



Australian Government
Department of the Environment

DEED OF VARIATION

Deed of Variation in relation to
Transitional and Financial Agreement

Commonwealth of Australia (**Commonwealth**)

State of Tasmania (**State**).



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Details

Parties

1. Commonwealth of Australia (**Commonwealth**).
2. State of Tasmania (**State**).

Recitals

- A. The Commonwealth and the State are parties to a Transitional and Financial Agreement for the implementation of Caring for our Country dated 1 July 2008 (**Original Agreement**).
- B. The parties varied the Original Agreement on 30 June 2009 (**First Variation**).
- C. The parties varied the Original Agreement (as varied by the First Variation) on 22 July 2010 (**Second Variation**).
- D. The parties varied the Original Agreement (as varied by the First and Second Variations) on 15 May 2014 (**Third Variation**).
- E. The Commonwealth and the State have agreed to amend the terms of the Original Agreement referred to in Recital A, as amended by the First, Second and Third Variations (together the **Agreement**) in accordance with this deed.

Agreed terms

1. Defined terms and interpretation

1.1 Defined terms

In this deed, except where the context otherwise requires, defined terms have the same meaning as given to them in the Agreement.

1.2 Interpretation

In this deed, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or attachment is to a clause or paragraph of, or schedule or attachment to, this deed, and a reference to this deed includes any schedule or attachment;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to AUD, A\$, \$A, dollar or \$ is to Australian currency;
- (f) a reference to time is to the local time in Canberra, Australia;
- (g) a reference to a party is to a party to this deed, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) headings are for ease of reference only and do not affect interpretation;
- (j) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (k) a word or expression defined in the *Corporations Act 2001* (Cth) has the meaning given to it in the *Corporations Act 2001* (Cth);
- (l) the meaning of general words is not limited by specific examples introduced by **including**, **for example** or similar expressions;
- (m) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (n) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally; and
- (o) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this deed or any part of it.

2. Variation to Agreement

With effect from the date of this deed, the Agreement is varied by adding the Schedule at Attachment A.

3. Continued force and effect of Agreement

The Agreement continues in full force and effect, as amended by this deed.

4. Miscellaneous

4.1 Counterparts

This deed may be executed in counterparts. All executed counterparts constitute one document.

Execution page

Executed as a deed

SIGNED SEALED AND DELIVERED for
and on behalf of the **Commonwealth of
Australia** by a duly authorised
representative

James Barker
Name of authorised representative (print)

s22
Signature of authorised representative

9 / 10 / 2015
Date

s22
Name of witness (print)

s22
Signature of witness

9/10/2015
Date

SIGNED SEALED AND DELIVERED for
and on behalf of the **State of Tasmania**
by a duly authorised representative

s22
Name of authorised representative (print)

s22
Signature of authorised representative

30 / 9 / 15
Date

s22
Name of witness (print)

s22
Signature of witness

30/9/15
Date

ATTACHMENT A

Project Schedule

Save the Orange-bellied Parrot Programme:
Implementation of Critical Recovery Actions in
Tasmania

Project Schedule

Project Title: Save the Orange-bellied Parrot Program: Implementation of Critical Recovery Actions in Tasmania

Background

- A. The Project will contribute to the outcomes of the National Landcare Programme under Strategic Objective 4 – Communities are protecting species and natural assets.
- B. The funding for this Project will be provided from unallocated funds held in the Tasmanian Single Holding Account.

1 Interpretation

- 1.1 In this Project Schedule, except where the contrary intention is expressed, the following definitions are used:

Project MERI Plan	is the plan detailing how the Proponent will conduct and complete the Project, including timeframes for completion of various stages of the Project as amended from time to time in accordance with clause 6 of this Schedule.
Project Budget	is the budget specified in the Project MERI Plan detailing how the Proponent will spend the Funds for the purpose of conducting the Project and otherwise performing its obligations under this Project Schedule, as amended from time to time in accordance with clause 7.

2 Proponent Details

Item	Description	Details
2.1	Commonwealth Department Details	Commonwealth of Australia as represented by the Department of the Environment (the Department) ABN 34 190 894 983
2.2	Commonwealth Department Representative	Director, Victoria and Tasmania Section Email: s22 Address: GPO Box 787 Canberra , ACT 2601 Telephone: s22

Item	Description	Details
2.3	Proponent details	Department of Primary Industries, Parks, Water and Environment ABN: 58 259 330 901
2.4	Proponent Representative	General Manager, Resource Management and Conservation Division Email: s22 Address: GPO Box 44 Hobart, TAS 7001 Telephone: s22
2.5	GST	The Proponent is a Government Related Entity. The Proponent is registered for GST.
2.6	Insurance	As at the Commencement Date (being the date referred to in Item 1 of the Milestone Schedule – see clause 5): (a) to the extent required by Law, workers' compensation insurance in respect of the Proponent's liability for any loss or claim by a person employed or otherwise engaged, or deemed to be employed or otherwise engaged, by the Proponent in connection with the Project; and (b) public liability insurance covering legal liability (including liability assumed under contract) for loss or damage to property or injury or death to persons arising out of or in connection with carrying out the Project for an insured amount of \$10 million per occurrence and not less than \$20 million in aggregate.

3 Project Details

Item	Description	Details
3.1	Project title	Save the Orange-bellied Parrot Program: Implementation of Critical Recovery Actions in Tasmania
3.2	Project ID	A0000011834G
3.3	Project description	<p>The “critically endangered” Orange-bellied Parrot (OBP: <i>Neophema chrysogaster</i>) is the world’s most endangered parrot species and Australia’s most endangered bird species, surviving only as a tiny, single population. The Orange-bellied Parrot breeds only at Melaleuca in the southwest Tasmanian Wilderness World Heritage Area (TWWHA) in summer (October-April) and migrates to south-east Australia coastal regions in winter. There are fewer than 70 birds remaining in the wild population. As a part of the recovery plan, there is an actively managed captive insurance breeding population of ca. 330 birds, of which 130 are housed at the DPIPWE Tasmanian captive wildlife breeding facility.</p> <p>Augmenting the captive breeding program in parallel with active management in the wild at the single breeding site is urgently required to assist the survival of the species in the wild. This will be achieved by bolstering the wild population via translocating appropriate numbers of captive-bred birds into the wild over three consecutive years as a part of an ongoing translocation program, providing specifically designed artificial nest boxes, and appropriately managing disease and other threats in the wild. Ongoing monitoring (through direct observation and remote cameras at breeding and feeding sites) will provide the ability to gauge the success of the management actions and provide accurate information on the status and trends of Orange-bellied Parrots in the wild.</p> <p>Importantly, components of this Project will also receive significant support from community volunteers through strong alliances with <i>Wildcare Inc.</i> Significant work in recent years has provided expertise in effective captive husbandry, wild bird management strategies and translocation.</p>
3.4	Project period	The Project Period commences on the Commencement Date and ends no later than 30 June 2017.

Item	Description	Details
3.5	Project Outcomes	<p>A significant increase in the wild population of Orange-bellied Parrots as a result of enhanced breeding opportunities, productivity and translocations (and subsequent breeding) of captive-bred birds into the wild population by way of:</p> <ol style="list-style-type: none"> 1) supporting ongoing monitoring and implementation of management actions at the breeding site; 2) supporting the captive breeding program so that ongoing translocations of captive-bred birds into the wild can be sustained; 3) the provision of specifically designed nest boxes that would be trialled for use in the wild; 4) increased breeding success through reduced predation and competition; 5) potentially increased understanding of Orange-bellied Parrot breeding requirements following the trial of transponders as a monitoring tool; 6) increased survival of captive-bred birds that are released at the site due to the increased aviary capacity; and 7) increased understanding of the role of beak and feather disease in population recovery. <p>Detailed information is to be specified in the Project MERI Plan.</p>
3.6	Project Activities	The Project Activities are the activities specified in the Project MERI Plan.

4 Annual Allocation of Funds

- 4.1 The maximum amount of funds for this Project is \$525,000 (GST exclusive).
- 4.2 The parties acknowledge that the Funds referred to in clause 4.1 have already been paid by the Commonwealth into the Tasmanian Single Holding Account.
- 4.3 The Commonwealth will authorise the release of Funds from the Tasmanian Single Holding Account to the Proponent, on completion of the relevant Milestones (set out in the **Milestone Schedule** – see clause 5) to its satisfaction.

Item		2015-16	2016-17	Instalment amount (excluding GST)
4.1	Total Project funding	\$350,000	\$175,000	\$525,000

5 Milestones, Funding and Payment

The Milestones for this Project are set out in the table below.

