

NATIONAL PARTNERSHIP AGREEMENT ON AN INDIGENOUS CLEARINGHOUSE

Council of
Australian
Governments

An agreement between

- the **Commonwealth of Australia** and
- the **States and Territories**, being:
 - ▼ The State of New South Wales
 - ▼ The State of Victoria
 - ▼ The State of Queensland
 - ▼ The State of Western Australia
 - ▼ The State of South Australia
 - ▼ The State of Tasmania
 - ▼ The Australian Capital Territory
 - ▼ The Northern Territory of Australia

This Agreement will contribute to building a cumulative body of evidence to inform and improve policy and service delivery aimed at closing the gap on Indigenous disadvantage.

National Partnership Agreement on an Indigenous Clearinghouse

PRELIMINARIES

1. This agreement is created subject to the provisions of the *Intergovernmental Agreement on Federal Financial Relations* and should be read in conjunction with that Agreement and subsidiary schedules. In particular, the schedules include direction in respect of performance reporting and payment arrangements.
2. The Parties are committed to addressing the issue of social inclusion, including responding to Indigenous disadvantage. That commitment is embodied in the objectives and outcomes of this agreement. However, the Parties have also agreed to other objectives and outcomes – for example, in the National Indigenous Reform Agreement – which the Parties will pursue through the broadest possible spectrum of government action. Consequently, this agreement will be implemented consistently with the objectives and outcomes of all National Agreements and National Partnerships entered into by the Parties.
3. In April 2007 COAG agreed to an approach to Indigenous generational reform that incorporates building a cumulative body of evidence to inform and improve policy and service delivery for Indigenous Australians.
4. The Parties to this Agreement are committed to the establishment of a national Indigenous Clearinghouse for reliable evidence on best practice and success factors for closing the gap on Indigenous disadvantage.
5. The focus of the Clearinghouse will be on building an evidence base which contributes to the achievement of the Closing the Gap targets and objectives set out in the National Indigenous Reform Agreement and the broader COAG Indigenous reform agenda.
6. In entering this Agreement, the Parties recognise that a shared commitment to building the evidence for closing the gap on Indigenous disadvantage requires better access to evidence-based material, assessment of the quality of evidence, and better coordination of research and evaluation efforts across Australia.

PART 1 – FORMALITIES

Parties to this Agreement

7. In entering this Agreement, the Parties recognise their mutual interest in building the evidence base on what works to close the gap in Indigenous disadvantage and need to work together to achieve those outcomes.

Term of the Agreement

8. This Agreement will commence as soon as the Commonwealth and one other Party signs the Agreement and will expire in September 2014, or earlier termination as agreed in writing by the Parties.

Interpretation

9. Unless otherwise specified, the following terms and definitions are used throughout this Agreement:
 - a. **Agreement:** this Agreement and any schedules.
 - b. **Clearinghouse:** the specific knowledge management service which is delivering the outputs of this Agreement.
 - c. **COAG:** the Council of Australian Governments (COAG) or any body delegated by COAG to operate on its behalf within the context of this Agreement.
 - d. **Contract:** the contract between the Commonwealth and the Clearinghouse Service Provider which was signed on June 16 2009.
 - e. **Milestone:** a significant event or point in time within the delivery of the objectives of this Agreement.
 - f. **Parties:** the Commonwealth and the States and Territories.
 - g. **Priority Topic:** a topic relevant to the COAG targets for closing the gap and building blocks identified as a priority for the annual workplan by the Working Group on Indigenous Reform in the first year of operations, and by the Clearinghouse Board in subsequent years.
 - h. **Service Provider:** the agent contracted to deliver the Clearinghouse services specified as Outputs of this Agreement.
 - i. **Workplan:** the annual plan developed by the Clearinghouse service provider which outlines the methods and timing for delivering the Outputs of this Agreement.
 - j. **Delegates:** Departmental Secretary or equivalent in each jurisdiction, acting on behalf of relevant First Minister in the execution of this agreement.

