

NATIONAL PARTNERSHIP AGREEMENT ON THE COMMONWEALTH HEADS OF GOVERNMENT MEETING 2011

Council of
Australian
Governments

An agreement between

- n the Commonwealth of Australia and
- n the State of Western Australia

This Agreement will contribute to a successful, safe and secure Commonwealth Heads of Government Meeting (CHOGM), to be hosted by the Prime Minister, in Perth in October 2011.

National Partnership Agreement on the Commonwealth Heads of Government Meeting 2011

INTERGOVERNMENTAL AGREEMENT ON FEDERAL FINANCIAL RELATIONS

PRELIMINARIES

1. This National Partnership Agreement (the Agreement) is created subject to the provisions of the Intergovernmental Agreement on Federal Financial Relations (IGA) 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.
2. In entering this Agreement, the Commonwealth and the State of Western Australia (the State) recognise that they have a mutual interest in ensuring the Commonwealth Heads of Government Meeting (CHOGM), to be hosted by the Prime Minister in Perth in October 2011, is a successful, safe and secure event, and need to work together to achieve this outcome.
3. This agreement will be implemented consistently with the objectives and outcomes of all National Agreements and National Partnerships agreed by the Parties
4. For the purposes of this National Partnership Agreement, the 'Project' is defined as the provision of security, traffic management and health related services for CHOGM 2011.

Part 1 — Formalities

Parties to this Agreement

5. This Agreement is between the Commonwealth of Australia (the Commonwealth) and Western Australia (the State).

Term of the Agreement

6. This Agreement will commence as soon as the Commonwealth and the State sign the Agreement and will expire on 30 June 2012, or on completion of the project, including the acceptance of final performance reporting and processing of final payments against project milestones. The Agreement may be terminated earlier or extended as agreed in writing by the Parties.
7. The Implementation Plan agreed between the Commonwealth and the State will commence as soon as it is agreed, or at a date specified in the Implementation Plan.

Enforceability of the Agreement

8. 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.

PART 2 – OBJECTIVES, OUTCOMES AND OUTPUTS

9. The objective of this agreement is a safe, secure and well-managed CHOGM that enhances Australia's and the State's reputations as world-class hosts and event destinations.
10. This Agreement will facilitate the following outcomes:
 - (a) a safe and secure event for Heads of Delegations, delegates and Perth residents;
 - (b) an event that facilitates the ethos of CHOGM;
 - (c) national and international stakeholders view Australia as a world-class host country; and
 - (d) national and international stakeholders view Western Australia as a world-class event destination.
11. The objectives and outcomes of this Agreement will be achieved through execution of an Implementation Plan which will describe roles, responsibilities, outputs and key performance indicators of both Parties. The plan will cover key aspects of the event such as security and medical arrangements.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

12. To meet the objective and commitments in this Agreement, each Party has specific roles and responsibilities, as outlined below and in the Schedules and the Implementation Plan to this Agreement.

Role of the Commonwealth

13. The Commonwealth agrees to be accountable for the following roles and responsibilities:
 - a providing a financial contribution to the State to support the implementation of this Agreement;
 - b developing an Implementation Plan in consultation with the State; and
 - c monitoring and assessing the performance in the delivery of projects under this Agreement to ensure that outputs are delivered and outcomes are achieved within the agreed timeframe.

Role of the State

14. The State agrees to be accountable for the following roles and responsibilities:
 - a developing an Implementation Plan in consultation with the Commonwealth;

- b monitoring and assessing the performance in the delivery of projects under this Agreement;
- c delivering on outcomes and outputs assigned to the State for implementation; and
- d reporting on the delivery of outcomes and outputs as set out in Part 4 – Performance Benchmarks and Reporting.

Shared roles and responsibilities

- 15. The Commonwealth and the State share the following roles and responsibilities:
 - a participating in consultations as appropriate regarding the implementation of this Agreement; and
 - b negotiating new or revised Schedules, including an Implementation Plan, to this Agreement.
- 16. The 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 an Implementation Plan, and that the roles of both Parties will be acknowledged and recognised appropriately.

PART 4 – PERFORMANCE BENCHMARKS AND REPORTING

Performance indicators

- 17. Achievement of the objectives and outcomes in this Agreement will be informed with reference to performance indicators outlined in the Implementation Plan.

Performance benchmarks

- 18. Achievement of the objectives and outcomes of this Agreement will be informed with reference to performance benchmarks specified in the Implementation Plan.

Reporting arrangements

- 19. The State will provide reports to the Commonwealth against the agreed performance benchmarks in accordance with the Implementation Plan.

PART 5 – FINANCIAL ARRANGEMENTS

Financial contributions

- 21. The Commonwealth will provide a total financial contribution to the State to a maximum of \$43.3 million in respect of this Agreement, subject to there being no increase in the terrorism threat level or National Terrorism Public Alert System. The Commonwealth's funding contribution will not be reduced where the State secures funding from other activity partners through innovative and collaborative partnerships.
- 22. The Commonwealth'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 IGA are shown in Table 1.

Table 1: Estimated financial contributions

(\$ million)	2011-12	Total
National Partnership payments to the State of Western Australia	43.3	43.3

Project management risk

23. Subject to no increase to the current threat alert level of MEDIUM or National Terrorism Public Alert System, the State bears all risk should the costs of a project exceed the estimated costs. The parties acknowledge that this arrangement provides the maximum incentive for the State to deliver projects cost-effectively and efficiently.

PART 6 – GOVERNANCE ARRANGEMENTS

Dispute resolution


24. Any Party may give notice to the other Party of a dispute under this Agreement.
25. Officials of the Parties will attempt to resolve any dispute in the first instance.
26. If a dispute is unable to be resolved by officials, it may be escalated to the relevant Ministers.
27. If a dispute is unable to be resolved by the relevant Ministers, it may be referred to the Prime Minister and Premier for consideration.

Variation of the Agreement

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

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

Signed for and on behalf of the Commonwealth
of Australia by

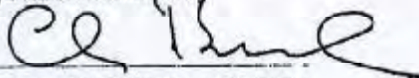


The Honourable Julia Gillard MP
Prime Minister of the Commonwealth of Australia

2 September 2011

October

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



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

28 September 2011