

PROJECT AGREEMENT FOR THE DELIVERY OF RENAL SERVICES TO ABORIGINAL AND TORRES STRAIT ISLANDER PEOPLE IN THE CENTRAL REGION OF THE NORTHERN TERRITORY

Council of
Australian
Governments

An agreement between

- the **Commonwealth of Australia** and
- **The Northern Territory of Australia**

The output of this project will be the delivery of renal services to Aboriginal and Torres Strait Islander people in the central region of the Northern Territory.

Project Agreement for the delivery of renal services to Aboriginal and Torres Strait Islander people in the central region of the Northern Territory

INTERGOVERNMENTAL AGREEMENT ON FEDERAL FINANCIAL RELATIONS

PRELIMINARIES

1. This Project 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 under the Intergovernmental Agreement on Federal Financial Relations.
2. This Agreement will support the delivery of renal services to Aboriginal and Torres Strait Islander people in the central region of the Northern Territory.
3. On-forwarding of funding from the Northern Territory to the Western Desert Nganampa Walytja Palyantjaku Tijutaku (WDNWPT) Aboriginal Corporation is intended to support the strategic direction and policy of the Northern Territory's Renal Service Strategy.
4. This Agreement constitutes the entire agreement for this project.

PART 1 – FORMALITIES

Parties to this Agreement

5. This Agreement is between the Commonwealth of Australia (the Commonwealth) and the Northern Territory of Australia (the Northern Territory).

Term of the Agreement

6. This Agreement will commence as soon as the Commonwealth and the Northern Territory sign the Agreement and will expire on 30 June 2015 or on completion of the project, including acceptance of final performance reporting and processing of final payments against milestones, unless terminated earlier or extended as agreed in writing by the Parties.

PART 2 – PROJECT OUTPUTS

Outputs

7. The outputs of this Agreement will be the delivery of renal services to Aboriginal and Torres Strait Islander people in the central region of the Northern Territory through the delivery of:
 - (a) renal health services and maintenance of increased clinical and management services at Kintore and Alice Springs;

- (b) nurse assisted renal health services, including services provided six days per week, at Yuendumu and Ntaria;
- (c) early detection and reduction of the incidence of renal disease through health education and health promotion activities;
- (d) assistance with transport for "Return to Country" and "Going Home" travel for WDNWPT Aboriginal Corporation renal patients;
- (e) governance support for the WDNWPT Aboriginal Corporation committee; and
- (f) improved training and employment opportunities for Indigenous people within the WDNWPT Aboriginal Corporation.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

Role of the Commonwealth

8. The Commonwealth will be responsible for:
- (a) Monitoring and assessing achievement against milestones in the delivery of the renal services to Aboriginal and Torres Strait Islander people throughout Central Australia under this Agreement to ensure that outputs are delivered within the agreed timeframe;
 - (b) providing a consequent financial contribution to the Northern Territory to support the WDNWPT Aboriginal Corporation deliver the project outputs.

Role of the Northern Territory

9. The Northern Territory will be responsible for:
- (a) on-forwarding the Commonwealth's funding contribution in full to the WDNWPT Aboriginal Corporation provided through this agreement and related schedules, and in accordance with Schedule D — Payment Arrangements outlined in the Intergovernmental Agreement on Federal Financial Relations; and
 - (b) coordinating with the Commonwealth and the WDNWPT Aboriginal Corporation, the execution of this Agreement.

Role of the Western Desert Nganampa Walytja Palyantjaku Tijutaku Aboriginal Corporation

10. The Western Desert Nganampa Walytja Palyantjaku Tijutaku Aboriginal Corporation will be responsible for:
- (a) working with the Northern Territory in ensuring completion of the Project in a timely and professional manner in accordance with this Agreement; and
 - (b) ensuring all conditions including the provision of reports, in accordance with this Agreement, are met and provided to the Commonwealth through the Northern Territory in a timely manner.

Shared roles

11. 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 this Agreement, and that the roles of both Parties will be acknowledged and recognised appropriately.

PART 4 – PROJECT MILESTONES, REPORTING AND PAYMENTS

12. The following table summarises the milestones for the project, their relationship to the outputs, expected completion dates, relevant reporting dates and expected payments to be made, once a report certifying that milestones have been met is received and accepted.

