

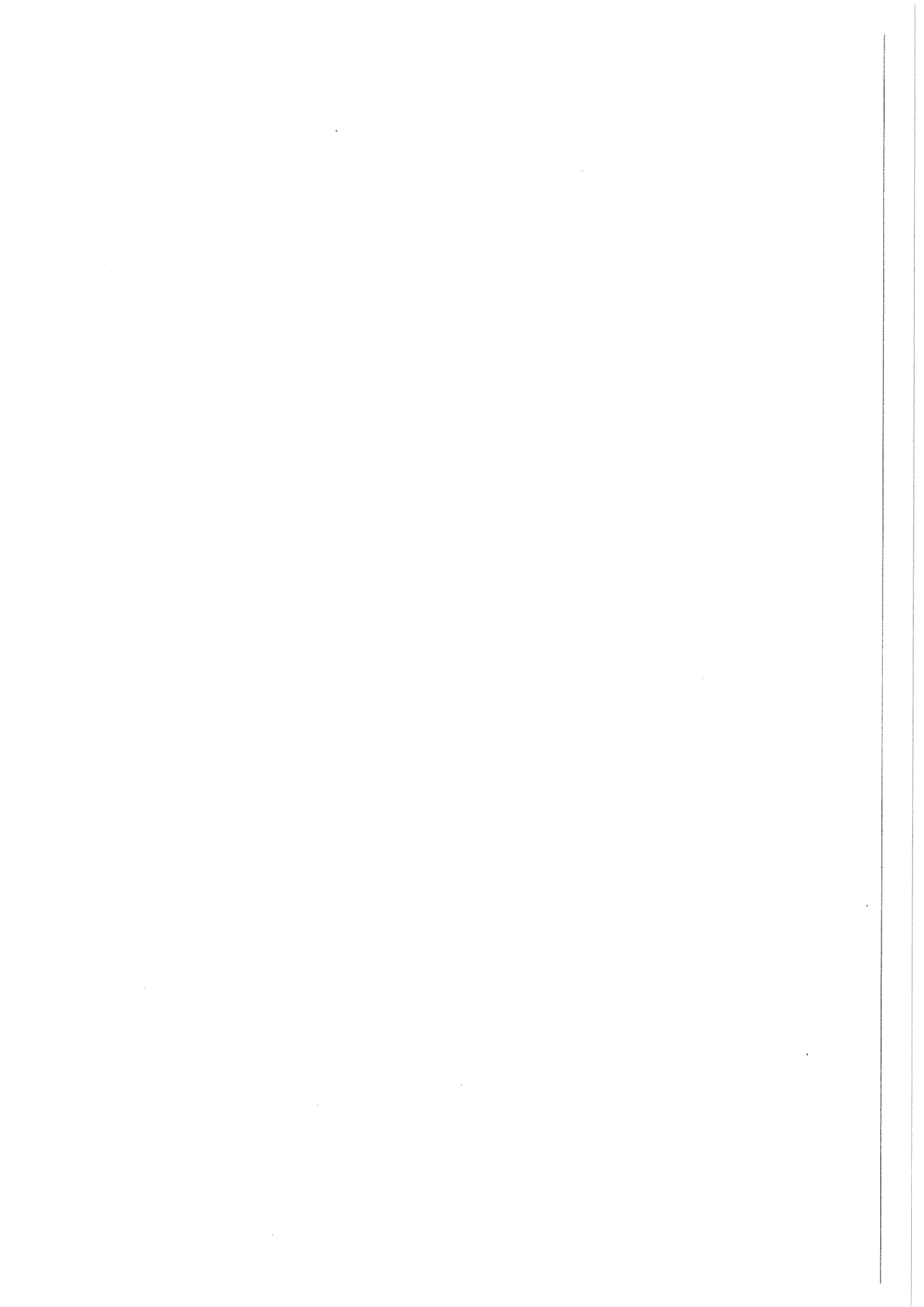
PROJECT AGREEMENT FOR REMOTE INDIGENOUS PUBLIC INTERNET ACCESS, TRAINING AND MAINTENANCE

Council of
Australian
Governments

An agreement between

- the Commonwealth of Australia and
- the States and Territory, being:
 - ◆ New South Wales
 - ◆ Queensland
 - ◆ South Australia
 - ◆ Western Australia
 - ◆ the Northern Territory

The outputs of this project will be the delivery of computer training and maintenance of existing public internet access equipment in remote Indigenous communities.



