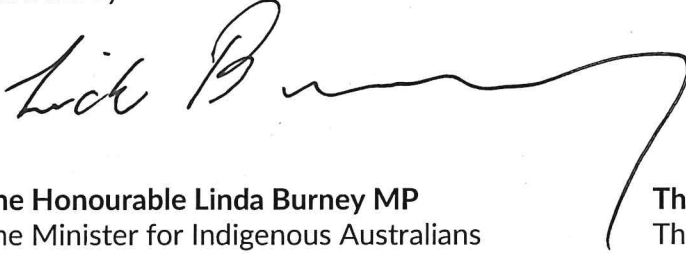


The Parties have confirmed their commitment to this Agreement as follows:

Signed for and on behalf of the Commonwealth of
Australia by



The Honourable Linda Burney MP
The Minister for Indigenous Australians

Signed for and on behalf of the Northern Territory by



The Honourable Selena Uibo MLA
The Minister for Remote Housing and Homelands

Signed for and on behalf of Aboriginal Housing
Northern Territory by



Mr Alan Mole
Chair

Signed for and on behalf of Anindilyakwa Land
Council by



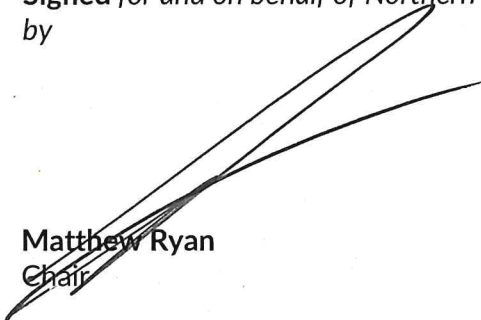
Cherelle Wurrawilya
Chair

Signed for and on behalf of Central Land Council by



Matthew Palmer
Chair

Signed for and on behalf of Northern Land Council
by



Matthew Ryan
Chair

Signed for and on behalf of Tiwi Land Council by



Leslie Tungatalum
Chair

1 Preamble

Acknowledgement and Recognition of Prior Connection

- 1.1 The Parties to this Partnership Agreement (**the Agreement**) begin by acknowledging the Traditional Owners of the lands and waters of the Northern Territory and pay respects to all Aboriginal people and Elders past, present and emerging.
- 1.2 The Parties acknowledge the strength, knowledge, expertise and achievements of Aboriginal people in sustaining the world's oldest living culture, and their continuing connection to lands and waters. Aboriginal people and their cultures have prevailed and endured despite too many experiencing entrenched disadvantage, political exclusion, intergenerational trauma and ongoing institutional racism.
- 1.3 The Parties recognise the profound importance of country and connection to ancestral lands as the basis for social and cultural wellbeing for Aboriginal people. The Parties have a responsibility to support and strengthen this connection by ensuring that the whole life cycle of Aboriginal housing is Aboriginal-led.

Commitment to Investment

- 1.4 On 12 March 2024 the Prime Minister and Chief Minister of the Northern Territory announced a new remote housing and homelands investment in the Northern Territory.
- 1.5 The Commonwealth and Northern Territory governments have committed to a joint \$4 billion investment over 10 years for housing in remote communities across the Northern Territory and \$240 million over three years for housing improvements and essential infrastructure upgrades in Northern Territory homelands.
- 1.6 The Prime Minister and Chief Minister announced the establishment of a partnership agreement with representatives of Aboriginal Housing Northern Territory (**AHNT**) and the four Northern Territory land councils to implement this unprecedented investment.

Support for Aboriginal Self-Determination

- 1.7 Through this Agreement, the Parties commit to work towards restoring the principle of self-determination in Aboriginal communities and across the remote housing system by working collaboratively and transforming the way governments provide housing services to Aboriginal communities, town camps and homelands.
- 1.8 Aboriginal people will be empowered to lead and participate in key decisions affecting the design, delivery, monitoring and review of the remote housing system.
- 1.9 The Parties are committed to sharing stewardship of, and responsibility for, the remote housing system.
 - a. The Parties agree to collaborate and participate in shared decision-making under this Agreement as fully-informed and equal partners that are accountable, representative, and transparent.

