

PROJECT AGREEMENT FOR THE DETAILED DESIGN OF THE COMMON REGISTRY SOLUTIONS

Council of
Australian
Governments

An agreement between

the Commonwealth of Australia and
the States, being:
New South Wales
Queensland
South Australia

The output of this project will be to contribute to the detailed design of the Common Registry Solutions (CRS).

Project Agreement for the detailed 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. This Agreement is in support of the second phase (Stream 1) of the National Water Market System (NWMS) project. The Commonwealth has agreed to provide a financial contribution to assist States and Territories in the design of the Common Registry Solutions (CRS) which will provide improved water registers.
3. This Agreement constitutes the entire agreement for this stream of the project.

PART 1 – FORMALITIES

Parties to this Agreement

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

Term of the Agreement

5. This Agreement will commence as soon as the Commonwealth and one other Party signs the Agreement and will expire on 7 June 2013 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.

PART 2 – PROJECT OUTPUT

Output

6. The output of this Agreement will be to actively contribute to the detailed design of the CRS. The deliverables for each State are defined in Attachments A to C.

PART 3 ROLES AND RESPONSIBILITIES OF EACH PARTY

Role of the Commonwealth

7. The Commonwealth will be responsible for:
 - (a) providing leadership to the States in the CRS design activities;
 - (b) 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;
 - (c) providing a consequent financial contribution to the States to support the implementation of this Agreement;
 - (d) providing design templates for use by the States in the design of the CRS; and
 - (e) assisting States with the delivery of the project output.

Role of States

8. 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; and
 - (c) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments.
9. The States agree to participate in community governance (including Program Management Group (PMG), Architecture Reference Group (ARG) and CRS Delivery Group. Other forums/committees may be established to ensure the success of the project.
10. 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 States are not expected to redefine its internal architecture or standards.
11. Each State agrees to maintain a Jurisdictional Implementation Group (JIG) that will monitor and oversee each of their projects. The Commonwealth will have representation on this JIG.

Shared roles

12. All 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

13. Attachments A to C of the Agreement summarise the milestones and deliverables for each State, 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.

Reporting arrangements

14. States will provide 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 proposes 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 – FINANCIAL ARRANGEMENTS

15. The Commonwealth will provide a total financial contribution to the States of \$2.386 million in respect of this agreement which will be distributed as defined in Attachments A to C. All payments are GST exclusive.
16. The Commonwealth's funding contribution will not be reduced where the States secures 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 1.

Table 1: Estimated financial contributions

(\$ million)	2012-13	Total
Estimated total budget	2.386	2.386
Less estimated National Partnership Payments	2.386	2.386
Balance of non-Commonwealth contributions	0.000	0.000

18. 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 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.

Interpretation

28. For the purposes of this Agreement:

(a) State project plan means the implementation document that describes in detail, the changes to be made to the State's Water Systems and how the process will be managed, controlled and reported. The State project plan is the founding document and must be agreed by all of the parties responsible for the current system and those putting into practise the agreed changes.

(b) State solution requirements mean the suite of design documents based on NWMS templates. These documents will describe each of the necessary changes to be made to the current ICT system to upgrade it to the desired standard.

(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 solution.

(d) Business dealings refer to a suite of analysis documents detailing each specific process or transaction that the State's Water Systems must execute as an effective tool. The mapping of each process from start to finish is a prerequisite for the design of an improved ICT system.

- (e) Technical dealing specifications refer to a suite of technical design document that include system use cases and sequence diagrams for each documented business dealing.

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 Water

[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 Queensland by***

The Honourable Andrew Cripps MP
Minister for Natural Resources and Mines

[Day] [Month] [Year]

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

The Honourable Ian Hunter MLC
Minister for Sustainability, Environment and
Conservation

[Day] [Month] [Year]

Attachments

- A. New South Wales milestone and payment schedule
- B. Queensland milestone and payment schedule
- C. South Australia milestone and payment schedule