

DATED

28th

DAY OF

February

2019

AGREEMENT

BETWEEN

MURRAY-DARLING BASIN AUTHORITY

("the Authority")

-AND-

STATE OF NEW SOUTH WALES

("NSW")

AGREEMENT dated 28th day of February 2019

BETWEEN

MURRAY-DARLING BASIN AUTHORITY a body corporate established by the *Water Act 2007* (Cth) (“Authority”)

AND

STATE OF NEW SOUTH WALES (“NSW”)

PREAMBLE

- A. The Basin Plan provides that SDLs take effect on 1 July 2019, and sets out the method for determining compliance with SDLs. The operation of the SDL reporting and compliance methodology depends on the existence of WRPs. Other elements of the Basin Plan also depend, for their full implementation, on the existence of WRPs.
- B. Under the Basin Plan Implementation Agreement 2013, made under s 1.12 of the Basin Plan, Basin States have committed to meeting obligations described in that agreement. Obligations include the development of WRPs for accreditation under the Act.
- C. The *Water Regulations 2008* (Cth) specify the date by which a Basin State must provide a proposed WRP to the Authority for the purposes of seeking accreditation under section 63 of the Act. The Regulations allow the Minister to grant extensions of the period within which such proposed WRPs may be given to the Authority.
- D. The Minister may grant an extension for a specified period ending no later than 31 December 2019. In considering whether to grant such an extension, the Minister must have regard to whether, in the Minister’s opinion, the WRP is likely to be given to the Authority within the period, and any other matters the Minister considers to be relevant to the area to be covered by the WRP. If a WRP is not given to the Authority by the prescribed date, or within the extended period, step-in procedures under Division 3 of Part 2 of the Act may commence.
- E. Under this Agreement, NSW commits to undertake specified measures in anticipation of WRPs coming into effect. Measures to which NSW commits under this Agreement include:
- (i) a mechanism to resolve key elements contemplated by Part 3 of Chapter 10 of the Basin Plan, and to report on compliance with the SDL for the 2019/20 water year consistent with the arrangements contemplated by s 71 of the Act;
 - (ii) arrangements for ensuring improved protection and management of environmental water in relevant areas of the northern Basin;
 - (iii) implementation of unimplemented policy measures in the southern Basin;
 - (iv) working with the ACT government to agree a process and workplan for gaining agreement on trade arrangements between NSW and the ACT; and

To ensure transparency, NSW also agrees to report on the implementation of the measures.

- F. Under this Agreement, the Authority commits to providing responses to any draft reports or material in such time, and of such form and content, that the ability of NSW to meet the implementation commitment is not compromised.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement, unless otherwise indicated:

“Act” means the *Water Act 2007* (Cth)

“action” means an action and any additional requirements for that action set out in Schedule 2

“Basin Plan” means the *Basin Plan 2012*

“Basin State” has the meaning given by the Act

“final output” means material referred to in column 3 of Schedule 2 as ‘final’

“final report” means action referred to in column 3 of Schedule 2 as being done on or before 16 June 2019

“implementation commitment” means the implementation commitment set out in clause 2.1

“independent reviewer” means the person appointed under clause 3

“Minister” means the Commonwealth Minister for Agriculture and Water Resources or such other Commonwealth Minister who is from time to time responsible for administering Part 2 of the Act

“NSW Department” means the Department of Primary Industries, New South Wales, or its successor in relation to the management of water resources in New South Wales

“progress report” means the report referred to in clause 3.1.1 as the progress report

“Regulations” means the *Water Regulations 2008* (Cth)

“SDL” has the meaning given by the Basin Plan

“SDL resource unit” has the meaning given by the Basin Plan

“WRP” means a water resource plan within the meaning of the Act but does not include an interim water resource plan or a transitional water resource plan as defined by the Act

“WRP area” means a water resource plan area identified in Part 2 of the Basin Plan and specified in Schedule 1.

