

# NATIONAL PARTNERSHIP FOR REMOTE HOUSING NORTHERN TERRITORY

An agreement between

- the Commonwealth of Australia and
- the Northern Territory

## **Preamble to the Agreement**

*This Agreement aims to improve remote housing by reducing overcrowding for Aboriginal people in 73 remote Northern Territory communities and the 17 Alice Springs town camps.*

*This Agreement embodies the principles of the Council of Australian Governments (COAG) Statement on the Closing the Gap refresh (12 December 2018), to effect "real change by working collaboratively and in genuine, formal partnership with Aboriginal and Torres Strait Islander peoples as they are the essential agents of change."*

*To achieve a genuine and mutually respectful formal partnership between governments and Aboriginal people from the Northern Territory, this Agreement will incorporate Local Decision Making policy to inform housing outcomes at the community level and will include the four NT Land Councils on the Joint Steering Committee (JSC) of the National Partnership Agreement.*

*The Land Councils will participate in decisions of broad policy and strategy for remote housing and will have a monitoring role of this Agreement's investment.*

*As part of this partnership, the Land Councils, consistent with their statutory functions and broad responsibilities for Aboriginal people in their regions under the Aboriginal Land Rights (Northern Territory) Act 1976, will support governments on land related matters necessary for delivery of housing outcomes.*

*To avoid duplication of effort, the Governments agree the primary mechanism for the delivery of the \$550 million Commonwealth investment in remote housing will be through the NT Government's program: 'Our Community, Our Future, Our Homes' including the NT Government's principles of local decision-making and procurement policies.*

*The Governments and Land Councils will undertake a joint review of the leasing model, and through the Local Decision Making process, continue the work towards options for sustainable remote Indigenous community housing models in the NT.*

# National Partnership for Remote Housing Northern Territory

## OVERVIEW

1. This National Partnership (the Agreement) is created subject to the provisions of the Intergovernmental Agreement on Federal Financial Relations (IGA FFR) and should be read in conjunction with the IGA FFR and its Schedules, which provide information in relation to performance reporting and payment arrangements under the IGA FFR.

## Purpose

2. The Agreement will deliver up to \$550 million in Commonwealth funding over five years where that funding is matched by the Northern Territory, bringing the total investment in remote housing for that period to \$1.1 billion.
3. To avoid duplication, it is optimal that the joint investment leverages a shared delivery, reporting and governance framework developed through this Agreement.
4. The Agreement covers 73 remote communities and the 17 Alice Springs Town Camps (the 'footprint'), as set out in Schedule C.
5. In entering into this Agreement, the Commonwealth and the Northern Territory recognise they have a mutual interest in working together with Aboriginal people to improve health and physical outcomes through increasing the supply and standard of remote housing. This will be achieved by:
  - (a) reducing overcrowding;
  - (b) ensuring a role for the Land Councils in this Agreement's governance;
  - (c) providing transparency about how money is spent; and
  - (d) ensuring, to the maximum extent possible, works are delivered by local Indigenous Territorians and businesses.
6. The Agreement supports the outcomes of the National Housing and Homelessness Agreement and the National Indigenous Reform Agreement and builds on the outcomes of the previous National Partnership on Remote Housing.
7. The Agreement embodies the principles of the Council of Australian Governments (COAG) Statement on the Closing the Gap refresh (12 December 2018), to effect "real change by working collaboratively and in genuine, formal partnership with Aboriginal and Torres Strait Islander peoples as they are the essential agents of change."

## Reporting Arrangements

8. The Northern Territory will report against the agreed performance indicators and milestones outlined in the Implementation Plan during the operation of the Agreement, as set out on Part 4 – Performance Monitoring and Reporting.

## Financial Arrangements

9. Under this Agreement, the Commonwealth will provide an estimated total financial contribution to the Northern Territory of \$550 million (GST exclusive), as set out in Part 5 – Financial Arrangements.
10. The Northern Territory has committed \$550 million over the same timeframe as set out in Part 5 – Financial Arrangements as part of the Northern Territory's *Our Community, Our Future, Our Homes* program.

## PART 1 – FORMALITIES

### Parties to this Agreement

11. This Agreement is between the Commonwealth of Australia (the Commonwealth) and the Northern Territory (collectively the Parties).

### Term of the Agreement

12. This Agreement will expire on 30 June 2023, or on completion of the project, including final performance reporting and processing of final payments against performance benchmarks or project milestones.
13. The Agreement may be terminated earlier or extended as agreed in writing by representatives of the Parties.
14. The Agreement will be governed by a Joint Steering Committee.

