set out in the Schedules to this Agreement.

PART 5 – FINANCIAL ARRANGEMENTS

- 18. The Commonwealth's and States' estimated financial contribution 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 set out in Schedules to this Agreement.
- 19. The Commonwealth's funding contribution will not be reduced where the States secure funding from other activity partners.

20. For Schedules relating to emergency response arrangements, financial arrangements will be in accordance with the cost-sharing arrangements agreed by the National Management Group or Agriculture Ministers' Forum as relevant. Where the actual cost incurred by a State in carrying out activities outlined in this Agreement or its Schedules is less than the agreed estimated cost, any unspent funds should be returned to the Commonwealth unless agreed otherwise by National Management Group. Similarly, if the National Management Group decides on variations to the nature or scope of any programs, any excess funds should be returned to the Commonwealth.

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 Parties.
23. Schedules to this Agreement that have no impact on other Parties may be agreed or 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 the other 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 and if necessary, the relevant Ministers' Forum.

Interpretation

29. For the purposes of this Agreement and its Schedules:
 - (a) **Agriculture Ministers' Forum (AGMIN)** - comprises Australian/state/territory and New Zealand government ministers with responsibility for primary industries, and is chaired by the Australian Government Minister for Agriculture and Water Resources. The role of AGMIN is to enable cross-jurisdictional cooperative and coordinated approaches to matters of national interest. AGMIN is the peak forum to collaborate on priority issues of national significance affecting Australia's primary production sectors including fisheries and forestry.
 - (b) **Immediate Assistance Fund (IAF)** – provides emergency response funding to assist the States and Territories and industry, to respond to exotic plant pest and animal diseases to contain and delimit incursions to manage their risk and enable an eradication or management program to be established.

- (c) **Emergency Animal Disease Responses (EADRA)** – is a legally binding agreement between all governments and livestock industry signatories that sets out cost-sharing arrangements and responsibilities for an emergency response to an animal disease outbreak.
- (d) **Emergency Plant Pest Responses (EPPRD)** – is a legally binding agreement between all governments and plant industry signatories that sets out cost-sharing arrangements and responsibilities for an emergency response to a plant pest outbreak.
- (e) **National Environmental Biosecurity Response Agreement (NEBRA)** – sets out emergency response arrangements, including cost-sharing arrangements, for biosecurity incidents that primarily impact the environment and/or social amenity and where the response is for the public good. The NEBRA is an agreement between all governments.
- (f) **National Environmental Biosecurity Response Agreement-like (NEBRA-like) arrangements** – emergency response plans established prior to the commencement of NEBRA but operating as a similar arrangement.
- (g) **National Management Group (NMG)** – the decision making body under the EADRA and EPPRD that determines whether a national response to a pest or disease is warranted, and the direction of that response. It consists of the Chief Executive Officers of the Commonwealth, state and territory departments of agriculture or primary industries; affected industry bodies and Animal Health Australia or Plant Health Australia, as appropriate. It is chaired by the Secretary of the Australian Government Department of Agriculture and Water Resources. A National Biosecurity Management Group established under NEBRA performs the same role as the NMG, but representation is limited to government parties. It is also chaired by the Secretary of the Australian Government Department of Agriculture and Water Resources.
- (h) **Emergency Response Plans** – outline strategies to achieve eradication that may include containment and surveillance activities to detect and dispose of infected animals/plant material; quarantine and movement controls; decontamination and property clean-up procedures. Emergency Response Plans also provide indicative budgets (resources, operating and capital expenses, and owner reimbursement costs); key roles and responsibilities; public relations and information management; milestones and associated workforce implications; and accounting, monitoring arrangements and triggers for review.

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

Signed for and on behalf of the Commonwealth of Australia by



The Honourable Barnaby Joyce MP
Minister for Agriculture and Water Resources

17/8/2017

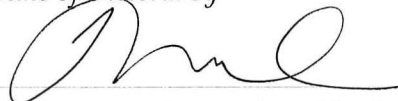
Signed for and on behalf of the State of New South Wales by



The Honourable Niall Blair MLC
Minister for Primary Industries

26/7/2017

Signed for and on behalf of the State of Victoria by



The Honourable Jaala Pulford MLC
Minister for Agriculture

26/7/2017

Signed for and on behalf of the State of Queensland by

The Honourable Bill Byrne MP
Minister for Agriculture and Fisheries

1/ /2017

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



The Honourable Alannah MacTiernan MLC
Minister for Agriculture and Food

26/7/2017

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

The Honourable Leon Bignell MP
Minister for Agriculture, Food and Fisheries

1/ /2017

Signed for and on behalf of the State of Tasmania by

The Honourable Jeremy Rockliff MP
Minister for Primary Industries and Water

26/7/2017

Signed for and on behalf of the Australian Capital Territory by

Mick Gentleman MLA
Minister for the Environment and Heritage

1/ /2017


Signed for and on behalf of the Northern Territory by

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Minister for Primary Industry and Resources

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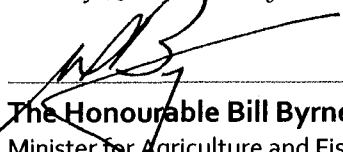
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Signed for and on behalf of the State of Queensland by



The Honourable Bill Byrne MP
Minister for Agriculture and Fisheries
7 Aug/2017

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

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Minister for Agriculture and Food
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Minister for Agriculture, Food and Fisheries
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Minister for Agriculture and Food
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The Honourable Leon Bignell MP
Minister for Agriculture, Food and Fisheries
13/9 /2017

Signed for and on behalf of the State of Tasmania by

The Honourable Jeremy Rockliff MP
Minister for Primary Industries and Water
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Minister for the Environment and Heritage
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