



PO Box 618  
GRAFTON NSW 2460

Contact: Peter Boyd

23 September 2008

General Manager  
Tweed Shire Council  
P O Box 816  
MURWILLUMBAH NSW 2484

TWEED SHIRE COUNCIL	
FILE No.	BIODIVERSITY Program
Doc. No.	
RECD	24 SEP 2008
ASSIGNED TO:	KINGSTON, M
HARD COPY	<input type="checkbox"/>
IMAGE	<input checked="" type="checkbox"/>

Attention: Mark Kingston

Dear Sir

**RE: CONTRACT NO.: IS8-9-L-1**  
**CONTRACT NAME: DEVELOPMENT OF A MODEL BIODIVERSITY DCP**

As the contractor for the above mentioned contract I am pleased to inform you that this Contract has now been executed and your copy of the Contract is attached.

The Northern Rivers Catchment Management Authority's (NRCMA) Contract Contact for this project is Peter Boyd. Peter's contact details are 135 Main Street, Murwillumbah, NSW, 2484 or PO Box 678, Murwillumbah, NSW, 2484 and can be contacted on 6676 7393. Please ensure that progress report(s) and the eventual final report are forwarded to Peter directly.

Your purchase order number is 45171189. Please ensure when you create your tax invoice that the invoice includes the purchase order number. Invoices are to be forwarded to the Northern Rivers Catchment Management Authority at PO Box 618, Grafton NSW 2460.

We look forward to working with you and providing assistance where possible.

Yours sincerely,

A handwritten signature in black ink that reads "P.A. Hayward".

On behalf of:  
Michael Pitt  
**General Manager**

---

All Correspondence to the General Manager – PO Box 618 GRAFTON NSW 2460  
Tel: 02 66420 622 - Fax: 02 66420 640  
Email: [northern@cma.nsw.gov.au](mailto:northern@cma.nsw.gov.au) Web site: [www.northern.cma.nsw.gov.au](http://www.northern.cma.nsw.gov.au)

---

PURCHASE ORDER: 45171189



# NORTHERN RIVERS CATCHMENT MANAGEMENT AUTHORITY

## CONTRACT

---

NAME OF CONTRACT:  
**Development of a model Biodiversity DCP**

CONTRACT NO:  
**IS8-9-L-1**

CONTRACTOR/ORGANISATION:  
**Tweed Shire Council**



## PROJECT SERVICES CONTRACT

### Contractor Details

**Name of contractor organisation:** Tweed Shire Council

**Address:** PO Box 816 Murwillumbah NSW 2484

**Australian Business Number:** 90178732496

Are you registered for GST? Yes

**Contact Person:** Mark Kingston

**Address :** PO Box 816 Murwillumbah NSW 2484

**Phone:** 66702 593 **Fax:** 66702 429 **e-mail:** mkingston@tweed.nsw.gov.au

### Northern Rivers Catchment Management Authority

**Authority's Representative:** Michael Pitt

**Address :** PO Box 618, Grafton NSW 2460

**Phone:** [02] 66 42 0622 **Fax:** [02] 66 42 0640 **e-mail:** [northern@cma.nsw.gov.au](mailto:northern@cma.nsw.gov.au)

Upon execution of this Contract by the Contractor and the Northern Rivers Catchment Management Authority, the Contractor agrees to perform the Project in strict accordance with the Project Specification set out Schedule 1, and any documents referred to therein, in consideration for which the Authority agrees to pay the Contractor the Contract Amount shown in Schedule 2, all subject to the terms and General Conditions of Contract and Special Conditions of Contract (if any), set out below.

Signed as an agreement by the Authority's Representative on the *1st* day  
of *September* 2008


Signed for & on behalf of the Authority

Signature 

Name printed **Michael Pitt**

Position **General Manager**

Signed for & on behalf of the Contractor

Signature 

Name printed **Michael Pitt**

Position **General Manager**



## **1. Project**

The Contractor shall:

- (a) ensure that the Project is performed in accordance with Schedule 1 and any Project Documents referred to therein and in accordance with the Special Conditions referred to herein;
- (b) ensure that the Project Timetable is observed;
- (c) ensure that the Project is performed by the groups/personnel (if any) who are proposed in the Project Documents;
- (d) comply with the Reporting Requirements;
- (e) report on or explain any aspect of the performance of works or other products delivered by the Contractor under the Contract, as requested by the Authority's representative;
- (f) comply with all negotiated directions and instructions issued by the Authority in relation to the Project, provided they are within the reasonable contemplation of the Project Documents;
- (g) use materials of suitable quality which are to be part of the work;
- (h) properly supervise and control the work of its employees/agents;
- (i) comply with all safety requirements notified to it by the Authority or required by law to be observed by the Contractor,

## **2. Payment of Contract Amount**

Unless Schedules 2 or 4 provide for some other mechanism for payment of the Contract Amount, payment thereof shall be made by the Authority following the submission of tax invoices for work actually performed and/or expenses actually incurred and shall be accompanied by an itemised statement of same.

## **3. Contractor's Records**

The Contractor must:

- (a) maintain financial receipt and expenditure details; Project related correspondence and other Project materials;
- (b) permit the Authority's officers and agents to inspect (and if necessary be supplied with copies of) all Contractor's accounts and other documents including any tender documents, relating to the Project; and
- (c) comply with all reasonable requests by the Authority for other information and particulars concerning the Project.

## **4a. Assignment**

The Contractor agrees to undertake and complete the Project itself. This Contract is not assignable, except where a project document referred to in Schedule 1 identifies a



subcontractor to perform certain project tasks. Where such name appears the Authority approves the use of such subcontractor(s) to perform such tasks.

#### **4b. Change of Principal**

If the Principal in this Agreement (i.e. the Authority) is reconstituted, renamed or replaced or if its powers or functions in respect of the performance of this Agreement are transferred to another entity, this Agreement is deemed to refer to that new entity as Principal.

#### **5. Insurance**

The Contractor, before commencing the Project, must hold or effect policies of insurance appropriate to the Project. Such policies of insurance shall cover:

- (i) Workers' Compensation;
- (ii) Public Liability insurance to an amount of AUD \$10 million and Voluntary Workers Insurance;
- (iii) loss of or damage to any component works being undertaken as a part of or comprising the Works, any temporary works and all materials, construction plant and other things that are brought onto the Work Location Site by or on behalf of the Contractor, to an insured amount not less than the Works Cost;

and promptly produce to the CMA evidence of the insurances held whenever requested to do so.

#### **6. Responsibility for Project**

- (a) The Project shall be undertaken at the Contractor's risk.
- (b) The Contractor shall not be liable for any instruction/directions, standards, criteria, professional structural works designs or benchmarks (policies) notified in writing by the Authority with which the Contractor must comply.
- (c) Contractors and landholders are reminded to check their WorkCover responsibilities regarding people at project sites.

The nominated Contractor's Representative may be altered in accordance with Section 9 of this contract.

#### **7. Failure to Perform the Project**

- (a) If in the opinion of the Authority the Contractor has failed to perform the Project or strictly comply with its Reporting Requirements in accordance with this Contract (Schedule 5) the Authority may serve a notice on the Contractor specifying the term of the Contract or Project Document or Reporting Requirement not complied with.
- (b) If the Contractor fails to remedy any matter set out in such notice the Authority may, at its absolute discretion:
  - (i) withhold any payment of the Contract Amount or part thereof; or
  - (ii) terminate this Contract.

#### **8. Delay**

- (a) Should the Contractor become aware of anything that will or may cause the Project not to be completed by any completion date stated in the Project Specification or Project



Timetable (Schedule 3) then the Contractor shall notify the Authority's Representative immediately and submit in writing a request for an extension of the time for completion.

- (b) Should the Contractor fail to proceed with the Project promptly, or, without the approval of the Authority, suspend the progress of the Project or abandon the Project, the Authority may terminate the Contract. Notwithstanding this, which includes an attempt to resolve the issue by both parties, the Authority reserves the right to terminate the Contract if the Project is not completed by the completion date.

#### **9. Variations**

Where it is proposed by either party to make a variation to the Project Specifications, that party shall notify the other in writing. Work on the variation(s) shall not proceed until both parties have approved the variation(s) and the Schedules have been amended in accordance with the approval.

