

Australian Government

Department of the Environment and Energy

Reef Trust – Great Barrier Reef Foundation Partnership Grant Guidelines

Commonwealth policy entity:	Department of the Environment and Energy (Department)
Foundation:	Great Barrier Reef Foundation (Foundation)
Enquiries:	If you have any questions, please e-mail: reef2050@environment.gov.au
Type of Grant Opportunity:	One off ad-hoc process

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1. Grant opportunity overview and objectives

1.1 Purpose and overview

The Australian Government established the Reef Trust <u>Special Account</u> (**Reef Trust**) to provide innovative, targeted investment focused on improving water quality, restoring coastal ecosystem health and enhancing species protection in the Great Barrier Reef World Heritage Area.

The Reef Trust is one of the key mechanisms assisting in the delivery of the Reef 2050 Plan, focusing on known critical areas for investment – improving water quality and coastal habitat along the Great Barrier Reef, controlling the current outbreak of crown-of-thorns starfish and protecting threatened and migratory species, particularly dugong and turtles. The Reef Trust has a strong focus on evaluation and adaptive management, to ensure it effectively contributes to the long-term sustainable management of the Great Barrier Reef.

The Great Barrier Reef Foundation (**Foundation**) is the leading charity dedicated to protecting the Great Barrier Reef through funding of solutions grounded in science, technology, engineering and on-ground action for Reef conservation. The Foundation was established in 2000 in response to the United Nations World Heritage Convention encouraging countries with World Heritage sites to establish a national foundation whose purpose is to invite donations for their protection.

The Reef Trust – Great Barrier Reef Foundation Partnership (**Partnership**) is a collaboration between the Department of the Environment and Energy (**Department**), which manages the Reef Trust, and the Foundation. It has been established to implement key Actions and achieve key Outcomes of the joint Australian and Queensland Government Reef 2050 Long-Term Sustainability Plan (<u>Reef 2050 Plan</u>) in line with the priorities identified in the Reef 2050 Investment Framework and underpinned by innovation and science.

Through the Partnership, the Foundation will deliver the five Partnership components – water quality improvement, crown-of-thorns starfish control, reef restoration and adaptation science, Indigenous and community engagement, and integrated monitoring and reporting. The Foundation may use sub-contractors to deliver Partnership outcomes in line with the requirements to be set out in the Grant Agreement.

Initial grant funding from the Reef Trust of approximately \$443 million (GST exclusive) is available for the Partnership for the period 2017-18 to 2023-24. The total funding would be paid from the Reef Trust to the Foundation in 2017-18. The availability of the grant is dependent on establishing appropriate grant arrangements before 30 June 2018 and the Foundation agreeing a Grant Agreement with the Commonwealth.

The grant will contribute to the achievement of the Department's Program 1.1 outcome – Sustainable Management of Natural Resources and the Environment.

1.2 Partnership Outcomes

In line with the Reef 2050 Plan, the expected outcomes of the Partnership are:

- Improved management of the Great Barrier Reef World Heritage Area and relevant activities in the adjacent catchments.
- Protection of attributes that contribute to the Outstanding Universal Value of the World Heritage Area, including species, habitats and Indigenous values.
- Management of key threats to the Great Barrier Reef World Heritage Area, including poor water quality and crown-of-thorns starfish outbreaks.

The Partnership will deliver the outcomes in respect of the following five components. The funding allocation for each component is indicative only and could transfer between components, subject to delegate approval of the Foundation's proposal and the Foundation meeting any conditions under the Grant Agreement, including in relation to its proposed Investment Strategy and Annual Activity Plans.

1. Water Quality

Addressing the <u>Reef 2050 Water Quality Improvement Plan</u> (2017 draft) water quality improvement targets as informed and prioritised by the 2017 <u>Scientific Consensus</u> <u>Statement</u> – Land use impacts on Great Barrier Reef water quality and ecosystem condition. The indicative funding allocation for this component is \$201 million.

2. Crown-of-thorns Starfish Control

Expanding efforts to control crown-of-thorn starfish (**COTS**) to protect high ecological and economic value coral reefs in line with the Great Barrier Reef Marine Park Authority's <u>COTS Control Strategy</u>. The indicative funding allocation for this component is \$58 million.

3. Reef Restoration and Adaptation Science

Conduct and implementation of science for the Reef Restoration and Adaptation Program, building on the design work currently being undertaken by the CSIRO, AIMS, James Cook University, University of Queensland, Queensland University of Technology and the Great Barrier Reef Foundation under the Australian Government's initial \$6 million investment. The indicative Reef Trust funding allocation for this component is \$100 million.

4. Indigenous and Community Reef Protection Actions

Engagement of Traditional Owners and the broader community in Reef protection actions. The indicative Reef Trust funding allocation for this component is \$22 million.

