# NATIONAL PARTNERSHIP ON DISASTER RISK REDUCTION

An agreement between

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

This Agreement will contribute to reduce disaster risk and limit the impact of disasters associated with natural hazards on Australian communities and economies by delivering on the priorities, five-year outcomes and 2030 goals of the National Disaster Risk Reduction Framework.

## National Partnership on Disaster Risk Reduction

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

## Purpose

- 2. In entering this Agreement, the Commonwealth and the States and Territories (the States) recognise they have a mutual interest in improving outcomes to reduce disaster risk and need to work together to achieve those outcomes.
- 3. Taking action to address the causes of disaster risk, will strengthen resilience and enable communities to withstand, adapt to and continue to thrive in a changing environment. The objective of this Agreement is to proactively reduce the risk and limit the impact of disasters associated with natural hazards on Australian communities and economies. It will deliver on the priorities, five-year outcomes and 2030 goals of the National Disaster Risk Reduction Framework aimed at reducing existing disaster risk, minimising the creation of future risk and equipping decision-makers with the capabilities and information needed to reduce disaster risk and manage residual risk.

## **Reporting Arrangements**

4. The States will provide annual reports outlining the minimum required against the agreed performance indicators and/or performance milestones during the operation of the Agreement, as set out in Part 4 – Performance Monitoring and Reporting.

## **Financial Arrangements**

- 5. The Commonwealth will provide a financial contribution to the States of \$104.4 million in respect of this Agreement, as set out in Part 5 Financial Arrangements. The States will provide a matching financial and/or in-kind contribution to support the implementation of the Agreement, as set out in Part 5 Financial Arrangements.
- 6. Additionally, the Commonwealth will provide \$26.1 million for nationally significant disaster risk reduction projects outside of this Agreement and in consultation with the Australia-New Zealand Emergency Management Committee. This will be fully matched by the States, financially and/or in-kind, for State disaster risk reduction activities and/or nationally significant projects as agreed between the Parties on a project-by-project basis.

## **Evaluation and Review**

- 7. The Commonwealth and the States will conduct evaluations and reviews of outcomes and outputs delivered under this Agreement, as noted in Part 6 Governance Arrangements.
- 8. Additionally, the States will support evaluation of the implementation of the National Disaster Risk Reduction Framework outside of this Agreement. This will occur with reference to the activities delivered under this Agreement, and in accordance with monitoring, evaluation and learning arrangements agreed and reviewed annually by the Australia-New Zealand Emergency Management Committee, and administered and fully funded by the Commonwealth.

## PART 1 - FORMALITIES

#### Parties to this Agreement

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

#### Term of the Agreement

10. This Agreement will commence as soon as the Commonwealth and one other Party sign it and will expire on 30 June 2024, or on completion of the project, including final performance reporting and processing of final payments against performance milestones. The Agreement may be terminated earlier or extended as agreed in writing by the Parties.

## PART 2 - OBJECTIVE, OUTCOMES AND OUTPUTS

## Objective

11. The objective of this Agreement is to proactively reduce the risk and limit the impact of disasters associated with natural hazards on Australian communities and economies.

#### Outcomes

- 12. This Agreement will deliver on the priorities, five-year outcomes and 2030 goals of the National Disaster Risk Reduction Framework across Australia's built, social, natural and economic environments, to:
  - (a) take action to reduce existing disaster risk;
  - (b) minimise creation of future disaster risk; and
  - (c) equip decision-makers with the capabilities and information they need to reduce disaster risk and manage residual risk.

## Outputs

- 13. The objective and outcomes of this Agreement will be achieved by implementing a program of disaster risk reduction activities to address natural hazard risks identified in State, regional or local risk assessments and the following priorities of the National Disaster Risk Reduction Framework:
  - (a) understanding disaster risk;
  - (b) accountable decision-making across all sectors to respond to immediate and long-term disaster risk and actively manage the potential creation or exacerbation of disaster risk;
  - (c) enhanced investment in disaster risk reduction to build resilience; and
  - (d) transparent, sustainable and accountable governance, ownership and responsibility for disaster risk management.

