



GUIDELINES AND TEMPLATES FOR AGREEMENTS BETWEEN PUBLIC ADMINISTRATIONS

for Sharing and Re-use



ISA Action 4.2.5 - Templates and guidelines for agreements between Public Administrations for Sharing and Re-use

This report / paper was prepared for the ISA programme by:

TRASYS SA¹

in the scope of the specific contract 007743 of framework contract DI/6772 in between STRATIQO and DIGIT

Author: Clémentine VALAYER.

Disclaimer

The views expressed in this document are purely those of the writer and may not, in any circumstances, be interpreted as stating an official position of the European Commission. The European Commission does not guarantee the accuracy of the information included in this study, nor does it accept any responsibility for any use thereof. Reference herein to any specific products, specifications, processes, or services by trade name, trademark, manufacturer, or otherwise, does not necessarily constitute nor imply its endorsement, recommendation, or favouring by the European Commission.

¹ TRASYS is a member of the STRATIQO consortium
12/12/2013

Contents

1. INTRODUCTION	4
1.1. Context and approach	4
1.1.1. Context.....	4
1.1.2. Approach.....	4
1.2. Aim and content of the document.....	5
2. COLLABORATION FRAMEWORK	6
3. SHARED SERVICES GUIDANCE.....	9
4. SHARED DEVELOPMENT, SHARING AND RE-USE OF TOOLS	15
4.1. Standard sharing and re-using clauses for contracts	15
4.2. Guideline on Public Procurement of Open Source Software	16
4.3. Joinup Contributor agreement	18
4.4. Guidance on Joint Public Procurement	19
5. ANNEXES: Collaborative Framework templates.....	22

1. INTRODUCTION

1.1 Context and approach

1.1.1 Context

This deliverable "Templates and guidelines for agreements between public administrations for Sharing and Re-use" is produced in the scope of ISA Action 4.2.5. "Sharing and re-use Strategy".

The aim of this ISA action - Sharing and Re-use Strategy - is to develop a holistic approach to sharing and re-use across border and sectors. It aims to help public administrations all over Europe to share and re-use solutions related to public services delivery in an efficient and effective way. A common strategy is to be defined together with the governance, the processes and the instruments. This will optimise the potential of sharing and re-use activities and it will increase the savings that they can bring to public administrations. Task 2.3 of the ISA action aims at identifying agreements and governing model guidelines. This deliverable D2.3 addresses "Sharing and re-use templates and guidelines for agreements" whereas a separate document D2.4 addresses the governing models.

1.1.2 Approach

The approach used to conduct the overall study is based on desk search and on feedback collected from stakeholders of this ISA action.

The desk search gathers some feedback from experience from the field, thanks to:

- identification of sharing and re-use initiatives on various websites, such as news and case studies Joinup², the ePractice³ website, eGovernment strategy websites of Member States and other news websites ,
- exchange of experience at conferences in Member States and at the European Commission,
- interviews of project leaders.

The stakeholders are:

- At Member State level: ISA Expert group
- At European Commission level: the Technical IT Committee, which includes the Information Resource Managers of the different Directorate Generals.

² <http://joinup.ec.europa.eu/>

³ ePractice.eu

1.2 Aim and content of the document

Public services can be implemented faster and more efficiently by using already available solutions and common services and by learning from the experiences of other Member States. Using the same solutions and adapting others' best practices indirectly results in services that are more interoperable and more open. The sharing of assets can either refer to making assets available to others, or developing them as a common solution.

This document presents examples of templates and guidelines for agreements for sharing and re-use provided by public administrations.

Note: The information which this document contains are not intended to be a comprehensive study and should not be relied upon or treated as a substitute for specific legal or policy advice concerning individual situations.

The document presents in **section 2** an example of a comprehensive collaboration framework which can be adapted and re-used by public administrations.

Section 3 presents a guideline for agreements between Public Administrations in the scope of shared services.

Section 4 presents guidelines and templates for agreements between public administrations for developing tools for re-use, for re-using shared tools and for shared development.

