



Terms of Reference

SA Closing the Gap

South Australian Partnership Committee



Government
of South Australia



SAACCON
SOUTH AUSTRALIAN ABORIGINAL
COMMUNITY CONTROLLED
ORGANISATION NETWORK



CLOSING THE GAP



Document approval and control

Reference	Details
EDRMS Objective ID #	TBC
Version	2
Status	Draft to be approved by the SAPC 23 June 2026

Revision history

Revision version	Revision date	Summary of change	Author
1	18/04/2024	Agree the updated Terms of Reference	South Australian Partnership Committee
2	13/4/2026	<i>Attachment 2</i> – Partnership Committee membership updated. Listing professional titles only. Inclusion of Standing Invited Guests and Observers	AGD-AAR




1. Purpose

- 1.1 The South Australian Partnership Committee on Closing the Gap (Partnership Committee) is established pursuant to the Partnership Agreement on Closing the Gap between the South Australian Aboriginal Community Controlled Organisation Network (SAACCON) and SA Government (Partnership Agreement). The Partnership Committee will monitor progress against South Australia's Implementation Plan on Closing the Gap and the Partnership Agreement.
- 1.2 The Partnership Committee will be guided by, and demonstrate, the strong partnership elements in the National Agreement on Closing the Gap (National Agreement). Clause 32 of the National Agreement describes the elements of strong partnership and is included at *Attachment 1*.

2. Terms of Reference

2.1 The Committee will:

- a. convene for the period of the duration of the Partnership Agreement
- b. publish the Terms of Reference, including membership
- c. develop the Committee's agenda and papers with equal contribution and in accordance with the elements of strong partnership
- d. develop and implement a shared work plan between SAACCON and SA Government that is reviewed and updated at least annually
- e. monitor progress against South Australia's Implementation Plan and the Partnership Agreement
- f. 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 Committee and the Coalition of Peaks
- g. consider the outcomes from the Productivity Commission and Aboriginal-led reviews within two months of their public release
- h. consider all feedback from Joint Council on Closing the Gap (Joint Council) within two months of receipt
- i. consolidate and authorise Annual Reports on South Australia's implementation of the National Agreement prior to tabling in Parliament
- j. develop a joint communication and engagement strategy, which will complement the national Joint Council communication strategy
- k. 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)


- l. work to ensure a shared understanding across SA Government of SAACCON's authority, expertise, lived experience and position as an equal partner
- m. annually review the Partnership Agreement and self-assess the Partnership Committee and its operations against the Strong Partnership Elements annually with a summary report to be included in the Annual Report (annual Partnership Agreement Health Check)
- n. develop a risk register for the Partnership Agreement and review the risk register at the annual Partnership Agreement Health Check.

3. Membership

- 3.1 The Partnership Committee membership will include equal representation from SAACCON and SA Government to ensure a fair partnership.
- 3.2 Membership of the Partnership Committee are shown at *Attachment 2*
- 3.3 SAACCON members may send a proxy with the agreement of the SAACCON Co-Chair.
- 3.4 SA Government members of the Partnership Committee may send a proxy where a formal acting arrangement is in place, or someone with commensurate delegation or decision-making authority.
- 3.5 Where a proxy is attending, the secretariat should be advised as soon as possible.
- 3.6 In the event of an absence of a Co-Chair, members will nominate a proxy Co-Chair from existing membership.
- 3.7 In reference to Clause 3.6, SAACCON may choose to nominate the SAACCON Co-Convenor as a proxy Co-Chair irrespective of the Co-Convenor's status as a member of the Partnership Committee.


4. Meeting Conduct and Frequency

- 4.1 The Partnership Committee will meet at least 4 times per year, with times and places to be agreed by the Co-Chairs.
- 4.2 The Partnership Committee secretariat will prepare a schedule of meeting dates for the year following release of the Joint Council forward workplan.
- 4.3 Meetings will be held in person, with an option for members to attend online if needed.
- 4.4 Agenda items will be agreed between the Co-Chairs.

