

NATIONAL PARTNERSHIP ON REMOTE HOUSING

An agreement between

n the **Commonwealth of Australia** and

n the **States and Territory**, being:

t Queensland

t Western Australia

t South Australia

t the Northern Territory

This Agreement will contribute to addressing critical housing need for Aboriginal and Torres Strait Islander people from remote communities, supporting the States and Territory to put in place more sustainable systems for the management of their remote housing stock and increasing Indigenous employment, workforce participation and education opportunities.

National Partnership on Remote Housing

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 Queensland, Western Australia, South Australia and the Northern Territory (the Parties) recognise they have a mutual interest in improving housing, housing management, opportunities for home ownership and employment and Indigenous business engagement outcomes for Aboriginal and Torres Strait Islander people from remote communities and need to work together to achieve those outcomes.
3. This Agreement will contribute to addressing housing need, building more sustainable remote housing management systems (including public and community housing); increasing Indigenous employment, workforce participation and education opportunities, housing options and home ownership; and supporting the outcomes of the National Affordable Housing Agreement and the National Indigenous Reform Agreement.
4. The Parties recognise the challenges of delivering and reforming housing services, including supplying and managing appropriate housing for Aboriginal and Torres Strait Islander people, in remote communities.
5. This Agreement builds on the outcomes delivered under the National Partnership Agreement on Remote Indigenous Housing and recognises that improvements in this area have historically been shared between the Commonwealth and the States.

Reporting Arrangements

6. The States and Territory will report six-monthly against the agreed performance benchmarks and milestones during the operation of the Agreement, as set out in Part 4 – Performance Monitoring and Reporting.
7. Requirements for the performance benchmarks and milestones that apply to the States and Territory are set out in Schedule A, with definitions in Schedule B, and State-specific performance benchmarks and milestones set out in Schedules C – F of this Agreement.

Financial Arrangements

8. The Commonwealth will provide an estimated total financial contribution to the States and Territory of \$774.131 million (GST exclusive) in respect of this Agreement, as set out in Part 5 – Financial Arrangements.

PART 1 – FORMALITIES

Parties to this Agreement

9. This Agreement is between the Commonwealth of Australia (the Commonwealth) and Queensland, Western Australia, South Australia and the Northern Territory (the States).

Term of the Agreement

10. This Agreement will commence from 1 July 2016 or as soon as the Commonwealth and one other Party sign (whichever is the later) and will expire on 30 June 2018, or on completion of the project including final performance reporting and processing of final payments against performance benchmarks or project milestones. The Agreement may be terminated earlier or extended as agreed in writing by the Parties.
11. Once this Agreement commences, it will replace the National Partnership Agreement on Remote Indigenous Housing. At that time, any outstanding milestones up until the date the Agreement is signed under the National Partnership Agreement on Remote Indigenous Housing will be incorporated into the State-specific schedules to this Agreement.

PART 2 – OBJECTIVES, OUTCOMES AND OUTPUTS

Objectives

12. The objective of this Agreement is to ensure Aboriginal and Torres Strait Islander people from remote communities have access to the same housing amenities, services and opportunities, including private, affordable, public and community housing, as other Australians, including opportunities for employment, education and training within and outside their communities.
13. This Agreement will contribute to the Commonwealth's key priorities for Aboriginal and Torres Strait Islander people of getting children to school, getting adults in jobs and making communities safer.
14. The Parties are committed to thorough community engagement on agreed programmes of works under this Agreement.

Outcomes

15. This Agreement will facilitate achievement of the following outcomes:
 - (a) more Aboriginal and Torres Strait Islander people in remote communities have access to safe and suitable housing with improved amenity and durability;
 - (b) remote Indigenous housing is well managed with houses maintained and tenants supported to meet their responsibilities, resulting in improved longevity of housing;
 - (c) Aboriginal and Torres Strait Islander people, particularly from remote communities, have improved access to, and participation in, employment, education and training; and
 - (d) contributing to more Aboriginal and Torres Strait Islander people from remote communities being able to purchase and own a home, as well as having access to a range of housing options, including private rental and affordable housing.