No.	Milestone	Milestone date (must be completed on or before this date)	Instalment amount (excluding GST)
2015-16 Financial Year - \$350,000			
1	Signing of the Deed of Variation by the Department	Commencement Date <i>30 October</i> s22	\$70,000
2	Delivery of draft Project MERI Plan and Project Budget to the Department	25 September 2015	Not applicable
3	Approval of Project MERI Plan and Project Budget by the Department	29 September 2015	\$140,000
4	Delivery of the mid-year progress report for the 2015 -16 financial year to the Department as specified in clause 9	1 February 2016	Not applicable
5	Acceptance of the mid-year progress report for the 2015-16 financial year by the Department	15 February 2016	\$140,000
2016-17 Financial Year - \$175,000			
6	Delivery of the end-of-year progress report for the 2015-16 financial year to the Department as specified in clause 9	1 August 2016	Not applicable
7	Acceptance of the end-of-year progress report for the 2015-16 financial year by the Department	15 August 2016	\$35,000
8	Delivery of the financial report for the 2015-16 financial year to the Department as specified in clause 10	1 September 2016	Not applicable
9	Acceptance of the financial report for the 2015-16 financial year by the Department	15 September 2016	\$70,000
10	Delivery of the mid-year progress report for the 2016-17 financial year to the Department clause 9	1 February 2017	Not applicable
11	Acceptance of the mid-year progress report for the 2016-17 financial year by the Department	15 February 2017	\$70,000

No.	Milestone	Milestone date (must be completed on or before this date)	Instalment amount (excluding GST)
12	Delivery of final report and financial report to the Department clause 9.2	28 August 2017	Not applicable
TOTAL (GST exclusive)			\$525,000

6 MERI Plan

- 6.1 Within the relevant timeframe specified in the Milestone Schedule, the Proponent must submit a draft Project MERI Plan for the Department's approval. The draft Project MERI Plan must be completed using the applicable template provided by the Department.
- 6.2 Unless the Proponent is otherwise notified by the Department, the Department will reject or approve the draft Project MERI Plan within the timeframe specified in the Milestone Schedule. Where the draft Project MERI Plan is rejected, the Proponent must continue to submit a draft Project MERI Plan, including any necessary amendments until the Department approves a draft Project MERI Plan.
- 6.3 Once a draft Project MERI Plan is approved by the Department, it will become the final Project MERI Plan. The Proponent must perform the Project in accordance with the final Project MERI Plan, unless otherwise agreed by the Department in writing.
- 6.4 The Project MERI Plan must be reviewed as part of the end-of-year progress reports and updated to outline the Project Activities to be undertaken in the following 12 to 18 month period. Planned Project Activities must not be commenced until the Department has approved the updated Project MERI Plan in accordance with the process set out in this clause 6.

7 Project Budget

- 7.1 Within the relevant timeframe specified in the Milestone Schedule, the Proponent must submit a draft Project Budget for the Department's approval.
- 7.2 Unless the Proponent is otherwise notified by the Department, the Department will reject or approve the draft Project Budget within the timeframe specified in the Milestone Schedule. Where the draft Project Budget is rejected, the Proponent must continue to submit a draft Project Budget, including any necessary amendments until the Department approves a draft Project Budget.
- 7.3 Subject to clause 7.4, the Proponent must perform the Project and only spend the Funds in accordance with the Project Budget, unless approved in writing by the Department.
- 7.4 The Proponent may transfer the Funds between categories of expenditure items within the Project Budget, without the consent of the Department, provided that such transfer does not exceed:
- (a) 10 per cent of the relevant expenditure item specified in the Project Budget for a financial year from which the amount of Funds is being transferred; or

(b) \$50,000, if the amount in clause 7.4(a) is greater than \$50,000.

7.5 For the avoidance of doubt, the Department's approval of the Project Budget or any amendment to the Project Budget does not in any way limit the Proponent's obligations under this Project Schedule.

8 Required reports

8.1 The Recipient must provide the following reports substantially in the form of any relevant template(s) provided by the Department:

- (a) progress reports and a final report, as specified in clause 9; and
- (b) financial reports, as specified in clause 10.

9 Progress reports and final report

9.1 The Recipient must provide the Department with progress reports during the Project Period:

- (a) within the relevant timeframe specified in the Milestone Schedule;
- (c) each reporting on a six-month period that does not overlap with the reporting period of another progress report; and
- (d) that include, but need not be limited to, the following information:
 - (i) details of work undertaken and tasks (including Milestones) completed and the amount of Funds expended;
 - (ii) details of progress against the Project MERI Plan;
 - (iii) a discussion and statement as to whether the timeframes and Milestones for the Project during the reporting period are being met and an explanation of any delays that have occurred, including the reasons for those delays and the action the Recipient proposes to take to address the delay and the expected effects (if any) the delay will have on the Project (including subsequent Milestones and the overall completion of the Project);
 - (iv) a statement as to whether the Project is proceeding within the Project Budget, and if it is not, an explanation of why the Project Budget is not being met and the action the Recipient proposes to take to address this;
 - (v) any other information requested by the Department from time to time.

9.2 The Recipient must provide the Department with a final report within the relevant timeframe specified in the Milestone Schedule that includes, but need not be limited to, the following information:

- (a) a description of the Recipient's activities since the end of the reporting period for the latest progress report;
- (b) a summary of all of the Recipient's activities during the entire Project Period;
- (c) a summary of the Recipient's performance against the Project MERI Plan;
- (d) details of the operation, mechanisms and processes employed by the Recipient to conduct the Project;

- (e) a discussion of the benefits and outcomes of the Project as a whole; and
- (f) an evaluation of the Project against the Project Outcomes and Project Activities, including a discussion of how successful the Project was in achieving the Programme Outcomes.

10 Financial reports

10.1 Preparation of financial reports requires the Recipient to engage, at its cost, a Qualified Accountant to Audit the Financial Information of the Recipient and to prepare an Auditor's Report.

10.2 Unless otherwise explicitly approved by the Department in writing and within the relevant timeframe specified in the Milestone Schedule, the Recipient must provide to the Department:

- (a) the Financial Information;
- (b) a certificate signed by a representative of the Recipient with the authority to make representations on behalf of the Recipient stating whether:
 - (i) the Funds have been used for the purpose for which they were provided; and
 - (ii) all terms and conditions of the Agreement were complied with;
- (c) a report on the amounts of Project Generated Income earned, the uses made of these, and any remaining amounts of Project Generated Income for the relevant financial year; and
- (d) the Auditor's Report on the Financial Information.

CARING FOR OUR COUNTRY INTERIM AGREEMENT

Transitional and Financial Agreement between the Australian Government and the State of Tasmania for Implementation of Caring for Our Country

This Agreement is made on the First day of July 2008 between the Commonwealth of Australia ('the Commonwealth') and the State of Tasmania ('the State') pursuant to clause 19(2) of the *Natural Heritage Trust of Australia Act 1997* and Section 5 of the *Natural Resource Management (Financial Assistance) Act 1992*.

PREAMBLE

- A. In March 2008, the Commonwealth announced Caring for our Country as an ongoing and integrated program, bringing together the delivery of the Natural Heritage Trust, National Landcare Program, Environmental Stewardship and Working on Country Programs.
- B. The goal of Caring for our Country announced by the Commonwealth is 'an environment that is healthy, better protected, well managed, and resilient and provides essential ecosystem services in a changing climate'.
- C. The Commonwealth announced that Caring for our Country will have six National Priority Areas for Investment:
 - a. **a national reserve system**, including an enhanced National Reserve System and implementing the 2007 election commitment for *Indigenous Protected Areas*;
 - b. **biodiversity and natural icons**, including world heritage, biodiversity protection (including threatened species and communities, feral animals and weeds), environmental stewardship and implementing election commitments for the *Tasmanian Devil* and *Cane Toads*;
 - c. **coastal environments and critical aquatic habitats**, including implementing the election commitments for the *Reef Rescue*, *Coast Care*, *Gippsland Lakes* and *Tuggerah Lakes*;
 - d. **sustainable farm practices**, including Landcare and land management change;
 - e. natural resource management in **remote and northern Australia**; and
 - f. **community skills, knowledge and engagement**, including NRM facilitators and implementing election commitments for an *Indigenous Emissions Trading Scheme* and *Indigenous Rangers*.
- D. The Commonwealth announced that it would allocate \$2.25 billion in funding for the first five years of Caring for our Country, over \$700 million of which will be allocated to the regional delivery of Caring for our Country throughout Australia.
- E. As a result of these announcements the Parties have agreed to enter into this Agreement for the delivery of Caring for our Country.
- F. In entering this Agreement, the Commonwealth and the State recognise that they have a mutual interest to improve the condition of Australia's natural resources.
- G. The Parties acknowledge that the following principles will guide the working relationship under Caring for our Country:
 - a. mutual benefit;
 - b. administrative simplicity and efficiency; and
 - c. maintenance of effort.

H. The Parties further acknowledge that:

- a. this Agreement is closely linked to the work the State is also doing in the area of improving Tasmania's natural resources; and
- b. the State has priority areas of investment which may differ from the national priority areas of Caring for our Country.

I. The Parties acknowledge that Caring for our Country will take an integrated approach to other related programs and the Parties agree to communicate and work together where opportunities exist to ensure that investment Activities complement each other, avoiding duplication and achieving greater investment outcomes.

PART 1: INTRODUCTION

1. PURPOSE

- 1.1 The primary purpose of this Agreement is to establish terms and conditions for the delivery of Caring for our Country funds to Regional NRM bodies and Tasmanian agencies for the 2008-09 transitional year.

2. TERM OF THIS AGREEMENT

- 2.1 This Agreement will commence on 1 July 2008 and will continue in force until such date as the Parties agree in writing the Agreement shall end unless terminated earlier in accordance with clause 20.13.
- 2.2 Upon signing of this Agreement by all Parties this Agreement will be a public document and will be placed on the relevant Commonwealth and State websites.
- 2.3 The Parties acknowledge that during the term of this Agreement, the Parties will work together to finalise a comprehensive Caring for our Country Bilateral Agreement to replace this Agreement.

3. REPRESENTATION

- 3.1 The Commonwealth shall be represented for the purposes of this Agreement by the Hon. Peter Garrett, Minister for the Environment, Heritage and the Arts, and the Hon. Tony Burke, Minister for Agriculture, Fisheries and Forestry.
- 3.2 The State shall be represented for the purposes of this Agreement by the Hon. David Llewellyn, Minister for Primary Industries and Water.

4. PREVIOUS NHT and NAP AGREEMENTS AND ARRANGEMENTS

- 4.1 The Parties acknowledge that there remain outstanding obligations under Financial Agreements entered into under the Previous Bilateral Agreements. The Parties acknowledge that those Financial Agreements and Previous Bilateral Agreements shall continue in force for the purposes of those outstanding obligations.

