



Australian Government  
Department of Education



SNAICC  
National Voice for our Children

# Formal Partnership Agreement

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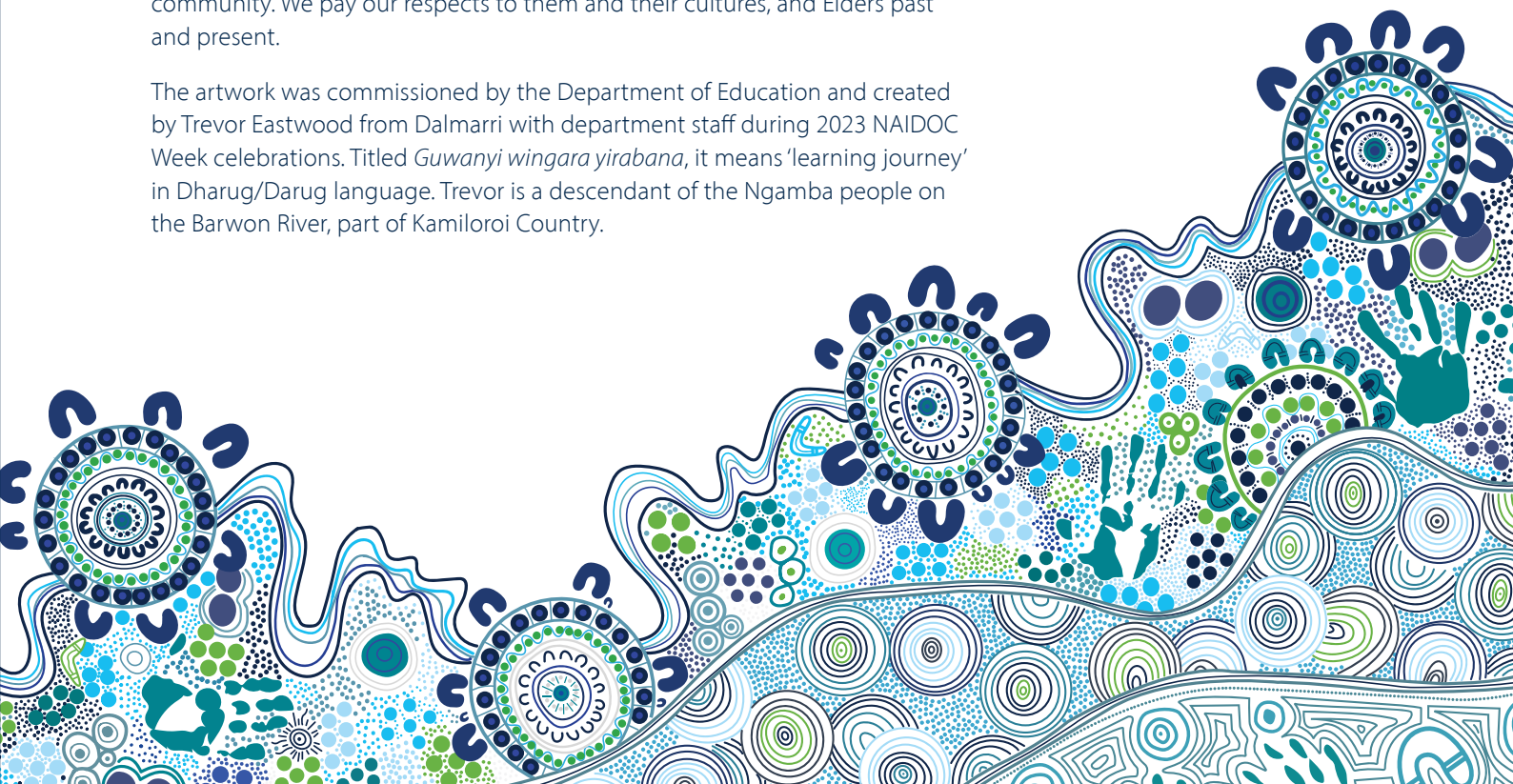
Australian Government  
Department of Education  
and SNAICC – National Voice  
for our Children





The Parties acknowledge the Traditional Owners and Custodians of Country throughout Australia and their continuing connection to land, waters and community. We pay our respects to them and their cultures, and Elders past and present.

The artwork was commissioned by the Department of Education and created by Trevor Eastwood from Dalmarri with department staff during 2023 NAIDOC Week celebrations. Titled *Guwanyj wingara yirabana*, it means 'learning journey' in Dharug/Darug language. Trevor is a descendant of the Ngamba people on the Barwon River, part of Kamiloroi Country.