- b. This Agreement will empower Aboriginal people and build the capacity of Aboriginal community-controlled organisations to share decision-making and support self-determination in the remote housing system.
 - c. The Parties recognise that power must be meaningfully shared to achieve and sustain self-determination across the remote housing system.
- 1.10 The Parties recognise that the Land Councils and AHNT act, respectively, as representatives for Aboriginal communities and homelands, and the Aboriginal community-controlled housing sector in the Northern Territory.
- 1.11 This Agreement will also support the long-term growth of strong and sustainable local Aboriginal community-controlled organisations to be actively engaged in the planning, delivery and management of high-quality services to meet the needs of remote Aboriginal Territorians. Resourcing will be provided to ensure the sustainable and successful return of high quality housing and homelands services to local Aboriginal community control, where desired by communities.

National Agreement on Closing the Gap

- 1.12 The Parties are dedicated to fulfilling the commitments of the National Agreement on Closing the Gap (**the National Agreement**), that aims to “*overcome the entrenched inequality faced by too many Aboriginal and Torres Strait Islander people so that their life outcomes are equal to all Australians*”.
- 1.13 Accordingly, this Agreement is also informed by the National Agreement, particularly the four priority reforms that form its foundation. The four priority reforms are:

Priority Reform 1: Aboriginal and Torres Strait Islander people are empowered to share decision-making authority with governments to accelerate policy and place-based progress on Closing the Gap through formal partnership arrangements.

Priority Reform 2: There is a strong and sustainable Aboriginal and Torres Strait Islander community-controlled sector delivering high quality services to meet the needs of Aboriginal and Torres Strait Islander people across the country.

Priority Reform 3: Governments, their organisations and their institutions are accountable for Closing the Gap and are culturally safe and responsive to the needs of Aboriginal and Torres Strait Islander people, including through the services they fund.

Priority Reform 4: Aboriginal and Torres Strait Islander people have access to, and the capability to use, locally-relevant data and information to set and monitor the implementation of efforts to close the gap, their priorities and drive their own development.

- 1.14 Principally, this Agreement arises from:
- a. **Priority Reform 1** which requires that decisions on policies and programs that have a significant impact on Aboriginal people will be shared between governments and community-controlled representatives, particularly through formal agreement making; and

- b. **Priority Reform 2** which requires the establishment of a strong and sustainable Aboriginal community-controlled housing sector.
- 1.15 The significant investment by the Commonwealth and Northern Territory governments in remote housing is one of the ways governments have committed to supporting the priority reforms, Aboriginal self-determination and the achievement of the socio-economic targets under the National Agreement.
- 1.16 In accordance with Clause 33 of the National Agreement the Parties recognise that funding will be provided to support Aboriginal parties to be partners with governments in relation to this Agreement. The Parties acknowledge that to support the Aboriginal parties' contributions to the work of this Agreement:
- a. Land Councils should seek funding through the annual budget process administered by NIAA;
 - b. as the jurisdictional peak for remote Aboriginal housing, additional funding for AHNT should be sought through the Northern Territory Government's annual budget process. Project specific funding for AHNT will also be considered by the Commonwealth Government; and
 - c. the Commonwealth and Northern Territory governments commit to considering any funding requests made by Aboriginal parties in good faith.
- 1.17 The Agreement will work toward the achievement of socio-economic Outcome 9 under the National Agreement. Outcome 9 recognises the importance of housing to improve the health and wellbeing of people living in overcrowded conditions.

Socio-economic Outcome 9: Aboriginal and Torres Strait Islander people secure appropriate, affordable housing that is aligned with their priorities and need

Target 9a: By 2031, the proportion of Aboriginal and Torres Strait Islander people living in appropriately sized (not overcrowded) housing increases to 88%.

Target 9b: By 2031, all Aboriginal and Torres Strait Islander households:

- i. within discrete Aboriginal or Torres Strait Islander communities receive essential services that meet or exceed the relevant jurisdictional standard;
- ii. in or near to a town receive essential services that meet or exceed the same standard as applies generally within the town (including if the household might be classified for other purposes as a part of a discrete settlement such as a "town camp" or "town based reserve").

Essential services include: power, water, wastewater and solid waste management only.

- 1.18 This Agreement sets out the principles and objectives that will inform implementation of the funding agreements at clause 3.2, to work towards achieving outcomes relating to Target 9a through the supply and maintenance of appropriate remote housing.

