NATIONAL PARTNERSHIP AGREEMENT ON STRONGER FUTURES IN THE NORTHERN TERRITORY

An agreement between
the Commonwealth of Australia and
the Northern Territory

This Agreement will contribute to building stronger futures for Aboriginal peoples in the Northern Territory including closing the gap on Indigenous disadvantage.
National Partnership Agreement on Stronger Futures in the Northern Territory

INTERGOVERNMENTAL AGREEMENT
ON FEDERAL FINANCIAL RELATIONS

PRELIMINARIES

1. This National Partnership agreement (the 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 its Schedules, which provide information in relation to performance reporting and payment arrangements.

2. In entering this Agreement, the Commonwealth of Australia (the Commonwealth) and the Northern Territory recognise they have a mutual interest in providing additional support to improve outcomes in Indigenous health, education, child and family wellbeing, community safety, employment and housing and the need to work together to achieve those outcomes. The Commonwealth has been working with the Northern Territory to jointly strengthen the way we tackle the disadvantage experienced by Aboriginal peoples and communities. Of all states and territories, the Northern Territory has the highest proportion of Aboriginal peoples most of whom live in remote or very remote areas and the widest gap in outcomes between Indigenous and non-Indigenous people. Given the Commonwealth’s existing extensive involvement, the high levels of Indigenous disadvantage and significant funding provided to the Northern Territory, the Commonwealth will continue to play a key role in the Northern Territory.

3. This Agreement will contribute to the seven Council of Australian Governments’ (COAG) Building Blocks that support the reforms aimed at Closing the Gap – Early Childhood, Schooling, Health, Economic Participation, Healthy Homes, Safe Communities, and Governance and Leadership. Funding will support the continuation of service delivery over the ten years of the agreement to expedite the achievement of these reforms in the Northern Territory. These arrangements reflect the primacy of the Northern Territory in delivery of services and the Commonwealth commitment under the National Indigenous Reform Agreement (NIRA) to overcoming Indigenous disadvantage through a long-term, generational commitment that sees major effort directed across the above Building Blocks.

4. This Agreement will be implemented consistently with the objectives and outcomes of all National Agreements and National Partnerships agreed by the Parties. In particular, the Parties are committed to addressing the issue of social inclusion, including responding to Indigenous disadvantage (for example, the reform commitments provided in the NIRA and those commitments are embodied in the objectives and outcomes of this Agreement).

5. Initiatives implemented under this Agreement, in particular, will be informed by the NIRA service delivery principles for programs and services for Indigenous Australians, and be complemented by a coordinated approach between governments and other stakeholders to
build a strong, local Aboriginal workforce and community sector. The NIRA service delivery principles are:

(a) Priority principle: Programs and services should contribute to Closing the Gap by meeting the targets endorsed by COAG while being appropriate to local community needs;

(b) Indigenous engagement principle: Engagement with Indigenous men, women and children and communities should be central to the design and delivery of programs and services;

(c) Sustainability principle: Programs and services should be directed and resourced over an adequate period of time to meet COAG targets;

(d) Access principle: Programs and services should be physically and culturally accessible to Indigenous people recognising the diversity of urban, regional and remote needs;

(e) Integration principle: There should be collaboration between and within governments at all levels, their agencies and funded service providers to effectively coordinate programs and services; and

(f) Accountability principle: Programs and services should have regular and transparent performance monitoring, review and evaluation.

6. This Agreement will promote capacity building that supports Aboriginal peoples and communities in the Northern Territory taking greater personal responsibility for all aspects of their lives. This will be supported by building the capacity of Aboriginal organisations, and encouraging mainstream services to further engage in remote service delivery with increased involvement of Aboriginal Territorians in governance and management structures to ensure appropriate service delivery, and increased local Aboriginal employment in the services sector.

