

CLOSING THE GAP: NATIONAL PARTNERSHIP AGREEMENT ON REMOTE INDIGENOUS PUBLIC INTERNET ACCESS

Council of
Australian
Governments

An agreement between

- the Commonwealth of Australia and
- the States and Territories, being:
 - ◆ The State of New South Wales;
 - ◆ The State of Queensland;
 - ◆ The State of Western Australia;
 - ◆ The State of South Australia;
 - ◆ The State of Tasmania; and
 - ◆ The Northern Territory of Australia.

An Agreement to improve public access internet facilities and related computer training in remote Indigenous communities.

Closing the Gap: National Partnership Agreement on Remote Indigenous Public Internet Access

INTERGOVERNMENTAL AGREEMENT

PRELIMINARIES

1. This 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 subsidiary schedules. In particular, the schedules include direction in respect of performance reporting and payment arrangements.
2. The Parties are committed to addressing the issue of social inclusion, including responding to Indigenous disadvantage. That commitment is embodied in the objectives and outcomes of this agreement. The Parties have also agreed other objectives and outcomes – for example, in the National Indigenous Reform Agreement – which the Parties will pursue through the broadest possible spectrum of government action. Consequently, this agreement will be implemented consistently with the objectives and outcomes of all National Agreements and National Partnerships entered into by the Parties.
3. As part of the initial response package to the recommendations of the Regional Telecommunications Independent Review Committee, the Australian Government has committed to delivering an *Indigenous Communications Program* that will improve access to telecommunications services in remote Indigenous communities.
4. This National Partnership Agreement, which contributes to the Closing the Gap targets agreed in the National Indigenous Reform Agreement, has been established to deliver improved public internet access facilities and training in computer and internet use to remote Indigenous communities.
5. Through this Agreement, the Commonwealth, States and the Northern Territory will work together with targeted remote Indigenous communities to improve Indigenous Australians' access to internet services and to provide basic skills required to utilise the resources of the internet, particularly in the areas of financial management, education, health, communication and economic, employment and business opportunities.

PART 1 – FORMALITIES

Parties to this Agreement

6. In entering this Agreement, the Commonwealth and the States and the Northern Territory recognise that they have a mutual interest in improving outcomes in the area of remote Indigenous public internet access and associated computer training, and need to work together to achieve those outcomes.

Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and one other Party signs the Agreement and will expire on 30 June 2013, or earlier termination as agreed in writing by the Parties.

Delegations

8. The Minister for Broadband, Communications and the Digital Economy is authorised to agree the Implementation Plans on behalf of the Commonwealth and certify that payments may be made to the States and the Northern Territory on the achievement of performance benchmarks specified in the Implementation Plans.
9. State and Territory Premiers or Chief Ministers (or their nominees) are authorised to agree the Implementation Plan on behalf of their State or Territory.

Interpretation

10. Unless otherwise specified, the following terms and definitions are used throughout this Agreement:
 - (a) **Agreement** means this Agreement and any attached bilateral implementation plans, schedules or annexures.
 - (b) **COAG** means the Council of Australian Governments.
 - (c) **Indigenous** means people who identify as Aboriginal and/or Torres Strait Islander.
 - (d) **Remote** and **very remote** have the same meaning as the definitions of 'Remote Australia' and 'Very Remote Australia' according to the Australian Bureau of Statistics' Australian Standard Geographical Classification Remoteness Structure (ASGCRS) (ABS Cat. No. 1216.0). The ASGCRS is based on the Accessibility/Remoteness Index of Australia (ARIA).
 - (e) **Remote Indigenous community** means a discrete community bounded by physical or cadastral boundaries that is inhabited or intended to be inhabited predominantly (greater than 50 per cent of usual residents) by Aboriginal and/or Torres Strait Islander people, and located in a region classified as 'Remote Australia' or 'Very Remote Australia' according to the ASGCRS.
 - (f) **States** means the states of Australia that are party to this agreement, being Queensland, New South Wales, South Australia, Western Australia and Tasmania.