1.2. Interpretation

In this Agreement, the following rules of interpretation apply unless otherwise indicated:

- 1.2.1. the singular number includes the plural number and vice versa
- 1.2.2. no rule of construction shall apply to the disadvantage of one party on the basis that that party put forward the Agreement or any part thereof
- 1.2.3. references to the whole of a matter or thing include a part of the matter or thing
- 1.2.4. a reference to this Agreement, or to an agreement or other document includes a reference to this Agreement, or to that agreement or document as varied, novated, supplemented or replaced from time to time
- 1.2.5. a reference to a clause is a reference to a clause of this Agreement
- 1.2.6. headings are for convenience only and do not affect interpretation
- 1.2.7. references to a party, parties, clauses, or schedules are references to a party, parties, clauses or schedules to or of this Agreement unless it is expressly stated otherwise, and a reference to this Agreement includes any schedule to this Agreement
- 1.2.8. a reference to two or more persons is a reference to those persons jointly and severally
- 1.2.9. a reference to an Act or subordinate legislation, whether of the Commonwealth or NSW, includes a reference to:
 - (a) that Act or subordinate legislation as amended and in force for the time being; and
 - (b) an Act or subordinate legislation passed in substitution for the Act or subordinate legislation.

2. IMPLEMENTATION COMMITMENT

2.1. Implementation commitment

- 2.1.1. For each WRP area, NSW will:
 - (a) carry out the actions specified in column 1 of Schedule 2
 - (b) carry out and complete each action in accordance with any additional requirements specified in column 2 of Schedule 2 and to the satisfaction of the Authority
 - (c) complete each action and additional requirement within the timeframes specified for those matters in column 3 of Schedule 2.

2.2. Consultation and provision of material

- 2.2.1. The parties agree to maintain close communication through regular bilateral meetings. Without limiting this clause, the parties will conduct fortnightly bilateral meetings to discuss progress on implementation of this Agreement and to ensure that any issues relating to the delivery of the actions in Schedule 2 are resolved as quickly as possible.

- 2.2.2. NSW will consult with the Authority as required to enable the Authority to monitor whether actions specified in Schedule 2 are being carried out and completed, or likely to be carried out and completed, to the Authority's satisfaction.
- 2.2.3. Without limiting subclause 2.2.2, the Authority may request NSW to provide material relevant to the manner in which NSW is or is intending to carry out the implementation commitment or actions specified in Schedule 2, and NSW must provide such material within the period requested. Such material may be provided by NSW on a confidential basis. In the case of material that is not held by the NSW Department or which the NSW Department does not have a right to provide, the NSW Department will use its best endeavours to provide that material and provide it within the period requested.
- 2.2.4. The Authority will provide comments or responses to any draft reports or material in a timely manner and in such form and content as to not compromise NSW ability to meet the implementation commitment.
- 2.3. Public consultation and engagement**
- 2.3.1. NSW will conduct public consultation and engagement, where appropriate, in the developing the final outputs specified in Schedule 2, apart from actions 6 and 10.

3. REPORTING AND ASSURANCE

3.1. Reporting

- 3.1.1. NSW will provide to the Authority the following reports in accordance with this clause:
- (a) a report on or before 16 April 2019 (the *progress report*); and
 - (b) a report on or before 16 June 2019 (the *final report*).
- 3.1.2. The progress report must include the following:
- (a) evidence verifying that the implementation commitments in Schedule 2, specified as due by 16 April 2019, are complete
 - (b) detail of progress on:
 - (i) the implementation commitment as whole
 - (ii) each action in Schedule 2, other than as provided in response to clause 3.1.2(a), with the exception of action 6. Details will include, where an action comprises one or more milestones, progress on each milestone
 - (c) for any action that is incomplete, or has incomplete elements (including elements of actions due by 16 June 2019):
 - (i) specification of what additional measures are necessary to complete the action before 16 June 2019 and the dates by which such additional measures will be completed.

- 3.1.3. The final report must include the following:
- (a) evidence verifying that the implementation commitments in Schedule 2, specified as due by 16 June 2019, are complete
 - (b) a description of the way that the obligation in clause 2.3 was carried out
 - (c) final outputs from actions 1 – 5, 7 and 9 of Schedule 2
 - (d) verification that measures are in place to enable the report required by action 6 of Schedule 2 to be generated and provided to the Authority by the required date
 - (e) an explanation of how the PPMs will be implemented from 1 July 2019, for action 8 of Schedule 2
 - (f) the progress report for action 10 of Schedule 2.

