

# PROJECT AGREEMENT FOR FAMILY LAW INFORMATION SHARING

An agreement between:

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

The output of this project will be the placement of State and Territory officials at family law courts across Australia, to improve information sharing and responses to family safety concerns.

# Project Agreement for Family Law Information Sharing

## 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 provide seed funding to trial the placement of State and Territory (state) officials at family law court locations across Australia, to improve collaboration and the sharing of information between the federal family law system, and state agencies responsible for family safety and the welfare of children.
3. By improving the exchange of relevant information, the co-location of state officials in the family law courts is intended to enhance the identification and management of family safety risks.
4. The Parties anticipate that the establishment and operation of co-located officials will improve the timeliness and quality of information shared between the family law courts and state agencies and facilitate more collaborative inter-jurisdictional working arrangements.

### Reporting Arrangements

5. States will report annually against the agreed milestones during the operation of the Agreement, as set out in Part 4 – Project Milestones, Reporting and Payment, as well as the Schedules to the Agreement.

### Financial Arrangements

6. The Commonwealth will provide an estimated total financial contribution to the states of \$8.4 million (GST exclusive) in respect of this Agreement, as set out in Part 5 – Financial Arrangements, with details contained in the Schedules to the Agreement.

## PART 1 – FORMALITIES

7. This Agreement, including its Schedules, constitutes the entire agreement for this project.

### Parties to this Agreement

8. This Agreement is between the Commonwealth of Australia (the Commonwealth) and all states, with the exception of the Northern Territory.

### Term of the Agreement

9. This Agreement will commence as soon as the Commonwealth and one other Party sign it and will expire on 30 June 2022 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 OUTPUTS

### Outputs

10. The outputs of this Agreement will be the establishment of co-located state child protection and policing officials at, or around, agreed family law court locations. The co-located officials will perform a range of functions to enhance information sharing and collaboration between the family law courts and state agencies.

## PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

### Role of the Commonwealth

11. The Commonwealth will be responsible for:
  - (a) monitoring and assessing achievement against milestones for the establishment and ongoing delivery of the role performed by co-located officials under this Agreement, to ensure that the outputs are delivered within the agreed timeframes;
  - (b) providing a consequent financial contribution to the states to support implementation of the Agreement;
  - (c) planning and financing an independent evaluation of the impact and outcomes achieved through the co-location of state officials in the family law courts;
  - (d) consulting with the states and the family law courts in planning the independent evaluation of the Agreement; and
  - (e) providing the evaluation report to the states for their consideration and feedback prior to its finalisation and any public release of the evaluation results.

### Role of the States

12. The states will be responsible for:
  - (a) administering Commonwealth funding for the delivery of the project outputs set out in Part 2 – Project Outputs and the Schedules to this Agreement;
  - (b) monitoring and oversight of the co-located officials established pursuant to this Agreement;
  - (c) reporting to the Commonwealth on the delivery of the outputs, as set out in Part 4 – Project Milestones, Reporting and Payments and the Schedules to the Agreement; and
  - (d) participating in the planning for, and implementation of, an independent evaluation of the impact and outcomes achieved through the co-location of state officials in the family law courts.

### Shared roles

13. The Parties share the following roles and responsibilities:
  - (a) developing and agreeing Schedules to this Agreement which set out project outputs and the associated milestones, reporting and payment arrangements in accordance with Part 4 – Project Milestones, Reporting and Payments;

- (b) meeting at least annually to discuss the operation of the Agreement and to share best practice across Australia;
- (c) meeting the requirements of Clause 26 of *Schedule E – National Policy and Reform Objectives* 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

- 14. The milestones for the project, their relationship to the outputs, expected completion dates, relevant reporting dates and expected payments to be made are set out in Schedules to the Agreement. The Commonwealth will make payments subject to the performance reports demonstrating the relevant milestones have been met.
- 15. 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

- 16. The states will provide annual performance reports in accordance with the Schedules 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, and provide an update on activities undertaken.
- 17. Progress reports will not be published however a consolidated summary of overall progress may be released periodically. Any reports will be de-identified and the Commonwealth will advise the states prior to releasing any summaries of the progress reports.

## PART 5 – FINANCIAL ARRANGEMENTS

- 18. The Commonwealth will provide an estimated financial contribution to the states of \$8.4 million in respect to this Agreement, as shown in **Table 1**. All payments are GST exclusive.

**Table 1: Commonwealth’s funding contributions**

(\$ million)	2019-20	2020-21	2021-22	Total
<b>Estimated total budget</b>	2.749	2.793	2.835	8.377
Child protection	2.078	2.112	2.144	6.334
Police	0.671	0.681	0.691	2.043
Less estimated National Partnership Payments	2.749	2.793	2.835	8.377
Balance of non-Commonwealth contributions	0.0	0.0	0.0	0.0

- 19. The Commonwealth’s funding contributions will not be reduced where the states secure funding from other activity partners.

20. The Commonwealth's and the states' estimated financial contributions to the operation of this Agreement, including through National Partnership payments to the states are to be paid in accordance with *Schedule D – Payment Arrangements* of the IGA FFR, as shown in **Table 3** of Schedule A and Schedule B.
21. 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**

22. 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**

23. This Agreement may be amended at any time by agreement in writing by all the Parties.
24. The Schedules to this Agreement may be amended at any time by agreement in writing by the responsible Commonwealth and state portfolio ministers.
25. A Party to this Agreement may terminate their participation in the Agreement at any time by notifying all Parties in writing.

