



Australian Government

Commonwealth Environmental Water Office



Government of South Australia

Department for Environment  
and Water

## PARTNERSHIP AGREEMENT

between the **Commonwealth  
Environmental Water Holder** and the  
**SA Department for Environment and  
Water** in relation to planning and  
managing the transfer, delivery and  
monitoring of environmental water within  
the state of South Australia

## Table of Contents

<b>Preamble</b> .....	3
1. Vision for environmental watering in South Australia .....	3
2. Guiding principles .....	3
<b>Details of Agreement</b> .....	4
3. Parties .....	4
4. Purpose .....	5
5. Duration and effect .....	5
6. Agreement variation and termination.....	5
7. Disputes .....	6
8. Statutory and other obligations .....	6
<b>Terms of agreement</b> .....	8
9. Annual planning for environmental watering events.....	8
10. Decisions on environmental watering events .....	9
11. Implementation of decisions on environmental watering events.....	9
12. Standard delivery arrangements .....	9
13. Risk management .....	12
14. Costs .....	13
15. Accounting arrangements .....	14
16. Reporting and monitoring arrangements .....	14
17. Records management .....	15
18. Communications and media .....	16
19. First nations and stakeholder engagement .....	16
<b>Signature page</b> .....	19
<b>Schedules</b> .....	20

## Preamble

The Commonwealth Environmental Water Holder (CEWH) is a statutory position established under the Commonwealth *Water Act 2007* and is responsible for the management of the Commonwealth environmental water holdings. This water must be managed to protect or restore environmental assets, so as to give effect to relevant international agreements. The CEWH leads and is supported by the Commonwealth Environmental Water Office (CEWO), a division of the Australian Government Department of Agriculture, Water and the Environment.

The South Australian (SA) Department for Environment and Water (DEW) is the state's primary environmental water manager. It is responsible for ensuring that water resources within SA are managed in accordance with relevant statutory natural resource management plans and water allocation plans under the *Landscape South Australia Act 2019*. DEW is responsible for administering a variety of Acts that directly relate to development and management of the River Murray such as *The Murray River Act 2003*, *Landscape South Australia Act 2019*, *National Parks and Wildlife Act 1972* and *Native Vegetation Act 1989*.

The *Murray-Darling Basin Plan 2012* (the Basin Plan) is a high-level plan for ensuring that the Basin's water resources are managed in an integrated and sustainable way. The Basin Plan places obligations on both DEW and the CEWH in how they manage water. It includes an environmental watering plan that provides a framework for planning and coordinating environmental water management, including a common set of objectives, principles, and priorities.

This agreement sets out how the CEWO and DEW will work together in managing environmental water. It includes an agreed process for planning and managing the transfer, delivery and monitoring of Commonwealth environmental water within SA, and a process for supporting on-going improvement in operational arrangements for the effective and efficient use of held environmental water.

This agreement is made recognising that Commonwealth environmental water is only one of a number of sources of environmental water across the Basin. There are other environmental water entitlements, such as those held by state governments and managed by the Murray-Darling Basin Authority (MDBA) under The Living Murray initiative, as well as significant volumes of planned environmental water managed by state governments through the rules in water resource plans (once fully accredited). By agreeing to a process for the use and management of Commonwealth environmental water in and through SA, this agreement will help to facilitate the coordination of these different sources of environmental water with a view to improving the health of the SA River Murray system, from the border to the Murray Mouth, including the Coorong.

### **1. Vision for environmental watering in South Australia**

- 1.1 Environmental watering in South Australia is a collaborative, complementary, integrated effort between partners, supported by communities, that delivers efficient and effective use of available water to maximise environmental outcomes.

### **2. Guiding principles**

- 2.1 That the use of all sources of held environmental water seeks to maximise environmental benefits in SA and across the Murray-Darling Basin.

- 2.2 That environmental water is managed adaptively and in accordance with the requirements of the Basin Plan, Murray-Darling Basin Agreement, Water Resource Plans and operating rules that relate to the delivery of all water (environmental and consumptive).
- 2.3 That the use of environmental water is undertaken with a view to minimising risks and maximising benefits and that all decisions on water use are informed by an appropriate assessment of risk, with arrangements put in place to ensure risks are identified and appropriately managed.
- 2.4 That environmental water use is facilitated by open communication with opportunities for both parties to regularly consult with each other and communities on the planning, management and delivery of environmental water.
- 2.5 That environmental water management and use decisions are transparent and informed by the values, views and advice of local and community bodies, including Traditional Owners.
- 2.6 That environmental water management and use decisions are informed by up to date, credible and reliable scientific information. New knowledge and information will continue to be used to adaptively manage environmental water (as per definition of adaptive management in Section 1.01 (1) of the Basin Plan and in the Basin-wide Environmental Watering Strategy), thereby supporting improvements in practice.
- 2.7 That CEWO and DEW will continue to work collaboratively to align planning and reporting to reduce unnecessary duplication, administrative effort and ensure consistent messaging to the community where possible.
- 2.8 That CEWO and DEW will work collaboratively with river operators, SA Water and the MDBA, in facilitating the delivery of environmental water in accordance with the principles set out in this agreement.
- 2.9 That the practice of environmental water management will continually evolve through the development of innovative and flexible approaches. This will help ensure that parties are leaders in the field of environmental water management; and that environmental outcomes are maximised despite uncertainty over future conditions and changing circumstances.
- 2.10 That in accordance with the Commonwealth environmental water trade protocols, developed to meet the requirements of the Basin Plan watering trading rules, the CEWO and DEW will take reasonable steps to safeguard against the risk of either party exchanging information that constitutes a water announcement (sensitive water market information) before it has been made generally available.

## **Details of Agreement**

### **3. Parties**

#### **3.1 This Partnership Agreement is between:**

- a. the Commonwealth Environmental Water Holder (CEWH) within the Department of Agriculture, Water and the Environment, and

b. the SA Department for Environment and Water (DEW).