Project Agreement for Remote Indigenous Public Internet Access, Training and Maintenance

INTERGOVERNMENTAL AGREEMENT ON FEDERAL FINANCIAL RELATIONS

PRELIMINARIES

1. This Project Agreement (the/this Agreement) is created in accordance with 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 replaces the *National Partnership Agreement on Remote Indigenous Public Internet Access* which was agreed by the Commonwealth and relevant States in 2009 and expired on 30 June 2013 but continues the services originally provided under that Agreement.
3. This Agreement will, directly or indirectly, support:
 - (a) the delivery of computer training and maintenance of existing public internet access equipment in the remote Indigenous communities indicated at Schedule A, to provide individuals with the skills to access information and services that will enable them to participate in contemporary Australian economic, political and social life; and
 - (b) the economic participation *Closing the Gap* target agreed to in the *National Indigenous Reform Agreement*, through the acquisition of computer and/or relevant technical skills as well as provision and/or continuation of access to the internet.
4. This Agreement constitutes the entire agreement for the three years of this project (2013-14 to 2015-16).
 - (a) Schedule A lists the communities that have been allocated funding for the delivery of computer training and maintenance of existing public internet access equipment under this Agreement, as originally provided under the *National Partnership Agreement on Remote Indigenous Public Internet Access*.
 - (b) No new or additional communities can receive facilities or services under this Agreement, unless a remote Indigenous community, as identified in Schedule A, chooses to withdraw from this Agreement and the Commonwealth agrees, in writing, to an alternate community, consistent with Clauses 36(b)i to 36(b)iii.
 - (c) This Agreement is the over-arching instrument and outlines the roles and responsibilities of each Party, while each annual Training and Maintenance Activity Plan (Activity Plan) outlines the method/s by which the State will meet the requirements of this Agreement.

PART 1 – FORMALITIES

Parties to this Agreement

5. This Agreement is between the Commonwealth of Australia (the Commonwealth) and New South Wales, Queensland, South Australia, Western Australia and the Northern Territory (the States).

Term of the Agreement

6. This Agreement will commence as soon as the Commonwealth and one other Party signs the Agreement and will expire on 30 June 2016, or on completion of all the activities, including acceptance of final Performance Reports and processing of final payments, unless terminated earlier, or extended, as agreed in writing by the Parties.

PART 2 – OUTPUTS

Outputs

7. The national outputs over the life of this Agreement will be the delivery of:
 - (a) at least 1200 accredited and/or non-accredited computer technology training activities over the life of the Agreement to Indigenous Australians living in the remote Indigenous communities, as identified in Schedule A; and
 - (i) at least 6,000 Indigenous Australians, in total, attend these computer technology training activities.
 - (b) at least 306 maintenance activities, including upgrades and/or replacement, of existing public internet access services and equipment, originally provided under the *National Partnership Agreement on Remote Indigenous Public Internet Access*, and installed in the remote Indigenous communities, as identified in Schedule A.
 - (i) the public internet access services and equipment originally provided under the *National Partnership Agreement on Remote Indigenous Public Internet Access* (or replacements) are operational in at least 90% of remote Indigenous communities, as identified in Schedule A, in each financial year of this Agreement.
8. The outputs relevant to each State will be agreed, in writing, bilaterally and specified in each annual Activity Plan for that State.

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 the activities under this Agreement to ensure that outputs are delivered within the agreed timeframe;
 - (b) providing a consequent financial contribution to the States to support the implementation of this Agreement; and
 - (c) providing support and advice on matters relevant to this Agreement.

Role of the States

10. The States will be responsible for:
 - (a) Providing and reporting on in-kind contributions as outlined in Table 3, to support the implementation of this Agreement;
 - (b) all aspects of delivering on the outputs set out in this Agreement, including:
 - (i) determining and prioritising the training and maintenance needs for each community, as identified in Schedule A, and
 - (ii) developing and delivering training and maintenance activities, as agreed in each annual Activity Plan;
 - (c) reporting on the delivery of outputs as set out in Part 4 – Milestones, Reporting and Payments.

