

NATIONAL PARTNERSHIP AGREEMENT TO ESTABLISH A NATIONAL ROAD SAFETY COUNCIL

Council of
Australian
Governments

An agreement between

- the Commonwealth of Australia and
- the States and Territories, being:
 - ◆ the State of New South Wales;
 - ◆ the State of Victoria;
 - ◆ the State of Queensland;
 - ◆ the State of Western Australia;
 - ◆ the State of South Australia;
 - ◆ the State of Tasmania;
 - ◆ the Australian Capital Territory; and
 - ◆ the Northern Territory of Australia.

This Agreement provides for the establishment of a National Road Safety Council to facilitate the implementation of nationally agreed road safety reforms.

National Partnership Agreement to establish a National Road Safety Council

INTERGOVERNMENTAL AGREEMENT ON FEDERAL FINANCIAL RELATIONS

PRELIMINARIES

1. This Agreement is created subject to the provisions of the *Intergovernmental Agreement on Federal Financial Relations* and should be read in conjunction with that Agreement and subsidiary schedules. In particular, the schedules include direction in respect of performance reporting and payment arrangements.
2. This National Partnership Agreement has been created to establish a National Road Safety Council (NRSC) to facilitate the implementation of nationally-agreed road safety reforms.
3. The Parties are committed to reducing road trauma in Australia through the implementation of evidence-based measures and the application of the Safe System principles set out in the National Road Safety Strategy and supporting Action Plans.
4. The Parties give effect to this commitment by undertaking a range of road safety activities in accordance with their established roles and responsibilities.
5. The Parties recognise that road trauma continues to impose an enormous economic and social cost on Australians and that new approaches are needed to accelerate national road safety improvement.
6. The NRSC will bring together a high-level group of key opinion leaders and experts to help raise the profile of road safety and forge critical partnerships across relevant government, industry and community sectors.
7. The NRSC will harness the expertise and resources of relevant stakeholders to support the implementation of National Road Safety Strategies, Action Plans and other initiatives agreed by the Australian Transport Council (ATC).
8. This Agreement sets out the principles and processes for cooperation between the Parties.

PART 1 – FORMALITIES

Parties to this Agreement

9. In entering this Agreement, the Commonwealth and the States and Territories recognise that they have a mutual interest in improving road safety outcomes and that they need to work together to achieve those outcomes.

Term of the Agreement

10. This Agreement commences when it has been signed by all Parties.
11. The Parties commit to undertake and complete a full review of the operation of the NRSC and this Agreement no later than the fifth anniversary of the commencement of this Agreement.

Delegations

12. The Minister for Infrastructure, Transport, Regional Development and Local Government is authorised to agree the Implementation Plan on behalf of the Commonwealth.
13. State and Territory Ministers responsible for road safety are authorised to agree the Implementation Plan on behalf of their State or Territory.

Interpretation

14. Unless otherwise specified, the following terms and definitions are used throughout this Agreement:
 - (a) *Agreement*: this document, including any schedules, as amended from time to time.
 - (b) *NRSC*: the organisation that will become the National Road Safety Council.
 - (c) *COAG*: the Council of Australian Governments.
 - (d) *Commonwealth*: the Commonwealth of Australia.
 - (e) *Commonwealth Minister*: the Commonwealth Minister responsible for transport.
 - (f) *Jurisdiction*: the Commonwealth, a State or a Territory.
 - (g) *Party*: the Commonwealth, a State or a Territory that is a Party to this Agreement.
 - (h) *State*: a State of the Commonwealth of Australia that is a Party to this Agreement.
 - (i) *Territory*: a Territory of the Commonwealth of Australia that is a Party to this Agreement.
 - (j) *ATC*: the Australian Transport Council (of Ministers).

PART 2 – OBJECTIVES, OUTCOMES AND OUTPUTS

Objectives

15. The purpose of this Agreement is to formalise cooperation between the Commonwealth, State and Territory governments to establish an NRSC.
16. The NRSC will be established as an advisory body to the ATC. Its broad objective will be to contribute to a reduction in death and serious injury on Australian roads by enhancing the national implementation of effective road safety measures.
17. The role, functions and operating arrangements of the NRSC will be as specified in Part 3 of this Agreement and the attached Terms of Reference.
18. As indicated in Part 5 of this Agreement, the Parties will each provide a share of the funding to meet the establishment costs and ongoing operating expenses of the NRSC. All Parties will also

give favourable consideration to the provision of in-kind support for the operation of the NRSC and to opportunities to partner with the NRSC in specific activities.