- 1.19 The principles and objectives in this Agreement will also inform the work to deliver essential services infrastructure where it relates to the remote housing system. This will be in ensuring that homes have appropriate power, water, wastewater and solid waste management in line with Target 9b. The broader responsibility for achieving the full extent of outcomes under Target 9b extends beyond the scope of this Agreement.
- 1.20 The responsibilities and commitments relating to the priority reforms and socio-economic outcomes are outlined in **Section 7: Implementing Closing the Gap** of this Agreement.

Commitment to Shared Decision-Making

- 1.21 This Agreement establishes structures to empower Aboriginal people in the Northern Territory to share decision-making authority with the Commonwealth and Northern Territory governments with respect to the implementation of investments in the remote housing system. The National Agreement's strong partnership elements provide the foundation to undertake this work.
- 1.22 The Parties acknowledge the role of AHNT as the Aboriginal housing peak body to consult with and represent Aboriginal community-controlled organisations which provide housing and homelands services in the Northern Territory.
- 1.23 The Parties also acknowledge the central role the Land Councils will play in implementing this Agreement. It is the Land Councils' statutory responsibility to consult with Traditional Owners and Aboriginal communities about matters affecting their land, to seek their views, to ensure their understanding, to protect their interests and, where forthcoming, to act upon their consent.

2 Objectives of the Agreement

- 2.1 The objectives of this Agreement are to:
- a. provide a flexible partnership framework for joint design, planning, decision-making, implementation, monitoring, evaluation, reporting and accountability of the remote housing system consistent with the strong partnership elements described in the National Agreement;
 - b. halve overcrowding through the delivery of new housing and improve existing housing in the remote housing system over 10 years;
 - c. achieve better housing outcomes for homeland residents;
 - d. improve the standard of housing, essential services (such as power, water, wastewater and solid waste management), and the delivery and management of these services in the remote housing system;
 - e. build sustainable housing that is designed to meet the challenges of climate change and is culturally appropriate;
 - f. build a system of housing delivery that is based upon the principle of Aboriginal self-determination beginning with their full involvement, engagement and autonomy in the development and implementation of policies and programs;

- g. build capacity in Aboriginal organisations such that they have the data and information to determine how and when they may wish to transition elements of the current remote housing system to a community controlled model;
- h. support the development and implementation of training and accreditation for Aboriginal people to work in the construction and management of housing and essential services infrastructure; and
- i. support the development of the Aboriginal owned housing construction sector.

3 Scope

- 3.1 The scope of this Agreement is the remote housing system. For the purposes of this Agreement, the remote housing system refers to housing and housing related infrastructure and services in remote communities, select community living areas and homelands in the Northern Territory.
- 3.2 This Agreement supports, but is not limited to, the following funding agreements which will comprise schedules 1 and 2 once executed:
 - a. Ten-Year Northern Territory Remote Housing Agreement 2024-34, which is to fund new housing, essential services infrastructure, and repairs and maintenance in remote communities and select community living areas.
 - b. Restoring Funding for Northern Territory Homelands Agreement 2024-27, which is to continue funding for urgent repairs and maintenance in homelands, while a long-term policy position is developed as described in Clause 7.5iv of this agreement.

4 Parties

- 4.1 This Agreement is between **(the Parties)**:
 - a. the Government parties comprising of:
 - i. the Commonwealth Government; and
 - ii. the Northern Territory Government;
 - b. the Northern Territory Land Councils **(the Land Councils)** comprising of:
 - i. Anindilyakwa Land Council;
 - ii. Central Land Council;
 - iii. Northern Land Council; and
 - iv. Tiwi Land Council; and
 - c. Aboriginal Housing Northern Territory.

5 Term of the Agreement

- 5.1 Following execution, this Agreement will take effect from 1 July 2024 and will expire after a 10 year period on 30 June 2034.