Outputs

16. The objectives and outcomes of this Agreement will be achieved by:

- (a) delivering new houses and improving the amenity and durability of existing houses in remote communities including through necessary housing-related infrastructure to meet State Government tenancy requirements, delivered where there are high levels of need, available land and secure land tenure, with priority given to communities where there is reformed land tenure;
- (b) delivering accommodation for Aboriginal and Torres Strait Islander people from remote communities to access when undertaking employment, education and training outside their communities;
- (c) improving the effectiveness and sustainability of property and tenancy management systems for Indigenous housing in remote communities;
- (d) engaging Aboriginal and Torres Strait Islander people, particularly from remote communities, in delivering housing and housing services in remote communities;
- (e) engaging Indigenous businesses, particularly from remote communities, to deliver housing and housing services in remote communities; and
- (f) removing barriers to home and land ownership and improving home and land ownership opportunities, as well as access to a range of housing options including affordable and private housing, for Aboriginal and Torres Strait Islander people from remote communities.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

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

Role of the Commonwealth

18. The Commonwealth agrees to be responsible for:
- (a) assessing and agreeing to a programme of works with links to agreed outcomes to meet State-specific milestones in consultation with the States;
 - (b) providing a financial contribution to the States to support the implementation of this Agreement;
 - (c) monitoring and assessing the performance in the delivery of the agreed programme of works under this Agreement to ensure outputs are delivered and outcomes are achieved within the agreed timeframe;
 - (d) promoting partnerships with relevant Commonwealth employment and workforce initiatives, such as the Community Development Programme (CDP), to support mobility and increased employment and workforce outcomes for Aboriginal and Torres Strait Islander people from remote areas;
 - (e) where applicable, in accordance with the *Fair Work (Building Industry) Act 2012*, ensuring financial contributions to a building project or projects as defined under the Fair Work (Building Industry – Accreditation Scheme) Regulations 2005, are only made where a builder or builders accredited under the Australian Government Building and Construction WHS Accreditation Scheme is contracted; and
 - (f) ensuring compliance with the Building Code 2013 is a condition of Australian Government funding.

Role of the States and Territory

19. The States agree to be responsible for:
- (a) developing a programme of works, with links to agreed outcomes to meet State-specific milestones;
 - (b) delivering the agreed programme of works;
 - (c) administering and maintaining housing and accommodation delivered under this Agreement;
 - (d) reporting on the delivery of outcomes and outputs as set out in Part 4 – Performance Monitoring and Reporting;
 - (e) where applicable, ensuring 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 including requiring compliance with the National Indigenous Housing Guide; and
 - (f) ensuring compliance with the Building Code 2013 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, and providing the necessary assurances to the Commonwealth.

Shared roles and responsibilities

20. The Commonwealth and the States agree to be jointly responsible for:
- (a) participating in Joint Steering Committees or equivalent committees, and supporting subcommittees. Joint Steering Committees are bilateral governance bodies made up of senior Commonwealth and State officials which make recommendations to relevant Ministers on matters to be agreed under this Agreement, including the programme of works, strategic oversight of the whole of remote Indigenous housing in the relevant State, and reporting requirements;
 - (b) negotiating new or revised Schedules to this Agreement;
 - (c) conducting evaluations and reviews of services and outputs delivered under this Agreement and considering the sustainability of remote housing into the future;
 - (d) identifying strategies and opportunities to support the development and sustainability of the Indigenous community housing sector in remote communities;
 - (e) providing strategic oversight and programme support for the implementation of this Agreement; and
 - (f) working in partnership to engage with CDP providers to maximise the number of job seekers under the CDP.
21. 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.

PART 4 – PERFORMANCE MONITORING AND REPORTING

Performance benchmarks and milestones

22. There are two performance elements under this Agreement: capital and reform as outlined in Tables 1 and 2 below. The Parties agree to meet the performance benchmarks and milestones for payments as specified in State-specific schedules to this Agreement. These will be based on the generic examples in Tables 1 and 2.

Table 1: Capital performance benchmarks and milestones

| Outputs | Performance benchmarks/milestones |
|---|---|
| Delivering new houses and improving the amenity and durability of existing houses in remote communities including through necessary housing-related infrastructure to meet State Government tenancy requirements, delivered where there are high levels of need, available land and secure land tenure, with priority given to communities where there is reformed land tenure (Clause 16 (a)). | Number of new houses and refurbishments delivered in remote communities. |
| Delivering accommodation for Aboriginal and Torres Strait Islander people from remote communities to access when undertaking employment, education and training outside their communities (Clause 16 (b)). | Number of facilities built, acquired or made available for Aboriginal and Torres Strait Islander people from remote communities undertaking employment, education and training. |

