National Collaboration Framework

Collaborative Head Agreement

[insert name of party]
[insert name of party]
Collaborative Head Agreement

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Date
[insert the date the last party signed this agreement]

Parties

Name [insert name of party]

Name [insert name of party]

Background

A In March 2002, the Online and Communications Council set as a priority the better integration of service delivery across all jurisdictions of government. The overall aim was to relieve customers of the need to understand what element of an overall service is delivered by which agency and to improve the overall effectiveness and efficiency of government.

B The National Collaboration Framework (NCF) was created to assist government agencies to work collaboratively to provide the processes and tools that will increase the ability of agencies to deliver improved services to customers.

C The Cross Jurisdictional Chief Information Officer Committee (CJCIOC) agreed that the NCF needed to be reviewed and simplified to improve its usability for government agencies.

D The end result is a simplified NCF that includes a five tiered approach for Government agencies to follow when seeking to collaborate. Tier 1 involves establishing overarching Principles to collaborate that identify vision, value, scope, cost, benefits and security that guide the integration of services. Tier 2 involves agreement on statements about how organisations plan to do business together. Tier 3 is a Collaborative Head Agreement (CHA) representing commitment to those elements that apply to multiple projects across a jurisdiction/s. Tier 4 involves parties creating project specific agreements. Tier 5 provides templates, checklists, guidelines etc. specific to collaborative service delivery. The Parties have agreed that the terms and conditions contained in this Collaborative Head Agreement and a Project Agreement will govern each Project.
Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Collaborative Head Agreement, except where the contrary intention is expressed, the following definitions are used:

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<td><strong>Acceding Party</strong></td>
<td>an Agency who executes an Acknowledgement of Accession to be admitted as a new Party to this Collaborative Head Agreement.</td>
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<td><strong>Acknowledgement of Accession</strong></td>
<td>an acknowledgement in the form at Schedule 3 or other document agreed by the relevant Parties that enables a person to become a party to this Collaborative Head Agreement.</td>
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| **Agency**                  | (a) a body corporate or an unincorporated body established or constituted for a public purpose by Commonwealth, State or Territory legislation, or an instrument made under that legislation (including a local authority);  
                              | (b) a body established by the Governor-General, a Governor, an Executive Council or by a Minister including departments; or  
                              | (c) an incorporated company over which the Australian Government, State or Territory Government exercises control. |
| **Alternative**             | a person appointed under clause 12.3(a)(ii) and whose position is identified in Schedule 2. |
| **AusTender**               | the online tendering system for the Australian Government, located at [www.tenders.gov.au](http://www.tenders.gov.au). |
| **Australian Government**   | the government of the Commonwealth of Australia. |
| **Business Case**           | a business case prepared by the Parties in accordance with clause 13.2. |
| **Business Custodian**      | the person(s) responsible for ensuring that standards, planning, processes and quality assurance are in place to support accurate delivery and use of the Data. |
| **Business Day**            | any day that is not a Saturday or Sunday or a State or Territory public holiday or a national public holiday, and a 'State or Territory public holiday' is a proclaimed holiday for a particular State or Territory and a 'national public holiday' is an Australian Government public service holiday throughout Australia promulgated in the Australian Government Gazette. |
Collaboration Resource Kit

the reservoir of templates, checklists, guidelines and the like that are specific to collaborative service delivery.

Collaborative Head Agreement or CHA

this document and its Schedules, as amended from time to time in accordance with this Collaborative Head Agreement, and any other documents expressly identified in this document as forming part of the Collaborative Head Agreement.

Commencement Date

the date on which this Collaborative Head Agreement commences, as specified in item A of Schedule 1.

Confidential Information

information that is by its nature confidential; and

(a) is designated by a Party as confidential and is described in Schedule 4 of this Collaborative Head Agreement or in Schedule 9 of a Project Agreement; or

(b) a Party knows or ought to know is confidential,

but does not include:

(c) information which is or becomes public knowledge other than by breach of the Collaborative Head Agreement or any other confidentiality obligation.

Consent

a consent obtained in accordance with clause 20.4.

Contributions

the cash and in-kind contributions by a Project Party to the Project in accordance with the requirements set out in a Project Agreement.

Customer

a person who receives the benefit of a service, product or Data performed or provided as a result of the performance of a Project.

Data

any record, material, data, documents or Information.

FOI Law

Law relating to freedom of information.

Identity Specifications

the method and details for authenticating a Project Party's identity set out in the Project Details or Schedule 3 of a Project Agreement.

Information

includes any information developed, received or collected by, or on behalf of, the Australian Government through its agencies and contractors. In this context, 'information' is defined functionally to include:

(a) information that citizens need to understand their rights, entitlements and obligations;

(b) information in the government needs to plan, participate, manage and deliver services and programs for the benefit of individual citizens, as well as the Australian community as a whole;

(c) information that government needs to participate and position itself in the global community and economy;

(d) information that government needs to plan for, manage and support national security activities designed to protect the Australian community; and
information that public servants and stakeholders need to be able to do their jobs and fulfill their roles within both agency and whole-of-government contexts.

