



Department of Water
Department of Parks and Wildlife
Department of Regional Development



ROYALTIES
FOR REGIONS

Partnership Agreement

New Regional and Statewide Initiatives
Royalties for Regions Project

Revitalising Geographe Waterways

**Department of Parks and Wildlife
and the Department of Water**

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THIS Agreement is made on the 30th day of May 2016

BETWEEN:

The Department of Water, 168 St Georges Terrace PERTH WA 6000 (Department).

AND

Department of Parks and Wildlife, 17 Dick Perry Avenue, Technology Park, Western Precinct, KENSINGTON WA 6151 (Recipient).

RECITALS

- (a) The Department of Water (DoW) has entered into a Memorandum of Understanding with the Department of Regional Development (DRD) under which the DoW agreed to partner with other organisations to deliver individual projects under the Revitalising Geopraphe Waterways program (MoU).
- (b) The DoW is the Lead Agency delivering the Revitalising Geopraphe Waterways Program and the Recipient will deliver two projects under the Revitalising Geopraphe Waterways Program.
- (c) Under its MOU with DRD the DoW will report to the Vasse Taskforce and DRD on the status of the program, including the projects that the Recipient will deliver.
- (d) DoW and the Recipient, the Department of Parks and Wildlife, are entering into this Agreement to govern the terms and conditions in relation to the delivery of the Project.
- (e) The Department of Parks and Wildlife is a State government department with primary responsibility for managing the State's national parks, marine parks, State forests and other reserves, for conserving and protecting native animals and plants, and for managing many aspects of the access to and use of the state's wildlife and natural areas. The Department of Parks and Wildlife is also a partner on the Vasse Taskforce.
- (f) Under the Vasse Geopraphe Strategy the Vasse Wonnerup Wetlands Partnership (VWWP) has been appointed the interim managers for the Vasse Wonnerup Wetlands and will assist the development of the Water management plan for this asset. The VWWP consist of representatives from the agencies the Departments of Parks and Wildlife, Water, Fisheries, the Water Corporation and the City of Busselton. The VWWP will coordinate management of the Vasse Wonnerup wetlands until the transfer of land vesting into Conservation Estate.
- (g) DoW will provide the technical input and financial contributions through this Agreement to support Parks and Wildlife to deliver these projects.

OPERATIVE PART

THE PARTIES AGREE as follows:

1. PROJECT BACKGROUND

Revitalising Geographe Waterways is a four year Royalties for Regions funded program to implement key actions of the Vasse Geographe Strategy. The Vasse Geographe Strategy is a State Government Initiative to improve water quality in the Geographe Bay catchment. The Strategy encompasses 30 projects across five integrated work areas. Revitalising Geographe Waterways provides \$7.15 million from Royalties for Regions to implement priority projects under the Strategy.

The Vasse Geographe Strategy and Revitalising Geographe Waterways will be overseen by the Vasse Taskforce with representation from state and local government, water service providers and catchment groups. The Taskforce will provide direction and support to the lead agencies responsible for delivering on projects under the Strategy, address broader issues and report to the community on outcomes of activities undertaken to improve waterway health.

The Department of Water will provide overall coordination of the Revitalising Geographe Waterways program through an MOU with the Department of Regional Development. The Department will partner with other organisations to deliver individual projects under the Revitalising Geographe Waterways program and will report to the Vasse Taskforce and Department of Regional Development on the status and outcomes of the program.

The projects outlined in this Agreement have been funded through the Revitalising Geographe Waterways project and will contribute to the implementation of the Vasse Geographe Strategy.

The Vasse Wonnerup Wetlands has a wide range of ecological, social, recreation and economic values and benefits. The importance of the wetlands for water bird habitat was recognised in 1990 with Ramsar listing. Despite their significance, the wetlands are characterised by poor water quality in the summer months resulting in reduced visual amenity, algal blooms, noxious odours and fish deaths. The decline in water quality has occurred over a number of decades as a result of highly modified catchment flows through drains and increasing nutrient run off from the catchment.

A major fish kill incident in 2013 resulted in enhanced community concern for the wetlands and highlighted the need for coordination of management agencies managing different aspects of the Vasse Wonnerup wetlands system, transfer of land vesting into conservation estate and the development of a whole of system management plan.

This Agreement will provide funds to contribute to the implementation of two projects under the Vasse Geographe Strategy related to the Vasse Wonnerup wetlands:

1. Vasse-Wonnerup Operational Plan Project
2. Vasse-Wonnerup Long-Term Vesting Project

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

Defined terms for use in this Agreement, in addition to those set out in this clause 2.1, may appear in the Schedules.

