# NATIONAL PARTNERSHIP AGREEMENT ON THE NATIONAL SOLAR SCHOOLS PROGRAM

Council of Australian Governments

An agreement between

- the Commonwealth of Australia and
- the States and Territories, being:
  - The State of New South Wales
  - The State of Victoria
  - The State of Queensland
  - The State of Western Australia
  - The State of South Australia
  - The State of Tasmania
  - The Australian Capital Territory
  - The Northern Territory of Australia

This Agreement will contribute to Australian schools being better placed to respond to climate change.

INTERGOVERNMENTAL AGREEMENT ON FEDERAL FINANCIAL RELATIONS

## PRELIMINARIES

- 1. This National Partnership 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.
- 2. In entering this Agreement, the Commonwealth of Australia (the Commonwealth) and the States and Territories (the States) recognise that they have a mutual interest in assisting schools to respond to climate change.
- 3. This Agreement will contribute to the implementation of the Australian Government's National Solar Schools Program (the Program). Information regarding the Program is available at <u>www.climatechange.gov.au/nationalsolarschools</u>
- Non-government schools are separately eligible for National Solar Schools Program funding, and payment arrangements will be settled between the Commonwealth and individual non-government schools.
- 5. Where there are inconsistencies between this Agreement and the National Solar Schools Program Guidelines as they relate to projects that are being implemented by the States, the provisions of this Agreement apply. The National Solar Schools Program Guidelines are available at: <u>www.climatechange.gov.au/government/programs-and-rebates/national-solar-</u> schools/guidelines
- 6. This Agreement will be implemented consistently with the objectives and outcomes of all National Agreements and National Partnerships agreed by the Parties.

# PART 1 - FORMALITIES

#### Parties to this Agreement

7. This National Partnership is between the Commonwealth of Australia and the States and Territories (the States).

# Term of the Agreement

8. This Agreement will commence as soon as the Commonwealth and one other Party signs the Agreement, and will expire on 30 September 2013 or on completion of the Projects including the acceptance of final performance reporting and processing of final payments against performance milestones. The Agreement may be terminated earlier or extended as agreed in writing by the Parties.

# **Enforceability of the Agreement**

9. 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.

## Interpretation

10. For the purposes of this Agreement:

a) *Completion of Project* means the date on which the Project has been physically completed in accordance with the Guidelines.

b) Data Collection, Storage and Visualisation System (DCSVS) means the system that collects and stores schools' electricity consumption data and renewable energy generation data, as well as the visualisation of this data within schools.

c) *Education Authority* means the State education authority for government schools.

d) *Guidelines* means the National Solar Schools Program Guidelines, as amended from time to time.

e) *NSSP Web Application* means the web-based tool used by schools to register and apply for funding under the Program and by the States to administer the Program for government schools.

f) Office of the Renewable Energy Regulator (ORER) means the statutory authority established to oversee the implementation of the Large-scale Renewable Energy Target (LRET) and the Small-scale Renewable Energy Scheme (SRES).

g) *Project* means the delivery of the Program at an individual school.

h) *Reserve List* means a list of schools that meet the requirements of the Program but did not score as highly as the approved schools.

i) *School* means an educational institution where:

- (i) education is provided by the school;
- (ii) education provided by the school is recognised by the State Minister for Education of the State in which the school is situated; and
- (iii) the school is not conducted for profit.

j) *Small-scale technology certificates (STCs)* – means the electronic form of currency created based on the amount of renewable electricity eligible systems produce or displace.

# PART 2 - OBJECTIVES, OUTCOMES AND OUTPUTS

## **Objectives of the Agreement**

11. The objective of this Agreement is that Australian schools are better placed to respond to climate change.

#### Outcomes

- 12. This Agreement will assist participating schools to:
  - a) increase energy use sourced from renewable energy sources;
  - b) improve energy efficiency, thereby reducing energy consumption by adopting energy efficiency measures;
  - c) decrease town water consumption by collecting rainwater from school roofs and making use of that water for toilet flushing, laundry use and/or small scale irrigation; and
  - d) understand the benefits of renewable energy and the need to reduce energy and water consumption.