3.2. Review and assurance

- 3.2.1. The Authority may appoint an independent reviewer for the purposes of this clause.
- 3.2.2. If the Authority forms the view that progress on the implementation commitment is such that there is a reasonable possibility that the commitment or any part of it will not be completed as required by this Agreement, the Authority may at any time request the independent reviewer to carry out a review and report on that review. The Authority will consult NSW on any such reviews terms of reference as required.
- 3.2.3. NSW shall facilitate access by the independent reviewer to:
- (a) such data, information or other material held by the NSW Department
 - (b) such staff of the NSW Department,
- as is, in the opinion of the independent reviewer, necessary to enable the reviewer to carry out a review and prepare a report.
- 3.2.4. The NSW Department will use its best endeavours to facilitate access by the independent review to:
- (a) such data, information or other material held by a department or agency of NSW other than the NSW Department
 - (b) such staff of any department or agency of NSW other than the Department,
- as is, in the opinion of the independent reviewer, necessary to enable the reviewer to carry out a review and prepare a report.
- 3.2.5. A report prepared by the independent reviewer must include:
- (a) the independent reviewer's opinion on progress made by NSW on the implementation commitment as a whole, and on each action in Schedule 2
 - (b) any advice of the independent reviewer about additional activity required by NSW to ensure completion of an action in Schedule 2, or to ensure completion of such action

(c) in the case of a review undertaken on or after 16 June 2019, the independent reviewer's opinion on whether the implementation commitment, including each action in Schedule 2, is complete and verified by the evidence provided by NSW.

3.2.6. A report prepared by the independent reviewer may include other material that in the reviewer's opinion is relevant to the review.

3.3. Publication

3.3.1. The Authority shall provide a copy of each report referred to in clause 3.1 and 3.2 to the Minister, and may publish any such report on its website by agreement between the parties.

3.3.2. The Authority may publish on its website any of the final outputs prepared by NSW by agreement between the parties.

4. INTELLECTUAL PROPERTY

4.1. NSW acknowledges and agrees that, with the exception of material provided by NSW on a confidential basis under clause 2.2.3, the Authority may make all information provided by NSW, including reports contemplated by clause 3 of this Agreement, available under a perpetual creative commons attribution licence (CC-BY 4.0).

5. COSTS

5.1. Subject to clause 5.2, each party will bear its own costs of and associated with negotiating and executing this Agreement, and performance under this Agreement.

5.2. NSW will bear all reasonable costs of and associated with an independent review conducted under subclause 3.2.

6. DISPUTE RESOLUTION

6.1. The parties will endeavour to resolve any disputes under this Agreement constructively and expeditiously. In the event that a dispute arises under this Agreement, the following process will occur:

(a) a senior executive representing the Authority, and a senior executive representing the NSW Department, will discuss the dispute as soon as practical;

(b) should the dispute still remain unresolved, it will be referred to the Chief Executive of the Authority and the relevant Deputy Secretary of the NSW Department.

7. AGREEMENT DOES NOT AFFECT OBLIGATIONS OR POWERS UNDER THE ACT OR BASIN PLAN

7.1. Nothing in this Agreement affects the obligations or the exercise of functions or powers of either NSW or the Authority under the Act or Basin Plan.

8. TERM

- 8.1. This Agreement commences on the date it is signed, and may be terminated by written agreement of the parties if prior to completion of actions as set out in clause 2.1.1.

9. AMENDMENT

- 9.1. This Agreement may be amended in writing by signed agreement of each party.

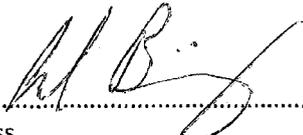
SIGNED FOR AND ON BEHALF OF THE PARTIES by

LIZ LIVINGSTONE, DEPUTY SECRETARY)
Department of Industry – Lands and Water, NSW)
for and on behalf of the)
STATE OF NEW SOUTH WALES)
in the presence of:)



.....
Witness
[Print Name: VANESSA O'KEEFE]

PHILLIP GLYDE, Chief Executive)
Murray-Darling Basin Authority)
for and on behalf of the)
MURRAY-DARLING BASIN AUTHORITY)
in the presence of:)



.....
Witness
[Print Name: CARL BINNING]