PART 2 – OBJECTIVES, OUTCOMES AND OUTPUTS

Objectives

10. Through this Agreement, the Parties are committed to:
 - a) building a cumulative evidence base for what works to close the gap in Indigenous disadvantage;
 - b) improving access by policy makers, service providers, and the general public to evidence on best practice and success factors to close the gap in Indigenous disadvantage;
 - c) rigorous assessment of the quality of evidence for policies and interventions aimed at closing the gap in Indigenous disadvantage;
 - d) better coordination of research and evaluation efforts across Australia; and
 - e) identifying the gaps in the available evidence on what works to close the gaps in Indigenous disadvantage.

Outcomes

11. The Agreement will contribute to the following outcomes:
 - a) an increased body of quality assessed evidence for what works to close the gap in Indigenous disadvantage;
 - b) improved access to research and evaluations to inform policy and service delivery aimed at closing the gap in Indigenous disadvantage;
 - c) improved communication of the evidence for what works to close the gap in Indigenous disadvantage to policy and program practitioners and the research community;
 - d) improved coordination of research and evaluation efforts of governments and the research community across Australia; and
 - e) improved understanding of the gaps in the available evidence for what works to close the gap in Indigenous disadvantage.

Outputs

12. The objectives and outcomes of this Agreement will be achieved through the following outputs which will be developed and produced by the Service Provider:
 - a) a collection of key evidence based material relevant to the COAG targets and reform agenda selected according to methodological and subject expertise;
 - b) assessment and labelling of the quality of approximately 300 items (research or evaluations) per year according to agreed standards as developed by the Clearinghouse service provider, and as agreed by the Clearinghouse Board, for evidence and Quality Assurance procedures;
 - c) access to evidence based material on what works through:
 - i. a website with a searchable and catalogued repository of evidence based material;
 - ii. links to the websites of other Clearinghouses and information services and to material available through other databases and catalogues; and
 - iii. helpdesk service to assist users of the Clearinghouse in locating material.
 - d) analysis and review of the selected key evidence based material to produce:
 - i. approximately two substantial papers (around 10,000 words) a year based on a meta-review of a priority topic;
 - ii. an average of ten resource sheets (around 2,000 words) per year on issues such as the applicability of the material collected for specific policies and/or programs; and
 - iii. annual papers on the gaps in the available research and evaluation evidence on a priority topic.
 - e) coordination of research and evaluation efforts through:
 - i. an online register of research and evaluation projects across Australia relevant to Indigenous outcomes (both work in progress and completed); and
 - ii. advice on priorities for future research and program evaluation to fill identified gaps.

- f) engagement with the Clearinghouse stakeholders and intended users, through:
 - i. quarterly electronic newsletters with updates about Clearinghouse activities, publications, and additions to the repository;
 - ii. presentations on the work of the Clearinghouse to jurisdictions with a minimum of one visit/teleconference each year, through the department in each State/Territory with primary responsibility for Indigenous affairs, and to the Commonwealth departments with responsibilities most relevant to the COAG targets;
 - iii. moderated email/web forums in users' areas of interest; and
 - iv. an online calendar of relevant events such as research, evaluation and policy conferences.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

- 13. The objectives, outcomes and outputs of this Agreement will be provided through a Contract between the Commonwealth and the Clearinghouse Service Provider. The Commonwealth entered into a legally binding two year contract on June 16 2009 (with the option to renew for a further three years) with the Australian Institute of Health & Welfare for the Clearinghouse services.
- 14. Under clause 4.2 of the Contract, Intellectual Property in all Contract Material produced and developed under the contract will vest in the Commonwealth. However the Commonwealth grants a royalty-free, non-exclusive licence to the States and Territories to use and reproduce the Contract Material for the objectives of this Agreement.
- 15. To realise the objectives and commitments in this Agreement, each Party has specific roles and responsibilities, as outlined below.