#### **10. Cost Overruns**

The Authority will not pay any amount in addition to the Contract Amount set out in Schedule 2 unless prior approval for such payment, in writing, is obtained from the Authority. Such approval may be given or withheld in the Authority's absolute discretion and if given may be subject to conditions.

#### **11. Termination**

- (a) Either party may terminate the whole or any part of this Contract at any time by 28 days written notice addressed to the Contractor or Authority and such termination shall not expose either party to any claim for damages by reason of that termination.
- (b) Upon any termination of this Contract, the Authority will only be liable to pay the Contractor for work satisfactorily completed at the date of termination and the Contractor is to return any over-payment. The Authority may request the Contractor in writing to repay such over-payment, together with interest at the District Court debt rate for the time being. If the Contractor fails to repay all money and interest, the Authority may recover them in any appropriate court as a debt due to the Crown.
- (c) Nothing herein shall affect either party's common law rights to terminate the Contract on account of a repudiation by either party and recover damages.

#### **12. Service of Notices**

Any written notice or demand provided for in this Contract may be served on the Contractor by ordinary prepaid post, facsimile or e-mail to the Contractor Contact's address shown on the face of this Contract.

#### **13. Authority's Representative**

The Authority's Representative nominated under this Contract shall have the following duties:

- (a) oversee the performance of the Contractor under this Contract;
- (b) serve any notice referred to in the Contract;
- (c) receive and consider reports to be provided by the Contractor under this Contract;
- (d) maintain liaison (including considering reasonable requests) with the Contractor under the provisions of this Contract and otherwise act for the Authority hereunder.



#### **14. Publicity and Publications**

The Contractor acknowledges and agrees that, as this is a Northern Rivers CMA project, all publicity and publications with respect to the Project will be approved by the Northern Rivers CMA Contract Contact before printing and release.

The Contractor agrees to actively acknowledge and promote the Authority's Project and all publicity and/or publications produced as part of the Project must be prominently branded with the Northern Rivers CMA logo and referenced as follows:

*The [project name] project of the Northern Rivers Catchment Management Authority (CMA) has been undertaken by [organisation] through funding from the Australian and NSW Government.*

The Contractor must provide copies of all material produced as part of the Project to the General Manager of the Northern Rivers CMA, as well as an electronic copy to [northern@cma.nsw.gov.au](mailto:northern@cma.nsw.gov.au) for use on the CMA website.

The Contractor must ensure that any communication activity, including publications, articles, newsletters, field days and signs relating to the Project, acknowledges that it has received Australian and/or NSW Government funding and displays the agreed generic logo or branding, unless agreed otherwise.

The Contractor must ensure that all photos used in project publicity and/or publications have received consent from the individuals (especially minors) through a "Photo Release Form".

#### **15. Goods and Services Tax**

- (a) In this clause the expressions "consideration", "GST", "GST Law", "recipient", "supply", "adjustment note", "adjustment event", "input tax credit" and "tax invoice" have the meanings given to those expressions in the A New Tax System (Goods and Services Tax) Act 1999. A reference to a party to this Contract includes a reference to that party's "representative member" as defined in the above Act.
- (b) The Contractor may recover from the Authority any GST payable in relation to this Contract. The amount of any GST shall be paid at the same time as the consideration is paid for the supply to which it relates.
- (c) Unless expressly stated otherwise, the contract amounts or other consideration specified payable from the Authority to the Contractor are inclusive of GST at the GST rate prevailing at the Contract date. If the GST rate is varied during the currency of the Contract, the GST inclusive amount may be varied to reflect those changes.

*In the imposition of GST or any subsequent change in the GST law is accompanied by an abolition or reduction in any existing taxes, duties, excises or statutory charges the consideration payable by the Authority shall be reduced by the same proportion as the reduction in the Contractor's cost. The Authority may request that the Contractor provide it with all reasonable evidence necessary to demonstrate compliance with this clause.*

*All invoices or claims submitted by the Contractor under this Contract will be accompanied by a tax invoice. The Authority is not required to pay any amount on account of GST until this requirement has been complied with.*

- (d) Where an adjustment event occurs in relation to any supply under this Contract, the supplier must provide an adjustment note to the other party within 14 days after that adjustment event.