7. Under this Agreement commitments will be enhanced by strong policy collaboration between the Commonwealth and Northern Territory to:

(a) improve local Aboriginal employment as an objective of all programs and services provided to Aboriginal communities in the Northern Territory;

(b) strengthen local and community governance with local people having a clear say about what is happening in their communities;

(c) improve Aboriginal engagement including through the use of interpreter services;

(d) strengthen support for Aboriginal community controlled organisations (including to continue the commitment agreed in the Pathways to Community Control agenda) and non-government sector capacity;

(e) build the capacity of shire councils;

(f) ensure that the benefits of the Alice Springs Transformation Plan are sustained and continue to combat the issues affecting Aboriginal peoples in the town camps and Alice Springs as a whole and that Alice Springs is a safe and vibrant place for residents and visitors; and

(g) continue land tenure reforms that promote economic development, government investment and home ownership.

8. In entering into this Agreement, the Commonwealth and the Northern Territory acknowledge that primary responsibility for services such as education, child protection, and policing rests
with the Northern Territory, however, the extent of Indigenous disadvantage in the Northern Territory requires significant Commonwealth investment in these services.

9. This Agreement will build on investments committed under the Closing the Gap in the Northern Territory National Partnership Agreement which expired on 30 June 2012, with the exception of certain elements, including the Additional Teachers which expires on 31 December 2012. Completion of the initiatives from the Closing the Gap in the Northern Territory National Partnership Agreement will be integrated into this Agreement.

10. The Parties note that the funding being made available by the Commonwealth under this Agreement is complemented by the Commonwealth’s Stronger Futures in the Northern Territory legislation. Both Parties agree to work together to implement the policies and programs that underpin the legislation in a way that contributes to the objectives of this Agreement and particularly contributes to Closing the Gap.

PART 1 — FORMALITIES

Parties to this Agreement

11. This Agreement is between the Commonwealth and the Northern Territory.

Term of the Agreement

12. This Agreement will commence as soon as the Commonwealth and the Northern Territory sign the Agreement and will expire on 30 June 2022, or on completion of the project, including the acceptance of final performance reporting and processing of final payments against project milestones. The Agreement may be terminated earlier or extended as agreed in writing by the Parties.

Objectives

13. The Parties seek to support Aboriginal peoples in the Northern Territory, particularly in remote communities, to live strong, independent lives, where communities, families and children are safe and healthy.

Outcomes

14. This Agreement will facilitate achievement of the following outcomes for Aboriginal peoples in the Northern Territory:

(a) improved health and wellbeing;
(b) improved school readiness, attendance and attainment of students in remote schools;
(c) improved safety of individuals, families and communities with increased capacity for communities to take more responsibility for their safety;
(d) improved wellbeing of children, young people, and families;
(e) improved government engagement, service accessibility and coordination in remote communities;
(f) improved public housing in remote communities;
(g) improved access to municipal and essential services;
(h) more service accessibility and support in Alice Springs; and
(i) improved economic participation, including employment and enterprise development.

**Outputs**

15. The objectives and outcomes of this Agreement will be achieved by:

(a) improving health and wellbeing through:

   (i) a Territory-wide integrated and comprehensive primary health care system;
   
   (ii) continuing to reform the Aboriginal primary health care system;
   
   (iii) a short-term health professional placement program that supports the primary health care sector;
   
   (iv) recruitment of alcohol and other drug workers in primary and other health services;
   
   (v) an integrated oral health program for Aboriginal children across the continuum of care;
   
   (vi) an integrated hearing health program for Aboriginal children across the continuum of care;
   
   (vii) child abuse trauma counselling and support services to Aboriginal children and their families in remote communities; and
   
   (viii) access to high quality and healthy food in remote communities.

(b) improving school readiness, attendance and attainment of students in remote schools, through:

   (i) the provision of additional teachers and engagement officers and a skilled and sustainable Aboriginal and remote education workforce;
   
   (ii) the provision of quality teaching support for literacy and numeracy, English as an additional language, and hearing and other learning difficulties;
   
   (iii) increasing the number of Aboriginal students receiving support through personalised learning plans;
   
   (iv) increasing enrolment and attendance and promoting greater responsibility among parents for ensuring their children go to school;
   
   (v) improved engagement between communities and schools to support children’s education, including through increased community use of school facilities;
   
   (vi) the provision of a policy proposal for a sustainable redesign of the school nutrition program;
   
   (vii) building better pathways to post school options; and
(viii) increased supply of teacher and engagement officer housing.