Role of the Commonwealth

- 16. The Commonwealth will have responsibility for:
 - a) managing the receipt of financial contributions from the States and Territories;
 - b) making payments to the Clearinghouse service provider using Commonwealth and State and Territory financial contributions;
 - c) conducting an open tender for the Clearinghouse services in accordance with the Commonwealth Procurement Guidelines;
 - d) entering into and managing a contract for the provision of the Clearinghouse services;
 - e) monitoring the delivery of Clearinghouse outputs according to agreed milestones;
 - f) conducting an evaluation of the Clearinghouse in partnership with States and Territories in its second and fourth year of operation to determine its effectiveness in achieving the objectives, outcomes and outputs of this Agreement ;
 - g) complying with reasonable requests from COAG or its Working Groups for briefings and agenda papers on the progress of the Clearinghouse project;
 - h) providing any State or Territory, upon request, with copies of material developed under the Contract which is not available through the Clearinghouse website, including:

- i. the contract between the Commonwealth and the Clearinghouse service provider;
- ii. minutes and agenda papers for all board meetings;
- iii. minutes and agenda papers for Scientific Reference Group meetings;
- iv. workshop notes and materials for presentations on the Clearinghouse to jurisdictions;
- v. the Clearinghouse Communication Strategy;
- vi. specifications on standards for evidence and Quality Assurance procedures.

Shared Responsibilities

17. All Parties share the following roles and responsibilities and will:
- a) provide funding for the establishment and operation of the Clearinghouse as set out in this Agreement;
 - b) work cooperatively in order to ensure the efficient and effective outcomes of the project;
 - c) provide representatives to serve on the Clearinghouse Board (two to represent the Commonwealth and two to represent all the States and Territories) to provide strategic direction to the Clearinghouse and approve its annual workplan;
 - d) engage with the Clearinghouse service provider as provided for in the Clearinghouse Communication Strategy of the annual workplan;
 - e) contribute research and evaluations conducted by each Party (both past and future) which are relevant and appropriate to the scope of this Agreement to the Clearinghouse repository;
 - f) participate in the annual user satisfaction survey and provide information and assistance as required for the evaluation of the Clearinghouse services;
 - g) acknowledge the financial and other contribution of all Parties to this Agreement in all media releases, briefs and reporting relating to the Clearinghouse project; and
 - h) ensure that all media releases, briefs and reporting relating to the Clearinghouse project are consistent with this Agreement and the Contract for Clearinghouse services between the Commonwealth and the Clearinghouse Service Provider.

PART 4 – PROGRESS MEASUREMENT, EVALUATION AND REPORTING

Progress Measurement and Reporting

18. The Commonwealth will monitor progress in delivering the key outputs of this Agreement as specified in the Contract between the Commonwealth and the Service provider.
19. The Clearinghouse service provider will provide quarterly reports of progress against the annual Clearinghouse workplan to the Commonwealth.
20. The Clearinghouse service provider will also conduct an annual “user satisfaction” survey and provide a report on the results and findings to the Commonwealth.
21. The Commonwealth will provide copies of the quarterly progress reports and annual user satisfaction survey report to each of the States/Territories within one month of their completion.

Evaluation

22. The achievement of the Outcomes of this Agreement will be measured through evaluations of the Clearinghouse services to be conducted during the second and fourth year of the Clearinghouse's operation. The evaluation strategy will be developed by the Commonwealth in partnership with the States and Territories by 30 June 2010 and will incorporate:
- a) data from the quarterly progress reports;
 - b) data from a yearly "user satisfaction" survey conducted by the service provider;
 - c) any additional performance indicators that are developed in consultation with the Parties to this Agreement; and
 - d) additional information which is required for assessing the effectiveness and impact of the outcomes and outputs of this Agreement.

