

2002/3/30

FINANCIAL AGREEMENT

This Agreement is made on the 20th day of May 2002

between

The Commonwealth of Australia ("the Commonwealth"), represented by Environment Australia
and

The State of Western Australia ("the State"), represented by the Department of Conservation and
Land Management

for the purpose of providing Commonwealth financial assistance to the State under section 19 of the *Natural Heritage Trust of Australia Act 1997* and/or section 5 of the *Natural Resources Management (Financial Assistance) Act 1992*;

for the purpose of linking Commonwealth and State priorities and programs agreed between the parties, as outlined in Attachments A and C of the Partnership Agreement; and

for specified activities to enable the State, within the financial assistance provided, to achieve, in part, the outcomes sought in Attachment A to this Partnership Agreement under the National Reserve System program.

The titles of the activities under this component of financial assistance for specified outputs, outcomes and reports in the Project Details described herein are:

N782 - Purchase of Karara Pastoral Lease

This Agreement comprises the entire terms and conditions for carrying out the activities described herein, and includes:

- (a) the Project/Program Details, including any Special Terms and Conditions attached to this Agreement;
- (b) the Standard Terms and Conditions as currently agreed between the parties in Attachment B of the Partnership Agreement; and
- (c) the Partnership Agreement.

SIGNED for and on behalf of the
COMMONWEALTH of AUSTRALIA:)

s. 22(1)(a)(ii))

(Full Name))

s. 47F(1))

(Signature))

In the Presence of:)

s. 22(1)(a)(ii))

(Full Name))

s. 47F(1))

(Signature))

SIGNED for and on behalf of the State of
WESTERN AUSTRALIA:)

s. 47F(1))

(Full Name))

s. 47F(1))

(Signature))

In the Presence of:)

s. 47F(1))

(Full Name))

s. 47F(1))

(Signature))



PROJECT DETAILS

In accordance with the Natural Heritage Trust Partnership Agreement National Reserve System program

Project Title: Purchase of Karara Pastoral Lease

NRSP Project #: N782 **NHT ID:** 36689

Introduction:

Under this project the WA Department of Conservation and Land Management will purchase Karara Pastoral Lease for inclusion in the national reserve system. This 109,291 ha property contains major samples of twelve vegetation types, two of which are currently unrepresented in the reserve system (one of which is restricted to the region) and seven other vegetation communities which are inadequately represented in current reserves. Two state-listed declared rare flora species occur on the lease *Grevillea scabrida* and the EPBC listed vulnerable species *Eucalyptus synandra*. It adjoins the Lochada Pastoral Lease, purchased in 2000 with assistance under the NRSP, and together they will form a 220,000 hectare protected area ensuring its long term viability in this agricultural region. The pastoral lease has been grazed but will be progressively destocked to allow adequate regeneration.

Karara will make an important contribution to improving the comprehensiveness and consolidation of the national reserve system within the Avon Wheatbelt IBRA and Yalgoo regions and the implementation of the Gascoyne Murchison Strategy.

Scope

Funding provided from the National Reserve System program for this project will be applied towards meeting the purchase price of a property known as Karara Pastoral Lease ('the property').

Project Conditions

This project shall be undertaken subject to the following conditions:

- the Western Australian Department of Conservation and Land Management (WACALM) will have responsibility for the conduct of negotiations regarding purchase of the property;
- WACALM will undertake consultation with relevant indigenous organisations to determine the indigenous cultural values and interests in the property. Such interests will be accommodated and protected in the planning and management of the property;
- WACALM has an ongoing obligation to advise the Commonwealth whether there is any fact or matter (such as an application or claim in relation to the land) that would affect the establishment of the proposed reserve and provide details of any such matter. Funding is provided on the basis that WACALM will make all due inquiries to ascertain whether or not any such fact or matter exists.
- the costs of this project in excess of the Department of Environment and Heritage contribution described in the Payments Schedule, will be met by WACALM;
- WACALM agrees to seek to have the property declared a: - Nature Reserve, National Park or Conservation Park, under the CALM Act within eighteen months after purchase of the property, or the purchase and destocking of the pastoral lease, has been completed. Extension of this period, or amendment to the proposed World Conservation Union Protected Area Management Category, may be granted where circumstances make this timeframe, or proposed IUCN category, impractical upon written request to the Commonwealth. WA CALM will repay EA our financial assistance if the declaration does not proceed.

- WACALM agrees to prepare interim management guidelines for the property within nine months of purchase, and then prepare an appropriate management plan to manage the property as a protected area in accordance with the proposed IUCN Protected Area Management Category and the CALM Act.
- WACALM agrees to undertake management and other works as necessary to ensure the on-going protection of the natural values of the property;
- as soon as practicable after declaration of the property as a protected area has been completed, WACALM agrees to provide to the Environment Australia, detailed information regarding the location of the property and ecosystems present (name and extent) in computer readable form suitable for inclusion in an appropriate GIS data base; and
- WACALM agrees to provide to the Environment Australia one (1), or such number as agreed between the Project Investigator and the Liaison Officer, publication quality, thirty-five millimetre, non-textual, colour transparency of the highlights arising from the project, with a descriptive caption.

Fees

Environment Australia will contribute two thirds of the purchase price of the property as defined in the Project Scope, up to a maximum of *Three hundred and six thousand, seven hundred dollars* (\$306,700). Payment will be made within thirty days of receipt of evidence of a legal agreement being entered into to purchase the property.

Completion Date

The Completion Date for acquisition is 30 June 2002.

Reporting

A report on progress with the project will be provided to the nominated Environment Australia Liaison Officer on a six-monthly basis with additional reports being submitted when a significant action occurs.

The nominated Environment Australia Liaison Officer will be provided with two copies of Interim Management Guidelines for the property within nine months of purchase. The Interim Management Guidelines shall include, but not be limited to, a statement of management intent and proposed IUCN protected area category. Also, a description of the property, its biodiversity values, condition and threats prior to implementation of the guidelines, its contribution to a comprehensive, adequate and representative reserve system, and proposed management actions.

If, within nine months of purchase, the property is included in an existing protected area, for which there is a current management plan in accordance with relevant legislation, Interim Management Guidelines shall not be required. However a statement which describes the property, its biodiversity values, condition and threats prior to implementation of the management plan and its contribution to a comprehensive, adequate and representative reserve system shall be provided to the nominated Environment Australia Liaison Officer.

The final report, shall be due within three months of declaration of the property as a protected area under appropriate legislation, or provision of the Interim Management Guidelines, whichever is the latter. The final report will address all Project Conditions.

Allowances

Not applicable.

Assistance

Not applicable.

Equipment

Not applicable.

Intellectual Property

Ownership of Intellectual Property in all Project Material vests upon its creation with the WA Department of Conservation and Land Management. The WA Department of Conservation and Land Management grants to the Commonwealth a permanent, non exclusive, royalty-free licence to use, reproduce, adapt, commercialise and exploit such Project Material, and Intellectual Property anywhere in the world. These licensing arrangements are in accordance with Clause 6 of Attachment B to the Partnership Agreement.

Special Terms and Conditions

1. Grant to State GST Exclusive and Increase Later if necessary

1.1 The parties note:

- (a) the operation of the *A New Tax System (Goods and Services Tax Transition) Act 1999*;
- (b) that the State may be liable, or notionally liable, for tax under the *A New Tax System (Goods and Services Tax) Act 1999* in relation to transactions under this Agreement.

1.2 The amounts payable to the State under this Agreement as set out in the Project/Program details ('the Original Amounts Payable') do not include an amount to cover any liability, or notional liability, of the State for Goods and Services Tax (GST) on any taxable supplies under this Agreement as determined under *A New Tax System (Goods and Services Tax) Act 1999* (the GST Act).

1.3 If a supply made by the State under this Agreement is a taxable supply under the GST Act, the State may, by notice in writing, increase the Original Amount Payable by the Commonwealth by the amount of GST which will become payable on that part of the Original Amount Payable which relates to a taxable supply as if that part of the Original Amount Payable is the value of the supply for the purposes of the GST Act.

1.4 If required by the Commonwealth, the State shall substantiate to the Commonwealth's reasonable satisfaction how any increase in the amounts payable by the Commonwealth under clause 1.3 has been calculated before such increase will take effect.

1.5 The State agrees to issue the Commonwealth with a tax invoice in accordance with the GST Act in relation to taxable supplies made under this Agreement.

2. Any publicity events associated with this project will be organised in consultation with Environment Australia and the Minister for Environment and Heritage to optimise opportunities for their representation at such events.

3. Further to Clause 14 of the Partnership Agreement, the State undertakes to comply with the 'Natural Heritage Trust Style Guide' set out in Appendix 1.

Specified Personnel

The nominated Environment Australia Liaison Officer for this project is s. 22(1)(a)(ii) on telephone s. 22(1)(a)(ii) and fax s. 22(1)(a)(ii). The nominated WACALM Project Investigator is s. 47F(1) on telephone s. 47F(1) and fax s. 47F(1).

It is recognised that the Specified Personnel may change and both parties to this agreement will advise each other in writing of any such change.



Natural Heritage Trust

Helping Communities Helping Australia

A Commonwealth Government Initiative

STYLE GUIDE

June 2001

INTRODUCTION

The consistent presentation of the Natural Heritage Trust is important to build recognition and reinforce the links between a wide range of Trust-funded activities. This Style Guide sets out formats and specifications for presentation of the Natural Heritage Trust from June 2001. It supersedes any previous information about how the Trust is to be presented and must be used for all references to the Trust.

BACKGROUND

The \$2.5 billion Natural Heritage Trust is the Federal Government's major environment initiative, designed to foster a partnership between the community, industry and all levels of government in the pursuit of better environmental and natural resource management outcomes for Australia. The Government's aim is to raise public awareness of and involvement in the Trust and Trust-funded projects, their benefits and the key role of the Commonwealth in these environmental and natural resource management activities.

