



REGIONAL PARTNERSHIP AGREEMENT

STAGE 2

between the

Anindilyakwa Land Council

the

Commonwealth of Australia

the

Northern Territory Government

the

East Arnhem Shire Council

and the

Groote Eylandt Mining Company

10 November 2009
Amended 23 October 2010

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1 OVERVIEW

- 1.1. This Regional Partnership Agreement (the “Agreement”) is an Agreement between the Anindilyakwa Land Council, the Commonwealth of Australia, the Northern Territory Government of Australia, the East Arnhem Shire Council and the Groote Eylandt Mining Company. Schedule C is between the Anindilyakwa Land Council, Commonwealth of Australia and the Northern Territory Government of Australia.
- 1.2. The scope of this Agreement is the geographic area known as the Anindilyakwa region (the “region”); comprising Groote Eylandt and Bickerton Island, and specifically the communities of Angurugu, Umbakumba and Milyakburra.
- 1.3. This Agreement builds on and replaces the Regional Partnership Agreement signed on 20 May 2008 between the Anindilyakwa Land Council, the Commonwealth of Australia and the Northern Territory Government.
- 1.4. Consistent with the Bilateral Implementation Plan for the National Partnership Agreement on Remote Service Delivery between the Northern Territory and Australian Governments, this Agreement provides the framework for implementation of Remote Service Delivery in Angurugu and Umbakumba. A separate Schedule D will be negotiated and attached to this Agreement as soon as possible outlining how Remote Service Delivery will be implemented in Angurugu and Umbakumba.
- 1.5. This Agreement is made in a spirit of partnership to:
 - 1.5.1. Establish the principles and strategies necessary to improve the coordination and provision of services across the Anindilyakwa region;
 - 1.5.2. Encourage sustained economic development through targeted investments of government, private and royalty funding in education; employment, training and business development; housing; infrastructure and community health and safety;
 - 1.5.3. Establish a framework for implementation including governance arrangements, roles and responsibilities and an evaluation framework;
 - 1.5.4. Set out an agreed plan of action, which aims to achieve measurable and sustainable improvements for people living in the Anindilyakwa region; and
 - 1.5.5. Enable parties to maximise the impact of their respective resources through collaboration and a shared vision of long term economic independence for the Anindilyakwa region.

2 KEY PRINCIPLES

This Agreement is based on the following principles:

- 2.1 Principles agreed in the Heads of Agreement between the parties, signed on 9 November 2006:
 - a recognition of the need for all parties to strengthen effort to address the full extent of Indigenous disadvantage;
 - a spirit of cooperation, partnership and shared responsibility;

- an acknowledgement of the need to build the economic independence of the people in the region;
- a focus on priorities agreed at the regional level;
- a willingness by government to be flexible and innovative;
- a commitment to improvements in accountability and performance monitoring by all parties;
- a desire to achieve clarity of responsibility for service delivery and increased effectiveness across the three levels of government;
- an understanding that greater certainty and stability in funding arrangements, including multi-year funding agreements, can facilitate more effective planning and service delivery mechanisms; and
- a recognition of the need to build capacity and strengthen governance.

2.2 The Service Delivery Principles for Programs and Services for Indigenous Australians, contained in the National Indigenous Reform Agreement. These principles are:

- *Priority principle:* Programs and services should contribute to Closing the Gap by meeting the targets endorsed by COAG while being appropriate to local community needs.
- *Indigenous engagement principle:* Engagement with Indigenous men, women and children and communities should be central to the design and delivery of programs and services.
- *Sustainability principle:* Programs and services should be directed and resourced over an adequate period of time to meet the COAG targets.
- *Access Principle:* Programs and services should be physically and culturally accessible to Indigenous people recognising the diversity of urban, regional and remote needs.
- *Integration principle:* There should be collaboration between and within Governments at all levels and their agencies to effectively coordinate programs and services.
- *Accountability principle:* Programs and services should have regular and transparent performance monitoring, review and evaluation.

3 OBJECTIVES AND OUTCOMES

3.1 This Agreement establishes a regional partnership to achieve sustainable and measurable improvements for people living in the Anindilyakwa region across a range of outcomes. The parties will work together to coordinate services and effectively deliver initiatives across communities in the region in response to locally identified need.

3.2 The parties will work together to:

3.2.1 Improve housing outcomes including facilitating the transition from community housing to home ownership, public housing and commercial development;

3.2.2 Improve health service delivery, including enhancing access and availability of services and developing region-specific health interventions;

- 3.2.3 Improve educational outcomes across the region from early childhood to adult education and training;
- 3.2.4 Improve employment outcomes, including increasing rates of Indigenous people entering and remaining in long-term, meaningful employment;
- 3.2.5 Enhance opportunities for business and enterprise development in the region;
- 3.2.6 Enhance community safety, including reducing substance abuse and improving police presence;
- 3.2.7 Improve the capacity of all organisations in the region through the delivery of governance and leadership training; and
- 3.2.8 Develop a strong partnership between industry, the community and government that works with Indigenous people locally to generate solutions to complex issues in the region and address obstacles to achieving the objectives of this Agreement.

3.3 Plans to achieve the objectives of the regional partnership are set out in the Schedules, or may be set out in additions to the Schedules, or additional Schedules, or may be set out in other documents, such as legal agreements, as appropriate.

4 REGIONAL PARTNERSHIP AGREEMENT COMMITTEE

4.1 The Groote Eylandt and Bickerton Island Regional Partnership Committee will continue its operation to ensure that the parties are working well together toward achievement of the objectives of this Agreement. The Regional Partnership Committee will meet at least quarterly.

4.2 The Regional Partnership Committee will comprise senior representatives of each of the parties, including but not limited to the State Managers of the Departments of Families, Housing, Community Services and Indigenous Affairs and Education, Employment and Workplace Relations, Executive Director of Township Leasing, Deputy Chief Executive of the NT Department of the Chief Minister, Chairperson and Manager of the Anindilyakwa Land Council, President and/or Chief Executive Officer of the East Arnhem Shire Council and the General Manager of the Groote Eylandt Mining Company. Additional representatives of the parties may attend meetings as required.

4.3 The Regional Partnership Committee will:

- 4.3.1 Provide strategic leadership for the Agreement, ensuring a cohesive approach between parties, stakeholders and people living in the region;
- 4.3.2 Agree on new priorities and areas for joint action, including leading negotiations on additional Schedules to the Agreement;
- 4.3.3 Be advised and consulted about any new initiatives the parties propose to undertake that may impact the operation of this Agreement;
- 4.3.4 Oversee the implementation and performance management of the Agreement, including:
 - monitoring progress of projects contained in the Schedules;

- analysing performance reports and the review mentioned in clause 5.3 of this Agreement;
- ensuring that better outcomes are being delivered through the regional partnership approach; and

4.3.5 Solve any problems and seek to address any lack of progress on implementation.

4.4 The Regional Partnership Committee will meet within two months of signing this Agreement to consider any alterations required to its terms of reference and working arrangements, including:

- membership and Chair;
- secretariat arrangements; and
- any other relevant matter.

5 PERFORMANCE MEASUREMENT AND EVALUATION

5.1 All parties have supported a baseline data study as per Schedule A Part 7 to improve the capacity to measure changes in outcomes in the communities. This study will be replicated to inform the independent evaluation mentioned in clause 5.3.

5.2 Through the Regional Partnership Committee, the parties will jointly monitor and evaluate progress against the timeframes and performance indicators outlined in projects contained in the Schedules to this Agreement. The parties will provide sufficient information to the Committee for that purpose.

5.3 After the first year of operation of this Agreement, the effectiveness of the Agreement will be independently reviewed. The Terms of Reference for the review and the reviewer must be agreed by the Regional Partnership Committee within six months after the Agreement is signed. The core Terms of Reference will be to review the effectiveness of the regional partnership and the impact of the Agreement (and the Agreement it replaces as per clause 1.3) and its Schedules on the people living in the region, with reference to:

- the baseline data study mentioned in clause 5.1 above; and
- the timeframes and performance indicators mentioned in clause 5.2 above.

6 ADDRESSING CONCERNS

6.1 Any Committee member may record a concern on behalf of the stakeholder interests he/she represents. The Regional Partnership Committee as a whole is responsible for ensuring resolution of the concern.

