



Partnership Agreement on Closing the Gap

between the South Australian Aboriginal
Community Controlled Organisation Network
and the South Australian Government

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Preamble

In March 2019, a formal Partnership Agreement on Closing the Gap (the Partnership) was established between the Commonwealth Government, State and Territory governments, the Coalition of Aboriginal and Torres Strait Islander Peak Organisations (the Coalition of Peaks) and the Australian Local Government Association.

For the first time, Australian governments shared decision making with Aboriginal and Torres Strait Islander peak representatives to develop a new National Agreement on Closing the Gap (the National Agreement).

In signing the National Agreement, the South Australian Government (SA Government) has committed to a fundamentally new way of developing and implementing policies and programs that impact on the lives of Aboriginal peoples, in partnership with Aboriginal peoples. This commitment acknowledges that when Aboriginal peoples have a genuine say in the design and delivery of services that affect them, better life outcomes are achieved.

South Australia's first Implementation Plan for the National Agreement on Closing the Gap (Implementation Plan) was developed in partnership between the South Australian Aboriginal Community Controlled Organisation Network (SAACCON) and SA Government and has a strong focus on the National Agreement's four priority reform areas.

This Partnership Agreement expresses the agreed arrangements for a formal partnership between SAACCON and SA Government for implementation of the National Agreement, as well as ensuring that crucial monitoring and reporting requirements are met.

The Partnership Agreement is predicated upon culturally safe and responsive agreement making, aligned to the intent of the Partnership, the National Agreement, and the foundational principles of the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) which provide for:

- self-determination
- participation in decision-making
- free prior and informed consent and good faith
- respect for and protection of culture
- equality and non-discrimination.

Partnership Parties

1. The Partnership Agreement on Closing the Gap in South Australia (Partnership Agreement) is between SAACCON and SA Government (the Parties).
2. SAACCON and its members:
 - a) are State-wide and local non-government Aboriginal Peak bodies and Aboriginal Community Controlled Organisations with responsibility for policies, programs and services related to Closing the Gap.
 - b) have their governing boards elected by Aboriginal communities and / or organisations which are accountable to that membership
 - c) support the vision for a genuine partnership between Aboriginal peoples and SA Government in developing and implementing the National Agreement.
3. The members of SAACCON at the time of signing are shown at Schedule A. Additional members may join SAACCON if they meet the agreed criteria at Clause 2.
4. SAACCON are representative of Aboriginal peoples' interests in Closing the Gap as they are directly involved in the delivery and monitoring of services to their communities.
5. SA Government agencies and statutory authorities with responsibility for policies, programs and services related to Closing the Gap are shown at Schedule B.
6. The Attorney-General's Department, is responsible for coordination of the implementation of the National Agreement on behalf of SA Government
7. The Attorney-General's Department (AGD) is the SA Government's representative for the purpose of the Partnership Agreement.

Partnership Scope

8. SAACCON and SA Government are partners and signatories to South Australia's Implementation Plan for the National Agreement.
9. The Partnership Agreement takes effect on the signature of both parties and will be in place until 30 June 2025 to ensure the equal participation and shared decision making by Aboriginal peoples, represented by SAACCON, and SA Government with regard to the implementation of the National Agreement in South Australia.
10. The Partnership Agreement gives effect to Clause 32 of the National Agreement.
11. The Partnership Agreement is intended to be a living document, which will be updated to reflect shared priorities, progress and feedback from Aboriginal peoples over its lifetime.

Partnership Objectives

12. The objectives of the Partnership Agreement are to:
 - a) enhance outcomes for Aboriginal peoples as a result of the implementation of the National Agreement in South Australia by ensuring their full involvement in its implementation
 - b) share ownership of, and responsibility for, the ongoing implementation of the National Agreement in South Australia and monitoring of efforts to close the gap in outcomes between Aboriginal and non-Indigenous South Australians in line with each Party's responsibilities
 - c) advance Aboriginal involvement, engagement and autonomy through equitable participation, shared authority and decision making in relation to implementation of the National Agreement in South Australia.

