

PROJECT AGREEMENT FOR THE PLANNING AND DESIGN OF THE COMMON REGISTRY SOLUTIONS

Council of
Australian
Governments

An agreement between

- n the Commonwealth of Australia and
- n the States and Territories, being
 - o the State of New South Wales
 - o the State of Western Australia
 - o the State of South Australia
 - o the State of Tasmania
 - o the Australian Capital Territory
 - o the Northern Territory

The output of this project will be to identify, assess and document state and territory specific requirements for the Common Registry Solutions (CRS).

Project Agreement for the planning and design of the Common Registry Solutions

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. The Australian Government is working with the state and territory governments to develop a National Water Market System (NWMS). On 9 November 2009, the Commonwealth Minister for Climate Change and Water announced that the Australian Government would invest \$56 million in the development of the NWMS as part of the Water for the Future initiative. The aim of the NWMS is to ensure efficient management of state and territory water registers, water transactions and market information. This new Information and Communications Technology (ICT) system will include Common Registry Solutions (CRS) or system upgrades for all States and Territories.
3. The CRS is a standardised national water register that will replace existing water registers in New South Wales, Western Australia, South Australia, Tasmania, the Northern Territory and the Australian Capital Territory. The existing Victorian and Queensland water registers have recently been upgraded and will be further enhanced and made compatible with the CRS.
4. This Agreement will support the delivery of the CRS against the NWMS outcomes as specified in the model endorsed by Premiers and Chief Ministers at the COAG Water Sub-group meeting on 18 June 2009. The Commonwealth has agreed to provide a financial contribution to assist State and Territories to identify, assess and document requirements for the CRS project.
5. In early 2012, the Commonwealth intends to select, via an open tender, a partner capable of implementing the CRS. The partner will finalise the most appropriate solution design that best supports the collective NWMS Commonwealth and State and Territory requirements. For this reason it is imperative that State and Territory requirements are identified, thoroughly considered and documented prior to the partner starting work. This will assist in minimising any delay or uncertainty in respect of the collective NWMS requirements. This project agreement is consistent with the objectives and funding criteria for the NWMS.
6. This Agreement constitutes the agreement for Stream 0 (zero) of the CRS project. Stream 0 represents the first part of a multi-stream, multi-year project to implement the CRS.

PART 1 – FORMALITIES

Parties to this Agreement

7. This Agreement is between the Commonwealth of Australia (the Commonwealth) and the States and Territories (the States).

Term of the Agreement

8. This Agreement will commence as soon as the Commonwealth and one other Party signs the Agreement and will expire on 30 June 2012 or on completion of the project, including the processing of final payments against milestones, unless terminated earlier or extended as agreed in writing by the Parties.

Enforceability of the Agreement

9. 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.

Role of the Commonwealth

10. The Commonwealth will be responsible for:
 - (a) monitoring and assessing achievement against milestones in the delivery of the planning and design of the CRS project under this Agreement to ensure that the output is delivered within the agreed timeframe;
 - (b) providing a consequent financial contribution to the State to support the implementation of this Agreement; and
 - (c) allowing the States to use any of the project products developed by the Commonwealth in the course of the project for their own use.

Role of the States and Territories

11. The States will be responsible for:
 - (a) all aspects of delivering on the project outputs set out in this Agreement;
 - (b) developing the State Project Plan;
 - (c) developing the State Solution Requirements;
 - (d) completing the project in a timely and professional manner in accordance with this Agreement; and
 - (e) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments.
12. The States agree to participate in community governance (including Program Management Group (PMG), Architecture Reference Group (ARG) and CRS Delivery Group). Other forums and/or committees deemed necessary to the success of the project may be formed and States will be invited to participate.
13. The States agree that any work conducted in association with this agreement must be compatible with NWMS architecture and comply with NWMS data and information standards (Reference Information Model (RIM)). Where alternative architectures or standards are to be

used these will be agreed in advance with the Commonwealth. The State is not expected to redefine its internal architecture or standards.

14. The State agrees to establish a Jurisdictional Implementation Group (JIG) that will monitor and oversee each of their projects. The Commonwealth will have representation on each JIG.
15. The State agrees to have in place and regularly maintain a State project plan.

Shared Roles and Responsibilities

16. 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.

Interpretation

17. For the purposes of this Agreement:
 - (a) State project plan means a document that describes the scope of the State's CRS project and how the project will be managed, controlled and reported.
 - (b) State solution requirements mean the suite of solution design documents based upon the NWMS solution design templates and describing the State's solution requirements.
 - (c) The Reference Information Model (RIM) is a core product of the NWMS reference architecture which ensures that a common business language is used across all components of the solution. It describes the data elements used throughout the CRS.