Shared roles

11. The Parties will share the following roles and responsibilities:
 - (a) agree on training and maintenance targets set over the life of the Agreement;
 - (b) agree to the activities outlined in each annual Activity Plan;
 - (c) participate in evaluations and reviews of outputs delivered under this Agreement from time to time as deemed necessary; and
 - (d) identify future strategies to help empower Indigenous people to participate in the digital economy and to assist remote Indigenous communities, as identified in Schedule A, to sustain the provided public internet access facilities, beyond the end of this Agreement.
12. 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 this Agreement, and that the roles of both Parties will be acknowledged and recognised appropriately.

PART 4 – MILESTONES, ACTIVITY PLAN AND REPORTING

13. Table 1 below summarises the key milestones for the Agreement.

Table 1: Milestones, reporting and payment summary

Output	Milestones	Delivery period	Due date (agreed plan)	Payment
Outputs 1 & 2	Agreement to Training and Maintenance Activity Plan for 2013-14	1 March 2014 – 30 June 2014	21 February 2014	\$842,000 (40% of annual allocation)
	Agreement to Training and Maintenance Activity Plan for 2014-15	1 July 2014 – 30 June 2015	1 July 2014	\$860,000 (40% of annual allocation)
	Agreement to Training and Maintenance Activity Plan for 2015-16	1 July 2015 – 30 June 2016	1 July 2015	\$876,000 (40% of annual allocation)
Output	Milestones	Reporting period	Due date (submission)	Payment
Outputs 1 & 2	Acceptance of Performance Report demonstrating achievement of outputs	1 March 2014 – 30 April 2014	15 May 2014	\$1,263,000 (60% of annual allocation)
	Acceptance of Performance Report demonstrating achievement of outputs	1 July 2014 – 30 April 2015	15 May 2015	\$1,290,000 (60% of annual allocation)
	Acceptance of Performance Report demonstrating achievement of outputs	1 July 2015 – 30 April 2016	15 May 2016	\$1,315,000 (60% of annual allocation)

Training and Maintenance Activity Plan

14. Each annual Activity Plan is intended to provide States with the flexibility to prioritise the training and maintenance needs of remote Indigenous communities, as identified in Schedule A, and to identify the methods best suited to meet the needs of those communities.
15. Activities (and related outputs) listed in each Activity Plan only come into effect once the Activity Plan is agreed, in writing, by the relevant Commonwealth and State delegates.
16. Examples of training and maintenance activities may include, but are not limited, to:
 - (a) basic computer/internet training, social networking, cyber security, multimedia/digital content, use of mobile devices, social media, digitisation of Indigenous cultural material and train-the-trainer.
 - (b) replacement and/or upgrade of existing computers, as originally provided under the *National Partnership Agreement on Remote Indigenous Public Internet Access*, internet connectivity; transition to new hardware solutions and Wi-Fi access.
17. Each State will provide the Commonwealth with an annual Activity Plan by 31 July each year of the Agreement, unless otherwise agreed in writing, containing the following information:

- (a) the anticipated training activities (outlined below), determined through community consultation, to be conducted in prioritised communities, from those identified in Schedule A.
 - the expected month in which the training activities are anticipated to occur
 - the individual community/ies where training activities are anticipated to occur
 - the anticipated number of attendees
 - a brief description of the proposed training services, including whether likely to be accredited or non-accredited
 - (b) the proposed maintenance activities (including upgrades and/or replacement), determined through community consultation, regarding the internet access equipment, originally provided under the *National Partnership Agreement on Remote Indigenous Public Internet Access*, in prioritised communities, from those identified in Schedule A.
18. States may schedule training and maintenance activities, and associated funding, to defined 'clusters' of prioritised communities, from those identified in Schedule A, consistent with the requirements of Clause 18 and the needs of the community.
 19. Each Activity Plan may be varied, by agreement in writing between the relevant State and the Commonwealth, to accommodate emerging issues.
 20. The 2014-15 and 2015-16 Activity Plans will separately identify, and carry over, any activities that were planned for the May/June 2014 and May/June 2015 periods, but not completed, along with any activities identified as not completed in the relevant Performance Report. Note that carry over activities do not receive any additional funding.

