

NATIONAL ANTIMICROBIAL UTILISATION SURVEILLANCE PROGRAM (NAUSP)

Council of
Australian
Governments

An agreement between

- the Commonwealth of Australia and
- the State of South Australia

The outputs of this project will be the timely collection, analysis and reporting of inpatient antimicrobial usage data and trends at a national and individual hospital level, to provide information to support the development of strategies to minimise antimicrobial resistance.

Project Agreement for National Antimicrobial Utilisation Surveillance Program

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 timely inpatient antimicrobial usage data that includes collection, analysis and reporting of trends at a national and individual hospital level. This monitoring system will support the development of strategies to minimise antimicrobial resistance. This program is undertaken by the State of South Australia to the benefit of all jurisdictions.
3. This Agreement constitutes the entire agreement for this project.

PART 1 – FORMALITIES

Parties to this Agreement

4. This Agreement is between the Commonwealth of Australia (the Commonwealth) represented by the Minister for Health and the State of South Australia (the State) represented by the State Minister with portfolio responsibility for health.

Term of the Agreement

5. This Agreement will commence as soon as the Commonwealth and the State signs the Agreement, and will expire on 30 June 2014 or on completion of the project, including the acceptance of final performance reporting and processing of final payments against milestones, unless terminated earlier or extended as agreed in writing by the Parties.

Enforceability of the Agreement

6. 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

7. The Commonwealth will be responsible for:
 - a) monitoring and assessing achievement against milestones in the delivery of the National Antimicrobial Utilisation Surveillance Program under this Agreement to ensure that outputs are delivered within the agreed timeframe; and
 - b) providing a consequent financial contribution to the State to support the implementation of this Agreement.

Role of South Australia

8. The State will be responsible for:
 - a) all aspects of delivering on the project outputs set out in this Agreement; and
 - b) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments.
9. 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 2 – PROJECT OUTPUTS

Output

10. The output of this Agreement will be maintenance of the existing National Antimicrobial Utilisation Surveillance Program, as at the commencement of this Agreement, including through the:
 - a) collation, analysis and reporting on antimicrobial usage data derived from pharmacy dispensing records of participating hospitals, and where applicable provision of a comparative analysis of intensive care unit (ICU) and non-ICU antimicrobial usage;
 - b) provision of regular feedback to participating hospitals through bi-monthly usage reports, with data pertaining to antimicrobial use at each individual hospital compared to the national average;
 - c) publication of bi-monthly, national usage reports, within 60 days of the completion of each reporting period, on the South Australia Department of Health website; and
 - d) publication of annual national usage reports, within 120 days of the completion of each reporting period, including a comparison with international data on the South Australia Department of Health website.

PART 3 – FINANCIAL ARRANGEMENTS

11. The Commonwealth will provide a total financial contribution to the State of \$450,000 in respect of this Agreement. All payments are GST-exclusive.
12. The Commonwealth's funding contribution will not be reduced where the State secures funding from other activity partners through innovative and collaborative partnerships.
13. The Commonwealth's and the State's estimated financial contribution to the operation of this Agreement, including through National Partnership payments to the State 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)	2011/12	2012/13	2013/14	Total
Estimated total budget	0.20	0.20	0.20	0.60
Less estimated National Partnership Payments	0.15	0.15	0.15	0.45
Balance of estimated non-Commonwealth contributions	0.05	0.05	0.05	0.15

14. National Partnership payments to the State will be paid in accordance with *Schedule D – Payment Arrangements* of the **Intergovernmental Agreement on Federal Financial Relations**.
15. 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 State 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 the State to deliver projects cost effectively and efficiently.

PART 4 – PROJECT MILESTONES, REPORTING AND PAYMENTS

Table 2: Milestones, reporting and payment summary

Output	Milestones	Date due	Relevant Report due	Payment
Maintenance of the existing National Antimicrobial Utilisation Surveillance Program, as at the commencement of this Agreement.	Acceptance by the Commonwealth of the 2010/11 annual usage report demonstrating the delivery of outputs to the satisfaction of the Commonwealth.	30 days after signing of the Agreement	<ul style="list-style-type: none"> • Annual usage report (Item 10d) • Project report (Item 16) 	\$0.15m
	Acceptance by the Commonwealth of the 2011/12 annual usage report demonstrating the delivery of outputs to the satisfaction of the Commonwealth.	31/10/2012	<ul style="list-style-type: none"> • Annual usage report (Item 10d) • Project report (Item 16) 	\$0.15m
	Acceptance by the Commonwealth of the 2012/13 annual usage report demonstrating the delivery of outputs to the satisfaction of the Commonwealth.	31/10/2013	<ul style="list-style-type: none"> • Annual usage report (Item 10d) • Project report (Item 16) 	\$0.15m
	Acceptance by the Commonwealth of the 2013/14 annual usage report demonstrating the delivery of outputs to the satisfaction of the Commonwealth.	31/10/2014	<ul style="list-style-type: none"> • Annual usage report (Item 10d) 	Nil

Reporting arrangements

16. The State will prepare a Project Report within 90 days of the completion of each financial year as agreed under the Project Agreement. The Project Report will be a stand-alone document that can be used for public information dissemination purposes. Each Project Report will:
 - a) describe the conduct, benefits and outcomes of the Project;
 - b) evaluate the Project from the responsible Party's perspective; and
 - c) include a discussion of any other matters relating to the project, limited to the minimum necessary for the effective assessment of performance, which the Commonwealth notifies the State should be included in the project reports at least 60 days before they are due.

PART 6 – GOVERNANCE ARRANGEMENTS

Dispute resolution

17. Any Party may give notice to other Parties of a dispute under this Agreement.
18. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
19. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.
20. If a dispute cannot be resolved by the relevant Ministers, it may be referred to the Prime Minister and the Premier for consideration.

Variation of the Agreement

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

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

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

The Hon Tanya Plibersek MP
Minister for Health

2012

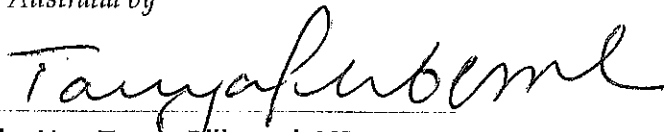
Signed *for and on behalf of the
State of South Australia by*

The Honourable John Hill MP
Minister for Health

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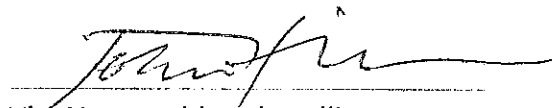
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31. 3 2012

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21/2 2012