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STANDARD SERVICES AGREEMENT  
Commissioner for the River Murray in South Australia  
DEW-D0018010



AGREEMENT made on 23<sup>rd</sup> of August 2022

BETWEEN:

THE GOVERNMENT PARTY NAMED IN ITEM 1 OF ATTACHMENT 1 ("the Government Party")

AND:

THE PARTY NAMED IN ITEM 2 OF ATTACHMENT 1 ("the Supplier")

IT IS AGREED that this Execution Page, the Agreement Details (Attachment 1), the Terms and Conditions (Attachment 2), the Glossary of Defined Terms (Attachment 3), the Special Conditions (Attachment 4), the Specifications (Attachment 5) and the Pricing and Payment (Attachment 6), will together comprise the Agreement between the Parties for the provision of the Services specified in Attachment 1.

EXECUTED AS AN AGREEMENT

THE COMMON SEAL of the THE GOVERNMENT )  
PARTY NAMED IN ITEM 1 OF ATTACHMENT 1 )  
was hereunto affixed in the presence of: )



[Redacted signature]

Witness signature

Timothy Ryan

Witness name

EXECUTED by THE PARTY NAMED IN ITEM 2 OF )  
ATTACHMENT 1 in the presence of: )

[Redacted signature]

[Redacted signature]

Witness signature

Party signature

Timothy Ryan

Witness name

Richard Bealby

Party name

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Attachment 1 - Agreement Details

Item 1	Government Party	MINISTER FOR CLIMATE, ENVIRONMENT AND WATER ABN: 36 702 093 234 GPO Box 11071 Adelaide SA 5001
Item 2	Supplier	Mr Richard Beasley SC Level 9 Wentworth Chambers 9/180 Phillip Street, Sydney NSW 2000
Item 3	Commencement Date	The date the last of the parties executed this Agreement.
Item 4	Expiry Date	30 June 2023
Item 5	Extension Period	Three extension periods of one year each.
Item 6	Supplier's ABN	18 314 361 705 Registered for GST: Yes
Item 7	Contract Managers	Government Party: Minister for Climate, Environment and Water Supplier: Mr Richard Beasley SC
Item 8	Named Persons	Mr Richard Beasley SC
Item 9	Details of Services	See Attachment 5
Item 10	Reports	See Attachment 7
Item 11	Milestone Dates	Milestone Dates are to be discussed in consultation with the Supplier and determined by the Minister.  The Annual Report must be provided pursuant to the time periods set out in Attachment 7.
Item 12	Price and Payment (including address for invoices)	Price: \$100,000 per annum (GST inclusive) Manner of Payment: \$100,000 per annum payable in equal monthly installments.
Item 13	Insurances	See Special Condition 31.4
Item 14	Liability Limit	<i>The following Liability Limit has been approved by Cabinet (25 July 2016)</i>  1 x the aggregated value of the Agreement (inc. GST).
Item 15	Other Termination Rights	Not Applicable
Item 16	Approved Subcontractors	Not Applicable
Item 17	Additional Personnel Checks	Not Applicable

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Item 18	Notice Period for Termination for Convenience	30 days
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## Attachment 2 - Standard Terms & Conditions

### AGREED TERMS

#### 1. CONTRACT LENGTH

- 1.1 This Agreement commences on the Commencement Date and continues until the Expiry Date, unless terminated earlier or extended under clause 1.2.
- 1.2 This Agreement may be extended by the Government Party for the Extension Period by giving reasonable notice prior to the Expiry Date.

#### 2. CONTRACT MANAGERS

The persons named in Attachment 1 as the Contract Managers are the first point of contact between the Parties and are responsible for overseeing the effective administration of the Agreement including variations and extensions.

#### 3. SUPPLY OF SERVICES

- 3.1 If Services are being supplied under this Agreement then the Supplier must ensure that the Supplier's Personnel provide the Services described in Attachment 1 in accordance with the terms and conditions of this Agreement.
- 3.2 Where Attachment 1 specifies Named Persons then the Services must be delivered by those Named Persons.
- A. The Supplier may substitute a Named Person with the consent of the Government Party subject to the Government Party being satisfied as to the expertise, experience and suitability of the substitute.
- 3.3 The Supplier must ensure that Services are delivered:
- (a) to a standard that meets or exceeds the Service Levels;
  - (b) in accordance with the warranties in clause 6.1; and
  - (c) by any Milestone Dates.
- 3.4 The Government Party's remedies for the Supplier's failure to meet a Service Level or for a breach of a warranty, includes resupply of the Services, a reduction of the price, termination, rebates or any other remedy specified in the Special Conditions.