PART 2 - IMPLEMENTATION ARRANGEMENTS

5. GUIDING PRINCIPLES FOR IMPLEMENTATION

- 5.1 The principles guiding the Commonwealth in the development and implementation of Caring for our Country under this Agreement are:
- a) the Commonwealth will make investments against the National Priorities Areas identified in Preamble C.
 - b) the National Priority Areas for Investment will have achievable and measurable outcomes; and
 - c) accountability to the community on progress on investment outcomes will be supported by a robust monitoring and evaluation process.
- 5.2 The principles guiding all Parties under this Agreement are:
- a) continue to support regional delivery to achieve outcomes that address the decline in Australia's natural resources through targeted investment in Caring for our Country priorities;
 - b) contribute to improving accountability and reporting on outcomes for Caring for our Country expenditure;

- c) acknowledge that there may be additional investment priorities to those identified in clause 5.1 (a);
- d) work together to make strategic investment decisions and encourage complementary investments in order to optimise outcomes; and
- e) work to ensure complementary investments are made that assist in alignment of effort between Commonwealth and State priorities.

The Parties agree to use their best endeavours to operate within these principles.

6 COMMONWEALTH ARRANGEMENTS

- 6.1 The Parties acknowledge that the Commonwealth's intention is that Caring for our Country will be an integrated program, supported by:
- a) clearly defined and measurable outcomes agreed by the Prime Minister, with specific 1 – 3 year national targets;
 - b) a business approach to investments with the development of a business plan by the Commonwealth to guide investment for 2009-10 and subsequent years;
 - c) a single portal to streamline program delivery;
 - d) the implementation of the 2007 Election Commitments;
 - e) provision of the guaranteed base level funding and transitional funding as outlined in clause 10.1 by the Commonwealth for Regional NRM Bodies for the delivery of Caring for our Country national priorities;
 - f) a delivery mechanism to enable access to additional funds under Caring for our Country to any legal entity, including state and local government agencies; and
 - g) determination of the Commonwealth's regional indicative allocations for future Caring of for our Country Bilateral Agreements

7. REGIONAL ARRANGEMENTS

- 7.1 The Parties acknowledge that States and regional NRM bodies will play an essential role in assisting the Commonwealth to achieve its national priorities throughout Australia.
- 7.2 The Parties acknowledge that during the term of this Agreement the Commonwealth will provide to Regional NRM Bodies a guaranteed base-level of funding based on previous NHT and NAP allocations and transitional funds to assist regions to adapt to and implement Caring for our Country priorities.
- 7.3 The Parties acknowledge that existing Regional NRM Plans and Regional Investment Strategies for 2008 – 2009 will be used to determine investments that best complement and contribute to the Commonwealth's national priorities and program outcomes.

8. STATE ARRANGEMENTS

- 8.1 The Parties acknowledge that achievement of outcomes against national priorities under the Caring for our Country program requires continuing commitment by the State to the arrangements established under its NRM Framework and the *Natural Resource Management Act 2002*, in particular, the three NRM regional bodies established under the Act.

9. GOVERNANCE ARRANGEMENTS

- 9.1 The Parties will work together to realise the goals and commitments made in this Agreement by each Party complying with the provisions of this Agreement and fulfilling their obligations as outlined in this Agreement.

- 9.2 The Commonwealth is responsible for:
- a) providing funding under this Agreement for Caring for our Country;
 - b) making decisions on the Commonwealth's investments;
 - c) setting Caring for our Country targets and outcomes;
 - d) seeking to encourage linkages between the implementation of the Commonwealth's National Priority Areas for Investment and State priorities;
 - e) developing a single portal to streamline program delivery;
 - f) developing a business plan to guide investments; and
 - g) reporting annually on outcomes of Caring for our Country.
- 9.3 The State is responsible for:
- a) managing Funding and delivery arrangements with Regional NRM Bodies and State agencies to ensure that investments are efficiently and effectively delivered;
 - b) managing the Caring for our Country Holding Account;
 - c) ensuring that the Regional NRM Bodies maintain a high level of governance; and
 - d) providing reporting information in an agreed timeframe and format to the Commonwealth to enable the Commonwealth to report annually on the outcomes of Caring for our Country for programs funded through this Agreement.

10. FUNDING ARRANGEMENTS

- 10.1 Subject to Parliamentary appropriation, in 2008-09 the Commonwealth will provide Funding to the State consisting of:
- a) base level funding of \$3,900,000 for Regional NRM Bodies in Tasmania; and
 - b) transitional funding of \$1,930,000 for Regional NRM Bodies in Tasmania, to assist transition to Caring for our Country.

The particular Programs that the Parties have agreed will be undertaken with the Funding provided under this Agreement are specified in the Program Schedules.

- 10.2 The Commonwealth may also provide funding to the State during the term of this Agreement consisting of:
- a) Any additional funds, for which the Commonwealth will develop a delivery mechanism procedure; and
 - b) Implementation of Election Commitment funding, the amount of which is to be decided during the term of this Agreement; and
 - c) such other funds as the Commonwealth decides.

Where the Commonwealth determines that funding of the types referred to in this clause 10.2 will be provided to the State, the Parties agree that this will be provided through an exchange of letters between governments and delivered in accordance with the terms and conditions of this Agreement.

- 10.3 The Parties agree that while there is no longer a requirement to measure and insist on matching funds between Parties, the State will continue to maintain effort commensurate with past NHT agreements.
- 10.4 The Parties acknowledge that the Commonwealth's National Partnership Payments will be introduced in 2008-2009 and this Agreement may need to be reviewed and amended to meet these new requirements.

11 MONITORING AND REPORTING ARRANGEMENTS

11.1 The Parties agree that to assist the Commonwealth to monitor, evaluate and report on Caring for our Country investments, the state will ensure that the Proponent supplies data and information:

- a) to support outcome reporting, including annual reporting on Caring for our Country targets, outcomes and priorities;
- b) that provides for evaluation of Caring for our Country investments for impact, appropriateness, effectiveness, efficiency and legacy; and
- c) where relevant and available, incorporates monitoring the 'state of' and 'trend in' resource condition data generally and specifically to support the Commonwealth to report on and evaluate the outcomes of Caring for our Country.

11.2 The Parties agree that in relation to Caring for Our Country investments, unless otherwise agreed by the Parties, the State will ensure that the Proponent applies Monitoring, Evaluation, Reporting and Improvement Reporting principles to all programs, consistent with the Australian Government National Natural Resource Management Monitoring, Evaluation, Reporting and Improvement Framework.

12. COMMUNICATION AND PROMOTION

12.1 The Parties agree that acknowledgement will be given to the Commonwealth for investments made by the Commonwealth through Caring for our Country under this Agreement and any announcements or promotional activities must be consistent with the Communications Guide as set out at www.nrm.gov.au.

12.2 The Parties agree that acknowledgement will be given to the State for investments made through Caring for our Country under this Agreement where funding and in-kind contributions are provided by the State.

PART 3: FINANCIAL ARRANGEMENTS

13. PAYMENT OF COMMONWEALTH GOVERNMENT FUNDING

13.1 Unless otherwise agreed in writing by the Parties, the Commonwealth will pay Funds into the Caring for our Country Holding Account in the amounts specified in Schedules to this Agreement. The Regions and programs on which the Funds are to be expended are specified in the Schedule.

Caring for our Country Holding Account

13.2 Unless otherwise agreed in writing by the Parties, the State will use the Caring for our Country Holding Account to separately record and account for all transactions under this Agreement.

13.3 The State must ensure that the Caring for our Country Holding Account is an interest bearing account and will be responsible for the administration of funds in the Caring for our Country Holding Account in accordance with this clause 14. Any interest earned on the Caring for our Country Funds held in Caring for our Country Holding Account will be retained in the Caring for our Country Holding Account and used for approved purposes that meet the objectives of Caring for our Country in Tasmania.

Administration of the Funds from the Caring for Our Country Holding Account

13.5 The Parties agree that the Commonwealth will be responsible for:

- a) authorising the release of Caring for our Country Funds from the Caring for our Country Holding Account;

- b) reviewing six-monthly financial-milestone reports submitted by each Proponent for each Program being undertaken by that Proponent in accordance with the relevant Schedules within two weeks of receipt; and
- c) reviewing annual performance reports submitted by each Proponent in relation to each Program being undertaken by that Proponent in accordance with the relevant Schedules.

13.6 The Parties agree that the State must not pay the Caring for our Country Funds out of the Caring for our Country Holding Account unless the Commonwealth has provided the State with a written authorisation to do so.

13.7 Unless otherwise agreed in writing by the Parties, the State will be responsible for making payment of Caring for our Country Funds out of the Caring for our Country Holding Account to Proponents within 21 days of receiving the Commonwealth's written authorisation outlined in Clause 14.

13.8 Caring for our Country Funds released from the Caring for our Country Holding Account for the delivery of the Programs outlined in the Schedules to this Agreement must be paid to Proponents in accordance with signed Proponent Agreements.

13.9 Release of the Caring for our Country Funds from the Caring for our Country Holding Account for a Program may be deferred until the Milestones or other agreed actions for that Program have been completed to the satisfaction of the Commonwealth.

13.10 Any overpayments to a Proponent made by the State from the Caring for our Country Holding Account must be recovered by the State and returned to the Caring for our Country Holding Account. The returned funds may be reallocated to Alternative Programs as approved by the Commonwealth.

13.11 The Commonwealth must advise the State of any Caring for our Country Funds that a Proponent has not spent on a Program or has been misspent. The State must direct the Proponent to return Caring for our Country Funds that have not been spent on a Program, or have been misspent and deposit the returned Funds into the Caring for our Country Holding Account so that the returned Funds may be reallocated to Alternative Programs in Tasmania as approved by the Commonwealth.