## PART 2 – OBJECTIVES, OUTCOMES AND OUTPUTS

### Objectives

15. The objective of this Agreement is to improve housing conditions and reduce overcrowding in remote communities in the Northern Territory.

### Outcomes

16. This Agreement will facilitate achievement of the following outcomes:
  - (a) reducing overcrowding;
  - (b) ensuring a role for the Land Councils in this Agreement's governance;
  - (c) providing transparency about how money is spent; and
  - (d) ensuring, to the maximum extent possible, works are delivered by local Indigenous Territorians and businesses.

## Outputs

17. The objectives and outcomes of this Agreement will be achieved through:
  - (a) construction of additional and replacement houses and extensions informed by Local Decision Making to reduce overcrowding including via improving housing quality – with a minimum total output of 1950 bedrooms providing an equivalent impact of 650 three bedroom houses;
  - (b) implementation of an agreed employment and procurement framework to maximise local Aboriginal jobs and business outcomes; and
  - (c) implementation of an agreed reporting framework for all investment and outcomes.

## PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

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

### Role of the Commonwealth

19. The Commonwealth agrees to be responsible for:
  - (a) providing a financial contribution to the Northern Territory to support the implementation of this Agreement, as set out in Part 5 – Financial Arrangements;
  - (b) monitoring and assessing the performance of the delivery of the agreed program of works under this Agreement to ensure outputs are delivered and outcomes are achieved within the agreed timeframe;
  - (c) in accordance with the *Building and Construction Industry (Improving Productivity) Act 2016*, ensuring Commonwealth financial contributions to a building project or projects as defined under the Fair Work (Building Industry - Accreditation Scheme) Regulation 2016, are only made where a builder or builders accredited under the Australian Government Work Health and Safety Accreditation Scheme and/or the Northern Territory equivalent legislation is contracted; and
  - (d) ensuring compliance with the Building Code 2016 is a condition of Commonwealth funding.

### Role of the Northern Territory

20. The Northern Territory agrees to be responsible for:
  - (a) developing community level programs of works informed by the principles of the Northern Territory Government's *Our Community, Our Future, Our Homes* program and its Remote Housing Needs Assessment model and confirmed through Local Decision Making;
  - (b) delivering the agreed outputs;
  - (c) providing a financial contribution to support this Agreement, as set out in Part 5 – Financial Arrangements;
  - (d) reporting on the delivery of outcomes and outputs and making information publicly available as set out in the Implementation Plan;

- (e) holding leasing or subleasing arrangements for all Commonwealth housing leases within the agreed footprint for the duration of the Agreement;
- (f) ensuring only a builder or builders accredited under the Australian Government Work Health and Safety Accreditation Scheme or the equivalent Northern Territory Government legislation is contracted, and providing the necessary assurances to the Commonwealth including requiring compliance with the National Indigenous Housing Guide; and
- (g) ensuring compliance with the Building Code 2016 is made a condition of tender for all contractors and subcontractors who tender for the work and for all contractors and subcontractors who are contracted to undertake building projects, providing the necessary assurances to the Commonwealth.

## Shared roles and responsibilities

21. The Commonwealth and the Northern Territory agree to be responsible for:
  - (a) monitoring this Agreement, together with Land Councils, through the Joint Steering Committee as set out in Part 6 – Governance Arrangements and in the Terms of Reference at Schedule B;
  - (b) undertaking a joint review, with the Land Councils, of the leasing model and through the Local Decision Making process, continue the work towards options for sustainable remote Indigenous community housing model in the NT;
  - (c) undertaking a joint review, with the Land Councils, of the land servicing costs and availability associated with the joint investment during the term of this Agreement
  - (d) negotiating Schedules, including Implementation Plan, to this Agreement; and
  - (e) conducting evaluations and reviews of services and outcomes delivered under this Agreement and previous partnership agreements in remote housing.
22. The Parties will meet the requirements of Schedule E, Clause 26 of the IGA FFR, by ensuring prior agreement is reached on the nature and content of any events, announcements, promotional material or publicity relating to activities under this Agreement, and the roles of both Parties will be acknowledged and recognised appropriately.

## Implementation Plan

23. The Commonwealth and the Northern Territory will agree an Implementation Plan that sets out the strategy for delivering on outputs, including financial payment arrangements to be made under the Agreement.

## PART 4 – PERFORMANCE MONITORING AND REPORTING

### Performance indicators and benchmarks

24. Achievement of the objectives and outcomes in this Agreement will be informed with reference to the performance indicators as agreed in the Implementation Plan at Schedule A.