- 3.2 Each party enters this Agreement in their capacity as a holder and manager of water entitlements and/or environmental assets for the purpose of protecting and restoring environmental assets within SA.
- 3.3 The parties acknowledge that this Agreement is not a legally binding or legally enforceable instrument and will undertake to comply with its terms in the spirit of partnership.
- 3.4 This Agreement does not create a relationship of employment, agency or legal partnership between the parties.
- 3.5 The parties must not represent themselves, and must ensure that their officers, employees, agents and subcontractors do not represent themselves, as being an officer, employee, partner or agent of the other party, or as otherwise able to bind or represent the other party.
- 3.6 This Agreement does not exclude either party from establishing arrangements separate from this agreement, including with other entities that support the efficient and effective use of environmental water in South Australia.

#### **4. Purpose**

- 4.1 This Agreement is established with regard to the objectives of the Basin Plan, with a view to maximising environmental outcomes over time by helping to co-ordinate the efficient and effective use of Commonwealth environmental water, including with other environmental water.
- 4.2 This Agreement formalises the terms of arrangement, roles and responsibilities between the CEWH (supported by the CEWO) and DEW regarding the planning, use, delivery, accounting, monitoring, reporting and communicating around the use of Commonwealth environmental water within the state of SA.
- 4.3 Commonwealth environmental water delivery within SA, where agreed, will be facilitated by DEW in accordance with this Agreement, including any Watering Schedules appended to this Agreement.

#### **5. Duration and effect**

- 5.1 This Agreement comes into effect on the date on which it is signed by both parties.
- 5.2 This Agreement ceases at 30 June 2025, unless otherwise agreed between the CEWO and DEW.

#### **6. Agreement variation and termination**

- 6.1 The Agreement and its operation via the annual watering schedule is subject to periodic review guided by the questions identified in Section 6.5. This will include:
  - a. An annual discussion between DEW and CEWO on the implementation of the agreement over the previous 12 month period, undertaken in conjunction with the development of the watering schedule.
  - b. Formal review 12 months prior to the completion of the five year period to inform the development of any subsequent agreement, with a report prepared collectively by the parties to the CEWH and DEW's delegate, the Director, Water Infrastructure and Operations.

- 6.2 Changes to the document must be agreed by both parties.
- 6.3 Variation to the use of Commonwealth environmental water (as defined within exchanged letters or Watering Schedules) may occur but will be subject to agreement by the CEWO. A revised Watering Schedule can be prepared by either party but the inclusion of revisions to the Watering Schedules will require the joint agreement by both parties.
- 6.4 Either party may terminate this Agreement with a 15 working day notice period by giving notice in writing from either the CEWH or the DEW delegate. If DEW or the CEWO terminates this Agreement, the terms of the Watering Schedule that is current and all actions described in that schedule will be negotiated on a case by case basis, until such time as the volume specified for use under that schedule has been fully accounted for as used or the water has been reassigned.
- 6.5 Reviews (under 6.1) of whether the Agreement is effective in supporting the requirements and responsibilities of the parties will be guided by the following questions:
- a. Is the agreement achieving its purpose (as stated in 4)?
  - b. Are reporting requirements providing sufficient information exchange between the parties?
  - c. Are the risk assessment processes supporting the parties in effectively identifying and managing risk?
  - d. Does the accounting framework effectively track the use of Commonwealth environmental water within SA from the SA border to the Coorong?
  - e. Does the agreement support and encourage adaptive management of the events and arrangements set out in the agreement?

## **7. Disputes**

- 7.1 The parties agree to use reasonable efforts to resolve by negotiation any problem that arises among them (a Dispute). A party will not withdraw from this Agreement until management representatives of each of the parties have endeavoured in good faith to agree upon a resolution of the Dispute.
- 7.2 Despite the existence of a Dispute, both parties will continue to perform their respective obligations under this Partnership Agreement.
- 7.3 The parties acknowledge that where any Dispute is unable to be resolved at the officer level, it is to be escalated to the CEWH and DEW Director, Water Infrastructure and Operations.

## **8. Statutory and other obligations**

- 8.1 Nothing in this Agreement overrides the laws, policy or programs that apply to either party.
- 8.2 Any use or management of Commonwealth environmental water or funds under this Agreement must be consistent with the CEWH's obligations under:
- a. the *Water Act 2007* (Cth) and the *Basin Plan 2012*, including:
    - i. being managed in accordance with, and performing its functions and exercising its powers in a way that is consistent with the environmental watering plan

- ii. performing its functions and exercising its powers in a way that is being consistent with the Basin-wide Environmental Watering Strategy
  - iii. undertaking watering in accordance with the 'Principles to be applied in environmental watering' (*Basin Plan, Chapter 8, Division 6*), including
    - (A) Consistent with the environmental watering plan objectives
    - (B) Having regard to the Basin annual environmental watering priorities
    - (C) Maximising environmental benefits
    - (D) Having regard to risks and costs
    - (E) Having regard to local knowledge and experience, Indigenous values, social and economic outcomes, and the views of local communities or persons materially affected by the management of environmental water
    - (F) Applying adaptive management and the precautionary principle
    - (G) Consistent with relevant international agreements.
  - iv. undertaking watering having regard for water quality and salinity targets for managing water flows (*Basin Plan, Chapter 9, Division 2*)
  - v. acting consistently with the water trading rules
  - vi. satisfying monitoring and reporting requirements as described in any schedules or any statutory documents.
  - b. the *Environment Protection and Biodiversity Conservation Act 1999 (Cth)*, particularly the requirement to ensure that Commonwealth environmental water is not likely to have a significant adverse impact on the environment, including any matter of national environmental significance
  - c. the *Public Governance, Performance and Accountability Act 2013 (Cth)*
  - d. the Commonwealth Fraud Control Framework.
- 8.3 Any use or management of environmental water or funds under this Partnership Agreement must be consistent with the DEW's statutory obligations under:
- a. the *Basin Plan 2012*
  - b. the *Landscape South Australia Act 2019*, including Water Allocation Plans and Water Resource Plans
  - c. the *River Murray Act 2003 (SA)*
  - d. the *National Parks and Wildlife Act 1972 (SA)*
  - e. the *Environment Protection and Biodiversity Conservation Act 1999 (Cth)*.