5. Reef Integrated Monitoring and Reporting

Implementation of the Reef 2050 Plan Reef Integrated Monitoring and Reporting Program (**<u>RIMREP</u>**), including eReefs and the Paddock to Reef Integrated Monitoring, Modelling and Reporting Program. This will improve Reef health monitoring and reporting and

ensure reporting is scientifically robust and investment outcomes are measurable. The indicative Reef Trust funding allocation for this component is \$40 million.

An agreed proportion of the Partnership funds can be spent on administrative costs, this will include a direct payment of \$22.5 million, supplemented by the interest earned on the funding, in line with the PGPA Act investment requirements as specified in the Grant Agreement.

Implementation of the Partnership must be consistent with the Reef 2050 Plan Investment <u>Framework</u> that established current investments in Reef protection, determines investment priorities for the future and sets out a strategy for boosting investment and diversifying sources.

Actions delivered with the grant under this Partnership must also align with the <u>Reef Trust</u> objective, outcomes and <u>investment principles</u> and meet the purposes of the <u>Reef Trust</u> <u>Special Account</u>. The Grant Agreement will contain detailed provisions for preparation and agreement of a strategy and actions to achieve the Partnership objectives and outcomes.

The grant will be undertaken in accordance with the *Commonwealth Grants Rules and Guidelines* (CGRGs) <u>https://www.finance.gov.au/sites/default/files/commonwealth-grants-rules-and-guidelines.pdf</u>

2. Grant delivery process

This grant opportunity is a one-off or ad hoc grant to the Foundation. The Department considers that this is an appropriate type of delivery process as it will bring together multi-sector Reef protection collaboration into a single partnership to leverage and coordinate multiple funding sources. Additionally, considering the nature of the granting activity the Foundation is particularly well-placed to build on its previous Reef protection activities and to leverage additional private and philanthropic investment to deliver the Partnership outcomes. The Foundation has been identified as the appropriate delivery partner because it:

- is a not-for-profit organisation established in 2000 to raise funds to protect and preserve the Great Barrier Reef
- has a strong track record of fundraising
- works effectively with the diverse range of Reef stakeholders to deliver actions to support the Reef 2050 Plan
- has a well-established track record of efficiently developing and managing projects for a range of funding bodies to deliver outcomes for the Great Barrier Reef
- has sound corporate governance, with its board having a number of current and former CEOs, Chairs and executive officers of some of Australia's largest companies
- is familiar with government requirements and expectations, and has a solid track record in managing funding from Commonwealth and state government sources

The Foundation may use delivery agents, including subcontractors and funding recipients, to deliver specific projects required to achieve the Partnership outcomes subject to the conditions specified in the grant funding agreement.

3. Eligibility

If the Foundation does not satisfy the eligibility criteria, it will not be considered.

To be eligible to receive the grant under this Partnership the Foundation must:

- be a legal entity, able to enter into a legally binding agreement
- have an Australian Business Number
- be registered for the purposes of GST and
- have an Australian bank account

3.1 Eligible and ineligible grant activities

The grant must be used to deliver activities that directly contribute to protecting the Great Barrier Reef World Heritage Area through significantly contributing to delivery of the Reef 2050 Plan and in accordance with the Reef Trust Objective and Outcomes:

To provide cost effective, strategic investment which goes above and beyond existing programs to address key threats to the Great Barrier Reef and catchments for the long-term protection and conservation of the outstanding universal value of the Great Barrier Reef.

- Outcome 1: projects to improve water quality and the coastal habitat in the Great Barrier Reef World Heritage Area
- Outcome 2: projects to address threats to the environment of the Great Barrier Reef World Heritage Area
- Outcome 3: projects to protect, repair or mitigate damage to the Great Barrier Reef World Heritage Area

As noted above, an agreed, capped portion of the grant funding may be used for administrative costs to meet grant delivery overheads. It is expected that administration costs will vary across the life of the Partnership.

The following activities are outside the scope of the Partnership:

- Funding of actions to specifically enable agricultural businesses to comply with their obligations under the *Queensland Environment Protection Act 1994* <u>Reef Protection</u> <u>Regulations</u>.
- Projects that do not align with the Reef 2050 Plan and Reef Trust Special Account purposes

- On-ground remediation projects outside the Reef catchment or outside the Great Barrier Reef World Heritage Area
- Actions and costs relating to the period before the signing of any Grant Agreement for the Partnership
- other activities as specified in the Grant Agreement

4. Proposal

The Foundation will work collaboratively with the Department in developing its Proposal. The Proposal will inform the Department's recommendations to the Minister, and to the extent approved, the development of the Grant Agreement.