### Reporting arrangements

25. The Commonwealth will monitor the overall implementation of the Agreement, including the Implementation Plan.

26. The Northern Territory will report the minimum required during the operation of the Agreement, to demonstrate that outcomes are being delivered in line with the agreed frameworks, milestones have been met and that Commonwealth funding has been matched. Reporting dates will be outlined in the Implementation Plan at Schedule A and will include details on;
  - (a) proposed program of works to reduce overcrowding and improve housing quality;
  - (b) delivery of property tenancy management services;
  - (c) Local Decision Making;
  - (d) allocation and expenditure; and
  - (e) employment and procurement frameworks to maximise Aboriginal jobs and business.
27. If the Northern Territory becomes aware it is at risk of not meeting a reporting requirement by the reporting date, it will advise the Commonwealth as soon as possible.
28. The Commonwealth may report publicly on the delivery of outputs, expenditure and the achievement of outcomes over the life of the Agreement to provide the public and the parliament with information about the progress of the Agreement.

## PART 5 – FINANCIAL ARRANGEMENTS

### Financial contributions

29. The Commonwealth will provide an estimated total financial contribution to the Northern Territory of up to \$550 million in respect of this Agreement. All payments are exclusive of GST.
30. The Northern Territory has committed to making a co-contribution of \$550 million over the same timeframe. The Northern Territory's funding over five years is part of the Northern Territory's long term funding commitment for remote housing under its *Our Community, Our Future, Our Homes* program.
31. As soon as practicable, after execution of this agreement, the Commonwealth agrees to pay \$35 million for property and tenancy management on confirmation that the Northern Territory has and will continue to undertake services for the 2018-19 financial year in the eligible communities within the footprint.
32. If the Northern Territory does not at least match the Commonwealth's full funding commitment of \$550 million over five years, the Commonwealth may reduce its funding to match the Northern Territory's contribution or withhold payments until matching requirements are met.
33. The Commonwealth's funding contribution will not be reduced where the Northern Territory secures funding from other activity partners.
34. Where a Progress Report demonstrates the Northern Territory has met an agreed payment milestone before its due date, the Commonwealth may make the associated payment earlier than scheduled provided it falls within the same financial year as the original due date.

35. The Commonwealth's and the Northern Territory's estimated financial contributions 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 IGA FFR, will be shown in the Implementation Plan.
36. Having regard to the agreed estimated costs of projects or reforms under this Agreement, the Northern Territory will not be required to pay a refund to the Commonwealth if the actual cost is less than the agreed estimated cost of projects or reforms under this Agreement. Similarly, the Northern Territory bears all risk should the costs exceed the agreed costs. The Parties acknowledge this arrangement provides the maximum incentive for the Northern Territory to deliver projects and reforms cost effectively and efficiently.

## **PART 6 – GOVERNANCE ARRANGEMENTS**

### **Role of the Joint Steering Committee**

37. The Parties agree to establish the Joint Steering Committee with representatives from the Commonwealth, the Northern Territory and the Northern Territory Land Councils. The Parties are committed to working together in a collaborative way to help deliver the best outcomes for Indigenous people in remote communities.
38. The Joint Steering Committee will be the main forum monitoring the delivery of the Agreement's outcomes.
39. The Land Councils will participate in decisions of broad policy and strategy for remote housing and will have a monitoring role of this agreement's investment. Land Councils, consistent with their responsibilities under the *Aboriginal Land Rights (Northern Territory) Act 1976*, will work with Northern Territory on land related matters necessary for delivery of housing outcomes. This will include providing reports to Joint Steering Committee. To facilitate these roles transparency will be required of the Joint Steering Committee.
40. The role of Land Councils will not be funded through this Agreement. Land Councils will be adequately resourced for their role, including their support for housing and land access arrangements, through section 64 (1) of the *Aboriginal Land Rights (Northern Territory) Act 1976*.
41. The Parties agree to develop a Schedule to the Agreement that provides the Terms of Reference of the Joint Steering Committee within three months of execution of this Agreement. The Terms of Reference of the Joint Steering Committee would also articulate the relationships, roles and responsibilities of the Land Councils in this Agreement.
42. Schedule D of this Agreement, sets out the Land Council's acknowledgement of this Agreement.

### **Enforceability of the Agreement**

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

### **Review of the Agreement**

44. In accordance with clause E23 of the IGA FFR, this Agreement is time limited. To assess the degree to which the agreed objectives and outcomes and/or outputs have been achieved, and inform decisions regarding the appropriate treatment following its expiry, an independent

review of the Agreement will be scheduled to be completed and published approximately 12 months prior to its expiry.