c) improving the safety of individuals, families and communities through:
   (i) the provision of remote policing services;
   (ii) the provision of specialist unit support;
   (iii) permanent police complexes in remote areas;
   (iv) access to supplementary legal assistance and community night patrols;
   (v) community alcohol management planning;
   (vi) enhanced long term alcohol licensing compliance; and
   (vii) respectful signage.

d) improving the wellbeing of children, young people and families through:
   (i) the provision of integrated and accessible child, youth, family, women and men’s
       support services;
   (ii) the provision of early intervention, prevention and statutory child protection services;
   (iii) the provision of women and children’s safe places; and
   (iv) a skilled and sustainable local Aboriginal human services workforce.

e) improving government engagement, service accessibility and coordination with remote
   communities through:
   (i) the provision of Aboriginal interpreter services;
   (ii) regional and remote engagement;
   (iii) building Aboriginal community controlled organisations and non-government sector
       capacity and sustainability; and
   (iv) coordination of government effort.

f) improving public housing stock in remote communities through:
   (i) upgrading houses, to complement the capital program being rolled out under the
       National Partnership Agreement on Remote Indigenous Housing; and
   (ii) removing dangerous asbestos from communities.

g) improving the delivery of municipal and essential services through:
   (i) the provision of municipal and essential services in outstations, homelands and town
       camps; and
   (ii) engagement with communities on allocation and service delivery issues.

h) more service accessibility and support in Alice Springs through:
   (i) intensive support for tenants to help sustain their tenancies in Alice Springs; and
(ii) the provision of integrated and accessible child, youth, family, women and men’s support services.

(i) improving capacity to participate economically through:

(ii) increased local Aboriginal employment across all levels of the workforce by the expiration of this Agreement;

(ii) increased professionalisation and improved career development for local Aboriginal staff across all Northern Territory service sectors;

(iii) more Aboriginal Territorians in remote areas gaining qualifications; and

(iv) more sustainable Aboriginal enterprises.

PART 3 — ROLES AND RESPONSIBILITIES OF EACH PARTY

16. To realise the objectives and commitments in this Agreement, each Party has specific roles and responsibilities, as outlined below.

Role of the Commonwealth

17. The Commonwealth agrees to be accountable for the following roles and responsibilities:

(a) providing a financial contribution to the Northern Territory to support the implementation of this Agreement;

(b) developing Implementation Plans in partnership with the Northern Territory;

(c) monitoring and assessing performance in the delivery of services, reforms and projects under this Agreement to ensure that outputs are delivered and outcomes are achieved within the agreed timeframe;

(d) delivering on outcomes and outputs assigned to the Commonwealth for implementation;

(e) reporting on the delivery of outcomes and outputs as set out in Part 4 - Performance Monitoring and Reporting for the Stronger Futures package of investment;

(f) evaluating the Stronger Futures package of investment in consultation with the Northern Territory and Indigenous stakeholders representing Aboriginal peoples in the Northern Territory;

(g) working with the Northern Territory to develop housing construction plans;

(h) where applicable, in accordance with the Building and Construction Industry Improvement Act 2005, ensuring that financial contributions to a building project or projects as defined under the Building and Construction Industry (Accreditation Scheme) Regulations 2005, are only made where a builder or builders accredited under the Australian Government Building and Construction Occupational Health and Safety Accreditation Scheme is contracted; and

(i) where applicable, ensuring that compliance with the National Code of Practice for the Construction Industry and the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry is a condition of Australian Government funding.
Role of the Northern Territory

18. The Northern Territory agrees to be accountable for the following roles and responsibilities:

(a) providing a financial and in-kind contribution to support the implementation of this Agreement;

(b) developing Implementation Plans in partnership with the Commonwealth;

(c) monitoring and assessing performance in the delivery of services, reforms and projects under this Agreement to ensure that outputs are delivered and outcomes are achieved within the agreed timeframe;

(d) delivering on outcomes and outputs assigned to the Northern Territory for implementation;

(e) reporting on the delivery of outcomes and outputs as set out in Part 4 - Performance Monitoring and Reporting;