14. REGIONAL DELIVERY ARRANGEMENTS

14.1 The State must, within 30 days from the date of the Agreement, or at such other time as the Parties agree, enter into Proponent Agreements with Proponents for all of the Programs outlined in the Schedules to this Agreement.

14.2 Prior to the State entering into a Proponent Agreement with a Proponent, the State must ensure that the Proponent:

- a) has the capacity to manage the Program and monitor expenditure in accordance with Australian Accounting Standards; and
- b) satisfies all of the relevant terms and conditions set out in this Agreement and any other term and conditions that may apply to the Program from time to time.

14.3 The Proponent Agreements must provide that:

- a) the Proponents will perform, or procure the performance of, all of the Programs;
- b) the Proponents will achieve, or procure the achievement of, the Milestones, the Targets and the Expected Outcomes;

- c) the State will pay the Funds allocated to a Program or Programs specified in Schedule 1 to the Proponent on the achievement of the Milestones for the Program or Programs;
- d) If the Proponent intends to engage a third party to perform the Program or Programs, and the same Proponent has previously engaged the same third party to perform an activity under NHT2, NAP or NLP, that has been completed, the third party must provide a complete acquittal of all prior funds before it receives any funds under the current Agreement; and
- e) the Proponent Agreement may be terminated by the State if this Agreement is terminated.

14.4 Where the Milestones for a Program are not specified in the Schedules, the Parties shall agree in writing on the Milestones for each such Program within 60 days of the commencement of this Agreement. Once agreed, the Milestones shall be taken to be included in the Schedules. In the event that the Parties do not agree on the Milestones for a Program, any Funds which have been paid into the Caring for our Country Holding Account for the purpose of that Program shall be retained in that Account and reallocated to Alternative Programs as approved by the Commonwealth.

14.5 The State must not enter into a Proponent Agreement in respect of a Program unless the Expected Outcomes for that Program as specified in the Schedule for that Program are reflected in the Proponent Agreement. Milestones may be included in Proponent Agreements following agreement by the Parties consistent with clause 14.4.

15. AUDITING, REPORTING AND ACQUITTAL REQUIREMENTS

15.1 The State must provide to the Commonwealth, by 30 September each year in respect of the financial year ending on the previous 30 June, a Financial Statement for the Caring for our Country Holding Account audited by an Independent Auditor. The audited Annual Financial Statement must include:

- a) all Funds received into the Caring for our Country Holding Account;
- b) all Funds paid out of the Caring for Our Country Holding Account by Proponent and Program;
- c) interest accrued in the Caring for our Country Holding Account;
- d) any monies returned or recovered from the Proponents and deposited back into the Caring for our Country Holding Account; and
- e) a certification signed by the Certifying Officer stating that, in the opinion of the Certifying Officer, the amounts shown on the statement were spent in accordance with this Agreement.

15.2 The State must ensure that the Proponent Agreements made with each Proponent includes a requirement that each Proponent must submit to the State agency, for submission to the Commonwealth, covering all Programs:

- a) an annual financial report audited by an Independent Auditor by 30 September; and
- b) six-monthly financial-milestone reports by 31 January and 31 July;
- c) an annual performance report against expected outcomes and Caring for our Country Targets and outcomes by 31 July, subject to subclause (d);
- d) a final report and acquittal for Programs which do not receive continued funding in 2009-10 within 30 days of completion of the Program. This report will replace the 31 July performance report outlined in clause 15.2(b) if the report is going to be received by the Commonwealth before 30 September.

The format of each report will be provided by the Commonwealth by 30 September 2008 and will, in relation to achievement and final reports include a requirement for monitoring and reporting as per Clause 11.

- 15.3 Proponents who are to receive ongoing funding and have failed to submit the required reports or acquittals referred to in clause 15.2, or have submitted inadequate information will not be paid any further Caring for our Country Funds by the Commonwealth until the reports or acquittals have been satisfactorily completed to the satisfaction of the Commonwealth Government.
- 15.4 The State must ensure that the Proponent Agreements made with each Proponent includes a requirement that a copy of the final report in clause 15.2(d) above for each Program is forwarded directly to the Commonwealth.

16. PROGRAM MATERIAL, ASSETS AND INTELLECTUAL PROPERTY

- 16.1 For Programs undertaken by the Proponent, the Intellectual Property in Program Material created under or in connection with this Agreement vests on its creation in the Proponent. The State will ensure that Proponents grant to the Commonwealth an irrevocable, royalty-free, world wide, non-exclusive licence (including the right to sub-licence) to use, reproduce, adapt and exploit the Program Material.
- 16.2 The State must ensure that the Commonwealth is provided with a copy of all Program Material upon request.
- 16.3 Ownership of Intellectual Property in any Pre-existing Material owned by the Commonwealth, the State, Proponent or a third party is unaffected by clause 16.1, unless otherwise agreed by the State, the Commonwealth and any relevant third party.
- 16.4 Unless otherwise agreed between the Parties, Assets required for Program implementation and acquired with Caring for our Country Funds, shall be deemed to be the property of the Proponent, provided that they are used to advance the objectives of Caring for our Country as applicable following completion of the Program. For Commonwealth monitoring purposes, the State must ensure that the Proponent maintains a register of Assets in accordance with its own accounting practices for assets acquired under this Agreement.
- 16.5 To the extent that Program Material or Pre-existing Material comprises traditional Indigenous knowledge that is culturally sensitive to Indigenous groups, the Parties agree that they will not disclose such material to persons or bodies outside the Commonwealth or the State without the agreement of the relevant Indigenous groups.

17. BOOKS AND RECORDS

- 17.1 The State must ensure, by including suitable provisions in the Proponent Agreement, that the Proponent:
- a) keeps and must require its contractors to keep adequate books and records in sufficient detail to enable the amounts of Funds payable by the State to the Proponent to be determined separately;
 - b) retains for a period of six years after termination or expiration of the Proponent Agreement books and records relating to the provision of the Funds;
 - c) allows the Commonwealth and its representatives, at reasonable times, to audit (including examine and copy) material in the possession of the Proponent which is relevant to this Agreement (including the Proponent's books and records); and
 - d) gives full and accurate answers to any questions the Commonwealth or its representatives may have concerning the books or records relating to this Agreement and provides all assistance reasonably requested by the Commonwealth in respect of any inquiry into or concerning the Proponent Agreement or the Program.

17.2 The State must:

- a) keep and require its contractors to keep adequate books and records in sufficient detail to enable amounts of Funds payable by the Commonwealth under this Agreement to be separately determined;
- b) retain for a period of six years after termination or expiration of this Agreement all books and records relating to the provision of Funds to the State;
- c) allow the Commonwealth and its representatives, at reasonable times, to audit (including examine and copy) material in the possession of the State which is relevant to a Proponent Agreement;
- d) give full and accurate answers to any questions the Commonwealth or its representatives may have concerning any books or records relating to this Agreement and provide all assistance reasonably requested by the Commonwealth in respect of any inquiry into or concerning a Proponent Agreement or this Agreement. For these purposes an inquiry includes any administrative or statutory review, audit or inquiry (whether with or external to the Commonwealth), and request for information directed to the Commonwealth, and any inquiry conducted by Parliament or a Parliamentary committee.

17.3 The Commonwealth must:

- a) give full and accurate answers to any questions the State or its representatives may have concerning any books or records relating to this Agreement and provide all reasonable assistance requested by the State in respect of any inquiry into or concerning a Proponent Agreement or this Agreement. For these purposes an inquiry includes any administrative or statutory review, audit or inquiry (whether with or external to the State), and request for information directed to the State, and any inquiry conducted by State Parliament or a State Parliamentary committee.

18. TAXES, DUTIES AND GOVERNMENT CHARGES

18.1 All taxes, duties and government charges imposed or levied in Australia or overseas, including any GST, in connection with this Agreement or a Proponent Agreement must be borne by the Tasmanian Government.

18.2 Unless otherwise indicated, all consideration for any supply made under this Agreement is exclusive of any GST imposed on the supply.

18.3 If one party (supplier) makes a taxable supply to the other party (recipient) under this Agreement the recipient on receipt of a tax invoice from the supplier must pay without setoff an additional amount to the supplier equal to the GST imposed on the supply in question.

18.4 No party may claim or retain from the other party any amount in relation to a supply made under this Agreement for which the first party can obtain an input tax credit or decreasing adjustment.

PART 4 OPERATIONAL ARRANGEMENTS

19. OPERATION OF THE AGREEMENT

19.1 During the term of this Agreement, the Parties will notify and consult each other on matters that come to their attention that may improve the operation of this Agreement.

19.2 In this Agreement, unless the contrary intention appears:

- a) reference to an individual or person includes a corporation or other legal entity or, where a person is nominated, the individual occupying that position;
- b) words in the singular number include the plural and words in the plural number include the singular;
- c) words importing a gender include any other gender;
- d) all references to clauses are clauses in this Agreement unless specified;
- e) all references to dollars are to Australian dollars and this Agreement uses Australian currency and are exclusive of GST unless otherwise stated;
- f) reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth or the State as the context requires, and if it has been or is amended, is a reference to that statute or other legislation as amended; and
- g) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning; and other words and expressions used in this Agreement will, so far as is applicable, have the meanings attributed to them by definitions in the Act.

19.3 The Schedules form part of this Agreement. If there is any inconsistency between the clauses of this Agreement and the Schedules, the following order of precedence applies:

- a) the terms and conditions contained in the clauses of this Agreement; and
- b) the Schedules.

