

Enhanced Environmental Water Delivery (EEWD) Stage 2 FEDERATION FUNDING AGREEMENT – ENVIRONMENT

Table 1: Formalities and operation of Schedule

Parties	Commonwealth New South Wales Victoria South Australia
Duration	<ol style="list-style-type: none"> 1. This Schedule will commence on the date the last party executes it. 2. It will expire on 30 May 2027, or on completion of the agreed activities in the milestone tables including final performance reporting and processing of final payments against milestones. 3. Activities which the Murray-Darling Basin Authority (MDBA) determines are required for the EEWD Project to be considered operational according to the Sustainable Diversion Limit (SDL) Adjustment Mechanism process under the Murray-Darling Basin Plan (Basin Plan) are to be completed by 31 December 2026.
Purpose	<ol style="list-style-type: none"> 4. This Schedule has been developed in accordance with Clauses 13 and 14 of the FFA – Environment [the Agreement]. 5. This Schedule will fund the delivery of Stage 2 of the Enhanced Environmental Water Delivery (EEWD) Project. The EEWD Project has been approved as part of the SDLAM suite of projects, which are aimed at enabling the long-term average SDLs under the Basin Plan to be increased by a combined total of 605 gigalitres (GL) / year. 6. The EEWD project seeks to modernise planning, forecasting, accounting, inter-valley coordination, and delivery processes for environmental water across the Southern Connected Basin. 7. The EEWD Project has been put forward jointly by New South Wales, Victoria, and South Australia (the States) as part of the package of SDL adjustment projects agreed by the Murray-Darling Basin Ministerial Council in June 2017. 8. Given the technical nature and expertise required for this project, the States have agreed to engage the MDBA's Environmental Management Team to deliver specified project activities set out in this Schedule on the States' behalf. 9. The States are jointly responsible for all outputs under this Schedule. Both the Commonwealth and the States will enter Memoranda of

	<p>Understanding (MoU) with the MDBA to support that work (respectively, the Commonwealth-MDBA MoU and the States-MDBA MoU).</p> <p>10. The States will provide the Commonwealth with a copy of the signed States-MDBA MoU, and any variations as soon as practicable after execution by all parties.</p> <p>11. This Schedule builds on the activities funded under Schedule D of the <i>Project Agreement for Stage 1 Funding for Sustainable Diversion Limits adjustments and constraints measures in the Murray-Darling Basin</i>.</p>																																				
Estimated financial contributions	<p>12. The Commonwealth will provide an estimated total financial contribution to the Parties of \$40.077 million in respect of this Schedule as shown in Table 1. All payments are GST exclusive.</p> <table><tr><td colspan="4">Table 1</td></tr><tr><td>(\$ million)</td><td>2025-26</td><td>2026-27</td><td>Total</td></tr><tr><td>Estimated total budget</td><td>10.944</td><td>29.133</td><td>40.077</td></tr><tr><td><i>Less estimated National Partnership Payments</i></td><td>4.016</td><td>11.059</td><td>15.075</td></tr><tr><td>- New South Wales</td><td>1.679</td><td>4.553</td><td>6.233</td></tr><tr><td>- Victoria</td><td>1.513</td><td>4.062</td><td>5.575</td></tr><tr><td>- South Australia</td><td>.823</td><td>2.444</td><td>3.267</td></tr><tr><td>- <i>Anticipated total Commonwealth project payments direct to MDBA on behalf of the States</i></td><td>6.928</td><td>18.073</td><td>25.002</td></tr><tr><td>Balance of non-Commonwealth contributions</td><td>0.0</td><td>0.0</td><td>0.0</td></tr></table> <p>13. Table 1 outlines the estimated National Partnership Payments to the States and the anticipated total project payments to the MDBA. The latter will be made by the Commonwealth on behalf of the States under the Memoranda of Understanding (paragraphs 9 and 16).</p>	Table 1				(\$ million)	2025-26	2026-27	Total	Estimated total budget	10.944	29.133	40.077	<i>Less estimated National Partnership Payments</i>	4.016	11.059	15.075	- New South Wales	1.679	4.553	6.233	- Victoria	1.513	4.062	5.575	- South Australia	.823	2.444	3.267	- <i>Anticipated total Commonwealth project payments direct to MDBA on behalf of the States</i>	6.928	18.073	25.002	Balance of non-Commonwealth contributions	0.0	0.0	0.0
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Milestone achievement	<p>14. In accordance with clause 22 of the Agreement, the milestones for the Schedule, the outputs produced under the milestones, relevant reporting dates and the maximum expected payments to be made to the States and the MDBA are set out in Table 2 to Table 5, and details of the technical project component outputs are set out in Table 6.</p> <p>15. The Commonwealth will make payments to the States subject to acceptance and satisfaction by the Commonwealth that milestones have been ‘met.’ States will receive payment upon fulfillment of the milestone outputs in Table 2 – Table 6.</p>																																				