PART 2 – PROJECT OUTPUT

Output

18. The output of this Agreement will be to identify, assess and document State specific requirements for the CRS.

PART 3 – FINANCIAL ARRANGEMENTS

19. The Commonwealth will provide a total estimated financial contribution to the States of \$5 million under this agreement which will be distributed between the States as per the attached schedules. All payments are GST exclusive. The following table identifies the estimated contribution to each state under this agreement.
20. The Commonwealth's funding contribution will not be reduced where the States secure funding from other activity partners through innovative and collaborative partnerships.
21. National Partnership payments to the States will be paid in accordance with *Schedule D – Payment Arrangements* of the **Intergovernmental Agreement on Federal Financial Relations**.
22. Having regard to the agreed estimated costs of projects specified in a Project Agreement, the States 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 the project exceed the agreed estimated costs. The Parties acknowledge that this

arrangement provides the maximum incentive for the State to deliver projects cost effectively and efficiently.

PART 4 – PROJECT MILESTONES, REPORTING AND PAYMENTS

Reporting arrangements

23. States will provide bi-monthly progress reports in accordance with the project management method and templates provided by the Commonwealth during the operation of the Agreement. Each progress report is to contain the following information:
- a) a description of actual performance of the State in the period to date against the project milestones and deliverables;
 - b) details of any matter(s) that have arisen which could adversely impact on the delivery of the output, and how the State propose to resolve this/these matter(s); and:
 - c) 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 – GOVERNANCE ARRANGEMENTS

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 Ministerial Council.
27. If a dispute cannot be resolved by the relevant Ministers, it may be referred by a Party to COAG for consideration.

Variation of the Agreement

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

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

Signed for and on behalf of the Commonwealth of Australia by

The Honourable Tony Burke MP
Minister for Minister for Sustainability,
Environment, Water, Population and Communities

[Day] [Month] [Year]

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

The Honourable Katrina Hodgkinson MP
Minister for Primary Industries

[Day] [Month] [Year]

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

The Honourable W R Marmion BE MBA
MLA
Minister for Environment; Water

[Day] [Month] [Year]

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

The Honourable Paul Caica MP
Minister for Water and the River Murray

[Day] [Month] [Year]

Signed for and on behalf of the State of Tasmania by

The Honourable Bryan Green MP
Minister for Primary Industries and Water

[Day] [Month] [Year]

Signed for and on behalf of the Australian Capital Territory by

Mr Simon Corbell MLA
Minister for the Environment and Sustainable
Development

[Day] [Month] [Year]

Signed for and on behalf of the Northern Territory by

Mr Karl Hampton MP
Minister for Natural Resources, Environment and
Heritage

[Day] [Month] [Year]

Attachments

- A. New South Wales milestone and payment schedule
- B. Western Australia milestone and payment schedule
- C. South Australia milestone and payment schedule
- D. Tasmania milestone and payment schedule
- E. Australian Capital Territory milestone and payment schedule
- F. Northern Territory milestone and payment schedule

Attachment A: New South Wales milestone and payment schedule

Output	Milestone(s)	Measure evaluation	Date due	Payment
<p>Gather state and territory specific requirements for the Common Registry Solutions (CRS).</p>		<p>Planning documentation is complete provides a consistent message across all documents.</p> <p>Project planning templates and guidelines have been adopted.</p> <p>Project team established</p> <p>Attended the planning design and mobilisation workshop</p>	<p>20 Dec 2011</p>	<p>\$0.678m</p>
	<p>First draft of State solution requirements reviewed by the State & Commonwealth</p>	<p>An operational and outcomes testing approach must be completed in order to identify the measures to be used in evaluating successful completion of the solution requirements milestone. The measures provided in the operational and outcomes testing approach will need to address the following solution requirements components:</p> <ul style="list-style-type: none"> • Business landscape • Capability Mapping • Application Catalogue • Business Dealing Catalogue • Business Reports Catalogue 	<p>28 Feb 2012</p>	<p>\$0.530m</p>

	<p>Second draft of State solution requirements reviewed by the State & Commonwealth</p>	<p>An operational and outcomes testing approach must be completed in order to identify the measures to be used in evaluating successful completion of the solution requirements milestone. The measures provided in the operational and outcomes testing approach will need to address the following solution requirements components:</p> <ul style="list-style-type: none"> • Business Dealing Specification • Standard Business Process and RIM review • Report Specification • Non-function requirements • Application and Integration Architecture • Application Risk Assessment • Candidate Solution Services • Client Experiences 	<p>27 Apr 2012</p>	<p>\$0.500m</p>
	<p>Final review and approval of State solution requirements reviewed and accepted by the Commonwealth</p>	<p>An operational and outcomes testing approach must be completed in order to identify the measures to be used in evaluating successful completion of the early implementation activities milestone. The measures provided in the operational and outcomes testing approach will need to address the following early implementation activities components:</p> <ul style="list-style-type: none"> • Business landscape • Capability Mapping • Application Catalogue • Business Dealing Catalogue 	<p>30 Jun 2012</p>	<p>\$0.145m</p>

		<ul style="list-style-type: none"> • Business Reports Catalogue • Business Dealing Specification • Standard Business Process and RIM review • Report Specification • Non-function requirements • Application and Integration Architecture • Application Risk Assessment • Candidate Solution Services • Client Experiences 		
Total				\$1.853m