Outcomes

19. This Agreement will contribute to the following outcomes:
 - (a) the timely and effective implementation of road safety measures set out in the National Road Safety Strategy and Supporting Action Plans, and as otherwise agreed by the ATC; and
 - (b) an increased awareness of road safety as a major public health issue across government, industry, business and community sectors.

Outputs

20. The agreed objectives and outcomes of this Agreement will be achieved by establishing an NRSC that:
 - (a) identifies opportunities to accelerate, optimise or expand the implementation of road safety measures;
 - (b) identifies, consults and engages with relevant stakeholders to facilitate the implementation of road safety measures;
 - (c) monitors and reports to the ATC on the implementation of road safety measures;
 - (d) provides advice to the ATC on implementation progress, gaps, barriers and opportunities;
 - (e) contributes to the development of National Road Safety Strategies, Action Plans and other road safety initiatives as requested by the ATC.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

21. To realise the objectives and commitments in this Agreement, each Party has specific roles and responsibilities, as outlined below.
22. The NRSC will be an advisory body to the ATC. The Chair of the NRSC will report to the Chair of the ATC, and, through the ATC, to COAG.

Role, Functions and Operating Principles

23. The role, functions and operating principles of the NRSC are set out in a formal Terms of Reference, included as a Schedule to this Agreement.
24. The primary role of the NRSC will be to facilitate the implementation of key road safety measures set out in the National Road Safety Strategy and supporting Action Plans, and as otherwise agreed by the ATC.
25. In carrying out its role, the NRSC will have a particular focus on building productive relationships with stakeholders across a broad range of sectors and interests.
26. The NRSC will report to the ATC on road safety implementation issues.
27. The NRSC will also contribute to the development of National Road Safety Strategies, Action Plans and other road safety initiatives as requested by the ATC.

28. In undertaking its activities, the NRSC will:
- (a) be guided by: the National Road Safety Strategy and supporting Action Plans; Safe System principles and practices; and evidence-based approaches to road safety improvement;
 - (b) assist the timely and effective delivery of ATC-agreed road safety actions;
 - (c) establish mechanisms for effective and frequent engagement with relevant stakeholders;
 - (d) operate under the banner of shared responsibility: recognising that government, industry, business, and community sectors have distinct road safety roles and responsibilities;
 - (e) focus on opportunities to improve road safety practices and to maximise the support of relevant stakeholders; and
 - (f) consult with the ATC Safety and Security Working Group, and other relevant advisory bodies, in the development and delivery of its work program.

Membership

29. The NRSC will comprise seven members appointed on the basis of their individual ability to undertake the required activities. It is not expected that every member will have road safety expertise, but the membership must embody the range of skills, experience and influence to enable the NRSC to meet its objectives.
30. Members will be chosen for their capacity to facilitate high-level work within or across key sectors of road safety stakeholders, to enhance implementation of nationally-agreed road safety initiatives and to provide advice to the ATC on road safety matters. It is not intended that the group be representative of all road safety stakeholders or jurisdictions.
31. Members may be drawn from a range of sectors: industry, community, business, government and academia. Members would bring expertise in key elements of road safety endeavour (for example, vehicle design, road user behaviour, road and road environment, intelligent transport systems, public health, urban planning, enforcement, commercial vehicle operations), and/or other essential areas (for example communications, social marketing, environmental sustainability, corporate and government influence).
32. Members will be appointed on the basis of their personal skills and commitment, not as a representative of an organisation, stakeholder group or jurisdiction.
33. The Chairperson of the NRSC should be a high profile leader in the community, whose role will include working with government, industry, the community and the media to mobilise road safety efforts and raise the profile of road safety.
34. The Commonwealth Minister will appoint each member of the NRSC from nominations that have been approved by a two-thirds majority of the Parties to this Agreement.
35. The Commonwealth Minister will appoint the Chair of the NRSC from among the appointed members.
36. Members will be appointed for terms not exceeding three years.
37. Members are to be paid remuneration as determined by the Remuneration Tribunal or, where no determination is in place, as determined by the Parties to this Agreement.

38. A member who has a direct or indirect pecuniary interest in a matter being considered, or about to be considered, by the NRSC must, as soon as possible after the relevant facts come to the member's knowledge, disclose the nature of the interest at a meeting of the NRSC.
39. Unless the Chair determines otherwise (or, where the Chair has made a disclosure, the Parties to the Agreement determine otherwise), a member who has disclosed a pecuniary interest in a matter must not:
 - (a) be present during any deliberation of the NRSC in relation to the matter; nor
 - (b) take part in any decision of the NRSC in relation to the matter.