	<p>16. For milestone payments to be paid to the MDBA in Tables 2 to 5, the Commonwealth will make payments to the MDBA on behalf of the States, following the receipt of a written request from the States. This will discharge the States' associated payment to the MDBA with respect to that milestone.</p> <p>17. The Commonwealth will take into account where one Basin State has completed all actions required to fulfill an outcome (or output), but another Basin State or Commonwealth entity has not fulfilled their actions required to complete the outcome or output as set out in Table 4 and Table 5.</p> <p>18. Should the actual expenditure incurred to deliver the activities in Table 2 to Table 5 be less than the Commonwealth's total financial contribution, the Parties agree that the final payment in the tables will be reduced to meet the total actual expenditure incurred on the activities.</p> <p>19. Table 2 to Table 5 represent separate project work streams. The non-completion of a milestone by its reporting date in a particular project work stream will not prevent payment being made for a completed milestone in a different project work stream. Table 6 sets out expected progress of technical component outputs by milestone.</p>
Reporting	<p>20. In addition to the reporting specified in the Agreement, the report to be provided by the States for each milestone must also include updates on resolving the issues identified in the assessment of the Enhanced Environmental Water Delivery business case for the SDLAM, and reflected in the post-Phase 2 assessment issues register that is provided with each report.</p> <p>21. The States will provide an income and expenditure report for the Project for each milestone reporting period and at the completion of the project.</p>
Governance	<p>22. The parties will invite the Commonwealth to participate as an observer in the governance arrangements.</p>
IP and data sharing	<p>23. Terms for Intellectual Property and data sharing are in Appendix 1 of this Schedule.</p>
Project Staff	<p>24. The full-time equivalent staff funded under this Schedule for the States and the MDBA for the activities in this Schedule are shown in Appendix 2.</p>

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Table 2: EEWD Stage 2 project management and project components 1 to 3: milestone outputs, reporting periods and payments

Milestone	Output	Reporting period	Report due	Payment
1	Documented project management, communication, engagement and governance for Stage 2 approved by the EEWD Steering Committee: <ul style="list-style-type: none">Completed activity descriptions of the four Stage 2 technical project components, and progress against the activity descriptionsStage 2 'way of working', including project partners roles and responsibilities, project governance structure, accountability and Terms of Reference for the Working Group and Technical Working Groups.Identification of new or emerging risks to delivery of the project and the management approach of those risks.Updated communication and engagement plan. Including key messages and approach to developing communication material.Project recruitment and procurement planning completed for Stage 2.Project monitoring and evaluation plan from Stage 1 updated, including Key Evaluation Questions for Stage 2.Milestone period expenditure report.Drafted synthesis report for Stage 1B outcomes.	1 Apr 2025 – 30 June 2025	30 Sept 2025	NSW \$547,662 Vic \$1,161,474 SA \$823,251 MDBA \$6,928,156
2	Documented evidence of: <ul style="list-style-type: none">Effective and efficient project management, risks management, communication, engagement and project governance.First Nations engagement summary to guide EEWD project direction and next steps.Progress of the project technical components as per Table 6.Milestone period expenditure report.	1 July 2025 – 30 June 2026	30 Sept 2026	NSW \$2,401,057 Vic \$2,911,978 SA \$2,028,606 MDBA \$14,995,877
3	Documented evidence of: <ul style="list-style-type: none">Effective and efficient project management, risks management, communication, engagement and project governanceFirst Nations activities completed.Progress of the project technical components as per Table 6.Milestone period expenditure report.	1 July 2026 – 31 Dec 2026	31 Jan 2027	NSW \$150,638 Vic \$452,945 SA \$291,186 MDBA \$2,228,403
4	Documented evidence of: <ul style="list-style-type: none">Evaluation of how the project has delivered against the Stage 2 Implementation Plan, activity descriptions and notified outcomes, including performance against key performance indicators in the Stage 2 Monitoring and Evaluation Plan.	1 Jan 2027 – 31 March 2027	30 April 2027	NSW \$243,881 Vic \$109,086 SA \$63,919 MDBA \$489,162