NATURAL HERITAGE TRUST PROGRAMS

In Commonwealth materials, existing logos for Programs funded by the Trust, such as Landcare and Bushcare, will continue to be the primary identifier for activities but have been modified to include the tagline 'a program of the Natural Heritage Trust'. Modified Program logos must be used for all new and reprinted materials.

It is mandatory that the Natural Heritage Trust references as set out in this Style Guide be used on *all materials associated with Trust programs*. Opportunities should also be taken to publicise the Trust in the promotional material of *non-Trust publications* where the activities being promoted relate strongly to other activities coming within the ambit of the Trust. For example, communications publications of the non-Trust Biodiversity Program have carried the Trust logo in recognition of the support the Trust provides to the broad objective of biodiversity conservation and of the mutually supportive roles of the two programs.

If specific projects or program areas are aware of good publicity opportunities relating to Trust-funded projects, ie positive outcomes, special activity days or events, the achievement of significant milestones etc, they should contact [s. 22\(1\)\(a\)\(ii\)](#), Public Affairs Manager, Environment Australia on [s. 22\(1\)\(a\)\(ii\)](#) or by email at [s. 22\(1\)\(a\)\(ii\)](#) or [s. 22\(1\)\(a\)\(ii\)](#), Natural Heritage Trust Administration Section, Agriculture, Fisheries, Forestry – Australia on [s. 22\(1\)\(a\)\(ii\)](#) or by email at [s. 22\(1\)\(a\)\(ii\)](#).

Graphic designers, printers and desktop publishers should be provided with a copy of the Style Guide before they commence work so costly changes are not required later.

COORDINATION OF TRUST PROMOTIONAL MATERIAL

All groups administering Trust programs should ensure that communications activities are developed in conjunction with Environment Australia's Corporate Relations and Education Branch or Agriculture, Fisheries and Forestry - Australia's Natural Heritage Trust Administration Section. They will then coordinate appropriate clearances with the Ministers' offices and the Natural Heritage Trust Public Relations Manager.

NON-TRUST PROMOTIONAL MATERIAL

Consideration should be given to publicising the Trust in the promotional material of non-Trust publications where the activities being promoted relate strongly to other activities coming within the ambit of the Trust. This would apply to activities specifically related to one of the five key areas of the Trust: land, vegetation, rivers, biodiversity or marine. It would not apply to activities such as national park administration, which have only a general correlation to the Trust.

USAGE GUIDELINES

To ensure its visual integrity and consistency, the Natural Heritage Trust banner should be reproduced from master bromide sheets or unaltered electronic versions. This banner, as well as the correct versions of the Trust program logos are available in various electronic formats on the Natural Heritage Trust web site at <http://www.nht.gov.au/publications/index.html> or as bromides from the Corporate Relations and Information Branch of Environment Australia on (02) 6274 2761. Samples of the Trust banner in current materials are available if desired.

Usage	Do	Don't
<p>In text</p> <p>...the Natural Heritage Trust...</p> <p>OR (in subsequent references)</p> <p>...the Trust...</p>	<p>Any reference to the Natural Heritage Trust must be written in full and, when prefaced by <i>the</i>, this must have a lower case <i>t</i>, unless it begins a sentence. The first reference in any piece of text or speech must be the full title: <i>the Natural Heritage Trust</i>. This can be shortened in subsequent references to <i>the Trust</i>.</p>	<p>The acronym <i>NHT</i> should never be used.</p>
<p>Trust Definition</p> <p><i>The Federal Government's \$2.5 billion Natural Heritage Trust is Australia's largest ever environmental rescue package.</i></p>	<p>When looking for a descriptive paragraph of the Natural Heritage Trust, the preferred text is <i>The Federal Government's \$2.5 billion Natural Heritage Trust is Australia's largest ever environmental rescue package</i>. Additional background information and text is available from EA's Corporate Relations and Information Branch, or AFFA's Natural Heritage Trust and Landcare.</p>	

As a graphic**Natural Heritage Trust**

Helping Communities Helping Australia
A Commonwealth Government Initiative

OR



Natural
Heritage
Trust

*Helping Communities
Helping Australia*

A Commonwealth Government Initiative

The Natural Heritage Trust banner consists of the Commonwealth coat of arms and the words: *Natural Heritage Trust Helping Communities Helping Australia*.

The banner must be placed *at least* on the front page of any Trust Program publication.

The banner is a symbol, not a group of words. It should be easily recognised, much like a stop sign that is not read as the individual letters of S-T-O-P. Therefore, it must not be integrated into text or be used as part of a more complex presentation.

Typographical elements must not be modified. Elements such as drop shadows should not be added and low resolution electronic files should not be used (eg gif files).

With Program logos



A program of the Natural Heritage Trust



A program of the Natural Heritage Trust



FISHERIES
ACTION PROGRAM

A program of the Natural Heritage Trust



NATIONAL
LANDCARE
PROGRAM

A program of the
Natural Heritage Trust



National
Wetlands
Program

A program of the Natural Heritage Trust

WATERWATCH



A program of the Natural Heritage Trust

On materials relating to specific Trust Programs, use the Natural Heritage Trust banner whenever a Program logo is used.

When using the Trust banner with a program logo, it should take prominence and be at least 10 per cent bigger than the program logo.

Commonwealth Department logos	Use the Natural Heritage Trust banner rather than departmental logos on Trust Program and other Trust-related materials.	Departmental logos should never be used to replace the Natural Heritage Trust banner. There is no requirement to place departmental logos on any Trust materials.
Colour	For all one, two and full colour applications (print, Internet, slides) the Trust banner is black where a light background is used, or white where a dark background is used. For one or two colour publications not using the colour black, the Trust banner can be featured in one of the chosen colours.	The keyline border in the illustration (if present) is not intended for reproduction. Different colours must not be used for separate areas of the banner - eg the Crest must be the same colour as the rest of the banner.
Exclusion Zone	The exclusion zone (space around the banner in which no other graphic may appear) is equal to the width of the N (in <i>Natural Heritage Trust</i>) all around the banner.	
Size	The Natural Heritage Trust banner must be at least 20mm high (from bottom of text to top of Crest) for the landscape version and 42mm (from bottom of text to top of Crest) on portrait version.	Do not alter the shape or dimension of the banner or its components.
Print Media Advertisements	Starcom (formerly AIS Media) is the Federal Government's non-campaign agency, and will prepare and place non-campaign advertisements (public notices, tenders and recruitment). AIS Media have a template to be used for all Trust print advertising. All advertising must be approved by AFFA's Natural Heritage Trust and Landcare or EA's Corporate Relations and Information Branch to ensure consistency of style and assist with arrangements.	

Other levels of government	<p>All material promoting projects funded jointly by the Trust and a State or Territory Government must recognise both the Trust and the relevant Government as a source of those funds. Specifically, in addition to recognising its own contribution, each party will give recognition to the other party's contributions to projects and ensure that:</p> <ul style="list-style-type: none">(a) any publications, articles, newsletters or other literary works prepared as part of a project acknowledge that it is being conducted under the Natural Heritage Trust and has received Commonwealth and State Government financial support;(b) signs, posters or other appropriate means are used to acknowledge the Natural Heritage Trust programs and the Commonwealth and State Government financial support; and(c) each party's role and the relevant Natural Heritage Trust program is acknowledged at relevant forums, conferences and at project openings.	
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FINANCIAL AGREEMENT

This Agreement is made on the twenty-first day of May 2001
between

The Commonwealth of Australia ("the Commonwealth"), represented by the Minister for the Environment and Heritage

and

The State of Western Australia ("the State"), represented by the Department of Conservation and Land Management

for the purpose of providing Commonwealth financial assistance to the State under section 19 of the *Natural Heritage Trust of Australia Act 1997*;

for the purpose of linking Commonwealth and State priorities and programs agreed between the parties, as outlined in Attachments A and C of the Partnership Agreement; and

for specified activities to enable the State, within the financial assistance provided, to achieve, in part, the outcomes sought in Attachment A to this Partnership Agreement under the National Reserve System program.

The titles of the activities under this component of financial assistance for specified outputs, outcomes and reports in the Project Details described herein are:

N767 – Acquisition of Lochada Pastoral Lease

This Agreement comprises the entire terms and conditions for carrying out the activities described herein, and includes:

- (a) the Project/Program Details, including any Special Terms and Conditions attached to this Agreement;
- (b) the Standard Terms and Conditions as currently agreed between the parties in Attachment B of the Partnership Agreement; and
- (c) the Partnership Agreement.

SIGNED for and on behalf of the)
COMMONWEALTH of AUSTRALIA:)

... **s. 22(1)(a)(ii)**)
(Full Name))

s. 47F(1)

.....)
(Signature))

In the Presence of:)

... **s. 22(1)(a)(ii)**)
(Full Name))

s. 47F(1)

.....)
(Signature))

SIGNED for and on behalf of the State of)
WESTERN AUSTRALIA:)

... **s. 47F(1)**)
(Full Name))

s. 47F(1)

.....)
(Signature))

In the Presence of:)

.. **s. 47F(1)**)
(Full Name))

s. 47F(1)

.....)
(Signature))



PROJECT DETAILS

In accordance with the Natural Heritage Trust Partnership Agreement National Reserve System program

Project Title: Acquisition of Lochada Pastoral Lease

NRSP Project #: N767 **NHT ID:** 28429

Introduction:

Under this project the WA Department of Conservation and Land Management will purchase Lochada Pastoral Lease for addition to the national reserve system. Lochada lies on the boundary between the Avon-Wheatbelt and the Yalgoo bioregions of the Interim Biogeographic Regionalisation of Australia (IBRA). These bioregions are high priority regions for the acquisition of suitable lands to add to the national reserve system. Purchase and inclusion of the Lochada Pastoral Lease into the conservation estate will bring into the reserve system five major vegetation types that are completely unrepresented in the system at present. It will also improve the representation of five other vegetation types that are inadequately represented and will increase substantially the representation of three other vegetation types that presently have less than 1% of their pre-European extent in secure conservation reserves.