- 8.4 Consistent with 2.10 in relation to trade, if a water announcement, or information which the CEWO or DEW staff member could reasonably expect to be a water announcement, has been disclosed by either party to the other before it has been made generally available, the CEWO or DEW representative must make note of what was discussed and advise the CEWH or DEW delegate of the disclosure of a possible water announcement. The CEWH or DEW delegate is to take an appropriate course of action in accordance with their organisations' policies and procedures as required under the *Basin Plan s12.51*.
- 8.5 The CEWH or DEW delegate will make reasonable endeavours to ensure that the information is made generally available as soon as possible such that it does not delay or suspend trading actions or transfers of water.

## Terms of agreement

### 9. Annual planning for environmental watering events

- 9.1 DEW develops Annual Environmental Watering Priorities, guided by the Long Term Environmental Water Plans, for the three water resource plan areas recognised by the Basin Plan in SA (The South Australian River Murray, The Eastern and Mount Lofty Ranges and the Murray Region), which outline the priorities for how environmental water may be used.
- 9.2 The CEWO develops watering plans outlining how to best use Commonwealth environmental water to supply identified environmental demands, consistent with the CEWH's statutory obligations, with consideration of demands identified in the DEW's annual environmental watering priority process and long term environmental watering plans.
- 9.3 To the extent possible, both parties commit to align planning, environmental objectives, priority assets and potential environmental watering actions in South Australia.
- 9.4 To this end the parties will work together prior to and during the annual planning process, including, where practical, joint meetings with the relevant advisory committees and river operator, and the timely exchange of draft planning and priority documents for review and comment. This is to include the assessment and review of relevant risks.
- 9.5 CEWO and DEW commit to working together when assessing potential new uses of environmental water. This will include parties working collaboratively from an early stage to develop plans, objectives, risk management and accounting arrangements.
- 9.6 The planning process for environmental watering in SA is outlined in Schedule 1, including planning steps for both DEW and CEWO.
- 9.7 The parties will work together prior to and during the season to determine and plan for priorities for environmental water commitments in SA with a view to achieving the purpose of the Agreement.
- 9.8 Both parties will participate in the development of Basin annual environmental watering priorities as appropriate. Both parties agree to work toward effective whole-of-system planning, including working with other jurisdictions and through contribution to dedicated forums such as SCBEWC, based upon a shared understanding that upstream watering decisions have a direct impact on South Australia, and vice versa. Both parties will seek to ensure that where sufficient



water is available, planning includes consideration of the whole river system, including the river itself, and not be limited to a series of isolated sites.

- 9.9 Consistent with the Basin Plan's environmental watering plan, any decisions to make water available for agreed environmental watering events under this agreement will have regard to the Basin annual environmental watering priorities and be consistent with the Basin-wide environmental watering strategy.

## **10. Decisions on environmental watering events**

- 10.1 Decisions to make water available for environmental watering events are the responsibility of the respective holders of that water. For clarity, nothing in this agreement over-rides the statutory decision-making responsibilities of either party in relation to their environmental water holdings.
- 10.2 Each party agrees to inform the other party of decisions made on environmental watering events in SA in the Murray-Darling Basin, including events not involving the other party.
- a. Each party agrees that best endeavours will be made to communicate environmental watering events not covered under this Partnership Agreement prior to the event taking place.
  - b. Both parties agree that advisory groups (or their equivalent) will be a principal mechanism for the provision of advice on environmental water needs within their respective catchments and for communication on environmental water management locally (see 'Stakeholder Engagement').

## **11. Implementation of decisions on environmental watering events**

- 11.1 Unless otherwise agreed by the parties in writing, use of Commonwealth environmental water in South Australia will be agreed by the CEWH and the DEW delegate (Director, Water Infrastructure and Operations) through a Watering Schedule.
- 11.2 A Watering Schedule will: name the target asset(s); specify the timeframe and approved CEW volumes; identify other potential sources of environmental water; outline the availability and use of return flows; list environmental objectives and possible watering actions; outline delivery, accounting and operational requirements; confirm key partner roles, delivery costs, reporting requirements and risk assessment management; and identify arrangements, including any variations to Standard delivery arrangements (Section 12).

A template is provided at Schedule 2, noting this can be varied by agreement of both parties.

- 11.3 Watering Schedules remain subject to review at the discretion of either Party in consultation with the other party. Any changes to the Schedules must be agreed to by both Parties.
- 11.4 For the avoidance of doubt, a Watering Schedule does not in any way limit each Party's responsibility to perform its obligations under this Agreement.

## **12. Standard delivery arrangements**

- 12.1 The CEWH maintains the right to deliver Commonwealth environmental water from its own accounts where that delivery meets the statutory requirements for such delivery.

- 12.2 For agreed Commonwealth environmental watering events, the CEWH or delegate will authorise the transfer of Commonwealth environmental water onto the SA Water Minister's Water Account, unless otherwise agreed. The volume of environmental water to be transferred and the timing of those transfers will be discussed with the DEW prior to the transfer occurring.
- 12.3 For the purposes of this agreement, Commonwealth environmental water that is passed through to the South Australian border under bulk delivery arrangements from upstream jurisdictions, will be treated the same as Commonwealth environmental water transferred directly onto the SA Water Minister's Water Account.
- 12.4 Unless otherwise agreed, Commonwealth environmental water that has been transferred to SA is to be delivered in accordance with the following arrangements.
- 12.5 The DEW is responsible for:
- a. liaising and coordinating with State Government staff, land holders, non-government organisations and other parties involved in the delivery of Commonwealth environmental water
  - b. monitoring and communicating to the CEWO the catchment conditions and expected water use in the SA MDB over the period of water delivery and to identify any changes to the proposed delivery regime and volume of use
  - c. undertaking measures to manage risk as per Section 13 "Risk Management"
  - d. ensuring that all approvals required for the delivery of Commonwealth environmental water are obtained, including: for water delivery; works required to enable delivery; any environmental and relevant heritage approvals; seeking notice from relevant consent authorities; and, providing required advance notice to third parties including private landholders
  - e. ensuring CEWO is advised of any material changes to an agreed delivery regime and volume of use as a result of catchment conditions, including changes to expected water use in the targeted system over the period of water delivery
  - f. ensuring Commonwealth environmental water is to be actively managed within an adaptive framework and in response to changing circumstances and potential risks including through discussions at the officer to officer level and with community, scientific and operational advisory groups.
  - g. where DEW has operational control of a watering event, reducing or ceasing the release of Commonwealth environmental water to sites within South Australia if its continued delivery poses an unacceptable risk to people, property, the environment (including water quality) and/or heritage-listed places, until this risk abates
  - h. accounting and reporting on the use of the Commonwealth environmental water delivered by DEW through this agreement and its associated schedules (as outlined in Section 15)
  - i. undertaking monitoring and reporting requirements outlined in Section 116.
- 12.6 The CEWO will be responsible for:

- a. obtaining approval from the CEWH to make water available from the Commonwealth environmental water holdings
  - b. consulting with DEW on the amount and source system of water before it is progressively traded onto the SA Water Minister's Account
  - c. ensuring DEW is consulted on any material changes to an agreed delivery regime and volume of use as a result of catchment conditions, including changes to expected water use in the targeted system over the period of water delivery
  - d. updates on relevant issues as they arise that may influence the delivery partners' reputations or ability to deliver water, which will be immediately reported to DEW
  - e. any applicable costs of delivering Commonwealth allocation, consistent with the terms of Section 14 'Costs'.
- 12.7 Where environmental water delivery from multiple water holdings is provided to support the one (or a complementary) environmental watering event, the CEWO will commence watering only after it has ensured the following arrangements are in place:
- a. pre-determined sequence of delivery between water holders
  - b. agreed apportionment of environmental water use
  - c. confirmation of watering accounting processes
  - d. planning demonstrates the expected environmental benefits from providing Commonwealth environmental water
  - e. effective risk management procedures have been established.
- 12.8 The CEWO accepts that DEW will not be materially disadvantaged by holding Commonwealth allocation in its water accounts for agreed environmental delivery purposes.
- 12.9 The CEWH will remain the final arbiter on the use of Commonwealth water entitlements, and may choose, following consultation and negotiation with DEW, to:
- a. withhold the transfer of Commonwealth environmental water
  - b. delay the delivery of Commonwealth environmental water
  - c. cease the delivery of Commonwealth environmental water.
- 12.10 DEW has responsibility for overseeing how the Entitlement available to South Australia under the *Murray-Darling Basin Agreement* is managed.
- 12.11 The South Australian BOC member has the discretion to request changes to the monthly quantities of Entitlement delivered and/or to defer Entitlement, in order to optimise water security and/or other outcomes for South Australian water users and the environments of the River Murray in South Australia. This is done in accordance with the rules set out in the abovementioned Agreement and its schedules.

- 12.12 Considerations for requesting a deferral of South Australia's Entitlement for critical human water needs and private carryover purposes under clause 90(b) are as outlined in the South Australian water resource plan and South Australian Objectives and Outcomes for River Operations document prepared for the purpose of meeting Pre-requisite Policy Measures requirements under the Basin Plan.
- 12.13 Considerations for requesting a change(s) to alter any previously anticipated or forecast delivery of South Australia's monthly Entitlement quantities, as permitted under clauses 90(a) and 128(2) of the Agreement, may include:
- a. current and changing priorities for consumptive and environmental water use
  - b. short, medium and long-term water availability forecasts
  - c. identified underuse of retail allocations
  - d. negative impacts on the concurrent delivery of environmental water and the anticipated environmental outcomes.
  - e. any other relevant factors consistent with the water resource plan.
- 12.14 DEW will advise the CEWO as early as possible and in as far as is practical, on a potential alteration request, but the South Australian BOC member remains the final arbiter on making any request to vary the delivery, or defer a portion, of South Australia's Entitlement in any month.
- 12.15 Subsequent to DEW advising CEWO of any proposed variation to the delivery of South Australia's monthly Entitlement volumes, CEWO will assess its planned environmental watering actions and may make adjustments, consistent with Clause 12.9.

### *Third parties*

- 12.16 Both parties are responsible for identifying, documenting and informing the other party of any third parties that have a direct responsibility of the Commonwealth resource in relation to this partnership arrangement (e.g. Commonwealth water).
- 12.17 Any arrangements where Commonwealth environmental water is delivered by a third party outside of this Agreement, it is the responsibility of the CEWO to ensure third parties obtain required approvals and that relevant information is shared with the DEW to support coordination and reporting requirements.

## **13. Risk management**

- 13.1 Commonwealth environmental water must at all times, to the extent possible, be used in such a way that minimises the risk of adversely impacting people, property and the environment, including matters of national environmental significance, consistent with the Commonwealth legislation.
- 13.2 The parties recognise that all delivery partners have a role in managing the shared risks of environmental water delivery in South Australia and will undertake appropriate risk management processes in accordance with their organisational frameworks.

- 13.3 The decision to make Commonwealth environmental water available for watering events is based on a comprehensive risk assessment (including mitigation strategies) undertaken collaboratively and agreed by both parties. The outcome of this shared risk framework will be detailed for each event in the Watering Schedule.
- 13.4 The parties agree that watering actions will not be implemented where there are associated risks that are unacceptable to either party.
- 13.5 The risk around no action (or no water delivery) also needs to be considered as part of the risk assessment process.
- 13.6 During the delivery phase, risks will be monitored and re-assessed in collaboration with delivery partners and mitigating strategies implemented as required.
- 13.7 The parties acknowledge that SA Water and MDBA also have responsibility for risk management when undertaking operations that include delivery of environmental watering.
- 13.8 Parties will immediately notify the other party of any relevant issues as they arise which may influence the delivery partners' reputations or ability to deliver water.
- 13.9 Environmental water delivery undertaken under the terms of this agreement will be subject to adaptive management in order to minimise risk. Risk management will include but not be limited to:
  - a. the monitoring of events in accordance with Section 16 (Reporting and Monitoring arrangements)
  - b. the consideration of known and emerging risks of adverse impacts to the environment, public or private property, including heritage listed places
  - c. mechanisms to modify or cease the delivery of environmental water if there is a risk of unacceptable impacts as specified by either Party.

