

# PROJECT AGREEMENT FOR ONLINE SAFETY PROGRAMMES IN SCHOOLS

An agreement between:

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

The output of this project will be the delivery of online safety programmes in schools procured from providers that have been certified, approved or recognised by the Children's eSafety Commissioner.

# Project Agreement for Online Safety Programmes in Schools

## 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 online safety programmes in schools.

### 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 \$7.5 million, exclusive of GST in respect of this Agreement, as set out in Part 5 – Financial Arrangements.

## PART 1 – FORMALITIES

5. This Agreement and its Schedule constitute 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 the Agreement and will expire on 30 June 2018 or on completion of the project, including final performance reporting and processing of final payments against performance targets, unless terminated earlier or extended as agreed in writing by the Parties.

## PART 2 – PROJECT OUTPUT

### Output

8. The output of this Agreement will be the delivery of online safety programmes in schools procured from providers that have been certified, approved or recognised by the Children’s eSafety Commissioner.
9. For the purposes of this Agreement, online safety programmes include online safety education programmes, online safety frameworks and online safety professional development.

## PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

### Role of the Commonwealth

10. The Commonwealth will be responsible for:
  - (a) monitoring and assessing achievement against performance targets in the delivery of the project under this Agreement to ensure that outputs are delivered within the agreed timeframe; and
  - (b) providing a consequent financial contribution to the States to support the implementation of this Agreement.

### Role of the States and Territories

11. The States will be responsible for:
  - (a) all aspects of delivering the project output set out in this Agreement;
  - (b) selecting participating government schools;
  - (c) disbursing funds to eligible non-government education authorities, as outlined in Schedule A in a timely manner, subject to the requirements of this agreement being met;
  - (d) obtaining and passing on to the Commonwealth the annual performance reports from non-government education authorities; and
  - (e) reporting on the delivery of outputs as set out in Part 4 – Performance Targets, Reporting and Payments.

### Shared roles

12. The Parties will meet the requirements of Schedule E, Clause 26 of the Intergovernmental Agreement on Federal Financial Relations, by ensuring that prior agreement is reached on the nature and content of any events, announcements, promotional material or publicity relating to activities under this Agreement, and that the roles of both Parties will be acknowledged and recognised appropriately.

### Role of government and non-government education authorities

13. Education authorities are responsible for:
  - (a) performance in their respective sectors relative to the targets set out in Schedule A of this Agreement;

- (b) formulating criteria to identify low socioeconomic status schools and/or schools with identified online safety issues in their respective jurisdictions; and
  - (c) selecting the schools that will participate in this project in accordance with the minimum performance targets set out at Schedule A.
14. Each education authority will use the following criteria when selecting schools to participate from their respective jurisdiction:
- (a) priority selection should be given to low socioeconomic status schools and/or schools with identified online safety issues;
  - (b) schools that receive funding for online safety programmes under this agreement are only eligible to receive it once during the period of this agreement; and
  - (c) only online safety programmes procured from providers that have been certified, approved or recognised by the Children's eSafety Commissioner can be engaged using funding provided by this project.

## PART 4 – PROJECT MILESTONES, REPORTING AND PAYMENTS

15. Online safety programmes up to a maximum of \$4,000 can be delivered to a participating school in the scheme using Project Agreement funding. This Agreement does not preclude a participating school or education authority from supplementing the allocated funding amount.
16. For the purposes of reporting and assessing performance against the targets in Schedule A, expenditure on online safety frameworks or online safety professional development will be converted into hours of online safety programmes using the conversion rate of \$500 equals 1 hour (e.g. \$750 of expenditure would count as 1.5 hours).
17. Table 1 summarises the performance targets for the project, their relationship to the outputs, expected completion dates, relevant reporting dates and expected payments to be made. The Commonwealth will make payments for each sector in a jurisdiction, subject to the annual performance report demonstrating the relevant performance targets have been met for that sector in that jurisdiction.

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

Outputs	Performance Targets	Report due	Payment
The delivery of online safety programmes procured from providers that have been certified, approved or recognised by the Children's eSafety Commissioner for use in schools.	Identification through provision of a list of initial participating schools in all sectors	As soon as practicable following finalisation of this Agreement with each State	\$1.25m in accordance with Schedule A
	2016 Achievement of the minimum number of hours of online safety programmes and minimum number of schools, as set out in Schedule A	28 February 2017 for the 2016 calendar year	\$2.5 million in accordance with Schedule A
	2017 Achievement of the minimum number of hours of online safety programmes and minimum number of schools, as set out in Schedule A	28 February 2018 for the 2017 calendar year	\$3.75 million in accordance with Schedule A

18. If all sectors in a specific State meet their performance target in advance of the due date, subject to the relevant performance report demonstrating the performance target has been met, the Commonwealth may make the associated payment earlier than scheduled provided it falls within the same financial year as the original performance target date.

