

NATIONAL PARTNERSHIP AGREEMENT ON SCHOOL PATHWAYS PROGRAMS

Council of
Australian
Governments

An agreement between

- the Commonwealth of Australia and
- the States, being:
 - ◆ The State of Western Australia; and
 - ◆ The State of South Australia

This National Partnership Agreement is in relation to the implementation of School Pathway Programs that are aimed at addressing the skills shortage in defence industry by increasing the pool of young people ready to move from school into further education and apprenticeships; internships; scholarships and part-time work/study combinations in defence industry. They are also intended to increase employer awareness of options for recruiting young people and the value to business of doing so. The areas covered under the School Pathways Programs that are implemented will focus on advanced manufacturing, maritime and technology skills.

It is intended that a School Pathways Program be implemented in South Australia and in due course, Western Australia with a focus on providing a career path for young people wanting to enter defence industry.

National Partnership Agreement on School Pathways Programs

INTERGOVERNMENTAL AGREEMENT ON FEDERAL FINANCIAL RELATIONS

PRELIMINARIES

1. In November 2008, the Commonwealth announced the Industry Skilling Improvement Program Enhancement package. This package consisted of fourteen initiatives designed to expand the pool of skilled people from which the defence industry sector can recruit; enhance work and career pathways in the defence industry sector; and address a defence capability skills gap. The establishment of the Programs in Western Australia and South Australia are two key initiatives of this package.
2. The Programs are an initiative that will operate over five years from 2008/09 to 2013/14 and will involve Lead Schools who may partner with other schools in a cluster arrangement to create industry endorsed vocational curriculum, higher education pathways and career development for students in years 10-12.
3. This Agreement has been established to drive the Programs to increase the number of students undertaking subjects which are relevant to defence industry and to increase the number of students undertaking maths and science in years 11 and 12 in participating schools.
4. This Agreement is created subject to the provisions of the Intergovernmental Agreement and should be read in conjunction with that agreement and subsidiary schedules. In particular, the schedules include direction in respect of performance reporting and payment arrangements.

PART 1 – FORMALITIES

Parties to this Agreement

5. In entering this Agreement, the Commonwealth and the States recognise that they have a mutual interest in improving outcomes in the area of employment in the defence industry sector and need to work together to achieve those outcomes.

Term of the Agreement

6. This Agreement will commence as soon as the Commonwealth and another Party signs the Agreement and will expire on 30 June 2014, or earlier termination as agreed in writing by the Parties.

Delegations

7. The Commonwealth Minister for Defence is authorised to:
 - (a) agree the Implementation Plan with each State on behalf of the Commonwealth; and
 - (b) certify that payments may be made to the States in accordance with the Implementation Plans.
8. The South Australian Minister for Education is authorised to agree to the Implementation Plan in relation to the Program for the State of South Australia on behalf of the State of South Australia.
9. The Western Australian Minister for Education is authorised to agree the Implementation Plan in relation to the Program for the State of Western Australia on behalf of the State of Western Australia.

Interpretation

10. Unless otherwise specified, the following terms and definitions are used throughout this Agreement:
 - a) **Agreement** means this National Partnership Agreement;
 - b) **Financial Assistance** has the meaning set out in the Implementation Plan for each State;
 - c) **Implementation Plan** means an implementation plan agreed pursuant to clause 10;
 - d) **Intergovernmental Agreement** means the Intergovernmental Agreement on Federal Financial Relations that took effect on 1 January 2009;
 - e) **Lead School** has the meaning set out in the Implementation Plan for each State;
 - f) **National Agreement** has the meaning given in the Intergovernmental Agreement;
 - g) **National Partnership Agreement** has the meaning given in the Intergovernmental Agreement;
 - h) **Partnership School** has the meaning set out in the Implementation Plan for each State;
 - i) **Party** means a party to this Agreement;
 - j) **Program** means a School Pathways Program to be undertaken by a State pursuant to the relevant Implementation Plan; and
 - k) **States** means the State of Western Australia and the State of South Australia.

PART 2 – OBJECTIVES, OUTCOMES AND OUTPUTS

Objectives

11. Through this Agreement, the Parties commit to the following objectives:

- (a) to improve pathways for young people into the defence industry sector and address associated skills shortages and needs;
- (b) to achieve sustained improvements for pathways for young people into the defence industry sector in educational outcomes in participating schools/school communities that align with those in the National Education Agreement; and
- (c) to support and achieve innovation and reform; fostering the dissemination of best-practices to achieve the objective referred to in paragraph (a).