## Preamble

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- The Australian Government is committed to overcoming the inequality experienced by Aboriginal and Torres Strait Islander people to achieve life outcomes equal for all Australians through the National Agreement on Closing the Gap (the National Agreement).
- The Australian Government Department of Education (the department) is committed to changing the way it works with Aboriginal and Torres Strait Islander people to achieve the socio-economic outcomes and embed the Priority Reforms under the National Agreement.
- The National Agreement acknowledges the strength of Aboriginal and Torres Strait Islander people and the importance of working in partnership, including through self-determination and shared decision-making, to overcome the entrenched inequality faced by too many Aboriginal and Torres Strait Islander people.
- This Partnership Agreement builds on the commitments made by the Australian Government and Aboriginal and Torres Strait Islander representatives under the National Agreement, including the commitment to develop a fundamentally new way of working with Aboriginal and Torres Strait Islander people.
- The United Nations Declaration on the Rights of Indigenous Peoples<sup>1</sup> (UNDRIP) emphasises the importance of Indigenous peoples having the right to establish and control their educational systems and institutions, in a manner appropriate to their cultural methods of teaching and learning; and having access to all levels and forms of education without discrimination.
- Further, the United Nations Convention on the Rights of Children<sup>2</sup> (UNCRC) emphasises the right of children to access education that develops each child's personality and talents to their full extent, the rights of children, to enjoy their own culture in community with Aboriginal and Torres Strait Islander people, and that all organisations, including governments, concerned with children should work towards what is best for each child.
- This Partnership Agreement will give effect to the vision of the National Agreement, the UNDRIP and the UNCRC by formalising partnership arrangements between the department and SNAICC – National Voice for our Children (SNAICC), the peak body for Aboriginal and Torres Strait Islander children. This Partnership Agreement is a unique agreement between the department and SNAICC and will complement other place-based and policy partnerships under the National Agreement.

1 [UN Declaration on the Rights of Indigenous Peoples | Australian Human Rights Commission](#)

2 [United Nations Convention on the Rights of the Child \(unicef.org.au\)](#)



## 1. Purpose

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1.1. The purpose of this Partnership Agreement is to:

- 1.1.1. Formally acknowledge the partnership between the department and SNAICC, the national peak body for Aboriginal and Torres Strait Islander children.
- 1.1.2. Affirm that SNAICC, as the national peak body representing Aboriginal and Torres Strait Islander communities and community-controlled organisations on matters related to early childhood education, care and development, will share decision making with the department on initiatives affecting Aboriginal and Torres Strait Islander children and families in early childhood education and care, in line with clause 32<sup>3</sup> of the National Agreement.
- 1.1.3. Strengthen the relationship between the department and SNAICC, as peak body for Aboriginal and Torres Strait Islander children and member of the Coalition of Aboriginal and Torres Strait Islander Peaks, and work towards embedding all Priority Reforms under the National Agreement, particularly Priority Reform One (Formal Partnerships and Shared Decision-making), into the work of the department.
- 1.1.4. Ensure accountability and commitment to achieving all the Priority Reforms and early childhood outcomes under the National Agreement, specifically Outcome 3 (Aboriginal and Torres Strait Islander children are engaged in high quality, culturally appropriate early childhood education in their early years) and Outcome 4 (Aboriginal and Torres Strait Islander children thrive in their early years).
- 1.1.5. Complement core funding for SNAICC by supporting the accountability of the department and SNAICC to progress outcomes for Aboriginal and Torres Strait Islander children in partnership.

## 2. Objectives

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2.1. The objectives of this Partnership Agreement are to:

- 2.1.1. Transform the way that the department and SNAICC work together to realise a more collaborative and in-partnership approach between the department and SNAICC to address educational outcomes of Aboriginal and Torres Strait Islander children.
- 2.1.2. Formalise governance between the department and SNAICC to ensure SNAICC and the department can work effectively in partnership on policy and program design and implementation.
- 2.1.3. Support efforts to implement the National Agreement commitments and improve progress to achieve early childhood education outcomes under the National Agreement, specifically Outcomes 3 and 4.

<sup>3</sup> [6. Priority Reform One - Formal partnerships and shared decision-making | Closing the Gap](#)

## 3. Parties

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3.1. The Parties to the Partnership Agreement are the department and SNAICC.

## 4. Scope

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- 4.1. The Partnership Agreement will build on, not displace, existing partnership agreements between the Australian Government, including the department and SNAICC, such as Policy Partnerships or individual partnership arrangements.
- 4.2. The Partnership Agreement covers matters affecting Aboriginal and Torres Strait Islander children in education, with particular focus on efforts to achieve Outcomes 3, children are engaged in high quality culturally appropriate early childhood education in their early years, and 4, that children are developmentally on track and thrive in their early years.
- 4.3. SNAICC is the peak body for Aboriginal and Torres Strait Islander children and is a member of the Coalition of Aboriginal and Torres Strait Islander Peaks. In this capacity, SNAICC works closely with other First Nations peaks, including National Aboriginal and Torres Strait Islander Education Corporation (NATSIEC), to improve educational outcomes for First Nations people. The Partnership Agreement will complement the formal partnership agreement between the department and NATSIEC.

