

# PROJECT AGREEMENT FOR THE COMMUNITY HEALTH AND HOSPITALS PROGRAM REMOTE POINT OF CARE PATHOLOGY TESTING NORTHERN TERRITORY INITIATIVE

An agreement between:

- the Commonwealth of Australia; and
- the Northern Territory

The output of this project will support the delivery of the Northern Territory Initiatives under the Community Health and Hospitals Program.

# Project Agreement for the Community Health and Hospitals Program Remote Point of Care Pathology Testing Northern Territory Initiative

## 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 the Northern Territory Initiatives under the Community Health and Hospitals Program.

### Reporting Arrangements

3. Northern Territory 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 the Northern Territory of \$0.691 million exclusive of GST 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 Northern Territory.

### Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and the Northern Territory 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

8. The outputs of this Agreement will be:
- (a) Remote Point of Care Pathology Testing.

## 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 in the delivery of the Northern Territory's Initiatives under this Agreement to ensure that outputs are delivered within the agreed timeframe;
  - (b) providing a consequent financial contribution to the Northern Territory to support the implementation of this Agreement;

### Role of the Northern Territory

10. The Northern Territory will be responsible for:
- (a) all aspects of delivering on the project outputs set out in this Agreement;
  - (b) 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 annual performance report demonstrating the relevant milestone has been met.

Outputs	Performance Milestones or Benchmarks	Report Due	Payment
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Remote Point of Care Pathology Testing*	NT to provide a plan acceptable to the Commonwealth to deliver the remote point of care pathology testing (deliverable approved)	2018-19	\$0.055 m (paid)
	On execution of the new Project Agreement	On execution	\$0.226 m
	NT to provide a project status report	1 May 2021	\$0.228 m
	NT to provide a final project status report	1 May 2022	\$0.237 m

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

\* A separate Project Agreement for the Community Health and Hospitals Program – Northern Territory's 2018-19 initiatives provided \$0.055 million towards Remote Point of Care Pathology Testing.

- 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

- The Northern Territory will provide performance reports in accordance with Table 1 during the operation of the Agreement. Each performance report is to contain a description and photographs (for construction projects) of actual performance in the period to date against the project milestones.
- The Northern Territory will provide annual project status reports via the Commonwealth Department of Health's Capital Works Portal system in accordance with the template at Schedule A, until the completion of the projects.
- The Northern Territory will provide a final report including a brief description of the project and outcomes of the project and which can be used for public information and dissemination purposes. Which will include a description of the conduct, benefits and outcomes of the projects.

## PART 5 – FINANCIAL ARRANGEMENTS

- The Commonwealth will provide an estimated total financial contribution to the Northern Territory of \$0.691 million in respect of this Agreement. All payments are GST exclusive.
- The Commonwealth's funding contribution will not be reduced where the Northern Territory secures funding from other activity partners.
- The Commonwealth's estimated financial contribution to the operation of this Agreement, including through National Partnership payments to the Northern Territory, is paid in accordance with Schedule D – Payment Arrangements of the IGA FFR, are shown in Table 2

**Table 2: Estimated financial contributions**

(\$ million)	2019-20	2020-21	2021-22	Total
<b>Estimated total budget</b>	<b>0.226</b>	<b>0.228</b>	<b>0.237</b>	<b>0.691</b>
Less estimated National Partnership Payments	0.226	0.228	0.237	0.691

20. Having regard to the agreed estimated costs of projects specified in this Agreement, the Northern 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 Northern Territory 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 the Northern Territory to deliver projects cost effectively and efficiently.

## 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 both Parties.
23. Either Party 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 both 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*



**The Honourable Greg Hunt MP**  
Minister for Health

25/5/2020  
Date

*Signed for and on behalf of the Northern Territory by*



**The Honourable Natasha Fyles MP**  
Attorney-General and Minister for Justice;  
Minister for Health; Minister for Arafura Games; Minister for Disabilities

29 MAY 2020  
Date