

PROJECT AGREEMENT FOR FAMILY ADVOCACY AND SUPPORT SERVICES

An agreement between:

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

The output of this project will be the operation of Family Advocacy and Support Services by legal aid commissions at selected family law court registries and other locations across Australia.

Project Agreement for Family Advocacy and Support Services

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 Family Advocacy and Support Services by legal aid commissions in each state and territory, and is additional to the funding and services provided under the *National Partnership Agreement on Legal Assistance Services 2015-2020*.

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 an estimated total financial contribution to the States of \$9.742 million 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 and Territories (the States).

Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and one other Party sign it and will expire on 30 June 2020, including reporting and processing of the payment against the milestone, unless terminated earlier or extended as agreed in writing by the Parties.

PART 2 – PROJECT OUTPUT

Output

8. The output of this Agreement is the operation of Family Advocacy and Support Services at the agreed family law court registries and other locations set out in Table 1.

9. Family Advocacy and Support Services will be based, and wherever possible, primarily delivered, at the locations in Table 1. This does not preclude elements of the services from being delivered at other locations, such as the offices of legal aid commissions or partner organisations.
10. Family Advocacy and Support Services will provide integrated duty lawyer and family violence support services including:
 - (a) support for families affected by family violence with matters before the family law courts;
 - (b) legal advice and support to assist clients to engage with family law court processes safely;
 - (c) preparing notices of risk and applications to assist the court to make evidence-based and safe decisions;
 - (d) trauma-informed and high quality social support services delivered by appropriately qualified personnel, so that clients' non-legal issues, particularly where they elevate the risk of family violence, are identified and responded to alongside legal issues;
 - (e) dedicated men's support workers who will work with male victims and alleged male perpetrators to access appropriate support services including parenting programs and men's behavioural change programs;
 - (f) assisting families to transition between, and manage matters across, the Commonwealth family law, state family violence and state child protection jurisdictions; and
 - (g) unless it is not possible, partnering with established providers of specialist domestic violence services to deliver the social support services.

Table 1: Agreed locations for the Family Advocacy and Support Services

Jurisdiction	Service locations
NSW	Sydney Family Law Courts Registry Parramatta Family Law Courts Registry Newcastle Family Law Courts Registry Wollongong Family Law Courts Registry
Victoria	Melbourne Family Law Courts Registry Dandenong Family Law Courts Registry
Queensland	Brisbane Family Law Courts Registry Cairns Family Law Courts Registry Townsville Family Law Courts Registry
Western Australia	Family Law Court of Western Australia, Perth Family Law Court of Western Australia – Albany, Broome, Bunbury, Geraldton, Kalgoorlie and Newman country circuits
South Australia	Adelaide Family Law Courts Registry Family Law Courts – Mount Gambier circuit
Tasmania	Hobart Family Law Courts Registry Launceston Family Law Courts Registry Family Law Courts – Burnie circuit
Australian Capital Territory	Canberra Family Law Courts Registry

Northern Territory	Northern Territory Local Court - Darwin Northern Territory Local Court - Katherine Darwin Federal Circuit Court Registry
--------------------	--

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 one milestone in the delivery of the Family Advocacy and Support Services under this Agreement to ensure that the output is being delivered within the agreed timeframe; and
 - (b) providing a financial contribution to the States to support the delivery of the Family Advocacy and Support Services under this Agreement.

Role of the States and Territories

12. The States will be responsible for:
 - (a) administering Commonwealth funding for the delivery of the project output set out in Part 2 of this Agreement by legal aid commissions;
 - (b) monitoring and assessing the delivery of the Family Advocacy and Support Services by legal aid commissions under this Agreement;
 - (c) ensuring dedicated men's social support workers are provided in all Family Advocacy and Support Service registry and circuit locations; and
 - (d) reporting to the Commonwealth on the delivery of output as set out in Part 4 – Project Milestones, Reporting and Payments.

Shared roles

13. The Parties share the following roles and responsibilities:
 - (a) meeting 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

14. Table 2 summarises the milestones for the project, their relationship to the outputs, expected completion dates, relevant reporting date and expected payment to be made. The Commonwealth will make payments subject to the performance report demonstrating the relevant milestone has been met.

Table 2: Performance requirements, reporting and payment summary

Output	Report	Report due	Payment
The operation of Family Advocacy and Support Services by legal aid commissions at agreed family law court registries and other locations	Operation of the Family Advocacy and Support Services from 1 July 2019 to 31 January 2020.*	31 March 2020	100 per cent of State's 2019-20 allocation

*the dedicated men's support worker may not be operational by 1 July 2019 but should commence as soon as possible following execution of the Agreement and procurement for the role.