- (e) To the extent the Authority is liable under this Contract to reimburse the Contractor for any costs that the Contractor has incurred with a third party, the Authority will only be liable to reimburse the Contractor for the amount of those costs less any input tax credit the Contractor is entitled to.

*If the GST applies to any supply made by the Authority under this Contract, the Contractor will pay an amount on account of that GST liability to the Authority within 14 days of being provided with a tax invoice.*

*Unless expressly stated otherwise all monetary specification limits (eg insurance) in the Contract are exclusive of GST.*

## **16. Intellectual Property**

- (a) Subject to any agreement between the Authority and the Contractor to the contrary, the title to and intellectual property rights in any material arising from the Contractor's performance of the Contract vests solely upon its creation in the Contractor.
- (b) The Contractor grants to the Authority non-exclusive, perpetual, royalty free licence (including a right to sub-licence) to use such material.
- (c) Clause 16(b) will not affect any pre-existing IP rights of any material, information or services provided by any party. Where this contract generates or provides material containing pre-existing IP material and a right to pre-existing material cannot be licenced, the licence as a minimum must enable the Authority to make contract material available to third parties and/or in the public domain. By signing this agreement, the contractor agrees to such a minimum licence.
- (d) Crown copyright rules apply to material developed by or on behalf of the Crown. For example, data collected or derived from existing State held data will remain considered Crown copyright.
- (e) The Contractor must provide data products which comprise or are a component of the Contract Material with metadata (documentation about data) that meets the most recent standards specified by ANZLIC ([www.anzlic.org.au](http://www.anzlic.org.au)) – the Spatial Information Council.
- (f) The NRCMA can provide Lot and DP information when required. This information is only to be used for the purposes of the contract and not for any other purposes during or subsequent to the contract period.

## **17. Privacy**

Both parties agree to comply with the Information Privacy principles set out in section 14 of the Privacy and Personal Information Protection Act 1998 and to comply as far as practicable with any policy guidelines set down by the Authority relating to the handling of personal information.

## **18. Dispute Resolution**

Any dispute or difference ("dispute") arising out of or in connection with this contract must be resolved as follows:

- (a) The parties will cooperate with each other and use their best endeavours to resolve by mutual agreement any differences between them and all other difficulties which may arise from time to time relating to this Contract.
- (b) If a dispute is not resolved through the above procedure the parties must then refer the dispute to mediation by a qualified Mediator agreed to by the parties.





- (c) The Mediation Referral commences when any party gives written notice to the other(s) specifying the dispute and requiring its resolution under this clause.
- (d) Each party must continue to perform this Contract notwithstanding the existence of a dispute or any proceedings under this clause.

**19. Key Persons**

- (a) The contractor must use its best endeavours to ensure that where persons are named either in the application or work plan, those individuals are engaged in the performance of the role identified.
- (b) The contractor shall notify the Authority immediately if a person named in the documents ceases to be engaged in the performance of the role and shall forthwith provide details of similarly qualified or experienced substitutes for that person.
- (c) Any substitute for a person named must be approved by the Authority before commencing work, however in this regard the Authority must not unreasonably withhold its approval.
- (d) If the Authority does not approve of a substitute or if no substitute is put forth by the Contractor for approval then the Authority may regard the Contractor as in default of this agreement.

**20. Term of Agreement**

The term of this agreement shall be for the period specified in Schedule 3 – Project Timetable.



**SPECIAL CONDITIONS**

1. Copies of any media releases/promotional material produced throughout the project must be supplied to the contract contact officer for approval **prior** to the time of release.
2. The NRCMA requests all reports be printed double sided and if possible on recycled paper to comply with the Australian Governments reduce, re-use, recycle policy.

End



## SCHEDULE 1 – PROJECT SPECIFICATION

### Project Description

This project requires the contractor to develop a model Biodiversity DCP for use by all Councils in the NRCMA region, which will provide standard detailed guidance on acceptable standards for biodiversity and habitat management aspects of proposed developments.

**Project Outcomes:** The following Outcomes should be delivered within the project area, through implementation of the **Project Work Plan** attached as **Appendix 1**.