(f) where applicable ensuring that only a builder or builders accredited under the Australian Government Building and Construction Occupational Health and Safety Accreditation Scheme is contracted, and providing the necessary assurances to the Commonwealth;

(g) where applicable ensuring that compliance with the National Code of Practice for the Construction Industry and the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry is made a condition of tender for all contractors and subcontractors who tender for the work, and providing the necessary assurances to the Commonwealth;

(h) contributing to funding for municipal and essential services including to outstations;

(i) maintaining the level of Northern Territory funding provided to services associated with the Implementation Plans over the period of this Agreement;

(j) subject to review of the outcomes under this Agreement, from 2013-14 the Commonwealth and the Northern Territory agree to jointly consider every two years whether the Northern Territory’s fiscal capacity will enable it to negotiate progressive transfer of fiscal responsibility for services over the term of this Agreement, having regard to the level of the Northern Territory’s untied revenues and independent assessments published by the Commonwealth Grants Commission;

(k) taking fiscal responsibility for municipal and essential services in Alice Springs and Darwin town camps from 1 July 2012 and in remaining town camps, detailed in the Municipal and Essential Services Implementation Plan from 1 July 2013;

(l) taking further practical steps through the Shire system to increase community involvement in local government including strengthening local boards and delivery of services; and

(m) developing housing construction plans, coordinating capital planning, access and availability of housing.
Shared roles and responsibilities

19. The Commonwealth and the Northern Territory share the following roles and responsibilities:

(a) participating in consultations as appropriate regarding the implementation of this Agreement;

(b) negotiating new or revised Schedules, including Implementation Plans, to this Agreement;

(c) conducting evaluations and reviews of services and outputs, reflected in public reporting delivered under this Agreement;

(d) strengthening the capacity to deliver services that are the responsibility of each government to remote Aboriginal communities in a coordinated and accountable manner;

(e) improving coordination of Commonwealth and Northern Territory funded services (including increasing transparency and accountability in funding allocation and service delivery);

(f) improving collaboration between the two governments to achieve policy goals associated with this Agreement;

(g) developing a standard policy protocol on the appropriate use of interpreters including guidance on when to use interpreters and how to access Indigenous interpreting and translating services, for use by government agencies and third party service providers, developed in consultation with the Northern Territory Aboriginal Interpreter Service;

(h) supporting voluntary lease negotiations; and

(i) developing and implementing a joint strategy to address the Aboriginal workforce development and retention for outputs in this Agreement.

20. The Parties will meet the requirements of Schedule E, Clause 26 of the Intergovernmental Agreement on Federal Financial Relations, by ensuring that prior agreement is reached on the nature and content of any events, announcements, promotional material or publicity relating to activities under an Implementation Plan, and that the roles of both Parties will be acknowledged and recognised appropriately.

Implementation Plans

21. The Commonwealth and the Northern Territory will agree Implementation Plans for the duration of payments to the Northern Territory (the majority of which will be for ten years) in each of the following areas, that set out the Northern Territory’s strategy for delivering on:

(a) Health (Schedule A);

(b) Schooling (Schedule B);

(c) Community Safety and Justice (including policing) (Schedule C);

(d) Tackling Alcohol Abuse (Schedule D);

(e) Child, Youth, Family and Community Wellbeing (Schedule E);

(f) Housing (Schedule F);

(g) Municipal and Essential Services (Schedule G);
22. In addition there will be a Jobs Schedule (Schedule J) for activity under the Stronger Futures package that is not delivered through payments to the Northern Territory under this Agreement.

23. Reporting requirements will be aligned across Implementation Plans and Schedules.

24. Data required for reporting purposes in Implementation Plans will be aligned where feasible with other agreements to reduce duplication of effort.

25. The Implementation Plans and Schedules will be reviewed in line with the reviews of this Agreement.

26. Arrangements will be put in place to support implementation success across the full range of the Stronger Futures package of measures. An executive group focussed on the overall remote strategy will be established, taking into account the governance arrangements already in place for other Closing the Gap initiatives, including the National Partnership Agreement on Remote Service Delivery and National Partnership Agreement on Remote Indigenous Housing.

