

# PROJECT AGREEMENT FOR THE LOCATION-BASED SOLUTION – NATIONAL TELEPHONE-BASED EMERGENCY WARNING CAPABILITY

Council of  
Australian  
Governments

An agreement between

- the **Commonwealth of Australia** and
- the **State of Victoria**

The output of the project will be the development and implementation of enhancements to the existing *Emergency Alert* system, which will enable the States and Territories to deliver warnings to mobile telephones based on the last known location of the handset at the time of an emergency.

# Project Agreement for the Location-Based Solution – National Telephone-Based Emergency Warning Capability

## 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. The Agreement is separate and subsequent to the expired National Partnership Agreement “Development of a Telephone-Based National Emergency Warning System” (2009), which provided for the establishment of the *Emergency Alert* system. *Emergency Alert* delivers voice messages to landlines and SMS messages to mobile telephones based on the customer’s registered service address.
3. This Agreement will support enhancements to the existing *Emergency Alert* system through the delivery of the national Location-Based Solution (LBS) (the project). *Emergency Alert* and the LBS are components of the National Telephone-Based Emergency Warning Capability (the Capability).
4. This Agreement will enable a significant enhancement of the current ability of the States and Territories (the States) to provide warnings to their communities during an emergency. The LBS will enable the delivery of SMS warnings to mobile telephones based on the last known location of handsets at the time of an emergency.
5. The States have agreed that the Victorian Government will undertake the procurement process for the engagement of the telecommunications carriers (Telstra, Optus and Vodafone Hutchison Australia (VHA) (the carriers)) to deliver the LBS.

## PART 1 – FORMALITIES

### Parties to this Agreement

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

### Term of the Agreement

7. This Agreement will commence once the Commonwealth and Victoria sign the Agreement and will expire on 30 November 2013 or on completion of the project, including the acceptance of final performance reporting and processing of the final payment against milestones, unless terminated earlier or extended in writing by the Parties.

## PART 2 – PROJECT OUTPUT

### Output

8. The output of this Agreement will be the development and implementation of the LBS, meeting the obligations set out in the contracts and relevant technical specification documents between Victoria and the carriers.

## PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

### Role of the Commonwealth

9. Under this Agreement, the Commonwealth will provide a financial contribution to Victoria towards the establishment costs incurred in the procurement and development of the LBS.
10. In making this financial contribution, the Commonwealth does not accept any responsibility or liability for the development, ownership, ongoing maintenance or operation of the Capability, or how and when the Capability will be used.

### Role of Victoria

11. As the lead State, Victoria will be responsible for:
  - (a) negotiations with the carriers, subsequent execution of contracts, and overall project oversight from development through to deployment of the LBS on behalf of all States;
  - (b) ensuring appropriate mechanisms that govern the relationship between Victoria, the carriers and participating States for the operation of *Emergency Alert*, incorporate the LBS, including:
    - (i) the ongoing contractual and usage costs,

- (ii) contributing to the ongoing maintenance and operation, including, but not limited to, training, and
- (iii) ensuring the development of appropriate public education and awareness materials to inform the Australian public about location-based mobile telephone emergency warnings and how and when they will be used.

**Shared roles**

- 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 – PROJECT MILESTONES, REPORTING AND PAYMENTS**

- 13. The following table summarises the milestones for the project, its relationship to the output, the expected completion dates, the relevant reporting dates and expected payment to be made, once a report certifying that the milestones have been met is received and accepted.

**Table 1: Milestones, reporting and payment summary**

Output	Milestones	Date due	Relevant Report due	Payment
The development and implementation of enhancements to the existing <i>Emergency Alert</i> system, which will enable the States and Territories to deliver warnings to mobile telephones based on the last known location of the handset at the time of an emergency	Contract execution between Victoria and Telstra to develop and provide the LBS on its network and to deliver the necessary changes to the <i>Emergency Alert</i> platform to support the LBS from the other carriers	31 May 2012	7 June 2012	\$26.2 m
	LBS implemented and operational across all carriers	31 October 2013	30 November 2013	

**Reporting arrangements**

- 14. Victoria will prepare a final Project Report within 30 days of the completion of the project agreed under the Project Agreement. The Project Report will be a stand-alone document that can be used for public information dissemination purposes. The final Project Report will:

- (a) describe the conduct, benefits and outcomes of the project;
- (b) evaluate the project from Victoria’s perspective, including assessing the extent to which the project milestones have been achieved and why any aspect was not achieved;
- (c) describe public education activities undertaken in relation to the project; and
- (d) include a discussion of any other matters relating to the project, limited to the minimum necessary for the effective assessment of performance, and agreed between the Commonwealth and Victoria at least 60 days before it is due.

## PART 5 – FINANCIAL ARRANGEMENTS

- 15. The Commonwealth will provide a financial contribution to Victoria of \$26.2 million in respect of this Agreement. All payments are GST exclusive.
- 16. The Commonwealth’s funding contribution will not be reduced should Victoria secure funding from other activity partners through innovative and collaborative partnerships.
- 17. The Commonwealth’s financial contribution to the operation of this Agreement, including through National Partnership payments to the States paid in accordance with Schedule D – Payment Arrangements of the *Intergovernmental Agreement on Federal Financial Relations*, is shown in Table 2.

**Table 2: Estimated financial contributions**

(\$ million)	2011-12
<b>Estimated total budget</b>	41.5
Less estimated National Partnership Agreement Payment	26.2
Other Commonwealth contributions	7.0
Balance of non-Commonwealth contributions	8.3

- 18. Having regard to the agreed estimated costs of the project 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. Should the costs of the project exceed the agreed estimated costs, Victoria can pursue contributions towards required additional funding from the other States, under arrangements outside of this Agreement. The Parties acknowledge that this arrangement provides the maximum incentive for Victoria to deliver the project cost effectively and efficiently. The Commonwealth contribution is firmly fixed at \$33.2 million, irrespective of the final project cost.
- 19. Under this Agreement, if the LBS is not implemented and operational across all carriers by 31 October 2013, the Commonwealth will require Victoria to return to the Commonwealth all unexpended and uncommitted Commonwealth funding, subject to written confirmation from the Commonwealth of this requirement.

## **PART 6 – GOVERNANCE ARRANGEMENTS**

### **Enforceability of the Agreement**

20. 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**

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

### **Delegations**

23. The relevant Commonwealth Minister with responsibility for emergency management, delegates the assessment of performance against the milestones and the authorisation of the related project payment to senior Commonwealth officials, having regard to the financial and policy risks associated with this payment.

### **Dispute resolution**

24. A Party may give notice to the other Party of a dispute under this Agreement.
25. Officials of the relevant Parties will attempt to resolve any dispute in the first instance.
26. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers and if necessary, the relevant Standing Council.
27. If a dispute cannot be resolved by the relevant Ministers, it may be referred by a Party to COAG for consideration.

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

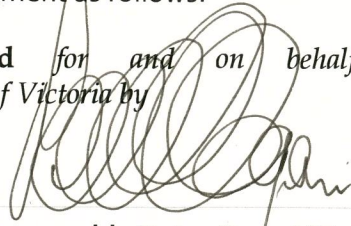
**Signed for and on behalf of the Commonwealth  
of Australia by**



**The Honourable Nicola Roxon MP**  
Attorney-General  
Minister for Emergency Management

13/6/2012

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



**The Honourable Peter Ryan MP**  
Minister for Police and Emergency Services

5/6/2012