In this Agreement, unless the context otherwise requires:

Agreement means this legally binding Partnership Agreement, including its recitals, Schedules and annexures.

Associates means any officer, employee, agent, consultant, contractor, nominee, licensee or adviser of the State, including any governmental, semi-governmental or local government authority, minister, department, statutory corporation, instrumentality or government owned corporation.

Auditor General means the Auditor General for the State of Western Australia.

Authorisation means any consent, authorisation, registration, filing, agreement, notarisation, clearance, certificate, permission, licence, permit, waiver, approval, authority or exemption from, by or within a Government Agency required under any Laws, and includes any renewal of, or variation to, any of them.

Business Day means a day which is not a Saturday, Sunday or public holiday in the State of Western Australia.

Claim means any claim, proceeding, cause of action, action, demand or suit (including by way of a claim for contribution or an indemnity).

Commencement Date means the date of this Agreement – or, if this Agreement is undated, the date on which the last party to execute this Agreement does so.

Date for Project Completion means the date by which the Recipient must complete the Project set out in Schedule 2.

Event of Default has the meaning given in clause 5.1.

Funding means funds provided through the Royalties for Regions Program for projects under Revitalising Geopraphe Waterways (excluding GST) which will be provided by the Department to the Recipient in the manner and within the timeframes outlined in Schedule 2.

Intellectual Property includes:

- (a) all copyright (including rights in relation to all documents, reports, charts, drawings, data bases, software, source codes, models, systems, slides, tapes and specifications);

- (b) all copyright and all rights in relation to inventions (including registered and registrable patents), registered and unregistered trademarks, registered and unregistered designs, circuit layouts, and know-how; and
- (c) all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

Law means all applicable present and future laws including:

- (a) all acts, ordinances, regulations by-laws, orders, awards and proclamations of the State of Western Australia or the Commonwealth of Australia;
- (b) Authorisations;
- (c) principles of law or equity;
- (d) standards, codes, policies and guidelines; and
- (e) the Australian Securities Exchange listing rules.

Liability means any debt, obligation, cost (including legal costs), expense, Loss, damage, compensation, charge or liability of any kind (whether arising in negligence or otherwise), including those that are prospective or contingent and those the amount of which is not ascertained or ascertainable.

Loss includes any loss, cost, expense, damage or liability whether direct, indirect or consequential (including pure economic loss), present or future, ascertained, unascertained, actual, prospective or contingent or any fine or penalty.

Milestones means the milestones set out in Schedule 2; with each milestone in relation to an Obligation of the Recipient being the date by which that Obligation must be completed, and includes the Date for Project Completion.

Notification means a notice by the Department given in accordance with this Agreement that in the Department's opinion the Recipient has properly complied with and fulfilled all of its Obligations, including that the Final Report provided by the Recipient in accordance with Schedule 3 is satisfactory.

Obligation means an obligation in this Agreement.

Party means each of the Department or the Recipient as the context requires, and **Parties** means both of them.

Pre-Existing Intellectual Property means the Intellectual Property of a Party which was either created before the Commencement Date, or independently of this Agreement, and all improvements to such Intellectual Property by the Party.

Project means the initiative or activities described in Schedule 2.

Project Intellectual Property means all Intellectual Property (excluding Pre-Existing Intellectual Property) developed, created, discovered, brought into existence or otherwise acquired (other than from the Department) by or for or on behalf of the Recipient in the course of undertaking the Project or otherwise under or in connection with this Agreement. For the avoidance of doubt, Project Intellectual Property includes Intellectual Property developed, created, discovered, brought into existence or otherwise acquired by any person under or pursuant to a Third Party Agreement.

Provision means any term, condition, undertaking, promise, obligation or warranty of, made or given by the Recipient, or otherwise applicable to the Recipient, under this Agreement.

Related Body Corporate has the meaning given to it in the *Corporations Act 2001* (Cth).

Schedule means any schedule to, and forming part of, this Agreement.

Third Party Agreement has the meaning given to it in Clause 6.