PART 2 – OBJECTIVES, OUTCOMES AND OUTPUTS

Objectives

11. Investment in communications services for the benefit of Indigenous people in remote Indigenous communities will contribute to achieving the targets agreed by COAG for closing the gap in Indigenous disadvantage. The Parties agree that this investment will have regard to the *National principles for investments in remote locations*, as agreed by COAG under the *National Partnership Agreement on Remote Service Delivery*.
12. Through this Agreement, the Parties seek:
 - (a) enhanced social inclusion and community well-being in remote Indigenous communities by improving links between people, information and technology;
 - (b) improved access for Indigenous Australians in remote Indigenous communities to basic information and communication services required for participation in contemporary Australian economic, political and social life;
 - (c) reduced barriers to the use of information and communication technology in remote Indigenous communities; and
 - (d) better understanding of the benefits of the effective use of the internet and associated hardware and software in remote Indigenous communities.

Outcomes

13. The Agreement will contribute to the following specific outcomes in remote Indigenous communities:
 - (a) increased public access to online resources and services, principally for financial, educational, health, economic and social purposes;
 - (b) increased awareness of the benefits and uses of online resources and services;
 - (c) increased computer literacy enabling effective use of information and communication technology and the internet;
 - (d) increased information literacy enabling the search for, evaluation and use of online information; and
 - (e) increased internet use that facilitates transactions and communication with government agencies, businesses, communities and families.

Outputs

14. The Parties agree that outputs will be delivered having regard to the *Service delivery principles for programs and services for Indigenous Australians* as agreed by COAG under the *National Partnership Agreement on Remote Service Delivery*.
15. The objectives and outcomes of this Agreement will be achieved by:

Output 1: providing over the life of this Agreement new or expanded public internet access, tailored to individual community circumstances, to remote Indigenous communities identified in the Implementation Plans for each State and the Northern Territory. Eligible remote Indigenous communities will have limited or no public access internet facilities and populations that are generally 100 or more people. Internet access facilities must include appropriate

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filtering of illegal and offensive material, including filtering of restricted sites so they are not accessible by minors.

Output 2: maintenance of public internet facilities installed under Output 1 to ensure they remain functional and accessible for the life of this Agreement.

Output 3: delivery of training sessions, tailored to individual community needs, in up to 60 remote Indigenous communities per year with populations of generally 100 or more people that provide Indigenous Australians with skills in:

- (a) basic computer use;
- (b) using internet applications including email and web browsers;
- (c) applied internet use, with a focus on financial management, education, health, communication, government transactions, and economic and employment opportunities;
- (d) locating and navigating internet search engines and databases, constructing effective searches, evaluating websites and accessing culturally appropriate digitised objects; and
- (e) peer support techniques that enable users with a higher skill level to provide basic assistance to other community members in using computers and the internet.

16. In delivering the above outputs, priority will be given to:

- (a) the initial priority locations identified by COAG under the National Partnership Agreement on Remote Service Delivery (listed at Schedule A), where they meet the criteria specified at Output 1 as described at paragraph 15 above;
- (b) communities that have no public internet access;
- (c) communities with a higher population (preferably 100 or more) over those with a lower population; and
- (d) with respect to Output 3, priority will be given to those communities that receive services under Outputs 1 and 2.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

17. To realise the objectives and commitments in this Agreement, each Party has specific roles and responsibilities, as outlined below.

Role of the Commonwealth

18. The Commonwealth will have responsibility for:

- (a) providing a financial contribution to the States and the Northern Territory for the delivery of outputs as set out in this Agreement;
- (b) holding intergovernmental consultations regarding implementation of this Agreement; and
- (c) assessing the eligibility and priority of remote Indigenous communities nominated to receive funding under this Agreement in accordance with the outputs as described at paragraph 15 and the process agreed at paragraph 20(c).

