

# PROJECT AGREEMENT FOR COVID-19 LEGAL ASSISTANCE FUNDING

An agreement between:

- the **Commonwealth of Australia**; and
- the **States of**
  - ◆ New South Wales,
  - ◆ Victoria,
  - ◆ Queensland,
  - ◆ Western Australia
  - ◆ South Australia,
  - ◆ Tasmania,
  - ◆ Australian Capital Territory and
  - ◆ Northern Territory.

The output of this project will be the delivery of efficient and effective legal assistance services to support the legal assistance sector respond to increased demand as a result of COVID-19 and transition to virtual service delivery.

# Project Agreement for COVID-19 Legal Assistance Funding

## OVERVIEW

1. This Project Agreement (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 that Agreement and its Schedules, which provide information in relation to performance reporting and payment arrangements under the IGA FFR.

### Purpose

2. This Agreement will support the delivery of efficient and effective legal assistance services (specifically, Legal Aid Commissions (LACs), Community Legal Centres (CLCs), Aboriginal and Torres Strait Islander Legal Services (ATSILS) and Family Violence Prevention Legal Services (FVPLS)) to respond to increased demand as a result of COVID-19. This Agreement will also support LACs and CLCs transition to virtual service delivery as a result of COVID-19.

### Reporting Arrangements

3. The States will report against the agreed milestones during the operation of this Agreement, as set out in Part 4 – Project Milestones, Reporting and Payments.

### Financial Arrangements

4. The Commonwealth will provide an estimated total financial contribution to the States of **\$58.966** million, exclusive of GST, in respect of this Agreement, as set out in Part 5 – Financial Arrangements.

## PART 1 – FORMALITIES

5. This Agreement constitutes the entire agreement for this project.

### Parties to this Agreement

6. This Agreement is between the Commonwealth of Australia (the Commonwealth) and the States and Territories (the States).

### Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and one other Party sign it and will expire on 30 September 2021 including final performance reporting and processing of final payments against milestones, unless terminated earlier or extended as agreed in writing by the Parties. The Parties note that some legal assistance services delivered through funding provided under this Agreement may extend beyond the financial year in which the funding is provided, including beyond the expiration of this Agreement, subject to the availability of funding.

## PART 2 – PROJECT OUTPUT

### Outputs

8. The Outputs of this Agreement will be:
  - (a) the delivery of efficient and effective legal assistance services (additional to services provided under the *National Partnership Agreement on Legal Assistance Services 2015-20, Indigenous Legal Assistance Program, Indigenous Advancement Strategy* and *National Legal Assistance Partnership 2020-25*) which responds to increased demand as a result of COVID-19; and
  - (b) the delivery of information and communications technology (ICT) support for LACs and CLCs transition to virtual service delivery as a result of COVID-19.

## PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

### Role of the Commonwealth

9. The Commonwealth will be responsible for:
  - (a) monitoring and assessing achievement against milestones in the delivery of the legal assistance services to support the legal assistance sector to respond to increased demand and transition to virtual service delivery as a result of COVID-19 under this Agreement to ensure that outputs are delivered within the agreed timeframe; and
  - (b) providing a financial contribution to the States to support the implementation of this Agreement.

### Role of the States

10. The States will be responsible for:
  - (a) administering Commonwealth funding for the delivery of the project outputs set out in Part 2 – Project Output of this Agreement to CLCs, LACs, ATSILS and FVPLS as applicable;
  - (b) ensuring that at least forty percent of frontline legal assistance funding in each state is allocated to domestic violence matters;
  - (c) monitoring and assessing the delivery of funding to support LACs and CLCs transition to virtual service delivery and the delivery of legal assistance services to respond to increased demand as a result of COVID-19 under this Agreement;
  - (d) monitoring and assessing the delivery of funding to support funded sub-sectors to deliver legal assistance services to respond to increased demand as a result of COVID-19 under this Agreement.
  - (e) ensuring legal assistance service data is collected and reported consistent with the *National Legal Assistance Data Standards Manual*; and
  - (f) reporting to the Commonwealth on the delivery of the output, as set out in Part 4 – *Project Milestones, Reporting and Payments*.
11. States will be responsible for administering Commonwealth funding to each of the sub-sectors (CLCs, LACs, ATSILS and FVPLS), as applicable, to deliver legal assistance services which are relevant to COVID-19 and its impact on the community.

12. The Commonwealth's provision of funding to national centres outside this Agreement is not intended to limit the States' ability to also allocate additional funding to national centres. States are encouraged to provide funding to national centres that operate in their jurisdictions.
13. For the purposes of this Agreement, domestic violence matters includes the definition of family law and/or family violence related matters in the *National Legal Assistance Partnership 2020-25*, which refers to the delivery of legal assistance services to assist a client(s) to address issues related to family law, and/or address issues arising from or connected with family violence, as defined in s 4AB, *Family Law Act 1975* (Cth). This includes, but is not limited to, intervention orders, child protection, housing, credit and/or debt, social security, mental health and employment. For the purposes of this Agreement, there is no distinction between family violence and domestic violence.