Attachment B: Western Australia milestone and payment schedule

Output	Milestone(s)	Measure evaluation	Date due	Payment
Gather state and territory specific requirements for the Common Registry Solutions (CRS).		<p>Planning documentation is complete provides a consistent message across all documents.</p> <p>Project planning templates and guidelines have been adopted.</p> <p>Project team established</p> <p>Attended the planning design and mobilisation workshop</p>	31 Oct 2011	\$0.211m
	State solution requirements reviewed by the State & Commonwealth	<p>An operational and outcomes testing approach must be completed in order to identify the measures to be used in evaluating successful completion of the solution requirements milestone. The measures provided in the operational and outcomes testing approach will need to address the following solution requirements components:</p> <ul style="list-style-type: none"> • Business landscape • Process and RIM review • Business Dealing Catalogue • Business Reports Catalogue • Business Dealing and Report 	01 Feb 2012	\$0.190m

		<p>specification</p> <ul style="list-style-type: none">• Capability Mapping• Application Catalogue• Non-functional requirements• Application and Integration Architecture• Client Experiences• Stakeholder and Communications		
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	CRM requirements specified and CRM software and hardware procured.	<p>An operational and outcomes testing approach must be completed in order to identify the measures to be used in evaluating successful completion of the early implementation activities milestone. The measures provided in the operational and outcomes testing approach will need to address the following early implementation activities components:</p> <ul style="list-style-type: none"> • Customer Relationship Management (CRM) requirements gathering and analysis • CRM software procurement • CRM hardware procurement 	1 Feb 2012	\$0.126m
Total				\$0.527m

Attachment C: South Australia milestone and payment schedule

Output	Milestone(s)	Measure evaluation	Date due	Payment
Gather state and territory specific requirements for the Common Registry Solutions (CRS).		Planning documentation is complete and provides a consistent message across all documents. Project planning templates and guidelines have been adopted. Project team established Attended the planning design and mobilisation workshop	15 January 2012	\$0.396m
			15 June 2012	\$0.356m

Attachment C to the Project Agreement for the planning and design of the Common Registry Solutions

	Completed data quality activities in accordance with the project plan, establish a CRM development environment and enhance Microsoft BIZTalk (integration and connectivity server)	<ul style="list-style-type: none"> • Data Quality & cleansing (% completion identified in the project plan at milestone 1) • Customer Relationship Management (CRM) strategy and architecture document • CRM Software (version upgrade) • Install CRM Hardware (Establish Development Environment) • Microsoft BIZTalk Software upgrade enhancements 	15 June 2012	\$0.237m
Total				\$0.989m

Attachment D: Tasmania milestone and payment schedule

Output	Milestone(s)	Measure evaluation	Date due	Payment
Gather state and territory specific requirements for the Common Registry Solutions (CRS).		<p>Planning documentation is complete provides a consistent message across all documents.</p> <p>Project planning templates and guidelines have been adopted.</p> <p>Project team established</p> <p>Attended the planning design and mobilisation workshop</p>	15 Nov 2011	\$0.154m
	State solution requirements reviewed by the State & Commonwealth	<p>An operational and outcomes testing approach must be completed in order to identify the measures to be used in evaluating successful completion of the solution requirements milestone. The measures provided in the operational and outcomes testing approach will need to address the following solution requirements components:</p> <ul style="list-style-type: none"> • Business landscape • Process and RIM review • Business Dealing Catalogue • Business Reports Catalogue • Business Dealing and Report 	31 Mar 2012	\$0.232m

Attachment D to the Project Agreement for the planning and design of the Common Registry Solutions

		specification <ul style="list-style-type: none"> • Capability Mapping • Application Catalogue • Non-functional requirements • Application and Integration Architecture • Client Experiences • Stakeholder and Communications • Customer Relationship Management (CRM) 		
Total				\$0.386m

Attachment E: Australian Capital Territory milestone and payment schedule

Output	Milestone(s)	Measure evaluation	Date due	Payment
Gather state and territory specific requirements for the Common Registry Solutions (CRS).		<p>Planning documentation is complete provides a consistent message across all documents.</p> <p>Project planning templates and guidelines have been adopted.</p> <p>Project team established</p> <p>Attended the planning design and mobilisation workshop</p>	15 Mar 2012	\$0.090m
	ACT solution requirements reviewed by state & reviewed and accepted by the Commonwealth	<p>An operational and outcomes testing approach must be completed in order to identify the measures to be used in evaluating successful completion of the solution requirements milestone. The measures provided in the operational and outcomes testing approach will need to address the following solution requirements components:</p> <ul style="list-style-type: none"> • Business landscape • Capability Mapping • Application Catalogue • Business Dealing Catalogue • Business Reports Catalogue • Business Dealing Specification • Standard Business Process and RIM review 	30 Aug 2012	\$0.135m

Attachment E to the Project Agreement for the planning and design of the Common Registry Solutions

		<ul style="list-style-type: none"> • Report Specification • Non-function requirements • Application and Integration Architecture • Application Risk Assessment • Candidate Solution Services • Client Experiences • Stakeholder and Communications • Customer Relationship Management (CRM) 		
Total				\$0.225m