

# PARTNERSHIP AGREEMENT ON CLOSING THE GAP 2019-2029

## **An Agreement between**

- the **Coalition of Aboriginal and Torres Strait Islander Peak Organisations**, and
- the **Council of Australian Governments**, being:
  - the Commonwealth of Australia
  - New South Wales
  - Victoria
  - Queensland
  - Western Australia
  - South Australia
  - Tasmania
  - the Australian Capital Territory
  - the Northern Territory
  - the Australian Local Government Association

## PREAMBLE

This Partnership Agreement expresses the agreed arrangements for the formal partnership between the Council of Australian Governments (COAG) and Aboriginal and Torres Strait Islander people represented by their community controlled peak organisations on Closing the Gap.

It is an historic Agreement that embodies the belief of all its signatories that shared decision making with Aboriginal and Torres Strait Islander community controlled representatives in the design, implementation and monitoring of the Closing the Gap framework is essential to achieve their shared goal to close the gap in life outcomes between Indigenous and non-Indigenous Australians.

Aboriginal and Torres Strait Islander self-determination is recognised as key to achieving changes in the lives of Aboriginal and Torres Strait Islander people and this Agreement embodies that intent.

A Coalition of Aboriginal and Torres Strait Islander peak bodies from across the nation has formed, providing legitimate community-controlled representation, to be signatories to the formal partnership with COAG on Closing the Gap. Aboriginal and Torres Strait Islander community controlled peak bodies and organisations have never before come together in this way, to agree and negotiate together with governments.

This new and formal partnership builds on the progress over the past 10 years under Closing the Gap and is a commitment to fundamentally change the way that governments and Aboriginal and Torres Strait Islander people work together in order to accelerate improved outcomes.

## PARTNERSHIP CONTEXT

1. At its meeting on 12 December 2018, all Leaders of COAG committed to ensuring “that the finalisation of targets and implementation of the (refreshed) Closing the Gap framework occurs through a genuine, formal partnership between the Commonwealth, state and territory governments and Indigenous Australians through their representatives”.
2. COAG stated that the “formal partnership must be based on mutual respect between parties and an acceptance that direct engagement and negotiation is the preferred pathway to productive and effective outcomes”, and that “Governments and Aboriginal and Torres Strait Islander representatives will share ownership of, and responsibility for, a jointly agreed framework and targets and ongoing monitoring of the Closing the Gap agenda”.

3. COAG also agreed that “The arrangements of the formal partnership between COAG and Aboriginal and Torres Strait Islander representation will be settled by the end of February 2019, and will include a Ministerial Council on Closing the Gap” and “that the framework and draft targets will be finalised through this Council by mid-2019, ahead of endorsement by COAG”.

## **PARTNERSHIP PARTIES**

4. The formal partnership (the Partnership Agreement) on Closing the Gap is between COAG Parties and the Coalition of Aboriginal and Torres Strait Islander Peak Bodies (Coalition of Peaks) (the Parties).
5. COAG Parties include the Commonwealth Government and the Governments of New South Wales, Victoria, Queensland, Western Australia, South Australia, Tasmania, the Australian Capital Territory, the Northern Territory, and the Australian Local Government Association.
6. The Partnership Agreement takes effect on the signature of the Coalition of Peaks, the Commonwealth and one State or Territory and will be in place for ten years, to support the Closing the Gap refresh.
7. The Coalition of Peaks:
  - a) Are national and state and territory non-government Aboriginal and Torres Strait Islander Peak bodies and certain independent statutory authorities which have responsibility for policies, programs and services related to Closing the Gap;
  - b) Have their governing boards elected by Aboriginal and Torres Strait Islander communities and / or organisations which are accountable to that membership; and
  - c) Support the vision for a genuine partnership between Aboriginal and Torres Strait Islander people and COAG in developing and implementing the next phase of Closing the Gap.
8. The members of the Coalition of Peaks at the time of signing are at Schedule A. Additional members may join the Coalition of Peaks if they meet the agreed criteria at clause 12. COAG Parties may refer additional bodies to the Coalition of Peaks for consideration.
9. The Coalition of Peaks are representative of Aboriginal and Torres Strait Islander people’s interests in Closing the Gap as they are directly involved in the delivery and monitoring of services to their communities and families across Australia.
10. The Coalition of Peaks representation is based on community controlled organisations accountable to Aboriginal and Torres Strait Islander communities, and representation at a national, state/territory and local level.