Scope

Funding provided from the National Reserve System program for this project will be applied towards meeting the direct cost of purchase of a property known as Lochada Pastoral Lease ('the property').

Project Conditions

This project shall be undertaken subject to the following conditions:

- the Western Australian Department of Conservation and Land Management (WACALM) will have responsibility for the conduct of negotiations regarding purchase of the property;
- WACALM will undertake consultation with relevant indigenous organisations to determine the indigenous cultural values and interests in the property. Such interests will be accommodated and protected in the planning and management of the property;
- WACALM has an ongoing obligation to advise the Commonwealth whether there is any fact or matter (such as an application or claim in relation to the land) that would affect the establishment of the proposed reserve and provide details of any such matter. Funding is provided on the basis that WACALM will make all due inquiries to ascertain whether or not any such fact or matter exists.
- the costs of this project in excess of the Department of Environment and Heritage contribution described in the Payments Schedule, will be met by WACALM;
- WACALM agrees to seek to have the property declared a: - Nature Reserve, National Park or Conservation Park, under the CALM Act within eighteen months after purchase of the property, or the purchase and destocking of the pastoral lease, has been completed. Extension of this period, or amendment to the proposed World Conservation Union Protected Area Management Category, may be granted where circumstances make this timeframe, or proposed IUCN category, impractical upon written request to the Commonwealth.
- WACALM agrees to prepare interim management guidelines for the property within nine months of purchase, and then prepare an appropriate management plan to manage the

property as a protected area in accordance with the proposed IUCN Protected Area Management Category and the CALM Act.

- WACALM agrees to undertake management and other works as necessary to ensure the ongoing protection of the natural values of the property;
- as soon as practicable after declaration of the property as a protected area has been completed, WACALM agrees to provide to the Environment Australia, detailed information regarding the location of the property and ecosystems present (name and extent) in computer readable form suitable for inclusion in an appropriate GIS data base; and
- WACALM agrees to provide to the Environment Australia one (1), or such number as agreed between the Project Investigator and the Liaison Officer, publication quality, thirty-five millimetre, non-textual, colour transparency of the highlights arising from the project, with a descriptive caption.

Fees

Environment Australia will contribute two thirds of the direct costs of purchase as defined in the Project Scope, up to a maximum of two hundred thousand dollars (\$200,000). Payment will be made within thirty days of receipt of evidence of a legal agreement being entered into to purchase the property.

Completion Date

The Completion Date for acquisition is 31 December 2001.

Reporting

A report on progress with the project will be provided to the nominated Environment Australia Liaison Officer on a six monthly basis with additional reports being submitted when a significant action occurs.

The nominated Environment Australia Liaison Officer will be provided with two copies of Interim Management Guidelines for the property within nine months of purchase. The Interim Management Guidelines shall include, but not be limited to, a statement of management intent and proposed IUCN protected area category. Also, a description of the property, its biodiversity values, condition and threats prior to implementation of the guidelines, its contribution to a comprehensive, adequate and representative reserve system, and proposed management actions.

If, within nine months of purchase, the property is included in an existing protected area, for which there is a current management plan in accordance with relevant legislation, Interim Management Guidelines shall not be required. However a statement which describes the property, its biodiversity values, condition and threats prior to implementation of the management plan and its contribution to a comprehensive, adequate and representative reserve system shall be provided to the nominated Environment Australia Liaison Officer.

The final report, shall be due within three months of declaration of the property as a protected area under appropriate legislation, or provision of the Interim Management Guidelines, whichever is the latter. The final report will address all Project Conditions.

Allowances:

Not applicable.

Assistance:

Not applicable.

Equipment:

Not applicable.

Intellectual Property

Ownership of Intellectual Property in all Project Material vests upon its creation with the WA Department of Conservation and Land Management. The WA Department of Conservation and Land Management grants to the Commonwealth a permanent, non exclusive, royalty-free licence to use, reproduce, adapt, commercialise and exploit such Project Material, and Intellectual Property anywhere in the world. These licensing arrangements are in accordance with Clause 6 of Attachment B to the Partnership Agreement.

Special Terms and Conditions

1. Grant to State GST Exclusive and Increase Later if necessary

1.1 The parties note:

- (a) the operation of the *A New Tax System (Goods and Services Tax Transition) Act 1999*;
- (b) that the State may be liable, or notionally liable, for tax under the *A New Tax System (Goods and Services Tax) Act 1999* in relation to transactions under this Agreement.

1.2 The amounts payable to the State under this Agreement as set out in the Project/Program details ('the Original Amounts Payable') do not include an amount to cover any liability, or notional liability, of the State for Goods and Services Tax (GST) on any taxable supplies under this Agreement as determined under *A New Tax System (Goods and Services Tax) Act 1999* (the GST Act).

1.3 If a supply made by the State under this Agreement is a taxable supply under the GST Act, the State may, by notice in writing, increase the Original Amount Payable by the Commonwealth by the amount of GST which will become payable on that part of the Original Amount Payable which relates to a taxable supply as if that part of the Original Amount Payable is the value of the supply for the purposes of the GST Act.

1.4 If required by the Commonwealth, the State shall substantiate to the Commonwealth's reasonable satisfaction how any increase in the amounts payable by the Commonwealth under clause 1.3 has been calculated before such increase will take effect.

1.5 The State agrees to issue the Commonwealth with a tax invoice in accordance with the GST Act in relation to taxable supplies made under this Agreement.

2. Any publicity events associated with this project will be organised in consultation with Environment Australia and the Minister for Environment and Heritage to optimise opportunities for their representation at such events.

Specified Personnel

The nominated Environment Australia Liaison Officer for this project is s. 22(1)(a)(ii) (tel s. 22(1)(a)(ii) and fax s. 22(1)(a)(ii)). The nominated WACALM Project Investigator is s. 47F(1) (tel s. 47F(1) and fax s. 47F(1)).

It is recognised that the Specified Personnel may change and both parties to this agreement will advise each other in writing of any such change.

FINANCIAL AGREEMENT – NATIONAL NHT
PROJECTS FOR WESTERN AUSTRALIA

This Agreement is made on the 11th day
of June, 2008

(c) the Bilateral Agreement

between

The Commonwealth of Australia ('the Commonwealth'), represented by the Department of the Environment, Water, Heritage and the Arts

SIGNED for and on behalf of the COMMONWEALTH of AUSTRALIA:)

s. 22(1)(a)(ii))

(Full Name))

s. 47F(1))

(Signature))

and

The State of Western Australia ('the State'), represented by the Department of Environment and Conservation.

In the Presence of:)

s. 22(1)(a)(ii))

(Full Name))

s. 47F(1))

(Signature))

For the *Acquisition of the Thundelarra Pastoral Lease*

For the purpose of providing Commonwealth funding to the State under section 19 of the *Natural Heritage Trust of Australia Act 1997* and/or section 5 of the *Natural Resources Management (Financial Assistance) Act 1992*; and for the purpose of achieving Trust objectives and outcomes, as outlined in clause 1G and Schedule 7 of the Bilateral Agreement.

SIGNED for and on behalf of the STATE of WESTERN AUSTRALIA:)

s. 47F(1))

(Full Name))

s. 47F(1))

(Signature))

The Activities for which the Financial Assistance is provided, including the expected outcomes, outputs and milestones are described in the Activity Details to this Agreement.

LEAD AGENCY:)

Department of Environment & Conservation)

This Agreement comprises the entire terms and conditions for carrying out the Activities described herein, and includes:

In the Presence of:)

s. 47F(1))

(Full Name))

s. 47F(1))

(Signature))

(a) the Activity Details, including special terms and conditions attached to this Agreement; and

(b) the Standard Terms and Conditions attached to this Agreement; and

ACTIVITY DETAILS

Project Title: *Acquisition of the Thundelarra Pastoral Lease*

NRS Project #: N7119

Project ID: 68829

Organisation: Western Australian Department of Environment and Conservation

Introduction

Under this project, 156,128 ha of the Thundelarra Pastoral Lease, located about 68 km north-west of Paynes Find in the Shire of Yalgoo, will be purchased for addition to the National Reserve System. The property adjoins former pastoral leases acquired for conservation to the north and west, providing a linkage between the former Burnerbinmah lease and the Warriedar/Karara/Lochada/Kadji Kadji former lease complex.

The majority of the property is located in the Tallering IBRA Sub-region of the Yalgoo IBRA Region, where the amount of land protected in existing and proposed conservation reserves is 20 percent of the Sub-region. The remainder of the property is located in the Eastern Murchison IBRA Sub-region of the Murchison IBRA Region, where the amount of land protected in existing and proposed conservation reserves is just under 8 percent of the Sub-region.

There are 13 vegetation types and 22 land systems mapped within the Thundelarra Pastoral Lease. Twelve of these vegetation types are inadequately represented (less than 15%) in the existing and proposed conservation reserve system. One of these is unrepresented and three are poorly represented. The Thundelarra Pastoral Lease contains a lignum swamp listed in the Directory of Important Wetlands in Australia as possibly the largest lignum swamp in south-western Australia. The wetland is breeding habitat for the nationally threatened freckled duck and important habitat for waders, waterbirds and migratory birds.

