

# PROJECT AGREEMENT FOR THE SCHOOL PATHWAYS PROGRAMME

An agreement between:

n the **Commonwealth of Australia**; and

n the **States of**

t Western Australia, and

t South Australia.

The output of this project will be delivery of the School Pathways Programme to help reduce skills shortages in the defence industry.

# Project Agreement for the School Pathways Programme

## 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 delivery of the School Pathways Programme (SPP) to help reduce skills shortages in defence industry by increasing the pool of Science, Technology, Engineering and Mathematics (STEM) educated students and informing Australia's youth about employment opportunities and pathways into the defence industry.

### Reporting Arrangements

3. The States will report annually 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 a total financial contribution to the States of \$3.6 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 of Western Australia and South Australia (the States).

### Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and one other Party has signed and will expire on 30 June 2020 or on completion of the project, including final performance reporting and processing of final payments against milestones, 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 delivery of the SPP to help reduce skills shortages in defence industry by increasing the pool of STEM educated students and informing Australia's youth about employment opportunities and pathways into defence industry through the development and delivery of:

- (a) a suite of activities to:
  - i. increase student awareness of defence industry as an employer of choice;
  - ii. provide secondary students with positive career experiences in defence or allied industries; and
  - iii. support student awareness of and access to pathways into the defence industry sector; and
- (b) student intervention activities and teacher professional development opportunities to:
  - i. enhance STEM capability and education and enterprise skills;
  - ii. enhance student engagement, participation and/or enrolment in STEM; and
  - iii. provide an increased focus on Indigenous and female participation.

## **PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY**

### **Role of the Commonwealth**

- 9. The Commonwealth will be responsible for:
  - (a) monitoring and assessing the State's achievement against milestones in the delivery of the SPP under this Agreement to ensure that outputs are delivered within the agreed timeframe;
  - (b) providing a consequent financial contribution to the States to support the implementation of this Agreement; and
  - (c) providing funding for the annual SPP Forum, including funding for travel and accommodation costs (aligned with Commonwealth travel rates) for attendance by representatives of the States.

### **Role of the States**

- 10. The States will be responsible for:
  - (a) all aspects of delivering the project outputs set out in this Agreement; and
  - (b) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments and the bilateral schedules to this Agreement.

### **Shared roles**

- 11. 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.
- 12. The Parties will participate in the annual SPP Forum with the key objectives of identifying lessons learned, sharing successful approaches to promoting the study of STEM and clarifying career pathways into defence industry. The Parties will agree the time and place of the forum in advance.

13. The Commonwealth will conduct a teleconference Progress Meeting separately with each State every 8 weeks. The relevant State will, within 7 days of completion of the meeting, prepare and send to the Commonwealth minutes reporting significant matters discussed, decisions taken or action items recorded.

## PART 4 – PROJECT MILESTONES, REPORTING AND PAYMENTS

14. Table 1 summarises the milestones 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 subject to the annual performance report demonstrating the relevant milestone has been met.

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

Output	Performance milestones	Report due	Payment
In accordance with clause 8 of this Agreement	Engagement of appropriately qualified staff to facilitate delivery of the SPP.  Develop and commence delivery of a suite of activities for students and for teacher professional development in accordance with clauses 8(a) and 8(b) of this Agreement.	31 January 2018	\$600,000 (SA) \$600,000 (WA)
	Full delivery of activities for students and teacher professional development in accordance with clauses 8(a) and 8(b) of this Agreement.  A 3 to 5 per cent increase in the number of students engaged in or exposed to activities that increase their awareness of defence industry as an employer of choice and support student access to pathways into the sector relative to the 31 December 2016 baseline.  A 3 to 5 per cent increase in the number of students enrolled and completing STEM subjects and qualifications relative to the 31 December 2016 baseline.	30 April 2019	\$600,000 (SA) \$600,000 (WA)
	Continued delivery of activities for students and teacher professional development in accordance with clauses 8(a) and 8(b) of this Agreement.  A 6 to 10 per cent increase in the number of students engaged in or exposed to activities that increase their awareness of defence industry as an employer of choice and support student access to pathways into the sector relative to the 31 December 2016 baseline.  A 6 to 10 per cent increase in the number of students enrolled and completing STEM subjects and qualifications relative to the 31 December 2016 baseline.	30 April 2020	\$600,000 (SA) \$600,000 (WA)

## Reporting arrangements

The States will provide performance reports in accordance with Table 1 during the operation of the Agreement. Each performance report is to contain a description of actual performance in the period to date against the project milestones.

## PART 5 – FINANCIAL ARRANGEMENTS

15. The Commonwealth will provide a combined total financial contribution to the States of \$3.6 million in respect of this Agreement. All payments are GST exclusive.
16. The Commonwealth's funding contribution will not be reduced where the States secure funding from other activity partners.
17. 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 2.

**Table 2: Estimated financial contributions**

(\$ million)	2017-18	2018-19	2019-20	Total
<b>Estimated total budget</b>	<b>1.2</b>	<b>1.2</b>	<b>1.2</b>	<b>3.6</b>
Less estimated National Partnership payments				
Western Australia	0.6	0.6	0.6	1.8
South Australia	0.6	0.6	0.6	1.8
Balance of non-Commonwealth contributions	0.0	0.0	0.0	0.0

18. 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 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

19. 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

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

### Delegations

22. 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

23. Any Party may give notice to other Parties of a dispute under this Agreement.
24. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
25. 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 Christopher Pyne MP**  
Minister for Defence Industry

19/12/2017

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



**The Honourable Susan Close MP**  
Minister for Education and Child Development,  
Minister for Higher Education and Skills

9/12/2017

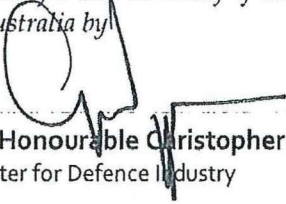
Signed for and on behalf of the  
State of Western Australia by

**The Honourable Suzanne Ellery MLC**  
Minister for Education and Training

2017

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Minister for Defence Industry


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Minister for Education and Child Development,  
Minister for Higher Education and Skills

2017

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The Honourable Suzanne Ellery MLC  
Minister for Education and Training

4/2/18 2017