Table 2: Reform performance benchmarks and milestones

| Outputs | Performance benchmarks/milestones |
|--|---|
| Improving the effectiveness and sustainability of property and tenancy management systems for Indigenous housing in remote communities (Clause 16 (c)). | <p>Number of properties covered by this Agreement, or other relevant Agreements, managed in accordance with State property and tenancy management systems in remote communities.</p> <p>Improvement against key performance indicators for effective property and tenancy management in remote communities as detailed in the State-specific schedules to this Agreement.</p> |
| Engaging Aboriginal and Torres Strait Islander people, particularly from remote communities, in delivering housing and housing services in remote communities (Clause 16 (d)). | <p>Percentage of work delivered under the Agreement, within set activity period, conducted by Aboriginal and Torres Strait Islander people.</p> <p>Development of a range of CDP housing-related projects for delivery by CDP providers in communities covered by this Agreement.</p> |

| | |
|---|---|
| Engaging Indigenous businesses, particularly from remote communities, to deliver housing and housing services in remote communities (Clause 16 (e)). | Percentage of contracts awarded to Indigenous businesses for activities under the Agreement, within set activity period. |
| Removing barriers to home and land ownership and improving home and land ownership opportunities, as well as access to a range of housing options including affordable and private housing, for Aboriginal and Torres Strait Islander people from remote communities (Clause 16 (f)). | Delivery of agreed projects to remove barriers and provide opportunities to make home and land ownership, as well as a range of housing options including affordable and private housing, more accessible for Aboriginal and Torres Strait Islander people from remote communities. |

23. State-specific performance benchmarks and milestones are set out in Schedules C – F of this Agreement.

Programme of works

24. The programme of works will provide details of how specific works and projects will be delivered and milestones will be met.
25. The Commonwealth Minister with portfolio responsibility for Indigenous housing will:
- (a) agree the programme of works to be reflected in Schedules C – F of this Agreement and any subsequent amendments that affect performance benchmarks and milestones, and associated payments; and
 - (b) specify the types of amendments to the programme of works that may be agreed by the relevant State Joint Steering Committee, provided that those amendments do not affect performance benchmarks and milestones, and associated payments.
26. Commonwealth payments will only be made where performance benchmarks and milestones have been met in accordance with Schedules agreed in writing by the Commonwealth and State Ministers with portfolio responsibility for Indigenous housing.
27. Schedules will be varied by agreement in writing by the Commonwealth and State portfolio Ministers where amendments to the programme of works affect the achievement of outputs, outcomes and payment milestones.

Reporting arrangements

28. The States will report the minimum required to demonstrate that outcomes and outputs have been met, twice a year against the agreed performance benchmarks or milestones during the operation of the Agreement. Progress Reports are expected by 30 April and 31 October each year and will contain minimum information agreed by the relevant State Joint Steering Committee.
29. If a State becomes aware it is at risk of not meeting a performance benchmark or milestone by the required date, it will advise the Commonwealth as soon as possible.
30. The Commonwealth may report publicly on the delivery of outputs and the achievement of outcomes over the life of the Agreement to provide the public with information about the progress of the Agreement.

PART 5 – FINANCIAL ARRANGEMENTS

Financial contributions

31. The Commonwealth will provide an estimated total financial contribution to the States of \$774.131 million in respect of this Agreement. All payments are exclusive of GST.
32. The Commonwealth's funding contribution will not be reduced where the States secure funding from other activity partners.
33. Where a Progress 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.
34. The Commonwealth's 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 3.

Table 3: Estimated financial contributions

| (\$ million) | 2016-17 | 2017-18 | Total |
|--|----------------|----------------|----------------|
| <i>Estimated</i> total budget (1) | 428.456 | 345.675 | 774.131 |
| <i>Estimated</i> National Partnership payment (2) | 428.456 | 345.675 | 774.131 |
| Commonwealth own purpose expense (3) | 0.0 | 0.0 | 0.0 |
| Total Commonwealth contribution (4) = (2) + (3) | 428.456 | 345.675 | 774.131 |
| Balance of non-Commonwealth contributions (5) = (1) – (4) | 0.0 | 0.0 | 0.0 |

Financial risk management

35. Having regard to the agreed estimated costs of projects or reforms 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 projects and reforms cost effectively and efficiently.

PART 6 – GOVERNANCE ARRANGEMENTS

Enforceability of the Agreement

36. 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

37. 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, a review of the Agreement and the previous National Partnership Agreement on Remote Indigenous Housing, will begin in 2016 and be completed at least 12 months prior to its expiry.

38. Subject to the outcomes of the review, if the Parties agree that further funding beyond the term of this Agreement may be required they will also consider this issue when framing their budgets, noting necessary policy and budget authority, including in relation to new policy reforms, are subject to the outcomes of budget processes at both the Commonwealth and State level.

Variation of the Agreement

39. The Agreement may be amended at any time by agreement in writing by all the Parties.
40. 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, for example, 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 affected State-specific schedules, in accordance with clause 39.
41. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all the other Parties in writing.