6.2 The procedures for dealing with a concern are as follows:

6.2.1 Where the Committee receives a concern the details must be lodged through the secretariat with the Committee.

6.2.2 The Committee will discuss the concern as a priority and associated responses or actions will be completed in a timely, thorough and fair manner, as appropriate having regard to the nature of the concern.

- 6.2.3 The Committee will ensure that sufficient information and data are gathered to enable a thorough investigation and response and ensure that actions agreed are recorded and carried out.
- 6.2.4 Where a concern cannot be satisfactorily resolved the Committee may appoint an independent, appropriately qualified person to review the issue and advise on the most appropriate course of action to resolve the issue.
- 6.2.5 The Committee should accept the recommendation of the independent advisor.

7 DURATION AND AMENDMENT OF AGREEMENT

- 7.1 This Agreement commences on the date of signing by all parties and will continue in force for five years from that date, or until all of the parties agree to terminate the Agreement or prepare another document that replaces this Agreement.
- 7.2 The members of the Regional Partnership Committee, on behalf of the parties, may amend this Agreement or its Schedules in writing signed by all the members.

This agreement is made on the 10th day of November, 2009

Signed for and on behalf of the Anindilyakwa
Land Council by:

*Walter Amagula
Chairman*

*Tony Wurramarrba
Deputy Chairman*

Signed for and on behalf of the Australian Government by:

*The Hon Jenny Macklin MP
Minister for Families, Housing, Community Services and Indigenous Affairs*

Signed for and on behalf of the Northern Territory Government by:

*The Hon Paul Henderson MLA
Chief Minister*

Signed for and on behalf of the East Arnhem Shire Council by:

*Banambi Wunungmurra
President*

Signed for and on behalf of BHP Billiton by:

*Bryan Quinn
General Manager, GEMCO*

SCHEDULE A - Stage 1 Projects

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Part 1 - Township Leases			
<p>Project Description: Grant of a township lease over Angurugu, Umbakumba and Milyakburra under section 19A of the <i>Aboriginal Land Rights (Northern Territory) Act 1976</i>.</p>			
<p>Project Rationale: To establish long term secure tenure over townships to facilitate certainty for residents, a secure basis for government investment especially in housing and infrastructure, to support better service delivery, to attract private investment and to facilitate business development and home ownership for Anindilyakwa people.</p>			
Objective	Agency	Targets	When
<p>The Anindilyakwa Land Council will support the grant of township leases over Angurugu and Umbakumba on Groote Eylandt and Milyakburra on Bickerton Island to the Executive Director of Township Leasing, subject to relevant amendments to section 19A of the Land Rights Act, and to the requirements of the Land Rights Act. The Commonwealth will support the grant of the leases, subject to relevant amendments to section 19A of the Land Rights Act, and to the requirements of the Land Rights Act.</p> <p>The township lease terms will be those set out in the letter of intent signed by representatives of the Anindilyakwa Land Council and the Commonwealth.</p>	<p>ALC FaHCSIA</p>	<p>Leases signed</p>	<p>COMPLETE</p>

Part 2 - Working for Better Education Outcomes

Project Description: Funding will be provided for a review of education needs at Groote Eylandt and Bickerton Island jointly supported by the Australian and Northern Territory Governments. The results of the review will inform further work under this Agreement to improve education outcomes in the region.

Project Rationale: Improving education outcomes is a critical priority to enhance employment and other life outcomes. All parties agree there is a need to improve education standards in the region, compared to national benchmarks, and improve employment rates.

Objective	Agency	Targets	When
Funding will be provided to the Anindilyakwa Land Council to engage a consultant for a Review of Education Needs at Groote Eylandt and Bickerton Island jointly supported by the Australian and Northern Territory Governments. The Review will be conducted in accordance with the Terms of Reference which have been agreed by all parties and managed by a Steering Committee comprised of representatives nominated by the Anindilyakwa Land Council, the Australian Government and the Northern Territory Government.	DEEWR NT DEET ALC	Completion of report	COMPLETE

Part 3 - Economic Development and Employment Strategy

Project Description: The Australian Government, through the Department of Education, Employment and Workplace Relations (DEEWR), will work with the parties to the Agreement to build employment aspirations and the capacity of Indigenous people on Groote Eylandt and Bickerton Island to take up local employment opportunities, remain in jobs and advance their careers.

Project Rationale: There is a need to improve the coordination of employment and training services in the region and ensure effective collaboration between stakeholders to enable employment and training opportunities to be fully realised.

Objective	Agency	Targets	When
DEEWR through its Regional Team will fund the development and implementation of a comprehensive regional employment and economic development strategy for Groote Eylandt and Bickerton Island during 2008 that will provide a coordinated strategic approach to breaking down the barriers to employment and preparing Indigenous people for local employment and business opportunities.	DEEWR	Strategy developed and in place	COMPLETE
A key mechanism through which the regional employment and economic development strategy will be delivered is a “ Job Shop ” model to be run by Groote Eylandt and Bickerton Island Enterprises that will provide local Indigenous people and employers with a central coordination point for Indigenous employment and training. DEEWR will support the Job Shop through its regionally based personnel and by providing funding from its various Indigenous programs to provide pre-employment training, mentoring and employment placement services.	DEEWR GEBIE	Establishment of Job Shop	COMPLETE
DEEWR will provide effective and appropriate support for business and economic development on the islands through the Indigenous Employment Program including the funding of an Economic Development Officer, business planning and business skills training.	DEEWR	Indigenous Employment Program in place and EDO employed.	COMPLETE

<p>DEEWR will work with parties to develop and implement sustainable transport solutions that can assist Indigenous jobseekers in accessing employment and training opportunities on Groote Eylandt and Bickerton Island. DEEWR will provide funding to support strategies and facilitate access to other sources of funding and infrastructure to support transport on the islands. As part of identifying sustainable transport solutions, DEEWR will provide funding for a feasibility study of a local bus service. DEEWR will source funding to implement the agreed transport option including driver training.</p>	<p>DEEWR</p>	<p>Feasibility study completed</p> <p>Appropriate funding for transport option plan funded and established</p> <p>Driver training provided</p>	<p>COMPLETE</p>
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Part 4 - Housing and Development

Project Description: Provision of new housing, repairs and maintenance of existing housing and introduction of new housing options including public housing and opportunities for home ownership including delivery of integrated financial management services and assistance. This project will also deliver an increased investment in community development initiatives, through grants for development of a cultural centre and establishment of a local construction company.

Project Rationale: The region has been identified by both governments as a priority area for new housing and essential infrastructure to relieve overcrowding and improve living conditions.

Objective	Agency	Targets	When
Following – and on condition of the grant of the township leases referred to in Part 1, at least twenty-six (26) new houses will be constructed pursuant to a joint Commonwealth/Northern Territory tender. Eighteen (18) houses will be constructed at Angurugu, six (6) at Umbakumba and two (2) at Milyakburra. Once constructed, the houses will be administered by Territory Housing in accordance with ordinary public housing rules.	Territory Housing FaHCSIA	Houses constructed	CARRIED FORWARD INTO STAGE 2
A Fixing Houses for Better Health program will apply on all current houses at Angurugu, Umbakumba and Milyakburra	Territory Housing FaHCSIA	FHBH implemented	COMPLETE
A housing repairs and maintenance program will apply at Angurugu, Umbakumba and Milyakburra comprising painting and other improvements on all current houses , on the condition of intensive involvement of local families. Those elements of the Northern Territory Emergency Response's Community Clean-Up program which do not overlap with FHBH will also be provided.	Territory Housing FaHCSIA	Repairs and maintenance completed	COMPLETE

Schedule A - Stage 1 projects

<p>The Australian Government, through the Department of Families, Housing, Community Services and Indigenous Affairs (FaHCSIA), will provide the people at Groote Eylandt and Bickerton Island with integrated financial management services that will help people improve their money management skills and enable them to make an informed decision about entering into home ownership. The services will also include assistance to access the mainstream and Indigenous specific programs designed to assist Home Ownership.</p>	<p>FaHCSIA</p>	<p>Financial literacy training delivered</p> <p>Access to home ownership programs provided (subject to appropriate land tenure)</p>	<p>CARRIED FORWARD INTO STAGE 2</p>
<p>The Aboriginals Benefit Account will contribute a grant of up to \$2m for the development of a Cultural Centre to be attached to the Dugong Beach Resort on Groote Eylandt, to which traditional owners are contributing resources (grant already made).</p>	<p>FaHCSIA (ABA) GEBIE</p>	<p>Cultural centre constructed</p>	<p>COMPLETE</p>
<p>The Aboriginals Benefit Account will contribute a grant of \$2m capital to support the establishment of a GEBIE construction company on the condition that the company constructs, within 24 months of the RPA being signed and using funding contributions from other sources, a minimum of 10 houses for lease or sale to community members or lease to GEMCO or a government agency.</p>	<p>FaHCSIA (ABA) GEBIE</p>	<p>10 houses constructed</p> <p>Training and engagement of local people in the company</p>	<p>CARRIED FORWARD INTO STAGE 2</p>