**Initial Term**
the term specified in item B of Schedule 1.

**Intellectual Property Rights or IPR**
copyright (including future copyright), trade marks (registered and unregistered), industrial designs and patents (whether registered or registrable), semiconductor and circuit layout rights, trade, business and company names, trade secrets, or any other proprietary rights, and any rights to registration of those rights, whether created before or after date of the Collaborative Head Agreement, and whether existing in Australia or elsewhere.

**Law**
any applicable statute, regulation, by-law ordinance or subordinate legislation in force from time to time in Australia, whether made by a State, Territory, the Australian Government, or a Local Government, and includes the common law as applicable from time to time, and any applicable industry codes of conduct.

**Local Government**
a legally constituted local government authority established under State or Territory legislation.

**Management Committee**
the committee established under clause 12 to manage the implementation of the Collaborative Head Agreement, the Project Agreement(s) and the Collaboration Resource Kit.

**Minister**
(a) in relation to the Australian Government, means a Minister of State of the Commonwealth;
(b) in relation to a State, means a Minister of the Crown of that State;
(c) in relation to the Northern Territory or the Australian Capital Territory, means a person holding ministerial office within the meaning of their self government legislation; or
(d) in relation to Local Government, means a Minister for Local Government.

**National Collaboration Framework or NCF**
the National Collaboration Framework, which is a suite of documents and tools to assist agencies through collaborative processes to deliver better services.

**Objective**
the objective of the CHA, as set out in clause 2.

**Online and Communications Council**
the body which operates as the peak ministerial forum across Australian, State, Territory and Local Governments for consultation and coordination on the information economy.

**Original Service Provider**
in relation to a particular Customer, means the person providing a service to the Customer and which holds the original Data relating to that Customer.

**Party**
a party to this Collaborative Head Agreement listed in Schedule 1.

**Personal Information**
has the same meaning as set out in section 6 of the *Privacy Act*
Personnel employees, officers, agents and subcontractors.

Physical Custodian an Agency or section of an Agency that collects, uses, stores and maintains the Data on behalf of a Business Custodian.


Project development of a discrete service to be carried out in accordance with the requirements set out in a Project Agreement.


Project Details the details for a Project as set out in Schedule 1 of a Project Agreement.

Project Manager the person performing this role as set out in item D of the Project Details of a Project Agreement.

Project Parties in relation to a Project means the parties to that Project and the relevant Project Agreement.

Representative a person appointed under clause 12.3(a)(i) and whose position is identified in Schedule 2.

Schedule any of Schedule 1 to Schedule 4 to this Collaborative Head Agreement (as the context requires) all of which form part of this Collaborative Head Agreement.

Statements of Intent the agreed business basis to collaborate across multiple initiatives included in the Collaboration Resource Kit.

Steering Committee a committee established under clause 15 of a Project Agreement.

Term the Initial Term plus any extension exercised in accordance with clause 5.3.

Tier 1 the Principles to Collaborate.

Tier 2 the Collaborative Head Agreement.

Tier 3 the Project Agreements.
1.2 Interpretation

In this Collaborative Head Agreement, except where the context otherwise requires:

(a) the singular includes the plural and vice versa, and a gender includes other genders;

(b) another grammatical form of a defined word or expression has a corresponding meaning;

(c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to this Collaborative Head Agreement, and a reference to this Collaborative Head Agreement includes any schedule or annexure;

(d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;

(e) a reference to \textbf{A$}, \$A, dollar or $ is to Australian currency;

(f) a reference to time is to the time in the place where the obligation is to be performed;

(g) a reference to a party is to a party to this Collaborative Head Agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assignees and substitutes;

(h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

(i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(j) the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions,

(k) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day; and

(l) headings are for ease of reference only and do not affect interpretation.
2. **Objective**

The primary objective of this Collaborative Head Agreement is to facilitate collaboration between governments through various Projects for integrated service delivery in order to improve the:

(a) Agencies' delivery of services to Customers; and

(b) efficiency and effectiveness of government services.

3. **Principles to Collaborate**

Subject to the provisions of this Collaborative Head Agreement, the Parties agree to work and conduct Projects in a manner consistent with the Principles to Collaborate.

4. **Application of the Objectives and Principles to Collaborate**

If there is a difference in opinion relating to this Collaborative Head Agreement, the Parties will seek to resolve that difference in opinion by adopting a construction that would promote the Objectives and Principles to Collaborate.

5. **Duration of Collaborative Head Agreement**

5.1 **Initial Term**

This Collaborative Head Agreement begins on the Commencement Date and continues for the duration of the Initial Term unless terminated in accordance with clause 24.4.

