Landholder Agreement

**Explanatory and sample text is blue. Please replace this text with the correct information or remove if not relevant and change the colour to black before execution of this agreement.**

This Agreement defines the investment, on-ground activities, obligations and responsibilities of the Landholder and the Organisation relating to the Project that is funded through a grant provided by Western Australian Government’s State Natural Resource Management (NRM) Program.

The objective of this Agreement is to <specify the aim of the works to be undertaken on the land as part of the project, e.g. maintain and improve biodiversity values through environmental weed management in xx ha of the property or xx km along xxxx Creek/River>.

Works, materials and/or funding to the value of $<Total> (excluding GST) are offered to the Landholder to complete this Project in accordance with all Agreement Terms and Conditions (Schedule 5).

**Project Deliverables**

This project will deliver the following:

|  |  |
| --- | --- |
| **Description** | **Number to be delivered** |
| <To be completed by the Organisation and confirmed by the Landholder> |  |
|  |  |
|  |  |

**This Landholder Agreement (“Agreement”) is between the <Landholder’s full legal name>, hereafter referred to as the “Landholder” and <Organisation’s full legal name> (ABN<XX>), hereafter referred to as the “Organisation”.**

**Terms and Conditions**

1. This Agreement applies only to that part of the land mapped as the “Agreement Area” (Schedule 2).
2. The Landholder agrees to use the funds or support provided by the Western Australian Government’s State Natural Resource Management (NRM) Program through the Organisation only for the purposes of delivering the Project Deliverables above and completing the activities described in the Workplan (Schedule 3).
3. This Agreement commences on the date the Agreement is signed by both the Landholder and the Organisation and will continue for <ten is suggested to maintain project outcomes> years from that date.
4. The Landholder agrees to maintain the outcomes of all Project activities for the duration of this Agreement.
5. The parties to this Agreement agree that all on-ground activity will comply with standards as detailed in the 2020 State NRM Program guidelines, in particular, Appendix C: Eligible Activities.
6. The parties to this Agreement agree that they will comply with all Agreement Conditions (Schedule 5).
7. If funding is to be provided to the Landholder direct from the Organisation in order to complete the works, the Landholder will be paid in accordance with the Payment Schedule (Schedule 4) and retain invoices or receipts for the cost of all works associated with the Project. <**Delete if no direct payment of funds is scheduled between the Organisation and the Landholder**.>

**SCHEDULE 1: CONTACT AND PROPERTY DETAILS**

**Landholder details**

|  |  |
| --- | --- |
| **Name of Landholder(s):** |  |
| **Mailing Address:** |  |
| **Australian Business Number:** |  | **Are you registered for GST?** | Y / N |
| **Telephone:**  |  | **Mobile:**  |  |
| **E-mail:** |  |
| **Local Government Area:** |  |
| **Property Name:** |  |
| **Property Address:** |  |
| **Lot(s)/DP:** |  |

**Organisation details**

|  |  |
| --- | --- |
| Organisation: |  |
| ABN: |  |
| Postal address: |  |
| Telephone: |  | Email: |  |

Please direct all enquiries and general correspondence regarding this project to the following contact:

|  |
| --- |
| Organisation Contact |
| Name: |  |
| Position: |  |
| Postal address: |  |
| Telephone: |  | Email: |  |

**SCHEDULE 2: MAP OF AGREEMENT AREA**

<Insert map>.

**SCHEDULE 3a: PROJECT WORKPLAN**

**List of all activities to undertake or maintain on-ground works for the duration of the Agreement:**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Activity | **Details** | **Expected Completion Date** | **Responsibility** | **Organisation funds (from State NRM grant****($ GST exclusive)** | **Organisation Funds (non-State NRM funds ($ GST exclusive)** | **Landholder contribution (cash and in-kind)** | **Total Budget****($ ex GST)** |
| Monitoring - baseline | Choose and mark photopoints. Take ‘before’ photos and record project information  | Before works commence | Landholder and Organisation |  |  |  |  |
| <e.g. Supply fencing materials | Purchase of materials for construction of fence> |  |  |  |  |  |  |
| <e.g. Construct fence | Install fence as indicated on Map in Schedule 2 (“Map”)> |  |  |  |  |  |  |
| <e.g. Primary weed control | Foliar herbicide spray in zones identified on Map> |  |  |  |  |  |  |
| <e.g. Secondary weed control | Follow up foliar herbicide spray on previously treated zones> |  |  |  |  |  |  |
| Monitoring - progress | Repeat photopoints and record project activities results. Complete basic analysis to determine change (before vs after). | End of funded works | Landholder and Organisation |  |  |  |  |
| Reporting | Complete reporting requirements as established between the Organisation and the Landholder. This may include communication deliverables and/ or monitoring summary |  | Landholder and Organisation |  |  |  |  |
| <e.g. Maintain fence | Fence maintenance and carry out necessary repairs | 10 years post project  | Landholder> |  |  |  |  |
| <e.g. Follow-up weed control> | Monitor identified zones and re-spray for targeted weeds | 10 years post project activities | Landholder> |  |  |  |  |
| **TOTAL ($ ex GST)** |  |  |  |  |