The Thundelarra Pastoral Lease has suffered a decline in rangeland condition due to poor winter rainfall between 2000 and 2005 along with grazing of domestic and feral animals. The decline in range condition also threatens regionally important wetlands. It adjoins existing protected areas, which may be beneficial for species and ecosystems to adapt to climate change. The area is relatively large in a landscape that retains most of its original vegetation.

The proposed reserve will be managed as an IUCN Category II protected area. The proposed management addresses IUCN management objectives and identified threatening processes. DEC is principal conservation agency in Western Australia with the capacity to undertake effective long term management. The proposed management will address rangeland decline and other threats posed by feral predators.

Scope

The scope of this Project comprises the following tasks: - the purchase of the leasehold interest in 156,128 ha of the Thundelarra Pastoral Lease ('the Land'), its declaration as a Conservation Park (IUCN Category II) under the *Conservation and Land Management Act 1984*, and development of acceptable Interim Management Guidelines and a Plan of Management in accordance with sub-clause 1.8 to this agreement.

1. Project Terms and Conditions

This Project shall be undertaken subject to the following Project Terms and Conditions:

- 1.1 Activities funded under this Agreement must not be inconsistent with the objectives and outcomes of the National Reserve System activity as noted in Clause 3.18(d) of the Bilateral and as described in Appendix 1 to this Agreement;
- 1.2 Western Australian Department of Environment and Conservation will have responsibility for the conduct of negotiations regarding purchase of the Land. Department of Environment and Conservation will seek Commonwealth approval of any changes to the area or other details of the Land to be purchased, as specified in this Agreement, prior to settlement;
- 1.3 Department of Environment and Conservation undertakes consultation with relevant Indigenous organisations to determine the Indigenous cultural values and interests in the Land. That such interests are accommodated and protected in the planning and management of the Land;
- 1.4 Department of Environment and Conservation has an ongoing obligation to advise the Commonwealth whether there is any fact or matter (such as an application or claim in relation to the land) that would affect the establishment of the proposed reserve, and provide full details of any such matter. Funding is provided on the basis that Department of Environment and Conservation will make all due inquiries to ascertain whether or not any such fact or matter exists;
- 1.5 The costs of this Project in excess of the Department of the Environment, Water, Heritage and the Arts contribution described in Funding, will be met by Department of Environment and Conservation;
- 1.6 Department of Environment and Conservation agrees to seek to have the Land declared a Conservation Park (IUCN Category II), under the *Conservation and Land Management Act 1984* within eighteen months after purchase of the Land has been completed. Extension of this period, or amendment to the proposed World Conservation Union Protected Area Management Category, may be granted where circumstances make this timeframe, or proposed IUCN category, impractical upon written request to the Commonwealth;
- 1.7 The purchase of the Land for inclusion in the NRS will be announced through a joint press release between the Western Australian Minister for the Environment and the Commonwealth Minister for the Environment within 3 months of settlement, or at an alternative agreed period after settlement. Additional publicity events associated with this Project will be organised in consultation with the Department of the Environment, Water, Heritage and the Arts and the Minister for The Environment to optimise opportunities for their representation at such events;
- 1.8 Department of Environment and Conservation agrees to prepare Interim Management Guidelines for the Land within nine months of purchase, and then prepare an appropriate Plan of Management for the Land as a Protected Area in accordance with the *Conservation and Land Management Act 1984* to manage the Land as a Conservation Park (IUCN Category II). The Department of Environment and Conservation will invite the Department of the Environment, Water, Heritage and the Arts to contribute to the planning process and subsequently invite formal comment on the draft Plan of Management for the Land during the statutory public comment period under the *Conservation and Land Management Act 1984*.

- 1.9 Department of Environment and Conservation agrees to undertake management and other works as necessary in accordance with the Interim Management Plan and the Plan of Management to ensure the on-going protection of the natural values of the Land;
- 1.10 as soon as practicable after declaration of the Land as a Protected Area has been completed, Department of Environment and Conservation agrees to provide to the Department of the Environment, Water, Heritage and the Arts, detailed information (as polygon data) regarding the location of the Land and ecosystems present (name and extent), suitable for inclusion in an appropriate data base for use in a Geographic Information System (GIS);
- 1.11 Department of Environment and Conservation agrees to supply one (1), or such number as agreed between the Project Investigator and the Project Officer, publication quality, thirty-five millimetre, non-textual, colour transparency of the Project, with a descriptive caption;
- 1.12 Further to Clause 13.3 of the Bilateral Agreement, the State undertakes to comply with the 'Natural Heritage Trust Style Guide' set out in Appendix 2.

2. Funding

The Commonwealth will contribute fifty percent (50%) of the direct costs of purchasing *156,128 hectares* of Land as defined in the Scope, provided, however, that the Commonwealth funding shall not exceed *four-hundred and forty-one thousand six-hundred and fifty dollars* (\$441,650) including GST.

3. Payment of Funding

Payment of the Commonwealth's contribution to the purchase price will be made directly to the Western Australia Department of Environment and Conservation within thirty (30) days of receipt of evidence of an agreement being entered into to purchase the Land and a correctly rendered tax invoice.

4. Completion Dates

The Completion Date for the:

- acquisition of the Land is 30 June 2008;
- development of Interim Management Guidelines is 9 months after purchase of the Land has been completed;
- declaration of the Land as a Conservation Park (IUCN Category II) under the *Conservation and Land Management Act 1984* is eighteen months after purchase of the Land has been completed, in accordance with Clause 1.6 of this Agreement; and
- development of a Plan of Management is a date to be nominated by the Western Australia Department of Environment and Conservation following completion of the Interim Management Guidelines.

5. Project Officers

The nominated Department of the Environment, Water, Heritage and the Arts Liaison Officer for this Project is s. 22(1)(a)(ii) on telephone s. 22(1)(a)(ii) and fax s. 22(1)(a)(ii)

The nominated Department of Environment and Conservation Project Investigator is s. 47F(1) on telephone s. 47F(1) and fax s. 47F(1)

It is recognised that the Specified Personnel may change and both parties to this Agreement will advise each other in writing of any such change.

6. Activity Material and Intellectual Property

- 6.1 Ownership of Intellectual Property in all Activity Material vests upon its creation with the State.

SPECIAL TERMS AND CONDITIONS

Publicity and Communication

In all communications, media and reports directly related to Activities funded under this agreement, the Commonwealth government's contribution is to be highlighted and copies sent to the Department of Agriculture, Fisheries and Forestry or the Department of the Environment, Water, Heritage and the Arts as appropriate.

Standard Terms and Conditions

The Parties agree that the Standard Terms and Conditions at Attachment 3 to the Bilateral Agreement will not apply to this Financial Agreement and that the Standard Terms and Conditions attached to this Financial Agreement will apply.

The Parties further agree that for the purposes of this Financial Agreement the following modifications to the Standard Terms and Conditions attached to this Financial Agreement will apply:

1. in clause 2.1, the definitions of "Funding Agreement", "Proponent", "Single Holding Account" and "Steering Committee" are deleted and the following definitions of "IUCN Category", "Land", "National Reserve System", "Plan of Management" and "Protected Area" are included:

"IUCN Category" means one of the six protected area management categories developed by IUCN (World Conservation Union) and approved by the IUCN General Assembly in 1994,

"Land" means the land described in Scope under Activity Details of the Schedule

"National Reserve System" means the purpose specified by the name 'National Reserve System' as a purpose of the Natural Heritage Trust of Australia Reserve, established under section 4 of the *Natural heritage Trust of Australia Act 1997* and if that purpose ceases to exist, such other purpose as, in the opinion of the Department, at the relevant time, is most nearly equivalent to that purpose of the National Reserve System.

"Plan of Management", means the a detailed plan prioritising and scheduling management actions for the Protected Area.

"Protected Area" means a protected area in accordance with the IUCN definition of a protected area for nature conservation, namely "an area of land and/or sea especially dedicated to the protection and maintenance of biological diversity, and of natural and associated cultural resources, and managed through legal or other effective means".

2. clauses 3.4 to 3.12 are deleted and the following substituted:

3.4 The Commonwealth is entitled to defer payment of an instalment until the State has completed to the satisfaction of the Commonwealth that part of the Activity to which that instalment relates including the achievement of Milestones and Expected Outcomes and the provision of required reports.

3.5 Any interest earned on funds paid to the State by the Commonwealth under this Financial Agreement will be used for purposes consistent with this Financial Agreement as agreed by the Parties. In the event that the Parties do not reach agreement on the use of the interest, or an Activity for which it is agreed the interest

will be used is terminated, or the Bilateral Agreement is terminated, the interest or that part of the interest which has not been properly expended must be paid to the Commonwealth.

- 3.6 All payments of Financial Assistance will be made to the Lead Agency.
- 3.7 Any underpayments or overpayments under a Financial Agreement will be recoverable by or from a State, as the case may be, and without limiting any other rights, may be offset against any amount subsequently due by the Commonwealth to the State under that Financial Agreement.”