Role of the States and Territories

19. The States and the Northern Territory will have responsibility for:
 - (a) identifying and nominating eligible remote Indigenous communities to receive facilities and services under this Agreement;
 - (b) administration of funding and procurement of services to deliver the outputs and outcomes as set out in this Agreement and in the Implementation Plans;
 - (c) delivering the full value of Commonwealth financial contributions to the outputs as set out in this Agreement;
 - (d) providing in-kind administration and staff support to implement this Agreement; and
 - (e) monitoring, assessing performance and reporting on delivery of the facilities and services under this Agreement.

Shared roles and responsibilities

20. The States, the Northern Territory and the Commonwealth share the following roles and responsibilities, working in partnership to:
 - (a) consult with Indigenous communities and other relevant stakeholders;
 - (b) plan and develop bilaterally agreed Implementation Plans;
 - (c) agree to a process on the nomination of and delivery of services in remote Indigenous communities to receive funding under this Agreement, consistent with the priorities specified at paragraph 16 and having regard to the principles articulated in the *National principles for investments in remote locations* and the *Service delivery principles for programs and services for Indigenous Australians*; and
 - (d) conduct evaluations and reviews of services delivered under this Agreement from time to time as deemed necessary by the parties to this Agreement.

PART 4 – PERFORMANCE BENCHMARKS AND REPORTING

Performance benchmarks and indicators

21. The Commonwealth, the States and the Northern Territory agree that progress in relation to achievement of the outcomes specified in this Agreement will be measured by following performance benchmarks and indicators:

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Performance indicator	Performance benchmark
A reduction in the number of remote Indigenous communities that have limited or no public internet access.	New or expanded public internet access is provided to 90 per cent of approved communities annually.
An increased number of people in remote Indigenous communities that have received training in information technology and internet use.	Training in information technology and internet use is provided to 90 per cent of approved communities annually. Training is received by 90 per cent of agreed participants annually.
An increase in transactions and communication between remote Indigenous communities and government agencies, businesses, communities and families.	All communities receiving new or expanded public internet access have internet facilities in use.

22. Values for the performance benchmarks relating to the number of communities and training participants will be agreed and specified in the Implementation Plans.

Implementation plan

23. The Commonwealth will jointly develop and agree on an annual Implementation Plan with each State and the Northern Territory to achieve the objectives of this Agreement. The Implementation Plans will be agreed within three months of signing this Agreement.
24. The Implementation Plans will include:
- (a) the target communities to receive services under this Agreement;
 - (b) the mode of delivery of services to be provided under this Agreement;
 - (c) basic data on existing levels of internet access in target communities;
 - (d) specific values for performance benchmarks;
 - (e) timelines for achieving performance benchmarks, including phased achievement of performance benchmarks where appropriate;
 - (f) a schedule of payments; and
 - (g) reporting requirements.
25. The Implementation Plans will be reviewed by the Parties on an annual basis.
26. Amendments to the Implementation Plans can be requested by the Parties at any time, to accommodate emerging issues. These amendments will need to be agreed in writing bilaterally with the Commonwealth.

Reporting

27. The States and the Northern Territory will report on a six monthly basis to the Commonwealth against the performance indicators and timelines, as detailed in the Implementation Plans.
28. The reports will be provided in the timeframes and format as specified in the Implementation Plans.

PART 5 – FINANCIAL ARRANGEMENTS

Funding

29. The maximum amount of funding available from the Commonwealth in total will be:
- 2009-10 — \$0.630 million
 - 2010-11 — \$2.274 million
 - 2011-12 — \$2.009 million
 - 2012-13 — \$2.054 million.
30. The distribution of this maximum funding between the States and the Northern Territory will be specified in the Implementation Plans, in accordance with the following funding parameters:

Year	Activity	Output	Total funding *†
2009-10	New public internet access	1	\$300,000
	Expand public internet access	1	\$150,000
	Training	3	\$180,000
2010-11	New public internet access	1	\$614,400
	Expand public internet access	1	\$307,200
	Maintain public internet access	2	\$614,400
	Training	3	\$737,280
2011-12	Expand/maintain public internet access	1, 2	\$1,255,800
	Training	3	\$753,480
2012-13	Expand/maintain public internet access	1, 2	\$1,283,520
	Training	3	\$770,100

* Funding from 2010-11 is subject to indexation adjustments.