## PART 3 - ROLES AND RESPONSIBILITIES OF EACH PARTY

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

## Role of the Commonwealth

- 15. The Commonwealth agrees to be responsible for:
  - (a) providing a financial contribution to the States of \$104.4 million to support the implementation of this Agreement;
  - (b) monitoring and assessing performance in the delivery of projects under this Agreement to ensure that outputs are delivered and outcomes are achieved within the agreed timeframe;
  - (c) where applicable, subject to certain financial thresholds, in accordance with the Building and Construction Industry (Improving Productivity) Act 2016, ensuring that financial contributions to a building project or projects as defined under the Fair Work (Building Industry – Accreditation Scheme) Regulations 2016 are only made where a builder or builders accredited under the Australian Government Building and Construction WHS Accreditation Scheme is contracted; and
  - (d) where applicable, subject to certain financial thresholds, ensuring that compliance with the Code for the Tendering and Performance of Building Work 2016 (Building Code 2016) is a condition of Australian Government funding.

#### **Role of the States**

- 16. The States agree to be responsible for:
  - (a) providing a financial and/or in-kind contribution to support the implementation of this Agreement;
  - (b) developing Implementation Plans in consultation with the Commonwealth;
  - (c) delivering on outcomes and outputs in State implementation plans;
  - (d) reporting on the delivery of outcomes and outputs as set out in Part 4 Performance Monitoring and Reporting;
  - (e) where applicable, subject to certain financial thresholds, ensuring that only a builder or builders accredited under the Australian Government Building and Construction WHS Accreditation Scheme is contracted, and providing the necessary assurances to the Commonwealth;
  - (f) where applicable, subject to certain financial thresholds, ensuring that compliance with the Building Code 2016 is made a condition of tender for all contractors and subcontractors who tender for the work, and providing the necessary assurances to the Commonwealth; and
  - (g) ensuring that non-sensitive data and information developed using funds provided under this Agreement is released as open by default, and providing the necessary assurances to the Commonwealth.

#### Shared roles and responsibilities

- 17. The Commonwealth and the States agree to be jointly responsible for:
  - (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) facilitating sharing of information on outputs and outcomes under this Agreement with the aim of minimising duplication of activities; and
- (d) conducting evaluations and reviews of outcomes and outputs delivered under this Agreement.
- 18. 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 an Implementation Plan, and that the roles of both Parties will be acknowledged and recognised appropriately.

## **Implementation Plans**

- 19. The Commonwealth and the States will agree Implementation Plans that set out each State's strategy to deliver on the outcomes and outputs of the Agreement.
- 20. Implementation Plans will include program logic details that set out how the various elements will address natural hazard risks identified in State, regional or local risk assessments and the priorities, five-year outcomes and 2030 goals of the National Disaster Risk Reduction Framework.

## PART 4 - PERFORMANCE MONITORING AND REPORTING

## **Performance indicators**

- 21. Achievement of the objective and outcomes in this Agreement will be informed with reference to the following performance indicators:
  - (a) disaster risk reduction activities approved, commenced and completed;
  - (b) how these activities have or will contribute to addressing and reducing the natural hazard risks identified in State, regional or local risk assessments; and
  - (c) how these activities have or will contribute to addressing and achieving the priorities, five-year outcomes and 2030 goals of the National Disaster Risk Reduction Framework.