Part 5 - Improving Community Health and Safety			
Project Description: Increased investment in community health and safety, including enhancing primary health care, development of region-specific health initiatives, increased police presence and introduction of new measures to reduce substance abuse.			
Project Rationale: It has been identified that current infrastructure is not adequate to meet health service delivery needs and that an increased focus on addressing Machado Joseph Disease (MJD) and dental caries is required. In addition, improving community safety and reducing the use of cannabis have been identified as key priorities by the communities.			
Objective	Agency	Targets	When
The Australian Government will provide \$70,000 to undertake a scoping assessment of health infrastructure needs in Angurugu and Umbakumba, in consultation with the Northern Territory Department of Health and Community Services and with the Anindilyakwa Land Council.	DoHA NT DHCS ALC	Scoping assessment completed	COMPLETE
The assessment will inform the expenditure of an additional investment of \$2 million in capital funding to improve primary health care facilities at Angurugu and Umbakumba, to be constructed following – and on condition of the grant of the township leases referred to in Part 1. Half of this funding will be provided by the Australian Government and half by the Northern Territory Government. The parties recognise that Umbakumba is a priority location for investment in health infrastructure.	DoHA NT DHCS	Health facilities upgraded	CARRIED FORWARD INTO STAGE 2
A grant of \$100,000 is also being provided by the Australian Government to the Anindilyakwa Land Council for a further study in relation to future implications for care of Machado Joseph Disease (MJD) sufferers . The Northern Territory Government has provided funding for an MJD coordinator position for the East Arnhem region and for moving towards an appropriate counselling service.	FaHCSIA ALC NT DHCS DoHA	Study completed	COMPLETE
The Northern Territory Government and the Australian Government will work toward developing a Memorandum of Understanding with the Anindilyakwa Land Council in relation to care and support services for MJD patients.	ALC NT DHCS FaHCSIA DoHA	MOU developed and implemented	COMPLETE

Schedule A - Stage 1 projects

<p>The Australian Government and Northern Territory Government will jointly fund an assessment of fluoridation of drinking water at Groote Eylandt. The assessment will investigate options for delivering fluoride to improve the dental health of children at Angurugu, Umbakumba and Milyakburra. A consultant will be engaged to advise on technical requirements, personnel and feasibility of fluoridating smaller communities' water supplies.</p>	<p>NT DHCS FaHCSIA</p>	<p>Assessment completed</p>	<p>COMPLETE</p>
<p>The Groote Eylandt region will be a priority location for the AFL Club Fostership program being jointly funded by the Australian Government and the AFL to use sport as a tool to promote messages about the importance of a good education and the value of a healthy and active lifestyle. The program will include regular visits by the Geelong Football Club to work with young people and linking into other activities being run by the Anindilyakwa Land Council, the Shire and the schools.</p>	<p>FaHCSIA AFL ALC</p>	<p>Fostership program implemented</p>	<p>CARRIED FORWARD INTO STAGE 2</p>
<p>Increased community safety will be promoted through the provision of a basic office with overnight officer accommodation for visiting police at Umbakumba to be funded by the Australian Government. In response, the Northern Territory Government will provide for the deployment of police officers so as to significantly increase their presence in Umbakumba. This commitment extends to at least one programmed visit to Umbakumba per week and two unscheduled visits per week. Overnight visits to the community will occur on a needs basis and where operational circumstances allow.</p>	<p>NT Police FaHCSIA NT DCM</p>	<p>Accommodation built Increased police presence at Umbakumba</p>	<p>CARRIED FORWARD INTO STAGE 2</p>
<p>In order to address substance abuse at Groote Eylandt and Bickerton Island, particularly the heavy use of cannabis, the region will be a priority location for intensive attention by the sniffer dog unit at Darwin. The commitment extends to a target of visiting Groote Eylandt at least four times per year. This commitment is made by both the Australian and Northern Territory Governments.</p>	<p>NT Police FaHCSIA NT DCM</p>	<p>Sniffer dogs visit Groote at least 4 times per year</p>	<p>CARRIED FORWARD INTO STAGE 2</p>
<p>Ongoing funding of the Groote Eylandt and Milyakburra Youth Development Unit.</p>	<p>NT DCM</p>	<p>Effective operation continues</p>	<p>COMPLETE</p>

Part 6 - Leadership and Governance

Project Description: Delivery of innovative leadership development for Indigenous women, men and youth. The leadership workshop will aim to:

- provide an overview of reforms to Indigenous Affairs and its challenges
- provide an interactive learning space focussing on the skills and knowledge needed to meet these challenges and maximise opportunities
- assist participants to develop a vision and plan for the future and
- provide an opportunity for participants to apply what they learn to their community.

Project Rationale: Indigenous leaders have indicated their willingness to participate in Shire governance structures and other consultative forums and have requested targeted training be provided at a local level.

Objective	Agency	Targets	When
<p>The Australian Government will deliver innovative leadership development for Indigenous women, men and youth. Initially, this would involve a leadership workshop on Groote Eylandt in 2008 for individuals from both Groote Eylandt and Bickerton Island with the drive and energy to undertake this type of program. The workshop will include sessions for women and men on leading well in your family and community, understanding values, vision and goal setting and community development. Further support, informed by this initial training, would be developed as part of Stage 2 of the RPA.</p> <p>The content of the workshop will be based on FaHCSIA's National Community Leadership Program and developed through consultation with the Anindilyakwa Land Council and the community.</p>	FaHCSIA (in consultation with ALC)	<p>Consultations occur at Groote Eylandt</p> <p>Workshop delivered</p>	COMPLETE

Part 7 - Moving to Stage 2 of the Regional Partnership Agreement

Project Description: Progress in Stage 1, particularly the results of the baseline study, MJD research, education needs assessment and leadership workshop, will inform negotiations for further work to achieve the objectives of this Agreement.

Project Rationale: The outcomes of projects under this Schedule, including scoping studies, will help to target investments in a second Schedule under this Regional Partnership Agreement.

Objective	Agency	Targets	When
Funding will be provided by the Australian Government for a Baseline Data Study to inform negotiations for Stage 2 and to improve the capacity to measure outcomes and development in the communities. A Steering Committee comprised of representatives nominated by the Anindilyakwa Land Council, the Australian Government and the Northern Territory Government will be set up to guide the project.	FaHCSIA ALC NT DCM	Baseline study completed	COMPLETE
The Australian Government and the Northern Territory Government confirm and renew their commitment to negotiating Stage 2 of a RPA with the parties to the Heads of Agreement. This commitment extends to the commencement of negotiations in relation to Stage 2 within 6 months of Stage 1 of the RPA being signed. It is envisaged that all stakeholders in the region including the new North East Arnhem Shire Council and GEMCO will be parties to Stage 2 of an RPA and that the priorities it will seek to address will include maximising local training and employment outcomes.	All parties	Negotiations commenced	COMPLETE
A Steering Committee comprising at least one representative from each party will be established as soon as the RPA is signed. The Committee's role is set out in Clause 4 of this RPA.	All parties	Committee established and meeting regularly	CARRIED FORWARD INTO STAGE 2