## **PARNERSHIP SCOPE**

11. The Partnership Agreement gives effect to the decision of COAG on 12 December 2018 relating to the Closing the Gap framework, its refresh, any associated Closing the Gap targets and the National Indigenous Reform Agreement.
12. The Partnership Agreement also relates to the Joint Council on Closing the Gap and ensures the equal participation and shared decision making by Aboriginal and Torres Strait Islander people on Closing the Gap.

## **PARTNERSHIP OBJECTIVES**

13. The objectives of the Partnership Agreement are to:
  - a) Enhance outcomes for Aboriginal and Torres Strait Islander people as a result of the Closing the Gap framework by ensuring their full involvement in its development and implementation;
  - b) Share ownership of, and responsibility for, a jointly agreed framework and targets and ongoing implementation and monitoring of efforts to close the gap in outcomes between Indigenous and non-Indigenous Australians in line with each Party's responsibilities;
  - c) Enhance the credibility and public support of Closing the Gap over the next ten years by ensuring full participation by Aboriginal and Torres Strait Islander representatives in its development and implementation; and
  - d) Advance Aboriginal and Torres Strait Islander involvement, engagement and autonomy through equitable participation, shared authority and decision making in relation to Closing the Gap.

## **PARTNERSHIP PRINCIPLES**

14. The principles underpinning this Partnership Agreement are:
  - a) The jointly agreed Closing the Gap framework is the overarching national policy that will inform the actions of governments and the Coalition of Peaks for the next ten years;
  - b) The Parties acknowledge that the Coalition of Peaks are accountable and in direct contact with communities at the local level; and provide an unparalleled network through which communities can engage with governments in respect of the setting, implementing and monitoring of Closing the Gap targets. This network is much

more significant than any engagement that governments can achieve alone through their own consultations;

- c) The Partnership Agreement can be enhanced by a diverse range of existing and emerging approaches to shared decision making and self-determination across Aboriginal and Torres Strait Islander communities if they are consistent with the national policy and contribute to Closing the Gap at the local level. This recognises the importance of both national priorities for collective action and of enabling local communities to set their own priorities and tailor their services to their unique contexts;
- d) The Parties commit to open and transparent negotiation and shared decision making on matters relating to the design and implementation of the Closing the Gap framework and this Partnership Agreement. Shared decision making is fundamental to a genuine partnership and means that the Coalition of Peaks are fully engaged, consulted with and can negotiate prior to a decision being made by the COAG Parties in relation to the Partnership Agreement;
- e) The Parties agree that shared decision making is by consensus as part of the Partnership Agreement, at the Joint Council and any related Working Groups;
- f) Aboriginal and Torres Strait Islander people are the key agents of change in Closing the Gap and must be granted agency in the development and implementation of policies and programs that impact on their lives;
- g) Equal participation in the Partnership Agreement will be actively pursued by all Parties. This includes identifying and addressing systemic and structural racism, discrimination and unconscious bias and other barriers to Aboriginal and Torres Strait Islander Australians' equal participation in the Partnership Agreement;
- h) All Parties are responsible for the success of the Partnership Agreement and share an equal say in how it is operating; and
- i) Decisions made under the Partnership Agreement will be evidence based and underpinned by the transparent sharing of data.

## **PARTNERSHIP RESPONSIBILITIES**

15. All Parties are jointly responsible for agreeing the design, policy principles and priorities, implementation principles, oversight and monitoring of the national Closing the Gap framework and associated targets, and the review of the National Indigenous Reform Agreement, as follows:

- a) Finalising a Closing the Gap framework, including a COAG Closing the Gap agreement, for the next ten years which covers the overarching policy,

implementation principles, targets, cross cutting themes, engagement and public accountability arrangements;

- b) Establishing annual work plans for the Joint Council on Closing the Gap, for agreement by the Joint Council;
- c) Monitoring progress against jointly agreed targets and indicators; and
- d) Sharing quantitative and qualitative data, other than that which is sensitive and commercial in confidence, that will enable the Closing the Gap framework, and any associated reviews, annual priority setting and policy adjustments, to be properly informed by evidence.