#### Outputs

- 13. The objectives and outcomes of this Agreement will be achieved over the life of the Program by funding participating schools to install:
  - a) systems capable of providing renewable energy as described in the Guidelines;
  - b) energy efficient items such as energy efficiency lighting and draught seals as described in the Guidelines; and
  - c) rain water tanks.
- 14. Educational outcomes will be achieved through the installation of a DCSVS (where a solar power or other renewable energy system is funded<sup>1</sup>) and programs in schools incorporating environmental sustainability.

# PART 3 - ROLES AND RESPONSIBILITIES OF EACH PARTY

15. To realise the objective and commitments in this Agreement, each Party has specific roles and responsibilities, as outlined below.

#### Role of the Commonwealth

- 16. The Commonwealth has the following roles and responsibilities:
  - a) advising each State of its funding allocation for each annual round and reallocating any residual funds that remain uncommitted after the list of State approved schools are provided;
  - b) notifying eligible schools of the opening and closing dates for each funding round and announcing successful schools, including notifying successful and unsuccessful schools;

<sup>&</sup>lt;sup>1</sup> A DCSVS is not required where it has previously been installed and an existing system is being expanded. Page 4 of 10

- c) providing from the Commonwealth Treasury to the State Treasury, funding equal to the value of State approved projects to each jurisdiction for their government schools, subject to achievement of performance milestones under this Agreement;
- d) developing and maintaining the Guidelines in consultation with the States;
- e) advising schools of their maximum funding eligibility under the Program and providing States with access to this information;
- f) considering and approving requests from the States for any project variations that propose a reduction in outcomes for a State approved project;
- g) developing a compliance plan for the Program in consultation with the States as assurance that projects are being installed in accordance with Guidelines; and
- h) developing and maintaining the NSSP Web Application, in consultation with the States, to enable schools to register, apply online and acquit the projects and for the States to complete the assessment process and reporting.<sup>2</sup>

#### **Role of the States and Territories**

- 17. The States are responsible for all aspects of project implementation including:
  - a) the provision of resources to enable the administration of the Program for government schools within its jurisdiction;
  - b) funding approved projects for government schools to the value of the Program grant awarded to the school and ensuring completion in accordance with the Guidelines;
  - c) making recommendations on project variations to the Commonwealth where it is proposed that outcomes be reduced;
  - d) recording project variations via the NSSP Web Application prior to submitting the end of round report;
  - e) where a State approved school in the 2011-12 round withdraws their acceptance of a Program grant, advising of the replacement school from the Reserve List<sup>3</sup>;
  - f) providing reports via the NSSP Web Application in accordance with this Agreement;
  - g) notifying the Commonwealth where it is aware that a school is approved to receive funding for a solar power system under any other Australian Government Program; and
  - h) assessing applications from government schools in their jurisdiction for the 2011-12 and 2012-13 funding rounds using the NSSP Web Application assessment module and providing the list of approved State schools to the Commonwealth for announcement.

<sup>&</sup>lt;sup>2</sup> The Commonwealth recognises that the NSSP Web Application needs to be developed so as to minimise the workload on schools and the States in administering the program.

<sup>&</sup>lt;sup>3</sup> If there is insufficient funding to cover the grant amount for the first school on the ranked list then another school can be funded from the list that can be accommodated within the funding that has become available. Page 5 of 10

## Shared roles and responsibilities

- 18. The Commonwealth and the States share the following roles and responsibilities:
  - a) participating in consultations as appropriate regarding the implementation of this Agreement; and
  - b) conducting evaluations and reviews of services and outputs delivered under this Agreement as specified in Clause 23 and Clause 37.
- 19. 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 the Agreement, and that the roles of both Parties will be acknowledged and recognised appropriately.

# PART 4 - PERFORMANCE MONITORING AND REPORTING

### **Performance Milestones**

20. The Parties agree to meet the performance milestones outlined in Table 1 Performance milestones and associated payments.