5.2 **Review of Collaborative Head Agreement**

(a) The parties agree to conduct a review of this Collaborative Head Agreement and any Projects commenced under this Collaborative Head Agreement at least three months prior to the expiry of the Initial Term.

(b) The purpose of the review is to determine whether to extend the Initial Term of the Collaborative Head Agreement. As part of this review process, parties will:

(i) evaluate the effectiveness of the Collaborative Head Agreement and any Projects to date; and

(ii) consider whether any changes are required to the Collaborative Head Agreement or any Projects.

(c) Any specific requirements for the conduct of a review are set out in item C of Schedule 1.

5.3 **Option Period**

(a) The Initial Term may be extended with the unanimous agreement of the Project Parties for further period(s) specified in item D of Schedule 1 (each an **Option Period**).

(b) Any extension exercised in accordance with this clause 5.3 takes effect from the end of the then current Term.
6. Structure of Collaborative Head Agreement

6.1 Structure and priority
This Collaborative Head Agreement consists of, in order of priority:

(a) clauses 1 - 26 of this Collaborative Head Agreement;
(b) the Schedules to this Collaborative Head Agreement; and
(c) documents incorporated by reference into this Collaborative Head Agreement.

6.2 Prioritisation of Collaborative Head Agreement and Project Agreement
In the event and to the extent of any inconsistency between this Collaborative Head Agreement and any Project Agreement, the Project Agreement will take priority to the extent of the inconsistency.

7. Relationship between the Parties

7.1 Relationship between the Parties
The Parties agree that:

(a) the rights, duties, obligations and liabilities of the Parties are in every case, several and not joint or joint and several;

(b) nothing contained in this Collaborative Head Agreement constitutes any of the Parties as agent, employee, representative, partner or trustee of any other of them, or creates any agency, employment, representative relationship, partnership or trust for any purpose whatsoever; and

(c) except as otherwise specifically provided in this Collaborative Head Agreement, a Party does not have any authority or power to act for, or to create or assume any responsibility or obligation on behalf of, any other Party.

7.2 Major commitments
Each Party agrees to:

(a) diligently conduct its part of the Project and observe and perform its obligations and commitments set out in this Collaborative Head Agreement and any Project Agreement; and

(b) act in good faith with respect to the Collaborative Head Agreement and any Project Agreement and to advise the Management Committee of any circumstance of which it may be aware that may affect the viability of the Collaborative Head Agreement or any Project.
8. Admission of new Parties to the Collaborative Head Agreement
   (a) The Management Committee may from time to time by unanimous resolution decide to admit a new party to this Collaborative Head Agreement on terms determined by the Management Committee.
   
   (b) To be admitted as a new Party to this Collaborative Head Agreement, the prospective party must by Acknowledgement of Accession acknowledge the receipt of a copy of this Collaborative Head Agreement and confirm the provisions of this Collaborative Head Agreement as if it were a signatory to this Collaborative Head Agreement.

9. No legally binding agreement
   This Collaborative Head Agreement and, unless expressly specified to the contrary in a Project Agreement, each Project Agreement, do not create and are not intended to create legally binding obligations between the Parties.

10. Notification to Parties
    (a) Where applicable, Australian Government Agencies are subject to a number of specific requirements, which support internal and external scrutiny of its tendering and contracting processes. These may include:
        (i) the requirement to publish details of its agreements, Australian Government contracts and standing offers with an estimated liability of $10,000 or more on AusTender; and/or
        (ii) the requirement to report a list of contracts valued at $100,000 or more and identify confidentiality requirements in accordance with the Senate Order on Department and Agency Contracts.
    (b) Parties should also note that the Parliament and its committees have the power to require the disclosure of Australian Government contracts and contract information to enable them to carry out their functions.
    (c) The Parties agree to comply with any applicable State, Territory or Commonwealth government arrangements or processes in relation to the disclosure of contracts and contract information.
    (d) Any disclosure requirements additional to those specified in this clause 10 are set out in Schedule 3 to a Project Agreement.

11. Procurement
    (a) This Collaborative Head Agreement is not a procurement for the purposes of the Commonwealth Procurement Rules.
    (b) Where applicable, each Party will comply with the legislation and procurement policies, guidelines and rules relevant to their respective jurisdiction.
12. Governance of Collaborative Head Agreement

12.1 Establishment of Management Committee
The Parties agree that this Collaborative Head Agreement will be managed by a representative body known as the Management Committee.

12.2 Role of Management Committee
(a) The Parties agree that the Management Committee will be responsible for the governance and strategic management of the Collaborative Head Agreement which includes:
   (i) identifying issues or responding to issues raised by Parties that may impact on the Collaborative Head Agreement and identifying and implementing proposed solutions; and
   (ii) admitting new parties to the Collaborative Head Agreement.

