

PROJECT AGREEMENT FOR NATIONAL CORONIAL INFORMATION SYSTEM (NCIS)

Council of
Australian
Governments

An agreement between

- the Commonwealth of Australia and
- Victoria

The outputs of this project will be the ongoing administration, maintenance and improvement of the National Coronial Information System, a national database of coronial data, and the production of annual mortality data reports for publication.

Project Agreement for National Coronial Information System (NCIS)

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 a national coronial data storage and retrieval system, and the production of three annual mortality data reports for publication.
3. This Agreement constitutes the entire agreement between the Commonwealth of Australia as represented by the Department of Health and Ageing (the Commonwealth) and the State of Victoria.

PART 1 – FORMALITIES

Parties to this Agreement

4. This Agreement is between the Commonwealth of Australia (the Commonwealth) and the State of Victoria.

Term of the Agreement

5. This Agreement will commence as soon as the Commonwealth and Victoria signs the Agreement and will expire on 30 June 2015 or on completion of the project, including acceptance of 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 OUTPUTS

Outputs

6. The outputs of this Agreement will be:
 - (a) administration, maintenance and improvement of the data storage and retrieval system of coronial information including the provision of support and training to NCIS users in coronial offices to facilitate their access to NCIS data, to:
 - i) assist coroners in their role as death investigators; and

- ii) provide an early warning system for hazard identification including the provision of subscription services; and
- (b) production of annual Mortality Data Reports for publication.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY, THE OTHER STATES AND TERRITORIES AND THE NCIS BOARD OF MANAGEMENT

Role of the Commonwealth

- 7. The Commonwealth will be responsible for:
 - (a) monitoring and assessing achievement against milestones in the administration, maintenance and improvement of the NCIS under this Agreement to ensure that outputs are delivered within the agreed timeframe; and
 - (b) providing a consequent financial and in-kind contribution to Victoria to support the implementation of this Agreement.

Role of Victoria

- 8. As the lead State, Victoria will be responsible for:
 - (a) providing a financial or in-kind contribution to support the implementation of this Agreement;
 - (b) all aspects of delivering on the project outputs set out in this Agreement;
 - (c) ensuring database security and integrity to prevent unauthorised access of the NCIS data;
 - (d) increasing data quality and validity systems to establish reliability, consistency and integrity of the NCIS data; and
 - (e) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments.
 - (f) the following additional activities if requested by the Commonwealth:
 - i) provide standard online access to the NCIS for the Department of Health and Ageing (up to 10 online users) in accordance with the NCIS Access Agreement;
 - ii) provide at least two face-to-face NCIS training sessions per year for Department of Health and Ageing users; and
 - iii) provide training and support to Department of Health and Ageing users as required via telephone or video conferencing.

Shared roles

- 9. 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 are acknowledged and recognised appropriately.

Role of other States and Territories

10. Under the Memorandum of Understanding for the National Coronial Information System, signed 12 July 2012 (MoU) to which New South Wales, Queensland, South Australia, Western Australia, Tasmania, Northern Territory and Australian Capital Territory are parties, those jurisdictions are responsible for:
 - (a) providing a financial contribution to support the operation of the NCIS;
 - (b) providing representation on the NCIS Board of Management as described in the MoU;
 - (c) complying with the licence agreement with the Victorian Department of Justice that permits the transfer of coronial information for storage and dissemination via the NCIS; and
 - (d) transferring information to the NCIS in accordance with State and Federal Privacy legislation.

Role of the NCIS Board of Management

11. The role of the NCIS Board of Management is described in the MoU and includes the following responsibilities:
 - (a) overseeing and ensuring strong governance of the NCIS including the effective implementation of appropriate risk management measures;
 - (b) setting the strategic vision and objectives of the NCIS including through the endorsement of a strategic plan;
 - (c) monitoring expenditure and use of resources in the operation of the NCIS;
 - (d) ensuring that all legal and financial responsibilities are complied with and that an audit report is prepared annually; and
 - (e) ensuring maintenance and fostering of the NCIS' relationships with stakeholders.

PART 4 – PROJECT MILESTONES, REPORTING AND PAYMENTS

12. The following table summarises the milestones for the project, their relationship to the outputs, expected completion dates, relevant reporting dates and expected payments to be made, once a report certifying that milestones have been met is received and accepted.

