

PROJECT AGREEMENT ON HEALTHCARE AND DISEASE PREVENTION IN THE TORRES STRAIT ISLANDS

An agreement between:

- n the Commonwealth of Australia; and
- n Queensland.

This agreement will support the delivery of healthcare and disease prevention projects in the Torres Strait Islands.

Project Agreement on Healthcare and Disease Prevention in the Torres Strait Islands

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 healthcare and disease prevention projects in the Torres Strait Islands. The outputs of individual projects are set out in Schedules to this Agreement ('Schedules').

Reporting Arrangements

3. Queensland will report against agreed milestones during the operation of this Agreement, as set out in Part 4 – Milestones, Reporting and Payments and in the Schedules to this Agreement.

Financial Arrangements

4. The Commonwealth will provide an estimated total financial contribution to Queensland of \$26.522 million, exclusive of GST, in respect of this Agreement, as set out in Part 5 – Financial Arrangements and in the Schedules to this Agreement.

PART 1 – FORMALITIES

5. This Agreement constitutes the entire agreement for this project. Arrangements for agreed projects are set out in Schedules to this Agreement.

Parties to this Agreement

6. This Agreement is between the Commonwealth of Australia (the Commonwealth) and Queensland.

Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and Queensland sign it and will expire when all the Schedules expire, or on completion of the projects, including final

performance reporting and processing of final payments against milestones, unless terminated earlier in writing.

PART 2 – OUTPUTS

8. The outputs of this agreement will be healthcare and disease prevention projects in the Torres Strait Islands.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

Role of the Commonwealth

9. The Commonwealth will be responsible for:
 - (a) monitoring and assessing achievement against milestones set out in Schedules to this Agreement to ensure that outputs are delivered within the agreed timeframe; and
 - (b) providing a consequent financial contribution to Queensland to support the implementation of this Agreement, as set out in Schedules to this Agreement.

Role of Queensland

10. Queensland will be responsible for:
 - (a) where relevant, providing an in-kind contribution to support the implementation of this Agreement;
 - (b) all aspects of delivering on outputs set out in Schedules to this Agreement; and
 - (c) reporting on the delivery of outputs set out in the Schedules to this Agreement.

Shared roles

11. The Commonwealth and Queensland will:
 - (a) be jointly responsible for developing and agreeing Schedules which set out agreed projects and associated milestones, reporting and payment arrangements in accordance with clause 12 of this Agreement; and
 - (b) 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 – MILESTONES, REPORTING AND PAYMENTS

12. Milestones, their relationship to the projects, agreed completion dates, relevant reporting dates and expected payments will be set out in the Schedules to this Agreement. The Commonwealth will make payments subject to performance reports demonstrating that relevant milestones have been met.
13. If a milestone is met in advance of the due date and the relevant performance report demonstrates that the milestone has been met, the Commonwealth may make the associated

payment earlier than scheduled, provided that it falls within the same financial year as the original payment date.

Reporting arrangements

14. Queensland will provide performance reports for projects agreed under the relevant Schedules during the operation of this 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 Queensland of \$26.522 million in respect of this Agreement. All payments are GST exclusive.
16. The Commonwealth's funding contribution will not be reduced where Queensland secures funding from other activity partners.
17. The Commonwealth's and Queensland's estimated financial contribution to the operation of this Agreement, including through National Partnership payments to Queensland paid in accordance with *Schedule D – Payment Arrangements* of the IGA FFR, are shown in Table 1.

Table 1: Estimated financial contributions

(\$ million)	2016-17	2017-18	2018-19	2019-20	Total
Estimated total budget	5.773	6.829	6.914	7.006	26.522
Less estimated National Partnership Payments ^(a)	5.773	6.829	6.914	7.006	26.522
Balance of non-Commonwealth contributions	0.00	0.00	0.00	0.00	0.00

^(a) Estimated National Partnership Payments for each project are set out in the Schedules to this Agreement.

18. Having regard to the agreed estimated costs of projects specified in this Schedule, Queensland 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, Queensland bears all risk should the costs of a project exceed the agreed estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for Queensland 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 and its Schedules may be amended at any time by agreement in writing by both the Parties.
21. Either Party to the Agreement may terminate their participation in the Agreement at any time by notifying the other Party 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.

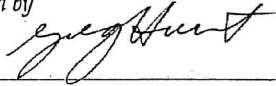
Dispute resolution

23. Either Party may give notice to the other Party of a dispute under this Agreement.
24. Officials of both 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.

Project Agreement on Healthcare and Disease Prevention in the Torres Strait Islands – Schedule C

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

Signed for and on behalf of the Commonwealth
of Australia by



The Honourable Greg Hunt MP

Minister for Health

[Day] [Month] [Year]

14 September 2017

Signed for and on behalf of the
State of Queensland by



The Honourable Yvette D'Ath MP

Acting Minister for Health

29/6/2017