

Memorandum of Understanding (MOU)

between the

**District Council of Ceduna and key representatives of Indigenous
Communities across the Far West Region of South Australia**

(the communities)

and

**The Commonwealth of Australia
(the Commonwealth)**

1. Objectives

1.1 This MOU reflects the in-principle agreement by the communities (as defined under clauses 3.2 (a) and (b) of MOU) and the Commonwealth of Australia to trial an approach to reduce levels of community harm related to drug and alcohol abuse and gambling through the implementation of a Cashless Debit Card Trial (the Trial) for a period of twelve months.

2. Operation of this MOU

2.1 This MOU will come into effect from the date the last party signs it.

2.2 The MOU will expire on six months after the date that the proposed trial ends, unless otherwise agreed in writing by the parties.

2.3 The MOU is subject to the passage of legislation authorising a trial.

3. Parameters of the Trial

Start Date

3.1 Subject to the passage of legislation through the Parliament, the Trial would commence in the first quarter of 2016.

Geographical Boundaries

3.2 For the purposes of the Trial and for this MOU, the Ceduna Region is defined by;

- a) the town of Ceduna, meaning the area of the District Council of Ceduna as defined in accordance with the *Local Government Act 1999 (SA)*; and
- b) the surrounding region of Ceduna which is composed of and limited to the Australian Bureau of Statistics' 2011 Australian Statistical Geography Standard (ASGS) Statistical Area Level 1s (SA1) of 40601113409, 40601113410, 40601113501 and 40601113502.

3.3 The area of the Ceduna Region is represented by the map at [Appendix A](#).

Trial Participants

- 3.4 The Trial would apply to all recipients of working age payments who reside in the Ceduna Region. Those on the Aged Pension and wage earners will be able to volunteer to participate in the trial.

The Debit Card

- 3.5 Trial participants would receive a cashless debit card (connected to a mainstream payment platform such as Visa/MasterCard or EFTPOS).
- 3.6 Social security payments placed onto the cashless debit card will not be able to be used to purchase alcohol or gambling products or be available as cash.

Where the Debit Card can be used

- 3.7 With the exception of those selling alcohol and/or gambling products, all merchants in Australia will be able to accept payments made with a cashless debit card. Merchants selling alcohol or gambling products in addition to other products may be able to accept payments provided they enter into a contract confirming that they will not allow alcohol or gambling products to be purchased using the cashless debit card.

Proportion of payments placed onto the card

- 3.8 Eighty percent of all regular payments and 100 per cent of arrears payments and lump sum payments would be placed into a trial participant's cashless debit card account. The remaining payments would continue to go into a participant's existing bank account.
- 3.9 The Minister for Social Services may vary the maximum amount of working age income support payments to be restricted at a community level if it is determined to be required.

4 Community Panel

- 4.1 The Minister for Social Services may authorise a local community panel to work with individuals who request that a lower proportion of their social security payments be restricted.
- 4.2 A community panel could lower a person's restricted percentage from the commencement of the trial, in effect starting an individual on a lower percentage than the default 80 per cent if the community panel were to deem that the person is adhering to the communities' expectations (as specified in the guidelines).
- 4.3 The local community panel may, on application by an individual participating in the Trial, direct the Department of Human Services to restrict a lower proportion of the trial participant's (or voluntary participant's) social security payments (although not less than 50 per cent).
- 4.4 The local community panel may revoke its direction to the Department of Human Services and in so doing, return the trial participant's (or voluntary participant's) social security payments restricted proportion to the default 80 per cent rate.

4.5 The terms of reference and guidelines of the community panel will be determined by the Working Group.

5 Community Support Package

5.1 To support the implementation of the Trial, the Commonwealth Government will work with the South Australian Government and community signatories to look at the current services being provided with a view to delivering a tailored package of additional assistance. The package will aim to support individuals and Indigenous communities to tackle their dependence on drugs and alcohol and to improve individual and community capabilities and opportunities.

5.2 The support package may cover the thematic areas of:

- a) Substance abuse, rehabilitation support and diversionary activity services
- b) Financial counselling and transitional support
- c) Economic development including training and employment
- d) Early childhood
- e) Community safety

6 Establishment of Working Group

6.1 For the purposes of providing ongoing consultation regarding the implementation and monitoring of the trial a Working Group will be established. The membership of the working group shall be the most senior managers of the Community signatories to the MOU and the nominees of the Commonwealth.

