

PROJECT AGREEMENT FOR THE TREATMENT OF PAPUA NEW GUINEA NATIONALS IN QUEENSLAND HEALTH FACILITIES

Council of
Australian
Governments

An agreement between
the Commonwealth of Australia and
the State of Queensland

The output of this project will be the provision of health services to Papua New Guinea nationals who travel through the Torres Strait Treaty Zone and present at Queensland Health facilities.

Project Agreement for the Treatment of Papua New Guinea nationals in Queensland Health Facilities

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 health services to Papua New Guinea (PNG) nationals who travel through the Torres Strait Treaty Zone and access health facilities in the Torres Strait and elsewhere within the Queensland Health hospital network.
3. This Agreement constitutes the entire agreement for this project.
4. The Commonwealth and Queensland are engaged in ongoing discussions regarding health services provided to PNG nationals in the Torres Strait.

PART 1 – FORMALITIES

Parties to this Agreement

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

Term of the Agreement

6. This Agreement will commence as soon as the Commonwealth and Queensland sign the Agreement and will expire on 30 June 2012, unless terminated earlier or extended as agreed in writing by the Parties.

PART 2 – PROJECT OUTPUT

Output

7. The output of this Agreement will be the provision of health services to PNG nationals who travel through the Torres Strait Treaty Zone and present at Queensland Health facilities.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

Role of the Commonwealth

8. The Commonwealth will be responsible for providing funding to Queensland to support the implementation of this Agreement.

Role of Queensland

9. Queensland will be responsible for
 - (a) all aspects of delivering the project services set out in this Agreement; and
 - (b) reporting on the delivery of the services as set out in Part 4 – Reporting and Payments.

Shared roles

10. 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 4 – REPORTING AND PAYMENTS

11. The following table summarises the reporting schedule and expected payments to be made, once an activity report has been received and accepted.

Table 1: Reporting and payment summary

Activity	Relevant report due	Payment
Acceptance of activity report for period 1 July 2010 to 30 June 2011	25/04/2012	\$3,968,805
Acceptance of activity report for period 1 July 2011 to 30 June 2012	16/05/2012	\$4,165,528

Reporting arrangements

12. The State will provide an annual activity report in accordance with Table 1 during the operation of the Agreement. Each performance report is to contain the following information:
- a description of the actual activity in the period;
 - details of any matter(s) that have arisen which could adversely impact on the delivery of the services, and how the State proposes to resolve this/these matter(s); and
 - 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.

PART 5 – FINANCIAL ARRANGEMENTS

13. The Commonwealth will provide a total financial contribution to Queensland of \$8,134,333 in respect of this Agreement. All payments are GST exclusive.
14. The Commonwealth's funding contribution will not be reduced where Queensland secures funding from other activity partners through innovative and collaborative partnerships.
15. The Commonwealth's estimated financial contribution to the operation of this Agreement, through National Partnership payments to Queensland paid in accordance with *Schedule D – Payment Arrangements* of the Intergovernmental Agreement on Federal Financial Relations, is shown in Table 2.

Table 2: Estimated financial contributions

(\$ million)	2011-12	Total
National Partnership payments	8,134,333	8,134,333

NB: Funding provided under this agreement recognises activities undertaken by Queensland in 2010-11 and those that will be completed in 2011-12.

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 6 – GOVERNANCE ARRANGEMENTS

Enforceability of the Agreement

17. 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

18. The Agreement may be amended at any time by agreement in writing by both Parties.
19. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying the other Party in writing.

Delegations

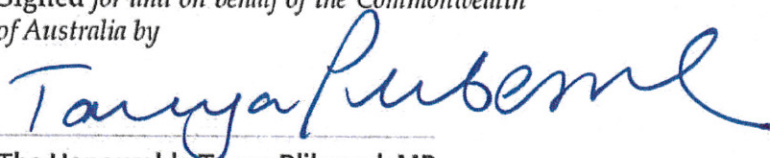
20. The Commonwealth Minister may delegate authorisation of related project payments to senior Commonwealth officials, having regard to the financial and policy risks associated with those payments.

Dispute resolution

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

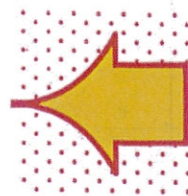
The Parties have confirmed their commitment to this agreement as follows:

Signed for and on behalf of the Commonwealth
of Australia by



The Honourable Tanya Plibersek MP
Minister for Health

[18] [6] [2012]



Signed for and on behalf of the
State of Queensland by



The Honourable Lawrence Springborg MP
Minister for Health

[24] [MAY] [2012]