SCHEDULE 1**WRP AREAS**

Item no.	Water resource plan area
1	Intersecting Streams
2	Barwon–Darling Watercourse
3	NSW Border Rivers
4	Gwydir
5	Namoi
6	Macquarie–Castlereagh
7	Lachlan
8	Murrumbidgee
9	NSW Murray and Lower Darling
10	NSW Murray-Darling Basin Porous Rock
11	Darling Alluvium
12	Murray Alluvium
13	Murrumbidgee Alluvium
14	Lachlan Alluvium
15	NSW Murray-Darling Basin Fractured Rock)
16	Macquarie–Castlereagh Alluvium
17	NSW Great Artesian Basin Shallow
18	Namoi Alluvium
19	Gwydir Alluvium
20	NSW Border Rivers Alluvium

SCHEDULE 2

SPECIFIED ACTIONS FOR IMPLEMENTATION COMMITMENT (clause 2)

Definitions for this Schedule

In this Schedule, unless otherwise indicated, a term used in the Act or the Basin Plan has the meaning given by the Act or Basin Plan, respectively.

ACTION		ADDITIONAL REQUIREMENTS	TIMEFRAME WITHIN WHICH ACTION WILL BE COMPLETED
1	Specify, for each form of take within each SDL resource unit in the WRP area, a method for determining the maximum quantity of water that NSW will permit to be taken for consumptive use during a water accounting period after 30 June 2019 for the WRP area.	<p>A method must be one that is consistent with the requirements of s 10.10 of the Basin Plan, including requirements relating to accounting in s 10.12, and with the Authority's SDL Reporting and Compliance Framework.</p> <p>A draft proposal for the method must be provided to the Authority prior to the final method.</p>	<p>Draft proposal required by 16 April 2019.</p> <p>Final method required on or before 16 June 2019.</p>
2	For each SDL resource unit in the WRP area, set out a demonstration that the method referred to in action 1 relates to the SDL of that unit in such a way that, if applied over a repeat of the historical climate conditions, it would result in meeting the SDL for the resource unit, including as amended under s 23B of the Act.	<p>A demonstration must be one that is consistent with the requirements of s 10.10(4) of the Basin Plan, including requirements relating to accounting in s 10.10(5) as required.</p> <p>A draft proposal for the demonstration must be provided to the Authority prior to the final demonstration.</p>	<p>Draft proposal required by 16 April 2019.</p> <p>Final demonstration required on or before 16 June 2019.</p>

ACTION	ADDITIONAL REQUIREMENTS	TIMEFRAME WITHIN WHICH ACTION WILL BE COMPLETED
<p>3</p> <p>For each SDL resource unit in the WRP area, specify rules that will be applied by NSW after 30 June 2019 to ensure, as far as practicable, that the quantity of water actually taken for consumptive use in a water accounting period for the SDL resource unit does not (after making any adjustments for the disposal or acquisition of held environmental water) exceed the unit's annual permitted take for the period.</p> <p>For this action, 'annual permitted take' means the sum of the maximum quantity of water permitted to be taken by each form of take for consumptive use from the SDL resource unit, determined in accordance with the method specified in action 1.</p>	<p>The rules must be consistent with the requirements of s 10.11 of the Basin Plan.</p> <p>A draft proposal for rules must be provided to the Authority prior to the final rules.</p>	<p>Draft proposal required by 16 April 2019.</p> <p>Final rules required on or before 16 June 2019.</p>
<p>4</p> <p>(1) Subject to (3), for each surface water SDL resource unit in a WRP area, specify the limits that will be placed on take for consumptive use by:</p> <ul style="list-style-type: none"> (a) take under basic rights; or (b) take by runoff dams; or (c) net take by commercial plantations. <p>so that take does not exceed the level specified in column 2 of Schedule 3 to the Basin Plan, for that form of take in that SDL resource unit.</p> <p>(2) Subject to (3), for the SDL resource units in the Barwon-Darling, Border Rivers, Gwydir, Namoi and Macquarie-Castlereagh WRP areas, specify the limits that will be placed on take for consumptive use by floodplain harvesting so that take does not exceed the level:</p> <ul style="list-style-type: none"> (a) estimated by the Authority to be taken under BDL conditions when the Basin Plan was made, or 	<p>A draft proposal for the specification must be provided to the Authority prior to the final specification.</p>	<p>Subject to the outcomes of the independent review of the NSW Floodplain Harvesting Policy implementation, and the Natural Resources Commission review of the Barwon-Darling WSP:</p> <ul style="list-style-type: none"> • Draft proposal required by 16 April 2019. • Final specification for public consultation during the WRP public exhibition process required on or before 16 June 2019.