Variation

19.4 Subject to clause 19.5, this Agreement may only be varied by agreement of both Parties in writing.

19.5 The State may, with the agreement of the Commonwealth Project Officer in writing, vary:

- a) Payment Schedules, (but not the total funding for the Programs);
- b) Milestone due dates that do not extend the final completion date of the Programs; and
- c) Milestones that do not alter the Expected Outcomes of the Programs;

Review of Program

19.6 The Commonwealth may at any time review the progress of a Program and the State shall cooperate in any such review.

19.7 Where the Commonwealth considers that the performance of a Program has not fulfilled the conditions of this Agreement, and the State cannot resolve the matter with the Proponent, and the Parties, following discussion, have not been able to renegotiate the Program so as to achieve a satisfactory result, the Program may be terminated in accordance with clause 19.8.

19.8 Subject to clause 19.7, a Program may be terminated by the Commonwealth by written notice to the State. Where the State receives such a notice it shall recover from the relevant Proponent all Funds provided to the Proponent that have not been expended by the Proponent or which the Proponent has misspent and return those Funds to the Caring for Country Holding Account.

19.9 This does not include Funds legally committed for expenditure in accordance with the Proponent Agreement before the date of the Commonwealth's notice.

19.10 Such recovered Funds along with any other Funds held in the Caring for our Country

Holding Account in respect of that Program may be reallocated to Alternative Programs as approved by the Commonwealth.

Dispute Resolution

19.11 The Parties agree that any dispute arising during the course of this Agreement is to be dealt with as follows:

- a) the Party claiming that there is a dispute will send the other written notice setting out the nature of the dispute; and
- b) the Parties will try to resolve the dispute through direct negotiation by persons who have the authority to resolve the dispute.

19.12 If the Parties representatives are unable to resolve the dispute, the Parties will refer the dispute to the Commonwealth Minister and the State Minister for resolution.

Termination

19.13 If the Commonwealth Minister and the State Minister are unable to resolve a dispute in accordance with clause 19.11, the Agreement will be terminated three (3) months after the Commonwealth or State Minister notifies the other Party's Minister of their intention to terminate.

Recovery of Unspent Funds

19.14. If the Agreement is terminated under clause 19.13, or otherwise ends, the State must actively seek to recover from Proponents any Funds that are unspent (other than Funds that have been legally committed for expenditure in accordance with a Proponent Agreement before the date of termination) or have been misspent and return those Funds, together with any other Funds remaining in the Caring for our Country Holding Account, to the Commonwealth.

Authority

19.15 Any action which under this Agreement is required or permitted to be taken by a Party, other than which is specifically required to be taken by a Minister, may be taken by an officer who is authorised for that purpose.

Compliance with laws

19.16 The Parties must, in carrying out their obligations under this Agreement, comply with the provisions of all relevant statutes, regulations, by-laws and requirements of the Commonwealth and the State.

20 NOTICES

20.1 Any notice, request or other communication to be given under this Agreement is to be in writing directed to the recipients address specified in clause 20.2.

20.2 The Parties notice details are:

The Commonwealth:

Australian Government Natural Resource Management Team
GPO Box 787
Canberra ACT 2601

The State

Department of Primary Industries and Water
GPO Box 44
Hobart TAS 7001

21 INTERPRETATION

21.2 In this Agreement, the following definitions apply unless a contrary intention appears within this Agreement.


Agreement	means this Agreement and includes any Program Schedules and/or Attachments to this Agreement;
Alternative Programs	means alternative Programs approved in writing by the Commonwealth;
Certifying Officer	means the certifying officer (senior executive or general manager) of the Department on Primary Industries and Water
Commencement Date	means 1 July 2008;
Culturally Sensitive	means any traditional or cultural issue which in accordance with traditional laws and customs, including as advised by Aboriginal and Torres Strait Islander people, is considered to be sensitive, or of a secret or sacred nature;
Expected Outcomes	means the outcomes that a Program is expected to achieve and are specified for each Program in the Schedules for that Program;
Financial Agreement	means an agreement entered between the Commonwealth and Tasmania under the previous NHT2 and NAP Bilateral Agreements;
Funding or Funds	means the amount or amounts payable or paid under this Agreement by the Commonwealth for Caring for our Country Programs;
GST	has the meaning as given in clause 195-1 of the GST Act;
GST Act	means the A New Tax System (Goods and Services Tax) Act 1999 (Cth);
Caring for Country Holding Account	means the account established by the Tasmania for the delivery of Caring for our Country referred to in clause 13;
Commonwealth Project Officer	Means a Commonwealth Government State Team Director or Delegate
Independent Auditor	means a person who is a member of the Institute of Chartered Accountants in Australia, the National Institute of Accountants, or the Australian Society of Certified Practising Accountant, or who is registered as an auditor pursuant to the Corporations Law or under a corresponding law of a State or Territory
Intellectual Property	includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, as well as traditional Indigenous knowledge but does not include moral rights;

Investment	means a payment of Caring for our Country Funding, Approved Funding and/or any In-kind contributions directed at achieving Caring for our Country outcomes under this Agreement;
Local Government	means legally constituted Councils, Shires, Municipalities or other local authorities established under State legislation, including the State Government (under a two-tier government arrangement). This definition includes Deed of Government in trust bodies which are Aboriginal and Torres Strait Islander-run local governments;
Material	includes documents, equipment, software, goods, information and data stored by any means;
Milestones	Means the milestones for each Program specified in the Schedule for that Program or agreed in accordance with the procedure in clause 14;
NAP	means the National Action Plan for Salinity and Water Quality adopted by Commonwealth, State/Territory Governments between 2002 – 2008 to address salinity and improve water quality in priority areas;
NHT2	means the second phase of the Natural Heritage Trust (funding period 2002-03 to 2007-08);
NRM	means natural resource management, which includes any activity relating to the management of the use, development or conservation of one or more of the following natural resources: soil, water, vegetation, biodiversity or any other natural resource, including coastal and marine areas and World Heritage, Ramsar Wetlands and the natural values of nationally listed heritage places;
NRM Facilitators	means Australian Government NRM Facilitators and Indigenous Land Management Facilitators funded under Caring for our Country;
NRM Region	means the geographic regions for which NRM planning will be undertaken, and will include the coastal waters of the Tasmania and the sea-bed and subsoil beneath, and the airspace above;
Party or Parties	means the Commonwealth and the Tasmania who are signatories to this Agreement;
Previous Bilateral Agreements	refers to the Bilateral Agreements made between the Parties for the purposes of: the delivery of the second phase of the Natural Heritage Trust (known as the NHT Extension) on [insert date] (NHT2 Bilateral Agreement); and the delivery of the National Action Plan for Salinity and Water Quality (NAP) on [insert date] (NAP Bilateral Agreement);
Programs	means project or activity, or set of activities, listed in the Schedules to this Agreement;
Program Material	means all Material created as part of or in performance of a Program, and includes new, enhanced or derived data;
Proponent	means the State agency and/or the regional NRM body, responsible for a Program;

Proponent Agreement	means the agreement between the Tasmanian Government and a Proponent to deliver one or more approved Program in accordance with this Agreement;
Regional Investment Proposals	means the document outlining the elements of a Regional NRM Plan for which Caring for our Country Funding is sought;
Regional NRM Body	Means the bodies designated by the Parties for the purposes of Caring for our Country which, for Tasmania, means the three NRM regional bodies established under the NRM Act 2002.
Regional NRM Strategy	means an integrated catchment/regional natural resource management strategy;
Schedule	means a schedule to this Agreement and includes the Program Schedules which may include Annexure and incorporate other documents by reference;
Stakeholder	includes persons, groups or institutions (including local, regional, state and Commonwealth government agencies) with interests in a policy, programme or project relevant to the delivery of Caring for our Country;
[State/Territory]	means the State or Territory that is a Party to this Agreement;
State NRM Agency	means the Department of Primary Industries and Water
Targets	means a target specified by the Commonwealth for Caring for our Country
Transitional Year	means the 2008-2009 Financial Year
The Act	means the <i>Natural Heritage Trust of Australia Act 1997 (Cth)</i> , as amended from time to time, unless otherwise specified;
Term of this Agreement	refers to the period described in clause 2;

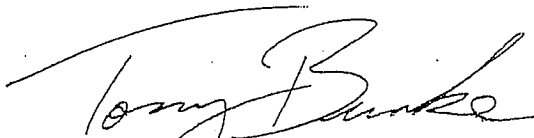
EXECUTED as an agreement.

Signed for and on behalf of the COMMONWEALTH OF AUSTRALIA by:



18/6/08

The Honourable Peter Garrett MP, AM
Minister for the Environment, Heritage and the Arts



18.6.08

The Honourable Tony Burke MP
Minister for Agriculture, Fisheries and Forestry

Signed for and on behalf of the STATE OF Tasmania by:



The Honourable David Llewellyn Minister for Primary Industries and Water

14 July 2008

s22

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Australian Government

Department of the Environment and Energy

DEED OF VARIATION

Deed of Variation in relation to
Transitional and Financial Agreement

Commonwealth of Australia (**Commonwealth**).

State of Tasmania (**State**).



