

NATIONAL PARTNERSHIP AGREEMENT ON NATURAL DISASTER RESILIENCE

Council of
Australian
Governments

An agreement between

- the Commonwealth of Australia and
- the States and Territories, being:
 - ◆ The State of New South Wales
 - ◆ The State of Victoria
 - ◆ The State of Queensland
 - ◆ The State of Western Australia
 - ◆ The State of South Australia
 - ◆ The State of Tasmania
 - ◆ The Australian Capital Territory
 - ◆ The Northern Territory of Australia

This Agreement provides for collaboration on natural disaster mitigation activities to strengthen communities' resilience to, and minimise the impact of, a range of natural disasters in Australia.

National Partnership Agreement on Natural Disaster Resilience

PRELIMINARIES

1. This National Partnership 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 subsidiary schedules.
2. The Parties are committed to addressing the issue of social inclusion, including responding to Indigenous disadvantage. That commitment is embodied in the objectives and outcomes of this Agreement. However, the Parties have also agreed other objectives and outcomes which the Parties will pursue through the broadest possible spectrum of government action. Consequently, this Agreement will be implemented consistently with the objectives and outcomes of all National Agreements and National Partnerships entered into by the Parties.
3. The Parties acknowledge that this Agreement is entered into to contribute to community resilience and self-reliance in the face of disasters and to reduce impact and cost.

PART 1 – FORMALITIES

Parties to this Agreement

4. In entering this Agreement, the Commonwealth and the States and Territories recognise that they:
 - (a) have a mutual interest in reducing the impact of, and increasing resilience to, natural disasters; and
 - (b) will work together and with other parties, such as volunteers, the private and non-government sectors and local government, to achieve those outcomes.

Term of the Agreement

5. This Agreement is created subject to the provisions of the *Intergovernmental Agreement on Federal Financial Relations* and its schedules, and should be read in conjunction with them.
6. This Agreement will commence once the Commonwealth and any other Party has signed the Agreement. It will be reviewed during the fourth year, and will expire on 30 June 2013, or earlier as agreed in writing by the Parties.

Delegations

7. The Commonwealth Attorney-General is authorised to agree Implementation Plans or Schedules to this Agreement on behalf of the Commonwealth.
8. State or Territory ministers responsible for emergency services, their equivalents or nominated delegates, are authorised to agree Implementation Plans or Schedules to this Agreement on behalf of their State or Territory.

Interpretation

9. Unless otherwise specified, the terms and definitions which apply to this Agreement are listed at Schedule A.

PART 2 – SCOPE, OBJECTIVE, OUTCOMES AND OUTPUTS

Scope

10. The focus of this Agreement is on building resilience to withstand natural disasters. Consideration may also be given to other emergency management priorities identified in State or Territory risk assessments.

Objective

11. Australian communities that are resilient to natural disasters.

Outcomes

12. The outcomes will be:
 - (a) reduced risk from the impact of disasters;
 - (b) appropriate emergency management capability and capacity, consistent with State and Territory risk profiles; and
 - (c) support for volunteers.

Outputs

13. The outcomes and objective of this Agreement will be achieved by:
 - (a) risk assessments to inform State and Territory risk mitigation priorities; and
 - (b) implementation of a program of activities to address the agreed priorities.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

14. The Commonwealth will:
 - (a) provide a financial contribution to the States and Territories, or through the States and Territories to other parties, to assist them with implementing their responsibilities; and
 - (b) in partnership with the States and Territories, monitor the performance of this Agreement, including a full evaluation and review with input from key stakeholders by 31 December 2012.
15. States and Territories will:
 - (a) provide a financial contribution to implement their responsibilities;
 - (b) in partnership with the Commonwealth, monitor the performance of this Agreement, including a full evaluation and review with input from key stakeholders by 31 December 2012;
 - (c) produce a state/territory wide prioritised natural disaster risk assessment in accordance with the relevant Australian standards;
 - (d) in consultation with the Commonwealth, develop and jointly agree annual Implementation Plans of how they will address the outcome, objectives and outputs of this Agreement; and
 - (e) ensure appropriate financial and project management arrangements are in place for all activities undertaken through this Agreement.

Publications and communications

16. The Parties will acknowledge the Agreement as a joint Commonwealth and State or Territory initiative, and refer to it as the Natural Disaster Resilience Program in all publications, promotional and advertising materials, public announcements and activities, or any products, processes or inventions developed as a result of the implementation of the Agreement.
17. Ministers will have the opportunity to be engaged in promotional activities held in regard to the Program.