2.2 Interpretation

In this Agreement unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include the other genders;
- (c) references to a person include an individual, the estate of an individual and any type of entity or body of persons, including a corporation, an incorporated or unincorporated association or parties in a joint venture, a partnership or a trust and the legal personal representatives, successors and assigns of that person;
- (d) a reference to a statute, ordinance, code, or other law includes regulations, by-laws, rules and other statutory instruments under it for the time being in force and consolidations, amendments, re-enactments, or replacements of any of them (whether of the same or any other legislative authority having jurisdiction);
- (e) references to this Agreement or any other instrument include this Agreement or other instrument as varied or replaced, and notwithstanding any change in the identity of the Parties;
- (f) references to writing include any mode of representing or reproducing words in tangible and permanently visible form, and include e-mail and facsimile transmission;
- (g) an Obligation incurred in favour of two or more persons is enforceable by them jointly and severally;
- (h) if a word or a phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

- (i) references to this Agreement include its recitals, Schedules and annexures;
- (j) headings are inserted for ease of reference only and are to be ignored in construing this Agreement;
- (k) references to time are local time in Perth, Western Australia;
- (l) where time is to be reckoned from a day or event, that day or the day of that event is to be included;
- (m) references to currency are to Australian currency unless otherwise stated;
- (n) no rule of construction applies to the disadvantage of a Party on the basis that the Party put forward this Agreement or any part thereof;
- (o) a reference to any thing is a reference to the whole and each part of it, and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (p) when the day or last day for doing an act is not a Business Day, then the day or last day for doing the act will be the directly preceding Business Day;
- (q) if the word "including" or "includes" is used, the words "without limitation" are taken to immediately follow;
- (r) the phrases "described in", "set out" and "specified in" shall all read as if the words "expressly or impliedly" appeared immediately before them; and
- (s) reference to a contractor or sub-contractor means a contractor or sub-contractor at any tier.

3. OBLIGATIONS OF RECIPIENT

3.1 Use of Funding

- (a) The Recipient must use the Funding (and any interest which accrues on the Funding) for the carrying out of the Project in accordance with this Agreement. All of this expenditure must be effected in a commercially prudent, sensible and reasonable manner.
- (b) In carrying out the Project, the Recipient must comply with and meet all Milestones including completing the Project by the Date for Project Completion.

3.2 General Undertakings of the Recipient

The Recipient must:

- (a) at all times duly perform and observe its Obligations and must promptly inform the Department of any occurrence that might adversely affect its ability to do so in a material way;
- (b) without limiting clause 3.2(a), at all times (including if any part of its Obligations are sub-contracted) ensure that its Obligations are carried out by people with appropriate skills and expertise;
- (c) undertake its Obligations with integrity, good faith and probity in accordance with good corporate governance practices;
- (d) not, nor attempt to, sell, transfer, assign, mortgage, charge or otherwise dispose of or deal with any of its rights, entitlements and powers or Obligations under this Agreement;
- (e) comply with all Laws; and
- (f) cooperate fully with the Department in the administration of this Agreement.

3.3 Obligations under the MoU

The Recipient acknowledges that the Department has obligations under the MoU with DRD that the Recipient must assist the Department with meeting. In particular:

- (a) The Recipient agrees to ensure it provides all relevant Information to the Department that may be required under the Communications Protocol between the Department and DRD;
- (b) In the event that the DRD arranges for an Evaluation or Audit to be carried out in relation to the Project, the Recipient agrees to allow the DRD, an Auditor or any other person that DRD wishes to carry out the Evaluation or Audit to:
 - (i) have full access to all documents, records and premises in the control or possession of the Recipient for the purposes of carrying out the Evaluation or Audit; and
 - (ii) may and take copies of any and all documents and records in the control or possession of the Recipient relation in any way to either or both of the Project and this Agreement.

3.4 Warranties and Representations

The Recipient represents and warrants, for the benefit of the Department that:

- (a) it is authorised to enter into this Agreement;
- (b) all conditions and things required by applicable Law to be fulfilled or done (including the obtaining of any necessary authorisations) in order to enable it lawfully to enter into, exercise its rights and perform its obligations under this Agreement have been fulfilled or done; and

- (c) It knows of no impediment to it performing its obligations under this Agreement.