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	<ul style="list-style-type: none"> Stage 2 Synthesis report real life example of how the EEWD tools are being use in the 2027-28 water year Summary of stakeholder engagement during the project. Whole of project expenditure report. 			
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Table 3 – Confidence to deliver overbank flows (component 4): Performance requirements, reporting and payment summary

Milestone	Output	Reporting period	Report due	Payment
1	Documentary evidence of the drafted: <ul style="list-style-type: none"> Set of common outcomes for proposed legislative changes. Identified options for proposed changes to operational water management legislation for the River Murray system. 	1 April 2025 – 30 June 2026	30 Sept 2026	NSW \$40,000 VIC \$40,000 SA \$40,000 MDBA \$340,000
2	Documentary evidence of the agreed: <ul style="list-style-type: none"> Common outcomes for proposed legislative changes. Draft set of proposed changes to operational water management legislation for the River Murray system. 	1 July 2026 – 31 Dec 2026	31 Jan 2027	NSW \$20,000 VIC \$20,000 SA \$20,000 MDBA \$20,000

Table 4: New South Wales – Murrumbidgee operational model: Performance requirements, reporting and payment summary

Milestone	Output	Reporting period	Report due	Payment
1	Operational model for the Murrumbidgee (40% payment). Documented evidence of the following: <ul style="list-style-type: none"> 7-day forecasting capability for storage operations (20%) 30-day forecasting capability for river operations (10%) 12-month forecasting capability for operational planning (30%) Modelling system and tools (20%) 	1 April 2025 – 30 June 2025	30 Sept 2025	NSW \$1,131,713
2	Operational model for the Murrumbidgee (50% payment). Documented evidence of the following: <ul style="list-style-type: none"> 7-day forecasting capability for storage operations (80%) 30-day forecasting capability for river operations (60%) 12-month forecasting capability for operational planning (60%) Modelling system and tools (60%) 	1 July 2025 – 30 June 2026	30 Sept 2026	NSW \$1,414,642
3	Operational model for the Murrumbidgee (10% payment). Documented evidence of the following:	1 July 2026 – 31 Dec 2026	31 Jan 2027	NSW \$282,928

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	<ul style="list-style-type: none">• 7-day forecasting capability for storage operations (100%)• 30-day forecasting capability for river operations (100%)• 12-month forecasting capability for operational planning (100%)• Modelling system and tools (100%)• Final report			
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Table 5: Victoria – Goulburn operational model: Performance requirements, reporting and payment summary

Milestone	Output	Reporting period	Report due	Payment
1	<ul style="list-style-type: none">• Draft proposal with specifications for Goulburn operational model build/update• Draft proposal with specifications for decision support tool update	1 Jan 2025 – 30 June 2025	30 Sept 2025	VIC \$352,000
2	<ul style="list-style-type: none">• Operational model updated to determined specifications• GB CMA DST updated to determined specifications	1 July 2025 – 30 June 2026	30 Sept 2026	VIC \$484,000
3	<ul style="list-style-type: none">• Report on implementation of HydroNET	1 July 2026 – 31 December 2026	31 Jan 2027	VIC \$44,000

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Table 6: Technical project component output progress at each project milestones