6 Governance

- 6.1 The Northern Territory Minister for Remote Housing and Homelands and the Commonwealth Minister for Indigenous Australians and their respective agencies will be responsible for the implementation of this Agreement in accordance with the Commonwealth and Northern Territory Administrative Arrangements Orders.
- 6.2 The Parties agree to govern, implement, monitor and evaluate the Agreement through the Joint Steering Committee for Remote Housing Northern Territory (**JSC-RHNT**).
- 6.3 The Commonwealth and Northern Territory governments agree to advise the JSC-RHNT of any changes to the Administrative Arrangements Orders which could impact this Agreement following publication of the amended Orders.
- 6.4 The JSC-RHNT will be accountable to the Northern Territory governing body responsible for the implementation of the National Agreement.
- 6.5 Future references in this Agreement will refer to the governing body as the Northern Territory Executive Council on Aboriginal Affairs (**NTECAA**).
- 6.6 The Parties acknowledge that the role and responsibilities, membership, and administration of the JSC-RHNT is governed by the JSC-RHNT Terms of Reference as agreed by the JSC-RHNT and published.
- 6.7 The Parties agree that the JSC-RHNT is not limited by the scope of this Agreement and that the JSC-RHNT may consider any matters relevant to housing, supporting infrastructure, or essential services in the remote housing system at the request of the Parties.

7 Implementing Closing the Gap

Priority Reform 1: Formal Partnership and Shared Decision-Making

- 7.1 To give effect to **Priority Reform 1** under the National Agreement, the Parties agree to:
- a. support shared strategic planning of the system under the Agreement and its goals through the JSC-RHNT;
 - b. share decision-making in the development of policy that applies throughout the system;
 - c. be transparent and share decision-making regarding the allocation of investment and priorities for funding over the length of the Agreement;
 - d. share decision-making with communities about the master planning of their communities and the design and delivery of housing and infrastructure; and
 - e. share determination of the pace and process of transition to an Aboriginal controlled remote housing system.

Priority Reform 2: Building the Community Controlled Sector

- 7.2 To give effect to **Priority Reform 2** under the National Agreement, the Parties agree to:

- a. maintain an effective peak body for the Aboriginal community-controlled housing sector in the Northern Territory governed by a majority Aboriginal board with strong governance, policy development and influencing capacity, by:
 - i. providing funding for AHNT for the duration of the Agreement in accordance with the process outlined in clause 1.16; and
 - ii. recognising the longer-term funding needs of AHNT and the importance of sustained investment in the Aboriginal housing peak for the Northern Territory;
- b. develop a Strategic Plan within the first year of this Agreement that sets out a plan for the transition of the housing sector to Aboriginal community-control, which includes an Aboriginal community housing sector model and budget for implementation;
- c. include in the Strategic Plan a new model to build a long-term Aboriginal community-controlled workforce and to support industry development, ensuring alignment with the Aboriginal and Torres Strait Islander Housing Sector Strengthening Plan;
- d. provide appropriate, accessible and affordable training and employment programs for Aboriginal people working in the community housing sector and support the development and implementation of training and accreditation for Aboriginal people to work in the construction and management of housing and essential service infrastructure;
- e. provide appropriate and targeted support for Aboriginal Business Enterprises to engage in the construction and maintenance of remote housing;
- f. provide appropriate, adequate and targeted support for Aboriginal community-controlled organisations to provide tenancy and asset management services across the remote housing sector;
- g. establish robust transitional pathways for Aboriginal community-controlled organisations to deliver a fully devolved community housing model where they have the interest and capability, and the community has expressed support, to do so;
- h. support legal pathways for Aboriginal community-controlled organisations to enter agreements for the delivery of housing and infrastructure services on Aboriginal land; and
- i. support interested Aboriginal community-controlled organisations to develop and demonstrate strong governance arrangements, and to achieve best practice through regulatory frameworks, including community housing registration and CAL accreditation.

Priority Reform 3: Transforming Government Organisations

- 7.3 To give effect to **Priority Reform 3** under the National Agreement, the Parties agree to:
- a. work in good faith to implement the commitments of this Agreement;
 - b. be transparent and accountable on the progress to implement this Agreement, to the fullest extent possible, including identifying the responsibilities of officers and agencies;
 - c. be guided by the strong partnership elements under Clause 32 of the National Agreement;

- d. challenge unconscious biases that result in decisions based on stereotypes and identify and eliminate systemic racism in government agencies and contracted service providers that directly or indirectly discriminate against Aboriginal Territorians;
- e. develop and implement a Cultural Security Framework to support the implementation of this Agreement;
- f. commission a review of the cultural awareness and responsiveness of the current remote housing system and implement appropriate reforms that will ensure a more culturally responsive system, with reforms implemented by 30 June 2026;
- g. undertake policy research and design work necessary to identify the elements required to facilitate an Aboriginal controlled governance body for the remote housing system; and
- h. commit to partnering with Aboriginal communities to assist in the transition of government services and programs to community control, where desired by communities, over ten years.