## Variation of the Agreement

45. The Agreement may be amended at any time by agreement in writing by both Parties following advice from the Joint Steering Committee.
46. The Parties acknowledge that the delivery of services and capital works in remote areas is susceptible to events beyond the control of the Parties, including but not limited to availability of serviced land, infrastructure, disruptive weather conditions such as cyclones and floods, significant population movements, or the significant breakdown in cultural and community functioning. Provided the Parties have taken all reasonable precautions and care to avoid the effect of the circumstances on their ability to perform their obligations and to mitigate the consequences, such events may be cause for a variation to the Agreement or its schedules, in accordance with clause 45.
47. Following consultation with the Joint Steering Committee and seeking to resolve any dispute, a Party to the Agreement may terminate their participation in the Agreement by notifying the other Party in writing.

## Delegations

48. The relevant Commonwealth Minister with portfolio responsibility for Aboriginal housing is authorised to agree and amend Schedules, including the Implementation Plan, to this Agreement and to certify that performance benchmarks and milestones specified under this Agreement have been achieved, so payments may be made.
49. The relevant Northern Territory Minister with portfolio responsibility for Aboriginal housing is authorised to agree and amend Schedules, including the Implementation Plan, to this Agreement.
50. The Commonwealth Minister 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

51. A Party may give notice to the other Party of a dispute under this Agreement.
52. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
53. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.

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

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

A handwritten signature in blue ink, appearing to read 'Scott Morrison', written over a horizontal line.

**The Honourable Scott Morrison MP**  
Prime Minister of the Commonwealth of Australia

30 March 2019

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

A handwritten signature in blue ink, appearing to read 'Michael', written over a horizontal line.

**The Honourable Michael Gunner MLA**  
Chief Minister of the Northern Territory of Australia

30 March 2019

## **ATTACHMENTS**

Schedule A NPA Implementation Plan.

Schedule B Draft Joint Steering Committee Terms of Reference (to be agreed by the JSC within three months of commencement of the Agreement)

Schedule C Definitions

Schedule D Acknowledgement of this Agreement by NT Land Council

# Northern Territory Implementation Plan

## NATIONAL PARTNERSHIP FOR REMOTE HOUSING NORTHERN TERRITORY

### PART 1: PRELIMINARIES

- A1. This Implementation Plan is a schedule to the National Partnership for Remote Housing Northern Territory (the Agreement) and should be read in conjunction with that Agreement.
- A2. The Agreement aims to improve remote housing outcomes by:
- (a) reducing overcrowding;
  - (b) ensuring a role for the Land Councils in this Agreement's governance;
  - (c) providing transparency about how money is spent; and
  - (d) ensuring, to the maximum extent possible, works are delivered by local Indigenous Territorians and businesses.

### PART 2: TERMS OF THIS IMPLEMENTATION PLAN

- A3. This Implementation Plan will commence on execution of the Agreement.
- A4. The purpose of this Implementation Plan is to provide the details of how the Agreement is intended to be delivered, including performance benchmarks and milestones, associated payments and other relevant information in accordance with the Agreement.
- A5. This Implementation Plan will cease on completion or termination of the National Partnership, including final performance reporting and processing of final payments against performance benchmarks or milestones.
- A6. This Implementation Plan may be varied by written agreement between the Commonwealth and Northern Territory Ministers with responsibility for it under the overarching National Partnership. Any variations to the Implementation Plan will be discussed with the Joint Steering Committee before such agreement is entered into.
- A7. The Parties to this Implementation Plan do not intend any of the provisions to be legally enforceable. However, that does not lessen the Parties' commitment to the Plan and its full implementation.

## PART 3: STRATEGY FOR NORTHERN TERRITORY IMPLEMENTATION

### Project information

A8. The project elements are as follows:

- (a) capital works to reduce overcrowding including improving housing quality as described in the Capital Works Plans;
- (b) property and tenancy management, as outlined in the Property and Tenancy Management Framework and Property and Tenancy Management Measures;
- (c) Aboriginal employment and Aboriginal business participation in the delivery of capital works, as outlined in the Procurement Framework;
- (d) transparency of investment and outcomes, as outlined in the Reporting Framework; and
- (e) local decision making as outlined in the Local Decision Making Framework.

### Estimated costs

A9. The maximum financial contribution to be provided by the Commonwealth for the project to the jurisdiction is \$550 million, payable in accordance with milestones and performance benchmarks set out in Part 4. All payments are exclusive of GST.

A10. The overall indicative budget (exclusive of GST) is set out in Table A1. The Commonwealth contribution can only be moved between years with the agreement of the Commonwealth.

