**COMMITMENT AGREEMENT**

**FOR LOCAL DECISION MAKING**

Made by the **NORTHERN TERRITORY GOVERNMENT** (**NTG**) represented by the **DEPARTMENT OF THE CHIEF MINISTER** (**DCM**) for the benefit of the **Community of XX** (**the Community**)

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 agreement is to:

1. document the commitment by the NTG and the Community to work together to guide the implementation of LDM; and
2. more formally identify the services which community wish to have more control over and have relevant NTG agencies commit to sharing information with the Community so as to decide how this control might be achieved.
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 agreement.
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 representatives will report back to the NTG with honest and direct feedback about progress and issues raised by the broader community.
13. The NTG and the Community representatives will identify a service delivery area or areas they would like to progress negotiations for locally based decisions about service delivery. The NTG will assist the development of a Community Plan detailing the service areas of interest.
14. To ensure currency of the relationship between NTG and Community, this Agreement ends when a more detailed Heads of Agreement is entered into, or three years from date of signing. If there are service delivery areas that have not been sufficiently considered for Community control or new service areas of interest, a new agreement should be negotiated with relevant NTG agencies, three months prior to the Agreement end date.
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. **MAINTAINING THE PARTNERSHIP**
17. 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.
18. 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.
19. **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 Hon. Michael Gunner, Chief Minister, on behalf of the Northern Territory Government.

…………………………………………….

Hon. Michael Gunner

Chief Minister

Date: ………… / ……….. / 2018

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

…………………………………………….

Community Representative

Date: ………… / ……….. / 2018

**SCHEDULE 1**

Commitment Schedule

*Text in blue guides the content to be added and should then be deleted from the final document*

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| --- | --- |
| **The Community** | *Describe the location/community to which this commitment agreement applies (geography and place/extent of agreement)* |
| **Community Representatives** | *Who are those with whom this agreement is made? Include primary community member contact details* |
| **NTG Regional Executive Director**  | *Name and contact details*  |
| **Milestones and Milestone Dates** | *The aim of this agreement is to develop a Community Plan of the services the community would like to consider for LDM and then enter a Heads of agreement with agencies, bringing them to the table to better inform community. What is a reasonable time frame to* * *Develop a community plan?*
* *Enter a heads of agreement?*
 |
| **Meeting frequency** | *How often does community want to meet to take further steps? What is reasonable in light of other coordination efforts of RED? Where to meet? And who is involved?* |