4. LIMITATION OF LIABILITY

- (a) The Department is not responsible or liable in any way for the success or otherwise of the Project or for any losses suffered by the Recipient in undertaking the Project. The Recipient releases the Department from all Liability in relation to the Project, this Agreement and any related matter and agrees that neither it nor any Related Body Corporate will make a Claim against the State or any of the State's Associates arising directly or indirectly in relation to one or more of the Project, this Agreement and any related matter. This clause 4 may be pleaded by the State or its Associates as a bar to any proceedings commenced by the Recipient against the State or its Associates in relation to one or more of the Project, this Agreement and any related matter.
- (b) The Recipient must indemnify the State and must keep it indemnified and hold it and its officers, employees and agents harmless from and against all Claims or Liability, suffered or incurred by or brought against the State or any of its respective officers, employees and agents whether before or after the date of this Agreement caused by, arising out of or relating directly or indirectly to any:
 - (i) breach of any Provision by the Recipient;
 - (ii) act or omission of the Recipient or its employees, contractors, officers or agents; or
 - (iii) breach of a Law by the Recipient or any of its employees, contractors, officers or agents.
- (c) This clause survives the termination of this Agreement.

5. DEFAULT AND TERMINATION

5.1 Event of Default by the Recipient

An Event of Default occurs if:

- (a) the Recipient breaches any Provision, which breach (if remediable) continues without remedy for five (5) Business Days after notice in writing has been served on the Recipient by the Department. This subclause does not limit any other part of this clause 5.1 in any way; or
- (b) the Recipient breaches any Provision and such breach cannot be remedied. This subclause does not limit any other part of this clause 5.1 in any way; or

- (c) the Recipient fails to comply with or meet a Milestone set by the Department in accordance with this Agreement; or
- (d) the Department believes, in its absolute discretion, that the Recipient is unwilling or unable to comply with any one or more of the Provisions; or
- (e) the Recipient repudiates the Agreement; or
- (f) a material warranty given by or representation made by the Recipient is or becomes untrue; or
- (g) where this Agreement provides for or contemplates the Parties reaching further agreement in relation to anything the subject of, or related to, either or both of this Agreement and the Project, this further agreement is not reached and recorded in writing within a reasonable time.

5.2 Termination

- (a) The Department may terminate the Agreement by providing notice in writing to the Recipient and the Agreement is then terminated from the date specified in that notice if an Event of Default occurs.
- (b) The Parties can agree in writing to terminate the Agreement from the date agreed by both Parties.

6. AGREEMENT BETWEEN THE RECIPIENT AND A THIRD PARTY

If the Recipient enters into an agreement with any other party relating in any way to this Agreement (**Third Party Agreement**), the Recipient must ensure that the other party has obligations in the Third Party Agreement which will ensure that the Recipient properly fulfils its corresponding Obligations and to the extent necessary to ensure that the other party has these obligations, the Recipient must ensure that the Third Party Agreement mirrors the terms of this Agreement.

7. INSURANCES

Under this Agreement the Recipient is required to effect, maintain and keep in force for the appropriate periods, adequate and appropriate insurance, including works insurance if applicable.

8. WAIVER

- (a) No right under this Agreement shall be deemed to be waived except by notice in writing signed by the Party to be bound by or subject to the waiver.
- (b) A waiver by either Party will not prejudice that Party's rights in relation to any further breach of this Agreement by the other Party.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire, full and complete understanding and agreement between the Parties in relation to its subject matter and supersedes all prior communications, negotiations, arrangements and agreements between the Parties with respect to the subject matter of this Agreement.

10. ASSIGNMENT

This Agreement is personal to the Recipient and may not be assigned by the Recipient without the Department's consent, which will not be unreasonably withheld. The Department may at any time, in its absolute discretion, assign or transfer its rights and Obligations under this Agreement as it sees fit.

11. CONFIDENTIALITY

- (a) The Parties acknowledge that this Agreement and information held or compiled by the Department in relation to this Agreement are subject to the *Freedom of Information Act 1992* and nothing in this Agreement in any way alters, limits or affects the operation of *Auditor General Act 2006*, the *Financial Management Act 2006* or the Recipient's obligations (if any) in relation to these Acts.
- (b) Each Party must keep the other Party's confidential information confidential. A Party (Recipient) that receives confidential information of the other Party (Disclosing Party) must not use or disclose to any person the Disclosing Party's confidential information except:
 - (i) where necessary for the purpose of contributing to, implementing or delivering the Project;
 - (ii) as authorised in writing in advance by the Disclosing Party;
 - (iii) to the extent that the confidential information is public knowledge (other than because of a breach of this clause by the Recipient);
 - (iv) as required by any law, stock exchange, judicial or parliamentary body or governmental agency including in response to parliamentary questions and ministerial inquiries; or
 - (v) when required (and only to the extent required) to the Recipient's professional advisers, and the Recipient must ensure that such professional advisers are bound by the confidentiality obligations imposed on the Recipient under this clause.