27. An engagement framework will be developed with key Aboriginal stakeholders to assist government in effective implementation and ensure oversight of all activity associated with the Stronger Futures package through Implementation Plans and Schedules to this Agreement (including through payments to the Northern Territory and Commonwealth Own-Purpose Expenses).

PART 4 — PERFORMANCE MONITORING AND REPORTING

Performance indicators

28. Achievement of the objectives and outcomes in this Agreement will be informed with reference to the performance indicators as detailed in the agreed Implementation Plans.

Performance benchmarks or milestones

29. The relevant performance benchmarks for payments to the Northern Territory are specified in the Implementation Plans to this Agreement.

Reporting arrangements

30. The Northern Territory will report against the agreed performance indicators and performance benchmarks every six months during the operation of the Agreement, for their respective outputs outlined in the Implementation Plans. Reports are expected by 1 March (covering 1 July to 31 December) and 1 September (covering 1 January to 30 June) each year.

31. The Commonwealth will prepare performance reports for the Commonwealth Own-Purpose Expenses outputs for the Stronger Futures package for the same periods as identified in clause 30.
32. A set of indicators from the reports outlined in clause 30 and 31 will contribute to a government report that will be publicly released by the Commonwealth Minister with responsibility for Indigenous Affairs.

33. The Northern Territory will also prepare a final Program Report within 90 days on the completion of the projects agreed under the National Partnership and/or Implementation Plans. The Program Report will be a stand-alone document that can be used for public information dissemination purposes regarding the Program. The final Program Report will:

(a) describe the conduct, benefits and outcomes of the Program as a whole;

(b) evaluate the Program from the Northern Territory’s perspective, including assessing the extent to which the objective has been achieved against the key performance benchmarks and indicators contained in the National Partnership and/or Implementation Plans over the period of the Program, and explaining why any aspect was not achieved; and

(c) include a discussion of any other matters relating to the project, limited to the minimum necessary for the effective assessment of performance and as agreed between the Commonwealth and the Northern Territory at least 60 days before it is due.

PART 5 — FINANCIAL ARRANGEMENTS

Financial contributions

34. The Commonwealth will provide a total financial contribution to the Northern Territory of $1,428.9 million in respect of this Agreement.

35. The Commonwealth’s funding contribution will not be reduced where the Northern Territory secures funding from other activity partners through innovative and collaborative partnerships.

36. The Commonwealth’s and the Northern Territory’s estimated financial contribution to the operation of this Agreement, including through National Partnership payments to the Northern Territory paid in accordance with Schedule D — Payment Arrangements of the Intergovernmental Agreement on Federal Financial Relations, are shown in Table 1 and as outlined in individual Implementation Plans.
Table 1: Estimated financial contributions

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<tr>
<td>Estimated total budget (1)</td>
<td>33.0</td>
<td>289.0</td>
<td>383.3</td>
<td>388.2</td>
<td>391.6</td>
<td>376.5</td>
<td>378.6</td>
<td>330.7</td>
<td>308.1</td>
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<td>Estimated National Partnership payment (2)</td>
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<td>98.7</td>
<td>197.1</td>
<td>180.1</td>
<td>182.3</td>
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<td>101.2</td>
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<td>Commonwealth own purpose expenses (3)</td>
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<td>176.8</td>
<td>197.0</td>
<td>198.2</td>
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<td>212.7</td>
<td>199.6</td>
<td>200.2</td>
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<td>Payments to Non-Government Schools (4)</td>
<td>-</td>
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<td>6.8</td>
<td>8.5</td>
<td>8.6</td>
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<td>Total Commonwealth contribution (5) = (2) + (3) + (4)</td>
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<td>271.5</td>
<td>380.8</td>
<td>385.7</td>
<td>389.1</td>
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<td>376.2</td>
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<td>305.6</td>
<td>301.1</td>
<td>304.8</td>
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<td>Northern Territory contribution (6) = (1) - (5)</td>
<td>-</td>
<td>17.5</td>
<td>2.5</td>
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<td>40.0</td>
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Note: Commonwealth Own-Purpose Expenses (COPE) includes departmental expenses.

37. The distribution of this maximum funding to the Northern Territory Government along with a summary of the Commonwealth Own-Purpose Expenses is set out in Schedule K.