(b) The Parties agree that, apart from any specific obligations, the Management Committee will generally undertake the management of the Collaborative Head Agreement 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.

(c) The Management Committee is also responsible for the implementation of the Statements of Intent, the Project Agreement(s), and the Collaboration Resource Kit.

12.3 Appointment of Representatives and Alternatives
(a) The Party or Parties from each jurisdiction may appoint at any time with notice in writing to the other Parties:
   (i) a Representative to represent the Party's or Parties' interests in connection with matters arising under this Collaborative Head Agreement; and
   (ii) an Alternative, for each Representative, to represent that Party's or Parties' interests in connection with matters arising under this Collaborative Head Agreement in place of the Representative.

(b) The Parties agree that the Representatives and Alternatives do not have to be an employee of a Party.

12.4 Organisation of Management Committee
(a) The Management Committee will comprise Representatives (or Alternatives) appointed by each of the Parties.

(b) The Parties agree that unanimous decisions of the Management Committee will oblige each Party.

(c) If a Party withdraws or is discharged from this Collaborative Head Agreement or ceases to be a Party to this Collaborative Head Agreement for any reason, then its Representative or Alternative immediately ceases to be a member of the Management Committee.

12.5 Conduct of Management Committee
The Management Committee will be conducted in accordance with Schedule 2.
Part 2 - Forming a Project

13. Pre-Project obligations

13.1 Pre-Project obligations
The Parties agree that a Project will not commence unless the Parties have completed the pre-Project obligations in this clause 13.

13.2 Business Case
(a) Parties agree that Projects will be developed on the basis of an analysis of overall costs and benefits.
(b) Parties agree to prepare a Business Case in relation to a Project which will include:
   (i) a full analysis of costs and benefits, both tangible and intangible, real and imputed, capital and recurrent; and
   (ii) consideration of the accrual of costs and benefits for the whole-of-government and individual Agencies and how imbalances will be addressed.

13.3 Identification of specific Project issues
The Parties agree to work together to identify any specific requirements to reflect the needs of a Project, including in relation to the protection of Personal Information, security of Data and Confidentiality and that these will be set out in Schedule 3 to the Project Agreement.

14. Forming a Project Agreement

14.1 General
The Parties agree to undertake any Project in accordance with this Collaborative Head Agreement and the relevant Project Agreement.

14.2 Approval of the Project Agreement
The Management Committee is responsible for approving or rejecting the terms of a Project Agreement and the Project Parties.

14.3 Project Agreement
A Project Agreement is formed:
(a) following approval of the terms of the agreement in accordance with clause 14.2; and
(b) on execution of the Project Agreement.
15. Project Management

15.1 General

(a) The Parties agree that each Project will be managed by a Steering Committee which may comprise representatives appointed by the Project Parties for that Project.

(b) The Management Committee may, at its option, nominate a representative to sit on a Steering Committee.

15.2 Project reporting

Steering Committees must provide quarterly and annual reports to the Management Committee on progress with the Project, including key achievements, significant problems encountered and measures taken or planned to be taken to resolve them.
Part 3 - General obligations and clauses

16. Branding
   (a) Parties agree that:
       (i) the focus of branding will be on the service being provided to Customers rather than individual Parties, although individual Parties may be acknowledged; and
       (ii) a Party's branding requirements will be managed with an emphasis on the needs of the Customer.
   (b) The specific branding requirements for the Project will be set out in Schedule 3 to the relevant Project Agreement.

17. Accounting
   Each Party is responsible for keeping separate financial accounts which will record:
   (a) Contributions received by it in relation to each Project Agreement; and
   (b) all Contributions made and expenditure incurred by the Party in carrying out its obligations under this Collaborative Head Agreement and each Project Agreement.

18. Freedom of information
   Each Party agrees to comply with the FOI Law applicable in its jurisdiction.

19. Data management
   19.1 Standards and processes
       (a) Each Party agrees to use the standards set out in any available government interoperability framework applicable to their jurisdiction as the basis for exchanging Data.
       (b) The Parties will design Data collection and management processes to minimise unnecessary duplication and compliance costs.

   19.2 Accessing Data
       (a) To ensure the integrity of Data, the Parties agree that they will only source Data from the Original Service Provider, and will only use the Data for the purposes of a Project.
       (b) Each Original Service Provider agrees that when it receives a request from another Project Party for Data relating to a Customer, it will:
           (i) authenticate the identity of the requesting Project Party according to Identity Specifications; and
           (ii) confirm that the requesting Project Party has a Consent from the Customer which complies with clause 20.4.
19.3 Data quality and access
The Parties agree:
(a) to collaboratively develop equitable and transparent arrangements that assure Data quality and access; and
(b) that any arrangements for assuring Data quality and access will be set out in Schedule 2 to a Project Agreement.