PART 4 – PERFORMANCE REPORTING

18. The Parties will produce an annual report providing information on whether the activities are:
 - (a) effective in contributing to the outcome;
 - (b) being implemented efficiently; and
 - (c) reaching those people for whom they are intended.
19. Performance indicators will be set out in the Implementation Plans that, when agreed, will form schedules to this Agreement.

20. To facilitate payments, each State and Territory will provide to the Commonwealth Attorney-General, for approval, a report by 31 March each year on achievements against the agreed performance indicators set out in Implementation Plans.

PART 5 – FINANCIAL ARRANGEMENTS

Funding

21. The total Commonwealth contribution available to be divided between the States and Territories will be:
- (a) \$21.6 million in 2009-10
 - (b) \$25.2 million in 2010-11
 - (c) \$25.7 million in 2011-12
 - (d) \$26.1 million in 2012-13
22. The distribution of the funding referred to in clause 21 between the States and Territories will be as set out in the following annual allocations. Historically these were based on population, costs of disasters and relative disadvantage, but have been adjusted by agreement to provide an adequate minimum level of the Territories and Tasmania. Accordingly, the annual percentage allocations are:
- (a) NSW 26 percent
 - (b) VIC 16 percent
 - (c) QLD 23 percent
 - (d) WA 12 percent
 - (e) SA 8 percent
 - (f) TAS 5 percent
 - (g) ACT 5 percent
 - (h) NT 5 percent
23. The Commonwealth will make a financial contribution up to 50 per cent of the estimated cost of delivering the activities specified in an Implementation Plan, but not exceeding the allocation of funding for a State or Territory.
24. States and Territories are responsible for securing the balance of contributions to the Implementation Plan, which may include in-kind support.
25. The Commonwealth's funding contribution will not be reduced where the States and Territories secure funding from other activity partners through innovative and collaborative partnerships.
26. Having regard to the estimated cost of the activities specified in an Implementation Plan, a State or Territory will not be required to pay a refund to the Commonwealth if the actual cost is less than the agreed estimated cost. Similarly, the States and Territories bear all risk should the costs exceed the agreed estimated costs.
27. The Parties may agree to fund additional exceptional activities through this Agreement on a case-by-case basis.
28. Within the 2009/10 allocation at clause 22, the Commonwealth agrees to provide \$150,000 for each State or Territory to produce a State or Territory wide prioritised natural disaster risk assessment (as per clause 15(c)). A copy of the risk assessment shall be provided to the Attorney-General's Department by 31 December 2011.

Payment schedule

29. 50 per cent of each State's and Territory's allocation of 2009-10 funding will be paid on the Parties signing this Agreement. The remaining 50 per cent will be paid on agreement of the Implementation Plan.
30. For 2010-11 and thereafter, 50 per cent of the annual allocation will be paid on agreement of the Implementation Plan. The remaining 50 per cent will be paid on satisfactory progress of the activities listed in the Implementation Plan, as detailed in the 31 March report each year.

PART 6 – GOVERNANCE ARRANGEMENTS

Dispute resolution

31. Any Party may give notice to other Parties of a dispute under this Agreement.
32. The relevant delegates will attempt to resolve any dispute in the first instance.
33. If a dispute cannot be resolved between the relevant delegates, it may be escalated to the relevant Ministerial Council for consideration.
34. If a dispute cannot be resolved by the relevant Ministerial Council, it may be referred by a Party to COAG for consideration.

Review of the Agreement

35. The Agreement will be reviewed by 31 December 2012 to assess progress made by the Parties in respect of achieving the agreed outcome, objectives and outputs.

Variation of the Agreement

36. The Agreement may be amended at any time by agreement in writing by all the Parties.
37. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all the other Parties in writing giving reasonable notice.

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

Signed for and on behalf of the Commonwealth of Australia by

The Honourable Kevin Rudd MP
Prime Minister of the Commonwealth of Australia

2009

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

The Honourable Nathan Rees MP
Premier of the State of New South Wales

2009

Signed for and on behalf of the State of Victoria by

The Honourable John Brumby MP
Premier of the State of Victoria

2009

Signed for and on behalf of the State of Queensland by

Anna Bligh
The Honourable Anna Bligh MP
Premier of the State of Queensland

3. Nov. 2009

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

The Honourable Colin Barnett MP
Premier of the State of Western Australia

2009

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

The Honourable Mike Rann MP
Premier of the State of South Australia

2009

Signed for and on behalf of the State of Tasmania by

The Honourable David Bartlett MP
Premier of the State of Tasmania

2009

Signed for and on behalf of the Australian Capital Territory by

Jon Stanhope MLA
Chief Minister of the Australian Capital Territory

2009

Signed for and on behalf of the Northern Territory by

The Honourable Paul Henderson MLA
Chief Minister of the Northern Territory of Australia

2009

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Premier of the State of New South Wales