#### 4. REPORTS AND MANUALS (IF APPLICABLE)

The Supplier must provide those reports, manuals or other materials specified in Attachment 1.

#### 5. SERVICE VARIATION (IF APPLICABLE)

- 5.1 If the Government Party wishes to vary the scope of the Services ("**Variation**"), it must issue a written request to the Supplier and the Supplier must within 5 Business Days (or such other period as agreed) provide a written quote ("**Quote**") setting out:
- (a) any impacts on the timing of or completion of tasks;
  - (b) the varied price and payment arrangements; and
  - (c) any changes to the terms that apply to the performance of the Services.
- 5.2 The Parties must negotiate in good faith to agree on the price and other terms applicable to the Variation.
- 5.3 If the Parties agree in writing to the terms of the Variation then:
- (a) the Supplier must perform the Services as varied by the Variation;
  - (b) the Government Party must pay the varied price;
  - (c) the terms and conditions of the Agreement are varied by the terms of the Variation.

#### 6. SUPPLIER'S WARRANTIES

- 6.1 If Services are being supplied under this Agreement then the Supplier warrants that the Services will:
- (a) comply with the description of the Services in Attachment 1;
  - (b) be provided with due care and skill;
  - (c) be provided in a timely and efficient manner;
  - (d) be provided in accordance with the best practices current in the Supplier's industry;

- (e) be supplied without infringing any person's Intellectual Property Rights;
- (f) be performed by the Supplier and/or the Supplier's Personnel; and
- (g) be supplied in the most cost effective manner consistent with the required level of quality and performance.

#### 7. SUPPLIER'S PERSONNEL

- 7.1 The Supplier, if required by the Government Party, must give its consent to and procure the consent of the Supplier's Personnel, to the conduct of a police check or any Additional Personnel Checks specified in Attachment 1.
- 7.2 If the Government Party gives the Supplier notice in writing requiring those persons to be withdrawn from providing the Services, and the Supplier must immediately comply with the notice and provide replacement Personnel acceptable to the Government Party.
- 7.3 The Supplier and the Supplier's Personnel must only use the Government Party's computer systems with the specific authorisation of the Government Party and only in the manner as directed by the Government Party from time to time.
- 7.4 The Government Party reserves the right to refuse entry to any of the Government Party's premises to any of the Supplier's Personnel.

#### 8. PRICE AND PAYMENT

- 8.1 In consideration for the supply of the Services, the Government Party will pay the Price.
- 8.2 Unless otherwise expressly stated the Price is inclusive of GST.
- 8.3 The Supplier is entitled to invoice the Government Party for payment in respect of the Services, when the the Services have been supplied in accordance with this Agreement.
- 8.4 If the Term is extended pursuant to clause 1.2, on each anniversary of the Commencement Date during the period of the Agreement the Price payable for the extended term will be calculated by adjusting the Price for the previous Financial Year by the CPI Rate.

#### 9. GST

- 9.1 Subject to clause 9.2 the Supplier represents that:
- (a) the ABN shown in Attachment 1 is the Supplier's ABN; and
  - (b) it is registered under the *A New Tax System (Australian Business Number) Act 1999* (Cth),
- 9.2 If the Supplier is not registered for GST, then GST must not be charged on supplies made under this Agreement.

#### 10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 Nothing in this Agreement affects the ownership of Intellectual Property Rights created before the Commencement Date.
- 10.2 The Supplier grants to the Government Party and the Crown in right of the State of South Australia a perpetual, irrevocable, royalty free, fee free licence to use, copy, modify and adapt any Intellectual Property Rights in any reports or manuals required to be supplied under this Agreement.

#### 11. INSURANCE

- 11.1 The Supplier must effect and maintain the policies of insurance specified in Attachment 1 for not less than the amounts specified in Attachment 1.
- 11.2 The policies of insurance referred to in clause 11.1 must be held until the expiry of the Agreement.