Project components		Milestone 1 – June 2025	Milestone 2 – June 2026	Milestone 3 – Dec 2026	Milestone 4 – 31 March 2027
1. Advanced environmental water planning	Environmental water delivery strategies	First set of Stage 2 modelled delivery strategies and options to improve coordination of environmental water. Documented format for the delivery strategy logic to be used for annual planning and coordination of environmental water in the Southern Connected Basin. PROGRESSED	Documented completion of delivery strategy modelling and engagement with project partners. Draft delivery strategy logic output to be used in annual planning and coordination of environmental water in the Southern Basin. PROGRESSED	Reporting demonstrating how the environmental water delivery strategies have been modelled, tested (virtually) and refined for real-world use through a detailed delivery logic output. BUILT & TESTED	Reporting with the user guide and associated material and artefacts for end user adoption of the environmental water delivery strategies. BUILT & TESTED & COMMISSIONED
	Virtual watering trials	Implementation plan for the virtual trials. PROGRESSED	Documented evidence of the delivery of the virtual watering trials and recommendations for project output improvements. PROGRESSED	Reporting on the outcomes of the virtual watering trials and how project outputs have been improved for end-user adoption. IMPLEMENTED & COMPLETED	N/A
	Improved environmental water planning and coordination	Documented evidence of post Stage 1B improvements to the draft trade-off framework for the Southern Connected Basin. PROGRESSED Documented evidence of the post Stage 1B improvements to the Southern Connected Basin Delivery Plan and outcomes of testing during annual planning for 2025-26.	Documented evidence of the developed draft trade-off framework for the Southern Connected Basin and end user testing under range of trade-off situations. DEVELOPED Documented evidence of the developed draft Southern Connected Basin Delivery Plan and end user testing of input into annual planning.	Reporting demonstrating the final output for the trade-off framework for the Southern Connected Basin. DEVELOPED & AGREED Reporting demonstrating the final output for the Southern Connected Basin Delivery Plan. DEVELOPED & AGREED	Reporting with user guides and associated material and artefacts for end user adoption of the trade of framework output. DEVELOPED & AGREED & COMMISSIONED Reporting with user guides and associated material and artefacts for end user adoption of the Southern Connected Delivery Plan output.

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		<p>PROGRESSED</p> <p>Plan for the change management approach to support EEWD project outputs to be adopted into coordinated environmental water management.</p> <p>PROGRESSED</p>	<p>DEVELOPED</p> <p>Documented evidence of the implementation of the change management approach for EEWD project output adoption into coordinated environmental water management.</p> <p>DEVELOPED</p>	<p>Reporting demonstrating how EEWD project outputs will be embedded into annual and multi-year planning / delivery processes.</p> <p>DEVELOPED w/ TRIALLING COMMENCED</p>	<p>DEVELOPED & AGREED & COMMISSIONED</p> <p>Reporting that describes how EEWD outputs will embed into annual and multi-year planning and delivery processes for coordinated environmental water management.</p> <p>DEVELOPED & COMMISSIONED</p>
2. Improved real-time decision making	Environmental watering decision support tools	<p>Documented evidence of the procurement of a supplier and start of work to deliver the Scenario Testing Tool and dashboard (work package & stakeholder engagement approach).</p> <p>PROGRESSED</p>	<p>Documented evidence of the Scenario Testing Tool and dashboard being built with a sufficient level of detail to describe technical specifications and to user acceptance testing.</p> <p>BUILT</p>	<p>Reporting with evidence of the testing of the Scenario Testing Tool and dashboard, formal user acceptance testing and final product manual.</p> <p>BUILT & TESTED</p>	<p>Reporting with user guides and associated material and artefacts for the hand-over of the environmental water decision support tools to end users.</p> <p>BUILT & TESTED & COMMISSIONED</p>
		<p>Documented evidence of how the environmental water requirement tool will be used and integrated with the Scenario Testing Tool and dashboard.</p> <p>PROGRESSED</p>	<p>Evidence of building to be included in the Scenario Testing Tool output.</p> <p>BUILT</p>	<p>Evidence of building and testing to be included in the Scenario Testing Tool output.</p> <p>BUILT & TESTED</p>	<p>Evidence of developing user guides to be included in the Scenario Testing Tool output.</p> <p>BUILT & TESTED & COMMISSIONED</p>
		<p>Documented evidence of the commencement of work to deliver the water order workflow platform and decision register, including:</p> <p>1. Final - prototype evaluation report for water order workflow and decision register tool.</p>	<p>Documented evidence of the delivery of the water order workflow platform and decision register, including:</p> <p>1. Final – procurement documents associated with water order</p>	<p>Reporting of the final water order workflow platform and decision register, including:</p> <p>1. Final – water order workflow and decision register tool with built 'Phase II' functionality.</p>	<p>Reporting with user guides and associated material and artefacts for the hand-over of the water order workflow platform and decision register to end users.</p> <p>1. Final – water order workflow and decision register tool with built 'Phase I & II' functionality, tested</p>