PART 5 – FINANCIAL ARRANGEMENTS

Funding

23. The total cost to all governments of the Clearinghouse under this National Partnership Agreement is \$1 million per year over five years (exclusive of GST and indexation).
24. The Commonwealth will bear half the cost of the Clearinghouse services and the States and Territories will share the other half of the cost, as set out in the table below.
25. Funding for this Agreement shall be provided through Own Purpose Expenses from the Commonwealth and the States and Territories. There are no payments from the Commonwealth to the States and Territories.
26. The total funding for project is \$5.204 million over five years (including indexation of 2% per annum and exclusive of GST).

Payment schedule

27. The Commonwealth shall draw on the combined funding from the Parties to pay the service provider on satisfactory achievement of milestones as set out in the Contract.
28. The Commonwealth will invoice each of the States and Territories for their contribution (including GST) in the first half of each financial year.
29. Payment schedule for each jurisdiction (including indexation of 2% per annum) is outlined in the following table.
30. Jurisdictions will be invoiced for the amount specified in the table, plus 10 per cent GST (to be reclaimed where applicable through BAS process).

Jurisdiction	Share of funding %	2008/09	2009/10	2010/11	2011/12	2012/13	2013/14	Total funding
Commonwealth	50.00%	\$500,000	\$510,000	\$520,200	\$530,604	\$541,216		\$2,602,020
NSW	14.35%		\$143,500	\$146,370	\$149,297	\$152,283	\$155,329	\$746,780
QLD	14.15%		\$141,500	\$144,330	\$147,217	\$150,161	\$153,164	\$736,372

WA	7.55%		\$75,500	\$77,010	\$78,550	\$80,121	\$81,724	\$392,905
NT	6.45%		\$64,500	\$65,790	\$67,106	\$68,448	\$69,817	\$335,661
VIC	3.00%		\$30,000	\$30,600	\$31,212	\$31,836	\$32,473	\$156,121
SA	2.50%		\$25,000	\$25,500	\$26,010	\$26,530	\$27,061	\$130,101
TAS	1.60%		\$16,000	\$16,320	\$16,646	\$16,979	\$17,319	\$83,265
ACT	0.40%		\$4,000	\$4,080	\$4,162	\$4,245	\$4,330	\$20,816
Total	100%	\$0.500m	\$1.010m	\$1.030m	\$1.050m	\$1.071m	\$0.541m	\$5.204m

PART 6 – GOVERNANCE ARRANGEMENTS

Dispute resolution

31. Any Party may give notice to other Parties of a dispute under this Agreement.
32. The relevant delegates will attempt to resolve any dispute in the first instance.
33. If a dispute cannot be resolved between the relevant delegates, it may be escalated to the relevant COAG body for consideration.
34. If a dispute cannot be resolved by the relevant COAG body, it may be referred by a Party to COAG for consideration.

Review of the Agreement

35. The Agreement will be reviewed in five years with regard to progress made by the Parties in respect of achieving the agreed outcomes.
36. This review will be informed by an evaluation conducted in the fourth year of the Clearinghouse of operations to determine how well the Clearinghouse has achieved the Objectives and Outcomes of this Agreement, and whether there is continued need for the Clearinghouse services.

Variation of the Agreement

37. This Agreement may be amended by agreement in writing by all the Parties. However any changes to the Objectives, Outcomes, Outputs, or Reporting Requirements is likely to require a variation to the Clearinghouse Contract. Furthermore, any decrease in the funding contribution from jurisdictions for 2009-10 and 2010-11 will require a variation to the Clearinghouse Contract and will result in diminished outputs.
38. If any Party to this Agreement terminates their participation to the Agreement it will likely result in a termination of the contract between the Commonwealth and the Clearinghouse Service Provider as there will be insufficient funds to honour the contract.