If the Disclosing Party uses or discloses the confidential information pursuant to sub-clause (iv) or (v), they must give written notification to the other Party as soon as possible.

12. INTELLECTUAL PROPERTY

- (a) The Pre-Existing Intellectual Property of each Party remains the property of that Party.
- (b) All Project Intellectual Property shall be jointly owned by the Parties.

13. VARIATION

Any modification, amendment or other variation to this Agreement must be made in writing, and must, unless the Department in its absolute discretion directs in writing otherwise, be duly executed by both Parties.

14. RIGHTS, POWERS AND REMEDIES

The rights, powers and remedies in this Agreement are in addition to, and not exclusive of, the rights, powers and remedies existing at law or in equity.

15. GOVERNING LAW

This Agreement is governed by the laws in force in the State of Western Australia. Each Party irrevocably submits unconditionally to the non-exclusive jurisdiction of the Courts of Western Australia and of all Courts competent to hear appeals therefrom in relation to any legal action, suit or proceeding arising out of or with respect to the Agreement.

16. SCHEDULES

- (a) Any express or implied provision of any Schedule to this Agreement is hereby deemed to be a provision of this Agreement and therefore must be complied with (by the relevant Party) in accordance with its terms.
- (b) In clause 16(a), "provision" includes term, condition, warranty, stipulation, right, obligation, representation and the like.

17. DISPUTE RESOLUTION

- (a) If any dispute arises between the Parties in relation to this Agreement, or any matter referred to in this Agreement:
 - (i) The parties will meet within 10 business days at the request of either party to discuss the issue and use their best endeavours to negotiate a mutually acceptable resolution.
 - (ii) That dispute is to be managed in accordance with the following sequence acting reasonably and in good faith: by a meeting between the Department's Project Manager and the Recipient's equivalent; and if not resolved by a meeting between the Department's Project Executive Director and the Recipient's equivalent; and if not resolved by a joint decision of the Director General of the Department and the Director General of the Recipient both acting reasonably and in good faith.

- (iii) In the event that a dispute is not determined under paragraph (17 (ii)), the dispute shall be finally and conclusively determined by the Vasse Taskforce.
- (iv) Both parties commit to resolving conflicts that arise from this Agreement in an open, transparent and respectful manner.

18. COMMUNICATION PROTOCOL

The Recipient is required to adhere to the requirements set out in the Vasse Taskforce Communication and Media Protocol.

SCHEDULE 1 – CONTACT OFFICERS

1. Notice Addresses

1.1 Department

Registered Mail: PO Box 269, Busselton WA 6280
Facsimile: 97544335

1.2 Recipient

Registered Mail: Locked Bag 104, Bentley Delivery Centre WA 6983
Facsimile: 93340498

2. Contact Officers

2.1 Department

Name: Matt Beahan
Job Title: Senior Natural Resource Management Officer
Phone: 9781 0105
Facsimile: 9754 4335
Email: Matt.beahan@water.wa.gov.au
Postal Address: PO Box 269, Busselton WA 6280
Street Address: 72 Duchess Street Busselton WA 6280
Supervisor: Kath Lynch, District Manager Busselton

2.2 Recipient

Name: Bob Hagan
Job Title: Regional Manager South West Region
Phone: 97255908
Facsimile: 97254351
Email: Bob.Hagan@dpaw.wa.gov.au
Postal Address: PO Box 1693, Bunbury
Street Address: Cnr South Western Highway and Dodson Rd, Bunbury WA 6230.
Supervisor: Peter Dans, Director Regional and Fire Management Services

SCHEDULE 2 – PROJECT DETAILS

2A – Vasse-Wonnerup Operational Plan Project

Project Description

This project will contribute to the development of an operational plan for the Vasse Wonnerup wetlands to guide how the wetlands will be managed in the future. The project will be led by the Department of Parks and Wildlife as the future asset managers for the Vasse-Wonnerup wetlands with oversight by the Interagency Vasse Wonnerup Wetlands Partnership (VWWP). The development of an operational plan for the Vasse-Wonnerup wetlands is a critical priority for the management of this system.

The wetlands are currently managed for multiple purposes including waterbird habitat, flood and storm surge mitigation, visual amenity and prevention of fish kills by a number of state and local agencies. Without an overarching management plan there is a real risk that managing the system for one objective may have a detrimental effect on another. Having clear management objectives and management actions will greatly reduce this risk.

The VWWP has already been established with representatives from Department of Water, Fisheries, the Water Corporation and the City of Busselton who will work with Parks and Wildlife to guide the development of the management plan.