ACTION	ADDITIONAL REQUIREMENTS	TIMEFRAME WITHIN WHICH ACTION WILL BE COMPLETED
<p>(b) estimated under a revised estimate presented to meet action 7 of this Schedule.</p> <p>(3) Limits placed on a form of take specified in (1) or (2) may be increased above the specified limits, if:</p> <p>(a) reductions are specified in another form of take in that SDL resource unit that ensures there is no overall change in the long-term annual average quantity of water that can be taken, and</p> <p>(b) take by the forms of take affected by the changes are capable of being accurately measured, or, if such measurement is not currently possible, being reasonably estimated using the best available method, and</p> <p>(c) the changes are not expected to result in take from the SDL resource unit ceasing to be an environmentally sustainable level of take.</p>		
<p>5 For each SDL resource unit in the WRP area, specify how the quantity of water actually taken for consumptive use by each form of take will be determined after the end of a water accounting period using the best information available at the time.</p>	<p>The specification must be consistent with the requirements of s 10.15(2), (3) and (4) of the Basin Plan.</p> <p>A draft proposal for the specification must be provided to the Authority prior to the final specification.</p>	<p>Draft proposal required by 16 April 2019.</p> <p>Final specification required on or before 16 June 2019.</p>
<p>6 For the 2019-2020 water accounting period, report to the Authority, within four months after the end of the water accounting period:</p> <p>(a) the quantity of water permitted to be taken from each SDL resource unit of the WRP area for consumptive use, determined by applying</p>	<p>The report must be consistent with s 71 of the Act, Basin Plan Chapter 6 Part 4, and the associated Authority's SDL Reporting and Compliance Framework.</p>	<p>Within 4 months after the end of the 2019-2020 water accounting period.</p>

ACTION	ADDITIONAL REQUIREMENTS	TIMEFRAME WITHIN WHICH ACTION WILL BE COMPLETED
<p>the method specified in action 1 or, where there is a WRP for the relevant WRP area, by applying the accredited method.</p> <p>(b) the quantity of water actually taken from each SDL resource unit, determined by applying the method or methods specified for action 5 or, where there is a WRP for the relevant WRP area, by applying the accredited method.</p> <p>(c) an assessment of compliance with the SDL of each SDL resource unit (determined by reference to inputs submitted by NSW under paragraphs (a) and (b))</p> <p>(d) if there has been non-compliance with the SDL of an SDL resource unit - the actions that NSW proposes to take to ensure that the limit is complied with in the future.</p>	<p>For paragraphs (c) and (d) of this action, compliance with the SDL must be assessed in accordance with the method specified in the Basin Plan Chapter 6 Part 4, and as if:</p> <ul style="list-style-type: none"> - the quantity reported in paragraph (a) of this action was annual permitted take for s 6.10(1) (surface water) or s 6.12B(1) (groundwater) and - the quantity reported in paragraph (b) of this action was annual actual take for s 6.10(2) (for surface water) or s 6.12B(2) (groundwater). - for any of the period during which there is no WRP for the WRP area - the application of the method and rules in Actions 1 and 3 of this Schedule is taken to be the operation of the WRP, for s 6.12(4)(a) for surface water, or s 6.12C(4)(a) for groundwater. <p>The Authority will use the report provided under this action as an equivalent to the report required by s 71(1)(g) and (h) of the Act, to track</p>	

ACTION	ADDITIONAL REQUIREMENTS	TIMEFRAME WITHIN WHICH ACTION WILL BE COMPLETED
	NSW performance in meeting Basin Plan expectations, including compliance with SDLs.	
7	<p>Propose amended estimates of BDL for each SDL resource unit in the WRP area.</p> <p>For this action, 'estimates of BDL' are estimates set out as Notes to the description of BDL in Column 2 of Schedule 3 to the Basin Plan.</p>	<p>Proposed amendments of estimates of BDL must be based on best available information supported by documented evidence.</p> <p>An initial draft proposal for the amendment must be provided to the Authority prior to the final proposal.</p>
8	<p>For each of the following WRP areas:</p> <ul style="list-style-type: none"> - Murrumbidgee (item 8 in Schedule 1) and - NSW Murray and Lower Darling (item 9 in Schedule 1) <p>(1) Demonstrate that appropriate policy settings are in place for the implementation of the measures described in the Basin Plan as PPMs (see s 7.15), by 30 June 2019.</p> <p>(2) Develop and agree a timetable with the Authority for NSW delivery of PPM measure implementation evidence and Authority comments.</p>	<p>Pre-requisite policy measures are those referred to in s 7.15 of the Basin Plan as 'unimplemented policy measures' as agreed between NSW and the MDBA.</p> <p>PPMs are to be implemented as agreed by NSW and the MDBA, including through preparation of operational documentation that gives effect to PPMs.</p> <p>A timetable for submission of PPM implementation evidence is to be submitted to the Authority with sufficient time for the Authority to make a determination on adequacy of the proposed measures before 30 June 2019.</p>