19.4 Data custodianship
(a) Business Custodians must ensure that:
   (i) reported Information is in accordance with the objectives of government programs and policies; and
   (ii) Data is only held and released consistently with relevant legislative and policy requirements.
(b) Physical Custodians are directly responsible to Business Custodians for the physical preservation of the Data and for making the Data available in a form that meets user needs.

20. Privacy

20.1 General privacy requirements
(a) The Parties will maintain the privacy of Personal Information provided to them by another Party according to the requirements of the Party providing the Personal Information.
(b) The Parties agree that special requirements can be made for the protection of Personal Information to reflect the needs of a Project and will be specified in Schedule 3 to a Project Agreement.
(c) The Parties will work together to ensure that the entire Project, not just its component parts, minimises the level of effort required by and intrusion upon the Customer in the collection of Personal Information.
(d) The Parties will ensure that when a third party deals with Personal Information (including gaining Consent, collecting, handling or storing Personal Information), they will comply with the requirements set out in this clause 20.1.

20.2 Customer Consents
(a) Subject to rights to disclose under the Privacy Act 1988 (Cth) each Party agrees not to disclose Personal Information about a Customer unless satisfied that the Customer has expressly consented to that disclosure.
(b) The Parties agree that Consents in writing by a Customer will be stored securely and retained by the Party for audit purposes under the audit provisions of a Project Agreement.

20.3 Responsibility for obtaining Consent
The Parties agree that it is the Party requesting access to Personal Information of a Customer who is responsible for obtaining the Customer's Consent.
20.4 Form of Consents
(a) The Parties agree that all Customer Consents will be in a form agreed between the Parties.
(b) The Parties can agree on circumstances where consent which is not in writing will be permitted and specify these in Schedule 3 to a Project Agreement.

20.5 Revocation of Consent
If a Customer revokes Consent, each Project Party must:
(a) subject to a requirement to retain records to meet a legal obligation, return to the Original Service Provider all physical and written records containing Personal Information relating to that Customer (including copies) which that Project Party has acquired during the Project; and
(b) not request any further Personal Information about the Customer, unless it is permitted by the *Privacy Act 1988* (Cth) or equivalent State, Territory or Local Government legislation.

21. Confidentiality

21.1 Protection of Confidential Information
The Parties agree to keep Confidential Information confidential and to not, except as expressly permitted under this Collaborative Head Agreement or any Project Agreement, disclose, copy or use any Confidential Information.

21.2 Use and disclosure of Confidential Information
(a) A Party may only copy or use Confidential Information to comply with its obligations under this Collaborative Head Agreement or a Project Agreement or to exercise its rights under this Collaborative Head Agreement or a Project Agreement and will not disclose Confidential Information except where:
(i) a Party has given written consent to disclosure;
(ii) disclosure is authorised or required by law, including under this Collaborative Head Agreement or a Project Agreement, under a licence or otherwise;
(iii) it is disclosed by a Party to its advisers or employees solely in order to comply with obligations, or to exercise rights, under this Collaborative Head Agreement or a Project Agreement;
(iv) it is disclosed to a Party's internal management personnel, solely to enable effective management or auditing of contract-related activities;
(v) it is disclosed by a Party to the responsible Minister;
(vi) it is disclosed by a Party, in response to a request by a House or a Committee of the Parliament of a State or Territory or Commonwealth of Australia; and
(vii) it is in the public domain otherwise than due to a breach of this clause 21.
(b) In giving written consent to the disclosure of Confidential Information, a Party may impose such conditions as it thinks fit, and the other Parties agrees to comply with these conditions.
21.3 **Non-disclosure undertaking**

(a) A Party may at any time require another Party to ensure that Personnel involved in a Project promptly give a written undertaking relating to non-disclosure of Confidential Information in the form of a deed reasonably acceptable to the other party.

(b) If a Party receives a request under clause 21.3(a), it will promptly arrange for all such undertakings to be given.

21.4 **Notification of suspected breach**

A Party will immediately notify any other Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure of any of that Party's Confidential Information and take all reasonable steps to enforce any obligation of confidence imposed or required to be imposed by this Collaborative Head Agreement or any Project Agreement.

21.5 **Return of information**

Subject to a requirement to retain Data to meet a legal obligation, a Party (Receiving Party) must promptly return Data and physical and written records containing Confidential Information, and all documentation relating to that Confidential Information (including copies), to the Party or Project Party whose Confidential Information it is (Owning Party) on:

(a) the Owning Party's request;

(b) termination or expiry of this Collaborative Head Agreement, in which case all Data, records containing Confidential Information and associated documentation must be returned;

(c) termination or expiry of a Project Agreement, in which case all Data, records containing Confidential Information and associated documentation relating to a Project Agreement must be returned; or

(d) withdrawal or discharge of the Receiving Party, in which case all Data, records containing Confidential Information and associated documentation must be returned.

