

PROJECT AGREEMENT FOR THE SCHOOLS SECURITY PROGRAMME

An agreement between:

- the Commonwealth of Australia and
- the States and Territories of:
 - New South Wales,
 - Queensland, and
 - the Northern Territory

The output of this project will be the installation of security infrastructure and/or the employment of security guards at government schools that are at risk of attack, harassment or violence stemming from racial or religious intolerance.

Project Agreement for the Schools Security Programme

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 Schools Security Programme (the Programme) by assisting government schools at risk of attack, harassment or violence stemming from racial or religious intolerance through the provision of funding for the installation of security infrastructure and/or the employment of security guards.
3. Non-government schools and preschools are separately eligible for Schools Security Programme funding, and payment arrangements will be settled between the Commonwealth and individual non-government schools and preschools.
4. Where there are inconsistencies between this Agreement and the Schools Security Programme Guidelines as they relate to projects that are being implemented by the States, the provisions of this Agreement apply. The Programme Guidelines are available at www.ag.gov.au/CrimeAndCorruption/CrimePrevention/Pages/SchoolsSecurityProgramme.aspx.

Reporting Arrangements

5. The States will report up to twice during the operation of this Agreement, as set out in Part 4 – Project Milestones, Reporting and Payments.

Financial Arrangements

6. The Commonwealth will provide an estimated total financial contribution to the States of \$1,931,500 (excl. GST) in respect of this Agreement, as set out in Part 5 – Financial Arrangements.

PART 1 – FORMALITIES

7. This Agreement constitutes the entire agreement for this project.

Parties to this Agreement

8. This Agreement is between the Commonwealth of Australia (the Commonwealth) and New South Wales, Queensland and the Northern Territory (the States).

Term of the Agreement

9. This Agreement will commence as soon as the Commonwealth and one other Party sign the Agreement and will expire on 30 June 2018 or on completion of the projects, including acceptance of 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

10. The output of this Agreement will be the installation of security infrastructure, such as lighting, fencing and closed-circuit television (CCTV) systems, and/or the employment of security guards at participating government schools, as detailed in Schedules A, B and C, that are at risk of attack, harassment or violence stemming from racial or religious intolerance.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

Role of the Commonwealth

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

Role of the States

12. The States will be responsible for:
 - (a) providing resources to enable the administration of the Programme for government schools within their jurisdictions;
 - (b) funding approved projects for government schools to the value of the grant awarded to the school;
 - (c) all aspects of delivering on the project outputs set out in this Agreement; and
 - (d) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments.

Shared roles

13. The Commonwealth and the States will:
 - (a) consider proposals from the States, where appropriate, to substitute or cease previously approved projects and subject to the outcome of those considerations, agree changes to the scope of individual projects; and
 - (b) 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

14. Table 1 summarises the milestones for the project, their relationship to the outputs, expected completion dates, relevant reporting dates and payments expected to be made. The Commonwealth will make payments subject to performance reports demonstrating relevant milestones have been met.

Table 1: Milestones, reporting and payment summary

Output	Milestones	Relevant report due	Payment
Installation of security infrastructure, such as lighting, fencing and CCTV camera systems and/or the employment of security guards at participating government schools (as detailed at Schedules A, B and C) that are at risk of attack, harassment or violence stemming from racial or religious intolerance.	Report demonstrating that contracts have been entered into with registered Australian Security firms for the delivery of security enhancements and/or employment of security guards at each school as detailed at Schedules A, B and C.	15 April 2016	50 per cent of the Commonwealth's total estimated financial contribution to each State, as set out in Table 2 of this Agreement
	Report demonstrating that scheduled progress has been made on delivering security enhancements and/or employment of security guards at each school as detailed at Schedules A, B and C, including: <ul style="list-style-type: none"> a) contracts with registered Australian security firms for the employment of security guard/s, and/or b) evidence of installation and location of security infrastructure. 	15 April 2017	50 per cent of the Commonwealth's total estimated financial contribution to each State, as set out in Table 2 of this Agreement

15. Where all relevant milestones are met in advance of the due date, subject to the relevant performance report demonstrating the milestones have 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.
16. The funding covered by this Agreement is to be distributed to the relevant schools as set out in Schedules A, B and C.

Reporting arrangements

17. The States will provide performance reports to the Commonwealth in accordance with Table 1 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.

18. The States will also provide evidence of the completion of all security enhancements by 30 June 2018 if the 15 April 2017 report does not demonstrate completion of all security enhancements.

PART 5 – FINANCIAL ARRANGEMENTS

19. The Commonwealth will provide an estimated total financial contribution to the States of \$1,931,500 in respect of this Agreement. All payments are GST-exclusive.
20. Upon receipt of the first progress report due in April 2016, the Commonwealth will make an initial contribution to participating schools equivalent to 50 per cent of the Commonwealth's estimated funding contribution, as set out in Table 2 of this Agreement. The initial contribution to each State will be made following receipt of a progress report demonstrating that contracts have been entered into for the delivery of security enhancements and/or employment of security guards.
21. The Commonwealth's funding contribution will not be reduced where the States secure funding from other activity partners.
22. The Commonwealth's estimated financial contribution to the operation of this Agreement, are shown in Table 2.

Table 2: Estimated financial contributions

(\$)	2015-16	2016-17	Total
Estimated total budget	965,750	965,750	1,931,500
Less estimated National Partnership Payments	965,750	965,750	1,931,500
New South Wales	569,600	569,600	1,139,200
Queensland	329,450	329,450	658,900
Northern Territory	66,700	66,700	133,400
Balance of non-Commonwealth contributions	0.0	0.0	0.0

23. Having regard to the agreed estimated costs of projects specified in this Agreement, a State 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

24. 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

25. The Agreement may be amended at any time by agreement in writing by all the Parties.
26. 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.

27. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all Parties in writing.

Delegations

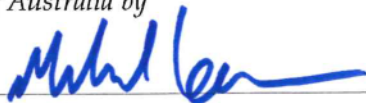
28. The Commonwealth Minister may delegate the assessment of performance against milestones and the authorisation of related project payments to senior Commonwealth officials, having regard to the financial and policy risks associated with those payments.

Dispute resolution

29. Any Party may give notice to other Parties of a dispute under this Agreement.
30. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
31. 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 Michael Keenan MP

Minister for Justice

20 April 2016

[Day] [Month] [Year]

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

The Honourable Adrian Piccoli MP

Minister for Education

[Day] [Month] [Year]

Signed for and on behalf of the State of
Queensland by

The Honourable Kate Jones MP

Minister for Education

[Day] [Month] [Year]

Signed for and on behalf of the Northern
Territory by

The Honourable Peter Chandler MLA

Minister for Education

[Day] [Month] [Year]

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Minister for Education

[Day] [Month] [Year]

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

The Honourable Kate Jones MP
Minister for Education

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The Honourable Kate Jones MP
Minister for Education

5 May 16
[Day] [Month] [Year]

*Signed for and on behalf of the Northern
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The Honourable Peter Chandler MLA
Minister for Education

[Day] [Month] [Year]

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Minister for Education

[Day] [Month] [Year]