## Shared roles

14. The Parties share the following roles and responsibilities:
  - (a) meeting biannually on a bilateral basis to discuss the operation of this Agreement; and
  - (b) the Parties will meet the requirements of Schedule E, Clause 26 of the IGA FFR, 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

15. Table 1 summarises the milestones for the project, their relationship to the output, expected completion dates, relevant reporting dates and expected payments to be made. The Commonwealth will make payments subject to the progress report demonstrating the relevant milestone has been met.
16. If a milestone is met in advance of the due date, where the relevant reporting demonstrates that the milestone has been met, the Commonwealth may make the associated payment earlier than schedule provided it falls within the same financial year as the original milestone date.

**Table 1: Performance requirements, reporting and payment summary**

Output	Performance milestones	Report due	Payment
Delivery of additional frontline legal assistance	Provision of progress report for 2019-20 forecasting funding distributions and identifying proportion of funding allocated to legal assistance service provider(s).	5 June 2020	100 per cent of State's 2019-20 allocation
	Provision of the progress report for 2020-21 forecasting funding distributions and identifying the proportion of funding allocated to legal assistance service provider(s).	30 September 2020	100 per cent of State's 2020-21 allocation

	Provision of performance report relating to the operation of legal assistance services for <b><u>1 July 2020 to 30 June 2021</u></b> period.	30 September 2021	Nil
Delivery of ICT funding to LACs and CLCs	Provision of progress report forecasting funding distributions and identifying the proportion of funding allocated to legal assistance service provider(s).	5 June 2020	100 per cent of State's allocation
	Provision of performance report relating to the allocation of ICT funding for legal assistance services.	30 December 2020	Nil

## Reporting arrangements

17. The States will provide progress reports and performance reports in accordance with **Table 1** during the operation of the Agreement. Each progress report and performance report is to contain a description of actual performance in the period to date against the project milestones.
18. For the avoidance of doubt, States are only required to provide information in progress reports and performance reports for the sub-sectors they are responsible for funding in accordance with clause 11.

## Delivery of additional frontline legal assistance

19. The progress report for 2019-20 for frontline legal assistance funding is to contain the following:
  - (a) a statement forecasting the nature and amount of funding to each funded sub-sector in 2019-20, including the basis for the funding allocation, and the proportion of funding allocated to legal assistance providers.
20. The progress report for 2020-21 for frontline legal assistance funding is to contain the following:
  - (a) a statement forecasting the distribution of funding to each funded sub-sector in 2020-21, including the basis for the funding allocation, and the proportion of funding allocated to legal assistance providers; and
  - (b) information about the nature of funding provided to legal assistance providers in 2019-20 in receipt of funding, including the proportion of funding allocated.
21. A performance report relating to frontline legal assistance for the **1 July 2020 to 30 June 2021** period provided by 30 September 2021, including:
  - (a) confirmation of nature of funding provided to legal assistance service provider(s) in receipt of Commonwealth funding, including the proportion of funding allocated;
  - (b) confirmation that at least forty percent of funding in each state is allocated to domestic violence matters;
  - (c) data reporting on the following basis:

- a. for LACs, CLCs and ATSILS, the number of legal assistance services delivered under this Agreement to individuals disaggregated by sub-sector, service type, and primary law type or law type;
  - b. for LACS, CLCs and ATSILS, the number of legal assistance services delivered under this Agreement to individuals excluding Information, Referral, Non-legal Support, and Facilitated Resolution Processes disaggregated by sub-sector in which the client is experiencing or at risk of family violence; and
  - c. for FVPLS, the number of legal and non-legal services delivered to individuals under this Agreement and the number of unique clients per service type; and
- (d) contextual information about any collaborative activities undertaken which the legal assistance service provider(s) has engaged with; and
- (e) a de-identified case study from each of the funded sub-sectors based on a template provided by the Commonwealth that demonstrates the outcomes achieved by legal assistance service providers with the assistance of Commonwealth funding in the respective jurisdiction over the life of the Agreement.

### Delivery of ICT funding

22. The progress report for ICT funding is to contain the following:
  - (a) a statement forecasting the process for making final allocations to individual CLCs and the basis for the funding allocation to CLCs; and
  - (b) confirmation of the provision of funding to LACs and CLCs in accordance with the amounts in **Table 2**.
23. The performance report for ICT funding is to contain the following information:
  - (a) confirmation of the nature of funding provided to legal assistance providers in receipt of funding, including the proportion of funding allocated; and
  - (b) a de-identified case study based on a template provided by the Commonwealth that describes the use of technology, any collaborative activities arising from this funding and the outcomes obtained with the assistance of Commonwealth funding in the respective jurisdiction over the life of the Agreement.
24. Progress reports and performance reports will not be published however a consolidated summary of overall performance may be released periodically. Any reports will be de-identified and the Commonwealth will advise the states prior to publically releasing any summaries of the performance reports.

