Statements of Intent

The Statements of Intent are a series of statements about how organisations plan to do business together. The Statements build on the Principles to Collaborate through identifying the intent of the parties as regards 21 business-related issues that need to be considered in a proposal to provide integrated service delivery.

The Statements of Intent are intended to set the ground rules for a wide variety of collaborative efforts between jurisdictions and agencies within jurisdictions. In other words, the primary goal of the Statements of Intent is to facilitate and speed the formation of working arrangements between agencies and jurisdictions as the need arises.

1. Governance and Review of Agreement

1.01 Parties agree that the Online Council of Ministers is responsible for maintaining the currency of this Framework. As such, the Online Council, or their delegates, will periodically review and update this Framework.

1.02 The Parties agree that the governance of this agreement will be undertaken by a Management Committee. The Management Committee will comprise a nominated Delegate (and Alternative) from each of the Parties involved in a specific agreement.

1.03 The Parties agree that each Delegate appointed to the Management Committee for a specific agreement will appoint a Project Manager for the purpose of administering the specific agreement on behalf of their organisation.

1.04 The Parties agree that, apart from any specific obligations, the Management Committee shall generally undertake the management of agreements in accordance with the Australian National Audit Office's "Public Sector Governance-Better Practice Guide" and relevant principles set out in Australian Standards AS 8000, 8001, 8002, 8003, 8004-2003 'Corporate Governance - Good Governance Principles', as updated from time to time.

2. Roles and Responsibilities

2.01 Parties agree to make explicit both joint and individual roles and responsibilities in any specific collaborative project/initiative.

2.02 In the absence of a whole-of-government agreement on governance, the Parties agree that a Management Committee appointed for a specific project/initiative agreement will be responsible for:

- determining the terms and conditions for specific project/initiative agreements, including appropriate fee structures;
- developing and implementing rules of governance for the management of specific project/initiative agreements;
- identifying all necessary controls and procedures which need to be instituted in relation to specific project/initiative agreements; and
- identifying the policies, protocols and operational procedures which need to be established by Project Managers for the administration of specific project/initiative agreements.

2.03 The Parties agree that Project Managers appointed for a specific agreement will be responsible for the administration of specific agreements as identified by the relevant Management Committee. Project Managers will identify and administer the policies and procedures for:
National Collaboration Framework

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• data ownership, definition, access and transfer protocols;
• data quality and integrity standards;
• management of information;
• protection of information;
• technical standards for information transfer/access;
• authentication of data by receiving Party;
• operating infrastructures and transmission protocols;
• quality assurance systems;
• performance control system; and
• performance audits.

3. Performance Management

3.01 Parties agree to establish performance management and performance guarantee mechanisms as part of the specific/project initiatives.

3.02 Parties agree that performance management and guarantee mechanisms shall incorporate service level agreements and performance agreements that are equitable and mutually beneficial.

4. Risk Management

4.01 Parties agree to apply and comply with AS/NZS ISO 31000:2009 "Risk management – Principles and guidelines".

5. Reporting

5.01 Parties agree to integrated management reporting arrangements to meet the needs of all Parties with a view to not unduly burdening parties with duplicate or complicated reporting.

5.02 Parties agree, to the extent possible, to cooperate and provide information to "business as usual" financial reporting requirements of other Parties within the scope and purpose of the collaboration. Parties agree to be explicit about those financial reporting requirements at the start of an initiative.

6. Audits

6.01 Parties agree to cooperate with auditing requirements of individual agencies within the scope and purpose of the collaboration. Parties further agree to be explicit about those audit requirements at the start of any initiative.

7. Indemnity and Liability

7.01 Parties agree to take a proactive approach to indemnity and liability by putting in place quality assurance and risk control measures at the outset of any collaborative effort that ensure at least minimum agreed levels of service.

7.02 The cooperating agencies agree that legal recourse will only be used as a last resort to resolve any failures under the agreement.

8. Dispute Resolution
8.01 Parties agree that dispute resolution will be kept at the lowest, most informal level practicable and will incorporate alternative dispute resolution procedures such as mediation. Where mediation is used, an independent mediator agreeable to all parties will be appointed.

8.02 Parties agree that dispute resolution processes will be pre-agreed and documented, and will be compatible with governance structures.

9. Branding

9.01 Parties agree that the focus of branding will be on the service rather than individual agencies, although individual agencies may be acknowledged.

9.02 Notwithstanding clause 9.01, parties agree that individual agency or jurisdiction specific branding requirements will be resolved with an emphasis on the needs of the customer.

10. Privacy

10.01 All parties recognise that in a collaborative arrangement the protection of private information (personal, sensitive and confidential) relies upon all collaborative parties protecting privacy with regard not only to their individual agency obligations but also having regard to the whole system.

To this end:

10.02 All Parties undertake to maintain the privacy of data provided to them by another party according to the requirements of the party providing the information.