Reporting arrangements

21. Each Performance Report is to contain the following information:
 - (a) a description of the State's actual performance in the period to date against the milestones, which must include:
 - (i) the date, location and actual number of participants trained; and
 - (ii) type of maintenance (including repairs if any) of public internet access equipment;
 - (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);
 - (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;
 - (d) in-kind contribution/s (Table 3) made by the State, such as staffing and salary, as well as any additional financial contributions (if applicable).
 - (e) an outline of future directions to help empower Indigenous people to become more self-sufficient in matters relating to their participation in the digital economy and to assist remote Indigenous communities, as identified in Schedule A, to sustain the provided public internet access facilities, beyond the end of this Agreement;

- (f) any examples of how the activities delivered under this Agreement directly or indirectly contributes to the economic participation Closing the Gap target, agreed to in the *National Indigenous Reform Agreement*; and
 - (i) this could be demonstrated through participant feedback and/or case studies, similar to those provided via the reporting arrangements of the *National Partnership Agreement on Remote Indigenous Public Internet Access*.
 - (g) details on how the activities delivered under this Agreement are benefiting the communities, as identified in Schedule A,
 - (i) this could be demonstrated through quantitative or descriptive information, including at least one case study, similar to those provided via the reporting arrangements of the *National Partnership Agreement on Remote Indigenous Public Internet Access*.
22. The States will also prepare a final report, within 30 days of the completion of all the activities specified in this Agreement, incorporating any activities that were planned but not previously completed.

PART 5 – FINANCIAL ARRANGEMENTS

23. The Commonwealth will provide a total financial contribution to the States of \$6.446 million over the life of this Agreement. All payments are GST exclusive.
24. The Commonwealth's funding contribution will not be reduced where the States secure funding from other activity partners through innovative and collaborative partnerships.
25. The Commonwealth's and the States' estimated financial contribution to the operation of this Agreement, including through National Partnership payments to the States are paid in accordance with *Schedule D – Payment Arrangements* of the Intergovernmental Agreement on Federal Financial Relations, are shown in Table 2 below.

Table 2: Estimated total financial contributions

(\$ million)	2013-14	2014-15	2015-16	Total
Estimated total budget	2.105	2.150	2.191	6.446
New South Wales	0.151	0.155	0.156	0.462
Queensland	0.361	0.370	0.374	1.105
Western Australia	0.720	0.735	0.754	2.209
South Australia	0.152	0.155	0.155	0.462
Northern Territory	0.721	0.735	0.752	2.208
Less estimated National Partnership Payments	2.105	2.150	2.191	6.446
Balance of non-Commonwealth financial contributions	0.000	0.000	0.000	0.000

Table 3: Estimated total in kind contributions

(\$ million)	2013-14	2014-15	2015-16	Total
Estimated total				
New South Wales	0.050	0.050	0.050	0.150
Queensland	0.085	0.085	0.085	0.255
Western Australia	0.080	0.080	0.080	0.240
South Australia	0.158	0.158	0.158	0.474
Northern Territory	0.165	0.165	0.165	0.495
Total non-Commonwealth in-kind contributions	0.538	0.538	0.538	1.614

26. Having regard to the agreed estimated costs of activities specified in this Agreement, a State will not be required to pay a refund to the Commonwealth if the actual cost is less than the agreed estimated cost. Similarly, the States bear all risk should the costs exceed the agreed estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for the States to deliver activities cost effectively and efficiently.

PART 6 – GOVERNANCE ARRANGEMENTS

Enforceability of the Agreement

27. 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

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

Delegations

30. The Commonwealth Minister may delegate the agreement to Activity Plans, the assessment of annual Performance Reports and the authorisation of related payments to senior Commonwealth officials, having regard to the financial and policy risks associated with those payments.

Dispute resolution

31. Any Party may give notice to the other relevant Parties of a dispute under this Agreement.
32. Officials of relevant Parties must acknowledge a dispute attempt within a reasonable timeframe and attempt to resolve any dispute in the first instance.
33. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers and, if necessary, the relevant COAG Standing Council.
34. If a dispute cannot be resolved by the relevant Ministers, it may be referred by a Party to COAG for consideration.

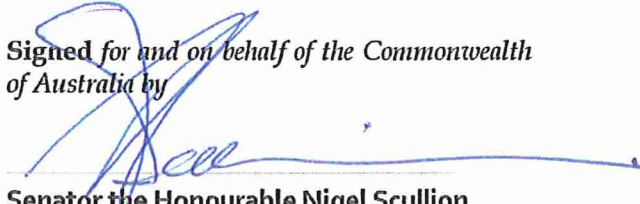
Interpretation

35. For the purposes of this Agreement:

- (a) '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.
- (b) 'Remote Indigenous community' means a community that is:
 - (i) bound by physical or cadastral boundaries;
 - (ii) inhabited by a population of generally 100 people or more of which the majority of usual residents are Aboriginal and/or Torres Strait Islander people;
 - (iii) located in a region classified as 'Remote Australia' or 'Very Remote Australia' according to the ASGCRS; and
 - (iv) a community listed in Schedule A of this Agreement.