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	2. Final –options paper to guide preferred solution and procurement approach.	workflow and decision register tool for 'Phase I' development.	2. Final – associated material and artefacts in support of 'Phase II' development and ongoing management.	under 'virtual trials' with updates to tool and associated documents made as necessary.
	3. Draft – procurement documents associated with water order workflow and decision register tool for 'Phase I' development.	2. Final - water order workflow and decision register tool build with 'Phase I' functionality.	BUILT & TESTED Draft – investigations into opportunities and priorities for 'Phase III' water order workflow and decision register tool functionality expansion. Development of high-level business requirements, current state process mapping and role-based access matrices.	2. Final – tool is commissioned and handed over to business owners to implement as Business as Usual.
	4. Draft – associated material and artefacts in support of 'Phase I' development and ongoing management.	3. Final – associated material and artefacts in support of 'Phase I' development and ongoing management.	PROGRESSED	3. Detail design documents for 'Phase III' water order workflow and decision register tool expansion, including detailed business requirements and future state business processes
	5. Draft – detail design documents for Phase II water order workflow and decision register tool expansion.	4. Final – detail design documents for water order workflow and decision register tool 'Phase II' expansion.		BUILT & TESTED & COMMISSIONED
	PROGRESSED	5. Final – procurement documents associated with water order workflow and decision register tool for 'Phase II' expansion.		
		BUILT		
		6. Draft - water order workflow and decision register tool build with built 'Phase II' functionality.		
		7. Draft – associated material and artefacts in support of 'Phase II' development and ongoing management.		
		PROGRESSED		
Improved streamflow	Steering Committee approved proposal for the package of work to	Progress report for the delivery of the package of work.	Report to document delivery of improved streamflow forecasting	N/A

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	forecasting capability	be delivered to improve streamflow forecast capability to support EEWD decisions by the Bureau of Meteorology. PROGRESSED	BUILT	capability delivered by the Bureau of Meteorology. BUILT & INTEGRATED	
	Operational models	Steering Committee approved proposal for the package of work to be delivered for the MDBA operational model project. PROGRESSED Operational models for the Murrumbidgee & Goulburn PROGRESSED See Tables 4 & 5	Progress report for the delivery of the package of work. IMPROVED Operational models for the Murrumbidgee & Goulburn See Tables 4 & 5 BUILT	Report to document the work completed for the MDBA operational model project. IMPROVED & TESTED & COMMISSIONED Operational models for the Murrumbidgee & Goulburn See Tables 4 & 5 BUILT & TESTED	N/A
	Agreed ownership and data sharing	Agreed Steering Committee approach to addressing ownership and data sharing requirements for adoption of EEWD outputs. PROGRESSED	Paper describing the identified owners and proposed data sharing arrangements and ongoing cost / resourcing implications for adoption of EEWD project outputs DRAFTED	Documented evidence of agreed ownership and data sharing arrangements to support the EEWD project outputs. AGREED	Reporting describing the enduring / agreed ownership and data sharing arrangements for each of the EEWD project outputs, with formal arrangements in place as needed. AGREED & IMPLEMENTED
3. Improved accounting	Environmental water accounting improvements	Documented approach to deliver the improved accounting work program, including: <ul style="list-style-type: none">Improving assumed use accounting and filling gaps to be able to implement the delivery strategies.	Documented evidence of the assumed use arrangements being drafted. DRAFTED	Reporting demonstrating implementation and agreement of the environmental water accounting improvements. DRAFTED, IMPLEMENTED & AGREED	Reporting of final accounting improvements with evidence of commissioning and hand over to business owners for implementation.