Operating Model

40. The NRSC will be a non-statutory body as its functions do not require legislative underpinning.
41. The NRSC is expected to meet at least four times per year, though allowance will be made for additional meetings, including meeting with stakeholders, as required.

Secretariat

42. A small secretariat, led by a Director, NRSC, will support the following functions:
 - (a) partnership development and maintenance;
 - (b) research and project management;
 - (c) monitoring and reporting; and
 - (d) administration support.
43. The secretariat will be hosted by the Commonwealth, but will provide for the secondment of staff from government agencies, academia and industry. This arrangement will provide the NRSC with suitably qualified staff support, and also allow skill transfer to the parent organisations on their return.

Work Program and Budget

44. The NRSC will develop a detailed work program, including performance indicators, at least once each financial year for approval by the ATC. The work program will identify a prioritised list of key areas for the NRSC to address, consistent with the Terms of Reference.
45. The NRSC will be expected to consult with other relevant advisory bodies in the development and delivery of its work program.
46. By the end of April each year, or as otherwise agreed by the ATC, the NRSC will submit to the ATC for approval an operational plan and budget for the next financial year, which will cover all direct costs associated with the operation of the NRSC, including: member stipends, member travel expenses, secretariat costs, and research and communications expenses. An initial budget of \$1.6 million will be provided to cover all direct costs associated with the operation of the NRSC during its first full year of operation. If the NRSC plans to propose a budget for any financial year which is greater than \$1.75 million, it must give preliminary advice of its intention and the reasons for it to the ATC no later than November of the previous year.
47. On each occasion, the annual operational plan and budget will be approved by a two-thirds majority vote of the ATC.

PART 4 – REPORTING

48. Reporting requirements under this National Partnership Agreement should be read in conjunction with the provisions in Schedule C to the Intergovernmental Agreement on Federal Financial Relations.
49. The Parties agree to provide such information to the NRSC as is necessary for the NRSC to undertake its responsibilities and functions as set out in this Agreement, including the attached Terms of Reference.
50. The NRSC will report directly to the Chair of the ATC, and through the ATC, to COAG.
51. By the end of April each year, or as otherwise agreed by the ATC, the NRSC will submit:
 - (a) a full report on NRSC activities during the current financial year, including performance against the ATC-approved work program; and
 - (b) an annual work program and budget for the next financial year, to be approved by the ATC.
52. Approval to vary an approved work program may be sought from the ATC to accommodate unexpected shifts in priority.
53. The ATC may also direct the NRSC to undertake specific tasks on an ad hoc basis.

PART 5 – FINANCIAL ARRANGEMENTS

Funding

54. The Parties will each provide a share of the funding to meet the establishment costs of the NRSC and the annual operating budget of the NRSC as approved each year by the ATC. Funding will be shared by the Parties as follows:
 - (a) the Commonwealth will provide 35 per cent of the funds; and
 - (b) the States and Territories will, together, provide 65 per cent of the funds with the contribution of each State and Territory proportional to its population. Proportions will be calculated each year using the most recently published *Estimated Resident Population of Australia* in 3101.0 – Australian Demographic Statistics (Australian Bureau of Statistics).
55. All Parties to the Agreement will give favourable consideration to the provision of additional in-kind support for the operation of the NRSC and to opportunities to partner with the NRSC in specific activities.

PART 6 – GOVERNANCE ARRANGEMENTS

Dispute Resolution

56. Where a dispute arises under or in relation to this Agreement:
 - (a) the ATC will negotiate to resolve the dispute in the first instance; and
 - (b) if the negotiations fail, the ATC will refer the dispute to COAG to seek a resolution.

Review of the Agreement

57. The Parties commit to undertake and complete a full review of the operation of the NRSC and this Agreement no later than the fifth anniversary of the commencement of the Agreement. The review will make recommendations on whether the arrangements for the NRSC and matters set out in this Agreement should continue or be amended or cease to be in force. The Agreement may also be amended from time to time by the unanimous agreement of the Parties.

Publication of the Agreement

58. The Parties agree that this Agreement is to be made publicly available by the Commonwealth by the following means:
- (a) by tabling in both Houses of the Commonwealth Parliament; and
 - (b) by publication on relevant Commonwealth Government websites.

