Industry Based Agreement for Aboriginal Business Development and Support

2016/2017 – 2017/2018
THIS AGREEMENT IS MADE BETWEEN:

the GOVERNMENT OF NEW SOUTH WALES
as represented by the Minister for Aboriginal Affairs
and the Minister for Skills and Small Business
(‘the NSW Government’)

AND

the NSW INDIGENOUS CHAMBER OF COMMERCE
(ABN 16 806 409 016)
(‘the NSW ICC’)

www.aboriginalaffairs.nsw.gov.au

1. Preamble
The NSW Government and the NSW Indigenous Chamber of Commerce acknowledge and honour Aboriginal people as the first people and nations of NSW, and recognise that they have made and continue to make a unique and lasting contribution to the identity of NSW.

The NSW Government and the NSW Indigenous Chamber of Commerce, as the Peak Body for Indigenous Business in New South Wales, have significant roles to play in growing the rates of Aboriginal business ownership and employment in NSW.

This Agreement aims to provide a mechanism for the NSW Indigenous Chamber of Commerce and the NSW Government to work together.

This Agreement acknowledges the importance of building real and lasting partnerships across government and between government, industry, and Aboriginal communities and Aboriginal owned businesses to meet the aims of this Agreement.

This Agreement acknowledges the commitment the NSW Indigenous Chamber of Commerce has to fostering and nurturing the desire and motivation of Aboriginal people who have made the decision to participate in the economy as business owners.

2. Interpretation
‘Agreement’ means this Industry Based Agreement.
‘Industry Based Agreement’ has the same meaning as ‘memorandum of understanding’ for the purposes of this document.
‘Parties’ means the NSW Government and the NSW Indigenous Chamber of Commerce and ‘Party’ means either of them.

3. Partners
The Parties agree that Aboriginal people and communities are primary and essential partners for implementation of initiatives under this Agreement. Participation for implementation of the Agreement will be invited from the:

a) Aboriginal community, including:
   • Indigenous Chamber of Commerce;
b) NSW Government, including:
   • Aboriginal Affairs;
   • Training Services NSW;
   • NSW Department of Industry, Small Business Engagement;
   • NSW Department of Finance, Services and Innovation; and
   • NSW Department of Premier and Cabinet.

c) Stakeholders (voluntary)
   • Aboriginal regional alliances (Local Decision Making); and
   • NSW Aboriginal Land Council.

4. Steering Committee
A Steering Committee with representation from signatories to the Agreement will be established to plan and deliver the Agreement. The Steering Committee will be chaired by the NSW Indigenous Chamber of Commerce. The NSW Indigenous Chamber of Commerce will also play a secretariat role and be responsible for convening meetings. Aboriginal Affairs will record any actions arising from Steering Committee meetings.

Each Party will nominate senior representatives for the Steering Committee with necessary decision making delegation and authority. Any additional members will be decided by agreement of the Parties. The Steering Committee will convene as necessary to deliver the aims of the Agreement.

5. Implementation Plan
The Steering Committee will, within eight weeks of the commencement of the Agreement, develop an Implementation Plan. The Implementation Plan will:

a) specify an Implementation Schedule, including:
   • project phases and timelines
   • the deliverables associated with each phase
   • the major activities for each deliverable

b) establish an effective monitoring and review and evaluation regime.

c) Stakeholders (voluntary)
   • Aboriginal regional alliances (Local Decision Making); and
   • NSW Aboriginal Land Council.

6. Outcomes
The parties will work towards the following outcomes:

a) Increased appropriateness and accessibility of business advisory, support and development for Aboriginal enterprises.

b) Increased awareness and clearer pathways for Aboriginal enterprises to access NSW Government procurement opportunities.