#### **14. Costs**

- 14.1 Both parties acknowledge the significant investments made by the Australian and SA Governments in environmental water delivery in SA. This includes:
  - a. the considerable Commonwealth and SA investment in the acquisition and holding of water entitlements, with the allocations against these entitlements provided for environmental use which assists SA to meet their water and natural resource management objectives
  - b. the operational costs of both the DEW and CEWO in managing environmental water
  - c. the resourcing costs of the advisory groups that provide local input and communication on environmental water use in SA (see 'Stakeholder Engagement').
- 14.2 The CEWO will be responsible for the cost of all transfers of Commonwealth environmental water, including those from Commonwealth accounts onto the SA Water Minister's Licence, and any interstate transfers of Commonwealth environmental water.
- 14.3 The CEWO will be responsible for the payment of statutory fees and charges associated with the use and delivery of Commonwealth environmental water.

- 14.4 Where Commonwealth environmental water is to be delivered to a site that requires other third party services such as pumping or use of irrigation distribution systems, these costs are to be approved by CEWO prior to the commencement of such activities, and with payment based on actual costs incurred.
- 14.5 The DEW will procure any third party services in accordance with SA Government procurement policy to ensure value for money while promoting the principles of efficient, effective, economical and ethical procurement practices.
- 14.6 Specific costs of the environment watering events must be agreed upon in writing prior to the authorisation by the CEWH to undertake each delivery action. These costs may be modified by agreement. These costs will be documented when known in the relevant Watering Schedules or through the exchange of letters.

## **15. Accounting arrangements**

- 15.1 Accounting for Commonwealth environmental water use needs to satisfy a high level of public accountability and provide transparency in how water has been used, including its interaction with planned environmental water and water managed for other objectives. Discharging the CEWH's statutory obligations for public reporting requires:
  - a. information to be sufficiently detailed to demonstrate with credible, accurate and reliable information on how environmental water has been used for the specific purpose that the water was made available
  - b. water delivery to the SA border and water use within the state to be reconcilable, using data or information that is transparent, fit-for-purpose, quality assured and verifiable by third parties
  - c. the arrangements for accounting, including the methods, processes and principles, to be transparent, accessible to the CEWO and publicly available.
  - d. processes and methods for environmental water accounting to be reviewed and refined periodically, to ensure best available information and practice can be incorporated. Data underpinning the determination of environmental water is to be made readily available to the CEWO on request, in its entirety, for the purpose of periodic independent evaluation
  - e. environmental water use to be publicly reported, including final water use accounting among sites and watering actions for each water accounting period. Reporting should be consistent with agreed standards and in a format that is auditable
  - f. while acknowledging the Lower Lakes are a legitimate delivery destination for Commonwealth environmental water, water use in the Lower Lakes will be accounted for across water years, with further detail set out in delivery schedules and/or ultimately the accounting framework developed under 15.2.
- 15.2 The CEWO and DEW agree to work together, along with other relevant environmental water holders, to progress the development and implementation of a framework for the measurement, accounting and reporting of environmental water, consistent with an agreed workplan.

## **16. Reporting and monitoring arrangements**

- 16.1 DEW will provide to the CEWO:

- a. routine updates at intervals specified through the schedule, on the operational monitoring of water deliveries. The content and format of routine updates to be agreed by the parties and will include estimates of volumes of Commonwealth environmental water delivered, water transfers, return flows and other relevant issues associated with the implementation of the agreed environmental watering events such as media releases, risk management and changes in operations
- b. for each watering action managed by DEW, a final operational monitoring report clearly documenting water use and accounting, initial ecological outcomes and any issues that arose will be provided by the DEW within timeframes agreed in the relevant Schedule, or as otherwise agreed, after full implementation of the watering action. The report will be in the standard template (see Schedule 3) unless otherwise agreed.
- c. ecological monitoring information collected by the DEW relating to the watering events (within intellectual property rights)
- d. any additional information held by DEW that may support the CEWH's obligations under Schedule 12 of the Basin Plan.

16.2 The CEWO will provide to DEW:

- a. regular fortnightly updates via existing Operational Advisory Groups on changes to the availability of water as is relevant to delivery opportunities in SA, either directly or via the MDBA
- b. ecological monitoring information and underlying data (as required) collected by CEWO relevant to environmental watering events to which this agreement applies
- c. Any additional information held by CEWO that may support DEW's obligations under Schedule 12 of the Basin Plan.

16.3 To ensure consistency in public reporting and communications, any reports or documents published by one party that refer to the other party must be provided to the other party for factual review prior to publication.

16.4 To maximise coordination across monitoring efforts, CEWO and DEW will hold an initial discussion early in the annual planning process around opportunities for monitoring and how these may be prioritised and targeted by each agency involved.

16.5 To maximise opportunities for sharing new knowledge and adaptive management, CEWO and DEW will each consider opportunities for presentation of monitoring results across all disciplines at each key location in SA.

## **17. Records management**

17.1 The Parties agree to keep comprehensive and accurate accounts and records of all matters relating to performance of the Agreement and water delivery under this agreement in accordance with each organisations' own records management policy.

**18. Communications and media**

- 18.1 CEWO and DEW will work together to publicly communicate the implementation of watering actions, in collaboration with relevant third parties, in line with the CEWH and DEW Joint Communications Protocol (Schedule 4).
- 18.2 The CEWO and DEW will endeavour to coordinate responses, including with relevant delivery partners, to any issues raised by the community or stakeholders in response to environmental watering events involving Commonwealth environmental water in SA.

**19. First Nations and stakeholder engagement**

*General*

- 19.1 Consistent with the 'Guiding principles' clause, the CEWH and DEW acknowledge the collaborative nature of environmental water planning, management and delivery. The parties agree to;
- a. openly exchange information and advice on proposed First Nations and stakeholder consultation; and
  - b. respect and fairly represent each other's roles, responsibilities and messages, and those of other responsible organisations involved in environmental water management, as applicable.