The case descriptions follow a presentation template:

	Name of the template or guideline
Description	<i>Description of the aim of the template or guideline, and its content.</i>
Link to the document	<i>Link to the website and page where the original document is available for download.</i>
License for re-use	<i>Describes under which license the template or guideline can be re-used.</i>
Similar initiatives (optional)	<i>This section refers to initiatives addressing the similar issues.</i>

**ISA Action 4.2.5 - Templates and guidelines for agreements
between Public Administrations for Sharing and Re-use**

2 COLLABORATION FRAMEWORK

This section presents a comprehensive collaboration framework, based on the Australian National Collaboration Framework (NCF), which can be re-used and adapted to each public administration's needs.

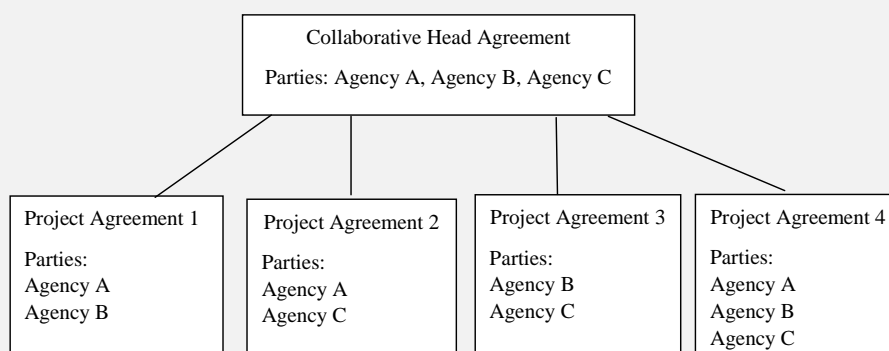
Collaboration Framework																			
Description	<p>This Collaboration Framework assists government agencies to work collaboratively to provide the processes and tools that will increase the ability of agencies to deliver improved services to customers. The Framework also provides a suite of re-usable documents and tools that aim to provide enhanced collaborative service delivery arrangements across government departments and agencies.</p> <p>Some high-level examples of projects for which the CF may be appropriate include:</p> <ul style="list-style-type: none"> • Data collection and provision between agencies; • Where two or more agencies collaborate to jointly implement or undertake a project (eg, joint surveys, mapping, climate change initiatives); • Where agencies collaborate in the delivery of services to the public (eg, collaboration between a policy agency and service delivery agency). <p>CF includes a five tiered approach for Government agencies to follow when seeking to collaborate.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Tier</th> <th style="width: 35%;">Commitments</th> <th style="width: 55%;">Tools</th> </tr> </thead> <tbody> <tr> <td>Tier One</td> <td>In principle commitment to collaborate</td> <td>Statements of Principles to Collaborate: Explicitly recognise and capture the principles and values that guide collaborative service delivery across jurisdictions.</td> </tr> <tr> <td>Tier Two</td> <td>Business commitment to collaborate</td> <td>Statements of Intent: Agree in advance the business basis to collaborate across multiple initiatives.</td> </tr> <tr> <td>Tier Three</td> <td>Collaborative Head Agreement</td> <td>Collaborative Head Agreement: Agree in advance those elements of a cross agency agreement that can be reapplied to multiple collaborative initiatives.</td> </tr> <tr> <td>Tier Four</td> <td>Commitment to collaborate on specific projects</td> <td>Project/Initiative Specific Agreements: Agree those elements that are specific to a particular project/initiative.</td> </tr> <tr> <td>Tier Five</td> <td>Commitment to collaborative tools, standards and procedures</td> <td>User Guide: Includes checklists specific to collaborative service delivery.</td> </tr> </tbody> </table> <p>The focus of the CF is on collaboration within and between government at all levels for projects. As a very general guide, one could consider using the CF for any intra or cross-jurisdictional project for which a department or agency would typically use a</p>	Tier	Commitments	Tools	Tier One	In principle commitment to collaborate	Statements of Principles to Collaborate: Explicitly recognise and capture the principles and values that guide collaborative service delivery across jurisdictions.	Tier Two	Business commitment to collaborate	Statements of Intent: Agree in advance the business basis to collaborate across multiple initiatives.	Tier Three	Collaborative Head Agreement	Collaborative Head Agreement: Agree in advance those elements of a cross agency agreement that can be reapplied to multiple collaborative initiatives.	Tier Four	Commitment to collaborate on specific projects	Project/Initiative Specific Agreements: Agree those elements that are specific to a particular project/initiative.	Tier Five	Commitment to collaborative tools, standards and procedures	User Guide: Includes checklists specific to collaborative service delivery.
Tier	Commitments	Tools																	
Tier One	In principle commitment to collaborate	Statements of Principles to Collaborate: Explicitly recognise and capture the principles and values that guide collaborative service delivery across jurisdictions.																	
Tier Two	Business commitment to collaborate	Statements of Intent: Agree in advance the business basis to collaborate across multiple initiatives.																	
Tier Three	Collaborative Head Agreement	Collaborative Head Agreement: Agree in advance those elements of a cross agency agreement that can be reapplied to multiple collaborative initiatives.																	
Tier Four	Commitment to collaborate on specific projects	Project/Initiative Specific Agreements: Agree those elements that are specific to a particular project/initiative.																	
Tier Five	Commitment to collaborative tools, standards and procedures	User Guide: Includes checklists specific to collaborative service delivery.																	