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- 4.5 The Partnership Committee may agree to progress items out-of-session.
 - 4.6 Meetings may be held where there is not equal representation of SAACCON and SA Government members, however decisions will be deferred until they can be made with the consensus of all members out-of-session.
 - 4.7 In the event of a decision(s) being deferred pursuant to Clause 4.6, matters for decision will be circulated to members within 7 days of the meeting date, and members will provide their decision within a further 7 days.
 - 4.8 The Partnership Committee may permit representatives from SAACCON and Attorney-General's Department to attend meetings as observers and to provide secretariat support.
 - 4.9 The Partnership Committee may invite guests to attend meetings as agreed between the members.

5. Decision-making and co-operation

- 5.1 The Partnership Committee will operate in accordance with the objectives and principles clauses of the Partnership Agreement (Clauses 12-18).
- 5.2 The members of the Partnership Committee will collaborate and participated in shared decision-making as fully informed equal partners, acting in good faith.
- 5.3 Shared decision-making is:
 - a. where all voices, being that of Aboriginal and Torres Strait Islander people and government representatives, are valued equally
 - b. transparent, where matters for decision are in terms that are easily understood by all members and where there is enough information and time to understand the implications of the decision
 - c. where all members can speak openly and frankly and have their voices heard without fear of reprisal or repercussions
 - d. where self-determination is recognised, and Aboriginal and Torres Strait Islander lived experience is understood and respected
 - e. where SAACCON members and government members equally participate in the discussion of, and agreement to, funding priorities, noting government retains responsibility for funding decisions
 - f. where members have access to the same data and information, in an easily accessible format, on which any decisions are made.
- 5.4 Decisions of the Partnership Committee will be made by consensus. Consensus decision-making requires equal participation and agreement on an outcome or course(s) of action. While consensus decision making does not require uniformity of actions by all parties, it does require agreement on the outcome of an item.

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- 5.5 Where a decision is not able to be made unanimously, the decision will be made by equal agreement between SAACCON and the SA Government members of at least six in total (being three SAACCON members and three government members), plus an additional member that represents either SAACCON or SA Government.
 - 5.6 Where decision-making cannot be achieved, the members will rely on the dispute resolution Clauses 50-52 in the Partnership Agreement at *Attachment 3*.
 - 5.7 Members will openly share and respect the position and rationale of both SAACCON and SA Government members. The members will be open and transparent and will, wherever possible, take a united position to national discussions/negotiations.
 - 5.8 The members will endeavour, in the spirit of co-operation, good faith, and mutual trust, to resolve any difficulties or misunderstanding with respect to the Partnership Agreement.

6. Secretariat support

- 6.1 The secretariat function will be jointly provided by the SAACCON Secretariat and Attorney-General's Department.
- 6.2 The secretariat will support the Partnership Committee by preparing meetings, organising, preparing and distributing papers, and keeping minutes of the meetings.
- 6.3 Papers will be distributed at least 7 days before each meeting.
- 6.4 Where extenuating circumstances impact the ability to provide papers 7 days in advance of meetings, late papers may be distributed as an exception.

7. Conflict of Interest

- 7.1 If a member of the Committee believes that a conflict of interest exists or would be perceived to exist in respect of any matter placed before the Committee, that member should declare the interest.
- 7.2 In the case of 7.1, the consensus of the membership may determine that the member should not take any part in the decision-making in respect of the matter in question.
- 7.3 Where it is determined that a member cannot take part in decision-making in accordance with clause 7.2, another member will abstain from decision-making to ensure equal representation of SAACCON members and SA Government members is maintained for the decision.

8. Confidentiality of Deliberations and Decisions

- 8.1 The Chatham House rule applies to the deliberations and discussions of the Partnership Committee to promote frank and fearless discussion. This does not



preclude members discussing or expressing an opinion on the agreed outcomes of a meeting.

- 8.2 When a meeting, or part thereof, is held under the Chatham House Rule, participants are free to use the information received, but neither the identity nor the affiliation of the speaker(s), nor that of any other participant, may be revealed.