*Local engagement*

- 19.2 The parties recognise the critical importance of working with the community when undertaking environmental watering.
- 19.3 The parties commit to a collaborative approach to working with the community, built on respecting each other's planning and consultation processes, roles and responsibilities, and respecting the time and effort asked of community members.
- 19.4 The parties commit to undertaking consultations with the community in an informed way that:
- a. is efficient and coordinated and avoids duplication or parallel consultation processes
  - b. uses existing state or local frameworks and community-based networks including First Nations community networks and agreements
  - c. recognises long-standing consultative structures, such as community and stakeholder advisory groups, scientific advisory group, First Nations groups and other mechanisms as required to draw on expertise of environmental water management
  - d. seeks to strengthen community involvement in, and increase understanding of, environmental water management, roles and responsibilities of organisations involved in environmental water in South Australia and the broader implementation of the Murray Darling Basin Plan
  - e. maximises the benefits of consultations and respects the time and effort asked of community members.
- 19.5 The CEWO will work with DEW to consult via the established mechanisms for consultation where it is appropriate and it is demonstrated additional consultation is required.



- 19.6 The CEWO may also liaise and consult directly with a range of SA First Nation groups and stakeholders for the purpose of informing and satisfying Commonwealth requirements and obligations.
- 19.7 The CEWO will inform the DEW of its specific and broader engagement activities within SA to ensure consistency in messaging, management of expectations, and provide opportunities to use existing consultative mechanisms.
- 19.8 If required, specific detail on local engagement arrangements on environmental watering in SA and the respective roles of the Parties will be developed and included in Watering Schedules.

*Engagement with other environmental water holders, managers and scientists*

- 19.9 This agreement acknowledges the significant and fundamental role played by DEW in the delivery of environmental water in SA via a series of working groups including Environmental Water Coordination Forum, the E-flows Reference Group and all of government groups that include a range of site operational working groups and advisory groups. The parties recognise the critical importance of sharing information and collaboration to facilitate an effective approach to environmental water in South Australia. The parties agree to:
- a. facilitate reasonable access to data, information, models and other available knowledge to assist them to meet their obligations, as required, in ways that are consistent with all relevant requirements, arrangements and agreements in relation to intellectual property, privacy, information and data
  - b. share proposals for Commonwealth environmental water use received from community organisations and individuals in South Australia seeking feedback
  - c. communicate regularly through above internal working groups and all of government groups, through teleconferences and face-to-face catch-ups involving all as required.
- 19.10 The principles and processes established through this agreement aim to complement the planning and delivery activities undertaken by these partners. Both parties will seek to involve other relevant stakeholders as appropriate.
- 19.11 Both parties will participate in relevant water management forums.

*First Nations Engagement*

- 19.12 The parties recognise and value the knowledge of First Nations people across the Basin and respect their inherent right as Traditional Owners and custodians of the land and waterways, to protect and manage their country, rivers and cultural heritage.
- 19.13 The parties recognise the critical importance of strengthening engagement and involvement of First Nations people in environmental watering, and the importance of building transparent, respectful relationships with Traditional Owner groups in South Australia.
- 19.14 The parties commit to undertaking consultation and collaboration with First Nations in a way that:
- a. respects Indigenous practices and Indigenous people's right to Country and self-determination

- b. acknowledges the role of Traditional Owners and their right to participate in decision making in matters which affect their rights
- c. ensures Traditional Owners are included in all stages, where practicable, of environmental water planning and decision making to ensure cultural values related to water are considered
- d. promotes the development of enduring relationships through enabling ongoing, meaningful, respectful and informed consultation
- e. facilitates knowledge sharing and improves cultural awareness within the partner agencies and strengthens First Nations' involvement in and understanding of environmental water management, roles and responsibilities of organisations involved in environmental water management in South Australia and the broader implementation of the Basin Plan.

## Signature page

---

### Executed as a non binding agreement

1.

**SIGNED SEALED AND DELIVERED** for and on behalf of the **COMMONWEALTH OF AUSTRALIA** represented by **Commonwealth Environmental Water Holder** situated within the **Department of Agriculture, Water and the Environment** by a duly authorised representative

\_\_\_\_\_  
Name of authorised representative (print)

\_\_\_\_\_  
Name of witness (print)

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

2.

**SIGNED SEALED AND DELIVERED** for and on behalf of **SOUTH AUSTRALIA** by the **South Australian Department for Environment and Water**.

in the presence of:

BEN BRUCE

\_\_\_\_\_  
Name of authorised representative (print)

CATHERINE SUSAN EVEN

\_\_\_\_\_  
Name of witness (print)