SCHEDULE B - Stage 2 Projects

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Part 1 - Healthy Homes			
Project Description: Address remaining overcrowding at Groote Eylandt while maximising employment and small business outcomes for Anindilyakwa people.			
Project Rationale: The region remains a priority area for new housing and essential infrastructure to relieve overcrowding and improve living conditions. Parties will explore how royalty associations can contribute to private and public housing in the region to assist in resolving overcrowding.			
Objective	Agency	Targets	When
<p>Cooperatively address remaining overcrowding at Groote Eylandt. Fifty-four new houses to be constructed at Angurugu, Umbakumba and Milyakburra under the Strategic Indigenous Housing and Infrastructure Program (SIHIP) in addition to the 26 houses committed in Stage 1, renovations and rebuilds.</p> <p>A separate Schedule C to this Regional Partnership Agreement will be negotiated between the NT Government, Australian Government and Anindilyakwa Land Council to clarify how SIHIP will be implemented at Groote Eylandt and Bickerton Island.</p>	FaHCSIA ALC DLGH	Houses constructed, renovations and rebuilds completed	By the end of 2012
Functional refurbishments to community housing through SIHIP with a focus on health and safety issues similar to FHBH framework. Scope of refurbishments to be agreed according to Schedule C.	FaHCSIA ALC DLGH	Refurbishments complete	By the end of 2012
Following completion of renovations and rebuilds, and consistent with commitments made in Stage 1 of the RPA, FaHCSIA will complete painting of all current houses , on the condition of intensive involvement of local families.	FaHCSIA GEBIE	Painting program completed	By the end of 2012
Continuation of Stage 1 commitment for people at Angurugu, Umbakumba and Milyakburra to have access to the Home Ownership on Indigenous Land (HOIL) program through Indigenous Business Australia and related financial literacy services provided by FaHCSIA.	FaHCSIA IBA OTL	First home loans issued	Within six months of signing Stage 2
Create significant employment and training outcomes for local people in housing construction and maintenance . A minimum target of 20% local Indigenous employment is already a commitment under SIHIP and the National Partnership Agreement on Remote Indigenous Housing. Parties to work together to surpass this target.	DEEWR GEBIE FaHCSIA DLGH	Minimum target 20% employment met	Averaged over the life of the project

Schedule B - Stage 2 projects

Completion of Groote Eylandt and Bickerton Island Enterprises' commitment for its construction company to construct using funding contributions from other sources a minimum of 10 houses.	GEBIE ABA	Houses constructed	May 2010
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Part 2 - Planning and Infrastructure

Project Description: Upgrade transport infrastructure to improve access to Umbakumba and ensure that infrastructure and planning effectively caters for future need.

Project Rationale: The region requires supporting infrastructure and effective town planning to ensure sustainable growth of townships. Land tenure reform through the township lease will continue to facilitate investment and growth.

Objective	Agency	Targets	When
NT Government to commission a detailed town planning study addressing future needs of the current and projected population of the Angurugu, Umbakumba and Milyakburra townships, with particular reference to the impact of mining immediately adjacent to Angurugu, and in consultation with the Anindilyakwa Land Council, East Arnhem Shire Council, Office of Township Leasing and GEMCO.	DPI OTL EASC ALC GEMCO	Angurugu Town planning study completed. All three Town Plans Completed	Within three months of signing Stage 2 Within 9 months of signing of RPA 2.
Groote Eylandt and Bickerton Island Enterprises to construct, using funding from royalties, agreed government staff housing at Angurugu and Umbakumba in return for long term economic rental arrangements from government agencies, subject to agreed business plan, standards and design. Capital funding will be provided through royalties and other sources.	GEBIE FaHCSIA OTL	Presentation of business plan regarding financial arrangements Houses constructed	Within six months of signing Stage 2 Within 24 months of signing Stage 2
Parties to make the following funding contributions to progressively seal the Angurugu to Umbakumba road , including maximising local employment opportunities: <ul style="list-style-type: none"> Groote Eylandt and Bickerton Island Enterprises: \$5 million; Northern Territory Government: \$5.5 million; Australian Government: \$9.5 million. GEMCO and EASC will provide in kind support where applicable.	DPI ALC FaHCSIA GEMCO EASC	Road sealed	2013

Schedule B - Stage 2 projects

The Office of Township Leasing and East Arnhem Shire Council to agree a form of words for inclusion in Shire sub leases noting the intention of the Shire to provide services to the community at a level commensurate with normal townships subject to resource availability.	OTL EASC	Agreed wording adopted.	November 2009
GEMCO to conduct road maintenance for key arterial roads on the Eylandt (other than roads maintained under the Shire) to improve road safety totalling \$50,000 per year.	GEMCO	Contracts awarded and fulfilled	For four years from July 2010
GEMCO to improve the safety of the Rowell Hwy in consultation with the traditional owners	GEMCO	Road safety on Rowell Hwy improved	Commence July 2010
GEMCO to provide support for the public jetty at Alyangula in the form of rock for the jetty that is available in GEMCO quarries.	GEMCO	Rocks provided	Commence 2009

Part 3 - Early Childhood

Project Description: Services to enhance early childhood outcomes for Anindilyakwa children to create pathways into education, support family relationships and promote cognitive and social development. Improving childcare in Angurugu and Umbakumba is a priority and will be addressed by the education taskforce.

Project Rationale: Getting the best possible start in life will assist the next generation of Anindilyakwa children to achieve their full potential. The Council of Australian Governments has recognised the importance of early childhood through its “Closing the Gap” agenda. The Baseline Community Profile conducted in Stage 1 of the Regional Partnership Agreement highlighted the need to improve school readiness amongst pre-school aged children at Groote Eylandt and Bickerton Island.

Objective	Agency	Targets	When
The Department of Education, Employment and Workplace Relations will provide for at least two Indigenous traineeships in early childhood services.	DEEWR GEBIE	Trainees engaged	Within six months of signing Stage 2
The Department of Families, Housing, Community Services and Indigenous Affairs will provide funding, over three years, for the Indigenous Parenting Support Service and Communities for Children playgroup service and consult with the Anindilyakwa Land Council and the community in the delivery of these services.	FaHCSIA ALC	Services in place	Within six months of signing Stage 2
The Department of Education, Employment and Workplace Relations will work with ALC and NT DET with a view to introducing the Early Childhood Language and Literacy Course and Mentor Tutor Support Program for pre-school teachers, teacher's aides, parents and community members of pre-school, pre-preparatory and infant school children. The program, delivered by the Australian Literacy and Numeracy Foundation, addresses the importance and effectiveness of early intervention to prepare and support children for successful literacy learning in the early years of education.	DEEWR DET ALC	Services in place	Within six months of signing Stage 2

Part 4 - Schooling

Project Description: Implement the recommendations of the *New Opportunities, New Responsibilities* education review commissioned through Stage 1 of the Regional Partnership Agreement. Improve education outcomes from early childhood, through schooling to tertiary education and training.

Project Rationale: 'Closing the Gap' in educational outcomes is a significant priority for families in the Groote Eylandt region. The *New Opportunities, New Responsibilities* review of education needs in the region underscores the need to better support the educational aspirations of Anindilyakwa families. Local families will be an integral part of the reform process and a Taskforce will be established to realise innovative changes to education delivery in the region, including providing new mechanisms for local families to be involved.

Objective	Agency	Targets	When
<p>Establish a taskforce comprising representatives of DET, DEEWR, ALC and GEMCO with an independent Chair to identify and act upon agreed timeframes and resources required for the implementation of the <i>New Opportunities, New Responsibilities</i> report commissioned in Stage 1 to recommend improvements to the education system in the region.</p> <p>The taskforce will work to enhance education and training outcomes in the region, from early childhood through primary and secondary school to tertiary, vocational and adult education.</p>	DEEWR DET ALC GEMCO	Taskforce convened Action plan developed and submitted to RPA Committee	Within one month of signing Stage 2 Within six months of signing Stage 2
<p>The NT Department of Education and Training will construct eight teacher dwellings at Angurugu or Umbakumba using funding from the "Closing the Gap" National Partnership Agreement to enable teachers to live in the communities where they work. The location of the dwellings will be agreed between the ALC, DET, OTL and DEEWR.</p>	DET DEEWR ALC	Houses constructed	Within 12 months of signing Stage 2
<p>GEBIE to contribute up to \$1 million in one-off funding to the implementation of the <i>New Opportunities, New Responsibilities</i> report. Details of this commitment to be discussed with the taskforce for implementation of the recommendations of the report.</p>	ALC	Contribution made	Over 24 months from signing Stage 2

Part 5 - Economic Participation

Project Description: Build on the outcomes of Stage 1 and the award of the Jobs Services Australia contract to GEBIE to significantly enhance local employment outcomes in all industries in the region and improve coordination of employment services. Implement the outcomes of the Economic Development and Employment Strategy, GEBIE Business Plan and Transport Feasibility Strategy.