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The Honourable Anna Bligh MP
Premier of the State of Queensland

2009

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

The Honourable Mike Rann MP
Premier of the State of South Australia

2009

Signed for and on behalf of the Australian Capital Territory by

Jon Stanhope MLA
Chief Minister of the Australian Capital Territory

2009

Signed for and on behalf of the State of Victoria by

The Honourable John Brumby MP
Premier of the State of Victoria

2009

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

The Honourable Colin Barnett MP
Premier of the State of Western Australia

2009

Signed for and on behalf of the State of Tasmania by

The Honourable David Bartlett MP
Premier of the State of Tasmania

2009

Signed for and on behalf of the Northern Territory by

The Honourable Paul Henderson MLA
Chief Minister of the Northern Territory of Australia



14 December 2009

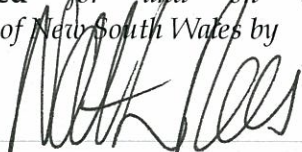
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2009

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The Honourable Nathan Rees MP
Premier of the State of New South Wales

28 OCT 2009

2009

Signed for and on behalf of the State of Victoria by

The Honourable John Brumby MP
Premier of the State of Victoria

2009

Signed for and on behalf of the State of Queensland by

The Honourable Anna Bligh MP
Premier of the State of Queensland

2009

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

The Honourable Mike Rann MP
Premier of the State of South Australia

2009

Signed for and on behalf of the Australian Capital Territory by

Jon Stanhope MLA
Chief Minister of the Australian Capital Territory

2009

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

The Honourable Colin Barnett MP
Premier of the State of Western Australia

2009

Signed for and on behalf of the State of Tasmania by

The Honourable David Bartlett MP
Premier of the State of Tasmania

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The Honourable Nathan Rees MP
Premier of the State of New South Wales
2009

Signed for and on behalf of the State of Victoria by

The Honourable John Brumby MP
Premier of the State of Victoria

23/11/2009

Signed for and on behalf of the State of Queensland by

The Honourable Anna Bligh MP
Premier of the State of Queensland
2009

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

The Honourable Colin Barnett MP
Premier of the State of Western Australia
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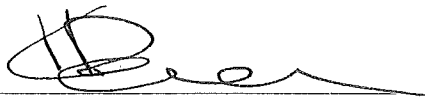
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Chief Minister of the Northern Territory of Australia
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Premier of the State of Western Australia

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

The Honourable Mike Rann MP
Premier of the State of South Australia

2009

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

The Honourable David Bartlett MP
Premier of the State of Tasmania

2009

*Signed for and on behalf of the Australian
Capital Territory by*

Jon Stanhope MLA
Chief Minister of the Australian Capital Territory

2009

*Signed for and on behalf of the Northern
Territory by*

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Chief Minister of the Northern Territory of Australia

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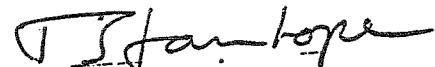
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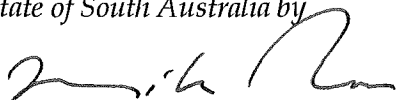
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The Honourable Anna Bligh MP

Premier of the State of Queensland

2009

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



The Honourable Mike Rann MP

Premier of the State of South Australia

December 9. 2009

Signed for and on behalf of the Australian Capital Territory by

Jon Stanhope MLA

Chief Minister of the Australian Capital Territory

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Chief Minister of the Northern Territory of Australia

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Interpretation

For the purposes of this Agreement the following definitions apply:

Disaster mitigation – Measures taken in advance of, or after, a disaster aimed at decreasing or eliminating the impact of disaster on society and the environment.

Emergency management – A range of measures to manage risks to communities and the environment, including the organisation and management of resources for dealing with all aspects of emergencies. Emergency management involves the plans, structures and arrangements which are established to bring together the normal endeavours of government, voluntary and private agencies in a comprehensive and coordinated way to deal with the whole spectrum of emergency needs, including prevention, preparedness, response and recovery.

In-kind contributions – A non-cash input which can be given a cash value. In-kind contributions are for costs directly associated with an approved project. They are not to be used for administrative overheads, ongoing running costs or other core activities of State and/or local agencies.

Natural disaster – A serious disruption to a community or region caused by the impact of a naturally occurring, rapid onset event that threatens or causes death, injury or damage to property or the environment, and which requires significant and coordinated multi-agency and community response. Any one, or a combination, of the following can cause serious disruption to communities, infrastructure and the environment: bushfire; cyclone, earthquake; flood; landslide; storm; storm surge; tornado or tsunami.

Resilience – The capacity to prevent/mitigate, prepare for, respond to and recover from the impacts of disasters.