Outcomes

12. The Agreement will contribute to the following outcomes:
- (a) to increase the pool of young people with the pre-requisite skills and entry capabilities to move from school into further education, apprenticeships, internships, scholarships and part-time work/study combinations in the occupational areas that supports the maintenance and expansion of the defence industry sector in the States; and
 - (b) to increase employer/defence industry sector awareness of the options and opportunities for recruiting young people and the value to business in doing so.

Outputs

13. The objectives and outcomes of this Agreement will be achieved by the States undertaking the outputs described in the Implementation Plan.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

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

Role of the Commonwealth

15. The Commonwealth will have responsibility for:
- (a) providing Financial Assistance to the States in accordance with the Implementation Plans;
 - (b) reviewing the States performance under the Implementation Plans in accordance with clause 18;
 - (c) providing such assistance in relation to the Programs as specified in the Implementation Plans.

Role of the States

16. The States will have responsibility for:
- (a) undertaking the relevant Program in accordance with the relevant Implementation Plan;
 - (b) meeting the outputs specified in clause 13;
 - (c) meeting the performance benchmarks specified in clause 17;
 - (d) meeting the performance indicators specified in the relevant Implementation Plan; and
 - (e) reporting to the Commonwealth in accordance with clause 19.

PART 4 – PERFORMANCE BENCHMARKS AND REPORTING

Performance benchmarks and indicators

17. The States agree to meet the performance benchmarks and performance indicators described in the relevant Implementation Plan.

Implementation plan

18. The States will each agree to an Implementation Plan with the Commonwealth to achieve the objectives of this Agreement. Each Implementation Plan will be reviewed by the relevant Parties on an annual basis.
 - (a) The Commonwealth will maintain the Implementation Plans and provide updated Implementation Plans to the States following reviews.
 - (b) The Implementation Plans will include the timelines for achieving the performance benchmarks, including phased achievement of performance benchmarks where appropriate.
 - (c) Amendments to the relevant Implementation Plan can be requested by a State at any time, to accommodate emerging issues. These amendments will be agreed with the Commonwealth.

Reporting

19. The States will each provide detailed reports to the Commonwealth at the times and against the performance indicators and timelines, as detailed in the relevant Implementation Plan.
20. The reports will be provided within the timeframes specified in the relevant Implementation Plan.

PART 5 – FINANCIAL ARRANGEMENTS

Funding

21. The maximum amount of funding available to the States in total will be:
 - (a) 2008-09 — \$787,544
 - (b) 2009-10 — \$1,154,400
 - (c) 2010-11 — \$1,292,257;
 - (d) 2011-12 — \$1,855,272; and
 - (e) 2012-13 — \$1,704,768
 - (f) 2013-14 — \$1,287,102
22. The distribution of this maximum funding between the States will be as set out in the Implementation Plans.

Payment

23. The Commonwealth will make payments to the States in accordance with the achievement of key performance benchmarks identified in the relevant Implementation Plan.

PART 6 – GOVERNANCE ARRANGEMENTS

Dispute resolution

24. Any Party may give notice to other Parties of a dispute under this Agreement.
25. The relevant delegates will attempt to resolve any dispute in the first instance.
26. If a dispute cannot be resolved between the relevant delegates, it may be escalated to relevant Ministerial Council or COAG Working Group for consideration.
27. If a dispute cannot be resolved by the relevant Ministerial Council or COAG Working group, it may be referred by a Party to COAG for consideration.

Variation of this Agreement

28. This Agreement may be amended at any time by agreement in writing by all the Parties and under terms and conditions as agreed by all the Parties.
29. A Party to this Agreement may terminate their participation in this 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*



Senator The Honourable John Faulkner
Minister for Defence

8.10.09

Date

Witnessed by

Signature

GEORGE GUNN THOMPSON

Name in full

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

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

**The Honourable Mike Rann MP
Premier**

**The Honourable Colin Barnett MLA
Premier**

Date

Date

Witnessed by

Witnessed by

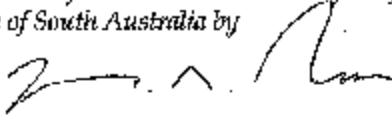
Signature

Signature

Name in full

Name in full

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



The Honourable Mike Rann MP
Premier

7/9/09

Date

Witnessed by



Signature

MICHELE NESTA VIRGO

Name in full

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

The Honourable Dr Elizabeth Constable
MLA
Minister for Education

Date

Witnessed by

Signature

Name in full

AND

The Honourable Troy Buswell MLA
Treasurer

Date

Witnessed by

Signature

Name in full

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

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

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The Honourable Jane Lomax-Smith MP
Minister for Education


The Honourable Colin Barnett
Premier

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Date

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Name in full

AND

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The Honourable Kevin Foley MP
Treasurer

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