



**Australian Government**



**Northern  
Territory  
Government**

# **REGIONAL PARTNERSHIP AGREEMENT**

between the

**Anindilyakwa Land Council**

the

**Commonwealth of Australia**

and the

**Northern Territory Government**

**20 MAY 2008**

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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 and the Northern Territory Government of Australia. It is envisaged that additional parties may join the Agreement over time.
- 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 is made in a spirit of partnership to:
  - 1.3.1. Establish the principles and strategies necessary to improve the coordination and provision of services across the Anindilyakwa region;
  - 1.3.2. Encourage sustained economic development through targeted investments in education; employment, training and business development; housing; and community health and safety;
  - 1.3.3. Establish a framework for implementation including governance arrangements, roles and responsibilities and an evaluation framework; and
  - 1.3.4. Set out an agreed plan of action, which aims to achieve measurable and sustainable improvements for people living in 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 National Framework Principles for Service Delivery to Indigenous Australians, endorsed at the COAG meeting on 25 June 2004. These principles are:
- sharing responsibility;
  - harnessing the mainstream;
  - streamlining service delivery;
  - establishing transparency and accountability;
  - developing a learning framework; and
  - focusing on Priority Areas, being early childhood development and growth; early school engagement and performance; positive childhood and transition to adulthood; substance use and misuse; functional and resilient families and communities; effective environmental health systems and economic participation and development.

### **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 Grootte Eylandt and Bickerton Island Regional Partnership Committee will be established 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 Manager of FaHCSIA, the Deputy Chief Executive of the NT Department of the Chief Minister and the Chairperson of the Anindilyakwa Land Council. 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 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
  - 4.3.4 Solve any problems and seek to address any lack of progress on implementation.
- 4.4 The Regional Partnership Committee will hold its first meeting within one month of signing this Agreement to determine 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 will support a baseline data study as per Schedule A Part 7, to inform negotiations for additional Schedules and improve the capacity to measure changes in outcomes in the communities.
- 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 In the third 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 two years 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 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 20th day of May, 2008*

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

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*Tony Wurramarrba  
Chairman, Anindilyakwa Land Council*

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*Walter Amagula  
Deputy Chairman, Anindilyakwa Land Council*

Signed for and on behalf of the Australian Government by:

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*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:

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*The Hon Paul Henderson MLA  
Chief Minister*











# SCHEDULE A - Stage 1 Projects

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| Part 1 - Township Leases  |                        |                      |   |
|---|------------------------|----------------------|---|
| <p><b>Project Description:</b> 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><b>Project Rationale:</b> 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<br/>FaHCSIA</p> | <p>Leases signed</p> | <p>One year from signing this Agreement</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 <b>Review of Education Needs at Groote Eylandt and Bickerton Island</b> 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<br>NT DEET<br>ALC | Completion of report | To commence as soon as possible after the RPA is signed, with a view to completing the study within six months. |

| Part 3 - Economic Development and Employment Strategy  |                |  |                                     |
|--|----------------|--|-------------------------------------|
| <p><b>Project Description:</b> 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.</p>   |                |  |                                     |
| <p><b>Project Rationale:</b> 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.</p>   |                |  |                                     |
| Objective  | Agency         | Targets  | When                                |
| DEEWR through its Regional Team will fund the development and implementation of a comprehensive <b>regional employment and economic development strategy</b> 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                          | Within 12 months of signing the RPA |
| A key mechanism through which the regional employment and economic development strategy will be delivered is a “ <b>Job Shop</b> ” model to be run by Groote Eylandt and Bickerton Island <b>Enterprises</b> 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<br>GEBIE | Establishment of Job Shop                                | Within 12 months of signing the RPA |
| DEEWR will provide effective and appropriate support for business and economic development on the islands through the <b>Indigenous Employment Program</b> including an Economic Development Officer, business planning and business skills training.  | DEEWR          | Indigenous Employment Program in place and EDO employed. | Within 12 months of signing the RPA |

|  |              |   |  |
|--|--------------|---|--|
| <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 <b>feasibility study of a local bus service</b>. DEEWR will source funding to implement the agreed transport option including driver training.</p> | <p>DEEWR</p> | <p>Feasibility study completed</p> <p>Appropriate transport option funded and established</p> <p>Driver training provided</p> | <p>Within 6 months of signing the RPA</p> <p>Within 12 months of signing the RPA</p> |
|--|--------------|---|--|



| Part 4 - Housing and Development  |                              |                                   |   |
|---|------------------------------|-----------------------------------|---|
| <p><b>Project Description:</b> 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.</p> |                              |                                   |   |
| <p><b>Project Rationale:</b> 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.</p>  |                              |                                   |   |
| Objective   | Agency                       | Targets                           | When  |
| Following – and on condition of the grant of the township leases referred to in Part 1, at least <b>twenty-six (26) new houses</b> 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<br>FaHCSIA | Houses constructed                | 24 months from grant of the township lease referred to in Part 1.                 |
| A <b>Fixing Houses for Better Health</b> program will apply on all current houses at Angurugu, Umbakumba and Milyakburra  | Territory Housing<br>FaHCSIA | FHBH implemented                  | To start as soon as possible and be completed within 12 months of signing the RPA |
| A housing repairs and maintenance program will apply at Angurugu, Umbakumba and Milyakburra comprising <b>painting and other improvements on all current houses</b> , 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<br>FaHCSIA | Repairs and maintenance completed | Within 24 months of signing the RPA.  |