Project Rationale: The establishment of the GEBIE Job Shop since December 2008 has resulted in a number of job placements, provision of much needed mentoring and pre employment services and improved collaboration with local employers and the community more generally. This and ancillary services need to be built upon and encouraged to ensure greater utilisation of locally available opportunities consistent with the major township housing projects about to commence and in other industries including mining and ancillary services. The Economic Development and Employment Strategy identified significant small business potential including in transport service provision and the parties will work together to realise these opportunities.

Objective	Agency	Targets	When
<p>Creation of a Groote Eylandt and Bickerton Island Local Employment and Economic Development Board as a forum for all major employers in the region to share information and improve collaboration in enhancing sustainable employment outcomes for Anindilyakwa people.</p> <p>Chaired by GEBIE and comprising representatives of GEMCO and its contractors, East Arnhem Shire Council, ESS GEBIE and Delta GEBIE, Departments of Health and Education, Aminjarrinja Enterprises and Dugong Beach Resort, the Board will:</p> <ul style="list-style-type: none"> • share best practice in Indigenous Employment Strategies; • share common issues and identify potential solutions; • provide a forum for updates on employment and training programs available and coming on stream; • share data on job and training outcomes and potential vacancies; and • provide relevant assistance via the GEBIE Job Shop or other service providers • assist in the development of local employment plans with specific measures for major employers to maximise their engagement of local Indigenous contractors and employees • coordinate implementation of the recommendations of the Economic Development and Employment Strategy, Transport Strategy and components of the GEBIE Business Plan commissioned in Stage 1 	<p>ALC GEBIE GEMCO EASC DEEWR DET DHF</p>	<p>Board convened and terms of reference settled</p> <p>Board to meet monthly</p>	<p>Within two months of signing Stage 2</p> <p>Ongoing over the life of the RPA</p>

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Department of Education, Employment and Workplace Relations to provide funding for a further three years for the Economic Development Officer funded in Stage 1.	DEEWR	Funding committed	For three years from the signing of Stage 2
GEBIE and DET to present a joint submission to DEEWR for Trade Training Centre (TTC) funding to establish a vocational training facility at the disused Angurugu School of Manual Arts.	GEBIE DET DEEWR OTL	Submission presented Facility established (subject to funding approval)	Within one month of signing Stage 2 Within 24 months from grant of funding
GEMCO to provide a Training and Mentoring Program totalling \$1.5 million for Indigenous Groote Eylandt and Bickerton Island people for employment into GEMCO.	GEMCO ALC GEBIE (in consultation with Local Employment and Economic Development Board)	Program designed and targets agreed Program established	By July 2010 For five years from July 2010.
Subject to ABA funding approval, parties to support up to \$2 million in capital funding to construct a Threatened Species Research and Education Facility on Groote Eylandt. In addition to research and environmental outcomes, the facility will provide an opportunity for hands on work experience for students, employment opportunities in scientific research and land and sea management and a potential tourist activity.	ALC FaHCSIA DEWHA DEEWR	Submission to ABA Facility established (subject to funding)	Within 3 months of signing Stage 2 Within 24 months of signing Stage 2
GEMCO to provide support for research into threatened species on Groote Eylandt and Bickerton Island totalling \$100,000 (including \$50,000 already allocated to Hopping Mouse project).	GEMCO ALC DEWHA	Contribution made	Over two years from July 2010

Part 6 - Youth, Sport and Recreation

Project Description: Enhance the quality and range of services to support youth, sport and recreation in the Anindilyakwa region. Continue and enhance the AFL program commenced in Stage 1 and introduction of new initiatives particularly to engage young women. A Youth Strategy will be developed to coordinate existing services, identify gaps and support leadership development opportunities for youth.

Project Rationale: The success of the AFL program in Stage 1 of the Regional Partnership Agreement highlights the significant return on investment that can be achieved through high quality youth, sport and recreation initiatives. GEMYDU and the East Arnhem Shire Council also operate successful youth and sport and recreation programs in the region. Through the RPA, parties will work together to further support the aspirations of young people in the region and deliver effective and coordinated sport and recreation programs.

Objective	Agency	Targets	When
Introduce a basketball program through Basketball NT, including skill development clinics, coaching workshops and referee accreditation programs. Establish a basketball league with particular focus on female participation. Following completion of initial project, consult ALC and community on options for further development of basketball activities in the region.	DoHA	Basketball project delivered	Funding is provided for the 2009-10 financial year
Develop and implement a Youth Strategy to respond to the needs of local young people. FaHCSIA will provide funding for a consultancy to evaluate existing services and infrastructure, identify gaps, improve coordination between service providers and make recommendations for new and enhanced opportunities for youth engagement and personal development.	FaHCSIA ALC EASC NRETAS DoHA DEEWR	Strategy completed	Within six months of signing Stage 2
GEMCO to provide sponsorship totalling \$150,000 (including in kind contributions) for Poly Farmer Foundation (or equivalent program) which aims to educate future generations for employment opportunities.	GEMCO ALC	Contribution made	Over two years from July 2010

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<p>Continue the AFL Remote Regional Development Program committed to in Stage 1 of the RPA in accordance with the Groote Eylandt AFL Implementation Plan. Parties will contribute to the program over three years as follows:</p> <ul style="list-style-type: none"> • FaHCSIA to fund Regional Development Manager salary for a further three years • DEEWR to provide funding and support for engagement of two Indigenous trainees to work alongside the Regional Development Manager, one at Angurugu and one at Umbakumba • GEBIE and GEMCO to contribute \$50,000 each per annum to development of local leagues and juniors competition • GEBIE to provide \$25,000 per annum to support an AFL school program. GEMCO to provide cash, gifts and in-kind contributions totalling \$150,000 for the junior AFL for Indigenous children over 3 years old with project plan to be agreed between AFL NT, GEBIE, GEMCO and FaHCSIA 	<p>FaHCSIA GEBIE GEMCO DEEWR DET</p>	<p>Continuation of program</p>	<p>2009 to 2012</p>
<p>GEBIE to provide \$500,000 in capital funding for AFL club facilities in Angurugu and Umbakumba, in consultation with OTL and AFL NT.</p>	<p>GEBIE AFL NT OTL</p>	<p>Facilities established</p>	<p>Within 24 months of signing Stage 2.</p>
<p>GEBIE to provide a suitably robust bus for transporting of AFL players and attendance of community member at meetings between Alyangula, Angurugu and Umbakumba, possibly through a submission to ABA.</p>	<p>ALC</p>	<p>Vehicles purchased</p>	<p>Within six months of signing Stage 2</p>
<p>Expediting the upgrade of the Umbakumba oval (funds already committed).</p>	<p>EASC FaHCSIA</p>	<p>Oval upgraded</p>	<p>2010</p>
<p>GEMCO to provide support to Umbakumba sports development (in kind).</p>	<p>GEMCO EASC DoHA</p>	<p>Support provided</p>	<p>Ongoing from July 2010.</p>

Part 7 - Safe Communities

Project Description: Building on the outcomes of Stage 1, continue and enhance initiatives to improve community safety and address substance misuse in the Groote Eylandt region. Improve community policing and develop a substance misuse strategy with a particular focus on reducing the impact of cannabis misuse.

Project Rationale: The impact of cannabis misuse as a barrier to employment and trigger for social issues has been raised as a priority by the community throughout implementation of Stage 1 of the Regional Partnership Agreement, as has the need to improve community policing of Angurugu and Umbakumba.