[Signature]  
Signature of authorised representative

[Signature]  
Signature of witness

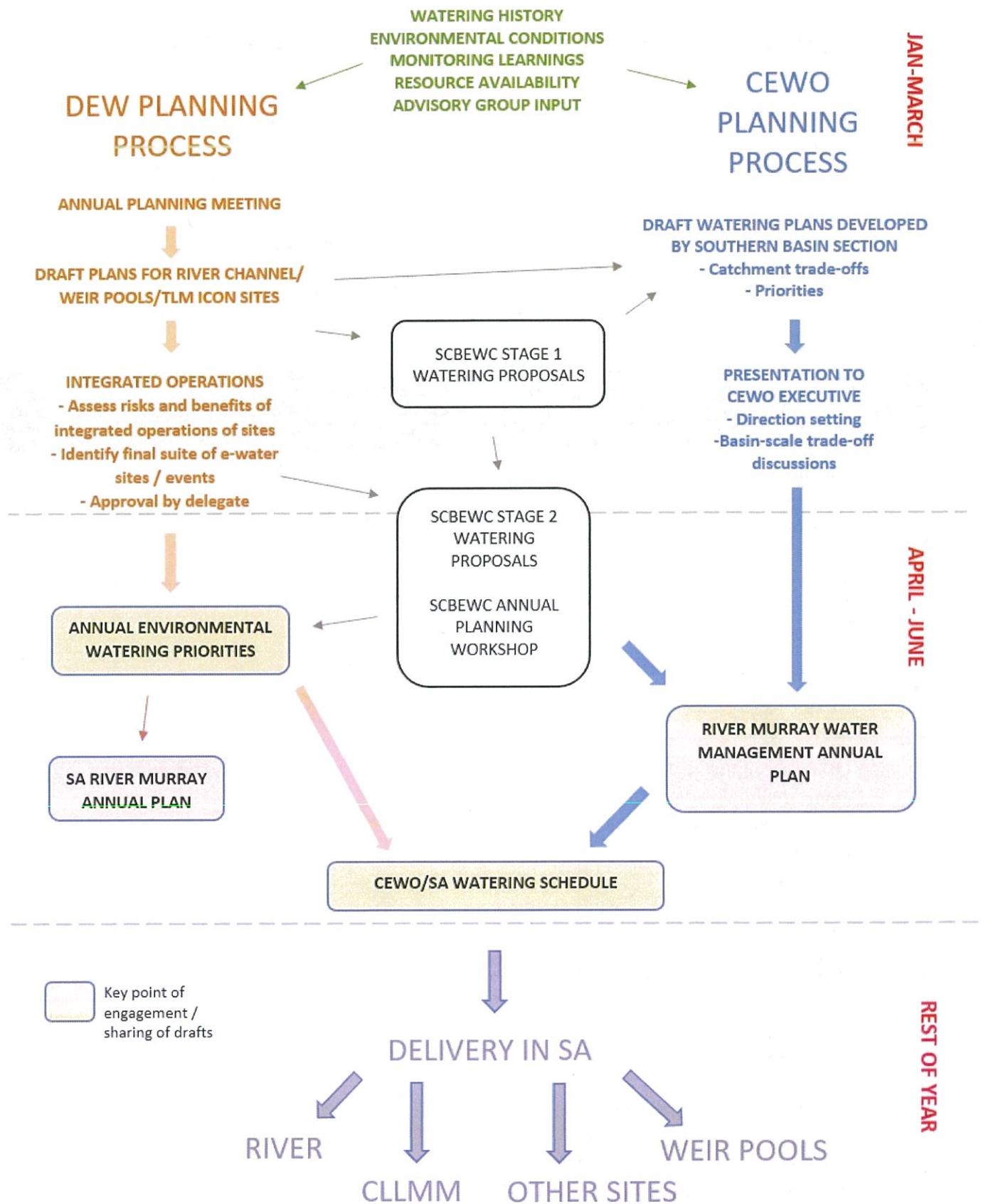
24/MAY/2021  
Date

25/5/2021  
Date

## **Schedules**

Schedule 1	Planning Process for Environmental Watering in SA
Schedule 2	Watering Schedule - Template
Schedule 3	CEW Operational Monitoring Report - Template
Schedule 4	Joint Communications and Media Protocol

**Schedule 1: Planning Process for Environmental Watering in SA**



## Schedule 2: Template for CEWO Watering Schedule

### SITE X/ CATCHMENT X

**Implemented under conditions outlined in the Partnership Agreement between CEWO and SA DEW**

***Guidance** (Delete this and all other guidance text in red italics once schedule drafted)*

***NB – the information is to provide an example only and is not current or accurate.***

- *In completing the Watering Schedule you may need to consider if a single document is sufficient to cover multi-years and multiple locations or whether more than one watering schedule per catchment would be more appropriate.*
- *Schedules can be created at anytime during the year and can also be amended to meet newly identified watering needs and/or for adaptive management purposes.*
- *Although this proforma provides a guide for preparing schedules, it should be modified (additions and deletions) as necessary to suit individual watering actions.*

Item No.	Description	Details
i.	<b>Catchment</b>	WAR XXXXXX-YY <i>(CEWO use only)</i>
ii.	<b>Duration</b>	e.g. 1 July 2021 to 30 June 2022
iii.	<b>Environmental assets being targeted</b>	
iv.	<b>Commonwealth Environmental Water proposed for use</b>	Max Volume up to XX ML
v.	<b>Other potential environmental water volumes contributing to this event (if known)</b>	
vi.	<b>Return Flows</b> (Does the action provide return flows for use downstream? If Yes, provide detail of accounting arrangements and destination, including a plan for return flows).	<input type="checkbox"/> Yes <input type="checkbox"/> No
vii.	<b>Proposed Watering Actions</b>	
a)	<b>Location/watering Action: SITE A</b>	
	<b>Expected ecological outcomes</b>	



Item No.	Description	Details										
	<b>Operational strategies</b>											
	<b>Delivery and accounting arrangements</b>											
b)	<b>Location/watering Action: SITE B</b>											
	<b>Expected ecological outcomes</b>											
	<b>Operational strategies</b>											
	<b>Delivery and accounting arrangements</b>											
viii.	<b>Proposed hydrograph required</b>	<input type="checkbox"/> Yes <input type="checkbox"/> Not required										
ix.	<b>Role of key delivery partners</b>	<table border="1"> <tr> <td>CEWO</td><td></td></tr> <tr> <td>DEW</td><td></td></tr> <tr> <td>SA Water</td><td></td></tr> <tr> <td>MDBA River Murray Operations</td><td></td></tr> <tr> <td>Others...</td><td></td></tr> </table>	CEWO		DEW		SA Water		MDBA River Murray Operations		Others...	
CEWO												
DEW												
SA Water												
MDBA River Murray Operations												
Others...												
x.	<b>Reporting arrangements</b>											
xi.	<b>Monitoring</b>											
xii.	<b>Risk Assessment Summary</b>	Risk assessment and mitigation has been discussed by parties: <input type="checkbox"/> Yes <input type="checkbox"/> No Agreed summary rating: <input type="checkbox"/> Low to <input type="checkbox"/> Medium <input type="checkbox"/> High <input type="checkbox"/> Other										

Item No.	Description	Details
		Comment: <i>(identify residual high risks and outline any planned mitigation strategies)</i>
xiii.	<b>Changes to this watering schedule</b>	•
xiv.	<b>Commonwealth Environmental Water Transfer to DEW</b>	(a) Volume: (b) DEW account (c) Transfer timing:
xv.	<b>Complementary projects and additional considerations or requirements</b> (If not mentioned elsewhere in the Schedule)	
xvi.	<b>Proposed Media releases and/or public events</b> (Consistent with the Media and Communications protocol in the Head CEWO/SA DEW Partnership Agreement)	<i>Possible examples:</i>  A possible media opportunity for the CEWH and/or Minister;  Announcement to be published in local newspapers etc.