#### 12. LIABILITY LIMIT

- 12.1 The Supplier's liability to the Government Party under this Agreement is limited to the amount specified in Attachment 1.

**13. CONFIDENTIAL INFORMATION**

- 13.1 Subject to this clause 13, neither Party may disclose any Confidential Information belonging to the other Party except as genuinely and necessarily required for the purpose of this Agreement.
- 13.2 A Party may disclose Confidential Information belonging to the other Party:
- (a) to an employee, agent or adviser of that Party, on a "need to know" and confidential basis;
  - (b) as required by law or a court order;
  - (c) in accordance with any Parliamentary or constitutional convention;
  - (d) to the Australian Competition and Consumer Commission (ACCC) if the party reasonably suspects, or is notified by the ACCC that it reasonably suspects, that there is Cartel Conduct or unlawful collusion in connection with the supply of Services under this Agreement; or
  - (e) for the purposes of prosecuting or defending proceedings.
- 13.3 The Parties may mutually agree to disclose Confidential Information.

**14. SET-OFF**

Any claim the Government Party may have against the Supplier may be set off against monies owed to the Supplier under this Agreement.

**15. DISPUTE RESOLUTION**

- 15.1 Subject to clause 15.4 a Party may not commence legal proceedings without first referring the dispute to the other Party under this clause.
- 15.2 Either Party may give the other a notice in writing ("dispute notice") setting out the details of the dispute.
- 15.3 Within 5 Business Days or such other period as may be agreed by the Parties, representatives must meet and use reasonable endeavours to resolve the dispute.
- 15.4 A Party may seek immediate interlocutory relief or other interim remedy in case of genuine urgency.

**16. ENDING THIS CONTRACT**

- 16.1 The Government Party may terminate this Agreement immediately upon giving notice in writing to the Supplier if:
- (a) the Government Party reasonably forms the opinion that the Supplier will be unable to perform its obligations under this Agreement;
  - (b) the Supplier is in breach of this Agreement and has not rectified such breach within 10 Business Days of the Government Party giving notice in writing to the Supplier requiring the rectification of such breach;
  - (c) the Government Party becomes aware that the Supplier is in breach of its statutory obligations with respect to its employees;
  - (d) the Supplier fails to comply with a notice issued under clause 7.2; or
  - (e) the Supplier fails to disclose a conflict of interest;
  - (f) any Other Termination Right occurs; or
  - (g) the Supplier suffers or, in the reasonable opinion of the Government Party, is in jeopardy of becoming subject to any form of insolvency administration or bankruptcy.
- 16.2 The Government Party may terminate this Agreement without cause by giving the Supplier the period of notice specified in Attachment 1 ("Notice Period for Termination for Convenience").
- 16.3 If the Government Party terminates this Agreement in accordance with clause 16.2:
- (a) the Supplier has no claim against the Government Party arising out of or in relation to such termination other than the right to be paid for Services provided before the effective termination date; and
  - (b) the Supplier must comply with all reasonable directions given by the Government Party.
- 16.4 The Supplier may terminate this Agreement immediately upon giving notice in writing to the Government Party if the

Government Party is in breach of this Agreement and has not rectified such breach within 14 days of the Supplier giving notice in writing to the Purchaser requiring the rectification of such breach.

**17. EFFECT OF ENDING THIS CONTRACT**

- 17.1 Any termination of this Agreement by either Party does not affect any accrued right of either Party.
- 17.2 Despite termination or completion of this Agreement, this clause 17 and clauses 6, 10, 11, 12, 13, 14 and those Special Conditions that by their nature remain in force, shall survive.

**18. SUBCONTRACTING**

- 18.1 With the exception of the Approved Subcontractors described in Attachment 1, the Supplier must not engage any subcontractor without the prior written permission of the Government Party.
- 18.2 The Supplier remains responsible for obligations performed by the Approved Subcontractors to the same extent as if such obligations were performed by the Supplier.

**19. CONFLICT OF INTEREST**

- 19.1 The Supplier must disclose in writing to the Government Party all actual and potential conflicts of interest that exist, arise or may arise (either for the Supplier or the Supplier's Personnel) in the course of performing its obligations under this Agreement as soon as practical after it becomes aware of that conflict.

**20. COMPLIANCE WITH LAWS**

The Supplier must comply with the laws in force in the State of South Australia in performing its obligations under this Agreement.