7 Commonwealth's Obligations

7.1 The Commonwealth agrees to the following:

- a) To progress legislation to allow the trial to commence.
- b) Ongoing engagement with the community through the Working Group on:
 - i. Operational arrangements for the trial and the community panel
 - ii. Arrangements for evaluation of the trial, including collection of base line data as recommended by the Working Group
 - iii. Improvement in communications technology for communities.

8 Communities' Obligations

8.1 The Communities agree to the following commitments:

- a) To continue to work with the Commonwealth in the lead up to implementation of the trial on:

- i. Operational arrangements for the trial and local community panel
 - ii. Arrangements for evaluation of the trial, including collection of base line data as recommended by the Working Group
- b) Assist Commonwealth Government in preparation and distribution of information and education materials for community members and retailers on the proposed details of the trial, including relevant implementation arrangements
 - c) Provide the Commonwealth Government with updates and alerts of local issues that might impact on the trial
 - d) To raise matters appropriately with the governing bodies of each of the separate Community organisations.

9 Disputes

9.1 Any dispute arising with respect to the interpretation or implementation of this arrangement will be settled amicably through the Working Group by mutual consent.

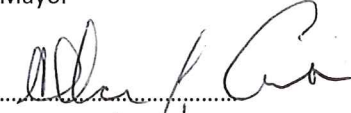

10 Process for amending MOU

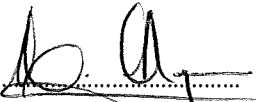
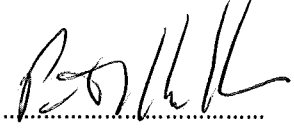
10.1 The MOU may be amended by written agreement between the parties.

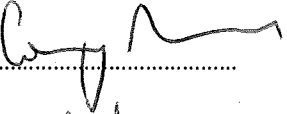
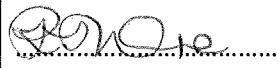
11 Signatures

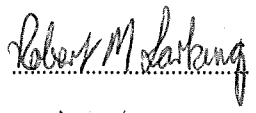
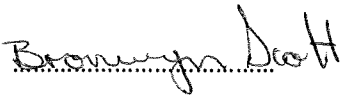
11.1 The parties agree to the terms of this MOU.

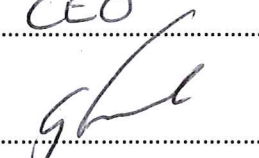
Signed by:



SIGNED for and on behalf of District Council of Ceduna Council			
Name (print):	Mr Allan Suter	Name (print):	Mr Geoffrey Moffatt
Position (print):	Mayor		
Signature:		Signature:	
Date:	4/8/15	Date:	4/8/15

SIGNED for and on behalf of Ceduna Aboriginal Corporation			
Name (print):	Mr Michael Haynes	Name (print):	Mr Peter Miller
Position (print):	CEO		
Signature:		Signature:	
Date:	4.08.15	Date:	04/8/2015


SIGNED for and on behalf of Koonibba Community Aboriginal Corporation			
Name (print):	Mr Corey McLennan	Name (print):	Ms Kevina Ware
Position (print):	CEO		
Signature:		Signature:	
Date:	04/08/2015	Date:	04-08-2015

SIGNED for and on behalf of Scotdesco Aboriginal Corporation			
Name (print):	Mr Robert Larking	Name (print):	Ms Bronwyn Scott
Position (print):	CEO		
Signature:		Signature:	
Date:	4/08/2015	Date:	4-8-2015