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Details

Parties

1. Commonwealth of Australia (**Commonwealth**).
2. State of Tasmania (**State**)

Recitals

- A. The Commonwealth and the State are parties to a Transitional and Financial Agreement for the implementation of Caring for our Country dated 1 July 2008 (**Original Agreement**).
- B. The parties varied the Original Agreement on 30 June 2009 (**First Variation**).
- C. The parties varied the Original Agreement (as varied by the First Variation) on 22 July 2010 (**Second Variation**).
- D. The parties varied the Original Agreement (as varied by the First and Second Variations) on 15 May 2014 (**Third Variation**).
- E. The parties varied the Original Agreement (as varied by the First, Second and Third Variations) on 09 October 2014 (**Fourth Variation**).
- F. The parties varied the Original Agreement (as varied by the First, Second, Third and Fourth Variations) on 09 November 2015 (**Fifth Variation**).
- G. The parties varied the Original Agreement (as varied by the First, Second, Third, Fourth and Fifth Variations) on 06 May 2016 (**Sixth Variation**).
- H. The parties varied the Original Agreement (as varied by the First, Second, Third, Fourth, Fifth and Sixth Variations) on 27 June 2016 (**Seventh Variation**).
- I. The parties varied the Original Agreement (as varied by the First, Second, Third, Fourth, Fifth, Sixth and Seventh Variations) on 30 March 2017 (**Eighth Variation**).
- J. The Commonwealth and the State have agreed to amend the terms of the Original Agreement referred to in Recital A, as amended by the First, Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Variation (together the **Agreement**) in accordance with this deed.

Agreed terms

1. Defined terms and interpretation

1.1 Defined terms

In this deed, except where the context otherwise requires, defined terms have the same meaning as given to them in the Agreement.

1.2 Interpretation

In this deed, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or attachment is to a clause or paragraph of, or schedule or attachment to, this deed, and a reference to this deed includes any schedule or attachment;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to AUD, A\$, \$A, dollar or \$ is to Australian currency;
- (f) a reference to time is to the local time in Canberra, Australia;
- (g) a reference to a party is to a party to this deed, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) headings are for ease of reference only and do not affect interpretation;
- (j) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (k) a word or expression defined in the *Corporations Act 2001* (Cth) has the meaning given to it in the *Corporations Act 2001* (Cth);
- (l) the meaning of general words is not limited by specific examples introduced by **including**, **for example** or similar expressions;
- (m) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (n) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally; and
- (o) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this deed or any part of it.

2. Variation to Agreement

With effect from the date of this deed, the Agreement is varied by:

- (a) inserting all clauses and words that are underlined; and
 - (b) deleting all clauses and words that are crossed through,
- in the copy of the Agreement that forms Attachment A to this deed.

3. Continued force and effect of Agreement

The Agreement continues in full force and effect, as amended by this deed.

4. Miscellaneous

4.1 Counterparts

This deed may be executed in counterparts. All executed counterparts constitute one document.

Execution page

Executed as a deed

SIGNED SEALED AND DELIVERED for
and on behalf of the **Commonwealth of
Australia** by a duly authorised
representative

STEVE COSTELLO

Name of authorised representative (print)

s22

Signature of authorised representative

23-6-2017

Date

s22

Name of witness (print)

s22

Signature of witness

23.6.17

Date

SIGNED SEALED AND DELIVERED for
and on behalf of the **State of Tasmania**
by a duly authorised representative

s22

Name of authorised representative (print)

s22

Signature of authorised representative

26/6/2017

Date

s22

Name of witness (print)

s22

Signature of witness

26/6/2017

Date

ATTACHMENT A

Attachment A to Deed of Variation

Project Schedule

Save the Orange-bellied Parrot Program:
Implementation of Critical Recovery Actions in
Tasmania

Project Schedule

Project Title: Save the Orange-bellied Parrot Program: Implementation of Critical Recovery Actions in Tasmania

Background

- A. The Project will contribute to the outcomes of the National Landcare Programme under Strategic Objective 4 – Communities are protecting species and natural assets.
- B. The funding for this Project will be provided from unallocated funds held in the Tasmanian Single Holding Account.

1 Interpretation

- 1.1 In this Project Schedule, except where the contrary intention is expressed, the following definitions are used:

Project MERI Plan	is the plan detailing how the Proponent will conduct and complete the Project, including timeframes for completion of various stages of the Project as amended from time to time in accordance with clause 6 of this Schedule.
Project Budget	is the budget specified in the Project MERI Plan detailing how the Proponent will spend the Funds for the purpose of conducting the Project and otherwise performing its obligations under this Project Schedule, as amended from time to time in accordance with clause 7.

2 Proponent Details

Item	Description	Details
2.1	Commonwealth Department Details	Commonwealth of Australia as represented by the Department of the Environment (the Department) ABN 34 190 894 983

Item	Description	Details
2.2	Commonwealth Department Representative	<p>s22 [redacted] Director, Victoria and Tasmania Section, <u>Biodiversity Conservation Division, Department of the Environment.</u></p> <p>Email: s22 [redacted]</p> <p>Address: GPO Box 787 Canberra , ACT 2601</p> <p>Telephone: s22 [redacted]</p>
2.3	Proponent details	<p>Department of Primary Industries, Parks, Water and Environment</p> <p>ABN: 58 259 330 901</p>
2.4	Proponent Representative	<p>s22 [redacted] General Manager, Resource Management and conservation Division <u>Natural and Cultural Heritage, Tasmanian Department of Primary Industries, Parks, Water and Environment.</u></p> <p>Email: s22 [redacted]</p> <p>Address: GPO Box 44 Hobart, TAS 7001</p> <p>Telephone: s22 [redacted]</p>
2.5	GST	<p>The Proponent is a Government Related Entity.</p> <p>The Proponent is registered for GST.</p>

Item	Description	Details
2.6	Insurance	<p>As at the Commencement Date (being the date referred to in Item 1 of the Milestone Schedule – see clause 5):</p> <p>(a) to the extent required by Law, workers' compensation insurance in respect of the Proponent's liability for any loss or claim by a person employed or otherwise engaged, or deemed to be employed or otherwise engaged, by the Proponent in connection with the Project; and</p> <p>(b) public liability insurance covering legal liability (including liability assumed under contract) for loss or damage to property or injury or death to persons arising out of or in connection with carrying out the Project for an insured amount of \$10 million per occurrence and not less than \$20 million in aggregate.</p>

3 Project Details

Item	Description	Details
3.1	Project title	Save the Orange-bellied Parrot Program: Implementation of Critical Recovery Actions in Tasmania
3.2	Project ID	A0000011834G
3.3	Project description	<p>The “critically endangered” Orange-bellied Parrot (OBP: <i>Neophema chrysogaster</i>) is the world’s most endangered parrot species and Australia’s most endangered bird species, surviving only as a tiny, single population. The Orange-bellied Parrot breeds only at Melaleuca in the southwest Tasmanian Wilderness World Heritage Area (TWWHA) in summer (October-April) and migrates to south-east Australia coastal regions in winter. There are fewer than 70 birds remaining in the wild population. As a part of the recovery plan, there is an actively managed captive insurance breeding population of ca. 330 birds, of which 130 are housed at the DPIPWWE Tasmanian captive wildlife breeding facility.</p> <p>Augmenting the captive breeding program in parallel with active management in the wild at the single breeding site is urgently required to assist the survival of the species in the wild. This will be achieved by bolstering the wild population via translocating appropriate numbers of captive-bred birds into the wild over three consecutive years as a part of an ongoing translocation program, providing specifically designed artificial nest boxes, and appropriately managing disease and other threats in the wild. Ongoing monitoring (through direct observation and remote cameras at breeding and feeding sites) will provide the ability to gauge the success of the management actions and provide accurate information on the status and trends of Orange-bellied Parrots in the wild.</p> <p>Importantly, components of this Project will also receive significant support from community volunteers through strong alliances with <i>Wildcare Inc.</i> Significant work in recent years has provided expertise in effective captive husbandry, wild bird management strategies and translocation.</p>
3.4	Project period	The Project Period commences on the Commencement Date and ends no later than 30 June 2017 31 December 2017.

Item	Description	Details
3.5	Project Outcomes	<p>A significant increase in the wild population of Orange-bellied Parrots as a result of enhanced breeding opportunities, productivity and translocations (and subsequent breeding) of captive-bred birds into the wild population by way of:</p> <ol style="list-style-type: none"> 1) supporting ongoing monitoring and implementation of management actions at the breeding site; 2) supporting the captive breeding program so that ongoing translocations of captive-bred birds into the wild can be sustained; 3) the provision of specifically designed nest boxes that would be trialled for use in the wild; 4) increased breeding success through reduced predation and competition; 5) potentially increased understanding of Orange-bellied Parrot breeding requirements following the trial of transponders as a monitoring tool; 6) increased survival of captive-bred birds that are released at the site due to the increased aviary capacity; and 7) increased understanding of the role of beak and feather disease in population recovery. <p>Detailed information is to be specified in the Project MERI Plan.</p>
3.6	Project Activities	The Project Activities are the activities specified in the Project MERI Plan.

4 Annual Allocation of Funds

- 4.1 The maximum amount of funds for this Project is \$525,000 (GST exclusive).
- 4.2 The parties acknowledge that the Funds referred to in clause 4.1 have already been paid by the Commonwealth into the Tasmanian Single Holding Account.
- 4.3 The Commonwealth will authorise the release of Funds from the Tasmanian Single Holding Account to the Proponent, on completion of the relevant Milestones (set out in the **Milestone Schedule** – see clause 5) to its satisfaction.

Item		2015-16	2016-17	Instalment amount (excluding GST)
4.1	Total Project funding	\$350,000	\$175,000	\$525,000

5 Milestones, Funding and Payment

The Milestones for this Project are set out in the table below.