ACTION	ADDITIONAL REQUIREMENTS	TIMEFRAME WITHIN WHICH ACTION WILL BE COMPLETED
	NSW must demonstrate that appropriate policy setting are in place to meet the requirements of s 7.15 of the Basin Plan.	
<p>9</p> <p>For each of the following WRP areas:</p> <ul style="list-style-type: none"> - Barwon-Darling Watercourse (item 2 in Schedule 1) - Gwydir (item 4 in Schedule 1) and - Macquarie-Castlereagh (item 6 in Schedule 1) <p>(1) Provide a clear work plan setting out a pathway including milestones for progressing solutions to better manage environmental water where relevant under NSW law</p> <p>Solutions include, but are not limited to nor prescribed as:</p> <ul style="list-style-type: none"> • better understand northern connectivity • managing resumption of flows in the Barwon-Darling after an extended dry period • limiting daily water take in the Barwon-Darling • actively managing environmental water in stream in the Barwon-Darling, and relevant water sources in the Gwydir and Macquarie-Bogan unregulated water sharing plans where regulated held environmental water is delivered. <p>(2) Publish a progress report on delivery of the roadmap for <i>Better management of environmental water – Interim Solutions Package</i> (NSW Government, June 2018).</p> <p>(3) Share the draft rules to improve the management and protection of environmental water in the Barwon-Darling, Gwydir and Macquarie-Bogan</p>	<p>The work plan must set out quarterly milestones for progressing the solutions.</p> <p>As previously agreed any new rules or measures identified are to be given effect under NSW legislation or in relevant WRPs. Relevant WRPs will be submitted to the MDBA for accreditation assessment in 2019.</p> <p>Any proposed new or revised rules or measures must not be inconsistent with the framework provided in Chapter 10 of the Basin Plan where they are to be included in WRPs.</p> <p>The progress report on the roadmap delivery must set out any relevant draft rules or measures and identify which WSP or WRP they pertain to.</p>	<p>Workplan to be provided to the Authority by 13 March 2019.</p> <p>The progress report is to be publicly released by 16 June 2019.</p>

ACTION	ADDITIONAL REQUIREMENTS	TIMEFRAME WITHIN WHICH ACTION WILL BE COMPLETED
<p>catchments with the MDBA, noting that these will be publically released as part of the draft WRP public exhibition process.</p> <p><i>Note: The Natural Resources Commission review of the Water Sharing Plan for the Barwon-Darling Unregulated and Alluvial Water Sources 2012 under section 43A of the Water Management Act 2000 has commenced. The timing, process and recommendations of this review may influence the content and timing of the deliverables specified in this action. Notwithstanding this, it is anticipated that public exhibition may commence in June 2019.</i></p>		
<p>10 For the Murrumbidgee WRP area (item 8 in Schedule 1):</p> <p>(1) Work with the ACT to develop a process for enabling two-way interjurisdictional water trading between NSW and the ACT.</p> <p>(2) Provide a workplan to establish the required arrangements, including principles, milestones, and timing.</p> <p><i>Note: NSW acknowledges the Ministerial Council agreement on 14 December 2018 to enable two-way interjurisdictional water trading between NSW and the ACT.</i></p>	<p>The agreed process to enable interstate trade, the workplan for the agreement, is to be agreed by both the ACT and NSW.</p> <p>NSW will engage with the Authority on the possible implications of the approach on interstate trade and any amendments that would be required to either Schedule D of the Act or its protocols.</p>	<p>Advise the Authority by 13 March 2019 of the NSW/ACT agreed process though which interstate trade arrangements will be enabled.</p> <p>NSW/ACT agreed workplan to be provided to the Authority on or before 16 April 2019.</p> <p>Progress report on workplan implementation on or before 16 June 2019.</p>