The Proposal should:

- demonstrate how the Foundation's performance of the Partnership will contribute to the Partnership Outcomes and delivery against the Reef 2050 Plan
- align with the purposes of the Reef Trust Special Account Determination
- align with the Reef Trust principles of investment
- build on existing efforts and not duplicate or replace activities already being undertaken in the Great Barrier Reef World Heritage Area or Reef catchments
- demonstrate how the Foundation plans to attract private and philanthropic co-investment to enhance delivery of the Partnership

Additionally, the Proposal should demonstrate the Foundation's capability and capacity to effectively deliver the Partnership by including in the Proposal:

- the Foundation's understanding of the linkages between the Partnership Outcomes and the Reef 2050 Plan, including its advisory bodies
- evidence of the Foundation's ability to promptly build delivery capacity to effectively and efficiently deliver the Partnership outcomes
- evidence of the Foundation's ability to provide timely, high quality project reporting information and data to meet a range of stakeholder requirements
- evidence of the Foundation's ability to raise funds from the private sector
- evidence of the Foundation's relevant expertise and experience in delivering activities similar to the Partnership components

The Foundation will be required to provide as part of the Proposal:

- audited financial statements for the two most recent consecutive financial years (i.e. 2015-16 and 2016-17), including balance sheets, profit and loss statements, cash flow statements and notes to the accounts
- evidence of successful contract fulfilment for other funding bodies including the Foundation's ability to meet project delivery timeframes and budgets
- evidence of capacity to comply with relevant laws, such as work health and safety, and workplace gender equality requirements
- details of relevant organisational and personnel experience and capacity, including in the development and management of projects and the leveraging of co-investment for projects that benefit the Great Barrier Reef
- evidence of a willingness to enter into a suitable Grant Agreement and project governance arrangements
- a privacy declaration as required by Section 10 of these guidelines
- a conflict of interest declaration as required by Section 11 of these guidelines
- any other information requested by the Department during the development of the Proposal

The Department may seek information from any other source, including from within the Commonwealth.

5. Approval of the grant

In accordance with the Commonwealth Grant Rules and Guidelines, the Department will make recommendations to the Minister for the Environment and Energy (**Minister**) that address:

- the extent to which the Proposal achieves value with relevant money and the 'proper use' of Commonwealth resources, as defined in section 8 of the <u>PGPA</u> Act
- that the Proposal can be delivered on time and to budget (as identified in supporting documents)
- that the level of risk associated with the Proposal and its implementation is manageable and/or acceptable and it is acknowledged that risk may stem from a number of sources, such as the scale and/or complexity of the Proposal

In developing the recommendations for the Minister, the Reef Trust Project Board, consisting of Senior Executive Service officers from the Department, will review the Proposal against these Guidelines.

The Minister will make the final decision on whether to approve the grant.

The Minister's decision is final in all matters, including:

- the approval of the grant, including the conditions on which it is given
- the grant funding amount to be awarded

The Minister must not approve funding unless he considers the Proposal to be a proper (efficient, effective, economical and ethical) use of relevant money.

There is no appeal mechanism following a decision to approve or not approve some or all of the grant.

6. The Grant Agreement

If the Minister approves the Proposal for grant funding, in whole or part, the Foundation will be required to enter into a legally binding Grant Agreement with the Commonwealth represented by the Department on or before 29 June 2018. If this timetable is not achieved, the grant offer may be withdrawn. No grant payment will be made until and unless that Grant Agreement is signed and the Foundation should not commit any funds for the Partnership until that has occurred.

The Department will develop a tailored Grant Agreement for the delivery of this grant. The Grant Agreement will include, but not be limited to, details of the governance framework, the Partnership delivery framework and activities, and progress and financial reporting, and audit and acquittal requirements. The Grant Agreement will also include appropriate safeguards against fraud, unlawful activities and other inappropriate conduct, consistent with the CGRGs.

Any additional Ministerial conditions attached to the grant will also be identified in the Grant Agreement.

7. Publication of grant

Any grant awarded in relation to the Partnership will be listed on the GrantConnect website within 21 days after the Grant Agreement takes effect as required by Section 5.3 of the CGRGs.

8. Grant monitoring, reporting and acquittal

The grantee must submit reports containing the information, and by the dates, specified in the Grant Agreement. Reporting requirements will include, but are not limited to:

- six monthly progress and annual milestone progress reports for each Partnership component using the Department's MERIT system
- annual end of financial year, independent and audited financial statements for the Partnership funds and co-funding
- annual review of Partnership component MERI plans and revision as required

The grantee will also be responsible for:

- meeting the terms and conditions of the Grant Agreement and managing the grant and the Partnership activities efficiently and effectively
- promptly notify the Department of any changes in the Foundation's governance, financial or advisory body arrangements
- complying with record keeping, reporting and acquittal requirements as set out in the Grant Agreement
- reporting of outcomes through existing processes and in the required formats where appropriate (e.g. the Paddock to Reef Integrated Monitoring, Modelling and Reporting Program and RIMREP)
- participating in all Partnership evaluation activities as specified in the Grant Agreement
- managing Partnership data in line with best practice systems and making data generated through project investments publicly available, as per standard Commonwealth policies and guidelines

9. Grant evaluation

The Department will evaluate the grantee's performance of the Partnership to measure how well the outcomes and objectives have been achieved. The Grant Agreement will require the Foundation to participate in the Department's evaluation and provide all information that the Department reasonably requires to inform this evaluation.