### Reporting arrangements

19. The States will provide performance reports for government and non-government education authorities in accordance with Table 1 during the operation of this Agreement. Each performance report is to contain a description of actual performance of the government and non-government education authorities in the relevant period, against the performance targets set out in Schedule A, separately identifying the number of schools and number of hours delivered for each of the following:
- (a) online safety programmes;
  - (b) online safety frameworks; and
  - (c) online safety professional development.

## PART 5 – FINANCIAL ARRANGEMENTS

20. The Commonwealth will provide a total financial contribution to the States of \$7.5 million in respect of this Agreement. All payments are GST exclusive.

21. The Commonwealth's funding contribution will not be reduced where the States or non-government education authorities secure funding from other activity partners through innovative and collaborative partnerships.
22. 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 IGA FFR*, are shown in Table 2.

**Table 2: Estimated financial contributions<sup>(a)</sup>**

(\$ million)	2015-16	2016-17	2017-18	Total
<b>Estimated total budget</b>	<b>1.25</b>	<b>2.50</b>	<b>3.75</b>	<b>7.50</b>
Less estimated National Partnership Payments	1.25	2.50	3.75	7.50
Government	0.89	1.77	2.64	5.31
Catholic	0.23	0.46	0.69	1.38
Independent	0.13	0.27	0.41	0.81
<b>Balance of non-Commonwealth contributions<sup>(b)</sup></b>	<b>0.0</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

(a) Refer to Schedule A for a full break down of estimated financial contributions to government and non-government education authorities by State.

(b) States are not required to provide a financial or in-kind contribution under the terms of this Agreement. However, States allocate their own source funding and provide in-kind contributions which support services funded under this Agreement.

23. The funding is being provided for additional programmes and may not be used to replace existing programmes.
24. In the event that a participating government or non-government school withdraws from the project, the school will return any unspent funds to the relevant education authority. The education authority will be responsible for redirecting these funds to either another participating government or non-government school or to a new school within the same sector which meets the criteria set out in clause 11 of this Agreement and the minimum performance targets set out in Schedule A, or as otherwise agreed with the Commonwealth.
25. Having regard to the agreed estimated costs of the project specified in the 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 the 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

26. 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

27. The Agreement may be amended at any time by agreement in writing by all the Parties.

28. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all Parties in writing.
29. Bilateral elements of the Schedules to this Agreement may be amended at any time by agreement in writing by the relevant Parties.

## Delegations

21. The Commonwealth Minister may delegate the assessment of performance against targets 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

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

## Interpretation

33. For the purposes of this Agreement:
  - (a) a school is an education establishment which satisfies all of the following criteria:
    - (i) its major activity is the provision of full-time day primary or secondary education or the provision of primary or secondary distance education
    - (ii) it is headed by a principal (or equivalent) responsible for its internal operation, and
    - (iii) it is possible for students to enrol for a minimum of four continuous weeks, excluding breaks for school vacations.
  - (b) where a school has more than one campus, each campus is to be treated as a separate school;
  - (c) a low socio economic status school will be determined based on criteria formulated by the education authority to which that individual school belongs;
  - (d) "education authority" means the government or non-government education systems (recognised education authority) to which an individual school belongs. It is noted some participating independent schools will not be part of an education system. Relevant associations of independent schools may be deemed their education authority in this circumstance for the purposes of this project;
  - (e) "participating government and non-government schools" refer to the schools that have been selected by education authorities to participate in the project under clause 11 and Schedule A;
  - (f) an "online safety programme" includes an online safety education programme, an online safety framework or online safety professional development;
  - (g) "online safety education programme" means education procured from a provider that has been certified by the Children's eSafety Commissioner where participants from the school community (including students, teachers, parents or carers) receive online safety training

delivered face to face, via video conference or through online desktop software for 60 minutes duration;

- (h) “online safety framework” means a framework approved or recognised by the Commissioner that guides schools to take a whole of school community approach to policies, procedures, curriculum and teacher practices for online safety; and
- (i) “online safety professional development” means high quality professional development relating to online safety under a professional accreditation system approved or recognised by the Commissioner.

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

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



**Senator the Honourable Mitch Fifield**  
Minister for Communications

[Day] [Month] [Year]

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

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

**The Honourable Adrian Piccoli MP**  
Minister for Education

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Minister for Education

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Minister for Education

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Minister for Education

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

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Minister for Education and Child Development

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**The Honourable Jeremy Rockliff MP**  
Minister for Education and Training

[Day] [Month] [Year]

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

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Minister for Education

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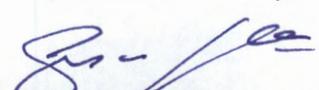
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