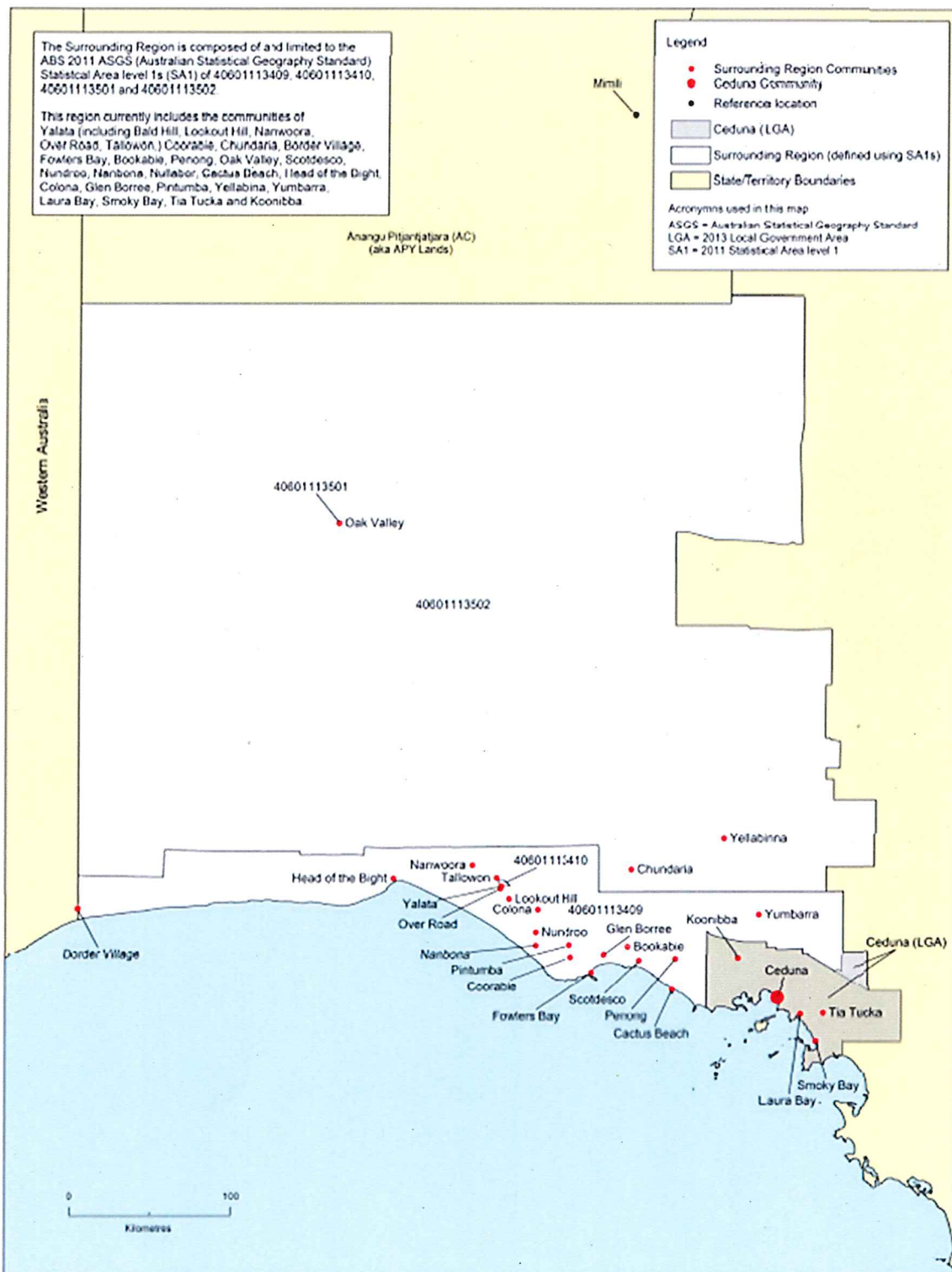
SIGNED for and on behalf of Yalata Community Inc			
Name (print):	Mr Greg Franks	Name (print):	Ms Maureen Smart
Position (print):	CEO	Signature:	Maureen Smart (OAM)
Signature:		Date:	4 Aug 2015
Date:	4 Aug 2015		

SIGNED for and on behalf of Oak Valley (Maralinga) Inc/ Maralinga Tjarutja			
Name (print):	Ms Sharon Yendall	Name (print):	Mr Roger Williams
Position (print):	Ag General Manager	Signature:	Roger Williams
Signature:		Date:	4/8/15
Date:	4/8/15		
Name (print):	Mr Keith Peters		
Position (print):	Chair		
Signature:			
Date:	4/8/15		

Signed by the Commonwealth

SIGNED for and on behalf of the Commonwealth of Australia as represented by:	The Hon Alan Tudge MP, Parliamentary Secretary to the Prime Minister
Name (print):	Mr Alan Tudge
Position (print):	Parliamentary Secretary to the Prime Minister
Signature and date:	 ----- 4.8.15

Ceduna and the Surrounding Region



Based on ASGS 2011 Statistical Area level 1 (SA1) and 2013 Local Government Area (LGA) boundaries. Boundaries sourced from the Australian Bureau of Statistics

Authorised by Welfare Payments Reform Branch, DSS
 Produced by the Data and Mapping Branch, DSS
 Published on 21 May 2014
 Map is for illustrative purposes only
 Ref. DR7930
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