#### Performance milestones

22. The Parties agree to meet the following performance milestones to qualify for the associated payment:

Milestones	Report due date	Payment
Commonwealth agreement to State's Implementation Plan that clearly outlines the State's strategy to achieve the outcomes and outputs of the Agreement	30 April 2020	100% of the 2019-20 payment to each State, as shown in Table 2
Commonwealth acceptance of the State's report demonstrating satisfactory progress against the performance indicators during the financial year to date.	30 April 2021	100% of the 2020-21 payment to each State, as shown in Table 2
Commonwealth acceptance of the State's report demonstrating satisfactory progress against the performance indicators during the financial year to date.	30 April 2022	100% of the 2021-22 payment to each State, as shown in Table 2
Commonwealth acceptance of the State's report demonstrating satisfactory progress against the performance indicators during the financial year to date.	30 April 2023	100% of the 2022-23 payment to each State, as shown in Table 2
Commonwealth acceptance of the State's report demonstrating satisfactory progress against the performance indicators during the financial year to date; commitment of all financial contributions to approved activities; and provision of final Program Report.	30 April 2024	100% of the 2023-24 payment to each State, as shown in Table 2

#### Table 1: Milestones: project and implementation

## **Reporting arrangements**

- 23. The States will provide annual reports outlining the minimum required to demonstrate that milestones have been met against the agreed performance indicators during the operation of the Agreement, as shown in Table 1.
- 24. The States will also prepare a final Program Report by 30 April 2024. 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) evaluate the Program from the responsible Party's perspective, including assessing the extent to which the objectives and outcomes have been achieved against the key performance indicators contained in the Agreement over the period of the Program, and explaining why any aspect was not achieved; and
  - (b) include a discussion of any other matters relating to the Program, limited to the minimum necessary for the effective assessment of performance and as agreed between the Commonwealth and the States, at least 60 days before it is due.
- 25. Information contained in these reports will be used to inform an annual national statement of action on disaster risk reduction and other public dissemination purposes.

## PART 5 - FINANCIAL ARRANGEMENTS

## **Financial contributions**

- 26. The Commonwealth will provide a financial contribution to the States of \$104.4 million in respect of this Agreement. All payments are exclusive of GST.
- 27. The Commonwealth's funding contribution will not be reduced where the States secure funding from other activity partners.
- 28. Where a performance report demonstrates that a milestone is met in advance of the due date, the Commonwealth may make the associated payment earlier than scheduled provided it falls within the same financial year as the original milestone date.
- 29. The Commonwealth's and the States' estimated financial contributions to 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.

(\$ million)	2019-20	2020-21	2021-22	2022-23	2023-24	Total
Estimated total budget (1)	41.76	41.76	41.76	41.76	41.76	208.8
<i>Estimated</i> National Partnership payment (2)	20.88	20.88	20.88	20.88	20.88	104.4
New South Wales	5.4288	5.4288	5.4288	5.4288	5.4288	27.144
Queensland	4.8024	4.8024	4.8024	4.8024	4.8024	24.012
Victoria	3.3408	3.3408	3.3408	3.3408	3.3408	16.704
Western Australia	2.5056	2.5056	2.5056	2.5056	2.5056	12.528
South Australia	1.6704	1.6704	1.6704	1.6704	1.6704	8.352
Tasmania	1.044	1.044	1.044	1.044	1.044	5.22
Australian Capital Territory	1.044	1.044	1.044	1.044	1.044	5.22
Northern Territory	1.044	1.044	1.044	1.044	1.044	5.22
Commonwealth own purpose expense (3)	0.0	0.0	0.0	0.0	0.0	0.0
Total Commonwealth contribution (4) = (2) + (3)	20.88	20.88	20.88	20.88	20.88	104.4
Balance of non-Commonwealth contributions (5) = (1) – (4)	20.88	20.88	20.88	20.88	20.88	104.4

#### Table 2: Estimated financial contributions

(a) Note: The distribution of financial contributions is based on population, cost of disasters and relative disadvantage, and is adjusted by agreement to provide an adequate minimum level to Tasmania and the Territories.

## **Financial risk management**

30. Having regard to the agreed estimated costs of disaster risk reduction activities under this Agreement, States will not be required to pay a refund to the Commonwealth if the actual cost is less than the agreed estimated cost. Similarly, the States bear all risk should the costs exceed the agreed estimated costs. The Parties acknowledge this arrangement provides the maximum incentive for the States to deliver activities cost effectively and efficiently.

