

NATIONAL PARTNERSHIP AGREEMENT ON THE MANAGEMENT OF THE FORMER RUM JUNGLE MINE SITE

Council of
Australian
Governments

An agreement between

- the Commonwealth of Australia and
- the Northern Territory of Australia.

This Agreement facilitates the cooperative working relationship between the Commonwealth and the Northern Territory in respect of monitoring, maintenance and developing a strategy for the rehabilitation of the former Rum Jungle mine site.

National Partnership Agreement

on the management of the former Rum Jungle mine site

PRELIMINARIES

1. This agreement is subject to the provisions of the *Intergovernmental Agreement on Federal Financial Relations* and should be read in conjunction with the Agreement and subsidiary schedules. In particular, the schedules include direction in respect of performance reporting and payment arrangements.
2. This National Partnership Agreement has been established for the Commonwealth to provide financial assistance to the Northern Territory to develop and conduct environmental monitoring activities, and to develop site management and rehabilitation strategies in relation to the former Rum Jungle mine site.
3. This National Partnership Agreement repeals and replaces the Memorandum of Understanding dated 14 May 2003 in relation to the former Rum Jungle mine site.

PART 1 – FORMALITIES

Parties to this Agreement

4. In entering this Agreement, the Commonwealth and the Northern Territory recognise that they have a mutual interest in improving outcomes in the area of the environmental monitoring and site management of the former Rum Jungle mine site and need to work together to achieve those outcomes.

Term of the Agreement

5. This Agreement will commence as soon as the Commonwealth and Northern Territory sign the Agreement and will expire on 30 June 2013, unless otherwise amended by agreement between the Parties.

Delegations

6. The Rum Jungle Working Group (Schedule A) is authorised to agree the Implementation Plan and to certify that payments may be made to the Northern Territory on the achievement of milestones specified in the Implementation Plan on behalf of the Commonwealth and Northern Territory.
7. Should amendments to this Agreement be agreed, the amended Agreement will be confirmed by signature of the relevant Commonwealth and Northern Territory portfolio ministers.

Interpretation

8. Unless otherwise specified, the following terms and definitions are used throughout this Agreement:
 - (a) **Commonwealth Department** means the Commonwealth Department of Resources, Energy and Tourism.
 - (b) **Former Rum Jungle mine site** means the area of Northern Territory Crown land identified as Section 2968, Hundred of Goyder.
 - (c) **MoU** means the Memorandum of Understanding dated 14 May 2003 in relation to the former Rum Jungle mine site.
 - (d) **NRETAS** means the Northern Territory Department of Natural Resources, Environment, the Arts and Sport.
 - (e) **RDPIFR** means the Northern Territory Department of Regional Development, Primary Industry, Fisheries and Resources.
 - (f) **The Rum Jungle Working Group** means the group described in Schedule A of this Agreement.

PART 2 – OBJECTIVES, OUTCOMES AND OUTPUTS

Objective

9. Through this Agreement, the Commonwealth and the Northern Territory commit to improved management of the former Rum Jungle mine site consistent with the interests of stakeholders, particularly traditional Aboriginal land owners.

Outcomes

10. The Agreement will contribute to the following outcomes in relation to the former Rum Jungle mine site:
 - (a) improved understanding of the current state of environment;
 - (b) improved site management; and
 - (c) an improved rehabilitation strategy for the site.

Outputs

11. The objective and outcomes of this Agreement will be achieved through the provision of:
 - (a) ongoing environmental monitoring programs;
 - (b) development of site management and rehabilitation strategies; and
 - (c) activities to maintain the site.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

12. To realise the objectives and commitments in this Agreement, each Party has specific roles and responsibilities, as outlined below.

Role of the Commonwealth

13. The Commonwealth will have responsibility for providing financial assistance to the Northern Territory to achieve the overarching objective, outcomes and outputs of this Agreement.

Role of the Northern Territory

14. The Northern Territory agrees it will be responsible for:
 - (a) the overall management and coordination of activities to achieve the objective, outcomes and outputs of this Agreement;
 - (b) providing performance reporting against milestones related to this Agreement; and
 - (c) chairing meetings of the Rum Jungle Working Group and providing secretariat support.

Joint Responsibilities

15. Both the Commonwealth and Northern Territory governments will have responsibility for engaging affected communities to contribute and guide the management of the Rum Jungle mine site.

Role of the Rum Jungle Working Group

16. The representatives and functions of the Rum Jungle Working Group are set out in Schedule A and may be amended as required.

PART 4 – PERFORMANCE MILESTONES AND REPORTING

Performance assessment

17. The Implementation Plan will set out milestones to achieve the objective of the Plan. Performance indicators will be developed where possible to measure progression towards

National Partnership Agreement on the Management of the Former Rum Jungle Mine Site milestones which will reflect efforts by all Parties, noting that some factors are beyond the control of governments.

Implementation plan

18. The Parties will agree an Implementation Plan, developed in consultation with the Rum Jungle Working Group, to achieve the objectives of this Agreement, within three months of signing this Agreement.
19. The Plan will be reviewed by the Parties on an annual basis:
 - (a) The Commonwealth will maintain the Plan and provide an updated Plan to the Northern Territory for agreement following review.
 - (b) Amendments to the Plan can be requested by either Party to the Agreement at any time to accommodate emerging issues. These amendments will be agreed with the other Party.

