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## FEEDBACK – MULTILATERAL AGREEMENT

| **Comments by Clause** | **Organisation/States commenting** | **Commonwealth response** | **Revision to NLAP Official Draft?** |
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| **Preliminaries** |
| 1. **Clause X** [insert Clause number in order of appearance in the multilateral agreement].

[Insert or summarise comments] | [List States] | [Agree/Disagree/Noted + comments as appropriate] | [Yes/No + comments or revised Clause as appropriate] |
| No proposed feedback from CLCs Australia |  |  |  |
| **Part 1 - Formalities** |
| No proposed feedback from CLCs Australia |  |  |  |
| **Part 2 – Objectives, outcomes and outputs** |
| No proposed feedback from CLCs Australia |  |  |  |
| **Part 3 – Roles and responsibilities of each party** |
| **Clause 25 (d)**Refer to the comments provided under Schedule D. Although there is no objection to provide data on an annual basis. The type and level of data may not be able to be provided without system change and change management – even if we consider it a good idea to provide the data sought in the first place.**Proposed new wording:**(d) ~~providing, on an annual basis~~, **ensuring legal service providers are collecting** legal assistance service data in accordance with Schedule D; |  |  |  |
| **Clause 26**The ability of a State to delegate responsibilities to a legal assistance provider should be limited to those States where that is already the case. The States should not be able to delegate the leading and conducting of jurisdictional and local collaborative service planning **Proposed new wording:**“Where a State already (as at 1 January 2020) delegates administration of Commonwealth funding for Community Legal Centres to a legal assistance provider, it may continue to do so, in consultation with that legal assistance provider”.  |  |  |  |
| **Clause 28**See comments on Clause 26**Proposed new wording:**“The Commonwealth’s preference is that States’ roles and responsibilities not be delegated to a legal assistance provider. If a State chooses to **continue to** delegate it’s roles and responsibilities to a legal assistance provider…” |  |  |  |
| **Part 4 – Performance monitoring and reporting** |
| **Clause 32 (Note this data is aggregated at the State level)**[Need to confirm this with CLASS team]**Clause 32(a):** CLASS Reports N02 and C03N02 provides the data required as a count of **services** (not of clients). CO3 provides the client counts (not percentages).**Clause 32(b)(i):** CLASS Report S05**Clause 32(b)(ii):** CLASS Report S01**Clause 32(b)(iii):** CLASS Report N03.1**Clause 32(b)(iv):** CLASS Report C03**Clause 32(c)**There is no CLASS report that can produce this at the State level. The report can be run by a Centre at the local level. The States would need to aggregate these reports without a system change.**Clause 32(d)**No CLASS report available at the State level.CLASS does have a field called **Target Audience Type** that has the following drop down options:*Community Group**Demographic/ Geographic Group**Government Agency**Non-Legal Service Provider**Other Legal Service Provider**Other Stakeholders*It is unclear how these may or may not map to the counts required under 32(d)(i) and (ii). |  |  |  |
| **Clause 33**There is no mention on what process might be used to reach agreement.**Proposed new wording:**National performance may be agreed by the Parties **in consultation with the legal assistance sector**, from time to time, and set out in a schedule for that purpose. |  |  |  |
| **Clause 42**Are there any concerns with the Jurisdictional Performance Reports being made public? I know the ATSILS are concerned. |  |  |  |
| **Part 5 – Financial arrangements** |
| [Please let me know of any specific concerns with the funding amounts – I know they aren’t enough! – more that the SACS ERO is in fact rolled in] |  |  |  |
| **Clause 54**Do we want this to apply to all funding not just Commonwealth funding?Do we want to say the preference should be for fiv year funding agreements? |  |  |  |
| **Clause 55**Do we want this to apply to all funding, not just Commonwealth funding? |  |  |  |
| **Clause 56(b)**Collaborative service planning should not be used to determine funding allocations of existing funds. Allocation of new and additional funding should be informed by collaborative service planning.**Clause 56(b) should be struck out.** |  |  |  |
| **Clause 62**[find definition of family and/or family violence related matters as it was understood under current NPA] |  |  |  |
| Consult with NATSILS on Clauses 66 to 71 |  |  |  |
| **Clause 69**The word “or” at the end of Clause 69(a) should be struck out. Reallocation of Commonwealth baseline funding for Aboriginal and Torres Strait Islander Legal Services should only be considered when the threshold issues of clause 69(a) are met. The alternative of clause 69(b) should only be considered when the requirements of clause 69(a) have been met. |  |  |  |
| **Clause 73**This clause should be linked to Clause 53. Although we support the States retaining Commonwealth funding under NLAP it should remain quarantined for the purpose for which it was provided. |  |  |  |
| **Part 6 – Governance arrangements** |
| **Clause 90**Consult with NATSILS on clause 90(a), 90(b) and 90(n) |  |  |  |
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| **Schedule A – Commonwealth priorities** |
| **Clause A19**This clause is problematic as outlined in our feedback to the NLAP discussion paper.  |  |  |  |
| **Clause A20****Clause A20(b)**The words “or unduly influence a Commonwealth administrative, legislative or policy decision” should be struck out. |  |  |  |
| **Clause A21**Law and policy reform should not be seen as antithetical to front line service delivery. This clause should be struck out. Discrete services for clients and systemic change work go hand in hand in delivery access to justice efficiently to a broader range of people. |  |  |  |
| **Schedule B – Collaborative Service Planning** |
| **Clause B4****Proposed new wording:**Collaborative service planning processes will not be responsible for making funding distribution decisions to legal assistance providers. These processes may be used by the States to inform these decisions **for new and additional funding only.** |  |  |  |
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| **Schedule C – Legal Assistance Strategy and Action Plan** |
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| **Schedule D – Legal Assistance Service Data** |
| We refer to our feedback on the NLAP Data Requirements Paper. We oppose the provision of unit level data at this stage. |  |  |  |
| **Clause D12**CLASS is not able to provide unit level data at the State or National level without a system change and a change management process, including change of service level user agreements. This can only be done at the Centre level. The State governments will be required to collect the reports from each Centre. |  |  |  |

## FEEDBACK – BILATERAL SCHEDULE

| **Comments by clause** | **State/s commenting** | **Commonwealth response** | **Revision to NLAP Official Draft?** |
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| **Part 1 - Formalities** |
| **Clause x** [insert Clause number in order of appearance in NLAP Official Draft].[Insert or summarise comments] | [List States] | [Agree/Disagree/Noted + comments as appropriate] | [Yes/No + comments or revised Clause as appropriate] |
| No feedback from CLCs Australia |  |  |  |
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| **Part 2 – State specific reporting and measurement** |
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| **Part 3 – Financial arrangements** |
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| **Part 4 – Other conditions** |
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| **Part 5 – Sign off** |
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