A critical aspect in developing the operational water management plan is to develop priority management objectives and actions. These objectives will form the basis of the management plan to guide how the wetlands will be managed in the future. With the support of the VWWP, Parks and Wildlife will undertake extensive consultation with community, landholders, industry, scientists, recreational and commercial fishers, local government and relevant agencies to develop the management objectives of the Vasse-Wonnerup system. The Vasse Wonnerup Wetlands Collaboration with representatives from the local community, scientists and management agencies will provide the initial forum for consultation and the development of draft management objectives.

The operational plan will also take into consideration aspects of other projects being undertaken in parallel under the Vasse Geopraphe Strategy including the projects Fish Kill Mitigation, Review of Surge Barrier Operations, Vasse Surge Barrier Actions and Reconnecting Rivers. The management plan will also be informed by information gained over the life of the project through science and monitoring being coordinated by the Department of Water, research being supported by the South West Catchments Council and the development of a hydrodynamic model for the Vasse Estuary being developed by the University of Western Australia.

Project Milestones	Due Date
Develop a Project Plan	Within 1 month of signing Agreement
Establish project team	30 July 2016
Development of draft management objectives in consultation with the Vasse Wonnerup wetlands Collaboration	Dec 2016
<ul style="list-style-type: none">• Analysis of bird guild data in relation to water quality and water levels (1998-2000)• Vegetation mapping of surrounding vegetation	June 2017
Development of Issues papers for key aspects of the Vasse-Wonnerup Wetlands	June 2017

Draft operational plan	Dec 2017
Consultation and release of draft operational plan for public comment	June 2018
Finalise interagency management plan (operational plan) for the Vasse-Wonnerup Wetlands	31 Dec 2018

*Royalties for Regions Deliverables shown in bold.

Budget table for the project

Item of Expenditure	Royalties for Regions \$
Vasse-Wonnerup Operational Plan (part of VW management objectives)	128,000
Total Budget	128,000

Roles and Responsibilities

Department of Parks and Wildlife will:

- Coordinate the delivery of the projects and milestones outlined in this Agreement;
- Provide quarterly reports to the DoW against status of project milestones, budget, in kind contributions and other key deliverables of the Project Plan (a template for reporting will be provided by the Department upon signing this Agreement);
- Use Funding for the carrying out of the Project in accordance with this Agreement;
- Invite representatives from the VWWP to participate on the Project team as required;
- Provide updates to the VWWP on the development of the plan;
- Consult with the Vasse Wonnerup wetlands Collaboration (management agencies, scientists and the community) and broader community in the development of management objectives and development of the plan; and
- Communicate and release the draft plan for public comment.

The Department of Water will:

- Provide technical support to the development of the plan through a dedicated Science Officer on the project team;
- Provide information (outputs of other Strategy projects, monitoring data and modelling outputs) to Parks and Wildlife to support the development of the plan;
- Coordinate input and workshops for the Vasse Wonnerup wetlands Collaboration to support the development of management objectives and the plan; and
- Provide the financial contribution to Parks and Wildlife as set out in Schedule 3.1 of this Agreement.

The Vasse Wonnerup Wetlands Partnership will:

- Provide oversight of the development of the operational plan for the Vasse Wonnerup wetlands;
- Provide advice to the Parks and Wildlife Project Team on the development and delivery of project milestones and project communications;
- Act as the interim asset managers for the unreserved areas of the Vasse Wonnerup Wetlands; and
- Ensure coordination of projects undertaken on the Vasse Wonnerup wetland.

2B – Vasse-Wonnerup Long Term Vesting Project

Project Description

The Vasse-Wonnerup consists of a large water body which is predominantly unallocated crown land (UCL) surrounded by a mix of tenure – conservation reserve vested in the Conservation Commission of WA and managed by Parks and Wildlife, freehold land purchased by Parks and Wildlife for addition to the reserve system, unmanaged crown reserves and private property.

Of the wetlands area, 1,115 hectares are Ramsar listed. Historically there have been a number of organisations involved in aspects of the management of the wetlands; however as most of the wetland body is on UCL, the overall responsibility for managing the wetlands has been unclear.

There have been a number of planning exercises that have recommended the consolidation of reserves around the wetlands and that the area should be managed by the state's agency responsible for biodiversity conservation for the special values that contribute to its status as a Ramsar site. With the settlement of Native Title Claims in the South West Region in progress there is now the opportunity to explore the options for transfer of vesting of unallocated Crown Land into Conservation Estate.