Partnership Principles

13. The Partnership Agreement is informed and guided by the National Agreement.
14. SAACCON and SA Government collaborate and participate in shared decision-making as fully informed equal partners, acting in good faith.
15. The Partnership Agreement and its application are aligned to the foundational principles of the UN Declaration on the Rights of Indigenous Peoples. These are:
 - a) self-determination
 - b) participation in decision-making
 - c) free prior and informed consent and good faith
 - d) respect for and protection of culture
 - e) equality and non-discrimination.
16. The Parties recognise SAACCON as the body representing its membership of South Australian Aboriginal Community-controlled organisations and acknowledge members of SAACCON are representative of Aboriginal peoples' interests in Closing the Gap as they are accountable to, and directly involved in the delivery and monitoring of services to their communities across South Australia.
17. SAACCON members' and organisations' cultural authority, sector expertise and lived experience is recognised, respected and relied upon.
18. The Parties commit to open and transparent negotiation and shared decision making on matters relating to the implementation of the National Agreement and this Partnership Agreement. The Parties collaborate and participate in shared decision-making as fully informed equal partners and act in good faith. Shared decision-making is:

- a) by consensus, where the voices of Aboriginal parties hold as much weight as the governments
 - b) transparent, where matters for decision are in terms that are easily understood by all parties and where there is enough information and time to understand the implications of the decision
 - c) where Aboriginal representatives can speak without fear of reprisals or repercussions
 - d) where a wide variety of groups of Aboriginal peoples, including women, young people, elders, and Aboriginal peoples with a disability can have their voice heard
 - e) where self-determination is supported, and Aboriginal lived experience is understood and respected
 - f) where relevant funding for programs and services aligns with jointly agreed community priorities, noting governments retain responsibility for funding decisions
 - g) where partnership parties have access to the same data and information, in an easily accessible format, on which any decisions are made (subject to parties' privacy principles and intellectual property rights).
19. 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.
 20. SAACCON and SA Government recognise community-controlled organisations are an act of self-determination where Aboriginal people deliver services to their communities based on community needs, cultures and relationship to land.
 21. The Partnership will prioritise Aboriginal-led service delivery and support ACCOs to build capacity.
 22. 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 SAACCON's equal participation in the Partnership Agreement.
 23. Decisions made under the Partnership Agreement will be evidence-based and underpinned by the transparent sharing of data.
 24. SAACCON and SA Government have a shared understanding of expectations and an agreed dispute resolution mechanism is in place.

Partnership Responsibilities

25. The Parties fulfill their responsibilities as equal partners and signatories to South Australia's Implementation Plan for the National Agreement, including monitoring and reporting requirements.
26. SAACCON brings together the voices, expertise and experiences of South Australia's Aboriginal community-controlled organisations to improve the life outcomes of Aboriginal peoples by:
 - a) sharing decisions with governments on policies and programs impacting Aboriginal peoples
 - b) protecting and promoting the status and rights of Aboriginal peoples as the First Peoples of Australia, with distinct cultures and languages, as part of Closing the Gap
 - c) ensuring the shared decisions with governments are informed by the needs and experiences of Aboriginal communities, community-controlled organisations and peoples
 - d) driving increased accountability of all governments for the commitments in the National Agreement on Closing the Gap.
27. The Parties represent South Australia and its Aboriginal Community-Controlled Organisations and fulfill their responsibilities as signatories to the National Agreement, including:
 - a) supporting national leadership, coordination and cooperation on Closing the Gap as members of the Joint Council on Closing the Gap (Joint Council) and the Partnership Working Group (PWG)
 - b) contributing to the actions included in the Joint Council's work plans, including coordinating input from SA Government and SAACCON members as required
28. The Parties are jointly responsible for agreeing the design, priorities, implementation principles, oversight, monitoring and review of South Australia's implementation of the National Agreement and associated targets, as follows:
 - a) designing and authorising updates to South Australia's Implementation Plan for Closing the Gap, which cover the overarching policy, implementation principles, targets, cross cutting themes, community engagement and public accountability arrangements
 - b) monitoring progress against the National Agreement, and other jointly agreed, targets, indicators and action plans