Table 1: Milestones, reporting and payment summary

Output	Milestone(s)	Date due	Report period	Payment
Maintenance and improvement of the data storage and retrieval system of coronial information and provision of annual Mortality Data Reports for publication	May 2012 – April 2013 NCIS performance report	17/06/2013	1 May 2012 – 30 April 2013	\$407,274
	Acceptance by the Commonwealth of: - 2010 Drug Strategy Mortality Data Report - 2010 Injury Mortality Data Report - 2010 Intentional Self-Harm Mortality Data Report		1 January – 31 December 2010	
	May 2013 – April 2014 NCIS performance report	16/5/2014	1 May 2013 – 30 April 2014	\$423,564
	Acceptance by the Commonwealth of: - 2011 Drug Strategy Mortality Data Report - 2011 Injury Mortality Data Report - 2011 Intentional Self Harm Mortality Data Report		1 January 2011 – 31 December 2011	
	May 2014 – April 2015 NCIS performance report	15/5/2015	1 May 2014 – 30 April 2015	\$440,508
	Acceptance by the Commonwealth of: - 2012 Drug Strategy Mortality Data Report - 2012 Injury Mortality Data Report - 2012 Intentional Self Harm Mortality Data Report		1 January – 31 December 2012	

Reporting arrangements

13. Victoria will provide performance reports in accordance with Table 1 during the operation of the Agreement. Each performance report is to contain the following information:
 - (a) a description of actual performance of the NCIS for the period to which it relates, against Project Outputs. Performance reports will cover the period from 1 May to 30 April of the year to which it relates;
 - (b) details of any matter(s) that have arisen which could adversely impact on the delivery of the output, and how Victoria proposes to resolve this/these matter(s); and
 - (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.
14. Victoria will provide Mortality Data Reports in accordance with Table 1 during the operation of the Agreement. Victoria will draft these Reports in consultation with personnel from the relevant drug, suicide and injury policy areas of the Department of Health and Ageing. Victoria will submit draft report outlines to the Department of Health and Ageing for comment, and will build on previous Mortality Data Reports to continue time series data and allow trends to be identified over time. Each report will include a breakdown of the age and gender of the deceased, and a brief analysis of the data and relevant recommendations made by a coroner:
 - (a) Drug Strategy Mortality Data Reports will provide a brief overview of specified drug related deaths reported to the coroner in the specified year. Each Report will include a two (2) page section each on deaths relating to, at a minimum: Alcohol, Amphetamines, Benzodiazepines, Cannabis and Cannabinoids, Cocaine, Heroin, Opioid narcotics, and new and emerging drugs if relevant and as agreed between the NCIS Manager and the Department of Health and Ageing. Each section will include information on polydrug use, and whether the drug made a primary or secondary contribution to death.
 - (b) Intentional Self Harm Mortality Data Reports will provide a brief overview of specified mental health mortality reported to the coroner in the specified year. The scope of each Report will be as agreed between the NCIS Manager and Department of Health and Ageing, and is likely to include mental health related deaths Foo-F99 and suicide – intentional harm X60-X84.
 - (c) Injury Mortality Data Reports will provide a brief overview of specified injury related deaths reported to the coroner in the specified year. The content will include a two (2) page section on each of the following: falls deaths; burns deaths; injury deaths in rural and remote areas, injury deaths occurring on farms; injury deaths involving off-road motorcycles; and alcohol related injury deaths.

PART 5 – FINANCIAL ARRANGEMENTS

15. The Commonwealth will provide a total financial contribution to Victoria of \$1,271,346 in respect of this Agreement. All payments are GST exclusive.
16. The Commonwealth's funding contribution will not be reduced where Victoria secures funding from other activity partners through innovative and collaborative partnerships.

17. The Commonwealth's and Victoria's estimated financial contribution to the operation of this Agreement, including through National Partnership payments to Victoria paid in accordance with *Schedule D — Payment Arrangements* of the Intergovernmental Agreement on Federal Financial Relations, are shown in Table 2.

Table 2: Estimated financial contributions

(\$)	2012-13	2013-14	2014-15	Total
Estimated total budget [*]	1,146,172	1,162,462	1,179,406	3,488,040
National Partnership Payments under this Agreement	407,274	423,564	440,508	1,271,346
Other Commonwealth contributions [#]	142,000	142,000	142,000	426,000
Other government contributions [^]	596,898	596,898	596,898	1,790,694

^{*} The estimated total budget does not reflect NCIS user charges.

[#] *Other Commonwealth contributions* relates to funds from Safe Work Australia, the Department of Infrastructure and Transport, the Australian Institute of Criminology, and the Australian Competition and Consumer Commission.

[^] *Other government contributions* relates to funds from State/Territory Justice or Attorney-General Departments, and the New Zealand Ministry of Justice.

18. Having regard to the agreed estimated costs of projects specified in a Project Agreement, Victoria 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, Victoria 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 Victoria 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 Parties.
21. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying the other Party in writing.

Delegations

22. 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

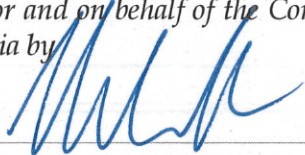
23. Either Party may give notice to the other Party of a dispute under this Agreement.
24. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
25. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.
26. If a dispute cannot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

Interpretation

27. For the purposes of this Agreement:
 - (a) maintenance and improvement does not include major software development or the creation of new modules for the NCIS.

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

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

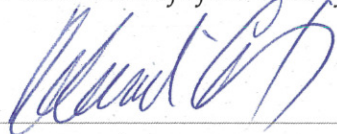


The Honourable Mark Butler MP

Minister for Mental Health and Ageing

Date: 23 May 2013

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



The Honourable Robert Clark MP

Attorney General

Date:

11/5/13