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		<ul style="list-style-type: none"> • Deliver the environmental water accounting assurance framework. • Resolving issue of when unequal directed releases are possible from River Murray storages. • Implementing the re-timing of environmental water return flows in Lake Victoria arrangements. <p>Draft data mapping of 'current state' environmental water use data systems.</p> <p>PROGRESSSED</p>	<p>Accounting assurance framework drafted and integrated into e-water management</p> <p>DRAFTED</p> <p>Agreement for approach to manage unequal directed releases from River Murray storages.</p> <p>AGREED</p> <p>Progress changes to environmental water use data systems including final data mapping of 'current state' and 'future state' changes.</p> <p>PROGRESSSED</p>	<p>Reporting on the built and tested improved environmental water use data systems.</p> <p>BUILT & TESTED</p>	
4. Confidence to deliver overbank flows	Statement of common outcomes	See Table 3			
	Draft set of proposed changes				

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

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



The Honourable Tanya Plibersek MP
Minister for the Environment and Water

[Day] [Month] [Year]

20 2 25

*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 Honourable Rose Jackson, MLC
Minister for Water

[Day] [Month] [Year]

The Honourable Gayle Tierney MLC
Minister for Water

[Day] [Month] [Year]

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



The Honourable Dr Susan Close MP
Minister for Climate, Environment and Water

[Day] [Month] [Year]

14 / 3 / 25

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

Signed for and on behalf of the Commonwealth
of Australia by



The Honourable Tanya Plibersek MP
Minister for the Environment and Water

[Day] [Month] [Year]

20 2 25

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



The Honourable Rose Jackson, MLC
Minister for Water

[Day] [Month] [Year]

28.2.25

Signed for and on behalf of the
State of Victoria by

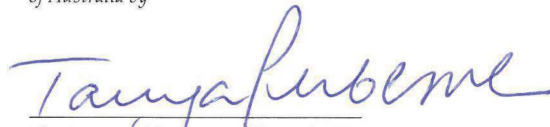
The Honourable Gayle Tierney MLC
Minister for Water

[Day] [Month] [Year]

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

Signed for and on behalf of the Commonwealth
of Australia by



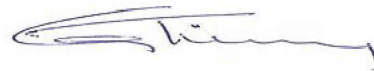
The Honourable Tanya Plibersek MP
Minister for the Environment and Water

[Day] [Month] [Year]

20 2 25

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 Honourable Rose Jackson, MLC
Minister for Water

[Day] [Month] [Year]

The Honourable Gayle Tierney MLC
Minister for Water

[Day] [Month] [Year]

09/05/2025

APPENDIX 1

Intellectual Property and Data Sharing Arrangements

1. For the purposes of this Schedule:
 - i. 'Agreement Material' means any material, works or Data (including Intellectual Property Rights) created by or on behalf of the MDBA in accordance with the States-MDBA MOU.
 - ii. 'Background Material' means material, works or Data (including Intellectual Property Rights) that a State or the Commonwealth makes available under the States-MDBA MOU and includes improvements to any Background Material comprising planning models irrespective of whether such improvements were made independently of the EEWD Project or not. The Commonwealth and each State retains ownership of its Background Material provided under the States-MDBA MOU.
 - iii. 'Intellectual Property Rights' means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are registered or capable of being registered.
 - iv. 'Data' means all data, information, text, drawings, statistics, analysis and other materials embodied in any form which is:
 - a. supplied by or on behalf of a party in connection with this Schedule ('Input Data'); or
 - b. generated, placed, stored, processed, retrieved, printed, accessed or produced utilising the Input Data or the Agreement Materials.
2. The Intellectual Property Rights in the Agreement Material will vest with the States.
3. The States grant to the Commonwealth a permanent, non-exclusive, irrevocable, royalty- free licence (including the right to sublicense) to use, reproduce, modify and communicate the Agreement Material for the purpose of Stage 2 of the EEWD Project. Any sublicense granted must be on the same terms and conditions of this licence.
4. Clause 2 does not affect the Intellectual Property Rights in any existing Background Material.
5. Each State grants the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including the right to sublicense) to use, reproduce, modify and communicate its Background Material, for the purpose of Stage 2 of the EEWD Project and for no other purpose, without the relevant State's prior

written approval. Any sublicense granted must be on the same terms and conditions of this licence.