**21. GOVERNING LAW AND JURISDICTION**

- 21.1 This Agreement is governed by the laws in the State of South Australia.
- 21.2 The courts of the State of South Australia have exclusive jurisdiction in connection with this Agreement.

**22. ENTIRE AGREEMENT**

The Agreement constitutes the entire agreement between the Parties in respect of the matters dealt with in this Agreement and supersedes all prior agreements, understanding and negotiations in respect of the matters dealt with in this Agreement.

**23. NO ASSIGNMENT**

- 23.1 The Supplier must not assign, encumber or otherwise transfer any of its rights or obligations under this Agreement without the written approval of the Government Party which approval shall not be unreasonably withheld.
- 23.2 Subject to any contrary legislative intention, the Parties agree that if there is any Machinery of Government Change, this Agreement is deemed to refer to the new entity succeeding or replacing the Government Party and all of the Government Party's rights and obligations under this Agreement will continue and will become rights and obligations of that new entity.

**24. MODIFICATION**

No addition to or modification of any provision of this Agreement will be binding upon the Parties unless made by written instrument signed by the Parties.

**25. SEVERANCE**

- 25.1 Each word, phrase, sentence, paragraph and clause of this Agreement is severable.
- 25.2 Severance of any part of this Agreement will not affect any other part of this Agreement.

**26. COUNTERPARTS**

This Agreement may be executed in any number of counterparts each of which is taken to be an original. All of those counterparts taken together constitute one (1)

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instrument. An executed counterpart may be delivered by email.

### 27. WORK HEALTH & SAFETY

27.1 The Supplier must comply with the *Work Health and Safety Act 2012 (SA)* at all times, regardless of whether the Government Party issues direction in that regard or not.

27.2 If all or part of the work under this Agreement is to be provided on the premises of the Government Party and under the direction of the Government Party, the Supplier must comply with the Government Party's work health and safety policies, procedures and instructions. If the Supplier becomes aware of any potentially hazardous situation on the Government Party's premises, the Supplier must immediately bring it to the Government Party's attention.

### 28. ACTING ETHICALLY

The Supplier must conduct itself in a manner that does not invite, directly or indirectly, the Government Party's officers, employees or agents or any public sector employee (as defined in the *Public Sector Act 2009 (SA)*) to behave unethically, to prefer private interests over the Government Party's interests or to otherwise contravene the Code of Ethics for the South Australian Public Sector.

### 29. INTERPRETATION

29.1 Defined terms are set out in the Glossary of Defined Terms in Attachment 3.

29.2 In resolving inconsistencies in this Agreement, the documents have the following order of priority:

- (a) Special Conditions (Attachment 4);
- (b) Standard Terms and Conditions (Attachment 2); and
- (c) the other Attachments.

29.3 In this Agreement (unless the context requires otherwise):

- (a) a reference to any legislation includes:
  - (i) all legislation, regulations and other forms of statutory instrument issued under that legislation; and
  - (ii) any modification, consolidation, amendment, re-enactment or substitution of that legislation;
- (b) a word in the singular includes the plural and a word in the plural includes the singular;
- (c) a reference to two or more persons is a reference to those persons jointly and severally;
- (d) a reference to dollars is to Australian dollars;
- (e) a reference to a Party includes that party's administrators, successors and permitted assigns.

### 30. SPECIAL CONDITIONS

The special conditions (if any) form part of this Agreement and to the extent of any inconsistency, take precedence over the other terms of this Agreement.

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## Attachment 3 - Glossary of Defined Terms

### NOTE: Not all terms may be required for a particular procurement

In this Agreement:

- (a) **"Approved Subcontractors"** means those subcontractors specified in Attachment 1;
- (b) **"Business Day"** means any day that is not a Saturday or Sunday or a public holiday in South Australia;
- (c) **"Cartel Conduct"** means conduct by two or more parties who are competitors (or would be but for the conduct) who enter into a contract, arrangement or understanding that involves price fixing, output restrictions, allocating customers, suppliers or territories, or bid-rigging, as defined in s44ZZRD of the *Competition and Consumer Act 2010* (Cth);
- (d) **"Code of Ethics for the South Australian Public Sector"** is the code of ethics for the purposes of the *Public Sector Act 2009* (SA);
- (e) **"Confidential Information"** means information which is identified either as confidential information (if disclosed by the Government Party) or proprietary information (if disclosed by the Supplier), but does not include this Agreement;
- (f) **"Consultancy Services"** means services provided by Consultants;
- (g) **"Consultant"** has the same meaning as in DPC027 *Disclosure of Government Contracts* and means a person or entity that is engaged by a public authority for a specified period to carry out a task that requires specialist skills and knowledge not available in the public authority. The objectives of the task will be achieved by the consultant free from direction by the public authority as to the way it is performed and in circumstances in which the engagement of a person under normal circumstances is not a feasible alternative;
- (h) **"CPI Rate"** is the rate of the All Groups Consumer Price Index Adelaide published by the Australian Bureau of Statistics in respect of the latest concluded quarter immediately preceding the Commencement Date;
- (i) **"Extension Period"** means the period by which the Agreement is extended as specified in Attachment 1;
- (j) **"GST"** means the tax imposed by the GST Law;
- (k) **"GST Law"** has the meaning attributed in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (l) **"Intellectual Property Rights"** means all intellectual property rights, including but not limited to:
  - (i) patents, copyright, registered designs, trademarks, know-how and any right to have Confidential Information kept confidential; and
  - (ii) any application or right to apply for registration of any of the rights referred to in paragraph (a), but for the avoidance of doubt excludes moral rights and performers' rights;
- (m) **"Machinery of Government Change"** means a change to the structure, function or operations of the South Australian Government or the Government Party as a result of any government reorganisation, restructuring or other organisational or functional change;
- (n) **"Measurement Period"** means the period over which the performance of a Service Level is measured;
- (o) **"Milestone Dates"** means dates by which Services must be delivered as specified in Attachment 1;
- (p) **"Named Persons"** means the persons specified in Attachment 1;
- (q) **"Notice Period for Termination for Convenience"** means the time period specified in Attachment 1;
- (r) **"Other Termination Right"** means the termination rights specified in Attachment 1;
- (s) **"Party"** means a party to this Agreement;
- (t) **"Personal Information"** means information or an opinion, whether true or not, relating to a natural person or the affairs of a natural person whose identity is apparent, or can reasonable be ascertained, from the information or opinion;
- (u) **"Purchase Order"** means an order for Services submitted by the Government Party to the Supplier;
- (v) **"Price"** means the price payable under this Agreement specified in Attachment 1 and includes any price varied under clause 5;
- (w) **"Service Levels"** means the service levels (if any) specified in the Specifications;
- (x) **"Services"** means the services specified in Attachment 1;
- (y) **"Special Conditions"** means the conditions in Attachment 4 and where relevant includes agency specific Special Conditions;
- (z) **"Specifications"** means the detailed description of the Services in Attachment 5;
- (aa) **"Supplier Personnel"** means any Approved Subcontractors, employees, agents and any other person employed or engaged by the Supplier to perform this Agreement and includes the Named Persons;
- (bb) **"Term"** means the period commencing on the Commencement and ending on the Expiry Date unless terminated earlier and includes any extension and;
- (cc) **"Warranty Period"** means the period specified in Attachment 1.

## OFFICIAL

### Attachment 4 - Special Conditions

#### 31. CONSULTANCY

- 31.1 All references to "the Supplier" are replaced by "Consultant" and all references to "Price" are replaced by "Fees" in the Agreement.
- 31.2 The Services must be performed personally by the Named Persons.
- 31.3 The Government Party may give reasonable instructions to the Consultant about the performance of the Services and the Consultant must comply with those instructions, including provision of additional reports, attendance at meetings and the making of presentations.
- 31.4 The Consultant must effect and maintain professional indemnity insurance during the Agreement at the minimum level of cover required in the ordinary course of the Consultant's business and such cover must continue for three years after the expiry of the Agreement.
- 31.5 The following paragraphs replace the second subclause of the Intellectual Property Rights clause in the Agreement:
- (a) Subject to the first subclause of the Intellectual Property Rights clause in the Agreement, title and all Intellectual Property Rights in the reports and other materials vests in the Government Party on creation.
  - (b) The Consultant must do anything necessary to vest all Intellectual Property Rights in the reports and other materials in the Government Party.
  - (c) The Consultant grants to the Government Party a perpetual, irrevocable, royalty free, fee free licence to use those of the Consultant's Intellectual Property Rights as necessary for the purpose of using the reports and other materials.
  - (d) The Government Party grants to the Supplier the right to access and use the reports and other materials solely for the purpose of providing the Consultancy Services to the Government Party.
  - (e) Each party grants the other only the licences and rights specified. No other licenses or rights (including licences or rights under patents) are granted.