21.6 **Additional requirements**

The Parties agree that special requirements can be made for confidentiality to reflect the needs of a Project and these will be specified in Schedule 3 to a Project Agreement.

22. **Security**

22.1 **General**

(a) The Parties undertake to maintain the security of Data provided to them.

(b) In meeting their obligations under clause 22.1(a), the Parties agree to meet or exceed the following Australian Standards for information security or their equivalent:


(c) The Parties agree that special requirements can be made for the security of Data to reflect the needs of a Project and these will be specified in Schedule 3 to a Project Agreement.
23. Risk management

In carrying out its obligations under this Collaborative Head Agreement, each Party agrees to apply and comply with AS/NZS ISO 31000:2009, Risk Management – Principles and guidelines or any successor standard.

24. Withdrawal, discharge, termination and expiry

24.1 Withdrawal

(a) A Party may withdraw from this Collaborative Head Agreement by giving 12 months' notice in writing to each other Party.

(b) A Party may withdraw from a Project Agreement by giving 6 months' notice in writing to each other Party.

24.2 Discharge

(a) A Party may be discharged from the Collaborative Head Agreement by the Project Parties following the problem resolution process in clause 25.

(b) In relation to a Project Agreement:

(i) a Party may be discharged from a Project Agreement by the direction of all Project Parties (other than the Party to be discharged), provided due cause has arisen; and

(ii) for the purposes of clause 24.2(b)(i), 'due cause' includes a Party's:

(A) breach of a provision of the Project Agreement which is not remedied within 2 months after receiving notice requiring it to do so; and

(B) breach of a material provision of the Project Agreement where that breach is not capable of remedy.

24.3 On withdrawal or discharge

A Party withdrawing or discharged from a Project Agreement:

(a) will be discharged, as of the date the withdrawal or discharge take effect, from all future obligations; and

(b) no further obligations will accrue to that party from the date the withdrawal or discharge takes effect.

24.4 Termination

The Parties may unanimously agree to terminate the Collaborative Head Agreement or any Project Agreement.

24.5 Effect of expiry or termination of the Collaborative Head Agreement

(a) If this Collaborative Head Agreement expires or is terminated:

(i) the accrued rights of the Parties unless the Project Parties expressly agree otherwise in writing; and

(ii) any Project Agreement created in accordance with this Collaborative Head Agreement, including the terms and conditions of the Collaborative Head Agreement invoked in the Project Agreement,
remain unaffected except to the extent that the Parties expressly agree otherwise and such agreement is in writing.

(b) On expiry or termination, the obligations in clauses 18, 20, 21 and 22 of the Collaborative Head Agreement continue to apply to the Parties and any former Parties.

24.6 Effect of expiry or termination of a Project Agreement

(a) If a Project Agreement expires or is terminated, the accrued rights of each of the Project Parties remain unaffected except to the extent that the Project Parties expressly agree otherwise in writing.

(b) On expiry or termination of a Project Agreement, the obligations in clauses 18, 20, 21 and 22 of the Collaborative Head Agreement, as incorporated into the Project Agreement, continue to apply to the Project Parties and any former Project Parties.

25. Problem resolution

25.1 Objective

The Parties agree to use reasonable efforts to resolve by negotiation any problem that arises among them (Dispute). A Party will not withdraw from this Collaborative Head Agreement or a Project Agreement until the following process has been exhausted and, in the case of a Dispute in respect of a Project Agreement, until any process in the Project Agreement has been followed.

25.2 Notification

If a Dispute arises under this Collaborative Head Agreement or a Project Agreement which cannot be resolved at the operational level, a Party or Project Party concerned about the problem may notify the other Parties or the other Project Parties as applicable (Dispute Parties).

25.3 Resolution by management representative

Management representatives of each of the Dispute Parties will endeavour in good faith to agree upon a resolution.

25.4 Resolution by senior or executive management representative

(a) Should management representatives fail to reach a solution within 14 working days (or a time frame agreed between the Dispute Parties), the Dispute will be taken to senior or executive management representatives of each of the Dispute Parties.

(b) Senior or executive management representatives will endeavour in good faith to agree upon a resolution.

25.5 Resolution by the responsible Minister

Should senior or executive management representatives fail to reach a solution within 5 working days (or a time frame agreed between the Dispute Parties), the Dispute will be taken to the responsible Minister for each Party or, in the case of a Local Government, to the Minister responsible for that Local Government.

25.6 Costs

The Parties agree to bear their own costs of complying with this clause 25.

25.7 Continued performance

To the extent possible, Parties agree to continue to perform their respective obligations under this Collaborative Head Agreement or a Project Agreement pending the resolution of a Dispute.
26. **Other matters**

26.1 **Notice**

(a) A Party notifying or giving notice under this Collaborative Head Agreement will give notice in writing, addressed to the person designated in Schedule 1 for receiving notices, and left at or sent by prepaid post to that address.