## 5. Roles and Responsibilities

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- 5.1. Both Parties are jointly responsible for promoting a more joined-up approach to support policy and program design and implementation aimed at improving Aboriginal and Torres Strait Islander educational opportunities and outcomes.
- 5.2. Both Parties acknowledge that there are existing mechanisms under the National Agreement, such as the Early Childhood Care and Development Policy Partnership, that will complement the education outcomes contemplated by this Partnership Agreement.
- 5.3. The department will:
  - 5.3.1. Provide core funding to SNAICC for four years, as agreed in the 2024-25 Budget to facilitate its ongoing operations as the peak body for Aboriginal and Torres Strait Islander children.
  - 5.3.2. Provide transparency to SNAICC on the development/reform of policies and programs that affect Aboriginal and Torres Strait Islander children.
  - 5.3.3. Consider how SNAICC's independent policy advice to the department can be implemented, including through policy and program design or more direct action.
  - 5.3.4. Share data with SNAICC where the Australian Government is the owner of that data and privacy or other requirements allow, to support shared decision-making.



- 5.3.5. Provide regular opportunities for SNAICC staff to engage with departmental staff at all levels regarding the development, delivery and communication of policy and programs, where lawful and appropriate. The department and SNAICC will work to develop a separate engagement protocols document that will become an appendix to this agreement.
  - 5.3.6. Build strong and trusting relationships with SNAICC and regularly communicate with them. This will include communicating any changes to departmental staffing, relevant process and timeframes that may affect engagement opportunities with the department, so that SNAICC is equipped to forward plan and prioritise commitments.
  - 5.3.7. Identify relevant opportunities for SNAICC to undertake co-design and co-development of policy and programs, and communications activities related to these.
  - 5.3.8. Engage SNAICC early and in an ongoing capacity in relevant policy and program design and implementation and draw on SNAICC's expertise.
  - 5.3.9. Engage SNAICC to lead communication of relevant policy and program reforms to Aboriginal and Torres Strait Islander sector and community audiences.
  - 5.3.10. Implement consistent and formal processes of shared decision-making with SNAICC on relevant policy and program reform, design and implementation, including shared decision-making on relevant:
    - (a) new policy development and policy reform
    - (b) policy frameworks and strategies
    - (c) legislative reform
    - (d) regulatory reform
    - (e) program design and redesign
    - (f) grants and procurement processes, noting that funding decisions remain the responsibility of the Australian Government, and noting the commitment of both Parties to ensure probity in funding decisions.
    - (g) communications activities for Aboriginal and Torres Strait Islander sector and community audiences.
- 5.4. SNAICC will:
- 5.4.1. Proactively bring Aboriginal and Torres Strait Islander perspectives, their expertise, and their lived experiences to provide advice to the department on matters affecting First Nations children and communities.
  - 5.4.2. Work with the department to co-develop advice that informs the design and delivery of key initiatives for Aboriginal and Torres Strait Islander children.
  - 5.4.3. Regularly communicate and share emerging issues with the department, including on any new challenges/barriers experienced by Aboriginal and Torres Strait Islander children, families and communities (including Aboriginal and Torres Strait Islander Community Controlled Organisations), and any key initiatives led by SNAICC (for example across states and territories) that the department may not be aware of.
  - 5.4.4. Share data and information with the department where lawful and appropriate to do so to support shared decision-making, where SNAICC deems data and information is relevant and appropriate to share to support collaboration.



- 5.4.5. Build strong and trusting relationships with the department and regularly communicate with them. This will include communicating any changes to SNAICC staffing, relevant processes and timeframes that may affect engagement opportunities with SNAICC, so that the department is equipped to forward plan, prioritise commitments, and allow sufficient time for SNAICC to engage.
- 5.4.6. Engage with the Coalition of Aboriginal and Torres Strait Islander Peaks to support the department with advice and input regarding the development of policy positions for Australian Government decisions, in recognition of the impact early childhood education has on National Agreement outcomes.
- 5.4.7. Engage the NATSIEC on matters affecting Aboriginal and Torres Strait Islander children in the early years.

