

PROJECT AGREEMENT FOR NATIONAL CRITICAL CARE AND TRAUMA RESPONSE CENTRE

An agreement between:

- the Commonwealth of Australia; and
- the Northern Territory.

The output of this project will be the continued operation and development of the National Critical Care and Trauma Response Centre as a hub of evidence based emergency care, research and education, and to respond to incidents of national significance.

Project Agreement for National Critical Care and Trauma Response Centre

OVERVIEW

1. This Project Agreement (the Agreement) is created subject to the provisions of the Intergovernmental Agreement on Federal Financial Relations (IGA FFR) 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 IGA FFR.

Purpose

2. This Agreement will support the continued operation and development of the National Critical Care and Trauma Response Centre (NCCTRC) in Darwin as a hub of evidence based emergency care, research and education and its maintenance in a state of readiness as an effective and continually improving enabler of health responses to incidents of national significance, including deployable capability.

Reporting Arrangements

3. The Northern Territory will report annually against the agreed milestones during the operation of this Agreement, as set out in Part 4 – Project Milestones, Reporting and Payments.

Financial Arrangements

4. The Commonwealth will provide an estimated total financial contribution to the Northern Territory of \$63.535 million, exclusive of GST in respect of this Agreement, as set out in Part 5 – Financial Arrangements.

PART 1 – FORMALITIES

5. This Agreement constitutes the entire agreement for this project.

Parties to this Agreement

6. This Agreement is between the Commonwealth of Australia (the Commonwealth) and the Northern Territory.

Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and the Northern Territory sign it and will expire on 30 June 2019 or on completion of the project, including final performance

reporting and processing of final payments against milestones, unless terminated earlier or extended as agreed in writing by the Parties.

PART 2 – PROJECT OUTPUT

Output

8. The output of this Agreement will be the continued operation and development of the NCCTRC's national and region response capability and its maintenance in a state of readiness to respond to incidents of national significance including:

Response capability

- (a) Maintenance of Royal Darwin Hospital (RDH) surge capacity and related infrastructure that is critical to NCCTRC operations including:
 - i. maintaining the trauma service in accordance with Royal Australian College of Surgeons accreditation standards;
 - ii. training, exercising and maintaining a surge capacity workforce; and
 - iii. emergency planning for RDH and activation plans for NCCTRC.
- (b) Maintenance and ongoing development of Australian Medical Assistance Team (AUSMAT) capacity including:
 - i. training, exercising and preparing personnel for deployment;
 - ii. capability improvements including review and maintenance of AUSMAT database and NCCTRC cache assets; and
 - iii. contributing to the ongoing review and maintenance of the AUSMAT manual.
- (c) Maintenance of the NCCTRC's role as Australia's Centre of Excellence for health disaster response, including:
 - i. contributing to the strategic direction and development of national response plans and protocols;
 - ii. identifying and implementing lessons learned from exercises and deployments;
 - iii. leading, coordinating and conducting research activities that influence and enhance national response protocols and decision making processes; and
 - iv. supporting the development, implementation and/or review of international initiatives that facilitate more timely and effective disaster responses within the region (including the World Health Organization Global Health Emergency Workforce initiatives).
- (d) Response to Commonwealth requests for disaster and medical assistance and reporting on the patient care and services delivered during the deployment.

National collaboration

- (e) Maintenance of collaborative relationships with relevant health organisations (including response counterparts) and participation as a member on the Australian Health

Protection Principal Committee, the National Health Emergency Management Standing Committee and the AUSMAT Working Group.

- (f) Work collaboratively to ensure the Commonwealth Department of Health is appropriately informed and involved in relation to activities that involve other Commonwealth agencies and international organisations or governments.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

Role of the Commonwealth

- 9. The Commonwealth will be responsible for:
 - (a) monitoring and assessing achievement against milestones in the delivery of NCCTRC services under this Agreement to ensure that outputs are delivered within the agreed timeframes; and
 - (b) providing a consequent financial contribution to the Northern Territory to support the implementation of this Agreement.

Role of the Northern Territory

- 10. The Northern Territory 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.

Shared roles

- 11. The Parties will meet the requirements of Schedule E, Clause 26 of the IGA FFR, 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

- 12. Table 1 summarises the milestones for the project, their relationship to the outputs, expected completion dates, relevant reporting dates and expected payments to be made. The Commonwealth will make payments subject to the annual performance report demonstrating the relevant milestone has been met.

Table 1: Performance requirements, reporting and payment summary

Output	Performance milestones or benchmarks	Report due	Payment
The continued operation and development of the NCCTRC's national and regional response capability and its maintenance in a state of readiness to respond to incidents of national significance.	Demonstration of the achievement of the output through the annual performance report in accordance with clause 14 of this Agreement.	30/04/2016 for the 1 July 2015 to 31 March 2016 period	\$15.461m
		30/04/2017 for the 1 April 2016 to 31 March 2017 period	\$15.740m
		30/04/2018 for the 1 April 2017 to 31 March 2018 period	\$16.023m
		30/04/2019 for the 1 April 2018 to 31 March 2019 period	\$16.311m

13. If a milestone is met in advance of the due date, where the relevant performance report demonstrates that the milestone has been met, the Commonwealth may make the associated payment earlier than scheduled provided it falls within the same financial year as the original milestone date.

Reporting arrangements

14. The Northern Territory will provide performance reports in accordance with Table 1 during the operation of the Agreement. Each performance report is to contain a description of actual performance in the period to date against the project milestones.

PART 5 – FINANCIAL ARRANGEMENTS

15. The Commonwealth will provide an estimated total financial contribution to the Northern Territory of \$63.535 million in respect of this Agreement. All payments are GST exclusive.
16. The Commonwealth's funding contribution will not be reduced where the Northern Territory secures funding from other activity partners.

17. The Commonwealth's and the Northern Territory's estimated financial contributions to the operation of this Agreement, including through National Partnership payments to the States paid in accordance with *Schedule D — Payment Arrangements* of the IGA FFR, are shown in Table 2.

Table 2: Estimated financial contributions

(\$ million)	2015-16	2016-17	2017-18	2018-19	Total
Estimated total budget	15.461	15.740	16.023	16.311	63.535
Less estimated National Partnership Payments	15.461	15.740	16.023	16.311	63.535
Balance of non-Commonwealth contributions	0.0	0.0	0.0	0.0	0.0

18. Having regard to the agreed estimated costs of projects specified in this Agreement, the Northern 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 Northern Territory will bear 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 Northern Territory 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 both the Parties.
21. Either Party to the Agreement may terminate their participation in the Agreement at any time by notifying the other Party in writing.

Delegations

21. 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

22. Either Party may give notice to the other Party of a dispute under this Agreement.
23. Officials of both Parties will attempt to resolve any dispute in the first instance.
24. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.

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

Signed for and on behalf of the Commonwealth of Australia
by



The Honourable Sussan Ley MP
Minister for Health

[Day] [Month] [Year]

Signed for and on behalf of the
Northern Territory by



The Honourable Johan (John) Wessel Elferink MLA
Minister for Health

[Day] [Month] [Year]

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