

PROJECT AGREEMENT FOR THE NATIONAL OCCASIONAL CARE PROGRAMME

An agreement between:

n the **Commonwealth of Australia**; and

n the **States of:**

t Victoria,

t Queensland,

t Western Australia,

t South Australia, and

t Tasmania.

The output of this project will be the delivery of the National Occasional Care Programme.

Project Agreement for the National Occasional Care Programme

PRELIMINARIES

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.
2. This Agreement will support the delivery of the National Occasional Care (NOC) Programme by eligible services.
3. The NOC Programme will increase the availability of occasional care, particularly in rural, regional and remote areas that do not currently have these services. States and Territories will contribute 45 per cent of the estimated cost of this Programme.
4. This Agreement and its Schedules constitute 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 States and Territories (the States).

Term of the Agreement

6. This Agreement will commence as soon as the Commonwealth and one other Party sign the Agreement and will expire on 30 June 2018, or on final reporting and processing of final payments, unless terminated earlier or extended as agreed in writing by the Parties.

PART 2 – PROJECT OUTPUT

Output

7. The output of this Agreement will be an increase in the availability of NOC services that are:
 - (a) flexible;
 - (b) delivered by an eligible service on a sessional or ad hoc basis; and
 - (c) responsive to the needs of communities.

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 NOC Programme under this Agreement to ensure that outputs are delivered within the agreed timeframe; and
 - (b) providing an annual financial contribution to the States to support the implementation of this Agreement.

Role of the States

9. The States will be responsible for:
 - (a) all aspects of the delivery of the NOC Programme through eligible services;
 - (b) developing Project Plans, in consultation with the Commonwealth, which describe the project elements that will be delivered by the State to achieve the output of this Agreement, in accordance with the template at Schedule A;
 - (c) ensuring that where possible, preference is given to increasing availability in rural, regional and remote areas that do not currently have NOC services;
 - (d) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments; and
 - (e) providing an annual financial contribution to support the implementation of this Agreement.

Shared roles

10. The Commonwealth and each State will develop Project Plans that set out each jurisdiction's strategy for delivering the outputs of this Agreement. Project Plans are to be agreed in writing by Ministers within two months of signing this Agreement.
 - (a) Project Plans are flexible documents that may be varied over time to accommodate individual changing circumstances within each jurisdiction. However, variations to Project Plans that directly affect milestones and their achievement, and associated reporting and payments, are subject to written agreement by Ministers.
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 each Party will be acknowledged and recognised appropriately.

PART 4 – PROJECT MILESTONES, REPORTING AND PAYMENTS

12. Table 1 summarises the milestones for the project, their relationship to the outputs, 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

Outputs	Milestones	Report due	Payment
An increase in the availability of NOC services consistent with clause 7 of this Agreement.	2014-15 Achievement of the output of this Agreement, as set out in agreed Project Plans	30 April 2015 for the 1 July 2014 to 31 March 2015 period	In accordance with Table 2
	2015-16 Achievement of the output of this Agreement, as set out in agreed Project Plans	30 April 2016 for the 1 April 2015 to 31 March 2016 period	In accordance with Table 2
	2016-17 Achievement of the output of this Agreement, as set out in agreed Project Plans	30 April 2017 for the 1 April 2016 to 31 March 2017 period	In accordance with Table 2
	2017-18 Achievement of the output of this Agreement, as set out in agreed Project Plans	30 April 2018 for the 1 April 2017 to 31 March 2018 period	In accordance with Table 2

13. Where a milestone is met in advance of the due date, subject to the relevant performance report demonstrating the milestone has been met, the Commonwealth may make the associated payment earlier than scheduled provided it falls within the same financial year as the original milestone date.

Reporting arrangements

14. The States will provide one performance report each year, in accordance with Table 1 of this Agreement.
15. Reporting will be limited to that which is required to demonstrate that agreed outputs, as measured by achievement against performance milestones, as agreed in the Project Plan, have been met.

PART 5 – FINANCIAL ARRANGEMENTS

16. The Commonwealth will provide a total financial contribution to the States of \$12.6 million in respect of this Agreement. All payments are GST exclusive.
17. The Commonwealth's funding contribution will not be reduced where the States secure funding from other activity partners through innovative and collaborative partnerships.

18. The Commonwealth's and the States' 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 2.

Table 2: Estimated financial contributions

(\$ million)	2014-15	2015-16	2016-17	2017-18	Total
Estimated total cost of Programme	5.591	5.680	5.771	5.870	22.912
Less estimated National Partnership Payments to: *					
<i>Victoria</i>	1.149	1.168	1.186	1.207	4.710
<i>Queensland</i>	0.988	1.004	1.020	1.037	4.049
<i>Western Australia</i>	0.526	0.534	0.543	0.552	2.155
<i>South Australia</i>	0.313	0.318	0.323	0.329	1.283
<i>Tasmania</i>	0.099	0.100	0.102	0.103	0.404
<i>Total National Partnership Payments</i>	3.075	3.124	3.174	3.228	12.601
Balance of non-Commonwealth contributions**	2.516	2.556	2.597	2.642	10.311

*Funding has been apportioned to each State based on the number of children aged 0 to 5 years recorded in each participating jurisdiction (ABS Population Data).

** States' contributions total 45 per cent of the estimated total cost of the NOC Programme.

19. Having regard to the agreed estimated costs of projects specified in a Project Agreement, a State or 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 States 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

20. 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

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

Delegations

20. 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

21. Any Party may give notice to other Parties of a dispute under this Agreement.
22. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
23. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers and if necessary the COAG Education Council.

Interpretation

24. For the purposes of this Agreement, unless otherwise specified, the following terms and definitions are used throughout this Agreement:
 - (a) *Eligible service* means a service which:
 - 1 is not currently a Child Care Benefit approved service (i.e. not approved to administer Australian Government fee assistance payments on behalf of families) and/or operates independently as a stand-alone service or is co-located with another centre-based child care service, and complies with applicable State and Territory regulations when providing care to children;
 - 2 is not receiving any other grant funding from the Department of Education through the Community Support Programme; and
 - 3 has no individual providing Registered Care from the eligible service's premises.
 - (b) *National Occasional Care (NOC)* means flexible child care delivered by an eligible service which is offered on a sessional or ad hoc basis, and which is responsive to the needs of communities.

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

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

The Honourable Sussan Ley MP

Assistant Minister for Education
[Day] [Month] [Year]

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

The Honourable John-Paul Langbroek MP

Minister for Education, Training and Employment
[Day] [Month] [Year]

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

The Honourable Jennifer Rankine MP

Minister for Education and Child Development
[Day] [Month] [Year]

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

The Honourable Wendy Lovell MLC

Minister for Children and Early Childhood Development
[Day] [Month] [Year]

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

The Honourable Tony Simpson MLA

Minister for Local Government, Community Services (including Early Childhood), Seniors and Volunteering and Youth
[Day] [Month] [Year]

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

The Honourable Jeremy Rockliff MP

Minister for Education and Training, Minister for Children's Services
[Day] [Month] [Year]

SCHEDULE A

National Occasional Care Programme

Project Plan for [insert name of jurisdiction] for 2014-15 – 2017-18

Date provided	
Date agreed	
Primary contact and contact details	
Secondary contact and contact details	

The following project elements will be delivered by [insert name of jurisdiction] to achieve the output of this Agreement:

Project element	Milestone (short description of what activities will be delivered)	Planned start date	Planned end date	Links to output
1.				
2.				
3.				
4.				
Etc.				