The Parties have confirmed their commitment to this agreement as follows:

**Signed for and on behalf of the Commonwealth
of Australia by**

The Honourable Kevin Rudd MP

Prime Minister of the Commonwealth of Australia

October 2009

**Signed for and on behalf of the
State of New South Wales by**

The Honourable Nathan Rees MP

Premier of the State of New South Wales

October 2009

**Signed for and on behalf of the
State of Queensland by**

The Honourable Anna Bligh MP

Premier of the State of Queensland

October 2009

**Signed for and on behalf of the
State of South Australia by**

The Honourable Mike Rann MP

Premier of the State of South Australia

October 2009

**Signed for and on behalf of the Australian
Capital Territory by**

Jon Stanhope MLA

Chief Minister of the Australian Capital Territory

October 2009

**Signed for and on behalf of the
State of Victoria by**

The Honourable John Brumby MP

Premier of the State of Victoria

October 2009

**Signed for and on behalf of the
State of Western Australia by**

The Honourable Colin Barnett MP

Premier of the State of Western Australia

October 2009

**Signed for and on behalf of the
State of Tasmania by**

The Honourable David Bartlett MP

Premier of the State of Tasmania

October 2009

**Signed for and on behalf of the Northern
Territory by**



The Honourable Paul Henderson MLA

Chief Minister of the Northern Territory of Australia

October 2009

The Parties have confirmed their commitment to this agreement as follows:
*Signed for and on behalf of the Commonwealth
of Australia by*

The Honourable Kevin Rudd MP
Prime Minister of the Commonwealth of Australia
February 2010

*Signed for and on behalf of the
State of New South Wales by*

The Honourable Kristina Keneally MP
Premier of the State of New South Wales
February 2010

*Signed for and on behalf of the
State of Victoria by*

The Honourable John Brumby MP
Premier of the State of Victoria
February 2010

*Signed for and on behalf of the
State of Queensland by*

The Honourable Anna Bligh MP
Premier of the State of Queensland
February 2010

*Signed for and on behalf of the
State of Western Australia by*

The Honourable Colin Barnett MP
Premier of the State of Western Australia
February 2010

*Signed for and on behalf of the
State of South Australia by*



The Honourable Mike Rann MP
Premier of the State of South Australia
February 2010

*Signed for and on behalf of the
State of Tasmania by*

The Honourable David Bartlett MP
Premier of the State of Tasmania
February 2010

*Signed for and on behalf of the Australian
Capital Territory by*

Jon Stanhope MLA
Chief Minister of the Australian Capital Territory
February 2010

*Signed for and on behalf of the Northern
Territory by*

The Honourable Paul Henderson MLA
Chief Minister of the Northern Territory of Australia
February 2010

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of Australia by**

The Honourable Kevin Rudd MP
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October 2009

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State of New South Wales by**

The Honourable Nathan Rees MP
Premier of the State of New South Wales
October 2009

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State of Victoria by**

The Honourable John Brumby MP
Premier of the State of Victoria
October 2009

**Signed for and on behalf of the
State of Queensland by**

The Honourable Anna Bligh MP
Premier of the State of Queensland
October 2009

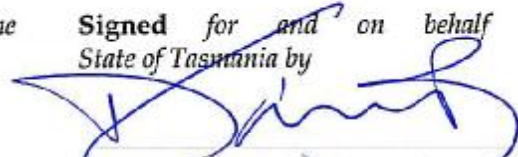
**Signed for and on behalf of the
State of Western Australia by**

The Honourable Colin Barnett MP
Premier of the State of Western Australia
October 2009

**Signed for and on behalf of the
State of South Australia by**

The Honourable Mike Rann MP
Premier of the State of South Australia
October 2009

**Signed for and on behalf of the
State of Tasmania by**



The Honourable David Bartlett MP
Premier of the State of Tasmania
December 2009

**Signed for and on behalf of the Australian
Capital Territory by**

Jon Stanhope MLA
Chief Minister of the Australian Capital Territory
October 2009

**Signed for and on behalf of the Northern
Territory by**

The Honourable Paul Henderson MLA
Chief Minister of the Northern Territory of Australia
October 2009