ISA Action 4.2.5 - Templates and guidelines for agreements between Public Administrations for Sharing and Re-use

memorandum of understanding.

The Collaborative Head Agreement (CHA) includes high-level provisions for the governance of a Project or Projects. The governance and strategic management of a CHA is undertaken by the Management Committee constituted by representatives of the parties.

A Project Agreement, in contrast with a CHA, is designed to include specific Project-related provisions. The template Project Agreement (which is a separate document to the CHA), has been designed to be used for multiple projects under the one CHA. A separate Project Agreement should be completed for each Project using the Project Agreement. The following diagram shows an entity can be a party to a CHA without being a party to a Project Agreement.



Conversely, an entity can be a party to a Project Agreement without being a party to the related CHA (clause 2.1(b) of a Project Agreement).

The templates are not intended to create legally binding contractual relationships between the parties, but this can be changed if the parties agree. The template agreements are designed to be flexible and easily adapted by the parties to suit each collaborative arrangement. Multiple Project Agreements can be made under one CHA, with different CHA parties to each Project Agreement

The templates are intended to provide generic content, however, re-using the Framework and templates requires some adaptation to the specificities of the Member States or the European bodies.

The templates are presented in annex of this document.

The list of aspects covered in the CHA and the Project Agreement templates is presented below:

The collaborative head agreement (CHA) covers the following aspects:

Part 1 - Collaborative Head Agreement

Objective - Principles to Collaborate - Application of the Objectives and Principles to Collaborate - Duration of Collaborative Head Agreement - Structure of Collaborative Head Agreement - Relationship between the Parties - Admission of new Parties to the Collaborative Head Agreement - No legally binding agreement - Notification to Parties - Application of Commonwealth Procurement Guidelines - Governance of Collaborative Head Agreement