7. Roles and Responsibilities
In order to achieve the outcomes, the Parties agree to:

a) finalise the Implementation Plan within eight weeks of the commencement of the Agreement;

b) commit the resources (direct and in-kind) needed to successfully implement the Implementation Plan;

c) implement actions in accordance with the agreed Implementation Schedule;

d) work collaboratively and in good faith;

e) respect the roles of Aboriginal leaders in their communities and recognise that culture and traditions are the foundations upon which Aboriginal people manage Country and its resources;

f) ensure representatives with appropriate authority and delegation to participate on the Steering Committee; and

g) submit annual reports on the outcomes of the Agreement to relevant Ministers and the NSW Coalition of Aboriginal Regional Alliances (NCRA).
## 8. Commitments

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<th>Party</th>
<th>Programs/Initiatives/Policy</th>
<th>Commitment</th>
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| Aboriginal Affairs (AA) | • Aboriginal Economic Development Prosperity Framework | • Contribute one-off $100,000 funding to support NSW ICC’s participation in the Agreement. Funds to be used for non-recurrent activities only as negotiated between AA and the NSW ICC, and in the spirit of aims of the Agreement such as:  
  - Developing a strategic plan to ensure the long term sustainability and viability of the NSW ICC, and to align the NSW ICC with opportunities identified through the IBA. |
| NSW Indigenous Chamber of Commerce (NSW ICC) | • Incubate, support and advocate for Aboriginal business members | • increase alignment between NSW ICC, Training Services NSW and Small Business Engagement business advisory, support and skills development initiatives;  
• work with DFSI to develop and link the portal to NSW Procurement opportunities;  
• if the need is identified, support initiatives to increase Aboriginal suppliers in the NDIS market. |
| Department of Industry, Training Services NSW | • Aboriginal Enterprise Development Officer (AEDO) Program  
• The Way Ahead Aboriginal Peoples Mentoring Services  
• Smart and Skilled  
• New Careers for Aboriginal People and Aboriginal services | • increase alignment between NSW ICC, Training Services NSW and Small Business Engagement business advisory, support and skills development initiatives;  
• develop and package short courses/qualifications for Aboriginal businesses as appropriate; and  
• better align programs to support increased participation of Aboriginal owned business in NSW government procurement. |
| NSW Department of Industry, Small Business Engagement | • Advisors  
• Regional Roadshow Program | • ensure Aboriginal businesses and those thinking of starting a new business can access personalised high quality advisory services through Business Connect, including workshops to build skills and capacity;  
• promote Business Connect support, resources and Aboriginal case studies through NSW ICC and Small Business Engagement communication channels including e-newsletters and social media;  
• promote and maintain connections between Business Connect service providers and the NSW ICC to enhance cultural awareness;  
• work with Training Services NSW to seek ways that the Aboriginal Enterprise Development Officer program and the Business Connect program can collaborate to provide complementary support to Aboriginal businesses. |
| Department of Finance, Services and Innovation (DFSI) | • Aboriginal participation in procurement policy | • contribute one-off $40,000 funding to better direct NSW Government procurement opportunities towards Aboriginal businesses through an automated tailored service offered through the NSW ICC portal;  
• support development of ways for NSW Government agencies to streamline access to supply opportunities for Aboriginal suppliers. |
9. Dispute Resolution
If any dispute or issue arises between the Parties in relation to the Agreement, the Parties will endeavour to resolve the issue reasonably, expeditiously, amicably and in good faith, using the following procedures:

a) the Parties will seek to negotiate a resolution to the dispute at the operational level by the Contact Officers to the Agreement;

b) where Contact Officers are not able to resolve matters concerning the Agreement, each Party agrees that the matter will be escalated to an appropriate level to ensure prompt resolution of the matter; and

c) the Parties will continue to meet their obligations under the Agreement until the dispute or issue is resolved.

10. Duration and Amendment of Agreement
The duration of this agreement is two (2) years with renewal every year. The Agreement commences on the date on which it has been signed by both Parties.

11. Termination
The Agreement may be terminated by any Party to the Agreement by providing at least 28 days written notice to all other Parties.

12. General
The Agreement is not intended to be legally binding but is intended to operate as a memorandum of understanding between the Parties.
SIGNED for and on behalf of The NSW Government
by the Honourable Leslie Williams MP
Minister for Aboriginal Affairs

Signature

22 September 2016

Date

In the presence of:

Signature

Kathryn Rankin

Printed name of witness

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SIGNED for and on behalf of The NSW Government
by the Honourable (John) Giovanni Barilaro MP
Minister for Skills and Small Business

Signature

22 September 2016

Date

In the presence of:

Signature

Giovanna Savy-Rosmalen

Printed name of witness

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SIGNED for and on behalf of the NSW Indigenous Chamber of Commerce
by Debbie Barwick, Chairperson
NSW Indigenous Chamber of Commerce

Signature

6 October 2016

Date

In the presence of:

Signature

Linda Cottee

Printed name of witness