10.03 Parties agree that special provisions can be made for the protection of personal information to reflect the needs of specific projects/initiatives. These should be specified in a Project/Initiative Specific Agreement.

10.04 Parties agree, where nothing else is in place, to comply with the Privacy Act 1988 and the Australian Privacy Principles set out under the Act.

10.05 Parties agree to work together to ensure that the entire integrated service, not just the component parts, minimises the level of effort required by and intrusion upon the customer in the collection of personal information.

10.06 Parties agree to ensure that when an agent/third party deals with personal or confidential information (including gaining consent, collecting, handling or storing information), they must comply with the owning agency’s privacy regime.

10.07 Parties agree to take all reasonable steps to ensure that information collected is accurate, complete, up-to-date, not misleading and relevant to the purpose for which it is intended.

10.08 Parties agree to ensure that organisations will develop an effective privacy compliance regime including ensuring all those who may come in contact with personal information as part of the integration effort are competent to meet privacy requirements. This includes collectors/owners of personal information, service providers and agents.
11. Confidentiality

11.01 All Parties undertake to maintain the confidentiality of data provided to them by another party according to the requirements of the party providing the information.

11.02 Parties agree that special provisions can be made to ensure the confidentiality of information to reflect the needs of specific projects/initiatives. These should be specified in a Project/Initiative Specific Agreement.

12. Security

12.01 All Parties recognise that in a collaborative arrangement the protection of information assets relies upon all collaborative Parties implementing appropriate and agreed levels of security to preserve the confidentiality, integrity and availability of information. Individual agencies are obliged to have regard to the whole system and not just to their own requirements.

12.02 All Parties undertake to maintain the security of data provided to them by another party according to the requirements of the party providing the information.

12.03 Parties agree that special provisions can be made regarding security to reflect the needs of specific projects/initiatives. These should be specified in a Tier 4 Project/Initiative Specific Agreement.

12.04 As a minimum, Parties agree to meet the following Australian Standards for information security or their equivalent:


13. Complaint and Query Handling

13.01 Parties agree that the handling of customer complaints and queries must be customer focused and that complaint handling processes provide complainants with clear and timely resolution.


13.03 Parties agree to manage complaints in an integrated fashion to minimise the need for customer intervention after the first point the complaint/query is filed.

13.04 Parties agree to ensure a complete and integrated complaint resolution process, covering the complete complaint resolution life-cycle, is put in place up front between all Parties detailing:

- the information that must be collected and passed between partners to both facilitate the complaint handling process and minimise the need for repeated customer intervention;
- the timing of the passing of information; and
- the coordinating procedures required between parties to ensure the progress of complaint resolution can be monitored and facilitated.
13.05 Parties agree to make available the complaint resolution process to the complainant when the complaint is made.

13.06 Parties agree to work together to prevent further complaints by identifying why complaints or queries have arisen and jointly determining what can be done to resolve them.

13.07 Parties agree to ensure all potential handlers of complaints, whether an employee of a party or of an agent, are trained in the manner in which the interaction with the customer should be conducted and in an appropriate manner.

14. General Staff Training

14.01 The cooperating agencies agree to jointly scope and determine in advance training associated with any integration effort. The parties will be jointly responsible for ensuring staff are trained.

15. Business Case

15.01 Parties recognise that having a sound business case for collaboration contributes to the overall stability and integrity of the integration effort.

15.02 Parties agree that individual business cases will provide the basis for involvement in the collaboration, will demonstrate each party's contribution toward a jointly agreed outcome, and will be open and transparent to all collaborating parties.

16. Costings

16.01 The cooperating agencies agree that the basis of each party's costs should be transparent to the extent that transparency requirements do not become administratively onerous.

17. Intellectual Property

17.01 Parties agree that intellectual property shall be enunciated in individual agreements.

17.02 Parties agree that pre-existing intellectual property will be recognised and respected under this agreement and will only be used as authorised by the owner of the intellectual property as permitted under law.

18. Stakeholder and Customer Consultation

18.02 Parties agree that stakeholders will be consulted during design, development and post implementation and that the consultation will be tailored to match the magnitude, diversity and nature of the integration.

18.03 Cooperating agencies agree that pre-existing customer and stakeholders forums will be used where appropriate to undertake the consultation.

19. Information Management

19.01 Parties agree to use the standards set out in the Commonwealth, State and Local government interoperability frameworks as the basis for exchanging data.

19.02 Parties agree to design data collection and management processes to minimise unnecessary duplication and compliance costs.

19.03 To ensure the integrity of the data, Parties agree that data will only be sourced from the Owner Agency, and will not be used by the service delivery agency for any other purpose.

19.04 Parties agree that the service provider, at point of contact, must confirm identity according to specifications agreed between all parties during the service design.
20. Data Quality and Access

20.01 Parties agree to collaboratively develop equitable and transparent arrangements that assure data quality and access.

21. Termination

21.01 Agreements will specify how the project/initiative can be terminated by the parties to the agreement.