Variation of the Agreement

59. Any future amendments to this Agreement are to be made publicly available by the Commonwealth by the following means:
- (a) by tabling in both Houses of the Commonwealth Parliament; and
 - (b) by publication on relevant Commonwealth Government websites.

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

Signed *for and on behalf of the Commonwealth of Australia by*

The Honourable Kevin Rudd MP

Prime Minister of the Commonwealth of Australia

2009

Signed *for and on behalf of the State of New South Wales by*

Signed *for and on behalf of the State of Victoria by*

The Honourable Nathan Rees MP

Premier of the State of New South Wales

2009

The Honourable John Brumby MP

Premier of the State of Victoria

2009

Signed *for and on behalf of the State of Queensland by*

Signed *for and on behalf of the State of Western Australia by*

The Honourable Anna Bligh MP

Premier of the State of Queensland

2009

The Honourable Colin Barnett MP

Premier of the State of Western Australia

2009

Signed *for and on behalf of the State of South Australia by*

Signed *for and on behalf of the State of Tasmania by*

The Honourable Mike Rann MP

Premier of the State of South Australia

2009

The Honourable David Bartlett MP

Premier of the State of Tasmania

2009

Signed *for and on behalf of the Australian Capital Territory by*

Signed *for and on behalf of the Northern Territory by*

Jon Stanhope MLA

Chief Minister of the Australian Capital Territory

2009

The Honourable Paul Henderson MLA

Chief Minister of the Northern Territory of Australia

2009

National Road Safety Council

Terms of Reference

NATIONAL PARTNERSHIP AGREEMENT TO ESTABLISH A NATIONAL ROAD SAFETY COUNCIL

A1 The National Road Safety Council (NRSC) is established as an advisory body to the Australian Transport Council (ATC) under a National Partnership Agreement. This Terms of Reference sets out the NRSC's objective, role, functions and operating principles.

Objective of the NRSC

A2 To contribute to the reduction in death and serious injury on Australian roads by enhancing the national implementation of effective road safety measures.

Role of the NRSC

A3 The role of the NRSC is to:

- (a) facilitate the timely and effective implementation of road safety measures set out in the National Road Safety Strategy and Supporting Action Plans, and as otherwise agreed by the ATC;
- (b) raise the profile of road safety as a major public health issue across government, industry, business and community sectors; and
- (c) provide advice on specific road safety matters as requested by the ATC.

Functions of the NRSC

A4 In carrying out its role, the NRSC will perform the following functions:

- (a) identify opportunities to accelerate, optimise or expand the implementation of road safety measures;
- (b) identify and consult with relevant stakeholders across a broad range of sectors and interests;
- (c) engage with relevant stakeholders to:-
 - (i) foster commitment to, and active support for, the road safety objectives and action priorities set out in the National Road Safety Strategy and supporting Action Plans,
 - (ii) develop processes for implementing specific road safety measures, and
 - (iii) build productive partnerships with, and between, stakeholders to facilitate implementation of road safety measures;
- (d) monitor and report to the ATC on the implementation of road safety measures;

- (e) provide advice to the ATC on implementation progress, gaps, barriers and opportunities; and
- (f) contribute to the development of National Road Safety Strategies, Action Plans and other road safety initiatives as requested by the ATC.

Operating Principles

A5 In undertaking its activities, the NRSC will:

- (a) be guided by: the National Road Safety Strategy and supporting Action Plans; Safe System principles and practices; and evidence-based approaches to road safety improvement;
- (b) establish mechanisms for effective and frequent engagement with government bodies, including safety regulation and enforcement agencies, and with relevant industry, business and community groups;
- (c) operate under the banner of shared responsibility: recognising that government, industry, business and community sectors have distinct road safety roles and responsibilities;
- (d) focus on opportunities to improve road safety practices and to maximise the support of relevant stakeholders;
- (e) consult with the ATC Safety and Security Working Group , and other relevant advisory bodies, in the development and delivery of its work program.

Reporting and Delivery

A6 The NRSC will report directly to the Chair of the ATC, and through the ATC, to COAG.

A7 By the end of April each year, or as otherwise agreed by the ATC, the NRSC will submit:

- (a) a full report on NRSC activities during the current financial year, including performance against the ATC-approved work program; and
- (b) an annual work program and budget for the next financial year, to be approved by the ATC.

A8 Approval to vary an approved work program may be sought from the ATC to accommodate unexpected shifts in priority.

A9 The ATC may also direct the NRSC to undertake specific tasks on an ad hoc basis.