The Parties have confirmed their commitment to this agreement as follows:

*Signed for and on behalf of the Commonwealth
of Australia by*



The Honourable Kevin Rudd MP
Prime Minister of the Commonwealth of Australia

March 2010

*Signed for and on behalf of the
State of New South Wales by*

The Honourable Kristina Keneally MP
Premier of the State of New South Wales

February 2010

*Signed for and on behalf of the
State of Victoria by*

The Honourable John Brumby MP
Premier of the State of Victoria

October 2009

*Signed for and on behalf of the
State of Queensland by*

The Honourable Anna Bligh MP
Premier of the State of Queensland

March 2010

*Signed for and on behalf of the
State of Western Australia by*

The Honourable Colin Barnett MP
Premier of the State of Western Australia

March 2010

*Signed for and on behalf of the
State of South Australia by*

The Honourable Mike Rann MP
Premier of the State of South Australia

February 2010

*Signed for and on behalf of the
State of Tasmania by*

The Honourable David Bartlett MP
Premier of the State of Tasmania

December 2009

*Signed for and on behalf of the Australian
Capital Territory by*

Jon Stanhope MLA
Chief Minister of the Australian Capital Territory

March 2010

*Signed for and on behalf of the Northern
Territory by*

The Honourable Paul Henderson MLA
Chief Minister of the Northern Territory of Australia

March 2010

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Prime Minister of the Commonwealth of Australia
March 2010

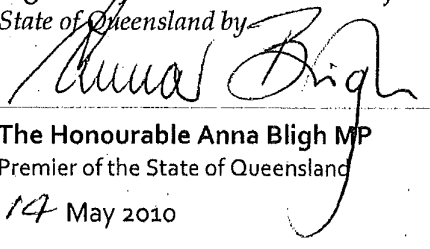
*Signed for and on behalf of the
State of New South Wales by*

*Signed for and on behalf of the
State of Victoria by*

The Honourable Kristina Keneally MP
Premier of the State of New South Wales
February 2010

The Honourable John Brumby MP
Premier of the State of Victoria
December 2009

*Signed for and on behalf of the
State of Queensland by*


The Honourable Anna Bligh MP
Premier of the State of Queensland
14 May 2010

*Signed for and on behalf of the
State of Western Australia by*

The Honourable Colin Barnett MP
Premier of the State of Western Australia
March 2010

*Signed for and on behalf of the
State of South Australia by*

The Honourable Mike Rann MP
Premier of the State of South Australia
February 2010

*Signed for and on behalf of the
State of Tasmania by*

The Honourable David Bartlett MP
Premier of the State of Tasmania
February 2010

*Signed for and on behalf of the Australian
Capital Territory by*

Jon Stanhope MLA
Chief Minister of the Australian Capital Territory
May 2010

*Signed for and on behalf of the Northern
Territory by*

The Honourable Paul Henderson MLA
Chief Minister of the Northern Territory of Australia
May 2010

The Parties have confirmed their commitment to this agreement as follows:

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of Australia by**

The Honourable Kevin Rudd MP
Prime Minister of the Commonwealth of Australia

October 2009

**Signed for and on behalf of the
State of New South Wales by**

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Premier of the State of New South Wales

October 2009

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State of Queensland by**

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October 2009

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State of South Australia by**

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Premier of the State of South Australia

October 2009

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Capital Territory by**

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October 2009

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State of Victoria by**

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Premier of the State of Victoria

October 2009

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State of Western Australia by**



The Honourable Colin Barnett MP
Premier of the State of Western Australia

October 2009

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State of Tasmania by**

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October 2009

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October 2009

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October 2009

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Premier of the State of Victoria

October 2009

*Signed for and on behalf of the
State of Queensland by*

The Honourable Anna Bligh MP
Premier of the State of Queensland

October 2009

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October 2009

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Chief Minister of the
Australian Capital Territory

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