

# PROJECT AGREEMENT FOR THE REVIEW OF THE NATIONAL REGULATORY SYSTEM FOR COMMUNITY HOUSING (NRSCH)

An agreement between:

- the Commonwealth of Australia; and
- the State of New South Wales.

This Agreement will support the delivery of a range of papers to review the effectiveness of the NRSCH in accordance with terms agreed between the Commonwealth and State and Territory government officials.

# Project Agreement for the Review of the National Regulatory System for Community Housing (NRSCH)

## 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 a range of papers to review the effectiveness of the NRSCH in accordance with terms agreed between the Commonwealth and State and Territory government officials.

### **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 New South Wales of up to \$1,100,000, exclusive of GST, in respect of this Agreement, as set out in Part 5 – Financial Arrangements. The States will contribute matched funding or in-kind contributions to the total value of \$1,100,000, exclusive of GST, in respect of this Agreement.

## 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 State of New South Wales.

### Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and New South Wales sign it and will expire on 31 December 2019 or on completion of the project (whichever is earlier), 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 OUTPUTS

### Outputs

8. The outputs of this Agreement will be a review of the NRSCH, including:
  - (a) a discussion paper to examine the operation and effectiveness of the NRSCH;
  - (b) a scoping paper on the current and future data reporting needs of the NRSCH as accepted by the registrars forum;
  - (c) a recommendations paper canvassing data reporting improvements;
  - (d) an options paper on the operation and effectiveness of the NRSCH.
  - (e) A final report on the operation and effectiveness of the NRSCH; and
  - (f) A final report on data reporting improvements.

## PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

### Role of the Commonwealth

9. The Commonwealth will be responsible for:
  - (a) monitoring and assessing achievements against milestones in the delivery of the Review of the NRSCH under this Agreement to ensure that outputs are delivered within the agreed timeframe; and
  - (b) providing a consequent financial contribution to NSW.

## Role of NSW

10. NSW will be responsible for:
  - (a) providing, with the assistance of other states and territories, financial or in-kind contributions to the total value of \$1,100,000, exclusive of GST, such as facilities and staff to facilitate public consultation, to support the implementation of this Agreement;
  - (b) all aspects of delivering on the project outputs set out in this agreement; and
  - (c) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments.

## 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.

## PART 4 – PROJECT MILESTONES, REPORTING AND PAYMENTS

12. 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 performance report demonstrating the relevant milestone has been met.

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

Outputs	Performance milestones	Report due	Payment
Consistent with Clause 8(a), a discussion paper assessing the operation and effectiveness of the NRSCH	Discussion Paper released for public consultation	31/1/2019	\$400,000
Consistent with Clause 8(b), a Scoping Paper on the current and future data reporting needs of the NRSCH	Scoping paper on the current and future data reporting needs of the NRSCH accepted by the Registrar’s Forum, through the NRSCH Secretariat	31/1/2019	\$400,000
A recommendations paper canvassing data reporting improvements (see Clause 8(c))	Recommendations paper approved by the Registrars Forum, through the NRSCH Secretariat, and released for public consultation	31/7/2019	\$100,000
An options paper on the operation and effectiveness of the NRSCH (see clause 8(d))	Options Paper released for public consultation	31/7/2019	\$100,000
A final report on the operation and effectiveness of the NRSCH (see clause 8(e))	Provision of the final report to HHSON	31/12/2019	\$50,000
A final report on data reporting improvements (see clause 8(f))	The provision of a final report to the Registrar’s Forum provided through the NRSCH Secretariat	31/12/2019	\$50,000

13. If a milestone is met in advance of the due date, where the relevant performance report demonstrates that 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. NSW 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 an estimated total financial contribution to NSW of \$1,100,000 in respect of this Agreement. All payments are GST exclusive.
16. The Commonwealth's funding contribution will not be reduced where NSW secures funding from other activity partners.
17. The Commonwealth's and NSW's 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**

(\$)	2018-19	2019-20	Total
<b>Estimated total budget</b>	<b>1,600,000</b>	<b>600,000</b>	<b>2,200,000</b>
Estimated National Partnership Payments	800,000	300,000	1,100,000
Estimated financial or in-kind New South Wales contributions*	800,000	300,000	1,100,000

\*In kind contributions may contribute to the total NSW contribution. Financial or in-kind contributions from other states may also contribute to the total NSW contribution for the purposes of Clauses 18 and 19.

18. NSW is required to provide, or obtain from other State and Territory jurisdictions, financial or in kind contributions such as staff resources and consultation venues, to the total value of \$1,100,000, exclusive of GST to facilitate the Review.
19. Where NSW is unable to provide the required amount of financial or in-kind contributions for the outputs at Clauses 8(a), 8(d), and 8(e), the Commonwealth may reduce its financial contribution related to these performance milestones by a corresponding amount.
20. Where NSW, through the NRSCH Secretariat, is unable to provide the required amount of financial or in-kind contributions for the outputs at Clauses 8(b), 8(c), and 8(f), the Commonwealth may reduce its financial contribution related to these performance milestones by a corresponding amount.

## PART 6 – GOVERNANCE ARRANGEMENTS

### Enforceability of the Agreement

21. 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

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

## Delegations

24. 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

25. Either Party may give notice to the other Party of a dispute under this Agreement.
26. Officials of the Parties will attempt to resolve any dispute in the first instance.
27. 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*

A handwritten signature in blue ink, appearing to read 'P M Fletcher', written over a horizontal dashed line.

**The Honourable Paul Fletcher MP**  
Minister for Families and Social Services

4 / 11 / 18  
[Day] [Month] [Year]

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

**The Honourable Pru Goward MP**  
Minister for Social Housing

[Day] [Month] [Year]



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

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Minister for Social Housing

[Day] [Month] [Year]

4/12/18