Priority Reform 4: Shared Access to Data and Information at a Regional Level

7.4 To give effect to **Priority Reform 4** under the National Agreement, the Parties agree to:

- a. collect, handle and report disaggregated data to the JSC-RHNT in an accessible and timely way to inform shared decision-making. Reporting to include the data indicators outlined in the JSC-RHNT Monitoring and Evaluation Framework;
- b. develop additional agreed measures to monitor progress towards achieving the objectives and outcomes of this Agreement;
- c. provide data to all parties at the same time with sufficient time to support decision-making of the JSC-RHNT;
- d. prioritise data development programs for data that has been jointly agreed by the JSC-RHNT but is not currently capable of being captured or shared;
- e. provide Aboriginal communities and organisations with access to the same data and information they use to make decisions, subject to meeting privacy requirements, and ensuring data security and integrity;
- f. support Aboriginal communities and organisations to build capability and expertise in collecting, using and interpreting data to support self-determination;
- g. commit to jointly agree, develop and share data and information that supports all parties to make informed decisions; and
- h. commit to Aboriginal data sovereignty within the scope of this Agreement.

Socio-economic Outcome 9: Aboriginal and Torres Strait Islander people secure appropriate, affordable housing that is aligned with their priorities and need

7.5 To give effect to **Target 9a** under the National Agreement, the Parties agree to:

- a. Build up to 2700 new homes over 10 years

- i. The Agreement will contribute directly to achieving Target 9a in the Northern Territory by reducing the current unacceptably high levels of overcrowding and increasing the proportion of Aboriginal people in remote communities living in appropriately sized (not overcrowded) housing.
 - ii. Under the Agreement, up to 270 new homes will be built per annum in remote communities with a cumulative 10 year total of up to 2700 new homes.
 - iii. The goal of the Agreement is that by 2034, overcrowding in remote communities will be halved, leaving further work required to reach the national target of 88% of remote dwellings not overcrowded.
- b. Improve Remote Property and Tenancy Management
- i. The liveability of remote community homes will be enhanced through increased annual investment in remote property and tenancy management services, leading to better health outcomes for tenants.
 - ii. Implementation of an expanded Remote Property Management program comprising preventive, cyclical and responsive repairs and maintenance that will improve the condition and function of existing homes.
 - iii. Delivery of culturally sensitive tenancy management services and tenancy support programs that empower tenants to achieve the best outcomes from their homes.
- c. Invest in Homelands
- i. Under the Agreement, additional investment of \$40 million per annum will be provided by the Commonwealth Government over three years (\$120 million total) to continue the program of investment for urgent repairs and maintenance to housing and infrastructure across Northern Territory homelands through the Homelands Housing and Infrastructure Program (HHIP).
 - ii. The HHIP will be informed by investment priorities identified under regional work plans. The regional work plans will be agreed with the Land Councils and AHNT, and identify needs, issues and priorities regarding housing, municipal and essential infrastructure for homelands in each region.
 - iii. The Commonwealth Government's investment will match the Northern Territory Government's continuing investment of \$40 million per annum for three years to the Northern Territory Homelands Program. The Homelands Program provides grant funding to service providers for the repairs and maintenance and operational costs of housing, municipal and essential services in homelands identified as permanently occupied.
 - iv. The Parties commit to working together through the JSC-RHNT to develop a long-term policy position for homelands within the first two years of this Agreement, including in relation to new and replacement homes.

- v. The Commonwealth and Northern Territory governments agree to review the current funding arrangements for homelands in two years and to take into consideration the JSC-RHNT policy position on homelands.

8 Amendment

- 8.1 This Agreement may be varied in writing by agreement signed by all the Parties.
- 8.2 The JSC-RHNT will notify the NTECAA of a significant amendment made to the Agreement under clause 8.1.