Table 1: Milestones, reporting and payment summary

Output	Milestones	Date due	Reporting Period	Payment
The outputs of this Agreement will be the delivery of renal services to Aboriginal and Torres Strait Islander people in the central region of the Northern Territory.	Acceptance of the 2012 - 2017 WDNWPT Aboriginal Corporation Strategic Plan , and a baseline report, to the satisfaction of the Commonwealth.	1/08/2012	NA	\$0.8m
	Submission of a six month renal services delivery progress report to the satisfaction of the Commonwealth.	01/03/2013	1/07/2012 - 31/12/2012	\$0.8m
	Submission of a six month renal services delivery progress report to the satisfaction of the Commonwealth.	1/09/2013	1/01/2013- 30/06/2013	0.85 m
	Submission of a six month renal services delivery progress report to the satisfaction of the Commonwealth.	01/03/2014	1/07/2013 – 30/12/2013	\$0.85m
	Submission of a six month renal services delivery progress report to the satisfaction of the Commonwealth.	1/09/2014	1/01/2014- 30/06/2014	\$0.75m
	Submission of a six month renal services delivery progress report to the satisfaction of the Commonwealth.	01/03/2015	1/07/2014 – 30/12/2014	\$0.75m
	Submission of a four month renal services delivery progress report to the satisfaction of the Commonwealth.	10/05/2015	1/01/2015- 30/04 /2015	\$0.20m

Reporting arrangements

13. The WDNWPT Aboriginal Corporation will provide performance reports through the Northern Territory to demonstrate its achievement of the Project milestones set out in Table 1. The Northern Territory will ensure the reports adherence to these reporting arrangements prior to forwarding onto the Commonwealth. Each performance report is to contain the following information:
- a description of actual performance of the Project in the period to date against the project milestone;
 - details of any matter(s) that have arisen which could adversely impact on the delivery of the output, and how the States propose to resolve this/these matter(s); and
 - promotional activities undertaken in relation to, and media coverage of, the project during the reporting period and any promotional opportunities expected to arise during the next reporting period.
14. The WDNWPT Aboriginal Corporation will also prepare a final Project Report through the Northern Territory within 90 days of the completion of the project(s) agreed under the Project Agreement. The Project Report will be a stand-alone document that can be used for public information dissemination purposes. The final Project Report will:
- describe the conduct, benefits and outcomes of the Project;
 - evaluate the Project from the responsible Party's perspective, including assessing the extent to which the project milestones have been achieved and why any aspect was not achieved; and
 - include a discussion of any other matters relating to the project, which the Commonwealth notifies the Northern Territory should include in this final Project Report at least 60 days before it is due.

PART 5 – FINANCIAL ARRANGEMENTS

15. The Commonwealth will provide a total financial contribution to the Northern Territory of \$5.0m in respect of this Agreement. All payments are GST exclusive.
16. The Commonwealth's funding contribution will not be reduced where the Northern Territory secures funding from other activity partners through innovative and collaborative partnerships.
17. The Commonwealth's estimated financial contribution to the operation of this Agreement, including through National Partnership payments to the States paid in accordance with Schedule D — Payment Arrangements of the Intergovernmental Agreement on Federal Financial Relations, are shown in Table 1.

Table 2: Estimated financial contributions

(\$ million)	-	-	-	Total
Estimated total budget
Less estimated National Partnership Payments
Balance of non-Commonwealth contributions	0.0	0.0	0.0	0.0

18. Having regard to the agreed estimated costs of projects specified in a Project Agreement, 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

19. 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.

Variation of the Agreement

20. The Agreement may be amended at any time by agreement in writing by the Parties.
21. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying the other Party in writing.

Delegations

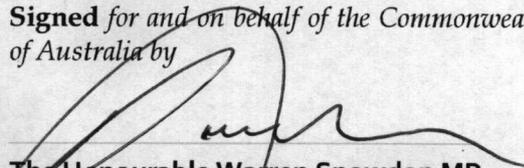
22. The Commonwealth Minister may delegate the assessment of performance against milestones and the authorisation of related project payments to senior Commonwealth officials, having regard to the financial and policy risks associated with those payments.

Dispute resolution

23. A Party may give notice to the other Party of a dispute under this Agreement.
24. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
25. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers and if necessary, the relevant Standing Council.
26. If a dispute cannot be resolved by the relevant Ministers, it may be referred by a Party to COAG for consideration.

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

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



The Honourable Warren Snowdon MP
Minister for Indigenous Health

25 / July / 2012
[Day] [Month] [Year]

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



The Honourable Konstantine Vatskalis
MLA
Minister for Health

[Day] [Month] [Year]

03 AUG 2012