

# PROJECT AGREEMENT FOR SUICIDE PREVENTION

An agreement between:

- t the Commonwealth of Australia and
- t the States and Territories, being
  - w New South Wales,
  - w Victoria,
  - w Tasmania, and
  - w the Australian Capital Territory.

The output of this project will be the delivery of infrastructure projects to prevent suicides at suicide hotspots.

# Project Agreement for Suicide Prevention

## 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 infrastructure projects to prevent suicides at suicide hotspots. Projects may include the installation of physical barriers and signage that encourages people to seek help.

### Reporting Arrangements

3. The States and Territories 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 million, exclusive of GST, in respect of this agreement, as set out in Part 5 – Financial Arrangements.

## PART 1 – FORMALITIES

### Parties to this Agreement

5. This Agreement is between the Commonwealth of Australia (the Commonwealth) and the States and Territories (the States).

### Term of the Agreement

6. This Agreement will commence as soon as the Commonwealth and one other Party sign it 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

7. The output of this Agreement will be the delivery of infrastructure such as barriers, fencing and lighting that aims to reduce the incidence of suicide and self-harm at identified suicide hotspots on public land.

## PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

### Role of the Commonwealth

8. The Commonwealth will be responsible for:
  - (a) monitoring and assessing achievement against milestones in the delivery of infrastructure projects to prevent suicides under this Agreement to ensure that outputs are delivered within the agreed timeframe; and
  - (b) providing a consequent financial contribution to the States to support the implementation of this Agreement.

### Role of the States and Territories

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

### Shared roles

10. The Commonwealth and the States will be responsible for:
  - (a) developing and agreeing bilateral schedules to this Agreement, setting out project milestones, their relationship to the output, expected completion dates, relevant reporting dates and expected payments to be made; and
  - (b) 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

11. The project milestones, their relationship to the output, expected completion dates, relevant reporting dates and expected payments to be made will be set out in bilateral schedules to this Agreement. The Commonwealth will make payments subject to the annual performance report demonstrating the relevant milestone has been met.
12. 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

13. The States will provide performance reports in accordance with the bilateral 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.

## PART 5 – FINANCIAL ARRANGEMENTS

14. The Commonwealth will provide an estimated total financial contribution to the States of \$9.0 million in respect of this Agreement. All payments are GST exclusive.
15. The Commonwealth's funding contribution will not be reduced where the States secure funding from other activity partners.
16. 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 1.

**Table 1: Estimated financial contributions**

(\$ million)	2017-18	2018-19	2019-20	Total
<b>Estimated total budget</b>	3.4	4.4	4.6	12.4
Less estimated National Partnership Payments	<b>3.0</b>	<b>3.0</b>	<b>3.0</b>	<b>9.0</b>
Balance of non-Commonwealth contributions	0.4	1.4	1.6	3.4

17. 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

18. 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

19. The Agreement may be amended at any time by agreement in writing by all the Parties.
20. Bilateral schedules to this Agreement that have no impact on other Parties may be amended at any time by agreement in writing by the relevant Commonwealth and State portfolio ministers.
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.

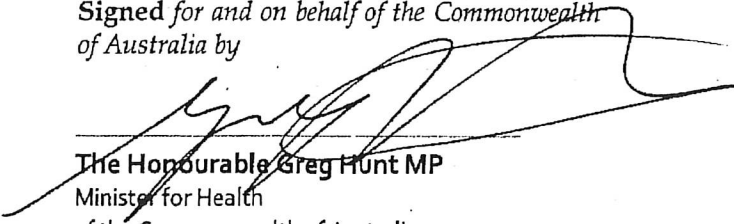
### Dispute resolution

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 Greg Hunt MP**  
Minister for Health  
of the Commonwealth of Australia

13 AUGUST  
June 2018

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

**The Honourable Brad Hazzard MP**  
Minister for Health

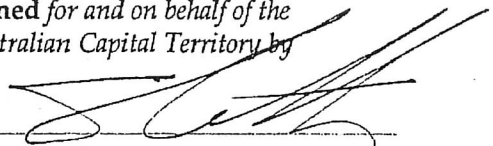
June 2018

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

**The Honourable Jacinta Allan MP**  
Minister for Public Transport

June 2018

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



**Mr Shane Rattenbury MLA**  
Minister for Mental Health

6 July  
June 2018

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

**The Honourable Michael Ferguson MP**  
Minister for Health

June 2018

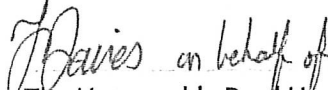
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Minister for Health  
of the Commonwealth of Australia

June 2018

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

  
**The Honourable Brad Hazzard MP**  
Minister for Health

June 2018

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

**The Honourable Jacinta Allan MP**  
Minister for Public Transport

June 2018

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

**Ms Meegan Fitzharris MLA**  
Minister for Health and Wellbeing

June 2018

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

**The Honourable Michael Ferguson MP**  
Minister for Health

June 2018

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**The Honourable Greg Hunt MP**

Minister for Health  
of the Commonwealth of Australia

June 2018

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

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**The Honourable Brad Hazzard MP**

Minister for Health

June 2018

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

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**The Honourable Jacinta Allan MP**

Minister for Public Transport

*17 July*  
June 2018

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

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**Mr Shane Rattenbury MLA**

Minister for Health and Wellbeing

June 2018

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

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**The Honourable Michael Ferguson MP**

Minister for Health

June 2018



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Minister for Health  
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