3. clause 4 is deleted and the following substituted:

“Auditing, Reporting and Acquittal Requirements

- 4.1 A report on progress with the Project will be provided to the nominated Department of the Environment, Water, Heritage and the Arts Project Officer on a six monthly basis with additional reports being submitted when a significant action occurs, such as declaration of the Land as a Protected Area.
- 4.2 The nominated Department of the Environment, Water, Heritage and the Arts Project Officer will be provided with two copies of Interim Management Guidelines for the Land within nine months of purchase. The Interim Management Guidelines shall include, but not be limited to, the following: a statement of management intent and proposed IUCN Protected Area Category; a description of the Land, its biodiversity values, condition and threats prior to implementation of the guidelines; its contribution to a comprehensive, adequate and representative reserve system; proposed management actions; and schedule to prepare and implement a Plan of Management.
- 4.3 If, within nine months of purchase, the Land is included in an existing Protected Area, for which there is a current management plan in accordance with relevant legislation, Interim Management Guidelines shall not be required. However a statement which describes the Land, its biodiversity values, condition and threats prior to implementation of the Plan of Management and its contribution to a comprehensive, adequate and representative reserve system shall be provided to the nominated Department of the Environment, Water, Heritage and the Arts Project Officer.
- 4.4 The final report shall be due within three months of declaration of the Land as a Protected Area under appropriate legislation, or provision of the Interim Management Guidelines, whichever is the latter. The final report will address all Project Terms and Conditions and include a copy of the notice of declaration.
- 4.5 Within two months of the completion of the financial year in which the Commonwealth funds were provided and within two months of any termination of the Project, the State shall forward to the Commonwealth:
 - (a) financial statements, prepared by a qualified accountant, in relation to the receipt and expenditure of the Commonwealth funds and the State’s own or any other contribution to the Project; and
 - (b) a certificate signed by the Chief Executive Officer or the Chief Finance Officer of the Department of Environment and Conservation stating whether

the Commonwealth funds have been used for the purpose of the Projectand in accordance with this Agreement.”

- 4.6 The State will return Commonwealth funds that have not been spent on the Activity, or have been misspent, to the Commonwealth”;

“5. Third Parties

- 5.1 Where a third party is to undertake an Activity, or part of an Activity, the State shall ensure that the third party:

- (a) is able to manage and monitor expenditure in accordance with the State financial accounting requirements and in conformity with sound financial practices; and
 (b) meets conditions set out in this Financial Agreement and any other conditions which may be applied to the Activity from time to time.”;

5. clause 6 is deleted and the following substituted:

“6. Variations

- 6.1 The State may transfer funds between expenditure items specified in the Financial Agreement for a particular Activity.

- 6.2 The State must ensure that any transfer under clause 6.1 that varies the amount allocated to an item of expenditure within an Activity by more than 10% is not made without the prior approval of the Commonwealth”;

6. in clause 7.3, delete the words “third party” and substitute “third person”;

7. in clause 7.4, delete the following “clauses 7.2 and 7.3” and substitute “clause 7.2”;

8. clause 7.5 is deleted and the following substituted:

“7.5 Unless otherwise agreed, a Party deriving any net income from Intellectual Property in the Activity Material arising from a Financial Agreement, must pay to the other Party a share of that net income in the same proportion as the funding provided by the other Party to the Activity bears to the total of the funding provided by both Parties to the Activity.”;

9. in clause 8.2, the words “Steering Committee will” are replaced by “Parties shall”;

10. clause 8.3 is deleted and the following substituted:

“8.3 If the procedure outlined in clause 8.2 fails, the Activity may be terminated at an agreed effective date and all Commonwealth funds which have not be expended or which have been mis-spent will be returned by the State to the Commonwealth.”

11. in clause 9.1, the words “ensure that the Proponent” are deleted, and the word “complies” is deleted and the word “comply” substituted;

12. delete the last sentence of clause 9.2; and.

13. at the end of clause 10.2, add the following:

“In relation to taxable supplies made under this Financial Agreement, the State agrees that it will issue the Commonwealth a tax invoice in accordance with the GST Act. The tax invoice must be addressed as follows:

Natural Heritage Trust
[ABN: 34 190 894 983 002]
GPO Box 787
CANBERRA ACT 2601

Attention: **s. 22(1)(a)(ii)**

“Funding Agreement” means an agreement between the State and a Proponent under which the Proponent agrees to undertake Activities and the State agrees to provide funding for those Activities;

“Independent Auditor” is 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 Accountants, 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;

“Lead Agency” means the Department of Environment and Conservation;

“Material” includes documents, equipment, software, goods, information and data stored by any means;

“Milestones” means the milestones for each Activity that is specified in a Financial Agreement;

“Ministers” means the Commonwealth of Australia and State of Western Australia Ministers that are members of the Natural Resource Management Ministerial Council;

“Natural Heritage Trust” means the Natural Heritage Trust of Australia Account established under the Natural Heritage Trust of Australia Act 1997;

“Parties” means the Commonwealth of Australia and the State;

“Partnership Agreement” means the agreement between the Commonwealth, the State and the Regional Group or Groups, that details the agreed investment proposals and accountability requirements for NHT investment within the Priority Investment Regions;

“Program” means the NHT Extension Trust programs outlined in Schedule 7 of the Bilateral Agreement;

“Proponent” means the organisation responsible for an Activity;

“Single Holding Account” means the interest bearing operating account within the Department of Agriculture charged with holding Commonwealth funds in Western Australia;

“State” means the State of Western Australia;

“Steering Committee” means the Commonwealth/State Steering Committee established to undertake the tasks outlined in clauses 2.40 to 2.46 of the Bilateral Agreement.

2.2 In these Standard Terms and Conditions, unless the contrary intention appears:

- (a) words importing a gender include each gender;
- (b) words in the singular number include the plural and words in the plural number include the singular;
- (c) words importing persons include a partnership and a body whether corporate or otherwise;

**STANDARD TERMS AND CONDITIONS OF FINANCIAL AGREEMENTS
BETWEEN THE COMMONWEALTH AND THE STATE OF WESTERN
AUSTRALIA FOR THE PURPOSES OF FINANCIAL ASSISTANCE UNDER THE
NATURAL HERITAGE TRUST (NATIONAL)**

1 Preamble

- 1.1 This Attachment to the Financial Agreement sets out the terms and conditions under which Financial Assistance is to be provided under the Bilateral Agreement to the State.
- 1.2 Financial Assistance will be provided consistent with the objectives of the Natural Heritage Trust and the Bilateral Agreement between the Commonwealth and the State, of which this Attachment forms a part.
- 1.3 In the event of any conflict between the terms and conditions contained in the Bilateral Agreement, terms and conditions specific to an approved activity, and these Standard Terms and Conditions, the order of precedence amongst the documents will be as follows:
- (a) the terms and conditions specific to an activity under a Financial Agreement;
 - (b) these Standard Terms and Conditions; and
 - (c) the Bilateral Agreement.

2. Interpretation

- 2.1 In these Standard Terms and Conditions unless the contrary intention appears:

“Activity” or “Project” means a task agreed by the parties to be undertaken and for which Financial Assistance is paid under this Financial Agreement;

“Activity Details” means the Activity Details set out in the Schedule to this Financial Agreement;

“Activity Material” means all Material created by the Commonwealth, the State or a third party as part of or in the performance of an Activity, and includes new, enhanced or derived data;

“Asset” is a capital item to the value of \$5,000 or more;

“Bilateral Agreement” means an agreement made between the Commonwealth and the State under section 19 of the *Natural Heritage Trust of Australia Act 1997* of the type referred to in section 19(4) and includes the Attachments to the Bilateral Agreement;

“Expected Outcomes” means the expected outcomes for each Activity or Project as specified in a Financial Agreement;

“Financial Agreement” means an agreement made between the Commonwealth and the State under section 19 of the *Natural Heritage Trust of Australia Act 1997*, section 5 of the *Natural Resources Management (Financial Assistance) Act 1992*, for provision of Financial Assistance to undertake Activities. A Financial Agreement consists of these Standard Terms and Conditions, the completed Financial Agreement (pro forma) including the Activity Details and any special terms and conditions, and the Bilateral Agreement;

“Financial Assistance” means the funding provided by the Commonwealth to the State from the Natural Heritage Trust under a Financial Agreement;

- (d) clause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer; and
- (e) all references to clauses are clauses in these Standard Terms and Conditions unless otherwise specified.

3. Payment of Financial Assistance

- 3.1 Payments of Financial Assistance will be in accordance with a signed Financial Agreement.
- 3.2 Payments will be made for Activities with specified outputs and outcomes.
- 3.3 Payments made to the State under a Financial Agreement will be in accordance with these Standard Terms and Conditions unless specifically varied within a signed Financial Agreement for defined Activities.
- 3.4 All payments from the Commonwealth will be paid into the Single Holding Account, in progressive instalments under a Financial Agreement. Any cash contributions which the State is required to make under a Financial Agreement will also be paid by the State into the Single Holding Account.
- 3.5 Interest earned on all funds held in the Single Holding Account will accumulate in that Account and be offset against Commonwealth and State cash instalments due to be paid into the Account. Interest will be offset against those instalments in accordance with the proportion of cash funds standing to the credit of each party from time to time as determined by the Steering Committee.
- 3.6 Funds released from the Single Holding Account will be paid by the lead agency to the Proponent in accordance with a signed Funding Agreement, except where the Proponent is the State or an agency of the State, in which case the Steering Committee will specify the terms of the provision of funding to the State Proponent. The lead agency will be responsible for timely payment to proponents. The proponent will administer the funds in accordance with the Funding Agreement in undertaking the activities.
- 3.7 Payment of funds from the Single Holding Account for approved Activities must be agreed to by the Steering Committee. The Steering Committee will be responsible for:
 - (a) agreeing to the release of funding from the Single Holding Account;
 - (b) reviewing quarterly financial reports submitted by each Proponent for each Activity being undertaken by that Proponent in accordance with the relevant Funding Agreement;
 - (c) reviewing six monthly progress reports submitted by each Proponent in relation to each Activity being undertaken by that Proponent in accordance with the relevant Funding Agreement; and
 - (d) agreeing the value of the State's in-kind contribution in accordance with agreed principles and guidelines.
- 3.8 Release of funds from the Single Holding Account for an Activity may be deferred until agreed actions for that Activity have been completed to the satisfaction of the Steering Committee.
- 3.9 All payments of Financial Assistance will be made to the Lead Agency.
- 3.10 Payments of Financial Assistance will be by quarterly instalments in advance unless otherwise agreed. Payments after the first payment will be conditional on performance against agreed Milestones, unless otherwise agreed by the Parties.