A11. Commonwealth funding will be provided on the condition the Northern Territory matches the Commonwealth's total commitment of \$550 million over the life of this Agreement. The Northern Territory retains the flexibility to move its own funds between components and/or years, as long as the overall amount of funding does not decrease over the life of the agreement.

A12. Over the life of this Agreement 1,950 bedrooms are to be built.

- a. Bi-annual milestone payments are to be developed using the annual Capital Works Plans, developed by the Northern Territory and approved by the Joint Steering Committee.
- b. Bi-annual milestone payments will be developed using an allocation of \$173,077 per planned bedroom and outlined in Table A3. The allocation is the capital works allocation outlined on Table A1, evenly distributed over 1,950 bedrooms.
- c. Over the life of this Agreement, annual Capital Works Plans will be used to review and develop bi-annual milestone payments.
- d. Final copies of the annual Capital Works Plans will be tabled at the Joint Steering Committee and provided to the Commonwealth.

A13. Payments will be made on agreed delivery of property and tenancy management as outlined in the Property and Tenancy Framework and the Property and Tenancy Management Measures.

A14. Final copies of the annual Property and Tenancy Plan Measures will be tabled at the Joint Steering Committee and are to be provided to the Commonwealth.

**Table A1: Estimated financial contributions**

(\$ million)	2018-19	2019-20	2020-21	2021-22	2022-23	Total
Total estimated budget	-	-	-	-	-	550.00
Capital works	67.5	67.5	67.5	67.5	67.5	337.5
Property and tenancy management	35.0	35.0	35.0	35.0	35.0	175.0
Employment	7.5	7.5	7.5	7.5	7.5	37.5
<b>Total Commonwealth contribution</b>	-	-	-	-	-	550.00
Northern Territory contribution <sup>(a)</sup>	-	-	-	-	-	550.00

## Northern Territory Context

A15. In developing this Implementation Plan, consideration has been given to the key factors that have influenced the proposed direction which are listed below:

- (a) commencement of the Northern Territory's \$1.1 billion investment for remote Indigenous Housing under *Our Communities, Our Future, Our Homes* program from 2017-18 over ten years;
- (b) the 2008-2018 National Partnership on Remote Housing (NPRH);
- (c) a commitment by the Northern Territory to match the Commonwealth investment over five years;
- (d) the limitations of existing serviced land and infrastructure and the additional Northern Territory Planned investment of \$426 million over ten years for housing related infrastructure;
- (e) the Commonwealth's Review of Remote Housing 2016;
- (f) the overcrowding statistics for the Northern Territory as outlined in the data collected during the Australian Bureau of Statistics 2016 Census;
- (g) the Northern Territory's Local Decision Making process and the Multi Agency Partnership Agreements and the Northern Territory Government Procurement Policies including the work underway in the development of the Northern Territory's Aboriginal Contracting Framework;
- (h) procurement requirements as outlined under the Commonwealth's Indigenous Procurement Policy;
- (i) the 2018 to 2021 Northern Territory and Commonwealth Government investment in Borroloola town camps; and
- (j) the Northern Territory holds all housing sub-lease or lease arrangements within the footprint until 2023.

## PART 4: PERFORMANCE AND REPORTING ARRANGEMENTS

### Performance Benchmarks and Milestones

- A16. To qualify for the associated payment, the Northern Territory must meet the milestones and performance benchmarks outlined in this Implementation Plan.
- A17. The Commonwealth will consider the recommendation of the Joint Steering Committee and the reporting information provided by the Northern Territory.

### Reporting

- A18. The Northern Territory will report as per the Reporting Framework approved by the Joint Steering Committee. The Reporting Framework will provide requirements as to how reporting is to be:
- (a) collected and presented to assist the assessment of milestones being reached;
  - (b) verified using a compliance regime;
  - (c) applied to evaluations of the Agreement; and
  - (d) made available to the public.

## PART 5: CAPITAL WORKS

- A19. The total capital works to be completed will create an impact on overcrowding including improving housing quality, equivalent to 650 three bedrooms through either additional or replacement houses or new extensions to existing houses over the life of the Agreement. In total, this means the creation of an additional 1,950 bedrooms, with an appropriate split between extensions of existing houses and new houses to be determined by Joint Steering Committee.
- A20. Capital works will deliver Aboriginal employment and business outcomes as per the Employment and Procurement Framework and employment targets outlined in A37.
- A21. The Joint Steering Committee will annually approve Capital Works Plan to address overcrowding including improving housing quality. At a minimum, the Plan will cover the following matters by location:
- (a) scope of capital works to be completed in the period;
  - (b) schedule of delivery;
  - (c) anticipated impact on overcrowding;
  - (d) accompanying infrastructure works;
  - (e) estimated cost of each project;
  - (f) Aboriginal employment and business participation; and
  - (g) engagement of Local Decision Making.