This project will be led by Parks and Wildlife and will involve initiation and coordination of the process of reserve creation and vesting of proposed reserves in and adjoining the wetlands in the Parks and Conservation Commission, subject to settlement of Native Title Claims that would allow future coordination of management of the wetlands to be undertaken by Parks and Wildlife. The project scope will include Parks and Wildlife negotiating and receiving support from relevant authorities for reserve creation and vesting of the areas identified in and adjoining the Vasse-Wonnerup wetlands to become part of the conservation estate.

No funds are being provided for this action which will proceed as a priority action under normal department business practices.

Budget table for the project

N/A

Roles and Responsibilities

Department of Parks and Wildlife will:

- Work with Department of Lands to create new reserves and have them vested in the Parks and Conservation Commission.
- Update the Vasse Taskforce, VVWP and community on the process and status of reserve creation and vesting.

The Vasse Wonnerup Wetlands Partnership will:

- Support Parks and Wildlife in community consultation and interagency negotiations as required.

2C – Project Funding

1. Manner in which Funding is to be Paid

Payment of Funding

The timing for payment of funding to the Department of Parks and Wildlife for delivery of the project is outlined in the table below.

Project Deliverable	Payment details and timing	Amount \$
Signing of Partnership agreement	July 2016	64,000 2016/17
Release of Draft Management Plan	July 2018	64,000 2018/19
Total payment		128,000

*All the amounts set out in the table are exclusive of GST.

Project Budget

Item of Expenditure	Royalties for Regions \$
Vasse-Wonnerup Operational Plan (part of VW management objectives)	128,000
Total Budget	128,000

SCHEDULE 3 – ACCOUNTS AND REPORTING

- (a) The Recipient is to provide to the Department progress reports on a quarterly basis (as at 30 September, 31 December, 31 March and 30 June), or as determined from time to time by the Department, until receipt by the Recipient of the Notification. These progress reports must be certified by the Chief Financial Officer or other accountable officer of the Recipient and include:
- (i) a financial report containing information with respect to the Project, which must include the information set out in Schedule 2; and
 - (ii) a project report which must include the information set out in Schedule 2, showing how and to what extent the Funding was spent, in kind and/or cash contributions and the extent to which the Recipient's Obligations were performed and the Milestones met.
- (b) The Recipient is to provide to the Department an annual report on the Project based on a financial year ending 30 June until receipt by the Recipient of the Notification. These annual reports must be certified by the Chief Financial Officer or other accountable officer of the Recipient and be audited by an Auditor, and include:
- (i) a financial report containing information with respect to the Project which must include the information set out in Schedule 2; and
 - (ii) a project report which must include the information set out in Schedule 2, showing how and to what extent the Funding was spent, in kind and/or cash contributions to the project and the extent to which the Recipient's obligations were performed and the Milestones met.
- Note - the annual report on the Project is to be submitted within two (2) months after the end of the financial year to which the annual report relates.
- (c) The Recipient is to provide to the Department a report (Final Report) within two (2) months after receipt by the Recipient of any written request from the Department to do so, which must be certified by the Chief Financial Officer or other accountable officer of the Recipient and be audited by an Auditor, and include:
- (i) a financial report certifying that the Funding was used for the Project, confirming the amount of Funding spent and which must include the information set out in Schedule 2; and
 - (ii) a project report which must include the information set out in Schedule 2, showing how and to what extent the Funding was spent and the extent to which the Recipient's obligations were performed and the Milestones met.

SCHEDULE 4 – IN GOOD FAITH

The Department of Parks and Wildlife, in good faith will:

- Continue to attend meetings and actively participate on the Vasse Wonnerup Wetlands Partnership (VWWP) and Vasse Taskforce;
- Transition Chair of the VWWP to Parks and Wildlife by 2019;
- Continue to participate in and support the Vasse Wonnerup wetlands Collaboration;
- Contribute to other Vasse Geographe Strategy Project Advisory Groups as appropriate;
- Collaborate with GeoCatch on community consultation for the Revitalising Geographe Waterways Program;
- Follow the media protocols set out in the Vasse Taskforce Communication and Media Protocol at all times;
- Present outcomes and/or update report of the projects to the Vasse Taskforce and community as required;
- Contribute to the final project evaluation report for the Revitalising Geographe Waterways Program;
- Update and consult with the VWWP and Collaboration on the development of management objectives and the management plan; and
- Invite representatives from the VWWP to be involved with the project team developing the management plan.