## PART 5 – FINANCIAL ARRANGEMENTS

25. The Commonwealth will provide an estimated total financial contribution to the States of \$58.966 million in respect of this Agreement, as shown in Table 2. All payments are GST exclusive.
26. The Commonwealth's funding contribution will not be reduced where the States secure funding from other activity partners.

27. The Commonwealth and the States' estimated financial contributions to the operation of this Agreement, including through National Partnership payments to the States paid in accordance with *Schedule D – Payment Arrangements* of the IGA FFR, are shown in **Table 2**.

**Table 2: Estimated financial contributions**

<b>Additional frontline legal assistance funding</b>	<i>2019-20</i>	<i>2020-21</i>	Total
<b>Estimated total budget</b>	<b>\$18,125,344</b>	<b>\$31,072,866</b>	<b>\$49,198,210</b>
New South Wales <sup>1</sup>	\$4,887,740	\$8,379,212	\$13,266,952
Victoria	\$3,495,370	\$5,992,226	\$9,487,596
Queensland	\$4,034,491	\$6,916,458	\$10,950,949
Western Australia	\$2,330,291	\$3,994,893	\$6,325,183
South Australia	\$1,334,930	\$2,288,515	\$3,623,445
Tasmania	\$535,843	\$918,614	\$1,454,457
Australian Capital Territory	\$347,889	\$596,398	\$944,287
Northern Territory	\$1,158,790	\$1,986,550	\$3,145,340
<b>ICT funding for LACs</b>	<i>2019-20</i>	<i>2020-21</i>	Total
<b>Estimated total budget</b>	<b>\$4,404,835</b>	-	<b>\$4,404,835</b>
New South Wales	\$1,263,150	-	\$1,263,150
Victoria	\$787,631	-	\$787,631
Queensland	\$713,805	-	\$713,805
Western Australia	\$450,018	-	\$450,018
South Australia	\$539,821	-	\$539,821
Tasmania	\$81,959	-	\$81,959
Australian Capital Territory	\$270,439	-	\$270,439
Northern Territory	\$298,012	-	\$298,012

<sup>1</sup> These figures do not include funding for FVPLS of \$552,789.68

<b>ICT funding for CLCs</b>	<i>2019-20</i>	<i>2020-21</i>	<b>Total</b>
<b>Estimated total budget</b>	<b>\$5,362,914</b>	-	<b>\$5,362,914</b>
New South Wales	\$1,090,263	-	\$1,090,263
Victoria	\$1,443,862	-	\$1,443,862
Queensland	\$1,001,863	-	\$1,001,863
Western Australia	\$825,064	-	\$825,064
South Australia	\$383,065	-	\$383,065
Tasmania	\$235,732	-	\$235,732
Australian Capital Territory	\$176,799	-	\$176,799
Northern Territory	\$206,266	-	\$206,266
<b>Total National Partnership Payments</b>	<b>\$27,893,093</b>	<b>\$31,072,866</b>	<b>\$58,965,959</b>

28. Having regard to the agreed estimated costs of projects specified in this Agreement, a State 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 States and Territories bear 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 States to deliver projects cost effectively and efficiently.

## PART 6 – GOVERNANCE ARRANGEMENTS

### Enforceability of the Agreement

29. 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

30. The Agreement may be amended at any time by agreement in writing by all the Parties.
31. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all Parties in writing.

### Delegations

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

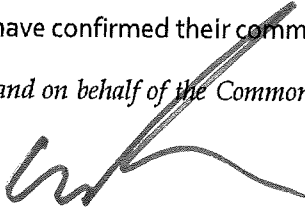
### Dispute resolution

33. Any Party may give notice to other Parties of a dispute under this Agreement.
34. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
35. 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*



**The Honourable Christian Porter MP**  
Commonwealth Attorney-General

[Day] [Month] [Year]

29 May 2020

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

**The Honourable Mark Speakman SC, MP**  
Attorney-General for New South Wales

[Day] [Month] [Year]

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

**The Honourable Jill Hennessy MP**  
Attorney-General for Victoria

[Day] [Month] [Year]

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

**The Honourable Yvette D'Ath MP**  
Attorney-General for Queensland

[Day] [Month] [Year]

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

**The Honourable John Quigley MP**  
Attorney-General for Western Australia

[Day] [Month] [Year]

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

**The Honourable Vickie Chapman MP**

Attorney-General for South Australia

[Day] [Month] [Year]

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



**The Honourable Elise Archer MP**

Attorney-General for Tasmania

[Day] [Month] [Year] 28/5/20

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

**The Honourable Gordon Ramsay MLA**

Attorney-General for the Australian Capital Territory

[Day] [Month] [Year]

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

**The Honourable Natasha Fyles MLA**

Attorney-General for the Northern Territory

[Day] [Month] [Year]