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 a performance report in accordance with Table 2 during the operation of the Agreement.
17. The performance report relating to the operation of the Family Advocacy and Support Services for the prescribed reporting period is to contain the following information:
- an update on the status of the Family Advocacy and Support Services, including the service approach being employed by the legal aid commission and any collaborative arrangements;
 - an update on the engagement of a dedicated men's support worker, the nature of their work, their utilisation in the program, the number of referrals made and a de-identified case study that demonstrates the outcomes achieved by the dedicated men's support worker;
 - the number of duty lawyer services delivered at each agreed service location, during the relevant reporting period;
 - the number of non-legal support services delivered by the Family Advocacy and Support Services by service location during the relevant reporting period; and
 - one de-identified case study that demonstrates the outcomes achieved by the Family Advocacy and Support Services for a client or family affected by family violence.
18. A final performance report relating to the operation of the Family Advocacy and Support Services for the 1 February 2020 to 30 June 2020 period will be provided by 30 September 2020.
19. Performance reporting under this Agreement may be submitted by States together with the reporting required under Part 4 of the *National Partnership Agreement on Legal Assistance Services 2015-2020*.

PART 5 – FINANCIAL ARRANGEMENTS

20. The Commonwealth will provide an estimated total financial contribution to the States of \$9.742million in respect of this Agreement. All payments are GST exclusive.

21. The Commonwealth's funding contribution will not be reduced where the States secure funding from other activity partners.
22. The Commonwealth'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 3.

Table 3: Estimated financial contributions

(\$ million)	Extension of service 2019-20	Providing dedicated men's support workers 2019-20	Total
Estimated total budget(a)	7.170	2.572	9.742
New South Wales	1.710	0.577	2.287
Victoria	1.274	0.367	1.641
Queensland	1.140	0.247	1.387
Western Australia	0.674	0.334	1.008
South Australia	0.627	0.208	0.835
Tasmania	0.622	0.384	1.006
Australian Capital Territory	0.570	0.160	0.730
Northern Territory	0.552	0.295	0.847
Less estimated National Partnership payments	7.170	2.572	9.742
Balance of non-Commonwealth contributions	0.000	0.000	0.000

^(a) Figures may not add due to rounding.

23. Having regard to the agreed estimated costs of projects specified in this 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 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

24. 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

25. The Agreement may be amended at any time by agreement in writing by all the Parties.
26. Table 1 may be amended at any time by agreement in writing by the relevant Parties.

27. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all other Parties in writing.

Delegations

28. The Commonwealth Attorney-General may delegate the assessment of performance against the milestone 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

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

Interpretation

32. For the purposes of this Agreement:
 - (a) *Duty lawyer services* means legal services provided by a lawyer to a user, or potential user, of the Family Court, Federal Circuit Court or Family Law Court of Western Australia. Duty lawyer services may be provided at the court or at another location near to the court.

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]



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

The Honourable Mark Speakman SC MP
Attorney General of New South Wales
[Day] [Month] [Year]

Signed for and on behalf of the State of Victoria by

The Honourable Jill Hennessy MP
Attorney-General of Victoria
[Day] [Month] [Year]

Signed for and on behalf of the State of Queensland by

The Honourable Yvette D'Ath MP
Attorney-General of Queensland
[Day] [Month] [Year]

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

The Honourable John Quigley MLA
Attorney General of Western Australia
[Day] [Month] [Year]

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

The Honourable Vickie Chapman MP
Attorney-General of South Australia
[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]

Signed for and on behalf of the Australian Capital Territory by

Gordon Ramsay MLA
Attorney-General of the Australian Capital Territory
[Day] [Month] [Year]

Signed for and on behalf of the Northern Territory by

Natasha
The Honourable Natasha Fyles MLA
Attorney-General of the Northern Territory
[Day] [Month] [Year]

27 AUG 2019

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]

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



The Honourable Mark Speakman SC MP
Attorney General of New South Wales

21-10-2019
[Day] [Month] [Year]

Signed for and on behalf of the State of Victoria by

The Honourable Jill Hennessy MP
Attorney-General of Victoria

[Day] [Month] [Year]

Signed for and on behalf of the State of Queensland by

The Honourable Yvette D'Ath MP
Attorney-General of Queensland

[Day] [Month] [Year]

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

The Honourable Vickie Chapman MP
Attorney-General of South 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]

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

The Honourable John Quigley MLA
Attorney General of Western Australia

[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]

Signed for and on behalf of the Northern Territory by

The Honourable Natasha Fyles MLA
Attorney-General of the Northern 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

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 of New South Wales

[Day] [Month] [Year]

Signed for and on behalf of the State of Queensland by


The Honourable Yvette D'Ath MP
Attorney-General of Queensland

[Day] [Month] [Year]

