**MEMORANDUM OF UNDERSTANDING (MoU)**

**FOR LOCAL DECISION MAKING**

Made by the **NORTHERN TERRITORY GOVERNMENT** (**NTG**) represented by the **DEPARTMENT OF** *[insert relevant agency or agencies here]*for the benefit of the **Community of** *[insert relevant Community]* (**the Community** as detailed in the Community Plan in Schedule 1)

1. **BACKGROUND**
2. Local Decision Making (**LDM**) is a 10 year plan that seeks to return local decision making to Aboriginal communities by empowering Aboriginal people to determine service delivery models that work best for their community and region.
3. LDM is underpinned by the principle of self-determination for Aboriginal communities and seeks to transition services and programs to community control.
4. The NTG is developing and implementing the LDM Framework to deliver and support LDM, which consists of the LDM Policy, Operational Guidelines and Tools and Templates.
5. The Community representatives have the support of the Community to work with the NTG to progress LDM priorities.
6. **PURPOSE**

The purpose of this MoU is to:

1. document the commitment by the NTG and the Community to work together to guide the implementation of LDM; and
2. guide the negotiation and MoU of specific LDM projects in appropriate service delivery areas according to the Community Plan at Schedule 1 of this MoU.
3. **COMMITMENT**
4. The NTG is committed to partnering with Aboriginal communities in a meaningful way to determine the shape and control in service delivery areas such as, but not limited to, local healthcare, schools, justice systems, local governments, housing and the community as set out in the LDM Framework.
5. LDM will be driven by the Community at the Community’s pace.
6. The implementation of LDM will align with the set of principles launched by Aboriginal Peak Organisations Northern Territory in October 2013.
7. The NTG and the Community will work together on the basis of the LDM guiding principles, which are self-determination, place-based, flexible, co-design and community control.
8. **PROCESS**
9. The Regional Executive Director from the Department of the Chief Minister, with the NTG Regional Coordination Committee will coordinate the progression of this MoU.
10. NTG agencies relevant to a nominated service delivery area will nominate representatives with appropriate decision making authority, who will attend and actively participate in meetings with the Community.
11. The Community will nominate appropriately authorised and informed representatives who will attend and actively participate in meetings, provide a meeting space and will ensure processes are in place to regularly report to, and receive feedback from, interested families and clans and the broader community.
12. The Community representative group will nominate an agreed primary contact or contacts for the purpose of communication with the Community representative group.
13. The Community representatives will report back to the NTG with honest and direct feedback about progress and issues raised by the broader community.
14. The NTG and the Community representatives have identified a service delivery area or areas as set out in the Community Plan in Schedule 1 and will negotiate with a view to returning local decision making to the Community.
15. The NTG and the Community will, as far as possible, share information and data, including financial information, to inform the process and to allow fully informed and transparent decision making, subject to confidentiality and privacy requirements.
16. Any negotiations will be subject to meeting protocols, including roles and responsibilities, monitoring and evaluation processes.

To ensure currency of the relationship between NTG and Community, this MoU ends on the date specified in Schedule 2. If there are service delivery areas that have not been sufficiently considered for Community control or new service areas of interest, a new MoU should be negotiated with relevant NTG agencies, three months prior to the MoU end date.

1. **MAINTAINING THE PARTNERSHIP**
2. The Community and the NTG will collaborate and negotiate respectfully, openly, honestly and in good faith in the spirit of building trust and a strong and lasting partnership.
3. If issues arise, the NTG Regional Executive Director will work with the Community representatives to resolve the issue and, if no satisfactory outcome is achieved, will refer the issue to Regional Coordination Committee which may escalate the issue to the Chief Executive Coordination Committee
4. In the event the issue is not resolved, the parties commit to participating in a mediated process, if appropriate.
5. **LEGAL FRAMEWORK**

The NTG and the Community acknowledge that any transfer of responsibility to the Community for a service delivery area:

1. will recognise and meet existing regulatory, legislative and Commonwealth requirements;
2. may take a staged approach in order to ensure a successful transition over a period of time;
3. will be supported by an agreed dedicated NTG financial commitment and other NTG agency support, which may include training, assets, in-kind support or other resources;
4. will be captured in a formal legal contract with an organisation (or more than one) with authority to act on behalf of the Community that has:
5. the legal capacity to enter into the contract;
6. an appropriate and robust local governance structure, which represents the views of the whole community; and
7. the resources, capacity, experience and expertise to deliver the service or the capacity to develop those things; and
8. will be monitored and evaluated for progress and performance using a transparent, consultative and participatory approach that promotes the resolution of emerging issues as they arise.
9. **SIGNING**

Signed by the Chief Executive Officer for the Department of *[insert relevant agency]*

…………………………………………….

*[insert CEO name]*

*[Insert agency name]*

Date: ………… / ……….. / 2018

*[Insert further agency signing clauses as necessary]*

Signed by ……………………………………. as an authorised representative of the Community.