- 3.11 The Commonwealth is not required to make further payments into the Single Holding Account in relation to an Activity unless the State has provided a financial report to the Steering Committee accounting for payments already made in relation to that Activity. The report will set out particulars of:
- (a) funds paid to the Proponent under the Funding Agreement;
 - (b) expenditure for each Activity;
 - (c) current balance of the Single Holding Account in relation to that Activity; and
 - (d) estimated funding requirements of the Proponent for the next quarter to enable it to carry out that Activity.
- 3.12 Any overpayments from the Single Holding Account must be recovered by the State. If there are any overpayments or underpayments from the Single Holding Account, without limiting any other rights, those amounts may be offset against any amount subsequently due to be paid by the Commonwealth to the State under a Financial Agreement.

4. Reporting and Auditing Requirements

- 4.1 The State, through the lead agency, shall provide to the Commonwealth, within three months of the end of each financial year, an audited annual financial statement of the Single Holding Account by an independent auditor, and an annual report of progress to the Steering Committee for Activities under a Financial Agreement. The audited statement will include:
- (a) Commonwealth funds received into the Single Holding Account;
 - (b) New and additional State funds received into the Single Holding Account;
 - (c) funds received from the Single Holding Account by each Proponent, Activity and each region;
 - (d) Single Holding Account funds expended by each Proponent and Activity and by Region, Project and Program; and
 - (e) The agreed value of the State cash and in-kind contributions received by each Region and Program.
- 4.2 The audited statements will include a certification signed by an authorised official of the State ("certifying officer"), stating that in the opinion of the certifying officer, the amounts shown on the statement of expenditure were spent in accordance with the terms and conditions of the Financial Agreement.
- 4.3 The report to the Steering Committee should include the status of acquittals of Activities outlined in the relevant Funding Agreement(s). Proponents who are to receive ongoing funding and have failed to submit the required acquittance information, or have submitted inadequate information, should be advised that no further funds will be released until the information has been submitted.
- 4.4 The State will report on activities supported through State matching contributions. The format of the report will be agreed by the Steering Committee.
- 4.5 The State must ensure that each Proponent submits to the lead agency for each Activity:
- (a) quarterly financial reports;
 - (b) 6 monthly progress reports; and
 - (c) final reports within 90 days of completion of the Activity

and must ensure that this requirement is reflected in the Funding Agreement made with each Proponent.

4.6 Within 30 working days of receiving progress reports from a Proponent under clause 4.5, the State must report to the Steering Committee on the following:

- (a) progress of each Activity against the relevant Milestones;
- (b) progress of each Activity against the relevant Expected Outcomes;
- (c) if any Milestone has not been completed, reasons for the delay and a revised timetable of Activities and Milestones;
- (d) a report on Natural Heritage Trust funds expended by Program.

4.7 Reports about the progress of each Activity against the Milestones and the Expected Outcomes that are submitted under this Agreement must be consistent with Part 8.25 of the Bilateral Agreement.

4.8 The State will require that the Proponent return Commonwealth funds that have not been spent on the Activity, or have been mis-spent. The State will deposit those funds into the Single Holding Account to be available for reallocation to alternative activities by the Steering Committee on such terms as the Steering Committee determines.

5. Third Parties

5.1 Where the Proponent is to undertake an Activity, or part of an Activity, under a Funding Agreement, the State shall ensure that the Proponent:

- (a) is able to manage and monitor expenditure in accordance with the State financial accounting requirements and in conformity with sound financial practices; and
- (b) meets conditions set out in the Financial Agreement and any other conditions which may be applied to the Activity from time to time.

6. Variations

6.1 The Parties agree that a Proponent may, subject to clause 3.7 and clause 6.2, vary the expenditure an Activity by re-allocating expenditure between expenditure items specified in the Funding Agreement for that Activity.

6.2 The State must ensure that any variation under clause 6.1 that varies the amount allocated to an item of expenditure within an Activity by more than 10% requires the prior approval of the Steering Committee.

6.3 The Steering Committee may decide if necessary, after examining progress reports, to vary the amount of an instalment from the Single Holding Account for an Activity.

7. Activity Material and Intellectual Property

7.1 The Parties will agree upon the ownership of Intellectual Property in Activity Material arising from a Financial Agreement on a case-by-case basis when each Financial Agreement is entered into.

7.2 Unless the Parties specifically agree otherwise, one or other of the Parties will own the Intellectual Property in the Activity Material. Where Intellectual Property in the Activity Material is owned by one Party, that Party agrees to grant to the other Party a permanent, non-exclusive, royalty-free licence to use, reproduce, adapt, commercialise and exploit the Activity Material and Intellectual Property anywhere in the world.

- 7.3 A Party engaging a third party for the purposes of the Activity must engage the third person on the express written condition that the third person grants to both the Commonwealth and the State permanent, non-exclusive, royalty-free licence to use, reproduce, adapt, commercialise and exploit any Intellectual Property created by the Activity, anywhere in the world and that licence contains a warranty from the third person that the third person has not breached the intellectual property rights of any third party.
- 7.4 The Party who is the owner or custodian of Intellectual Property in Activity Material will provide the other Party with a copy of the Material upon request, and execute all documents necessary for the grant of the licence referred to in clauses 7.2 and 7.3.
- 7.5 Unless otherwise agreed, a Party deriving any net income from the Intellectual Property in the Activity Material arising from a Financial Agreement, must pay to the other Party a share of that net income in the same proportion as the amount of Financial Assistance provided by the other Party to the Activity bears to the total of the Financial Assistance provided by both Parties to the Activity.
- 7.6 Ownership of Intellectual Property in any pre-existing Material owned by the Commonwealth, the State or a third party is unaffected by this clause, unless otherwise agreed.
- 7.7 No Assets can be acquired for private purposes using funding under a Financial Agreement, except where there is an identified public benefit as part of a funded Activity, and where it is explicitly agreed.
- 7.8 Unless otherwise agreed between the Parties, Assets required for Activity implementation and acquired with the Financial Assistance under a Financial Agreement, shall be deemed to be the property of the State, provided that they are used to advance the objectives of the Natural Heritage Trust following completion of the Activity. For Commonwealth monitoring purposes, the State must maintain a register of assets in accordance with its own accounting practices for Assets acquired under a Financial Agreement.
- 7.9 All data will be managed in accordance with Section 11 of the Bilateral Agreement.
- 7.10 To the extent that Activity Material or pre-existing Material comprises traditional indigenous knowledge, which is culturally sensitive to indigenous group(s), the Commonwealth and the State 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 group(s).

8. Termination and/or Non-performance

- 8.1 Either party may review an Activity, in whole or in part, according to the provisions provided in this clause.
- 8.2 Where a party considers the performance of an Activity has not fulfilled the conditions of the Financial Agreement, and the Lead agency cannot resolve the matter, the Steering Committee will attempt to address the concern in the following manner:
- (a) use their best endeavours to negotiate a review of the Activity, including funding levels, and to identify deficiencies and how to best meet Activity outputs, Expected Outcomes and Milestones;
 - (b) attempt to resolve any dispute in the manner described in Clause 14.1 of the Bilateral Agreement; and
 - (c) implement the agreed resolution.

- 8.3 If the procedure outlined in clause 8.2 fails, the Activity may be terminated by either Party at an agreed effective date and unexpended funds held by the proponent in respect of that Activity or which have been mis-spent by the proponent will be recovered by the State and deposited in the Single Holding Account. Such recovered funds, along with any other funds held in the Single Holding Account in respect of the terminated Activity will be reallocated to alternative Activities by the Steering Committee on such terms as the Steering Committee determines.
- 8.4 If an Activity is terminated or its scope amended, the Commonwealth will be liable only for:
- (a) payments under the payment provisions of the Financial Agreement for work undertaken before the effective date of termination; and
 - (b) payments proportional to the extent of work undertaken and committed to contractually before the effective date of termination.
- 8.5 In the event of partial termination of the scope of an Activity, the Commonwealth's funding liability under the Financial Agreement will, in the absence of agreement to the contrary, abate proportionately to the reduction in the Activity's scope.
- 8.6 The Commonwealth will not be liable to pay compensation in an amount that would, in addition to any amounts paid or due, or becoming due, to the State for the Activity, exceed the total Financial Assistance for that Activity set out in the Financial Agreement.

9. Compliance with Law

- 9.1 The State will ensure that the Proponent, in carrying out the Activity, complies with the provisions of any relevant statutes, regulations, by-laws, and requirements of the Commonwealth, and the State.
- 9.2 The State agrees to use or disclose personal information obtained in the course of performing this Agreement only for the Purposes of this Agreement and not to do any act or engage in any practice that would breach an Information Privacy Principle (IPP) contained in section 14 of the *Privacy Act 1988*, which if done or engaged in by an agency of the Commonwealth, would be a breach of that IPP. The State will ensure that any Funding Agreement entered into for the Purposes of this Agreement contains provisions to ensure that the Proponent has the same awareness and obligations as the State has under this clause.

10. Taxes, Duties and Government Charges

- 10.1 Subject to this clause, all taxes, duties and government charges imposed or levied in Australia or overseas in connection with a Financial Agreement must be borne by the State.
- 10.2 The Financial Assistance contributed by the Commonwealth under a Financial Agreement includes GST for supplies provided by the State to the Commonwealth in accordance with a Financial Agreement and which are Taxable Supplies within the meaning of the GST Act.
- 10.3 The Financial Assistance payable by the Commonwealth to the State under a Financial Agreement must not include any amount that represents GST paid by the State on its own inputs and for which an input tax credit is available to the State.
- 10.4 Any refund of unspent Financial Assistance must be inclusive of GST and must be accompanied by an adjustment note under the GST Act relating to taxable supplies for which the State previously issued to the Commonwealth a tax invoice.