Partnership evaluation requirements will be set out in the Grant Agreement and will include, but not be limited to:

- development of Partnership overarching performance indicators and performance indicators for each component
- evaluation of the Partnership and its components at the times specified in the Grant Agreement

10. Confidentiality and privacy

10.1 Privacy

All personal information included as part of the Foundation's proposal will be treated according to the 13 Australian Privacy Principles and the *Privacy Act 1988*. This includes letting the Foundation know:

- what personal information the Department collects
- why the Department collects personal information

• who the Department gives personal information to

The Foundation is required, as part of its proposal, to declare its ability to comply with the *Privacy Act 1988*, including the Australian Privacy Principles and impose the same privacy obligations on any subcontractors engaged to assist with the activity.

All personal information included in the proposal is collected by the Department for the assessment and administration of the Partnership. The personal information provided may be used by the Department or given to other parties where the Foundation has agreed or it is required or authorised by law.

Information (including personal information) collected by the Department may also be used in research regarding the effectiveness of and any evaluation of the Partnership. This research or evaluation may be published. The Australian National Audit Office may also request access to all relevant activity files.

More information about the way in which the Department will manage personal information, including the Department's privacy policy, can be obtained by requesting a copy from the Department or at <u>www.environment.gov.au/privacy-policy</u>.

10.2 Disclosure of information

The Australian Government may also use and disclose information contained in the Proposal in any other Australian Government business or function. This includes publishing information about the grant on GrantConnect as specified in Section 7 above and giving information to the Australian Taxation Office for compliance purposes.

The Department may share the information the Foundation gives it with other Commonwealth agencies for any purposes including government administration, research or service delivery and according to Australian laws.

The Foundation must identify any information contained within the Proposal, which it considers should be treated as confidential and provide reasons for the request. The Department will only consider such a request for confidentiality where:

- the information to be protected is identified in specific rather than global terms
- the information is by its nature confidential
- disclosure would cause detriment to the parties concerned

The Department may reveal confidential information in the Proposal to:

- employees and contractors of the Commonwealth to help the Department manage the Partnership effectively
- employees and contractors of other Commonwealth agencies for any purposes, including government administration, research or service delivery
- other Commonwealth, State, Territory or local government agencies in Partnership reports and consultations

- the Auditor-General, Ombudsman or Privacy Commissioner
- the responsible Minister or Parliamentary Secretary
- a House or a Committee of the Australian Parliament

The Foundation must ask for the Australian Government's consent in writing before disclosing any Commonwealth confidential information.

Any Grant Agreement signed by the parties may include specific requirements about any confidential information or other special categories of information collected, created or held under the Grant Agreement.

11.Conflicts of interest

Any conflicts of interest could affect the performance of the Partnership. A conflict of interest, or perceived conflict of interest, arises where a person makes a decision or exercises a power in a way that may be, or be perceived to be, influenced by either a material (financial or non-financial) personal interest or relationship. For example, a conflict of interest may arise where:

- Commonwealth personnel or advisors have a personal relationship with a party which may influence the grant recommendation and approval process; or
- personnel of a successful grant recipient has a personal interest in, or relationship with an organisation which is likely to interfere with or restrict the grant recipient from carrying out the grant funded activities fairly and independently.

The Foundation will be asked to declare, as part of its Proposal, any perceived or existing conflicts of interests for it or its personnel or that, to the best of its knowledge, there is no conflict of interest. The Foundation will also be required to explain how it proposes to manage any declared conflicts.

Conflicts of interest for Australian Government staff will be handled as set out in the Australian Public Service Code of Conduct (section 13(7) of the *Public Service Act 1999*).

12.Liability

By participating in this grant process, the Foundation agrees that it has no entitlement to, or expectation of receiving, any grant funds in relation to the Partnership until and unless it has successfully negotiated and executed, and complied with any payment preconditions in, a Grant Agreement with the Department.

The Department and its officers are not responsible for the accuracy or completeness of any information in the Guidelines, or provided to the Foundation in relation to the Partnership or these Guidelines, and disclaim any and all liability, in negligence or otherwise, arising from any information provided, or not provided, to the Foundation including, without limitation, any errors or omissions in that information. The Commonwealth accepts no liability for any loss or

damage suffered by the Foundation or any other person relying on information provided by the Department in relation to the Partnership or these Guidelines.