…………………………………………….

Community Representative

Date: ………… / ……….. / 2018

**SCHEDULE 1**

COMMUNITY PLAN

**Schedule 1 will be the Community Plan** – The Community Plan needs to be specific in terms of the services to be considered under the MoU to be progressed, so that it is specific and targeted.

This may include:

* + - The background/introduction; consultation summary.
    - The specific priority areas and the objectives sought for each priority – this may be set out in a phased, or stepping stone approach. If possible, milestones along the way ought to be identified so there are points of celebration towards final objectives. These can also be used as milestones or KPIs for intended outcomes and can contribute towards reporting.
    - The hierarchy of priorities, if there is one, or whether they are short, medium or long term goals.
    - Issues, topics or aspects that are ‘out of scope’.
    - Whether the services are essential services / minimum service expectations.
    - Identify the legal entity or entities (e.g. Aboriginal corporation, NGO’s, incorporated associations, etc) that will likely be entering into subsequent contracts (such as funding agreements, service agreements, asset transfer/use agreements etc).
    - Key partners / key stakeholders; roles and responsibilities (spectrum of community involvement).
    - Applicable legislative and regulatory requirements / applicable government policies, procedures, protocols.
    - Existing resources (services, programs, assets, funding, capacity).
    - Potential third party resources / areas for collaboration and innovation (e.g. other NGOs, private sector, Commonwealth, etc).
    - Governance / communication processes / reporting mechanisms / accountability to the community.
    - Implementation stages, activities and/or steps.
    - Community Plan review process, including changes and updates.
    - Commencement date of the Community Plan.

**SCHEDULE 2**

*Text in blue italics is to guide the completion of the schedule variables and should be deleted from final agreement.*

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| **Community** | * + - *Describe the location (geography and place/extent of MoU)*     - *Describe the local/regional language, culture, leadership and lore and clans*     - *Population and summary demographics* | |
| **Community Representative group** | *Who is the Identified community representative group/org (who will sign the MoU)* | |
| **Agreed Community Representative Primary contact/s** |  | |
| **Representative’s Contact Details** |  | |
| **Regional Area** | *DCM Regional Area* | |
| **NTG Regional Executive Director** |  | |
| **Regional Executive Director’s Contact Details** |  | |
| **Service Delivery Area/s (Scope)** | *Service delivery areas should inform the NTG Agencies to be parties to the MoU* | *What is communities’ priority for each area - High, medium, low?* |
| **Responsible NTG Agency**   * **NTG Agency Representative** * **Representative’s Contact Details** | *Repeat this for all relevant agencies to be engaged with this MoU* | |
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|  | |
| **MoU end date.** | *Timeframe until review/refresh (recommended three years to ensure the MoU remains current even if the community plan is over 10 years)* | |
| **Meeting protocols** | * + - *Schedule of, or intended minimum frequency of meetings and structure of meetings*     - *Is there an agreed structure of meetings? In what language are meetings to be conducted? If it is to be local language, what is the process for minute taking, writing up and distribution? (If this is to be the case, the local RED may need to consider budget capacity to engage a local cultural advisor/interpreter or both services for meetings and minute recording, interpretation and write up.*     - *Is a quorum required for meetings? If so what is it?*     - *Is there any MoU about Chair or co-Chairs?*     - *Are there agreed protocols around meetings that promote respect, trust and strong relationship building?* | |
| **Milestones and Milestone Dates** | *Are there specific milestones or KPIs that can be listed and used to guide meeting schedule and contribute to reporting.*  *What are the steps needed to be taken/what is the purpose of each meeting?*   * + - *Information is provided to the community governance group on what is required to operate services under discussion*     - *Further investigate what involvement community wants to have in each of those services*     - *What are the concerns and issues that community have with the current service? What do they want to see changed? How do they envisage it can be changed? What can relevant agencies do to support and progress the change? This will help determine the level of control desired by the community and the type of governance structure required to achieve the level of control.*     - *Education for community on what governance structures will be required for a formal agreement and why? Ie for a funding agreement there must be a legal entity created.*     - *Further investigate with community how agencies can help progress towards this structure?* | |
| **Outcomes** | *What is the intended outcome of this MoU?*   * + - *Eg. Determination of what service and what level of each service (based on the continuum) is to be transferred to community control and negotiation of a formal agreement (with appropriate agency/ies) to specifically progress that transfer?* | |
| **Monitoring and Evaluation** | *What are the agreed monitoring and evaluation processes for this MoU?*   * + - *Minutes will be taken at all meetings and circulated to all participants and apologies.*     - *Each meeting will have specified goals – at the end of each meeting feedback from all members provide indication of whether specified goals were achieved. Action items from the meeting establish agenda items for next meeting.*     - *Commencement of next meeting provides feedback on whether action items were completed and if not what further action is required.*     - *Any changes in timeframes are agreed and minuted.* | |