

# QUEENSLAND JOBS AND SKILLS PACKAGE – COMMUNITY WORK PLACEMENTS

Council of  
Australian  
Governments

An agreement between

- n the Commonwealth of Australia and
- n The State of Queensland

The output of this project will be Community Work Placements provided through the Green Army Program in flood and cyclone affected areas in Queensland.

# Project Agreement for Queensland Jobs and Skills Package – Community work Placements

## INTERGOVERNMENTAL AGREEMENT ON FEDERAL FINANCIAL RELATIONS

### PRELIMINARIES

1. This Project Agreement (the Agreement) is created subject to the provisions of the [Intergovernmental Agreement on Federal Financial Relations](#) 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 Intergovernmental Agreement on Federal Financial Relations.
2. This Agreement will support the delivery of Community Work Placements through the Green Army Program in flood and cyclone affected areas in Queensland.
3. Queensland's Green Army aims to create new jobs to enhance Queensland's natural assets, strengthen the Queensland tourism industry and promote increased environmental awareness.
4. Following Tropical Cyclone Yasi and the devastating flooding across Queensland in 2010-11, 2000 Community Work Placement jobs are being directed towards natural disaster recovery projects. These jobs are being delivered through Queensland's Green Army.
5. This Agreement constitutes the entire agreement for this project.

### PART 1 – FORMALITIES

#### Parties to this Agreement

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

#### Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and one other Party signs the Agreement and will expire on 30 June 2012 once the project is complete and the final report is provided, unless terminated earlier or extended as agreed in writing by the Parties.

## Enforceability of the Agreement

8. 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.

## Role of the Commonwealth

9. The Commonwealth will be responsible for:
  - (a) monitoring and assessing achievement against milestones in the delivery of the Queensland Jobs and Skills Package – Community Work Placements under this Agreement to ensure that outputs are delivered within the agreed timeframe;
  - (b) providing a consequent financial contribution to Queensland to support the implementation of this Agreement.

## Role of the Queensland

10. Queensland 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;
  - (c) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments.
11. Both Parties will meet the requirements of Schedule E, Clause 26 of the **Intergovernmental Agreement on Federal Financial Relations**, 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 2 – PROJECT OUTPUT

### Output

The output of this Agreement will be the delivery of 2000 Community Work Placements of up to 26 weeks duration in disaster recovery projects under Queensland's Green Army.

## PART 3 – FINANCIAL ARRANGEMENTS

12. The Commonwealth will provide a total financial contribution to Queensland of \$9.5 million in respect of this Agreement. All payments are GST exclusive.
13. The Commonwealth's funding contribution will not be reduced where Queensland secures funding from other activity partners through innovative and collaborative partnerships.

14. The Commonwealth's and the 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 **Intergovernmental Agreement on Federal Financial Relations**, are shown in Table 1.

Table 1: Estimated financial contributions

(\$ million)	Year 1	Year 2	Year 3	Year 4	Total
Estimated total budget	16.25	19.75	0.0	0.0	36.0
Less estimated National Partnership Payments	4.75	4.75	0.0	0.0	9.5
Balance of non-Commonwealth contributions	11.5	15.0	1.0	1.0	26.5

15. National Partnership payments to Queensland will be paid in accordance with *Schedule D – Payment Arrangements* of the **Intergovernmental Agreement on Federal Financial Relations**.
16. Having regard to the agreed estimated costs of projects specified in a Project Agreement, 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 4 – PROJECT MILESTONES, REPORTING AND PAYMENTS

The following table summarises the milestones for the project, their relationship to the outputs, expected completion dates, relevant reporting dates and expected payments to be made, once a report certifying that milestones have been met is received and accepted.

Table 2: Milestones, reporting and payment summary

Output	Milestone(s)	Date due	Relevant Report due	Payment
Deliver 2000 places through Community Work Placement (CWP) – Green Army projects	Program guidelines established and projects commence. Information provided to Commonwealth on commenced projects and accepted by Commonwealth.	31/03/2011	17/06/2011	\$4.75m
	Report on projects established and details of 1000 CWP jobs / places approved, submitted to and accepted by Commonwealth.	30/09/2011	14/10/2011	\$2.75m
	Report on projects underway and details of 2000 CWP jobs/places approved of up to 26 weeks duration, submitted to and accepted by Commonwealth.	30/05/2012	13/06/2012	\$2.00m

## Reporting arrangements

17. Queensland will provide performance reports in accordance with the above table during the operation of the Agreement. Each performance report is to contain the following information:
  - a) a description of actual performance of Queensland in the period to date against the project milestones. This will include the following information on CWP participants: demographic breakdown, Job Services Australia status, employment and training outcomes upon exiting projects; and the following for CWP projects: provider, project location, project description, total grant, number of places, average project length and average cost.
  - b) details of any matter(s) that have arisen which could adversely impact on the delivery of the output, and how the Queensland proposes to resolve this/these matter(s); and:
  - c) promotional activities undertaken in relation to, and media coverage of, the project during the reporting period and any promotional opportunities expected to arise during the next reporting period.
18. Queensland will also prepare a final Project Report within 90 days on the completion of the project(s) agreed under the Project Agreement. The Project Report will be a stand-alone document that can be used for public information dissemination purposes. The final Project Report will:
  - (a) describe the conduct, benefits and outcomes of the Project;
  - (b) evaluate the Project from the responsible Party's perspective, including assessing the extent to which the project milestones have been achieved and why any aspect was not achieved; and
  - (c) include a discussion of any other matters relating to the project, limited to the minimum necessary for the effective assessment of performance, which the Commonwealth Queensland should be included in the final project report at least 60 days before it is due.

## PART 5 – GOVERNANCE ARRANGEMENTS

### Dispute resolution

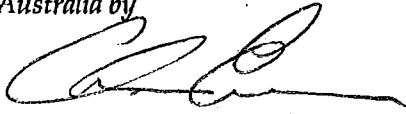
19. Any Party may give notice to other Parties of a dispute under this Agreement.
20. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
21. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers and if necessary, the relevant Ministerial Council.
22. If a dispute cannot be resolved by the relevant Ministers, it may be referred by a Party to COAG for consideration.

### Variation of the Agreement

23. The Agreement may be amended at any time by agreement in writing by all the Parties.
24. 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 agreement as follows:

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



**The Honourable Chris Evans MP**  
Minister for Tertiary Education, Skills, Jobs and  
Workplace Relations

20<sup>th</sup> June 2011

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



**The Honourable Stirling Hinchliffe MP**  
Minister for Employment, Skills and Mining

16 June 2011