**Contact Officers:**

<b>Commonwealth Environmental Water Office</b>	<b>SA Department for Environment and Water</b>
Name: _____	Name: _____
Position: _____	Position: _____
Phone: _____	Phone: _____
Email: _____	Email: _____
Name: _____	Name: _____
Position: _____	Position: _____
Phone: _____	Phone: _____
Email: _____	Email: _____

**Schedule Agreed – SITE X**

Date signed: _____	Date signed: _____
_____	_____
Hilton Taylor	Ben Bruce
Commonwealth Environmental Water Holder	Executive Director, Water and River Murray Division
	Department for Environment and Water

**Variations to this Schedule may be agreed in writing by the relevant delegates who will also jointly determine when a new Watering Schedule, rather than an amendment, is required.**

---

SCHEDULE 3: COMMONWEALTH ENVIRONMENTAL WATER  
OPERATIONAL MONITORING REPORT

---

<b>Site name</b>	
<b>Reporting period</b>	
<b>Date prepared</b>	
<b>Location</b>	
<b>Contact name</b>	
<b>Event details</b>	<p><i>Expected outcome(s)</i></p>
	<p><i>Total volume of water allocated for the watering event</i></p> <p>CEW:</p> <p>Other (please specify) :</p>
	<p><i>Total volume of water delivered in watering event</i></p> <p>CEW:</p> <p>Other (please specify):</p>
	<p><i>Delivery measurement</i></p> <p>Delivery mechanism:</p> <p>Method of measurement:</p> <p>Measurement location:</p>
	<i>Delivery start date (and end date if final report) of watering event</i>
	<i>Please provide details of any complementary works</i>
	<i>If a deviation has occurred between agreed and actual delivery volumes or delivery arrangements, please provide details</i>
	<i>Maximum area inundated (ha) (if final report)</i>
	<i>Estimated duration of the flow event (if known)</i>
<b>Risk management</b>	<i>Please describe the measure(s) that were undertaken to mitigate identified risks for the watering event (e.g. water quality, alien species); please attach any relevant monitoring data.</i>

	<i>Have any risks eventuated? Did any risk issue(s) arise that had not been identified prior to delivery? Have any additional management steps been taken?</i>
<b>Delivery Costs</b>	
<b>Other issues</b>	<i>Have any other significant issues been encountered during delivery?</i>
<b>Initial observations</b>	<i>Please describe and provide details of any species of conservation significance (state or Commonwealth listed threatened species, or listed migratory species) observed at the site during the watering event?</i>
	<i>Please describe and provide details of any breeding of frogs, birds or other prominent species observed at the site during the watering event?</i>
	<i>Please describe and provide details of any observable responses in vegetation, such as improved vigour or significant new growth, following the watering event?</i>
	<i>Any other observations?</i>
<b>Water quality</b>	<i>Monitoring site:</i>
	<i>In a separate table provide, where possible, water quality data for the 12 months preceding the event, as well as any available data immediately following the event. Water quality data may include turbidity, dissolved oxygen, pH, electrical activity and temperature.</i>
<b>Photographs</b>	<i>Please attach photographs of the site prior, during and after delivery</i>  <i>(permission required by DEW or CEWO prior to image use in other publications or websites)</i>

---

SCHEDULE 4: JOINT COMMUNICATIONS AND MEDIA PROTOCOL  
BETWEEN THE COMMONWEALTH ENVIRONMENTAL WATER OFFICE  
AND SOUTH AUSTRALIAN DEPARTMENT FOR ENVIRONMENT AND WATER

---

**Application**

1. This protocol applies to the communication of environmental watering activities that involve:
  - a. both the South Australia (SA) Department for Environment and Water (DEW) and the Commonwealth Environmental Water Office (CEWO); or
  - b. one party being referenced in communications materials by the other.

**Objectives of the protocol**

2. To ensure that all communication activities and materials recognise joint activities.
3. To ensure that all partners are kept up-to-date at on environmental watering issues.
4. To ensure that accurate and consistent messages are communicated at all levels of government.

**Media releases**

5. The CEWO or DEW may initiate and progress the development of media releases in relation to events involving the use of both SA and Commonwealth environmental water. Each party will advise and consult the other during development.
6. Other relevant parties may also be consulted. This may include SARDI, SA Water, the MDBA, state government agencies and non-government stakeholders.
7. Media releases will be formally reviewed and approved by both parties prior to release, and if appropriate, will be co-branded with the Departmental and/or Government logos.
8. Both parties acknowledge that in some instances Ministers will need to be notified and/or involved in the approvals and release processes. This will be assessed on a case-by-case basis and the other party kept informed.
9. In addition to media releases described in paragraph 5, each party will undertake their best endeavours to advise the other of any media release that relates to environmental water in SA.

**Publications and communications materials**

10. The CEWO and DEW will consult each other if they produce publications or communications materials that reference joint CEWO and DEW activities or activities that have been undertaken by the other party.
11. Both the CEWO and DEW will seek to provide a reasonable period for return comments.

**Issues management**

12. DEW and the CEWO will notify each other of emerging issues or requests for interviews (including radio, television, print and online) on environmental watering issues that are expected to attract strong interest and may have implications for the other party.
13. On the spot media enquiries should be referred to the appropriate agency and addressed by the authorised spokesperson of the organisation. e.g. state-wide or local enquiries to DEW. Once the interview is complete each party will seek to advise the other of any outcomes where issues have emerged or there are potential implications for the other party.

## **Communications contact**

### ***DEW***

Media release clearance:

Media Manager, Strategy and Advice

Publications and communication materials:

Manager, Environmental Water

### ***CEWO***

Media release clearance:

Director, Engagement and Partnerships Section

Publications and communications materials:

Director, Engagement and Partnerships Section