(b) A Project Party notifying or giving notice under a Project Agreement will give notice in writing, addressed to the person designated in the Project Details for receiving notices, and left at or sent by prepaid post to that address.

(c) A notice given in accordance with this clause 26.1 is received if left at the recipient’s address, on the date of delivery, and if sent by prepaid post, 7 days after the date of posting.

26.2 **Ownership of Collaborative Head Agreement**

All Intellectual Property Rights contained in this Collaborative Head Agreement or a Project Agreement remain the property of the Australian Government.

26.3 **Waiver**

Waiver of any provision of or right under this Collaborative Head Agreement:

(a) must be in writing signed by the party entitled to the benefit of that provision or right; and

(b) is effective only to the extent set out in any written waiver.

26.4 **Legal costs**

The Parties agree to bear their own legal and other costs and expenses of, and incidental to, the preparation, execution and completion of this Collaborative Head Agreement, Project Agreements and of any related documentation.

26.5 **Variation**

Any variation to this Collaborative Head Agreement or a Project Agreement must be in writing, signed by or on behalf of the Parties, in the case of an amendment to the Collaborative Head Agreement, and the Project Parties in the case of an amendment to a Project Agreement.

26.6 **Counterparts**

This Collaborative Head Agreement or a Project Agreement may be executed in counterparts. All executed counterparts constitute one document.

26.7 **Governing law and jurisdiction**

This Collaborative Head Agreement and each Project Agreement is governed by the law specified in item E of Schedule 1 and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that jurisdiction.
1. Parties

[Note to User: Copy the table below and insert if there are more than 2 Parties to this Collaborative Head Agreement.]

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>[insert name of Party]</td>
</tr>
<tr>
<td>ABN</td>
<td>[insert ABN]</td>
</tr>
<tr>
<td>Address details</td>
<td>[insert street address]</td>
</tr>
<tr>
<td>Address for Notices</td>
<td>[insert name and/or position of person to receive notices]</td>
</tr>
<tr>
<td></td>
<td>[insert postal address]</td>
</tr>
<tr>
<td></td>
<td>[insert physical address]</td>
</tr>
<tr>
<td></td>
<td>[insert facsimile number]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
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</tr>
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<td></td>
<td>[insert physical address]</td>
</tr>
<tr>
<td></td>
<td>[insert facsimile number]</td>
</tr>
</tbody>
</table>

2. Details

<table>
<thead>
<tr>
<th>Item number</th>
<th>Description</th>
<th>Clause reference</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Commencement Date</td>
<td>1.1</td>
<td>[insert the date the Collaborative Head Agreement is to commence eg dd/mm/yy]</td>
</tr>
<tr>
<td>B</td>
<td>Initial Term</td>
<td>5.1</td>
<td>[insert the initial term for which the Collaborative Head Agreement will continue, eg 3 years]</td>
</tr>
<tr>
<td>Item number</td>
<td>Description</td>
<td>Clause reference</td>
<td>Details</td>
</tr>
<tr>
<td>------------</td>
<td>---------------------</td>
<td>------------------</td>
<td>-------------------------------------------------------------------------</td>
</tr>
<tr>
<td>C</td>
<td>Review requirements</td>
<td>5.2</td>
<td>[insert any specific requirements for the review of the Collaborative Head Agreement and/or Projects]</td>
</tr>
<tr>
<td>D</td>
<td>Option Period</td>
<td>5.3</td>
<td>[Insert Option Period eg 2 periods each being 1 year in duration. If no Option Period applies, insert 'not applicable']</td>
</tr>
<tr>
<td>E</td>
<td>Governing law</td>
<td>26.7</td>
<td>[insert the law which is to govern the Collaborative Head Agreement eg Australian Capital Territory]</td>
</tr>
</tbody>
</table>
Schedule 2 – Conduct of Management Committee

1. Management Committee

1.1 Introduction

The Parties agree that the Collaborative Head Agreement will be governed in accordance with the requirements set out in this Schedule.

1.2 Representatives and Alternatives

The Management Committee has the following Representatives and Alternatives:

<table>
<thead>
<tr>
<th>Party name</th>
<th>Representative's details</th>
<th>Alternative's details</th>
</tr>
</thead>
<tbody>
<tr>
<td>[insert the name of the relevant Party]</td>
<td>[insert the name of the Representative]</td>
<td>[insert the name of the Alternative]</td>
</tr>
<tr>
<td></td>
<td>[insert the Representative's contact details]</td>
<td>[insert the Alternative's contact details]</td>
</tr>
</tbody>
</table>

1.3 Role of Management Committee

[Note to User: Please amend as applicable]

The Management Committee will be responsible for:

(a) providing strategic direction and decision-making capacity across all Projects;
(b) approving progress against the project schedule;
(c) the governance and strategic management of the Collaborative Head Agreement;
(d) addressing cross-jurisdictional issues and conflicts referred to it by the Parties and recommending corrective action through appropriate negotiation and/or escalation;
(e) addressing items from the risk and issues database as referred by the Project Manager and recommending action;
(f) inviting new Parties to enter into the Collaborative Head Agreement; and
(g) ensuring service delivery implementation is maintained and upgraded, monitored and reviewed on a regular basis.
1.4 **Conduct of the Management Committee**

The Management Committee will be conducted in accordance with the requirements set out below:

<table>
<thead>
<tr>
<th>Item</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frequency of meetings</td>
<td>[insert how frequently meetings are to be held eg, monthly on the first Wednesday of each month]</td>
</tr>
<tr>
<td>Notice of meetings</td>
<td>[insert how notice of meetings will be provided and the amount of notice that is required for out of session meetings]</td>
</tr>
<tr>
<td>Forum</td>
<td>[eg in person, by teleconference or videoconference]</td>
</tr>
<tr>
<td>Chairperson</td>
<td>[state which Party's representative is to chair the meetings]</td>
</tr>
<tr>
<td>Voting</td>
<td>[eg Chair to have casting vote as well as his or her own deliberative vote]</td>
</tr>
<tr>
<td>Quorum</td>
<td>[insert the number of members required for a quorum]</td>
</tr>
<tr>
<td>Minutes</td>
<td>[insert who is to have responsibility for taking and distributing minutes and how they will be distributed]</td>
</tr>
</tbody>
</table>
Schedule 3 – Acknowledgement of Accession

Date  
[insert the date this acknowledgement was signed]

Parties
Name  
[insert name of party]
Short form name  
Acceding Party
Notice details  
[insert notice details]

Background
A  
This acknowledgement is supplemental to a Collaborative Head Agreement dated [insert date] executed by [insert] and other entities in relation to [insert a description of the Collaborative Head Agreement objectives].
B  
This acknowledgement and clause 8 of the Collaborative Head Agreement facilitate the admission of the Acceding Party as a Party to the Collaborative Head Agreement.

Agreed terms

1. Definitions and interpretation

1.1 Definitions
Words and expressions defined in the Collaborative Head Agreement have the same meaning in this acknowledgement except where the context otherwise requires.

1.2 Interpretation
The principles of interpretation set out in clause 1.2 of the Collaborative Head Agreement apply to this acknowledgement.

2. Acknowledgement by the Acceding Party
The Acceding Party:
(a) confirms that it has been supplied with a copy of the Collaborative Head Agreement; and
(b) covenants with all the present parties to the Collaborative Head Agreement (whether original or by subsequent accession) to observe and perform by all the terms of the Collaborative Head Agreement so that the Acceding Party is deemed, from the date of this acknowledgement, to be a party to the Collaborative Head Agreement.

3. No legally binding agreement
This acknowledgement, unless expressly specified otherwise, does not create and is not intended to create legally binding obligations between the Parties.
4. Governing law

This acknowledgement is governed by the laws of [insert applicable State or Territory].

Signed for [insert Party Name] represented by [insert Agency name] by an authorised representative in the presence of

______________________________
Signature of representative

______________________________
Signature of witness

______________________________
Name of representative (print)

______________________________
Name of witness (print)

______________________________
Office held
Schedule 4 – Designated Confidential Information

1. **Collaborative Head Agreement provisions / Schedules**

<table>
<thead>
<tr>
<th>Party</th>
<th>Item</th>
<th>Period of confidentiality</th>
</tr>
</thead>
<tbody>
<tr>
<td>[insert name of Party]</td>
<td>[insert relevant items]</td>
<td></td>
</tr>
</tbody>
</table>

2. **Collaborative Head Agreement-related Material**

<table>
<thead>
<tr>
<th>Party</th>
<th>Item</th>
<th>Period of confidentiality</th>
</tr>
</thead>
<tbody>
<tr>
<td>[insert name of Party]</td>
<td>[insert relevant items]</td>
<td></td>
</tr>
</tbody>
</table>
Collaborative Head Agreement

Updated Review Version | 7 July 2014

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Signing page

**Executed** as an agreement

[Note to User: If there are more than 2 parties, copy and insert the execution block below]

Signed for [insert Party Name] represented by [insert Agency name] by an authorised representative in the presence of

__________________________ ← Signature of representative

__________________________ ← Signature of witness

__________________________ Name of representative (print)

__________________________ Name of witness (print)

__________________________ Office held

Signed for [insert Party Name] represented by [insert Agency name], by an authorised representative in the presence of

__________________________ ← Signature of representative

__________________________ ← Signature of witness

__________________________ Name of representative (print)

__________________________ Name of witness (print)

__________________________ Office held