The Department of Water, in good faith will:

- Provide technical support to the development of the plan through a dedicated Scientific Officer on the Project Team;
- Chair the VWWP until 2019;
- Facilitate the Vasse Wonnerup Collaboration and Science Advisory Group to support the development of management objectives and the plan;
- Coordinate reporting to the Department of Regional Development and Vasse Taskforce on the projects set out in Schedule 2 of this Agreement;
- Provide templates for projects plans, reporting and Vasse Taskforce Communication and Media protocols;
- Provide the financial contribution to the Department of Parks and Wildlife as set out in Schedule 2 of this Agreement; and
- Provide information and data to Parks and Wildlife to inform and support the development of the Vasse Wonnerup wetlands management plan.

SCHEDULE 5 – PROJECT PLAN TEMPLATE

The Recipient is to provide to the Department a completed Project Plan document in the following format. The Department has pre-filled this Plan where possible.

PROJECT PLAN – VASSE WONNERUP WATER MANAGEMENT PLAN STRATEGY WORK AREA – REVITALISE WATERWAYS

BUSINESS CASE ACTION: 2.2 – Development of an extensively consulted water management plan

PROJECT LEADER: Department of Parks and Wildlife

PROJECT MANAGER:

PROJECT TEAM: (Key delivery staff)

DELIVERY PARTNERS: Vasse Wonnerup Wetlands Partnership (VWWP)

TOTAL FUNDING: \$128,000

1. BACKGROUND

(Outline the background for the specific project and how it fits into the overall Revitalising Geopraphe Waterways Royalties for Regions Program).

2. PROJECT OBJECTIVES AND SCOPE

(Outline the aim/objectives of the specific project and how this relates to the overall Revitalising Geopraphe Waterways Royalties for Regions Program).

Key Actions to achieve objectives

(Outline key actions that may be more detailed than the R4R reporting milestones or more detailed than the Partnership Agreement milestones).

Only Agreement Milestones pre-filled -

Action	Outputs	Due Date
Finalise interagency management plan for the Vasse-Wonnerup Wetlands	Final Plan Approved	31 December 2018

3. ROYALTIES FOR REGIONS REPORTING REQUIREMENTS

Project milestones

Obligations (deliverables)	Milestone
Finalise interagency management plan for the Vasse-Wonnerup Wetlands	31 December 2018

4. KEY STAKEHOLDERS

5. CONSULTATION SCHEDULE

(Identify all key points of consultation and community engagement for the life of the project).

Consultation	2016	2017	2018

6. RELATED PROJECTS AND POLICY INTERFACES

(Identify any related projects or government policies that will impact directly on this project).

7. PROJECT DEPENDENCIES

(Identify any external dependencies that will impact directly on this project or that are necessary in order for this project to be completed).

8. PROJECT RISKS

(Identify key risks to the successful delivery of the project objectives).

Risk level	Action
Low	No mitigation strategy required: managed when / if required
Medium	No mitigation strategy required: managed when / if required
High	The risk will impact budget or schedule above tolerances: Mitigation strategy / treatment required. Report to Steering Committee
Critical	The risk will impact budget or schedule well above tolerances: Mitigation strategy / treatment required. Report to Steering Committee

		What is the consequence or impact of risk occurring?				
		Consequences				
What is the likelihood of the risk occurring?	Almost certain	Insignificant	Minor	Moderate	Major	Severe
	Likely	M	M	H	H	H
	Possible	M	M	H	H	H
	Unlikely	M	M	M	H	H
	Rare	M	M	M	M	H

Risks	Level	Mitigation

9. PROJECT GOVERNANCE, ROLES AND RESPONSIBILITIES

(Outline the roles and responsibilities of key committees, advisory groups, team members etc).

Project Manager

Project Team

Project Advisory Teams

Revitalising Geopraphe Waterways Project Coordinator

Vasse Taskforce

Project Delivery Partners

Other

(a) EXECUTED by the Parties as an Agreement.

Signed on behalf of the Department of
Water by a duly authorised officer in the
presence of:)
)
)
)



Signature of witness

Kath Lynch

Name of witness (print)



Signature – Mike Rowe

A/Director General

Signed on behalf of the Department of
Parks and Wildlife by a duly
authorised officer in the presence of:)
)
)
)



Signature of witness

Kath Lynch.

Name of witness (print)



Signature – Wayne Elliott

District Manager – Blackwood Region