- c) sharing quantitative and qualitative data, that will enable the implementation of the National Agreement, and any associated reviews, to be properly informed by evidence
 - d) developing a culturally responsive evaluation framework for Closing the Gap in South Australia and providing oversight of the evaluation of South Australia's implementation of the National Agreement
 - e) providing oversight and authorisation of the publication of Annual Reports on South Australia's implementation of the National Agreement.
29. The Parties work in partnership with the Commonwealth and local governments and other Aboriginal Community-Controlled Organisations (ACCOs) and Aboriginal communities to bring the activities and approaches outlined in the Implementation Plan to life.
30. SAACCON will work closely with SA Government to form respectful, meaningful and mutually beneficial partnerships within the Government's system and structure, including with relevant SA Government agencies and executive-level governance structures. This will extend to the implementation of strong capacity-building processes for the community-controlled sector, including measures to grow SAACCON's profile and membership.
31. The SA Government 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 SAACCON
 - b) continue to build their own capability to engage with Aboriginal peoples
 - c) implement Closing the Gap consistent with the principles of this Partnership Agreement, the national Partnership Agreement on Closing the Gap 2019-2029 and the National Agreement.
32. Prior to entering into the Partnership Agreement, SA Government will demonstrate that the Parties have provided free and prior informed consent (in accordance with the UN Declaration on the Rights of Indigenous Peoples use of that term).
33. Prior to entering into the Partnership Agreement, SAACCON will demonstrate how their governance arrangements are:
- a) participatory, transparent and accountable in nature
 - b) based on broad consensus
 - c) representative of the whole of the community including vulnerable cohorts such as women, young people, Elders, Aboriginal people identifying as LGBTQI+ and Aboriginal people living with a disability

- d) legitimate (culturally relevant and meaningful) in the community they represent.
34. SAACCON will perform the administrative functions and capacity-building measures required to represent its membership of South Australian Aboriginal Community Controlled organisations as a Party to the Partnership Agreement.

Partnership Governance

35. South Australia will establish a Closing the Gap Partnership Committee (Partnership Committee) to:
- a) develop and implement a shared work plan between SAACCON and SA Government
 - b) monitor progress against South Australia's Implementation Plan and the Partnership Agreement
 - c) monitor the implementation of the Priority Reforms by government agencies and escalate risks to embedding the Priority Reforms by reporting them to the SA Government's Senior Leadership Council and the Coalition of Peaks
 - d) consider the outcomes from the Productivity Commission and Aboriginal-led reviews within two months of their public release
 - e) consider all feedback from Joint Council within two months of receipt
 - f) consolidate and authorise Annual Reports on South Australia's implementation of the National Agreement prior to tabling in Parliament
 - g) develop a joint communication and engagement strategy, which will complement the national Joint Council communication strategy
 - h) engage with local government representatives and mechanisms, with a view to establishing and/or strengthening relationships and sharing expertise and knowledge (initial focus will be on the local government area participating in the Place-based Partnership)
 - i) work to ensure a shared understanding across SA Government of SAACCON's authority, expertise, lived experience and position as an equal partner
36. The Partnership Committee membership will include equal representation from SAACCON and SA Government to ensure a fair partnership and shared decision making by consensus.
37. The Partnership Committee will have Co-Chairs – Lead Convenor of SAACCON, and one SA Government representative agreed by the SA Government members of the Partnership Committee.

38. The Partnership Committee may permit representatives from SAACCON and AGD as observers and to provide secretariat support.
39. The Partnership Committee will convene for the period of the duration of the Partnership Agreement and will meet at least four times per year, with times and places agreed by the Co-Chairs.
40. The Terms of Reference for the Partnership Committee will be agreed by the members of the Partnership Committee.
41. The Partnership Committee and its operations will be self-assessed against the Strong Partnership Elements annually with a summary report to be included in the Annual Report.
42. A Risk Register for the Partnership Agreement will be jointly developed and reviewed at the annual Partnership Agreement Health Check.
43. The Parties will be open and transparent and will take a united position to national discussions / negotiations wherever possible. Where this is not possible, the Parties will openly share and respect the position and rationale of both Parties.
44. 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.