Delegations

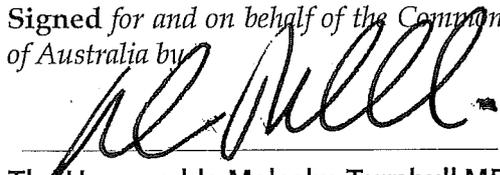
42. The relevant Commonwealth Minister with portfolio responsibility for Indigenous housing is authorised to agree and amend Schedules to this Agreement and to certify that performance benchmarks and milestones specified under this Agreement have been achieved, so that payments may be made.
43. Respective State and Territory Ministers with portfolio responsibility for Indigenous housing are authorised to agree and amend Schedules to this Agreement.
44. The Commonwealth Minister for Indigenous housing 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

45. Any Party may give notice to other Parties of a dispute under this Agreement.
46. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
47. 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 Malcolm Turnbull MP
Prime Minister of the Commonwealth of Australia

[Day] [Month] [Year] **21 APR 2016**

Signed for and on behalf of the State of Queensland by

The Honourable Anastacia Palaszczuk MP
Premier of the State of Queensland

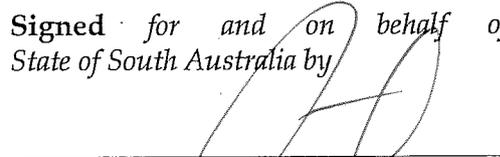
[Day] [Month] [Year]

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

The Honourable Colin Barnett MLA
Premier of the State of Western Australia

[Day] [Month] [Year]

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



The Honourable Jay Weatherill MP
Premier of the State of South Australia

[Day] [Month] [Year]

23 MAY 2016

Signed for and on behalf of the Northern Territory by

The Honourable Adam Giles MLA
Chief Minister of the Northern Territory of Australia

[Day] [Month] [Year]

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

Signed for and on behalf of the Commonwealth of Australia by

The Honourable Malcolm Turnbull MP
Prime Minister of the Commonwealth of Australia

[Day] [Month] [Year]

Signed for and on behalf of the State of Queensland by

The Honourable Annastacia Palaszczuk MP
Premier of the State of Queensland

[Day] [Month] [Year]

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

The Honourable Jay Weatherill MP
Premier of the State of South Australia

[Day] [Month] [Year]

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



The Honourable Colin Barnett MLA
Premier of the State of Western Australia

[Day] [Month] [Year]
29 DEC 2016

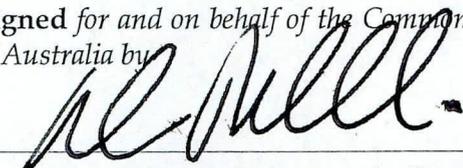
Signed for and on behalf of the Northern Territory by

The Honourable Adam Giles MLA
Chief Minister of the Northern Territory of Australia

[Day] [Month] [Year]

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

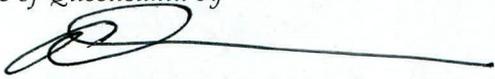
Signed for and on behalf of the Commonwealth
of Australia by



The Honourable Malcolm Turnbull MP
Prime Minister of the Commonwealth of Australia

[Day] [Month] [Year] **21 APR 2016**

Signed for and on behalf of the
State of Queensland by



The Honourable Anastacia Palaszczuk MP
Premier of the State of Queensland

[Day] [Month] [Year]

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

The Honourable Colin Barnett MLA
Premier of the State of Western Australia

[Day] [Month] [Year]

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



The Honourable Jay Weatherill MP
Premier of the State of South Australia

[Day] [Month] [Year]

Signed for and on behalf of the Northern
Territory by

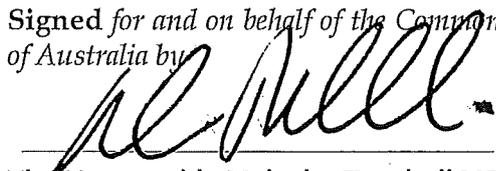


The Honourable Adam Giles MLA
Chief Minister of the Northern Territory of Australia

[Day] [Month] [Year]

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

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



The Honourable Malcolm Turnbull MP
Prime Minister of the Commonwealth of Australia

[Day] [Month] [Year] **21 APR 2016**

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

The Honourable Anastacia Palaszczuk MP
Premier of the State of Queensland

[Day] [Month] [Year]

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

The Honourable Jay Weatherill MP
Premier of the State of South Australia

[Day] [Month] [Year]

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

The Honourable Colin Barnett MLA
Premier of the State of Western Australia

[Day] [Month] [Year]

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

The Honourable Adam Giles MLA
Chief Minister of the Northern Territory of Australia

[Day] [Month] [Year]