1. Improved consideration and integration of biodiversity issues in local government planning instruments
2. Consistent and standard approach in line with published science and relevant State Guidelines
3. Support for Biodiversity related clauses in LEPs
4. Streamlined approval process – reduce the need for referrals by planners and reduce the possibility of inappropriate approvals
5. Greater certainty for all stakeholders (proponents, community, consent authority, State agencies).
6. Improved coordination of statutory and non-statutory biodiversity considerations.

## SCHEDULE 2 – CONTRACT AMOUNT

A total amount of \$45,000+ \$4,500 (GST) will be paid to the Contractor by the Authority to satisfactorily complete the project by achieving the Project Outcomes through delivery of Project Outputs as specified in the Project Work Plan

## SCHEDULE 3 - PROJECT TIMETABLE

**Start Date:** The date the contract is signed by the authorities representative

**Completion date:** 30 May 2009

## SCHEDULE 4 - PAYMENT SCHEDULE

**Payment will be available in instalments as follows:**

**1st Payment** – Following the contract being signed by both parties a payment of \$15,000 (+ \$1,500 GST) will be processed. The payment will be based on the contractor's tax invoice, which must be forwarded to the Grafton office, as detailed below.

**2nd Payment** – Upon satisfactory acceptance of a Progress Report due **30 January 2009** (see Schedule 5) a payment of \$15,000 (+ \$1,500 GST) will be processed. The payment will be based on the contractor's tax invoice, which must be forwarded to the Grafton office, as detailed below.



**Final Payment** – Upon satisfactory acceptance of the Final Report due **30 May 2009** (as outlined in Schedule 5) a final payment of \$15,000 (+ \$1,500 GST) will be processed. The payment will be based on the contractor's tax invoice, which must be forwarded to the Grafton office, as detailed below.

#### **INVOICING**

The Northern Rivers Catchment Management Authority will forward you a Purchase Order once your contract has been processed. This purchase order will list all your payments and note the date your payments are due. When sending us your Invoices please ensure the relevant Purchase Order Number is noted on the invoice otherwise the invoice will be unable to be processed.

All invoices are to be forwarded to:

**Northern Rivers Catchment Management Authority**  
PO Box 618  
Grafton NSW 2460

### **SCHEDULE 5 – REPORTING REQUIREMENTS**

**Your NRCMA contact for this project is:-**

**Peter Boyd**

Northern Rivers Catchment Management Authority  
PO Box 678  
Murwillumbah NSW 2484

**Progress Report**

The contractor will be required to provide the Authority's Representative with one Progress Report demonstrating satisfactory progress in the delivery of project Outputs as specified in the Project Work Plan (Appendix 1). The report must be submitted using the template provided (Appendix 2). All publicity releases should be included. Progress report should be addressed to the above Contract Contact.

**Final Report**

The Contractor is required to provide the Authority's Representative with two original hard copies of a Final Report using the attached Final Report Template and also one in electronic form (emailed, CD etc). Visual presentation of information, where relevant, as maps, graphs, figures and photographs, is desirable in the Final Report.

Utilising the **Appendix 3** template the Final Report must include the following –

1. Project Administration
2. Summary of Project Outputs
3. Final Report – Project Work Plan – a fully completed Project Work Plan including Project Tasks, Outputs and Achievements.
4. Final Report – Financial Information – an auditable financial record of the project, including in-kind contributions and additional funds obtained
5. Final Report – Project Evaluation - an evaluation of the project including achievement of outcomes, identification of any problems, further work required, and any recommendations to improve future projects.
6. Declaration



7. Three copies of project reports, photos, maps, media releases, communications material and any other product developed or produced throughout the project.

The **Final Report** is to be forwarded to the Contract Contact (see above). Once approved, the Grafton office will release your payment.

#### **Reporting of On-Ground Works Undertaken**

The contractor must record, by the Completion date (Schedule 3), location and output information for any on-ground works undertaken during the project, using the reporting template and guidelines provided by the NRCMA Contract Contact.

#### **Unsatisfactory Reports**

If any report is deemed to be unsatisfactory by the Authority, the Contractor will be contacted by the Authority's Representative or his nominee to discuss areas of concern and appropriate action. Reports should then be amended and resubmitted on a date agreed to by both parties.

#### **Auditing of Projects**

As part of the NRCMA's monitoring and evaluation of projects we have an auditing process in place that monitors a small number of projects on an annual basis.