Support for Aboriginal Partnership Participation

45. SAACCON and SA Government recognise that adequate funding is needed to support Aboriginal parties to be partners with governments in formal partnerships. This includes agreed funding for Aboriginal parties to:
 - a) engage independent policy advice
 - b) meet independently of governments to determine their own policy positions
 - c) support strengthened governance between and across Aboriginal organisations and parties
 - d) engage with and seek advice from Aboriginal peoples from all relevant groups within affected communities
46. SA Government has committed to provide SAACCON with funds, for the purposes set out in Clause 45. A separate agreement committing these funds and governing their use is in place.

Partnership Status

47. 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.
48. 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.

Variations to the Partnership Agreement

49. The Partnership Agreement may be amended at any time by agreement in writing by both Parties.

Dispute resolution

50. Any Party may give written notice to the Minister for Aboriginal Affairs of a dispute under this Agreement provided they have already attempted to resolve the dispute themselves and failed to reach mutually satisfactory resolution of the dispute.
51. If a dispute cannot be resolved by the Minister for Aboriginal Affairs, the disputing parties may be referred to the Australian Mediation Association (AMA) or the Dispute Centre for mediation.
52. The parties may also mutually agree to resolve the dispute by attending the AMA or the Dispute Centre for mediation.

Termination of the Partnership Agreement

53. Subject to the exhaustion of clauses 50 - 52, a Party to the Partnership Agreement may terminate their participation in the Agreement at any time by notifying the other Party with a notice of termination in writing, three months in advance.

On behalf of South Australian Government



10/11/22

Caroline Meador

Date

Chief Executive

Attorney-General's Department

**South Australian Aboriginal Community Controlled
Organisation Network**

Executive Members



10/11/22

Mr Scott Wilson

Date

Lead Convenor

South Australian Aboriginal Community Controlled Organisation
Network



10/11/22

Ms Deb Bucksin

Date

Co-Convenor

South Australian Aboriginal Community Controlled Organisation
Network

Schedule A

South Australian Aboriginal Community Controlled Organisations Network membership at time of signing

Aboriginal Health Council of South Australia

Aboriginal Drug and Alcohol Council

Aboriginal Family Support Services

Aboriginal Legal Rights Movement

Aboriginal Sobriety Group

Family Violence Legal Services Aboriginal Corporation

First Nations of South Australia Aboriginal Corporation

Incompro

Kura Yerlo Incorporated

Kornar Winmil Yunti Aboriginal Corporation

Mobile Language Team

Narungga Nation Aboriginal Corporation

Ngarrindjeri Ruwe Empowered Communities

Ngaanyatjarra Pitjantjatjara Yankunytjatjara Women's Council

Nunga Mi:Minar Incorporated

Nunkuwarriin Yunti of South Australia

Nunyara Aboriginal Health Service

Pangula Mannamurna Aboriginal Corporation

Port Lincoln Aboriginal Health Service

South Australian Aboriginal Education Training Consultative Council

South Australian Native Title Services

South Australian Stolen Generations Aboriginal Corporation

Tauondi Aboriginal College

Schedule B

South Australian Government agencies and statutory authorities with responsibility for policies, programs and services related to Closing the Gap

Attorney-General's Department

Department for Child Protection

Department for Correctional Services

Department for Education

Department for Energy and Mining

Department for Environment and Water

Department for Health and Wellbeing

Department for Industry, Innovation and Science

Department for Infrastructure and Transport

Department of Human Services

Department of Primary Industries and Regions

Department of the Premier and Cabinet

Department of Treasury and Finance

Office of the Commissioner for Public Sector Employment

SA Housing Authority

SA Police

SA Water