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

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



Senator the Honourable Nigel Scullion
Minister for Indigenous Affairs

4TH March 2014

Remote Indigenous Communities

PROJECT AGREEMENT FOR PUBLIC INTERNET TRAINING AND MAINTENANCE IN REMOTE INDIGENOUS COMMUNITIES

The following Remote Indigenous communities received public internet access facilities under the 2009-13 National Partnership Agreement on Remote Indigenous Public Internet Access and have been allocated funding the delivery of computer training and maintenance of existing public internet access equipment under this Agreement:

- (a) New South Wales: Brewarrina Barwon 4, Brewarrina West ;Bourke Alice Edwards, Murrin Bridge, Weilmoringle, Menindee, Goodooga, Enngonia, Wilcannia Mallee^, Wilcannia Warrali^, Walgett Gingie^ and Walgett Namoi^;
- (b) Queensland: Palm Island, Kowanyama, Woorabinda, Bamaga, Injinoo, Saibai Island, Yorke Island, Warraber Island, Dauan Island, Lockhart River, Dajarra, Boigu Island, Mabuiag Island, Badu Island, Iama Island, Poruma Island, New Mapoon, Aurukun^, Pormpuraaw, and Wujal Wujal;
- (c) South Australia: Oodnadatta, Marree, Mimili^, Amata^ and Yalata;
- (d) Western Australia: Ardyaloon^, Blackstone, Coonana, Cosmo Newberry, Jameson, Kiwirrkurra, Mount Margaret, Patjarr, Tjukurla, Wanarn, Warakurna, Warburton, Wingelina, Balgo, Bidyadanga, Billiluna, Djarindjin, Looma, Mowanjum, Nookanbah, Tjirrkarli, Tjuntjunjara, Warmun, Wyndham, and Yalanarra; and
- (e) Northern Territory: Angurugu^, .Anmatjere, Barunga, Elliot, Galiwinku^, Hermannsburg^, Lajamanu^, Milikapiti, Milingimbi^, Minyerri, Ngukurr^, Peppimenarti, Pirlangimpi, Ramingining, Santa Teresa, Umbakumba^, Wadeye^, Wallace Rockhole, Yirrkala^, Ali Curung, Alpururulam, Aputula, Areyonga, Belyuen, Borroloola, Daguragu, Gapuwiyak^, Gunbalanya, Haasts Bluff, Harts Range, Kalkaringi, Kaltukatjara, Maningrida^, Mount Liebig, Nguiu^, Numbulwar^, Papunya, Walungurru, Willowra and Yuendumu^.

^ - Communities identified under the *National Partnership Agreement on Remote Service Delivery*.

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

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

~~The Honourable Matt Conlan MLA
Minister for Central Australia
Minister for Housing
Minister for Tourism
Minister for Sport, Recreation and Racing
Minister for Arts and Museums~~

NT

2014



The Hon. Andrew Stoner MP
Deputy Premier
Minister for Trade and Investment
Minister for Regional Infrastructure and Services

NSW

4 APR 2014

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

Signed for and on behalf of the Northern Territory by



The Honourable Matt Conlan MLA

Minister for Central Australia

Minister for Housing

Minister for Tourism

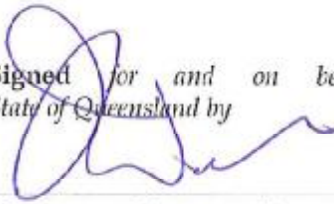
Minister for Sport, Recreation and Racing

Minister for Arts and Museums

28/05/ 2014

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

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



The Honourable Ian Walker MP
Minister for Science, Information Technology,
Innovation and the Arts

2014

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

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



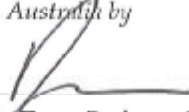
The Honourable Gail Gago MLC
Minister for Employment, Higher Education and
Skills



3/5/2014

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

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



The Honourable Terry Redman MLA
Minister for Regional Development

26 May 2014