Attachment 1

Strong Partnership Elements

Clause 32 of the National Agreement on Closing the Gap

32. The Parties agree that strong partnerships include the following partnership elements:

- a. Partnerships are accountable and representative and are between:
 - i Aboriginal and Torres Strait Islander people, where participation in decision-making is done by Aboriginal and Torres Strait Islander people appointed by Aboriginal and Torres Strait Islander people in a transparent way, based on their own structures and where they are accountable to their own organisations and communities
 - ii up to three levels of government, where government representatives have negotiating and decision-making authority relevant to the partnership context
 - iii other parties as agreed by the Aboriginal and Torres Strait Islander representatives and governments.
- b. A formal agreement in place, that is signed by all parties and:
 - i defines who the parties are, what their roles are, what the purpose and objectives of the partnership are, what is in scope of shared decision-making, and what are the reporting arrangements, timeframes, and monitoring, review and dispute mechanisms
 - ii is structured in a way that allows Aboriginal and Torres Strait Islander parties to agree the agenda for the discussions that lead to any decisions
 - iii is made public and easily accessible
 - iv is protected in state, territory and national legislation where appropriate.
- c. Decision-making is shared between government and Aboriginal and Torres Strait Islander people. Shared decision-making is:
 - i by consensus, where the voices of Aboriginal and Torres Strait Islander parties hold as much weight as the governments
 - ii 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
 - iii where Aboriginal and Torres Strait Islander representatives can speak without fear of reprisals or repercussions

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- iv where a wide variety of groups of Aboriginal and Torres Strait Islander people, including women, young people, elders, and Aboriginal and Torres Strait Islander people with a disability can have their voice heard
 - v where self-determination is supported, and Aboriginal and Torres Strait Islander lived experience is understood and respected
 - vi where relevant funding for programs and services align with jointly agreed community priorities, noting governments retain responsibility for funding decisions
 - vii where partnership parties have access to the same data and information, in an easily accessible format, on which any decisions are made.

Attachment 2

Partnership Committee membership comprising SAACCON members and SA Government agencies.

SA Government members	SAACCON members
<p><u>Attorney-General's Department:</u> Chief Executive (Co-Chair)</p>	<p><u>Aboriginal Drug and Alcohol Council (SA)</u> Chief Executive</p> <p>SAACCON Lead Convenor (Co-Chair)</p>
<p><u>Office for Early Childhood Education</u> Chief Executive</p>	<p><u>SA Aboriginal Education and Training Consultative Council</u> General Manager</p> <p>SAACCON Co-Convenor</p>
<p><u>Department for Child Protection</u> Chief Executive</p>	<p><u>South Australian Aboriginal Community Controlled Organisation Network</u> Chief Executive Officer</p>
<p><u>Department for Education</u> Deputy Chief Executive</p>	<p><u>First Nations Healing</u> Chief Executive Officer</p>
<p><u>Attorney-General's Department</u> Executive Director, Aboriginal Affairs and Reconciliation.</p>	<p><u>South Australian Native Title Services</u> Chief Executive Officer</p>
<p><u>Department of Treasury and Finance</u> Executive Director, Strategic Policy and Data Analytics</p>	<p><u>Kura Yerlo Inc.</u> Chief Executive Officer</p>
<p><u>Department of the Premier and Cabinet</u> Director, First Nations Policy and Engagement</p>	<p><u>First Nations of South Australia Aboriginal Corporation</u> Co-Chair</p>



Standing Invited Guests

National Indigenous Australians Agency

Local Government Association of South Australia

Observers

SAACCON Secretariat

Aboriginal Affairs and Reconciliation Secretariat



Attachment 3

Dispute resolution

Clauses 50, 51 and 52 of the Partnership Agreement on Closing the Gap

- 8.3 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.
- 8.4 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) for the Dispute Centre for mediation.
- 8.5 52. The parties may also mutually agree to resolve the dispute by attending the AMA or the Dispute Centre for mediation.



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