9 Implementation Plan

- 9.1 The Parties agree to develop an Implementation Plan within the first year of the Agreement that sets out the strategy for delivering on outputs to be made under this Agreement, including agreed performance indicators and milestones.
- 9.2 The Implementation Plan will be fully aligned with this Agreement and will state that its purpose is to implement the Agreement.
- 9.3 The Implementation Plan will include the delivery of the commitments identified in the Strategic Plan and will be reviewed by the JSC-RHNT each year.
- 9.4 A communications and engagement strategy will be developed and agreed by the JSC-RHNT for the purpose of implementing this Agreement and the Parties agree that it is important for Aboriginal people to know that the new way of working is being implemented and can monitor its progress.

10 Review

- 10.1 The parties will commission a Partnership Health Check 12 months following commencement of the Agreement, and at each 12 month anniversary following, to assess the quality of the partnership against success indicators agreed by the JSC-RHNT, the Strategic Plan and Implementation Plan.
- 10.2 The findings of each Partnership Health Check will be presented in writing to the JSC-RHNT for consideration and will include any recommendations for the amendment of the Strategic Plan and Implementation Plan.
- 10.3 The JSC-RHNT will conduct a review
 - a. Shortly following the second anniversary of the commencement of the Agreement the JSC-RHNT will undertake a detailed review of the Agreement and the progress towards its stated aims and objectives.
 - b. A report will be prepared on the findings and recommendations of the review, for endorsement by the Parties.
- 10.4 The JSC-RHNT will commission an independent review and evaluation
 - a. On the fifth anniversary of the commencement of the Agreement an independent review will be conducted to assess the progress towards its stated aims and objectives.

- b. Before the final year of the Agreement, an independent evaluation will be finalised to assess the degree to which it has achieved its aims and objectives to date.
- c. The findings and recommendations of the reviews conducted under this section will be provided to the JSC-RHNT for endorsement and considered for publication.

11 Termination

11.1 Termination of participation in this Agreement

- a. A Party may elect to terminate their participation in the Agreement before the end of the term at clause 5, in writing, to the JSC-RHNT following best endeavours to first resolve any matters with other parties.
- b. Following receipt of written request to terminate at clause 11.1a, the JSC-RHNT may elect, by agreement, to terminate or amend the Term of the Agreement.

11.2 Notifying of Termination

- a. If the JSC-RHNT decides to terminate or amend the Term of the Agreement in accordance with clause 11.1b, it will report to NTECAA on the outcome.
- b. Termination or amendment to the Term of this Agreement does not impact on the role, responsibilities, or participation of the Parties in the JSC-RHNT.

11.3 Termination of the related funding agreements

- a. If the related funding agreements described in Clause 3.2 of this agreement are terminated in accordance with terms of that agreement, this Agreement will cease to have effect, from the date of its termination, to the extent it relates to the related funding agreements.
- b. The Parties acknowledge the enduring role of JSC-RHNT. The role and responsibilities, membership, or administration of the JSC-RHNT, or the commitment of the Parties to the National Agreement may continue despite termination of the funding agreements.

12 Dispute Resolution

- 12.1 In the spirit of cooperation, mutual respect and understanding, the Parties will raise any significant concerns, misunderstandings or disagreements with the relevant other party or parties in the first instance.
- 12.2 If a dispute or misunderstanding cannot be resolved between the Parties in accordance with Clause 12.1, one or more of the Parties may raise the issue with the JSC-RHNT.
- 12.3 If the JSC-RHNT-RHT is unable to resolve a dispute or misunderstanding it may escalate the issues to NTECAA for resolution.
- 12.4 If a dispute or misunderstanding cannot be resolved between the Parties in accordance with Clause 12.2 and 12.3, parties may escalate the issue to relevant Ministers.

13 Status of the Agreement

- 13.1 The Parties understand that the provisions of this Agreement are not legally enforceable. However, this does not lessen the Parties commitment to the Agreement and to implementing it to the fullest.
- 13.2 Any arrangements contemplated by this Agreement are agreed actions to be taken subject to all relevant approvals and consents, and available funding.

14 Publication of the Agreement

- 14.1 This Agreement will be published on the Closing the Gap website, the website of the Department of Chief Minister and Cabinet, and the websites of all Aboriginal parties and remain there for the life of the Agreement. The Parties agree to publish any subsequent changes to the Agreement on their websites.