25 10 2019

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

The Honourable Vickie Chapman MP
Attorney-General of South 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]

Signed for and on behalf of the State of Victoria by

The Honourable Jill Hennessy MP
Attorney-General of Victoria

[Day] [Month] [Year]

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

The Honourable John Quigley MLA
Attorney General of Western Australia

[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]

Signed for and on behalf of the Northern Territory by

The Honourable Natasha Fyles MLA
Attorney-General of the Northern 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

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 of New South Wales

[Day] [Month] [Year]

Signed for and on behalf of the State of Queensland by

The Honourable Yvette D'Ath MP

Attorney-General of Queensland

[Day] [Month] [Year]

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

The Honourable Vickie Chapman MP

Attorney-General of South 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]

Signed for and on behalf of the State of Victoria by

The Honourable Jill Hennessy MP

Attorney-General of Victoria

[Day] [Month] [Year]

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

The Honourable John Quigley MLA

Attorney General of Western Australia

[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]

Signed for and on behalf of the Northern Territory by

The Honourable Natasha Fyles MLA

Attorney-General of the Northern 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

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 of New South Wales

[Day] [Month] [Year]

Signed for and on behalf of the State of Queensland by

The Honourable Yvette D'Ath MP
Attorney-General of Queensland

[Day] [Month] [Year]

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

The Honourable Vickie Chapman MP
Attorney-General of South 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]

Signed for and on behalf of the State of Victoria by

The Honourable Jill Hennessy MP
Attorney-General of Victoria

[Day] [Month] [Year]

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

The Honourable John Quigley MLA
Attorney General of Western Australia

[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]

6 / 9 / 19

Signed for and on behalf of the Northern Territory by

The Honourable Natasha Fyles MLA
Attorney-General of the Northern 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

The Honourable Christian Porter MP
Commonwealth Attorney-General

[Day] [Month] [Year]

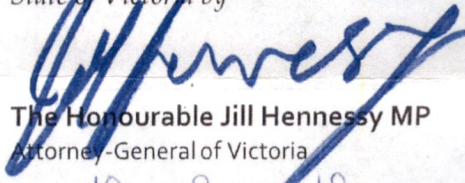
Signed for and on behalf of the State of New South Wales by

The Honourable Mark Speakman SC MP
Attorney General of New South Wales

[Day] [Month] [Year]

Signed for and on behalf of the State of Victoria by

The Honourable Jill Hennessy MP
Attorney-General of Victoria


10 / 9 / 19
[Day] [Month] [Year]

Signed for and on behalf of the State of Queensland by

The Honourable Yvette D'Ath MP
Attorney-General of Queensland

[Day] [Month] [Year]

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

The Honourable John Quigley MLA
Attorney General of Western Australia

[Day] [Month] [Year]

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

The Honourable Vickie Chapman MP
Attorney-General of South Australia

[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]

Signed for and on behalf of the Australian Capital Territory by

Gordon Ramsay MLA
Attorney-General of the Australian Capital Territory

[Day] [Month] [Year]

Signed for and on behalf of the Northern Territory by

The Honourable Natasha Fyles MLA
Attorney-General of the Northern 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

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 of New South Wales

[Day] [Month] [Year]

Signed for and on behalf of the State of Queensland by

The Honourable Yvette D'Ath MP
Attorney-General of Queensland

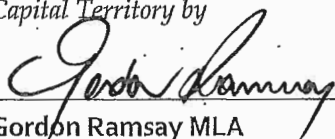
[Day] [Month] [Year]

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

The Honourable Vickie Chapman MP
Attorney-General of South 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]

27 Nov 2019

Signed for and on behalf of the State of Victoria by

The Honourable Jill Hennessy MP
Attorney-General of Victoria

[Day] [Month] [Year]

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

The Honourable John Quigley MLA
Attorney General of Western Australia

[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]

Signed for and on behalf of the Northern Territory by

The Honourable Natasha Fyles MLA
Attorney-General of the Northern 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

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 of New South Wales

[Day] [Month] [Year]

Signed for and on behalf of the State of Queensland by

The Honourable Yvette D'Ath MP
Attorney-General of Queensland

[Day] [Month] [Year]

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

The Honourable Vickie Chapman MP
Attorney-General of South 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]

Signed for and on behalf of the State of Victoria by

The Honourable Jill Hennessy MP
Attorney-General of Victoria

[Day] [Month] [Year]

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

The Honourable John Quigley MLA
Attorney General of Western Australia

[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]

Signed for and on behalf of the Northern Territory by

The Honourable Natasha Fyles MLA
Attorney-General of the Northern Territory

[Day] [Month] [Year]