### **Delegations**

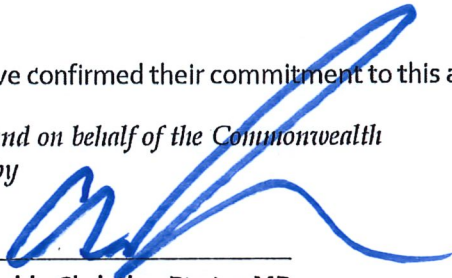
26. The Commonwealth Minister may delegate the assessment of performance against milestones and the authorisation of related project payments to senior Commonwealth officials, having regard to the financial and policy risks associated with those payments.

### **Dispute resolution**

27. Any Party may give notice to other Parties of a dispute under this Agreement.
28. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
29. 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 Christian Porter MP  
Commonwealth Attorney-General

[Day] [Month] [Year]

11. 01. 2020

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

The Honourable Mark Speakman SC, MP  
Attorney General for New South Wales

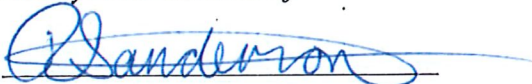
[Day] [Month] [Year]

Signed for and on behalf of the  
State of Queensland by

The Honourable Dianne (Di) Farmer MP  
Minister for Child Safety, Youth and Women

[Day] [Month] [Year]

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



The Honourable Rachel Sanderson MP  
Minister for Child Protection

[Day] [Month] [Year]

7/11/2020

Signed for and on behalf of the  
State of Tasmania by

The Honourable Elise Archer MP  
Attorney-General of Tasmania

[Day] [Month] [Year]

Signed for and on behalf of the  
State of Victoria by

The Honourable Luke Donnellan MP  
Minister for Child Protection

[Day] [Month] [Year]

Signed for and on behalf of the  
State of Queensland by

The Honourable Mark Ryan MP  
Minister for Police

[Day] [Month] [Year]

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

The Honourable John Robert Quigley MLA  
Attorney-General of Western Australia

[Day] [Month] [Year]

Signed for and on behalf of the Australian  
Capital Territory by

Gordon Ramsay MLA  
Attorney-General of the Australian Capital Territory

[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*

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**The Honourable Christian Porter MP**  
Commonwealth Attorney-General

[Day] [Month] [Year]

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

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**The Honourable Mark Speakman SC, MP**  
Attorney General for New South Wales

[Day] [Month] [Year]

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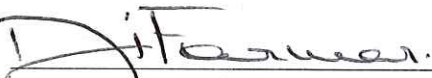
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**The Honourable Luke Donnellan MP**  
Minister for Child Protection

[Day] [Month] [Year]

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

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**The Honourable Dianne (Di) Farmer MP**  
Minister for Child Safety, Youth and Women

[Day] [Month] [Year]

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Minister for Police

[Day] [Month] [Year]

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**The Honourable Rachel Sanderson MP**  
Minister for Child Protection

[Day] [Month] [Year]

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

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**The Honourable John Robert Quigley MLA**  
Attorney-General of Western Australia

[Day] [Month] [Year]

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

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**The Honourable Elise Archer MP**  
Attorney-General of Tasmania

[Day] [Month] [Year]

*Signed for and on behalf of the Australian Capital Territory by*

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**Gordon Ramsay MLA**  
Attorney-General of the Australian Capital Territory

[Day] [Month] [Year]

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Commonwealth Attorney-General

[Day] [Month] [Year]

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**The Honourable Mark Speakman SC, MP**

Attorney General for New South Wales

[Day] [Month] [Year]

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

**The Honourable Dianne (Di) Farmer MP**

Minister for Child Safety, Youth and Women

[Day] [Month] [Year]

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

**The Honourable Rachel Sanderson MP**

Minister for Child Protection

[Day] [Month] [Year]

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

**The Honourable Elise Archer MP**

Attorney-General of Tasmania

[Day] [Month] [Year]

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**The Honourable Luke Donnellan MP**

Minister for Child Protection

[Day] [Month] [Year]

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Minister for Police

[Day] [Month] [Year]

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**The Honourable John Robert Quigley MLA**

Attorney-General of Western Australia

[Day] [Month] [Year]

*Signed for and on behalf of the Australian Capital Territory by*

**Gordon Ramsay MLA**

Attorney-General of the Australian Capital Territory

[Day] [Month] [Year]



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**The Honourable Christian Porter MP**  
Commonwealth Attorney-General

[Day] [Month] [Year]

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

\_\_\_\_\_  
**The Honourable Mark Speakman SC, MP**  
Attorney General for New South Wales

[Day] [Month] [Year]

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

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**The Honourable Dianne (Di) Farmer MP**  
Minister for Child Safety, Youth and Women

[Day] [Month] [Year]

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

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**The Honourable Rachel Sanderson MP**  
Minister for Child Protection

[Day] [Month] [Year]

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

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**The Honourable Elise Archer MP**  
Attorney-General of Tasmania

[Day] [Month] [Year]

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

\_\_\_\_\_  
**The Honourable Luke Donnellan MP**  
Minister for Child Protection

[Day] [Month] [Year]

17/12/2019

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

\_\_\_\_\_  
**The Honourable Mark Ryan MP**  
Minister for Police

[Day] [Month] [Year]

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

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**The Honourable John Robert Quigley MLA**  
Attorney-General of Western Australia

[Day] [Month] [Year]

*Signed for and on behalf of the Australian Capital Territory by*

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**Gordon Ramsay MLA**  
Attorney-General of the Australian Capital Territory

[Day] [Month] [Year]