## APPENDIX 1 – WORK PLAN

### PROJECT WORK PLAN

<b>Project Brief Number:</b> 41	<b>Project Title:</b> Development of a Model Biodiversity DCP
<b>Contractor:</b> Tweed Shire Council	
<b>Contract Number:</b> IS8-9-L-1	<b>Contract Title:</b> Development of a Model Biodiversity DCP

#### (1) Project Outcomes

1. Improved consideration and integration of biodiversity issues
2. Consistent and standard approach in line with published science and relevant State Guidelines
3. Support for Biodiversity related clauses in LEPs
4. Streamlined approval process – reduce the need for referrals by planners and reduce the possibility of inappropriate approvals
5. Greater certainty for all stakeholders (proponents, community, consent authority, State agencies).
6. Improved coordination of statutory and non-statutory biodiversity considerations.

#### Project Tasks

Task No.	(2) Task Description	(3) Outcomes Linked	(4) Partnerships	(5) Budget \$	(6) Planned Completion Date
1	Project planning, DCP Template etc	All	Other Councils, State agencies	<b>\$1600</b> (NRCMA) \$3600 (TSC)	October 2008
2	General Content (aims objectives, overview of DCP statutory/ non statutory context)	All	Other Councils, State agencies	<b>\$1600</b> (NRCMA) \$3200 (TSC)	December 2008
3	Liaison/workshopping with other Councils	All	Other Councils, State agencies	<b>\$1200</b> (NRCMA) \$1600 (TSC) \$4800 (LGAs)	February 2009
4	NRCMA Contract Progress report	All			<b>27 Feb 2009</b>
5	Specific Controls/Acceptable solutions	All	Other Councils, State agencies	<b>\$1600</b> (NRCMA) \$3200 (TSC)	March 2009
6	Detailed Guidelines - Survey methods	All	Other Councils, State agencies	<b>\$6400</b> (NRCMA) \$1600 (TSC)	March 2009
7	Detailed Guidelines - Habitat Compensation and Offsets	All	Consultants Other Councils, State agencies	<b>\$21600</b> (NRCMA) \$3600 (TSC)	March 2009
8	Detailed Guidelines - Habitat Management Plans	All	Other Councils, State agencies	<b>\$800</b> (NRCMA) \$3200 (TSC)	December 2008
9	Detailed Guidelines - Biodiversity Resource Information	All	Other Councils, State agencies	<b>\$800</b> (NRCMA) \$2000 (TSC)	March 2009
10	Travel			<b>\$1000</b>	



				(NRCMA)	
11	Reporting, review and administration including progress report	All	Other Councils, NRCMA	<b>\$8400</b> (NRCMA) \$6000 (TSC) \$4800 (LGAs)	Final Report - <b>30 May 2009</b>

#### Measurable Project Outputs

(7) Output Code	(8) Output Description	(9) Measure 1	(9) Measure 2	(10) Outcomes Linked	(11) Tasks Linked	(12) Planned Completion Date
P1.1	Best Management practice guides	1		All	All	May 2009



**APPENDIX 2  
PROGRESS REPORT FOR CMA PROJECTS**

**Northern Rivers Catchment Management Authority**

**Progress Report No: 1**

**CONTRACT TITLE: Development of a model Biodiversity DCP**

**CONTRACT NO.: IS8-9-L1**

**CONTRACTOR'S CONTACT: Mark Kingston**

**CONTRACTOR: Tweed Shire Council**

**1. Comments on Project progress**

Provide an overall statement on; any relevant problems or impediments to project implementation, including achievement of Outcomes.





## 2. PROJECT TASKS & OUTPUTS

In the tables below, list all Project Tasks, Outputs and Planned Dates & Measures as they appear in the Contract Work plan, up to the completion date for this progress report (also include any project tasks that have been started/completed from the next stage/s of the contract). Please provide information on Actual Dates & Outputs and any relevant Comments.