No.	Milestone	Milestone date (must be completed on or before this date)	Instalment amount (excluding GST)
2015-16 Financial Year - \$350,000			
1	Signing of the Deed of Variation by the Department	Commencement Date	\$70,000
2	Delivery of draft Project MERI Plan and Project Budget to the Department	30 October 2015	Not applicable
3	Approval of Project MERI Plan and Project Budget by the Department	19 November 2015	\$140,000
4	Delivery of the mid-year progress report for the 2015 -16 financial year to the Department as specified in clause 9	1 February 2016	Not applicable
5	Acceptance of the mid-year progress report for the 2015-16 financial year by the Department	15 February 2016	\$140,000
2016-17 Financial Year - \$175,000			
6	Delivery of the end-of-year progress report for the 2015-16 financial year to the Department as specified in clause 9	1 August 2016	Not applicable
7	Acceptance of the end-of-year progress report for the 2015-16 financial year by the Department	15 August 2016	\$35,000
8	Delivery of the financial report for the 2015-16 financial year to the Department as specified in clause 10	1 September 2016	Not applicable
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10	Delivery of the mid-year progress report for the 2016-17 financial year to the Department clause 9	1 February 2017	Not applicable

No.	Milestones	Milestone date (must be completed on or before this date)	Instalment amount (excluding GST)
11	Acceptance of the mid-year progress report for the 2016-17 financial year by the Department	15 February 2017	\$70,000
12	Delivery of final report and financial report to the Department clause 9.2 <u>Delivery of the end-of-year progress report for the 2016-17 financial year to the Department as specified in clause 9</u>	28 August 2017	Not applicable
<u>13</u>	<u>Delivery of the financial report for the 2016-17 financial year to the Department as specified in clause 10</u>	<u>28 August 2017</u>	<u>Not applicable</u>
<u>2016-17 Financial Year - \$175,000</u>			
<u>14</u>	<u>Delivery of the final report and financial to the Department as specified in clause 9.2</u>	<u>February 2018</u>	<u>Not applicable</u>
TOTAL (GST exclusive)			\$525,000

6 MERI Plan

- 6.1 Within the relevant timeframe specified in the Milestone Schedule, the Proponent must submit a draft Project MERI Plan for the Department's approval. The draft Project MERI Plan must be completed using the applicable template provided by the Department.
- 6.2 Unless the Proponent is otherwise notified by the Department, the Department will reject or approve the draft Project MERI Plan within the timeframe specified in the Milestone Schedule. Where the draft Project MERI Plan is rejected, the Proponent must continue to submit a draft Project MERI Plan, including any necessary amendments until the Department approves a draft Project MERI Plan.
- 6.3 Once a draft Project MERI Plan is approved by the Department, it will become the final Project MERI Plan. The Proponent must perform the Project in accordance with the final Project MERI Plan, unless otherwise agreed by the Department in writing.
- 6.4 The Project MERI Plan must be reviewed as part of the end-of-year progress reports and updated to outline the Project Activities to be undertaken in the following 12 to 18 month period. Planned Project Activities must not be commenced until the Department has approved the updated Project MERI Plan in accordance with the process set out in this clause 6.

7 Project Budget

- 7.1 Within the relevant timeframe specified in the Milestone Schedule, the Proponent must submit a draft Project Budget for the Department's approval.
- 7.2 Unless the Proponent is otherwise notified by the Department, the Department will reject or approve the draft Project Budget within the timeframe specified in the Milestone Schedule. Where the draft Project Budget is rejected, the Proponent must continue to submit a draft Project Budget, including any necessary amendments until the Department approves a draft Project Budget.
- 7.3 Subject to clause 7.4, the Proponent must perform the Project and only spend the Funds in accordance with the Project Budget, unless approved in writing by the Department.
- 7.4 The Proponent may transfer the Funds between categories of expenditure items within the Project Budget, without the consent of the Department, provided that such transfer does not exceed:
- (a) 10 per cent of the relevant expenditure item specified in the Project Budget for a financial year from which the amount of Funds is being transferred; or
 - (b) \$50,000, if the amount in clause 7.4(a) is greater than \$50,000.
- 7.5 For the avoidance of doubt, the Department's approval of the Project Budget or any amendment to the Project Budget does not in any way limit the Proponent's obligations under this Project Schedule.

8 Required reports

- 8.1 The Recipient must provide the following reports substantially in the form of any relevant template(s) provided by the Department:
- (a) progress reports and a final report, as specified in clause 9; and
 - (b) financial reports, as specified in clause 10.

9 Progress reports and final report

- 9.1 The Recipient must provide the Department with progress reports during the Project Period:
- (a) within the relevant timeframe specified in the Milestone Schedule;
 - (c) each reporting on a six-month period that does not overlap with the reporting period of another progress report; and
 - (d) that include, but need not be limited to, the following information:
 - (i) details of work undertaken and tasks (including Milestones) completed and the amount of Funds expended;
 - (ii) details of progress against the Project MERI Plan;
 - (iii) a discussion and statement as to whether the timeframes and Milestones for the Project during the reporting period are being met and an explanation of any delays that have occurred, including the reasons for those delays and the action the Recipient proposes to take to address the delay and the expected

effects (if any) the delay will have on the Project (including subsequent Milestones and the overall completion of the Project);

- (iv) a statement as to whether the Project is proceeding within the Project Budget, and if it is not, an explanation of why the Project Budget is not being met and the action the Recipient proposes to take to address this;
- (v) any other information requested by the Department from time to time.

9.2 The Recipient must provide the Department with a final report within the relevant timeframe specified in the Milestone Schedule that includes, but need not be limited to, the following information:

- (a) a description of the Recipient's activities since the end of the reporting period for the latest progress report;
- (b) a summary of all of the Recipient's activities during the entire Project Period;
- (c) a summary of the Recipient's performance against the Project MERI Plan;
- (d) details of the operation, mechanisms and processes employed by the Recipient to conduct the Project;
- (e) a discussion of the benefits and outcomes of the Project as a whole; and
- (f) an evaluation of the Project against the Project Outcomes and Project Activities, including a discussion of how successful the Project was in achieving the Programme Outcomes.

10 Financial reports

10.1 Preparation of financial reports requires the Recipient to engage, at its cost, a Qualified Accountant to Audit the Financial Information of the Recipient and to prepare an Auditor's Report.

10.2 Unless otherwise explicitly approved by the Department in writing and within the relevant timeframe specified in the Milestone Schedule, the Recipient must provide to the Department:

- (a) the Financial Information;
- (b) a certificate signed by a representative of the Recipient with the authority to make representations on behalf of the Recipient stating whether:
 - (i) the Funds have been used for the purpose for which they were provided; and
 - (ii) all terms and conditions of the Agreement were complied with;
- (c) a report on the amounts of Project Generated Income earned, the uses made of these, and any remaining amounts of Project Generated Income for the relevant financial year; and
- (d) the Auditor's Report on the Financial Information.



Australian Government

Department of the Environment and Energy

DEED OF VARIATION

Deed of Variation in relation to
Transitional and Financial Agreement

Commonwealth of Australia (**Commonwealth**).

State of Tasmania (**State**).



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Details

Parties

1. Commonwealth of Australia (**Commonwealth**).
2. State of Tasmania (**State**)

Recitals

- A. The Commonwealth and the State are parties to a Transitional and Financial Agreement for the implementation of Caring for our Country dated 1 July 2008 (**Original Agreement**).
- B. The parties varied the Original Agreement on 30 June 2009 (**First Variation**).
- C. The parties varied the Original Agreement (as varied by the First Variation) on 22 July 2010 (**Second Variation**).
- D. The parties varied the Original Agreement (as varied by the First and Second Variations) on 15 May 2014 (**Third Variation**).
- E. The parties varied the Original Agreement (as varied by the First, Second and Third Variations) on 09 October 2014 (**Fourth Variation**).
- F. The parties varied the Original Agreement (as varied by the First, Second, Third and Fourth Variations) on 09 November 2015 (**Fifth Variation**).
- G. The parties varied the Original Agreement (as varied by the First, Second, Third, Fourth and Fifth Variations) on 06 May 2016 (**Sixth Variation**).
- H. The parties varied the Original Agreement (as varied by the First, Second, Third, Fourth, Fifth and Sixth Variations) on 27 June 2016 (**Seventh Variation**).
- I. The parties varied the Original Agreement (as varied by the First, Second, Third, Fourth, Fifth, Sixth and Seventh Variations) on 30 March 2017 (**Eighth Variation**).
- J. The parties varied the Original Agreement (as varied by the First, Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Variations) on 26 June 2017 (**Ninth Variation**).
- K. The Commonwealth and the State have agreed to amend the terms of the Original Agreement referred to in Recital A, as amended by the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth and Ninth Variation (together the **Agreement**) in accordance with this deed.

Agreed terms

1. Defined terms and interpretation

1.1 Defined terms

In this deed, except where the context otherwise requires, defined terms have the same meaning as given to them in the Agreement.

1.2 Interpretation

In this deed, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or attachment is to a clause or paragraph of, or schedule or attachment to, this deed, and a reference to this deed includes any schedule or attachment;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to AUD, A\$, \$A, dollar or \$ is to Australian currency;
- (f) a reference to time is to the local time in Canberra, Australia;
- (g) a reference to a party is to a party to this deed, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) headings are for ease of reference only and do not affect interpretation;
- (j) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (k) a word or expression defined in the *Corporations Act 2001* (Cth) has the meaning given to it in the *Corporations Act 2001* (Cth);
- (l) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;
- (m) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (n) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally; and
- (o) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this deed or any part of it.

2. Variation to Agreement

With effect from the date of this deed, the Agreement is varied by adding the Schedules at Attachment A and by:

- (p) inserting all clauses and words that are underlined; and
 - (q) deleting all clauses and words that are crossed through,
- in the copy of the Agreement that forms Attachment B to this deed.

3. Continued force and effect of Agreement

The Agreement continues in full force and effect, as amended by this deed.

4. Miscellaneous

4.1 Counterparts

This deed may be executed in counterparts. All executed counterparts constitute one document.