- A22. The Capital Works Plan will be developed using the principles of the Northern Territory Government's Our Communities, Our Future, Our Homes program which at a minimum will be;
- (a) informed by the Northern Territory Government's Remote Housing Needs and Assessment model and Local Decision Making principles; and
  - (b) in line with the Procurement Framework, which provides requirements for Aboriginal employment and how businesses are engaged;
- A23. The approved annual Capital Works Plans will be provided to the Commonwealth.
- A24. Annual Capital Works Plans will be used to develop milestone payments outlined in Table A3.
- A25. The Joint Steering Committee will review the achievement of milestones outlined in Table A3.
- A26. Payments will be made for the achievement of capital works outputs delivered as outlined under the Capitals Works Plan in accordance with clause A16. Payments will be calculated up to the maximum amount claimable for the year. Over or under achievement of outputs can affect annual allocations and the Commonwealth contribution can only be moved between years in accordance with clause A10.
- A27. The completion of bedrooms and engagement of Aboriginal employees to achieve a milestone payment are to be presented as per the Reporting Framework. Works are to be compliant with Local Decision Making and the Employment and Procurement Framework.
- A28. The Commonwealth members of the Joint Steering Committee will make recommendations regarding achievement of milestone payments to the Commonwealth Minister with responsibility for Aboriginal Housing.

**Table A3: Capital works**

Milestones	Due date	Payment \$
Joint Steering Committee approval and Employment and Procurement Framework	30 June 19	Nil
Joint Steering Committee approval of Capital Works Plans for 2019-20 financial year	1 July 19	An upfront payment equal to 30 per cent of the costs required for planned number of bedrooms to be delivered in the agreed 2019-20 Capital Works Plan with a unit cost of \$173,077 per planned bedroom, with the total of the 1 July 19, 1 Oct 19 and 1 Jun 20 milestone payments not to exceed \$67.5m.
Joint Steering Committee approval of Capital Works Plans for upcoming financial year	31 May 19	
	31 May 20	Nil
	31 May 21	Nil
	31 May 22	Nil

		Nil
Achievement of capital works between 1 July 2019 and 30 September 2019 outlined in Capital Works Plan for the period 1 July 2019 – 31 December 2019	1 Oct 19	\$173,077 per completed bedroom achieved up to a maximum of \$33.75 million, less the amount of the 1 July 19 milestone payment. Note over achievement can be considered as per A26.
Achievement of additional capital works between 1 October 2019 and 31 May 2020, outlined in Capital Works Plans for the periods 1 July 2019 – 31 December 2020 and 1 January 2020 – 30 June 2020 beyond the 1 July 2019 upfront payment for 130 bedrooms in 2019-20.	1 Jun 20	\$173,077 per completed bedroom achieved for the period 1 July 2019 – 31 May 2020, less the amount of the 1 July 19 and 1 Oct 19 milestone payments, with the total of the 1 July 19, 1 Oct 19 and 1 Jun 20 milestone payments not to exceed \$67.5m. Note over achievement can be considered as per A26.
Achievement of capital works between 1 June 2020 and 30 September 2020 outlined in Capital Works Plans for the periods 1 January 2020 – 30 June 2020 and 1 July 2020 – 31 December 2020	1 Oct 20	\$173,077 per completed bedroom achieved as outlined in the Capital Works Plan for the period between 1 June 2020 and 30 September 2020 up to a maximum of \$33.75 million. Note over achievement can be considered as per A26.
Achievement of capital works between 1 October 2020 and 31 May 2021 outlined in Capital Works Plans for the periods 1 July 2020 – 31 December 2020 and 1 January 2021 – 30 June 2021	1 Jun 21	\$173,077 per completed bedroom achieved as outlined in the Capital Works Plan for the period 1 October 2020 and 31 May 2021 up to a maximum of \$33.75 million. Note over achievement can be considered as per A26.
Achievement of capital works between 1 June 2021 and 30 September 2021 outlined in Capital Works Plans for the periods 1 January 2021 – 30 June 2021 and 1 July 2021 – 31 December 2021	1 Oct 21	\$173,077 per completed bedroom achieved as outlined in the Capital Works Plan for the period 1 June 2021 and 30 September 2021 up to a maximum of \$33.75 million. Note over achievement can be considered as per A26.
Achievement of capital works between 1 October 2021 and 31 May 2022 outlined in Capital Works Plans for the periods 1 July 2021 – 31 December 2021 and 1 January 2022 – 30 June 2022	1 Jun 22	\$173,077 per completed bedroom achieved as outlined in the Capital Works Plan for the period between 1 October 2021 and 31 May 2022 up to a maximum of \$33.75 million. Note over achievement can be considered as per A26.
Achievement of capital works between 1 June 2022 and 30 September 2022 outlined in Capital Works Plans for the	1 Oct 22	\$173,077 per completed bedroom achieved as outlined in the Capital Works Plan for the period between 1 June 2022 and 30 September 2022 up

