

# PROJECT AGREEMENT FOR THE SECURE SCHOOLS PROGRAM (ROUND THREE – PHASE TWO: NEW SOUTH WALES AND SOUTH AUSTRALIA)

Council of  
Australian  
Governments

An agreement between

- n the Commonwealth of Australia and
- n the States, being:
  - t New South Wales
  - t South Australia

The output of this project will be the installation of security-related infrastructure in Australian government schools that are at risk of being subjected to racially, religiously or ethnically motivated crimes.

# Project Agreement for the Secure Schools Program (Round Three – Phase Two: New South Wales and South Australia)

## 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 Round Three of the Secure Schools Program (the Program) by assisting Australian schools at risk of being subjected to racially, religiously or ethnically motivated crimes to address their particular security needs through the provision of funding for security-related infrastructure. Information about the Program is available at [www.ag.gov.au/SecureSchoolsProgram](http://www.ag.gov.au/SecureSchoolsProgram).
3. Non-government schools are separately eligible for Secure Schools Program funding, and payment arrangements will be settled between the Commonwealth and individual non-government schools.
4. Where there are inconsistencies between this Agreement and the Secure Schools Program Guidelines as they relate to projects that are being implemented by the States, the provisions of this Agreement apply. The Secure Schools Program Guidelines are available at [www.ag.gov.au/SecureSchoolsProgram](http://www.ag.gov.au/SecureSchoolsProgram).
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 New South Wales and South Australia (the States).

## 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 2013 or on completion of the project, 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 OUTPUTS

### Outputs

8. The outputs of this Agreement will be the installation of: security-related infrastructure such as closed-circuit television systems (CCTV), fencing, lighting, traffic-calming measures and shatter-proof glass in participating Australian government schools. Capital items other than security-related infrastructure may be considered where the items are integral to the effectiveness of the project.

## PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

### Role of the Commonwealth

9. The Commonwealth will be responsible for:
  - (a) notifying eligible schools of the opening and closing dates for funding rounds and announcing successful schools, including notifying successful and unsuccessful schools;
  - (b) assessing and determining which projects are to be funded under this Agreement, in consultation with the States and in accordance with the assessment guidelines and project eligibility criteria for the Secure Schools Program;
  - (c) providing from the Commonwealth Treasury to the State Treasury funding equal to the value of 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) considering and approving requests from the States for any project variations that propose a change to expenditure items for an approved project; and
  - (f) monitoring and assessing the performance in the delivery of projects under this Agreement to ensure that outputs are delivered and outcomes are achieved within the agreed timeframe.

### Role of the States and Territories

10. The States will be responsible for:
  - (a) 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 previously approved expenditure items are substituted or dropped from the project;
- (d) all aspects of delivering on the project output set out in this Agreement; and
- (e) 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 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 4 – PROJECT MILESTONES, REPORTING AND PAYMENTS

12. 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 1: Milestones, reporting and payment summary

Output	Milestones	Relevant report due	Payment due	Payment
Installation of security-related infrastructure in Australian government schools at risk of being subjected to racial, religious or ethnically motivated crimes.	In-advance project payment in recognition of start-up costs for participating schools.	N/A	September 2012	A total of \$186,153 consisting of: NSW: \$134,903 SA: \$51,250
	Final report demonstrating completion of projects to the satisfaction of the Commonwealth.	February 2013	April 2013	A total of \$186,153 consisting of: NSW: \$134,903 SA: \$51,250

The funding covered by this Agreement is to be distributed to the relevant schools as set out in Schedules A and B.

## Reporting arrangements

13. The States will also prepare a final project report within 90 days of 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 must be provided no later than 28 February 2013 and will:
- (a) describe the conduct, benefits and outcomes of the Project(s);

- (b) evaluate the Project(s) 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(s), limited to the minimum necessary for the effective assessment of performance and agreed between the Commonwealth and the State(s), at least 60 days before it is due.
14. Final reports received after 28 February 2013 must be received by no later than 1 May 2013 to enable performance to be assessed and any consequent payment to be made in 2012-13.

## PART 5 – FINANCIAL ARRANGEMENTS

15. The Commonwealth will provide a total financial contribution to the States of \$372,306 in respect of this Agreement. All payments are GST exclusive.
16. The Commonwealth's funding contribution will not be reduced where the States secure funding from other activity partners through innovative and collaborative partnerships.
17. The Commonwealth's estimated financial contribution to the operation of this Agreement, including through National Partnership payments to the States paid in accordance with *Schedule D – Payment Arrangements* of the Intergovernmental Agreement on Federal Financial Relations, are shown in Table 2.

Table 2: Estimated financial contributions

	2012-13 Payment 1	2012-13 Payment 2	Total
Estimated total budget	\$186,153	\$186,153	\$372,306
Less estimated National Partnership Payments	\$186,153	\$186,153	\$372,306
Balance of non-Commonwealth contributions	-	-	-

18. Having regard to the agreed estimated costs of projects specified in a Project Agreement, a State or 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 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

19. 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

20. The Agreement may be amended at any time by agreement in writing by all the Parties.
21. 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.
22. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all the other Parties in writing.

## Delegations

23. 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

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

The Parties have confirmed their commitment to this agreement as follows:

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

  
\_\_\_\_\_  
**The Honourable Jason Clare MP**  
Minister for Home Affairs and Justice

29 6 12  
[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 South  
Australia by*

\_\_\_\_\_  
**The Honourable Grace Portolesi MP**  
Minister for Education and Child Development

[Day] [Month] [Year]

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Minister for Home Affairs and Justice

[Day] [Month] [Year]

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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 South  
Australia by*



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**The Honourable Grace Portolesi MP**  
Minister for Education and Child Development

[Day] [Month] [Year]

# New South Wales

NATIONAL PARTNERSHIP AGREEMENT ON THE  
SECURE SCHOOLS PROGRAM (ROUND THREE: PHASE TWO)

A1. Under this Agreement, the Commonwealth will provide funding of \$269,806 to New South Wales for the following projects:

School	2012-13 Payment 1	2012-13 Payment 2	Total Payment
Old Guildford Public School Preschool, Guildford			
Fencing	\$23,753	\$23,753	\$47,506
Evans High School, Blacktown			
Fencing and gates, CCTV, access control, intercom, gate automation, public address system and emergency alert system	\$111,150	\$111,150	\$222,300

# South Australia

## NATIONAL PARTNERSHIP AGREEMENT ON THE SECURE SCHOOLS PROGRAM (ROUND THREE: PHASE TWO)

B1. Under the Agreement, the Commonwealth will provide funding of \$102,500 to South Australia for the following project:

School	2012-13 Payment 1	2012-13 Payment 2	Total Payment
Oakbank Area School, Oakbank			
Fencing and gates, lighting and CCTV	\$51,250	\$51,250	\$102,500