Execution page

Executed as a deed

SIGNED SEALED AND DELIVERED for
and on behalf of the **Commonwealth of
Australia** by a duly authorised
representative

s22 _____
Name of authorised representative (print)

s22 _____
Signature of authorised representative

30/01/18
Date

s22 _____
Name of witness (print)

s22 _____
Signature of witness

30/01/18
Date

SIGNED SEALED AND DELIVERED for
and on behalf of the **State of Tasmania**
by a duly authorised representative

s22 _____
Name of authorised representative (print)

s22 _____
Signature of authorised representative

30/1/18
Date

s22 _____
Name of witness (print)

s22 _____
Signature of witness

30/1/18
Date

s22

s22

s22

s22

s22

s22

s22

s22

ATTACHMENT B

**Amendment to current Project
Schedules**

**Save the Orange-bellied Parrot Program:
Implementation of Critical Recovery
Actions in Tasmania**

Project Schedule

Project Title: Save the Orange-bellied Parrot Program: Implementation of Critical Recovery Actions in Tasmania

Background

- A. The Project will contribute to the outcomes of the National Landcare Programme under Strategic Objective 4 – Communities are protecting species and natural assets.
- B. The funding for this Project will be provided from unallocated funds held in the Tasmanian Single Holding Account.

1 Interpretation

- 1.1 In this Project Schedule, except where the contrary intention is expressed, the following definitions are used:

Project MERI Plan	is the plan detailing how the Proponent will conduct and complete the Project, including timeframes for completion of various stages of the Project as amended from time to time in accordance with clause 6 of this Schedule.
Project Budget	is the budget specified in the Project MERI Plan detailing how the Proponent will spend the Funds for the purpose of conducting the Project and otherwise performing its obligations under this Project Schedule, as amended from time to time in accordance with clause 7.

2 Proponent Details

Item	Description	Details
2.1	Commonwealth Department Details	Commonwealth of Australia as represented by the Department of the Environment (the Department) ABN 34 190 894 983
2.2	Commonwealth Department Representative	s22 , Director, Victoria and Tasmania Section, Biodiversity Conservation Division, Department of the Environment. Email: s22 Address: GPO Box 787 Canberra , ACT 2601 Telephone: s22

Item	Description	Details
2.3	Proponent details	Department of Primary Industries, Parks, Water and Environment ABN: 58 259 330 901
2.4	Proponent Representative	s22 General Manager, Natural and Cultural Heritage, Tasmanian Department of Primary Industries, Parks, Water and Environment. Email: s22 Address: GPO Box 44 Hobart, TAS 7001 Telephone: s22
2.5	GST	The Proponent is a Government Related Entity. The Proponent is registered for GST.
2.6	Insurance	As at the Commencement Date (being the date referred to in Item 1 of the Milestone Schedule – see clause 5): (a) to the extent required by Law, workers' compensation insurance in respect of the Proponent's liability for any loss or claim by a person employed or otherwise engaged, or deemed to be employed or otherwise engaged, by the Proponent in connection with the Project; and (b) public liability insurance covering legal liability (including liability assumed under contract) for loss or damage to property or injury or death to persons arising out of or in connection with carrying out the Project for an insured amount of \$10 million per occurrence and not less than \$20 million in aggregate.

3 Project Details

Item	Description	Details
3.1	Project title	Save the Orange-bellied Parrot Program: Implementation of Critical Recovery Actions in Tasmania
3.2	Project ID	A0000011834G
3.3	Project description	<p>The “critically endangered” Orange-bellied Parrot (OBP: <i>Neophema chrysogaster</i>) is the world’s most endangered parrot species and Australia’s most endangered bird species, surviving only as a tiny, single population. The Orange-bellied Parrot breeds only at Melaleuca in the southwest Tasmanian Wilderness World Heritage Area (TWWHA) in summer (October-April) and migrates to south-east Australia coastal regions in winter. There are fewer than 70 birds remaining in the wild population. As a part of the recovery plan, there is an actively managed captive insurance breeding population of ca. 330 birds, of which 130 are housed at the DPIPWE Tasmanian captive wildlife breeding facility.</p> <p>Augmenting the captive breeding program in parallel with active management in the wild at the single breeding site is urgently required to assist the survival of the species in the wild. This will be achieved by bolstering the wild population via translocating appropriate numbers of captive-bred birds into the wild over three consecutive years as a part of an ongoing translocation program, providing specifically designed artificial nest boxes, and appropriately managing disease and other threats in the wild. Ongoing monitoring (through direct observation and remote cameras at breeding and feeding sites) will provide the ability to gauge the success of the management actions and provide accurate information on the status and trends of Orange-bellied Parrots in the wild.</p> <p>Importantly, components of this Project will also receive significant support from community volunteers through strong alliances with <i>Wildcare Inc.</i> Significant work in recent years has provided expertise in effective captive husbandry, wild bird management strategies and translocation.</p>
3.4	Project period	The Project Period commences on the Commencement Date and ends no later than 31 December 2017 30 June 2018.

Item	Description	Details
3.5	Project Outcomes	<p>A significant increase in the wild population of Orange-bellied Parrots as a result of enhanced breeding opportunities, productivity and translocations (and subsequent breeding) of captive-bred birds into the wild population by way of:</p> <ol style="list-style-type: none"> 1) supporting ongoing monitoring and implementation of management actions at the breeding site; 2) supporting the captive breeding program so that ongoing translocations of captive-bred birds into the wild can be sustained; 3) the provision of specifically designed nest boxes that would be trialled for use in the wild; 4) increased breeding success through reduced predation and competition; 5) potentially increased understanding of Orange-bellied Parrot breeding requirements following the trial of transponders as a monitoring tool; 6) increased survival of captive-bred birds that are released at the site due to the increased aviary capacity; and 7) increased understanding of the role of beak and feather disease in population recovery. <p>Detailed information is to be specified in the Project MERI Plan.</p>
3.6	Project Activities	The Project Activities are the activities specified in the Project MERI Plan.

4 Annual Allocation of Funds

- 4.1 The maximum amount of funds for this Project is \$525,000 (GST exclusive).
- 4.2 The parties acknowledge that the Funds referred to in clause 4.1 have already been paid by the Commonwealth into the Tasmanian Single Holding Account.
- 4.3 The Commonwealth will authorise the release of Funds from the Tasmanian Single Holding Account to the Proponent, on completion of the relevant Milestones (set out in the **Milestone Schedule** – see clause 5) to its satisfaction.

Item		2015-16	2016-17	Instalment amount (excluding GST)
4.1	Total Project funding	\$350,000	\$175,000	\$525,000

5 Milestones, Funding and Payment

The Milestones for this Project are set out in the table below.

No.	Milestone	Milestone date (must be completed on or before this date)	Instalment amount (excluding GST)
2015-16 Financial Year - \$350,000			
1	Signing of the Deed of Variation by the Department	Commencement Date	\$70,000
2	Delivery of draft Project MERI Plan and Project Budget to the Department	30 October 2015	Not applicable
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11	Acceptance of the mid-year progress report for the 2016-17 financial year by the Department	15 February 2017	\$70,000
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<u>13</u>	Delivery of the financial report for the 2016-17 financial year to the Department as specified in clause 10	28 August 2017	Not applicable
2016-17 Financial Year - \$175,000 2017-18 Financial Year - \$0			
<u>14</u>	<u>Delivery of the final report and financial to the Department as specified in clause 9.2</u>	<u>February 2018</u>	<u>Not applicable</u>
14	<u>Delivery of the mid-year progress report for the 2017-18 financial year to the Department clause 9</u>	<u>1 February 2018</u>	<u>Not applicable</u>
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TOTAL (GST exclusive)			\$525,000

6 MERI Plan

- 6.1 Within the relevant timeframe specified in the Milestone Schedule, the Proponent must submit a draft Project MERI Plan for the Department's approval. The draft Project MERI Plan must be completed using the applicable template provided by the Department.
- 6.2 Unless the Proponent is otherwise notified by the Department, the Department will reject or approve the draft Project MERI Plan within the timeframe specified in the Milestone Schedule. Where the draft Project MERI Plan is rejected, the Proponent must continue to submit a draft Project MERI Plan, including any necessary amendments until the Department approves a draft Project MERI Plan.
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approved the updated Project MERI Plan in accordance with the process set out in this clause 6.

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 - (ii) details of progress against the Project MERI Plan;

- (iii) a discussion and statement as to whether the timeframes and Milestones for the Project during the reporting period are being met and an explanation of any delays that have occurred, including the reasons for those delays and the action the Recipient proposes to take to address the delay and the expected effects (if any) the delay will have on the Project (including subsequent Milestones and the overall completion of the Project);
- (iv) a statement as to whether the Project is proceeding within the Project Budget, and if it is not, an explanation of why the Project Budget is not being met and the action the Recipient proposes to take to address this;
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- (c) a summary of the Recipient's performance against the Project MERI Plan;
- (d) details of the operation, mechanisms and processes employed by the Recipient to conduct the Project;
- (e) a discussion of the benefits and outcomes of the Project as a whole; and
- (f) an evaluation of the Project against the Project Outcomes and Project Activities, including a discussion of how successful the Project was in achieving the Programme Outcomes.

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10.1 Preparation of financial reports requires the Recipient to engage, at its cost, a Qualified Accountant to Audit the Financial Information of the Recipient and to prepare an Auditor's Report.

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- (b) a certificate signed by a representative of the Recipient with the authority to make representations on behalf of the Recipient stating whether:
 - (i) the Funds have been used for the purpose for which they were provided; and
 - (ii) all terms and conditions of the Agreement were complied with;
- (c) a report on the amounts of Project Generated Income earned, the uses made of these, and any remaining amounts of Project Generated Income for the relevant financial year; and

(d) the Auditor's Report on the Financial Information.