Objective	Agency	Targets	When
Commission a Substance Misuse Strategy . Funded by the Department of Health and Ageing, the Strategy will comprise expert analysis of incidence, health, social and economic impacts of illicit substances, particularly cannabis, on local residents including underlying reasons for abuse. The Strategy will also propose options to address substance misuse including treatment and referrals, education and early intervention and supply reduction including the need for a specific intelligence strategy for the region and any new infrastructure or services required.	DoHA DHF DoJ ALC	Strategy completed	Within six months of signing Stage 2
Groote Eylandt will continue to be a priority region for intensive intervention by the sniffer dog unit at Darwin and for the Substance Abuse Intelligence Desk (SAID), based at Katherine. This commitment extends to a target of visiting Groote Eylandt at least four times per year as well as regular searching of freight and passengers bound for the region.	NT Police FaHCSIA	Sniffer dogs visit Groote Eylandt	Visits to Groote Eylandt to occur at least quarterly
Examine policing services for Angurugu and Umbakumba and work together to improve services to both communities. NT Police to establish an office for visiting police at Angurugu and develop an operational plan for facilities at Angurugu and Umbakumba, including schedule of visits, to be provided to the RPA Committee.	NT Police ALC OTL	Facility established Operational plan developed and provided to the RPA Committee.	Within 12 months of signing Stage 2 Within six months of signing Stage 2
Establish a local Tasking and Coordination Group to address community safety issues in the Anindilyakwa region.	NT Police ALC DoJ FaHCSIA	Group established	Within six months of signing Stage 2

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Finalise a regional Community Safety Plan for Angurugu, Umbakumba and Milyakburra.	NT Police ALC DoJ FaHCSIA	Community Safety Plan finalised	Within 12 months of signing Stage 2
NT Department of Health and Families to provide ongoing operational funding and support to the Women's Safety House and Men's Cooling Down Centre at Angurugu , in consultation with FaHCSIA and the community.	DHF FaHCSIA	Facilities operational	Within one month of signing Stage 2
NT Department of Planning and Infrastructure to upgrade to public cyclone shelter standards the school and GEAT building at Angurugu, the Milyakburra school, and review and upgrade the shelter at Umbakumba	DPI	Shelters constructed	Within 24 months of signing Stage 2

Part 8 - Health

Project Description: Parties will work to improve primary health care services and oral health outcomes and continue to support the work of the Machado Joseph Disease Foundation established in Stage 1 including implementing the MJD Memorandum of Understanding

Project Rationale: The Fluoridation Assessment completed in Stage 1 highlighted the need to improve oral health outcomes at Groote Eylandt and found that fluoridation of water supplies at Angurugu and Umbakumba would be cost beneficial. Parties have achieved success in improving coordination and availability of care and support services to MJD clients in Stage 1 and will build on these outcomes in Stage 2. The Health Scoping Study conducted in Stage 1 found that the existing building at Umbakumba requires significant upgrade.

Objective	Agency	Targets	When
Implementation of the Memorandum of Understanding in relation to Care and Support Services for Machado Joseph Disease Clients, their Families and Carers in the Groote Eylandt region , including six-monthly reporting to the Regional Partnership Committee on progress against the implementation plan.	DHF MJD Foundation EASC	Implementation plan developed and actioned	Key service providers to meet at least quarterly
Implementation of Stage 1 commitment for the NT Government to fund a MJD Coordinator position located in Darwin within the NT Department of Health and Families with the necessary functional authority to co-ordinate support to MJD sufferers and their families across the relevant functional areas of NT Health. The MJD Foundation will be on the selection panel for the Coordinator.	DHF MJD Foundation ALC	Coordinator recruited	Within 3 months of signing Stage 2
GEMCO to provide \$200,000 for sponsorship of key projects to assist sufferers of MJD.	GEMCO MJD Foundation	Contribution made	Over two years from July 2010.
Groote Eylandt and Bickerton Island Enterprises to fund installation of fluoride treatment plants at Angurugu, Umbakumba and Milyakburra with equipment standards to be agreed with the NT Department of Health and Families. Once installed, the Northern Territory Government will accept responsibility for the ongoing operation and maintenance of the plants.	DHF GEBIE EASC GEMCO OTL	Fluoride plants constructed	Within 12 months of signing Stage 2

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<p>The NT Department of Health and Families will contribute \$3 million (\$1 million of which has been provided by the Department of Health and Ageing in Stage 1 of the RPA) toward construction of a new health clinic at Umbakumba. Groote Eylandt and Bickerton Island Enterprises will contribute the remaining funding required, in return for an economic return from the Department of Health and Families subject to an agreed business plan being developed. The new clinic will have a total value of up to \$6 million.</p>	<p>DHF GEBIE</p>	<p>Business plan regarding financial arrangements to be developed by February 2010</p>	<p>Construction complete within 18 months of signing Stage 2</p>
<p>Explore options for Groote Eylandt and Bickerton Island Enterprises to collaborate with service providers and funding agencies to provide for improved service delivery at the aged care centre at Angurugu. GEBIE's commitment extends to a possible capital contribution of \$1 million for the provision of accommodation facilities at the Angurugu aged care and respite centre, subject to further discussion with stakeholders.</p>	<p>GEBIE EASC DHF DoHA OTL</p>	<p>Discussions with relevant parties and agreed way forward</p>	<p>Within six months of signing Stage 2.</p>
<p>GEMCO to provide in-kind support for medical staff visiting communities, particularly by providing accommodation for dentists and doctors totalling \$100,000 per year.</p>	<p>GEMCO DHF</p>	<p>Support provided</p>	<p>From July 2010.</p>
<p>GEMCO to provide two new ambulances and medical equipment totalling \$360,000 (based at GEMCO) to support Groote Eylandt needs.</p>	<p>GEMCO DHF</p>	<p>Assets operational</p>	<p>Over two years from January 2010.</p>

Part 9 - Leadership and Governance

Project Description: Provide further support for leadership and governance development at Groote Eylandt including a mapping and analysis of existing structures and governance development plans for key community organisations.

Project Rationale: Effective leadership and governance are crucial to effective service delivery and reforming relationships between the community and government agencies. This is recognised in the Remote Service Delivery National Partnership Agreement.

Objective	Agency	Targets	When
FaHCSIA, GEBIE and the ALC to work together to both identify, target and provide further support for emerging leaders at Groote Eylandt , including opportunities to participate in Leadership Training, and Remote Service Delivery workshops outside Groote Eylandt, practical support for career development (provided through the Job Shop), and further formal training where required.	FaHCSIA GEBIE	Leadership support provided	Ongoing
FaHCSIA and the ALC to jointly engage a consultant to map and assess the effectiveness of current governance structures and assess governance training requirements in the Groote Eylandt region. Governance development plans based on identified training and development needs in the region will be developed. Training modules to support governance training and development will be delivered based on the plan following agreement with the ALC.	FaHCSIA ALC	Governance mapping completed Governance development plans in place and training provided	Within six months of signing Stage 2 Within 12 months of signing Stage 2

Part 10 - Supporting the Partnership

Project Description: Establish the mechanisms necessary to implement Stage 2 of the Regional Partnership Agreement in a whole of government environment and consistent with commitments in the Remote Service Delivery National Partnership Agreement.

Project Rationale: Key principles and objectives of the Remote Service Delivery National Partnership Agreement are consistent with this Regional Partnership Agreement and parties have agreed that the Regional Partnership Agreement will provide the vehicle for remote service delivery reform in the Anindilyakwa region.

Objective	Agency	Targets	When
The Department of Families, Housing, Community Services and Indigenous Affairs to employ a local Indigenous Engagement Officer at each of Angurugu and Umbakumba. Working closely with the Government Business Managers, the Indigenous Engagement Officers will facilitate engagement between communities and government and operate within the RPA framework, liaising regularly with the ALC. The ALC will be invited to input into recruitment of the two positions.	FaHCSIA ALC NT DCM	Indigenous Engagement Officers employed	By November 2009 and ongoing
The Department of Families, Housing, Community Services and Indigenous Affairs to continue to employ Government Business Managers at Angurugu and Umbakumba who will provide a single point of contact for the coordination of both Australian and NT Government services in each community. The Government Business Manager will facilitate engagement between communities and government and operate within the RPA framework, liaising regularly with the ALC and the RPA Secretariat.	FaHCSIA ALC NT DCM	Government Business Managers employed	Ongoing
The Australian Government will provide funding to replicate the Baseline Community Profile conducted during Stage 1 to assist in measuring outcomes to evaluate the effectiveness of the Regional Partnership Agreement and to provide information on further priorities for the parties.	FaHCSIA ALC NT DCM	Baseline Community Profile completed (2 nd)	By end 2011
The Regional Partnership Committee to continue its operation as per clause 4 of this RPA. The Regional Partnership Committee will review this RPA annually to ensure ongoing alignment to community priorities, to the Remote Service Delivery National Partnership Agreement and the broader Council of Australian Governments agenda.	All parties	Committee meeting regularly Review conducted	Meetings to occur at least quarterly Annually from signing Stage 2