† Within each jurisdiction's funding allocation, the actual amount directed to each community may be allocated according to need. This will be specified in each jurisdiction's Implementation Plan.

Payment schedule

31. The Commonwealth will make annual project payments to the States and the Northern Territory subject to the achievement of annual benchmarks specified in the Implementation Plans.
32. Each State and the Northern Territory will receive total annual funding in advance following agreement to the annual Implementation Plan.

PART 6 – GOVERNANCE ARRANGEMENTS

Dispute resolution

33. Any Party may give notice to other Parties of a dispute under this Agreement.

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34. The relevant delegates will attempt to resolve any dispute in the first instance.
35. If a dispute cannot be resolved between the relevant delegates, it may be escalated to relevant Ministerial Council or COAG Working Group for consideration.
36. If a dispute cannot be resolved by the relevant Ministerial Council or COAG Working Group, it may be referred by a Party to COAG for consideration.

Review of the Agreement

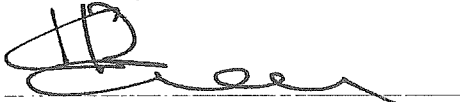
37. The Agreement will be reviewed in 2010-11 with regard to progress made by the Parties in respect of achieving the agreed outcomes.

Variation of the Agreement

38. The Agreement may be amended at any time by agreement in writing by all the Parties and under terms and conditions as agreed by all the Parties.
39. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all the other Parties in writing.

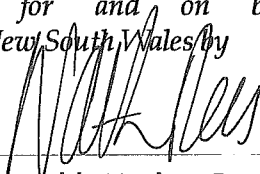
The Parties have confirmed their commitment to this agreement as follows:

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



The Honourable Kevin Rudd MP
Prime Minister of the Commonwealth of Australia
2 July 2009

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



The Honourable Nathan Rees MP
Premier of the State of New South Wales
2 July 2009

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



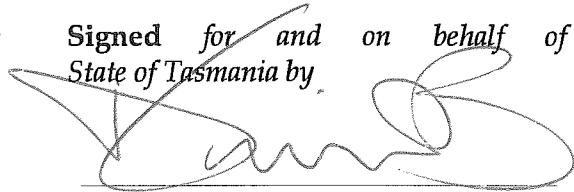
The Honourable Colin Barnett MP
Premier of the State of Western Australia
2 July 2009

*Signed for and on behalf of the
State of Queensland by*



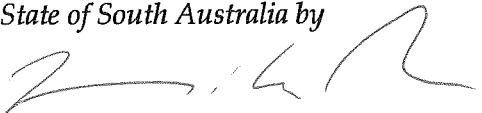
The Honourable Anna Bligh MP
Premier of the State of Queensland
2 July 2009

*Signed for and on behalf of the
State of Tasmania by*



The Honourable David Bartlett MP
Premier of the State of Tasmania
2 July 2009

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



The Honourable Mike Rann MP
Premier of the State of South Australia
2 July 2009

*Signed for and on behalf of the Northern
Territory by*



The Honourable Paul Henderson MLA
Chief Minister of the Northern Territory of Australia
2 July 2009

Initial priority locations

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- A1 The following locations have been identified as initial priority locations by the Council of Australian Governments under the *National Partnership Agreement on Remote Service Delivery*:
- (a) New South Wales: Walgett and Wilcannia;
 - (b) Queensland: Mornington Island, Doomadgee, Hope Vale and Aurukun;
 - (c) Western Australia: Fitzroy Crossing (and surrounding communities), Halls Creek (and surrounding communities), and the Dampier Peninsula (with a focus on Ardyaloon and Beagle Bay);
 - (d) South Australia: Amata and Mimili;
 - (e) Tasmania: nil; and
 - (f) Northern Territory: Galiwin'ku, Gapuwiyak, Gunbalanya, Hermannsburg, Lajamanu, Maningrida, Milingimbi, Nguiu, Ngukurr, Numbulwar, Wadeye, Yirrkala, Yuendumu, Angurugu and Umbakumba.