Appendix 1

NATIONAL RESERVE SYSTEM ACTIVITY

National Goal

To assist with the establishment and maintenance of a comprehensive, adequate and representative system of reserves in Australia.

National Objectives

Through working with all levels of government, industry and the community:

- establish and manage new ecologically significant protected areas for addition to Australia's terrestrial National Reserve System;
- provide incentives for Indigenous people to participate in the National Reserve System through voluntary declaration of protected areas on their lands and support for greater involvement of indigenous people in the management of existing statutory protected areas;
- provide incentives for landholders (both private and lessees) to strategically enhance Australia's National Reserve System; and
- develop and implement best practice standards for the management of the National Reserve System.

National Outcomes

- 1 The cooperative development by the Commonwealth and States/Territories of a strategic land acquisition program which focuses on those ecosystems and biodiversity elements that are unrepresented or under represented in the reserve system, using the *Interim Biogeographic Regionalisation for Australia* (IBRA) and the *Australian Guidelines for Establishing the National Reserve System*, endorsed by ANZECC as part of the framework for prioritising additions to the National Reserve System.

- 2 A significant increase in the area reserved that contributes to a comprehensive, adequate and representative system of protected areas, with a focus on those regions where ecosystem representation is lowest. Priorities will be reviewed from time to time in consultation with the protected area agency in each jurisdiction.
- 3 The voluntary establishment of protected areas which are dedicated to long term conservation across a range of land tenures including lands owned and/or managed by Indigenous people and other private lands, particularly where acquisition through purchase is not feasible.
- 4 Plans of management, or other agreed management guidelines, prepared for all properties acquired with the assistance of the National Reserve System Activity.
- 5 Integration of biodiversity conservation, including National Reserve System objectives, into regional/catchment strategies.
- 6 The establishment of protected areas on private land managed primarily for their long term biodiversity conservation.
- 7 Improved knowledge of ecosystem distribution, components and threatening processes in high priority or poorly known regions identified through IBRA, endorsed by the Australian and New Zealand Environment and Conservation Council (ANZECC) as a basis for identifying deficiencies in the existing National Reserve System.
- 8 The adoption by nature conservation agencies of nationally consistent principles and best practice standards for the improved management of protected areas.
- 9 Improved public awareness of the role and value of protected areas, and of implementing a range of conservation management measures to protect biodiversity.



Australian Government

STYLE GUIDELINES: NATURAL HERITAGE TRUST

DECEMBER 2005

INTRODUCTION

The consistent presentation of the Natural Heritage Trust is important to build recognition and reinforce the links between a wide range of Trust-funded activities. This interim style guide (currently being updated) sets out formats and specifications for presentation of the Natural Heritage Trust from late 2005. It supersedes any previous information about how the Trust is to be presented and must be used for all references to the Trust.

Graphic designers, printers and desktop publishers should be provided with a copy of the Style Guide before they commence work so costly changes are not required later.

BACKGROUND

The \$3 billion Natural Heritage Trust is the Australian Government's major environment initiative, designed to foster a partnership between the community, industry and all levels of government in the pursuit of better environmental and natural resource management outcomes for Australia. The Government's aim is to raise public awareness of and involvement in the Trust and Trust-funded projects, their benefits and the key role of the Australian Government in these environmental and natural resource management activities.

NATURAL HERITAGE TRUST PROGRAMS

Rivercare, Coastcare, Bushcare and Landcare are the four themes of the Natural Heritage Trust. Aligning with the themes water, coasts and marine, biodiversity, and sustainable agriculture they help identify the Trust's specific goals. Many communities have adopted the themes as describing their volunteer networks and identity, based on arrangements in the first phase of the Natural Heritage Trust.

The four themes do not represent discrete funding sources and are therefore not separately identified with logos for publicity purposes. Natural Heritage Trust investment is made through regional natural resource management plans and investment strategies, and the Australian Government Envirofund.

COORDINATION OF TRUST PROMOTIONAL MATERIAL

All groups administering Trust-funded initiatives should ensure that communications activities are developed in conjunction with the NRM Communications Unit. Contact the unit on (02) 6274 1111 or email nht@environment.gov.au.



NON-TRUST PROMOTIONAL MATERIAL

Consideration should be given to publicising the Trust in the promotional material of non-Trust publications where the activities being promoted relate strongly to other activities coming within the ambit of the Trust. This would apply to activities specifically related to one of the four key themes of the Trust: water, coasts and marine, biodiversity, and sustainable agriculture. It would not apply to activities such as national park administration, which have only a general correlation to the Trust.

USING THE RIGHT LOGO

Due to interim branding arrangements, the Australian Government logo – which includes the Commonwealth Coat of Arms and the words Australian Government – should be used when acknowledging NHT programs or funding rather than the specific NHT program logo. There are two versions available – horizontal and vertical.

To ensure its visual integrity and consistency, the logo should be reproduced from unaltered electronic versions. This logo is available in various electronic formats from the NRM Communications Unit.

Usage	Do	Don't
<p>In text</p> <p>...the Natural Heritage Trust...</p> <p>OR (in subsequent references)</p> <p>...the Trust...</p>	<p>Any reference to the Natural Heritage Trust must be written in full and, when prefaced by <i>the</i>, this must have a lower case <i>t</i>, unless it begins a sentence. The first reference in any piece of text or speech must be the full title: <i>the Natural Heritage Trust</i>. This can be shortened in subsequent references to <i>the Trust</i>.</p>	<p>The acronym <i>NHT</i> should never be used.</p>
<p>As a graphic</p>  <p>OR</p> 	<p>The logo must be placed <i>at least</i> on the front page of any Trust Program publication.</p>	<p>The logo is a symbol, not a group of words. It should be easily recognised, much like a stop sign that is not read as the individual letters of S-T-O-P. Therefore, it must not be integrated into text or be used as part of a more complex presentation.</p> <p>Typographical elements must not be modified. Elements such as drop shadows should not be added and low resolution electronic files should not be used (eg gif files).</p>
<p>Colour</p>	<p>The logo must be reproduced in one colour only, preferably black. However, the crest can be reversed white on a dark colour. The contrast should always be carefully considered.</p>	<p>The keyline border in the illustration (if present) is not intended for reproduction. Different colours must not be used for separate areas of the logo - eg the Crest must be the same colour as the rest of the logo.</p>
<p>Exclusion Zone</p>	<p>The exclusion zone (space around the logo in which no other graphic may appear) is equal to the width of the A (in <i>Australian Government</i>) all around the logo.</p>	

Size	The logo must be at least 20mm high (from bottom of text to top of Crest) for the landscape version and 42mm (from bottom of text to top of Crest) on portrait version.	Do not alter the shape or dimension of the logo or its components.
Print Media Advertisements	HMA Blaze is the Australian Government's non-campaign advertising agency, and will prepare and place non-campaign advertisements (public notices, tenders and recruitment). HMA Blaze has a template to be used for all Trust print advertising. All advertising must be approved by the NRM Communications Unit to ensure consistency of style and assist with arrangements.	
Other levels of government	<p>All material promoting projects funded jointly by the Trust and a State or Territory Government must recognise both the Trust and the relevant Government as a source of those funds. Specifically, in addition to recognising its own contribution, each party will give recognition to the other party's contributions to projects and ensure that:</p> <p>(a) any publications, articles, newsletters or other literary works prepared as part of a project acknowledge that it is being conducted under the Natural Heritage Trust and has received Australian and State Government financial support;</p> <p>(b) signs, posters or other appropriate means are used to acknowledge the Natural Heritage Trust programs and the Australian and State Government financial support; and</p> <p>(c) each party's role and the relevant Natural Heritage Trust program is acknowledged at relevant forums, conferences and at project openings.</p>	

FINANCIAL AGREEMENT

This Agreement is made on the 6th day of June, 2003 between

The Commonwealth of Australia ('the Commonwealth'), represented by Environment Australia. and

The State of Western Australia ("the State"), represented by the Department of Conservation and Land Management

for the purpose of providing Commonwealth funding to the State under section 19 of the Natural Heritage Trust of Australia Act 1997 and/or section 5 of the Natural Resources Management (Financial Assistance) Act 1992; and

for the purpose of achieving Trust priorities and outcomes, as outlined in Schedule 7 of the Bilateral Agreement.

The titles of the activities under this component of financial assistance for specified outputs, outcomes and reports in the Project Details described herein are:

N798 – Acquisition of Kadji Kadji Pastoral Lease for inclusion in the national reserve system

This Agreement comprises the entire terms and conditions for carrying out the Activities described in:

- (a) the Project Details, including any Special Terms and Conditions attached to this Financial Agreement;
(b) the Standard Terms and Conditions in Attachment 3 of the Bilateral Agreement;
(c) the Bilateral Agreement.

SIGNED for and on behalf of the COMMONWEALTH of AUSTRALIA:

s. 22(1)(a)(ii) (Full Name)

s. 47F(1) (Signature)

In the Presence of:

s. 22(1)(a)(ii) (Full Name)

s. 47F(1) (Signature)

SIGNED for and on behalf of the STATE OF WESTERN AUSTRALIA:

s. 47F(1) (Full Name)

s. 47F(1) (Signature)

In the Presence of:

s. 47F(1) (Full Name)

s. 47F(1) (Signature)

PROJECT DETAILS

Project Title: Acquisition of Kadji Kadji Pastoral Lease for inclusion in the national reserve system

NRS Project #: N798

NHT ID: 41129

Introduction:

Under this project the Western Australian Department of Conservation and Land Management (CLM) will purchase the Land known as Kadji Kadji Pastoral Lease for addition to the national reserve system. Kadji Kadji Pastoral Lease contains samples of acacia shrublands, York Gum woodlands, hummock grasslands and salt lake communities, 14 vegetation types in all, including 6 types restricted in their occurrence. Five vegetation types are poorly represented (<5%) in the current reserve system including two with <2% in reserves. The property adjoins the Lochada and Karara Pastoral Leases purchased for reservation and contains 3 vegetation types not found on these properties, thus is important in consolidating new reserves in this area. The property is owned by the same landholder who owned Lochada and as the lease has been conservatively stocked for some time and has carried no stock few for the last two years so is considered to mostly be in good condition. The small area (1100 ha) cleared for cultivation is regenerating with native species.

