

SCHEDULE 2

DEED dated the Tenth day of June 2004.

BETWEEN:

THE COMMONWEALTH OF AUSTRALIA (“the Commonwealth”)

AND

THE STATE OF QUEENSLAND (“Queensland”)

AND

THE STATE OF SOUTH AUSTRALIA (“South Australia”)

AND

THE NORTHERN TERRITORY OF AUSTRALIA (“the Northern Territory”)

BACKGROUND

1. On the 21st day of October 2000, the Commonwealth, Queensland and South Australia (“the Original Parties”) entered into the LAKE EYRE BASIN INTERGOVERNMENTAL AGREEMENT (“the Original Agreement”) to provide for the establishment of arrangements for the management of water and related natural resources for that portion of the Lake Eyre Basin as identified in Clause 1.1 of the Agreement.
2. The Northern Territory wishes to become a party to the Original Agreement.
3. The Original Parties:
 - a. have agreed to admit the Northern Territory as a party to the Original Agreement; and
 - b. wish to amend certain provisions of the Original Agreement as set out in this Deed.

OPERATIVE PART:

1. MEANING OF WORDS

- (a) “**Effective Date**” means, pursuant to clause 12 of the Original Agreement, the date on which this Deed is approved and ratified by the Parliaments of Queensland, South Australia and the Northern Territory.
- (b) All other capitalised terms used in this Deed have the meaning given to them in the Original Agreement.

2. CHANGES TO PARTIES

On and from the Effective Date the Northern Territory:

- (a) becomes a Party to the Original Agreement; and
- (b) is bound by the terms of the Original Agreement in all respects as if the Northern Territory had been named as a Party to the Original Agreement.

3. AMENDMENTS TO THE AGREEMENT

The Original Agreement is varied in the following manner:

- (a) by removing clause 1.1 and replacing it with the following clause:

“1.1 This Agreement applies to that area of the Lake Eyre Basin (the Agreement Area) encompassing portions of Queensland, South Australia and the Northern Territory of Australia, as depicted in Schedule 1 of this Agreement, including within that area the following river systems and associated catchments, floodplains, overflow channels, lakes, wetlands and sub-artesian waters dependent on surface flows of:

- a. the Cooper Creek system and associated tributaries in Queensland and South Australia;
- b. the Diamantina River system and associated tributaries in Queensland and South Australia;
- c. the Georgina river system and associated tributaries in Queensland, South Australia and the Northern Territory;
- d. the Hay River system and associated tributaries in Queensland and the Northern Territory; and
- e. the Finke River and Todd River systems and associated tributaries in the Northern Territory.

- (b) by adding the following sub-clause (h) to clause 1.3:

“a reference to a “State” includes the Northern Territory.”

- (c) by removing sub-clause 9.2 and replacing it with the following sub-clause:

“9.2 Any amendment of this Agreement, including the addition or amendment of a Schedule approved by the Ministerial Forum under clause 10 or 12, is subject to approval and ratification by the Parliaments of Queensland, South Australia and the Northern Territory and will come into effect when so approved and ratified.”

- (d) by replacing the map in Schedule 1 to the Original Agreement with the map at **Annexure A** to this Deed.
- (e) by this Deed becoming a schedule to the Original Agreement being “Schedule 2”.

4. TERMS AND CONDITIONS

For the purpose of clause 12.1 of the Original Agreement, the terms and conditions prescribed by the Original Parties are as set out in **Annexure B** to this Deed.

5. GENERAL

- (a) Each party must:
 - (a) use its best efforts to do all things necessary or desirable to give full effect to this Deed; and
 - (b) refrain from doing anything that might hinder performance of this Deed.
- (b) This Deed may be signed in any number of counterparts.
- (c) Except as varied above the Original Agreement remains in full force and effect.

Signed, Sealed & Delivered by The Minister for the Environment and Heritage of the Commonwealth

This 10th day of June 2004

David Kemp

In the presence of

MICK ROCHIE
.....
Witness *Jala*

Signed, Sealed & Delivered by The Minister for Natural Resources Mines and Energy of The State of Queensland

This 10 day of June 2004

[Signature]

In the presence of

MICK ROCHIE
.....
Witness *Jala*

The Common Seal of The Minister for Environment and Conservation of the State of South Australia

This 10 day of June 2004

John H...

In the presence of:

MICK ROCHIE
.....
Witness *Jala*



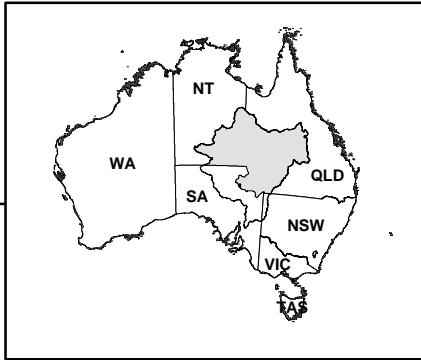
Signed, Sealed and Delivered for and on behalf of the Northern Territory of Australia by The Minister for Central Australia

This 10TH day of June 2004

Peter Toyne

In the presence of:

MICK ROCHIE
.....
Witness *Jala*



New South Wales



- Agreement Area
- Lake Eyre Basin Boundary
- Catchment Boundary
- State Boundary

Terms

The Northern Territory will join the Original Agreement on the following terms agreed by and with the Original Parties:

- a) the Northern Territory will contribute financial and other resources of \$50,000 per annum towards the Ministerial Forum Budget, at least \$10,000 of which will be provided as a cash contribution;
- b) the cash component of the Northern Territory contribution will be managed in accordance with existing financial arrangements agreed by parties, but will be targeted to travel and other costs involved in supporting Northern Territory participation in the Community Advisory Committee to the Ministerial Forum;
- c) the remainder of the Northern Territory contribution will be drawn from natural resource management, environmental or other program activities within the Agreement Area that support the objectives of the Lake Eyre Basin Inter-governmental Agreement (but excluding any activities funded jointly through existing Commonwealth – Territory agreements).