#### 32. CONTRACT DISCLOSURE

- 32.1 The Government Party may disclose this Agreement and/or information in relation to this Agreement in either printed or electronic form and either generally to the public or to a particular person as a result of a specific request.
- 32.2 Nothing in this clause derogates from:
- (a) the Supplier's obligations under any provisions of this Agreement; or
  - (b) the provisions of the *Freedom of Information Act 1991 (SA)*.



## Attachment 5 - Specifications

### 1. Background

- a. The health of the River Murray underpins the health of South Australia. The River Murray provides a domestic water supply for over 90 per cent of South Australians, supports environmental assets of national and international importance and sustains the cultural values of the River's Traditional Owners.
- b. From an economic perspective, the South Australian River Murray supports major industrial processing across the State, provides the base for a regional tourism industry worth over \$100 million per annum and underpins irrigation industries worth close to \$1 billion per annum.
- c. As part of reasserting the priority of the River Murray in South Australia, the South Australian Government has committed to appoint a Commissioner for the River Murray in South Australia to support the Minister for Climate, Environment and Water and the Department for Environment and Water in taking leadership on this matter.
- d. The establishment of the Commissioner for the River Murray in South Australia is a core component of the 'Fighting for the Murray' Election Commitment made by the South Australian Government.

### 2. Functions of the Consultant

- a. The Consultant will be known as the "**Commissioner for the River Murray in South Australia**".
- b. The Consultant must:
  - i. Stand up for the health of the River Murray, including the Lower Lakes, Murray Mouth and the Coorong. This may include engaging with the media, key stakeholders, jurisdictional ministers and the Murray-Darling Basin Authority Board;
  - ii. Help in the endeavour to secure the delivery of the final 450 gigalitres of water recovery required to deliver 94 per cent of environmental flow indicators required to achieve an Environmentally Sustainable Level of Take as proposed by the *Water Act 2007* and the Basin Plan;
  - iii. Assist the South Australian Government to further improve the transparency of information provided about the management of the River Murray and the communication of River Murray related outcomes, directions and issues;
  - iv. Prepare an Annual Report in accordance with Attachment 7; and
  - v. Any other functions as agreed between the Government Party and the Consultant.

### 3. Outcomes/Deliverables

- a. In providing the Services the Consultant must:
  - i. Improve advocacy for the health of the Murray-Darling Basin and a broader appreciation of why the Basin Plan needs to be delivered;
  - ii. Lead a series of River Murray Forums in South Australia and participate in relevant interstate forums as agreed with the Government Party; and
  - iii. Prepare reports set out at Attachment 7.
- b. After the Commencement Date, at a time to be determined by the Government Party, the Consultant will meet with the Departmental Representative to develop an initial work plan, which will be subject to the approval of the Government Party.
- c. The Consultant must attend quarterly update meetings with the Government Party's Representative to review activities undertaken in the previous quarter and agree on activities to be undertaken in the following quarter(s) and the level of departmental support required.

## OFFICIAL

- d. The Consultant will meet quarterly with the Government Party and at other times required by the Government Party.

#### 4. **Support**

- a. The Government Party will make available an appropriately qualified officer from the Department for Environment and Water to support the activities of the Consultant and will also provide administrative support to the role. Access to subject matter expertise and additional capacity will be negotiated as required with the Departmental Representative.

**Attachment 6 – Pricing and Payment**

Not Used.

**Attachment 7 – Reports**

The Consultant will prepare an Annual Report following the completion of each water year (30 June) that is to be provided to the Government Party by 30 November each year (or such other date as agreed by the Government Party) and tabled in Parliament in the first sitting week after 31 December of that calendar year that describes the health of the River Murray in South Australia, achievements from the reporting period, key priorities for the coming reporting period and key activities undertaken by the Consultant. The Department for Environment and Water will support the Consultant in the preparation of this report.

The Government Party will consider the Annual Report provided and undertake an annual performance review discussion with the Commissioner by 31 March each year.