Reporting

20. The Northern Territory will provide a report on an annual basis to the Commonwealth against the performance milestones and indicators, as detailed in the Implementation Plan.
21. The report will be provided within two months of the end of the relevant period, or as otherwise specified in the agreed Implementation Plan.

PART 5 – FINANCIAL ARRANGEMENTS

Funding

22. The Commonwealth will make National Partnership project payments totalling \$7.048 million (indicative) to the Northern Territory pursuant to this Agreement and the Implementation Plan.
23. The funding (indicative) that the Commonwealth is providing to the Northern Territory pursuant to this Agreement is:
 - a. 2009-10 - \$1.974 million in project payments;
 - b. 2010-11 - \$1.2 million in project payments;
 - c. 2011-12 - \$3.528 million in project payments; and
 - d. 2012-13 - \$0.346 million in project payments.
24. To facilitate the Northern Territory's activities, the Commonwealth will provide an up-front project payment of \$0.5 million upon execution of this Agreement.
25. The Commonwealth and the Northern Territory agree that any monies remaining under the MoU will be managed under this Agreement (approximately \$130 000).

Payment schedule

26. The Commonwealth will make project payments to the Northern Territory subject to the Northern Territory achieving the agreed milestones detailed in the Implementation Plan.
27. The Northern Territory agrees that any financial obligation previously agreed under the MoU will be met under this Agreement.

PART 6 – GOVERNANCE ARRANGEMENTS

Dispute resolution

28. Both Parties agree that any dispute between them that may arise under this Agreement shall be dealt with as follows –
 - (a) the party claiming that there is a dispute will send the other party a written notice setting out the nature of the dispute;
 - (b) the Parties will try to resolve the dispute through direct negotiation by their respective departmental officers to whom the parties has given authority to resolve the dispute;
 - (c) if the Parties' departmental officers are unable to resolve the dispute within 10 business days (or such longer period as agreed between the parties) after the receipt of the notice, the dispute shall be referred to the parties' relevant senior executive officers as soon as practicable for the purpose of resolving the dispute;
 - (d) if the Parties' senior executive officers are unable to resolve the dispute within 20 business days (or such other period as is agreed to by the parties) after the dispute is referred to them, the dispute shall be referred to the Secretary of the Commonwealth Department and the Chief Executive of RDPIFR;
 - (e) if the persons specified in paragraph (d) are unable to resolve the dispute within 20 business days (or such other period as is agreed to by the parties) after the dispute is referred to them, the dispute shall be referred to the parties' respective Ministers for resolution.

Review of the Agreement

29. The Agreement may be reviewed and renegotiated at any stage at the request of either Party to the Agreement.

Variation of the Agreement


30. The agreement may be amended at any time by agreement in writing by the Parties and under terms and conditions as agreed by the Parties.
31. The Commonwealth or the Northern Territory may terminate the Agreement by giving the other party 3 months notice and at the agreement of both Parties.

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

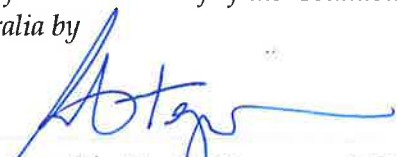
Signed for and on behalf of the Commonwealth of Australia by

The Honourable Wayne Swan MP
Treasurer of the Commonwealth of Australia
/ /2009


Signed for and on behalf of the Northern Territory by


The Honourable Delia Lawrie MLA
Treasurer of the Northern Territory
/ /2009

Signed for and on behalf of the Commonwealth of Australia by


The Honourable Martin Ferguson MP
Minister for Resources and Energy of the Commonwealth of Australia
7 / 10 /2009

Signed for and on behalf of the Northern Territory by


The Honourable Kon Vatskalis MLA
Minister for Primary Industry, Fisheries and Resources of the Northern Territory
/ /2009

Rum Jungle Working Group

- A1 The Rum Jungle Working Group consists of representatives from –
- (a) Northern Territory
 - 1 RDPIFR; and
 - 2 NRETAS.
 - (b) Commonwealth
 - 1 the Supervising Scientist Division of the Commonwealth Department of the Environment, Water, Heritage and the Arts; and
 - 2 the Commonwealth Department.
 - (c) Other Stakeholders
 - 1 Northern Land Council.
- B1 The functions of the Rum Jungle Working Group are –
- (a) to discuss issues associated with the former Rum Jungle mine site;
 - (b) to determine what actions should be taken to address those concerns;
 - (c) to develop the terms of reference for any environmental monitoring programs or any site management activities to be carried out under this Agreement;
 - (d) to monitor progress of programs and activities being carried out under this Agreement;
 - (e) to assess the reports and recommendations provided pursuant to programs and activities being carried out under this Agreement; and
 - (f) to develop a site rehabilitation strategy.
- C1 Unless otherwise agreed, the Rum Jungle Working Group shall:
- (a) meet quarterly or as required
 - (b) shall determine its own procedures for the conduct of meetings, and
 - (c) meetings will be chaired by the Northern Territory's RDPIFR representative.
- D1 A member of the Rum Jungle Working Group can appoint a person to act in his or her place at any meeting of the Rum Jungle Working Group.