The Avon Wheatbelt IBRA region is a very high priority region and Yalgoo a moderate priority region for the development of the national reserve system and the acquisition of this property will make an important contribution to the development and consolidation of the reserve system within these regions and the implementation of the Gascoyne Murchison Strategy.

Scope

The scope of this Project comprises the following tasks: - the purchase of Kadji Kadji Pastoral Lease ('the Land'), its declaration as a Conservation Park under the *Conservation and Land Management Act 1984* and the development of acceptable Interim Management Guidelines in accordance with sub-clause 1.8 to this Agreement.

Special Terms and Conditions

This project shall be undertaken subject to the following conditions:

- 1.1 Activities funded under this Agreement must not be inconsistent with the objectives and outcomes of the National Reserve System activity as noted in Clause 3.18(d) of the Bilateral and as described in Appendix 1 to this Agreement;
- 1.2 Western Australian Department of Conservation and Land Management (CLM) will have responsibility for the conduct of negotiations regarding purchase of the Land. CLM will seek Commonwealth approval of any significant changes to the area or other details of the Land to be purchased, as specified in this Agreement, prior to settlement.;
- 1.3 CLM undertakes consultation with relevant Indigenous organisations to determine the Indigenous cultural values and interests in the Land. That such interests are accommodated and protected in the planning and management of the Land;
- 1.4 CLM has an ongoing obligation to advise the Commonwealth whether there is any fact or matter (such as an application or claim in relation to the land) that would affect the establishment of the proposed reserve, and provide full details of any such matter. Funding is provided on the basis that CLM will make all due inquiries to ascertain whether or not any such fact or matter exists;

- 1.5 the costs of this project in excess of the Environment Australia contribution described in Funding, will be met by CLM;
- 1.6 CLM agrees to seek to have the Land declared a Conservation Park (IUCN Category II) under the *Conservation and Land Management Act 1984* within eighteen months after purchase and destocking of the Land has been completed. Extension of this period, or amendment to the proposed World Conservation Union Protected Area Management Category, may be granted where circumstances make this timeframe, or proposed IUCN category, impractical upon written request to the Commonwealth;
- 1.7 the purchase of the Land for inclusion in the NRS will be announced through a joint press release between the Western Australian Minister for the Environment and the Commonwealth Minister for Environment and Heritage within 3 months of settlement, or at an alternative agreed period after settlement. Additional publicity events associated with this project will be organised in consultation with Environment Australia and the Minister for Environment and Heritage to optimise opportunities for their representation at such events;
- 1.8 CLM agrees to prepare Interim Management Guidelines for the Land within nine months of purchase, and then prepare an appropriate Plan of Management for the Land as a Protected Area in accordance with the *Conservation and Land Management Act 1984* to manage the Land as an IUCN Category II: Conservation Park;
- 1.9 CLM agrees to undertake management and other works as necessary to ensure the on-going protection of the natural values of the Land;
- 1.10 as soon as practicable after declaration of the Land as a Protected Area has been completed, CLM agrees to provide to the Environment Australia, detailed information (as polygon data) regarding the location of the Land and ecosystems present (name and extent), suitable for inclusion in an appropriate data base for use in a Geographic Information System (GIS);
- 1.11 CLM agrees to supply one (1), or such number as agreed between the Project Investigator and the Project Officer, publication quality, thirty-five millimetre, non-textual, colour transparency of the project, with a descriptive caption;
- 1.12 Further to Clause 13.3 of the Bilateral Agreement, the State undertakes to comply with the 'Natural Heritage Trust Style Guide' set out in Appendix 2.

2. Funding

Environment Australia will contribute fifty percent (50%) of the direct costs of purchase of the Land, exclusive of GST, as defined in the Scope, up to a maximum of *one hundred and sixty thousand dollars (\$160,000)*.

3. Payment of Funding

Notwithstanding the provisions of Clause 3 of Attachment 3 to the Bilateral Agreement, payment of the Commonwealth's contribution to the purchase price will be made directly to the Western Australia Department of Conservation and Land Management within thirty (30) days of receipt of evidence of an agreement being entered into to purchase the Land.

4. Taxes, Duties and Government Charges

Notwithstanding the provisions of Clause 10 of Attachment 3 to the Bilateral Agreement, Funds provided under this Agreement will be exclusive of GST.

5. Completion Dates

The Completion Date for the:

- acquisition of the Land is 31 December 2003;
- development of Interim Management Guidelines is 9 months after purchase of the Land has been completed, and;

- declaration of the Land as a Conservation Park (IUCN Category II) under the *Conservation and Land Management Act 1984* is eighteen months after purchase and destocking of the Land has been completed, in accordance with Clause 1.6 of this Agreement.

6. Specified Personnel

The nominated Environment Australia Liaison Officer for this project is [s. 22(1)(a)(ii)] on telephone [s. 22(1)(a)(ii)] and fax [s. 22(1)(a)(ii)]. The nominated CLM Project Investigator is [s. 47F(1)] on telephone [s. 47F(1)] and fax [s. 47F(1)].

It is recognised that the Specified Personnel may change and both parties to this Agreement will advise each other in writing of any such change.

7. Reporting and Auditing Requirements

- 7.1 Notwithstanding the provisions of Clause 4 of Attachment 3 to the Bilateral Agreement, a report on progress with the project will be provided to the nominated Environment Australia Project Officer on a six monthly basis with additional reports being submitted when a significant action occurs, such as declaration of the Land as a Protected Area.
- 7.2 The nominated Environment Australia Project officer will be provided with two copies of Interim Management Guidelines for the Land within nine months of purchase. The Interim Management Guidelines shall include, but not be limited to, the following: a statement of management intent and proposed IUCN Protected Area Category; a description of the Land, its biodiversity values, condition and threats prior to implementation of the guidelines; its contribution to a comprehensive, adequate and representative reserve system; proposed management actions; and schedule to prepare and implement a Plan of Management.
- 7.3 If, within nine months of purchase, the Land is included in an existing Protected Area, for which there is a current management plan in accordance with relevant legislation, Interim Management Guidelines shall not be required. However a statement which describes the Land, its biodiversity values, condition and threats prior to implementation of the Plan of Management and its contribution to a comprehensive, adequate and representative reserve system shall be provided to the nominated Environment Australia Project Officer.
- 7.4 The final report shall be due within three months of declaration of the Land as a Protected Area under appropriate legislation, or provision of the Interim Management Guidelines, whichever is the latter. The final report will address all Special Terms and Conditions and include a copy of the notice of declaration.
- 7.5 The funds will be considered to have been acquitted upon receipt of evidence of a legal agreement being entered into to purchase the Land and the project acquitted upon receipt of a copy of the Declaration of the Land as a reserve under the nominated IUCN category.
- 7.6 For funds other than the direct cost of purchase, a statement of compliance signed by the Chief Executive Officer and the Chief Finance Officer of the Organisation certifying whether all of the funds received were expended for the purpose of and in accordance with this Agreement and whether the Organisation's contribution and the contributions of other parties apart from the Commonwealth were expended for the purposes of the project will be required within two (2) months of the completion of the financial year or termination of this Agreement.

8. Activity Material and Intellectual Property

- 8.1 Ownership of Intellectual Property in all Project Material vests upon its creation with the WA Department of Conservation and Land Management.

8.2 The WA Department of Conservation and Land Management grants to the Commonwealth a permanent, non-exclusive, royalty-free licence to use, reproduce, adapt, commercialise and exploit such Project Material, and Intellectual Property anywhere in the world in accordance with Section 7, Attachment 3 of the Bilateral Agreement.

9. Termination, Amendment and/or Non-performance

9.1 Either party may review or terminate a project or program, in whole or in part, according to the provisions provided in this clause.

9.2 Notwithstanding the provisions of Clause 8 of Attachment 3 to the Bilateral Agreement, where a party considers the performance of a program or project under a Financial Agreement has not fulfilled the conditions of the Agreement, and relates to some essential part of the project or program and is not simply of a minor or trivial nature, the parties will attempt to address the concern in the following manner:

- (a) use their best endeavours to negotiate a review of the project or program, including funding levels, and to identify deficiencies and how to best meet project or program outputs, outcomes and milestones;
- (b) attempt to resolve any dispute in the manner described in Clause 14.14 of the Bilateral Agreement; and
- (c) if this fails, to terminate the project or program, at an agreed effective date, and to recover funds.

9.3 Notwithstanding the provisions of Clause 8 of Attachment 3 to the Bilateral Agreement, if a project or program is terminated or its scope is amended, the Commonwealth, will be liable only for:

- (a) payments under the payment provisions of the Financial Agreement for work undertaken before the effective date of termination;
- (b) payments proportional to the extent of work undertaken and committed to contractually before the effective date of termination; and
- (c) subject to clauses 9.4 and 9.5, any reasonable costs incurred by the State and directly attributable to the termination or partial termination of the project.

9.4 In the event of amendment of the scope of a project or program the Commonwealth's funding liability under the Financial Agreement will, in the absence of agreement to the contrary, abate proportionately to the reduction in the project or program scope.

9.5 The Commonwealth will not be liable to pay compensation in an amount which would, in addition to any amounts paid or due, or becoming due, to the State for the project or program, exceed the total funding set out in the Financial Agreement.