periods 1 January 2022 – 30 June 2022 and 1 July 2022 – 31 December 2022		to a maximum of \$33.75 million. Note over achievement can be considered as per A26.
Achievement of capital works between 1 October 2022 and 31 May 2023 outlined in Capital Works Plans for the periods 1 July 2022 – 31 December 2022 and 1 January 2023 – 30 June 2023	1 Jun 23	\$173,077 per completed bedroom achieved as outlined in the Capital Works Plan for the period 1 October 2022 and 31 May 2023 o up to a maximum of \$33.75 million. Note over achievement can be considered as per A26.

## PART 6: PROPERTY AND TENANCY MANAGEMENT

A29. To support the implementation of property and tenancy management the Joint Steering Committee will approve;

- (a) The Property and Tenancy Management Framework; and
- (b) Property and Tenancy Management Measures.

A30. Payments will be made against the achievement of milestones outlined in Table A4.

A31. The approved annual Property and Tenancy Management Measures will be provided to the Commonwealth.

A32. The Commonwealth and Northern Territory Government members of the Joint Steering Committee will review the achievement of milestones outlined in Table A4.

A33. The full annual payment of \$35 million for 2018-19 will be paid on confirmation the Northern Territory has and will continue to undertake property and tenancy management services for the financial year in eligible communities within the footprint and will not be subject to the employment targets outlined in A37.

A34. Property and Tenancy Management payments from 2019-2020 to the end of the agreement will be made according to the outputs delivered under the Property and Tenancy Management Measures and employment targets outlined in A37. Payments will be calculated up to the maximum amount claimable for the year. Proportional payments can affect annual allocations and the Commonwealth contribution can only be moved between years in accordance with clause A10.

A35. Outputs to achieve a milestone payment against the Property and Tenancy Management Measures are to be presented as per the Reporting Framework. The Commonwealth and Northern Territory Government members of the Joint Steering Committee will make recommendations regarding achievement of milestone payments to the Commonwealth Minister with responsibility for Aboriginal Housing.

**Table A4: Property and tenancy management**

Milestones	Due date	Payment (\$ million)
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Approval of Property and Tenancy Management Framework.	30 June 19	Nil
Joint Steering Committee approval of Property and Tenancy Management Measures.	31 June 19	Nil
	31 May 20	Nil
	31 May 21	Nil
	31 May 22	Nil
4 year Property and Tenancy Management Contracts in place in accordance with the relevant frameworks and Measures	30 Sept 19	Nil
Achievement of the Property and Tenancy Management Measures for the period of 1 July 2019 to 31 October 2019	1 Nov 19	\$17.500
Achievement of the Property and Tenancy Management Measures for the period 1 November 2019 to 31 May 2020	1 June 19	\$17.50
Achievement of the Property and Tenancy Management Measures for the period of 1 May 2020 to 31 October 2020	1 Nov 2020	\$17.500
Achievement of the Property and Tenancy Management Measures for the period 1 November 2020 to 31 May 2021	1 June 20	\$17.50

Achievement of the Property and Tenancy Management Measures for the period of 1 May 2021 to 31 October 2021	1 Nov 2021	\$17.50
Achievement of the Property and Tenancy Management Measures for the period 1 November 2020 to 31 May 2022	1 June 21	\$17.50
Achievement of the Property and Tenancy Management Measures for the period of 1 May 2022 to 31 October 2022	1 Nov 2022	\$17.50
Achievement of the Property and Tenancy Management Measures for the period 1 November 2020 to 31 May 2023	1 June 23	\$17.50

## PART 7: ABORIGINAL EMPLOYMENT

A36. The engagement and development of Aboriginal employees in the delivery of housing works and services is a priority of this Agreement. Capital works and property and tenancy management will be guided by the Employment and Procurement Framework.

A37. The Employment and Procurement Framework, will be approved by the Joint Steering Committee and will outline how an annual minimum Aboriginal full-time equivalent annual rate of Aboriginal employment of 40 per cent of the workforce involved in capital works and property and tenancy management in 2019-2020, followed by increases of 2 per cent per financial year for the remainder of this Agreement.