## 6. Governance

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- 6.1. Relationships between the department and SNAICC will grow and mature over the life of the Partnership Agreement.
- 6.2. To support effective engagement and ensure improvements can be made, the Partnership Agreement will be regularly reviewed (see Section 8).
- 6.3. A risk register and engagement protocols will be jointly developed between the Parties and form Annexure A of this Partnership Agreement once agreed.
- 6.4. The Partnership Agreement can be amended at any time by written agreement of the Parties.
- 6.5. Either Party can terminate their participation in the Partnership Agreement at any time by notifying the other Party in writing.
- 6.6. This Partnership Agreement is not legally binding or enforceable, however, both Parties are committed to implementing the Partnership Agreement in a positive and accountable manner.
- 6.7. The Parties will endeavour in the spirit of co-operation, good faith, and mutual trust, to resolve all difficulties or misunderstandings with respect to this Partnership Agreement.
- 6.8. The Parties will attempt to resolve all disputes in the first instance with minimal conflict and without unnecessary formality by listening to the other Parties' views, through yarning, phone calls, informal meetings or workshops, towards arriving at agreement.



## 7. Probity

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- 7.1. The department and its staff must act in accordance with the [Public Governance, Performance and Accountability Act 2013](#) and the [Public Service Act 1999](#) respectively, as well as other relevant instruments such as the [Commonwealth Procurement Rules](#) and the [Commonwealth Grant Rules and Principles](#). These documents require officials to act with honesty, integrity, impartiality and accountability when making decisions about Commonwealth funds. This may include through:
  - 7.1.1. Establishing procedures for officials and potential grantees to declare any actual or perceived conflict of interest and developing procedures to manage potential conflicts of interest.
  - 7.1.2. Seeking probity advice where appropriate and necessary.
  - 7.1.3. Ensuring funding decisions are impartial, appropriately documented and reported, publicly defensible and lawful.
  - 7.1.4. Ensuring officials do not make an improper use of their position.
- 7.2. SNAICC will:
  - 7.2.1. Declare any actual or perceived conflicts of interest at the outset and if/as they arise when consulting on any policy or program activities or measures, including grant programs or procurements.
  - 7.2.2. Comply with any reasonable requests from the department with respect to probity, including managing conflicts of interest.

## 8. Interactions with other national initiatives

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- 8.1. The Partnership Agreement will encourage joined up approaches with other Commonwealth agencies and First Nations partners to resolve issues faced by Aboriginal and Torres Strait Islander people, acknowledging the shared responsibility across the Australian Government, and aligned national initiatives that will contribute to improved outcomes for Aboriginal and Torres Strait Islander children, families and communities.
- 8.2. Parties commit to aligning priorities and supporting the important work already been done to improve outcomes for Aboriginal and Torres Strait Islander children in the department and across the Commonwealth, including through the Early Childhood Care and Development Policy Partnership, the Early Childhood Care and Development Sector Strengthening Plan, National Aboriginal and Torres Strait Islander Early Childhood Strategy, Safe and Supported: the National Framework for Protecting Australia's Children, and the Early Years Strategy 2024-2034.

## 9. Term

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- 9.1. The Partnership Agreement comes into effect on the date of signing and continues for an initial period of 5 years from the date of signature.
- 9.2. The Partnership Agreement will be reviewed after 2 years (or earlier by agreement), and then regularly at three-year intervals, with a view to being extended or renewed to drive ongoing progress. The process for this review will be established by the Parties.

## 10. Data Sharing

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- 10.1. Priority Reform 4 of the National Agreement requires that data is available for the purposes of decision-making. Parties should endeavour to share available data to ensure clear understanding of context, to make evidence-based recommendations and to gauge progress toward the targets, subject to any legal requirements.

## 11. Resourcing

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- 11.1. In accordance with Clause 33 of the National Agreement, the department acknowledges that SNAICC needs to be provided with adequate and ongoing financial support to enable them to engage as equal partners.
- 11.2. Operational funding to enable engagement under the Partnership Agreement will be provided to SNAICC as agreed in the 2024-25 Budget, at a cost of \$4 million (indexed) per annum for four years. Arrangements to facilitate the provision of this funding are detailed in a separate grant funding agreement between the department and SNAICC.
- 11.3. The department recognises that financial support referred to in clause 11.2 does not fund specific program and project delivery activities that SNAICC is currently or may in the future be funded to provide by the department and does not limit the department's consideration of funding to SNAICC for additional activities.

## 12. Publication of the Partnership Agreement

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- 12.1. The Parties agree that, upon signing, this Partnership Agreement will be published on the department's and SNAICC's websites, and will remain publicly available, including reflecting any future changes.



## Signatures

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**Signed** for and on behalf of SNAICC  
– National Voice for our Children

**Signed** for on behalf of the Australian  
Government Department of Education

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**Ms Catherine Liddle**  
Chief Executive Officer, SNAICC  
– National Voice for our Children

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**Mr Tony Cook PSM**  
Secretary, Australian Government  
Department of Education



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**Ms Catherine Liddle**  
Chief Executive Officer, SNAICC  
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**Mr Tony Cook PSM**  
Secretary, Australian Government  
Department of Education

*5 March 2025*