16. The COAG Parties will:

- a) Continue to maintain responsibility to provide funding for Closing the Gap, including mainstream services and programs. The Partnership Agreement does not transfer funding responsibility to Coalition of Peaks;
- b) Continue to build their own capability to engage with Aboriginal and Torres Strait Islander people; and
- c) Implement Closing the Gap consistent with the principles of this partnership, the agreed national framework and in line with the agreed implementation principles.

## **JOINT COUNCIL OF AUSTRALIAN GOVERNMENTS AND ABORIGINAL AND TORRES STRAIT ISLANDER PEOPLE ON CLOSING THE GAP**

17. COAG at its meeting on 12 December 2018 agreed to the establishment of a Ministerial Council on Closing the Gap with representation from Aboriginal and Torres Strait Islander people through their representatives.

18. This Ministerial Council will be known as the Joint Council on Closing the Gap.

19. The Joint Council includes at least equal representation from the Coalition of Peaks and COAG members to ensure a fair partnership and shared decision making by consensus.

20. COAG Parties will be represented by one Minister from each jurisdiction with responsibility in policy areas fundamental to Closing the Gap. Ministers will be chosen by their respective governments.

21. The Coalition of Peaks will nominate twelve representatives to the Joint Council. These representatives will have broad geographic and subject matter coverage.

22. The Joint Council will have Co-Chairs, one Aboriginal and Torres Strait Islander Peak representative agreed by the Coalition of Peaks, and one Ministerial representative agreed by the COAG Parties.

23. The Joint Council will convene for the period of the duration of the Partnership Agreement and will meet at least two times per year, with times and places agreed by the Co-Chairs.
24. Decisions arising from the Joint Council will be made public through a jointly agreed communique.
25. The Terms of Reference for the Joint Council will be agreed by the Joint Council.

### **REVIEW OF THE NATIONAL INDIGENOUS REFORM AGREEMENT**

26. The review of the National Indigenous Reform Agreement will commence immediately after this Agreement comes into effect, with the scope and way in which it will be undertaken to be agreed by the Parties.
27. The terms of reference for the review will include consideration of national legislation being developed to give effect to this Partnership Agreement and the agreed framework, targets and implementation arrangements for the next phase of Closing the Gap.

### **THREE YEARLY INDIGENOUS LED EVALUATION OF CLOSING THE GAP**

28. COAG agreed to an Aboriginal and Torres Strait Islander led three yearly comprehensive evaluation of Closing the Gap.
29. The Joint Council will develop and agree the methodology and terms of reference for the review following consideration of a proposal from the Coalition of Peaks.

### **SUPPORT FOR ABORIGINAL AND TORRES STRAIT ISLANDER PARTNERSHIP PARTICIPATION**

30. The Parties acknowledge the Coalition of Peaks need to be provided with adequate and ongoing financial support to enable them to engage and negotiate as equal partners within the formal Partnership Agreement, and this will be separate to their current funding as this is a new activity not covered by existing funding sources.
31. The Coalition of Peaks will submit a single three yearly budget proposal to the Commonwealth for consideration. The first budget proposal will be submitted immediately when the Partnership Agreement comes in to effect. The budget proposal will cover the costs of the Coalition of Peaks participating in this Partnership Agreement and the Joint Council including policy and administration secretariat support, and travel costs.

## **PARTNERSHIP GOVERNANCE**

32. The Parties recognise this partnership will evolve and mature over the life of the Partnership Agreement. To support continual improvements to the partnership, formal reviews of the Partnership Agreement will be undertaken at years three, six and nine with terms of the review to be agreed by the Parties.
33. A Partnership Agreement Health Check will be held annually against success indicators set by the Parties.
34. A Risk Register for the Partnership Agreement will be jointly developed, and reviewed at the annual Partnership Agreement Health Check.
35. Each Party will report publicly each year on its Closing the Gap strategy, including on the Partnership Agreement. The Prime Minister will make an annual statement to the Commonwealth Parliament. There will be at least an annual discussion at COAG on Closing the Gap with outcomes included in a COAG communique.
36. The Parties will endeavour in the spirit of co-operation, good faith, and mutual trust to resolve any difficulties or misunderstandings with respect to the Partnership Agreement.
37. The Partnership Agreement may be amended at any time by agreement in writing by all the Parties.
38. A Party to the Partnership Agreement may terminate their participation in the Agreement at any time by notifying all the other Parties in writing.