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<p>Consistent with clause 1.4 of this Agreement, the Regional Partnership Committee will negotiate a separate Schedule D to this Agreement regarding implementation of the Remote Service Delivery National Partnership Agreement in the Groote Eylandt region. The Schedule will include consideration of updating the baseline mapping data collected in Stage 1.</p>	<p>All parties, led by FaHCSIA, DCM and ALC</p>	<p>Negotiations commenced</p>	<p>Within two months of signing Stage 2.</p>
<p>A full household census/survey of all Indigenous residents of Groote Eylandt and Bickerton Island will be conducted.</p>	<p>ALC FaHCSIA DCM</p>	<p>Scope and funding agreed by ALC, FaHCSIA Household survey completed</p>	<p>Within six months of signing Stage 2 By July 2010</p>

SCHEDULE C

**IMPLEMENTATION AGREEMENT
BETWEEN
THE AUSTRALIAN GOVERNMENT
THE NORTHERN TERRITORY GOVERNMENT
AND THE
ANINDILYAKWA LAND COUNCIL
REGARDING
THE STRATEGIC INDIGENOUS HOUSING AND INFRASTRUCTURE PROGRAM (SIHIP)
IN THE GROOTE EYLANDT ARCHIPELAGO REGION**

(July 2010)

1 Purpose

- 1.1 The purpose of this agreement (Implementation Agreement) is to establish an updated framework for roles and responsibilities and other mechanisms for managing and implementing the Strategic Indigenous Housing and Infrastructure Program (SIHIP) in the Groote Eylandt Archipelago region. It also sets out the outcomes that the program is expected to deliver to the Groote Archipelago. This Implementation Agreement provides for a common level of understanding and coordination between the parties to support the objectives of SIHIP.
- 1.2 The replacement of Earth Connect Alliance with Territory Alliance provides the opportunity to revise and update the original Schedule C, dated November 2009, to the Groote Eylandt and Bickerton Island Regional Partnership Agreement (RPA). Implementation of this Agreement will be consistent with the principles and objectives set out in the RPA.
- 1.3 Once signed, this Agreement will be attached as Schedule C of the RPA, replacing the original Schedule C.

2 Shared Goals

- 2.1 The Northern Territory Government and the Australian Government share common goals in improving housing outcomes for Indigenous communities in the Northern Territory and these are set out in the National Partnership Agreement on Remote Indigenous Housing.
- 2.2 Both governments and the Anindilyakwa Land Council share the aim of resolving housing overcrowding and improving living conditions in the townships of Angurugu, Umbakumba and Milyakburra and are committed to working together through the RPA framework to achieve this aim.
- 2.3 All parties have agreed to work with Territory Alliance to complete both remaining Stage 1 and Stage 2 SIHIP work in the Groote Archipelago region. The parties agree that the involvement of Territory Alliance provides an opportunity to review the package of works as a whole to identify improvements and refinements in the way SIHIP will proceed on Groote Eylandt and Bickerton Island.
- 2.4 Under the new arrangements the parties have agreed that a newly incorporated, locally owned Indigenous construction organisation, GEBIE Civil and Construction (GCC), will undertake the SIHIP renovations program through a commercial 'pass through' agreement with Territory Alliance. Negotiations are underway to establish a

formal sub-Alliance partnership between Territory Alliance and GCC to enable GCC to undertake the renovations works through that partnership.

- 2.5 Parties to this Agreement recognise that there are commercial agreements between the Northern Territory Government and the Alliance Partner in relation to the implementation of SIHIP and the Governments need to work consistently with those agreements.

3 Confidentiality

- 3.1 Consistent with the outcomes of the SIHIP review, parties to this Implementation Agreement recognise as a general principle the need for greater transparency and better communication of information about the program to the communities receiving major works.
- 3.2 However, the parties also recognise that some documents and information relating to SIHIP are commercially sensitive and agree that this information will be treated with appropriate confidentiality. Both governments commit to the principle that relevant information and documentation will not be unreasonably withheld. Parties acknowledge that their employees may be required to sign a deed of confidentiality in order to access relevant documentation and that some commercial information will not be able to be shared across all parties.

4 Declaration of Conflicts

- 4.1 Parties agree to declare all actual or potential conflicts of interest (whether personal or commercial in nature) and acknowledge that their employees may be required to sign conflict of interest declarations in relation to their roles in SIHIP implementation. Should an employee of a party fail to declare an interest that employee will be immediately excused from any role in relation to SIHIP implementation decision making or representation.

5 Roles and Responsibilities

The Australian and Northern Territory Governments

- 5.1 The Australian and Northern Territory Governments are jointly responsible for the leadership and program management of SIHIP and implementation of a reformed remote public housing system in Indigenous communities in the Northern Territory. The Governments have each designated a senior representative to the Alliance Leadership Team for the Alliance Partner ("Government Alliance Representatives") and these representatives will provide a key point of contact for the Anindilyakwa Land Council in respect of any issues with implementation.
- 5.2 In addition, the governments have agreed to locate a senior representative, with construction expertise, on Groote Eylandt to work directly with all parties responsible for delivering SIHIP outcomes. The responsibilities of this representative will include ensuring there is regular communication between government, GCC and Alliance representatives, quality assurance and regular review of the progress of work against agreed KPIs and targets.
- 5.3 The Australian and Northern Territory Governments agree to provide support to community engagement processes including the SIHIP Working Group and

Housing Reference Groups through the Government Business Managers and Indigenous Engagement Officers located on the Groote Eylandt Archipelago.

- 5.4 The Northern Territory Government, through the Department of Housing, Local Government and Regional Services, agrees to provide secretariat and administrative support to the Housing Reference Groups in the region including convening meetings, settling terms of reference, distributing papers and agendas ahead of meetings and circulating records of meeting. The Australian Government agrees to provide similar support to the SIHIP Working Group, through the Government Business Managers.

The Anindilyakwa Land Council

- 5.5 The Anindilyakwa Land Council agrees to represent in all discussions and transactions the interests of the communities of Angurugu, Umbakumba and Milyakburra. This includes providing advice and support to Territory Alliance, GEBIE Civil and Construction and parties to this Agreement in respect of community engagement and other matters.
- 5.6 Subject to clause 3 above, the Anindilyakwa Land Council will have the opportunity to contribute to the overall Package Development Report process. Information on SIHIP implementation will be shared equitably between the Government Alliance Representatives and the Anindilyakwa Land Council. This includes details of the master schedule for the package, package budget and scope, Employment and Workforce Development Plan, Quality Management Framework, housing mix, final designs, outcomes of assessments by the Third Party Panel, Design Guidelines, other relevant policy and guideline documents and reports on progress, including difficulties, in the implementation of the program. Should any relevant information fail to be provided to the Anindilyakwa Land Council, the Chairman or Chief Executive Officer may request an explanation in writing from the Government Alliance Representatives.

The GEBIE Civil and Construction

- 5.7 GCC will be responsible for preparing the sections of the Package Development Report that address the refurbishments and rebuilds element of the SIHIP work for Groote Eylandt and Bickerton Island, in conjunction with Territory Alliance. Under the sub-Alliance arrangement between GCC and Territory Alliance, the Alliance will have a support/oversight role, but it will be GCC which is responsible for delivery of the refurbishment and rebuild work.
- 5.8 The roles and responsibilities of each party will be specified in greater detail under the community engagement plan mentioned at 6.1.5.