## PART 6 - GOVERNANCE ARRANGEMENTS

## Enforceability of the Agreement

31. 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**

- 32. In accordance with clause E23 of the IGA FFR, this Agreement is time limited.
- 33. To assess the degree to which the agreed objective, outcomes and outputs have been achieved, and inform decisions regarding the appropriate treatment following its expiry, a final review of the Agreement will be scheduled to be completed by 30 June 2023, 12 months prior to its expiry.
- 34. A review of the distribution of State financial contributions shown in Table 2, taking into account climatic, demographic and risk factors, will also be completed by 30 June 2023 to inform subsequent arrangements.

## Variation of the Agreement

- 35. The Agreement may be amended at any time by agreement in writing by all the Parties.
- 36. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all the other Parties in writing.

## Delegations

- 37. The relevant Commonwealth Minister with responsibility for administering this Agreement is authorised to agree and amend Schedules, including Implementation Plans, to this Agreement and to certify that performance milestones specified under this Agreement have been achieved, so that payments may be made.
- 38. Respective State Ministers with responsibility for administering this Agreement are authorised to agree and amend Schedules, including Implementation Plans, to this Agreement.
- 39. The Commonwealth Minister may delegate the assessment of project-based performance 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**

- 40. Any Party may give notice to other Parties of a dispute under this Agreement.
- 41. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
- 42. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.

#### Interpretation

- 43. For the purposes of this Agreement, the following terminology, adapted where applicable from the UN Office for Disaster Risk Reduction, applies:
  - a. **Disaster**: A serious disruption of the functioning of a community or a society at any scale due to hazardous events interacting with conditions of exposure, vulnerability and capacity, leading to one or more of the following: human, material, economic and environmental losses and impacts.

- b. **Disaster impact**: The total effect of a hazardous event or disaster. The term includes economic, human and environmental impacts, and may include death, injuries, disease and other negative effects on human physical, mental and social well-being.
- c. **Disaster risk**: The potential loss of life, injury, or destroyed or damaged assets which could occur to a system, society or a community.
- d. **Disaster risk reduction**: Disaster risk reduction is aimed at preventing new and reducing existing disaster risk and managing residual risk, all of which contribute to strengthening resilience and therefore to the achievement of sustainable development.
- e. **Hazardous event**: The manifestation of a natural hazard in a particular place during a particular period of time.
- f. **In-kind contribution**: A non-cash input which can be given a cash value. In-kind contributions are for costs directly associated with approved activities. They are not to be used for core activities of State and/or local agencies.
- g. **Natural hazard**: A natural process or phenomenon that may cause loss of life, injury or other health impacts, property damage, social and economic disruption or environmental degradation.
- h. **Non-sensitive data**: Anonymised data that does not identify an individual or breach privacy or security requirements.
- i. **Residual risk**: The disaster risk that remains in unmanaged form, even when effective disaster risk reduction measures are in place, and for which emergency response and recovery capacities must be maintained.
- j. **Satisfactory progress**: demonstrable progress in delivering on the outcomes and outputs of the Agreement in accordance with State implementation plans, performance indicators and estimated financial contributions.

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

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

[Day] [Month] [Year]

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

The Honourable Gladys Berejiklian MP Premier of the State of New South Wales

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Andrew Barr MLA Chief Minister of the Australian Capital Territory [Day] [Month] [Year] **Signed** for and on behalf of the State of Victoria by

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[Day] [Month] [Year] 13/3/20

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The Honourable Mark McGowan MLA Premier of the State of Western Australia

[Day] [Month] [Year] 2020

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

The Honourable Peter Gutwein MP Premier of the State of Tasmania

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

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The Honourable Steven Marshall MP Premier of the State of South Australia

> [Day] [Month] [Year] 15 3 2020

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

#### Andrew Barr MLA

Chief Minister of the Australian Capital Territory

[Day] [Month] [Year]

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