## **PARTNERSHIP STATUS**

39. The Parties do not intend any of the provisions of this Partnership Agreement to be legally enforceable. However, this does not lessen the Parties' commitment to this Agreement. All Parties are committed to fully implementing the Partnership Agreement in a transparent, consultative and accountable manner.
40. The Parties agree that upon signing, this Partnership Agreement will be published on the websites of the Parties, including any changes, and remain there until the Partnership Agreement comes to an end.
41. At the first COAG meeting following the execution of the Partnership Agreement, COAG will ratify the Partnership Agreement and record this in its communique.
42. COAG will note any changes to the Partnership Agreement in its first communique following the change, including modification of responsibilities or withdrawal of any Party.





*Signed for and on behalf of the Coalition of Peaks*

**Patricia Turner AM**  
Convener Coalition of Aboriginal and Torres Strait Islander  
Peak Organisations

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

**The Honourable Steven Marshall MP**  
Premier of the State of South Australia

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

**The Honourable Mark McGowan MLA**  
Premier of the State of Western Australia

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

**The Honourable Anastacia Palaszczuk MP**  
Premier of the State of Queensland

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

**The Honourable Michael Gunner MLA**  
Chief Minister of the Northern Territory of Australia

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

**The Honourable Scott Morrison MP**  
Prime Minister of the Commonwealth of Australia

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

**The Honourable Will Hodgman MP**  
Premier of the State of Tasmania

*Signed for and on behalf of the  
State of New South Wales by*

**The Honourable Gladys Berejiklian MP**  
Premier of the State of New South Wales

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

**The Honourable Daniel Andrews MP**  
Premier of the State of Victoria

*Signed for and on behalf of the Australian Local  
Government Association by*

**Mayor David O'Loughlin**  
President of the Australian Local Government Association

*Signed for and on behalf of the  
Australian Capital Territory by*

**Andrew Barr MLA**  
Chief Minister of the Australian Capital Territory

## Schedule A

### **COALITION OF ABORIGINAL AND TORRES STRAIT ISLANDER PEAKS MEMBERSHIP AT TIME OF SIGNING**

#### **National Members**

Congress of Aboriginal and Torres Strait Islander Nurses and Midwives

First Nations Media Australia

First Peoples Disability Network

Indigenous Allied Health Australia

Lowitja Institute

National Congress of Australia's First Peoples

National Aboriginal and Torres Strait Islander Health Worker Association

National Aboriginal and Torres Strait Islander Legal Services

National Aboriginal Community Controlled Health Organisation

National Family Violence Prevention Legal Services Forum

National Native Title Council

SNAICC – National Voice for Our Children

The Healing Foundation

Australian Indigenous Doctors' Association

## **State and Territory Members**

### New South Wales Coalition of Aboriginal Peaks (CAPO):

- NSW Aboriginal Land Council
- NSW/ACT Aboriginal Legal Services
- Link Up NSW
- NSW Aboriginal Education Consultative Group\*
- NSW Aboriginal Health and Medical Research Council
- NSW Aboriginal Child, Family and Community Care State Secretariat
- First Peoples Disability Network

### Victorian Aboriginal Executive Council:

- Victorian Aborigines Advancement League
- Koori Youth Council
- Victorian Aboriginal Education Association Incorporated
- Victorian Aboriginal Legal Service
- Victorian Aboriginal Child Care Agency
- Djirra
- Federation of Victorian Traditional Owner Corporations (FVTOC)
- Victorian Aboriginal Housing Board
- Victorian Aboriginal Health Service
- Victorian Aboriginal Community Controlled Health Organisation
- Victorian Aboriginal Community Services Association Ltd

### Queensland Coalition of Peaks being established including:

- Aboriginal & Torres Strait Islander Legal Service (Qld) Ltd
- Queensland Aboriginal and Torres Strait Islander Child Protection Peak Limited

### Western Australia:

- Aboriginal Health Council of Western Australia

### South Australia:

- Aboriginal Legal Rights Movement Incorporated, consulting with a policy group of Aboriginal Community Controlled Organisations in South Australia

### Tasmania:

- Tasmanian Aboriginal Centre

### Australian Capital Territory:

- ACT Aboriginal and Torres Strait Islander Elected Body

### Northern Territory Aboriginal Peak Organisations:

- Aboriginal Medical Services Alliance NT
- Central Land Council
- Northern Land Council

\* Also provides a national perspective pending the formation of a national peak for Indigenous education.