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| <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 <b>integrated financial management services</b> 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>Financial management service to be initially delivered within 3 months of signing the RPA. Service will be ongoing, subject to appropriate land tenure.</p> |
| <p>The Aboriginals Benefit Account will contribute a grant of up to <b>\$2m for the development of a Cultural Centre</b> 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)<br/>GEBIE</p> | <p>Cultural centre constructed</p>  | <p>Completed</p>   |
| <p>The Aboriginals Benefit Account will contribute a grant of \$2m capital to support the <b>establishment of a GEBIE construction company</b> 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)<br/>GEBIE</p> | <p>10 houses constructed</p> <p>Training and engagement of local people in the company</p>  | <p>Within 24 months of signing the RPA</p>   |

| Part 5 - Improving Community Health and Safety  |                                   |                               |   |
|---|-----------------------------------|-------------------------------|---|
| <p><b>Project Description:</b> 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.</p>   |                                   |                               |   |
| <p><b>Project Rationale:</b> 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.</p>   |                                   |                               |   |
| Objective   | Agency                            | Targets                       | When  |
| The Australian Government will provide \$70,000 to undertake a <b>scoping assessment of health infrastructure needs</b> in Angurugu and Umbakumba, in consultation with the Northern Territory Department of Health and Community Services and with the Anindilyakwa Land Council.  | DoHA<br>NT DHCS<br>ALC            | Scoping assessment completed  | Within 6 months of signing the RPA                            |
| The assessment will inform the expenditure of an additional investment of <b>\$2 million in capital funding to improve primary health care facilities</b> 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<br>NT DHCS                   | Health facilities upgraded    | Following grant of the township leases referred to in Part 1. |
| A grant of \$100,000 is also being provided by the Australian Government to the Anindilyakwa Land Council for a <b>further study in relation to future implications for care of Machado Joseph Disease (MJD) sufferers</b> . 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<br>ALC<br>NT DHCS<br>DoHA | Study completed               | Within 12 months of signing the RPA                           |
| 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<br>NT DHCS<br>FaHCSIA<br>DoHA | MOU developed and implemented | Within 6 months of signing the RPA.                           |

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| <p>The Australian Government and Northern Territory Government will jointly fund an <b>assessment of fluoridation</b> 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<br/>FaHCSIA</p>              | <p>Assessment completed</p>  | <p>Within 6 months of signing the RPA</p>   |
| <p>The Groote Eylandt region will be a <b>priority location for the AFL Club Fostership program being jointly funded by the Australian Government and the AFL</b> 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<br/>AFL<br/>ALC</p>          | <p>Fostership program implemented</p>                                      | <p>Ongoing</p>  |
| <p><b>Increased community safety</b> 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<br/>FaHCSIA<br/>NT DCM</p> | <p>Accommodation built<br/><br/>Increased police presence at Umbakumba</p> | <p>Facility to be constructed within 24 months of signing the RPA</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 <b>priority location for intensive attention by the sniffer dog unit</b> 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<br/>FaHCSIA<br/>NT DCM</p> | <p>Sniffer dogs visit Groote at least 4 times per year</p>                 | <p>Visits to Groote Eylandt to occur at least quarterly from the time the RPA is signed</p> |
| <p>Ongoing funding of the Groote Eylandt and Milyakburra Youth Development Unit.</p>   | <p>NT DCM</p>                           | <p>Effective operation continues</p>                                       | <p>Funding is committed until June 2009</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 <b>innovative leadership development for Indigenous women, men and youth</b>. 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<br>(in consultation with ALC) | <p>Consultations occur at Groote Eylandt</p> <p>Workshop delivered</p> | <p>As soon as possible</p> <p>Within 6 months of signing the RPA</p> |

| Part 7 - Moving to Stage 2 of the Regional Partnership Agreement   |                                   |  |  |
|--|-----------------------------------|--|--|
| <p><b>Project Description:</b> 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.</p>   |                                   |  |  |
| <p><b>Project Rationale:</b> The outcomes of projects under this Schedule, including scoping studies, will help to target investments in a second Schedule under this Regional Partnership Agreement.</p>  |                                   |  |  |
| Objective  | Agency                            | Targets  | When   |
| <p>Funding will be provided by the Australian Government for a <b>Baseline Data Study</b> 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.</p>  | <p>FaHCSIA<br/>ALC<br/>NT DCM</p> | <p>Baseline study completed</p>                    | <p>Within twelve months</p>  |
| <p>The Australian Government and the Northern Territory Government <b>confirm and renew their commitment to negotiating Stage 2 of a RPA</b> 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.</p> | <p>All parties</p>                | <p>Negotiations commenced</p>                      | <p>Within six months of signing this Agreement.</p>  |
| <p>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.</p>  | <p>All parties</p>                | <p>Committee established and meeting regularly</p> | <p>Committee to meet within one month of signing the RPA and meet regularly for the life of the RPA.</p> |