6. The Commonwealth grants to each of the States a permanent, non-exclusive, irrevocable, royalty-free licence (including the right to sublicense) to use, reproduce, modify and communicate its Background Material for the purpose of Stage 2 of the EEWD Project, and for no other purposes without the Commonwealth's prior written approval. Any sublicense granted must be on the same terms and conditions of this licence.
7. Each party will provide or procure in another party's favour appropriate written consents and assignments (including by entering agreements with third parties), which:
 - a) but for the consent would be an infringement of a person's moral rights; and
 - b) are reasonably necessary for the other party to obtain the full benefit of its rights as set out in clauses 3 (Agreement Material), 5 and 6 (Background Material).
8. The States agree that during Stage 2 they will determine appropriate arrangements for the ownership, licencing, sharing and use of Intellectual Property Rights in Agreement Material that may be necessary for the ongoing operation, maintenance and use of the outcomes and products of the EEWD Project beyond Stage 2. In determining appropriate arrangements for the ownership, licencing, sharing and use of Intellectual Property rights in Agreement Material, including data sharing arrangements, the States will consider:
 - a. linkages between Background Material and Agreement Material for the purposes of supporting enduring project outcomes.
 - b. the assessment of potential use risks.
 - c. the assessment of the functionality and capability of the Agreement Material following design and any further development of the same including resourcing and costs.
9. The parties acknowledge that:
 - a. the States will each continue to develop, modify and enhance their respective Background Material independently of the EEWD Project.
 - b. continued cooperation, and advice and input from the State that provided the Background Material serves to maintain, realise and enhance its value, including its use by third parties and for purposes other than Stage 2; and

- c. this includes quality-assurance, consistency, currency, interpretation, appropriate application, and helping to ensure objectives are informed by the best available information.
- 10. A party may request approval under clause 5 or 6 in writing from the party that owns the Background Material. The party that owns the Background Material will consider the request in good faith, including appropriate terms for making the Background Material available.
- 11. The parties may also enter into separate arrangements for appropriate terms for accessing, using and handling Background Material, and other Intellectual Property Rights and material, which they will negotiate in good faith.
- 12. Each party commits to engaging in good faith regarding another party's proposal to use the Agreement Materials for a purpose other than Stage 2 of the EEWD Project, provided that the proposal is made when the capabilities and requirements of the tools and systems envisaged by the EEWD Project are sufficiently developed.

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APPENDIX 2

STAFF FOR EEWD STAGE 2 ACTIVITIES

Indicative Full Time Equivalent Staff for the States and the MDBA funded under this Schedule

STAGE 2 – Indicative STAFFING											
Agency	Project management & coordination	Comms & engagement	Advanced environmental water planning			Improved real time decision making			Improved accounting	Enabling overbank flows	STAFFING TOTAL
			Delivery Strategies	Modelling	Improved existing water planning & coordination	Decision support tools	Operational models	Streamflow forecasting			
Commonwealth (MDBA, CEWO, BOM)	4.5	2.5	3.5	4	1	3.75	1	4	2.25	2	28.5
New South Wales	1.25	0.5	0.75	1.5	0.2	0.75	3.5	0	0.25	0.25	8.95
Victoria	1	0.5	1.25	1	0.2	1.05	1.8	0	0.65	0.25	7.7
South Australia	1	0.5	1	0.75	0.2	1	0	0	0.5	0.5	5.45
TOTAL	7.75	4	6.5	7.25	1.6	6.55	6.3	4	3.65	3	50.6