#### Table 1: Performance milestones and associated payments

Perf	ormance milestone	Due date	Amount
(i)	For the 2010-11 funding round, approval of projects <sup>(a)</sup>	(i) Agreement to the National	50% of annual funding to assist with the initial costs of progressing the projects
(ii)	For the 2011-12 funding round, provision of a list of approved projects to the Commonwealth (as defined in clause 17(h))	Partnership, expected mid 2011	
(iii)	For the 2012-13 funding round, provision of a list of approved projects to the Commonwealth (as defined in clause 17(h))	(ii) 16 November 2011	
		(iii) 2 July 2012	
(iv)	Acceptance by the Commonwealth of an end of round report, detailing completion of 100% of approved funding round projects	Expected by: 15 June 2012 for the 2010-11 funding round;15 September 2012 for the 2011-12 funding round, and; 15 June 2013 for the 2012-13 funding round.	50% of annual funding

<sup>(a)</sup> Projects for the 2010-11 funding round were approved by the Commonwealth in advance of the National Partnership under a transitional arrangement. However, States are responsible for implementation of those projects. Grant payments for the 2010-11 funding round, will be paid in the 2011-12 financial year.

# **Reporting Arrangements**

- 21. End of round online reports will contain the following information:
  - a) a list of all State approved projects completed for the respective funding round; and
  - b) a declaration stating that the information is true and correct and that the projects have been completed in accordance with the Guidelines.
- 22. The States have the flexibility to defer a school from the 2011-12 round if it is unable to complete its project due to exceptional circumstances upon agreement with the Commonwealth. Where this occurs, the end of round progress report will be accepted minus the school deferred and associated payment will be reduced by 50% of the grant value for the deferred school. The school that has been deferred will be reported in the list of grants for the 2012-13 round and the remaining 50% of grant funding for the deferred school will be paid on achievement of performance milestone (iv).
- 23. The States will also submit a final Program Report via the NSSP Web Application within 90 days of the completion of all the projects included under the Agreement. The Program Report will be a stand-alone document that can be used for public information dissemination purposes regarding the Program and this Agreement. The final Program Report will:
  - a) describe the outcomes and benefits of the Program as a whole within the relevant State's jurisdiction;
  - b) evaluate the Program from the responsible Party's perspective, including assessing the extent to which the Commonwealth and the States effectively and efficiently delivered the Program as agreed in this National Partnership Agreement; and
  - c) explain why any aspect was not achieved.<sup>4</sup>
- 24. The final 2012-13 funding round payment will be contingent on the acceptance by the Commonwealth of the final Program Report and that year's end of round report.

# PART 5 - FINANCIAL ARRANGEMENTS

## **Financial contributions**

- 25. The Commonwealth will provide a total financial contribution to the States of up to \$72.695 million in respect of this Agreement. Indicative total annual Commonwealth funding for the States under this Agreement is set out in Table 2.
- 26. The indicative funding included in Table 2 for the 2011-12 and 2012-13 funding rounds is based on the States' percentage share of the total eligible government schools under the Program, taking into account Program grants already paid to government schools in each State. The 2010-11 funding is actual funding and reflects the total value of approved projects in each State.
- 27. Funding for 2011-12 and 2012-13 will be provided on the basis of the assessment rankings (highest to lowest) up to the limit of funding available to each State in that year.

<sup>&</sup>lt;sup>4</sup> The Commonwealth and States will develop a mutually agreed method of measuring the outcomes specified in clause 12 in the final Program Report.