38. An in-advance payment of $26.9 million was made in 2011-12 to ensure the continuity of service provision and project delivery initiated under the Closing the Gap in the Northern Territory National Partnership Agreement during the negotiation period for this Agreement. Subsequent funding will be tied to achievement against performance benchmarks and milestones agreed in Implementation Plans.

Project management risk

39. Having regard to the agreed estimated costs of projects specified in an Implementation Plan, the Northern Territory will not be required to pay a refund to the Commonwealth if the actual cost of the project is less than the agreed estimated cost of the project. Similarly, the Northern Territory bears all risk should the costs of a project exceed the agreed estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for the Northern Territory to deliver projects cost effectively and efficiently.
PART 6 — GOVERNANCE ARRANGEMENTS

Enforceability of the Agreement

40. The Parties do not intend any of the provisions of this Agreement to be legally enforceable. However, that does not lessen the Parties’ commitment to this Agreement.

Review of the Agreement

41. Both parties will agree the Terms of Reference, design and conduct of Reviews and Evaluations.

42. Stronger Futures package evaluations will be completed in 2016-17 and 2019-2020 prior to the expiry of the Agreement.

43. Reviews of the Agreement will be conducted mid-term in 2017 and no later than twelve months prior to the completion of the Agreement with regard to progress made by the Parties in respect of achieving the agreed outcomes and to provide a robust evidence base for future investments.

44. The reviews will be informed by evaluations of the programs delivered by the Northern Territory and those delivered by the Commonwealth undertaken in the preceding period.

Variation of the Agreement

45. The Agreement may be amended at any time by agreement in writing by both Parties.

46. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying the other Party in writing.

Delegations

47. The relevant Commonwealth Ministers with portfolio responsibility for the Implementation Plans of this Agreement specified in clause 21, are authorised to agree and amend Schedules, including Implementation Plans, to this Agreement and to certify that performance benchmarks specified under this Agreement have been achieved, so that payments may be made to the Northern Territory.

48. The relevant Northern Territory Ministers with responsibility for Implementation Plans specified in clause 21, are authorised to agree and amend Schedules and Implementation Plans to this Agreement.

49. Commonwealth Ministers may delegate the assessment of project-based performance benchmarks or milestones and the authorisation of related project payments to senior Commonwealth officials, having regard to the financial and policy risks associated with those payments.

Dispute resolution

50. Either Party may give notice to the other Party of a dispute under this Agreement.

51. Officials of both Parties will attempt to resolve any dispute in the first instance.

52. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.
53. If a dispute cannot be resolved by the relevant Ministers, it may be referred by a Party to First Ministers for consideration.

Interpretation

54. For the purposes of this Agreement:

(a) ‘Aboriginal Community Controlled Organisations’ means an incorporated Aboriginal organisation governed by an Aboriginal body which is elected by the Aboriginal community;

(b) ‘Homelands/outstations’ means a small remote discrete community of Aboriginal peoples, usually less than 50-100, with a water supply and permanent accommodation, that is reliant on larger communities or hubs for many services such as schools and health centres;

(c) ‘Municipal and Essential Services’ means power, water, sewerage operation and maintenance, road maintenance, waste disposal, landscaping and dust control, dog control, environment health activities, and management of infrastructure;

(d) ‘Shire’ means the local government area for which the council is constituted;

(e) ‘Town Camps’ means communities of mostly Aboriginal peoples situated within or adjacent to an urban area; and

(f) ‘Untied revenues’ means both the Northern Territory Goods and Services Tax (GST) revenue and own source tax revenue.

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

Signed for and on behalf of the Commonwealth of Australia by

[Signature]

The Honourable Julia Gillard MP
Prime Minister of the Commonwealth of Australia

[Day] [Month] [Year]

11 August 2012

Signed for and on behalf of the Northern Territory by

[Signature]

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

[Day] [Month] [Year]
(b) ‘Homelands/outstations’ means a small remote discrete community of Aboriginal peoples, usually less than 50-100, with a water supply and permanent accommodation, that is reliant on larger communities or hubs for many services such as schools and health centres;

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2012