6 Priority Areas of Attention – SIHIP Implementation

- 6.1 In the implementation of SIHIP, the parties commit to the seven SIHIP objectives and the rationale underpinning the selection of a Strategic Alliance methodology, including the ability to drive down prices, reduce delivery times, attract larger national companies with capacity to partner with smaller companies with local expertise, use local labour and engage effectively with the community. It is recognised that these areas require further and more immediate attention within the

overall framework of SIHIP implementation in the Groote Eylandt Archipelago region. To address these issues, parties agree to the following:

- 6.1.1 Consistent with the RPA, a total of eighty new houses will be constructed in an amalgamated Stage 1 and 2 of SIHIP, including 60 at Angurugu, 18 at Umbakumba and 2 at Milyakburra. The designs of these houses will be agreed in discussions between the parties. Territory Alliance will deliver eighty new houses built in accordance with the provisions of the Building Code of Australia, the current SIHIP Design Guide (as at 1 May 2010) and the National Indigenous Housing Guide. All new house designs will undergo examination by the third party review panel at both 30% and 80% documentation to determine their suitability.
- 6.1.2 Up to \$46 million will also be available for major infrastructure associated works over the next two years to ensure the essential services required to be connected to new housing will be planned and provided for in a timely manner. The design of the sub divisions will be agreed in discussions between all parties.
- 6.1.3 Twelve new block houses at Angurugu and Umbakumba were commenced by Earth Connect Alliance and these are being completed by Territory Alliance. Four partly constructed semi elevated houses at Angurugu are to be made available to the GCC to complete, together with all the materials, and a \$300,000 contribution towards labour costs. These houses will be used as transition accommodation and/or government and local worker accommodation longer term, providing an ongoing income to GCC through rent payments. GCC will take responsibility for ongoing tenancy management of the four houses.
- 6.1.4 \$12 million funding is available within the package budget for a minimum of 75 refurbishments and rebuilds of houses in Angurugu, Umbakumba and Milyakburra. Refurbishments will address immediate safety issues and focus on improving functionality of health hardware in houses. Parties to this Agreement will work with the SIHIP Working Group and GCC to determine the scope and priorities for refurbishments according to agreed criteria based on the prioritisation of works to maximise measurable impact on addressing critical healthy living practices across as many houses as possible. The criteria for rebuilds and refurbishments will be overlaid by an assessment of tenant need particularly where this relates to disability access.
 - Additional funding has been made available through SIHIP to undertake a comprehensive Scoping Study to provide accurate baseline data. The scoping work commenced on 28 June as part of an Early Works Plan between Territory Alliance and GCC. A report on the work will be produced and an agreed scope of works for refurbishments and rebuilds will be finalised by the end of July 2010.
 - As agreed in the RPA, additional funding of \$2 million has been provided by the Australian Government for the painting of houses, to be undertaken in conjunction with the refurbishment and rebuild program.

- Work is underway within the Northern Territory Government to explore whether funding for ongoing repairs and maintenance can be allocated directly to GCC, to be used in conjunction with the refurbishment and rebuild program, rather than the current arrangement where the funding flows through the Shire.
 - A new Package Alliance Agreement (PAA) is being drafted to cover the sub Alliance arrangement between Territory Alliance and GCC. It is expected that initially an Early Works Plan will be developed under the PAA by early August 2010 to enable work to proceed pending the Package Development Report being finalised.
- 6.1.5 Parties to this Agreement will cooperatively develop and implement a community engagement plan for SIHIP in the Groote Eylandt Archipelago region, to be agreed within one month of signing this Agreement. Items that are to be addressed include:
- The process for consultation with the Groote Eylandt communities of Angurugu, Umbakumba and Milyakburra about implementation of the new Remote Public Housing Management Framework to ensure that the changes are understood and to provide an opportunity to identify any matters that may impact adversely on the Groote Eylandt Archipelago region.
 - Ensuring a clear understanding of the role, terms of reference and working arrangements for the SIHIP Working Group and Housing Reference Groups.
 - Processes to ensure the communities of Angurugu, Umbakumba and Milyakburra and other relevant stakeholders are informed about SIHIP implementation in the Groote Eylandt Archipelago region.
- 6.1.6 A SIHIP Implementation Group will be established comprising the senior government expert referred to in Clause 5.2 above, a senior representative of Territory Alliance, the General manager of GCC and the Chairman and Manager of the Anindilykwa Land Council. Representatives may invite their technical advisors to attend meetings.
- 6.1.7 The SIHIP Implementation Group will work to establish an agreed information sharing protocol which clearly documents how information on SIHIP will be shared between that Group, the SIHIP Working Group and the broader community and other relevant stakeholder groups. The protocol will be in place within 6 weeks of signing this Agreement.
- 6.1.8 Noting that a minimum overall target of 20% local Indigenous employment has been set for SIHIP in the Groote Eylandt Archipelago region, parties to this Agreement will cooperatively develop and implement an agreed employment and workforce development plan within 6 weeks of signing this Agreement.
- 6.1.9 The Government Alliance Representatives will work through the quality assurance process for the SIHIP package, including third party review

requirements, with the Anindilyakwa Land Council, Territory Alliance and GCC. Where it is agreed that additional quality assurance elements are required for SIHIP works in the Groote Eylandt Archipelago region, the Government Alliance Representatives will develop in conjunction with the Anindilyakwa Land Council these elements ensuring that they are consistent with the overall program management framework and provide confidence to all parties about the quality of new housing and renovations constructed through SIHIP.

6.1.10 Both governments, following consultation with the Anindilyakwa Land Council, agree to urgently address the issue of eligibility for home ownership where refurbishments are completed under SIHIP to bring houses up to a safe and habitable standard.

7 Dispute Resolution

7.1 Any party may raise a concern with the operation of this Agreement. The concern will be provided in writing to the Alliance Leadership Team through the Chairman or Chief Executive Officer of the Anindilyakwa Land Council or through one or both of the Government Alliance Representatives. The Alliance Leadership Team must provide a written response to all parties within fourteen days of receiving it.

7.2 If the party is dissatisfied with the response from the Alliance Leadership Team, the party may escalate the concern to the Groote Eylandt and Bickerton Island Regional Partnership Committee through one of the co-Chairs. The processes for dealing with the concern are as set out in Clause 6 of the RPA.

8 Monitoring and Reporting

8.1 The SIHIP Implementation Group, referred to at Clause 6.1.6 above, will meet at least monthly to discuss progress of this Agreement and monitor the timelines and actions set out in Part 6 above. The Group will provide quarterly reports on progress to the Regional Partnership Committee through the Secretariat.

8.2 The Group will meet within two weeks of signing this Agreement to determine its terms of reference and working arrangements. Items to be considered include processes for decision making, recording and distribution of decisions and actions.

9 Effective Date

9.1 This Agreement will be effective upon signing by all parties. The Agreement will be reviewed after two years from the date of signing and extended by written agreement of the parties if necessary. The Agreement may be amended at any time by consent of all parties in writing.

SCHEDULE D

IMPLEMENTATION OF THE RSD NATIONAL PARTNERSHIP AGREEMENT IN THE GROOTE EYLANDT ARCHIPELAGO REGION

(July 2010)

1 Purpose

- 1.1 The purpose of this document is to confirm the relationship between Groote Eylandt and Bickerton Island Regional Partnership Agreement (“RPA”) and the National Partnership Agreement on Remote Service Delivery (“RSD”) with a view to achieving appropriate arrangements for the implementation and governance of both Agreements.

2 Parties

- 2.1 The Parties to this Schedule D are the Parties to the RPA.

3 Governance

- 3.1 The Parties have agreed that the RPA will have primacy as the vehicle for the implementation of the RSD in Angurugu and Umbakumba. This arrangement will give effect to the intentions of Clause 1.4 of the RPA and Clause 6 of the National Partnership Agreement on RSD between the Commonwealth of Australia and the Northern Territory (the “RSD Implementation Plan”).
- 3.2 The RPA Committee will remain the primary governance mechanism for RPA activities at Groote Eylandt and the RPA the primary method of coordinating government business. The implementation of RSD will in no way diminish the commitments agreed in the RPA. Clause 6 of the RPA will be used to address any concerns.
- 3.3 This Schedule D will be endorsed by the RSD Board of Management once approved by the Regional Partnership Committee.
- 3.4 The State Manager of FAHCSIA and the CEO of the NT Dept of Housing Local Government and Regional Services, who co-chair the RPA Committee and the RSD Board of Management, will ensure that the intentions of clause 1.4 of the RPA and clause 6 of the NT Bilateral Implementation Plan on RSD are given full effect and are adhered to.

4 Local Implementation Plans

- 4.1 The RSD Local Implementation Plan for Angurugu and Umbakumba will be based on Schedule B of the RPA. Projects may be added with the endorsement of the Regional Partnership Committee. This will ensure that Angurugu and Umbakumba are included in any new initiatives to be implemented under RSD, while maintaining consistency with the RPA framework.

5 Community Engagement

- 5.1 A community engagement plan will be developed for endorsement by the RPA Committee. It will include development of Local Reference Groups for consistency with other RSD sites.

6 Baseline Mapping

- 6.1 The RPA Baseline Community Profile will be supplemented with baseline and service mapping under RSD to ensure consistency across sites. The process will be repeated in respect of Angurugu and Umbakumba at regular intervals as for other RSD sites.

7 Duration and Review

- 7.1 This Schedule D will be reviewed 12 months after it has been agreed and may be amended at any time in accordance with clause 7.2 of the RPA.