Table 2: Program indicative funding for government schools* (\$ million)							
Funding year	2010-2011	2011-2012	2012-2013	Total			
New South Wales	8.177	4.665	4.665	17.507			
Victoria	9.347	0.927	0.927	11.201			
Queensland	6.604	4.751	4.751	16.106			
Western Australia	4.814	3.809	3.809	12.432			
South Australia	3.751	1.646	1.646	7.043			
Tasmania	1.619	0.409	0.409	2.437			
Australian Capital Territory	0.935	0.703	0.703	2.341			
Northern Territory	1.640	0.994	0.994	3.628			
Total	36.887	17.904	17.904	72.695			

Table 2. Program indicative funding for government schools\* (\$ million)

\* Funding in 2010-11 are the actual values to be paid to the States

- The value of small-scale technology certificates (STCs) received in respect of eligible items 28. installed under the Agreement is to be applied as an upfront discount or alternatively the value obtained when selling the STCs must be re-invested in the approved projects prior to completion of projects for a funding year.
- The Commonwealth's funding contribution will not be reduced where the States secure funding 29. from other activity partners through innovative and collaborative partnerships.
- National Partnership payments to the States will be paid in accordance with Schedule D -30. *Payment Arrangements* of the IGA FFR.
- The Commonwealth will review the end of round report and initiate the payment, or 31. alternatively contact the State to resolve any issues, within 5 days of receipting an end of round report.

## Project management risk

Having regard to the estimated costs of projects in a given funding year, the State will not be 32. required to pay a refund to the Commonwealth if the actual costs of the Projects in a given funding year are less than the estimated costs of the projects provided the approved outputs of the Projects are not reduced. Similarly, the State bears all risk should the costs of a project exceed the 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

### **Dispute resolution**

- 33. Any Party may give notice to other Parties of a dispute under this Agreement.
- 34. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
- 35. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers and if necessary, the relevant Ministerial Council or its successor.
- 36. If a dispute cannot be resolved by the relevant Ministers, it may be referred by a Party to The Council of Australian Governments for consideration.

### **Review of the Agreement**

37. The Agreement will be reviewed approximately 12 months prior to its completion with regard to progress made by the Parties in respect of achieving the agreed outcomes.

### Variation of the Agreement

- 38. The Agreement may be amended at any time by agreement in writing by all the Parties.
- 39. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all the other Parties in writing.

The Parties have confirmed their commitment to this National Partnership Agreement on the National Solar Schools Program as follows:

**Signed** for and on behalf of the Commonwealth of Australia by

**The Honourable Julia Gillard MP** Prime Minister of the Commonwealth of Australia

August 2011

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

**The Honourable Barry O'Farrell MP** Premier of the State of New South Wales

August 2011

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

The Honourable Anna Bligh MP Premier of the State of Queensland

August 2011

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

**The Honourable Mike Rann MP** Premier of the State of South Australia

August 2011

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

**Ms Katy Gallagher MLA** Chief Minister of the Australian Capital Territory

August 2011

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

The Honourable Ted Baillieu MP Premier of the State of Victoria

August 2011

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

The Honourable Colin Barnett MLA

Premier of the State of Western Australia

August 2011

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

The Honourable Lara Giddings MHA

Premier of the State of Tasmania

August 2011

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

The Honourable Paul Henderson MLA Chief Minister of the Northern Territory of Australia

August 2011

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Signed for and on behalf of the State of Queensland by

The Honourable Anna Bligh MP Premier of the State of Queensland

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

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Premier of the State of South Australia

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Ms Katy Gallagher M A Chief Minister of the Australian Capital Territory

August 2011

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August 2011

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-August 26 September 2011

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The Honourable Julia Gillard MP Prime Minister of the Commonwealth of Australia

[Day] [Month] [Year]

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[Day] [Month] [Year]

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[Day] [Month] [Year]

Signed for and on behalf of the Australian Capital Territory by

Ms Katy Gallagher MLA Chief Minister of the Australian Capital Territory

[Day] [Month] [Year]

State of Victoria by

The Honourable Ted Baillieu MP Premier of the State of Victoria

[Day] [Month] [Year]

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

The Honourable Colin Barnett MLA Premier of the State of Western Australia

[Day] [Month] [Year]

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

The Honourable Lara Giddings MHA Premier of the State of Tasmani)

Signed for and on behalf of the Northern Territory by

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Page 10 0<sup>4</sup> 10

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