**SCHEDULE 3b: EXTREME WEATHER CONTINGENCY PLAN**

**The project will manage any risks posed by extreme weather or other natural events to successful project completion as follows:**

|  |  |  |
| --- | --- | --- |
| **Likely weather or extreme natural event** | **Tasks or activities from your project work plan that may be at risk** | **Actions you will take to ensure project tasks can be successfully completed on time** |
| <e.g. Drought | Native plantings. | Planting to occur during normal rain season. If drought occurs, plantings will be watered or delayed.> |
| <e.g. Heavy rainfall | Spraying of environmental weeds | In the event of prolonged wet weather, alternative, non-weather dependent methods, such as manual control and stem injection may be applied, consistent with best-practice management for the targeted weed species. Planned structural works will be implemented as early in the project’s timeframe as possible during periods of suitable weather. If structural works have not commenced within 6 months of the agreed project end date, the Landholder will contact the Organisation to negotiate an alternative plan for successful project completion.> |
| <e.g. Bushfire | Structural Works | It is recommended that all landholdings have a bushfire plan in place prior to commencement of works. It is encouraged that structural works be undertaken in accordance with bushfire plans (i.e. grading and setting firelines that will also act as strategic fire breaks, effectively breaking up the landscape).> |

**SCHEDULE 4: PAYMENT SCHEDULE (OPTIONAL)**

**<Include this schedule only if the Organisation is delivering funding directly to the landholder. Delete schedule if not required.>**

**The following payments will be made to the Landholder to deliver the Project Deliverables and Activities specified in this Agreement:**

|  |  |  |
| --- | --- | --- |
| Amount ($ excl GST) | Date | Milestone |
| <Amounts to be entered by Organisation > |  | Upon signing of this Agreement |
|  |  |  |
|  |  |  |
|  |  | Upon completion of all project activities and approval of a final completion report (including copies of invoices or receipts for all costs associated with the Project) |

**SCHEDULE 5: AGREEMENT TERMS AND CONDITIONS**

|  |  |
| --- | --- |
| **Clause** | **Agreement Conditions** |
| 1.1 The Landholder’s Responsibilities  | The Landholder(s) agrees:1. To implement the activities set out in the Project Workplan (Schedule 3a) across the mapped Agreement Area.
2. To obtain and comply with all necessary licences, approvals, consents and permits required for carrying out this Agreement.
3. To allow the Agreement Area to be available for occasional inspection for the purpose of monitoring and evaluation at times that are mutually agreeable to the parties to this Agreement.
4. To provide the Organisation and/or its Contractors reasonable access to the Property for project activities, on-ground works and site assessments.
5. To undertake maintenance of all on-ground works outlined in the Workplan for the duration of the Agreement.
6. To support the Organisation and the Western Australian Government’s State Natural Resource Management Program to promote the project, including through participation in field days, site tours, publicity or media releases.
7. The Landholder is responsible for any personally owned equipment used for the specified works, its insurance and public liability.
8. The Landholder must comply with all safety requirements in relation to the Agreement Area required by law, including the Western Australia Occupational Safety and Health Act 1984 and the Occupational Safety and Health Regulations 1996.
9. The Landholder must develop and submit for approval work safety documentation as directed by Organisation, which may include safe work method statements and construction plans to minimise risks to work safety and the environment.
10. The Landholder must, within 24 hours of occurrence, report to the Organisation all project work related incidents that resulted in, or had the potential to result in a:
11. Near miss: an incident that did not result in an injury, illness or damage but had the potential to.
12. Injury/illness: a condition arising from an incident that has affected a person’s health.
13. Hazard/damage: anything with the potential to harm or damage person, plant, equipment or property.
14. Dangerous occurrence: any situation exposing a person to serious risk from immediate or imminent exposure to a hazard.
15. The Landholder understands that there is no guarantee of continued funding or additional financial assistance from the Organisation or Western Australian Government’s State Natural Resource Management Program.
16. The landholder is to inform subsequent purchasers of the property of this Agreement, the works funded by the Organisation/ Western Australia State NRM Program and maintenance requirements.
17. The Landholder will provide to the Organisation the following reports if required by the Organisation:
18. A works activity progress report and/ or summary;
19. Site monitoring reports.
20. All receipts and records for all expenditure associated with the Project.
 |
| 1.2 Organisation Responsibilities  | The Organisation agrees to undertake the following:1. Provide resources (funding and inputs) secured from a successful application to the Western Australian Government’s State Natural Resource Program to the Landholder to implement agreed outcomes and to improve natural resource condition as set out in this Agreement*.*
2. Contact the Landholder to arrange mutually convenient times for site assessments, inspections, field days, other events and follow-up monitoring.
3. Develop management actions specific to the property in consultation with the Landholder.
4. Seek Landholder permission prior to publicising any aspect of the property or this agreement.
 |
| 1.3 The Rights and Responsibilities of Both Parties  | The parties agree that:1. They apportion risk as follows:
	* 1. The Organisation accepts the risk for the actions of the Organisations’ staff in entering the Property and carrying out functions associated with this Agreement.
		2. All other risks associated with this Agreement and the works under this Agreement rest with the Landholder.
2. The Landholder and the Organisation may by agreement in writing vary or supplement this Agreement at any time.
3. Information relating to the on-ground works carried out in the Agreement Area(s) will be stored by the Organisation and will be shared with the Western Australian Government’s State Natural Resource Management Program and other government agencies (as relevant). Consent will be sought from Landholders should any information pertaining to the Landholder’s personal details be required.
 |
| <e.g. 1.4 Special Conditions | Please insert any additional conditions that apply to this project, or delete this section if not applicable. Especially consider the WH&S special condition for high risk activities if appropriate. Ensure all appropriate conditions are turned black, explanatory text is deleted, and final numbering is sequential>. |

|  |
| --- |
| Signed by the Landholder/s |
| Signature:  |  | Signature: |  |
| Print name:  |  | Print name:  |  |
| Date: |  | Date: |  |
| Signed for and on behalf of <Organisation> |
| Signature:  |  |
| Print name: |  |
| Position: |  |
| Date: |  | **(This will be the date of Agreement commencement)** |