A38. Annual milestone payments have developed to provide \$7.5 million of support the Northern Territory to deliver the employment targets through capital works.

A39. Property and tenancy management are to be delivered as per the annual employment target outlined in A37.

**Table A5: Capital works employment**

Milestones	Due date	Payment (\$ million)
Achievement of the employment target outlined in A37 for 2018-19.	31 Mar 19	\$7.50
Achievement of the employment target outlined in A37 for 2019-20.	30 May 20	\$7.50

Achievement of the employment target outlined in A37 for 2020-21.	30 May 21	\$7.50
Achievement of the employment target outlined in A37 for 2021-22.	30 May 22	\$7.50
Achievement of the employment target outlined in A37 for 2022-23.	30 May 23	\$7.50

# Definitions

## NATIONAL PARTNERSHIP ON REMOTE HOUSING NORTHERN TERRITORY

### PRELIMINARIES

- C1. This is a Schedule to the National Partnership on Remote Housing Northern Territory (the Agreement) and should be read in conjunction with that Agreement.
- C2. The purpose of this Schedule is to provide further information about definitions used in this Agreement.

### INTERPRETATION

- C3. For the purpose of this Agreement:

- (a) **'Aboriginal business'** means:

- i. an organisation that is 50 per cent or more Aboriginal owned or controlled that is operating as a business, including companies, incorporated associations, trusts and social enterprises or registered charities if they are operating a business; or
- ii. another form of Aboriginal organisation as agreed by the Joint Steering Committee;

- (b) **'additional houses'** means a new build that will increase the housing stock;

- (c) **'Capital Works Plan'** means the Plan, developed by the Northern Territory, informed by the Remote Housing Needs Assessment Model, agreed to by the Commonwealth and Northern Territory Government members of the Joint Steering Committee, outlining the capital works program and milestone targets for each financial year. At a minimum, the Plan will cover the following matters by location:

- (a) scope of capital works to be completed in the period;
- (b) schedule of delivery;
- (c) anticipated reduction in overcrowding;
- (d) accompanying infrastructure works;
- (e) estimated cost of each project;
- (f) Aboriginal employment and business participation; and
- (g) engagement of Local Decision Making.

- (d) **'complete'** means a new builds (additional or replacement) or extensions that have been completed and the dwelling is at a standard complying with the relevant State residential tenancy legislation and the house is functional and safe for occupation;

- (e) **'eligible community'** means a community where the Northern Territory Government has authority to enter into Tenancy Agreements with the residents;
- (f) **'footprint'** means 73 communities, consisting of 72 remote communities provided with essential services by the Northern Territory and the community of Mutitjulu, and the 17 Alice Springs town camps unless otherwise agreed by the Parties;
- (g) **'Joint Steering Committee'** means the committee as comprised of representatives from the Parties to this Agreement (Commonwealth and Northern Territory), and non-parties (Land Councils);
- (h) **'Land Councils'** means the four Northern Territory Land Councils, the Northern Land Council, the Central Land Council, the Anindilyakwa Land Council and the Tiwi Land Council;
- (i) **'Local Decision Making'** means the Northern Territory and Aboriginal communities working together on policies and practices to enable service delivery including housing;
- (j) **'Employment and Procurement Framework'** means the framework developed by the Northern Territory, and approved by the Joint Steering Committee, outlining requirements for Aboriginal employment and Aboriginal business participation in the Agreement;
- (k) **'property and tenancy management'** means the delivery of property and tenancy management services in line with standards outlined in the Residential Tenancies Act;
- (l) **'Property and Tenancy Management Framework'** means a framework developed by the Northern Territory, and approved by the Joint Steering Committee, that provides requirements as to how property and tenancy management is to be delivered;
- (m) **'Property and Tenancy Management Measures'** means performance measures agreed to by the Joint Steering Committee, outlining the property and tenancy management requirements and milestone targets for each financial year, including:
  - a. services to be provided;
  - b. coverage of services;
  - c. estimated cost of services;
  - d. Aboriginal employment and business participation outcomes; and
  - e. engagement of Local Decision Making.
- (n) **'replacement house'** means a new build that replaces an existing poor quality house in the housing stock;
- (o) **'Reporting Framework'** means the framework developed by the Northern Territory, and approved by the Joint Steering Committee, outlining reporting requirements for the Agreement to ensure transparency of investment and outcomes;
- (p) **'secondary standalone dwellings'** means a habitable dwelling (minimum one bedroom), which is auxiliary to the primary standalone dwelling;
- (q) **'tenancy agreement'** means an agreement under which a person grants to another person, for valuable consideration, a right, which may be, but not need to be, an exclusive right to occupy premises for the purpose of residency.