### PROJECT TASKS

*(Insert from Workplan's Project Task table)*

Task No.	Task Description	Task (or %) Completion Date		Comments, Problems & Reasons for any Variations from Planned
		Planned	Actual	
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

### MEASURABLE PROJECT OUTPUTS

*(Insert from Workplan's Project Outputs table)*

Output Code	Output Description <i>(Attach any relevant output documents, eg. media articles, reports)</i>	Measurable Outputs				Output Delivery Date		Comments, Problems & Reasons for any Variations from Planned
		Planned Measure 1	Planned Measure 2	Actual Measure 1	Actual Measure 2	Planned	Actual	



**3. Declaration:**

I declare that I am an authorised representative of the recipient organisation, that the information given on this form is complete and correct, and that expenditure of funds paid under the Contract has been solely on the project and in accordance with the terms of the Project Services Contract.

<b>Name (please print)</b>		
<b>Position in Organisation</b>		<b>Phone</b> <b>E-mail</b>
<b>Signature</b>		<b>Date</b>

**Once completed, please submit this Progress Report and any accompanying /supporting information to the following NRCMA Contact person by the due date:**

Insert CMA Contract Contact Officer details here:

Name	Peter Boyd
Phone	66767 393
E-mail	peter.boyd@cma.nsw.gov.au



Office use only

**CMA Contract Contact Comments/Recommendation**

--

**Signed**

**Date**



Note: Please use F11 to toggle between highlighted fields.

**Appendix 3**  
**FINAL REPORT FOR CMA PROJECTS**  
**Northern Rivers Catchment Management Authority (NRCMA)**

**CONTRACT TITLE:** Development of a model Biodiversity DCP

**CONTRACT NO.:** IS8-9-L1

**CONTRACTOR'S CONTACT:** Mark Kingston

**CONTRACTOR:** Tweed Shire Council

**PROJECT DURATION:** Start: **Insert start date** Finish: **27 March 2009**

---

**1. PROJECT OUTCOMES & EVALUATION**

<b>OUTCOME</b> <i>(insert from contract schedule 1)</i>	<b>COMMENT</b> <i>(Describe the level of success, the results of any outcome evaluations conducted and any problems found in achieving the desired outcomes)</i>

*Describe any insight or innovation gained from the project that could be used for future projects*

*List any recommendations you would make to improve delivery of a project like this in the future*



## 2. PROJECT TASKS & OUPUTS

PROJECT TASKS				
<i>(Insert from Workplan's Project Task table)</i>				
Task No.	Task Description	Task Completion Date		Comments, Problems & Reasons for any Variations from Planned
		Planned	Actual	
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

MEASURABLE PROJECT OUTPUTS								
<i>(Insert from Workplan's Project Outputs table)</i>								
Output Code	Output Description <i>(Attach any relevant output documents, eg. media articles, reports)</i>	Measurable Outputs				Output Delivery Date		Comments, Problems & Reasons for any Variations from Planned
		Planned Measure 1	Actual Measure 1	Planned Measure 2	Actual Measure 2	Planned	Actual	



**3. FINAL PROJECT INCOME & EXPENSE REPORT**

<b>Income/Contributions</b>			
Source	Cash Amount \$ <i>(insert Contract Amount from schedule 2)</i>	In-kind Amount \$ <i>(office use only)</i>	Total Amount \$
NRCMA Contribution			
Proponent's Contribution			
State Agencies Contribution			
Other Contributions*			
<b>Total</b>			

<b>Expense/Cost</b>			
Tasks	Cash Amount \$	In-kind Amount \$	Total Amount \$
<b>Total</b>			

\*Other contributors eg. Council, Landholder, Landcare Groups



**4. Landholder Agreements:** (if applicable):

Have all landholder management agreements, as specified in the contract special conditions, been forwarded to the NRCMA General Manager? (yes/no-why not?)

**5. Declaration:**

I declare that I am an authorised representative of the recipient organisation, that the information given on this form is complete and correct, and that expenditure of funds paid under the Contract has been solely on the project and in accordance with the terms of the Project Services Contract.

<b>Name (please print)</b>		
<b>Position in Organisation</b>		<b>Phone E-mail</b>
<b>Signature</b>		<b>Date</b>

**Once completed, please submit this Final Report and any accompanying /supporting information to the following NRCMA Contact person by the due date:**

<u>Insert CMA Contract Contact Officer details here:</u>	
Name	Peter Boyd
Phone	66767 393
E-mail	peter.boyd@cma.nsw.gov.au