**ISA Action 4.2.5 - Templates and guidelines for agreements
between Public Administrations for Sharing and Re-use**

	<p><i>Part 2 - Forming a Project</i> <i>Pre-Project obligations - Forming a Project Agreement - Project Management</i></p> <p><i>Part 3 - General obligations and clauses</i> <i>Branding – Accounting - Freedom of information - Data management – Privacy – Confidentiality - Security - Risk management - Withdrawal, discharge, termination and expiry.</i></p> <p>The project agreement covers the following aspects:</p> <p><i>Commencement Date and term - Responsibilities of the Project Parties - Admission of new Project Parties to the Project Agreement - Project Plan - Project Contributions - Project Risk Management - Project change control - Stakeholder consultation - Training and skill levels - Performance management - Complaint and query handling - Reporting - Steering Committee - Audits - Intellectual Property Rights.</i></p> <p>The templates are presented in annex of this document.</p>
Source	<p>This collaboration framework and its templates are derived from the Australian National Collaboration Framework (NCF), which was created to assist Australian government agencies to work collaboratively to provide the processes and tools that will increase the ability of agencies to deliver improved services to customers.</p> <p>The license of the original framework is: CC BY 3.0 AU licence http://creativecommons.org/licenses/by/3.0/au/legalcode</p> <p><u>Link to the original framework and templates</u></p> <ul style="list-style-type: none"> • Framework http://agimo.gov.au/collaboration-services-skills/national-collaboration-framework/ • Principles to Collaborate http://www.finance.gov.au/files/2012/04/NCF Principles to Collaborate Tier 1.rtf • Statements of Intent http://www.finance.gov.au/files/2012/04/NCF Statements of intent Tier 2.rtf • Collaborative Head Agreement http://agict.gov.au/files/2012/04/Collaborative Head Agreement Template Tier 3.rtf • Project Agreement template http://agict.gov.au/files/2012/04/Project Specific Agreement Template Tier 4.rtf • User Guide which includes checklists specific to collaborative service delivery http://www.finance.gov.au/files/2012/04/Collaborative Kit User Guide Template Tier-51.rtf
<i>Note: Re-use of the template</i>	<p>Established in 2005, the Australian National Collaborative Framework (NCF) has provided useful guidance on aspects of cross-agency agreements, in particular Collaborative Head Agreements.</p> <p>Source: Effective Cross-Agency Agreements – Audit Report (2010). http://anao.gov.au/Publications/Audit-Reports/2009-2010/Effective-Cross-Agency-Agreements/Audit-brochure</p>

3 SHARED SERVICES GUIDANCE

This section presents a guideline for agreements between Public Administrations in the scope of shared services.

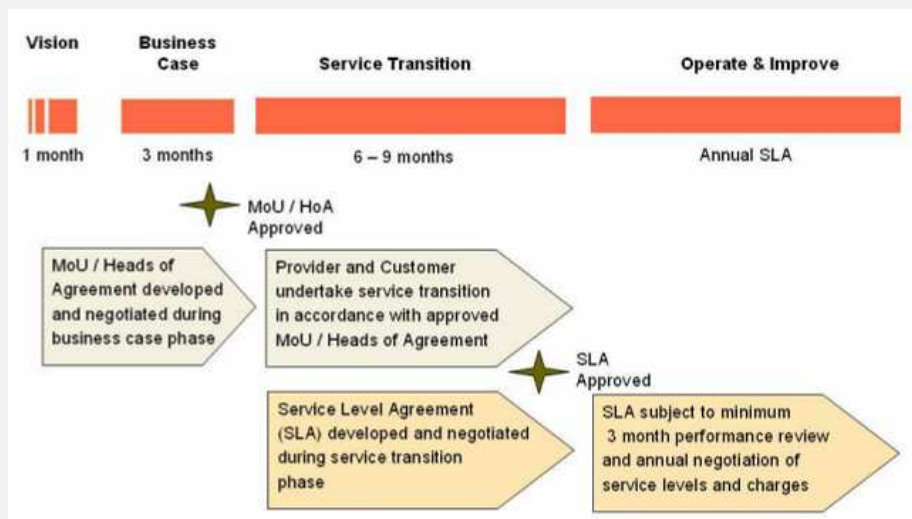
UK – Shared Services Guidance	
Description	<p>The UK Cabinet Office provides guidance for shared services for Public Administrations.</p> <p>The document “<i>Central Government Shared Services - Guidance for Customers and Providers</i>” presents specific sections which are of interest for this document, and cover:</p> <ul style="list-style-type: none"> • Principles underpinning arrangements between public sector organisations • Contents of MoUs and SLAs <p>The principles are:</p> <ul style="list-style-type: none"> • A simple approach to documentation is recommended. This should include a Memorandum of Understanding (MoU) setting out the relationship during the migration framework and a more detailed Service Relationship framework of Service Level Agreement (SLA) for the operational service. • The SLA should include detailed descriptions of each element of the service, associated performance levels, frequency of reporting and roles and obligations of both the provider and customer. • Invoicing and payment terms must be agreed and approved between the provider and customer. • There should be transparency of service offering and charges. • The charging structure should be as simple as possible and based on the most appropriate unit of service consumed, for example per user or per transaction. • There should be flexibility built into the charging to allow for changes in the cost and customer base. The mechanism for agreeing such changes and implementing them must be defined. • The customer should provide projected volumes and based on these the provider should give projections on operating costs going forward. • The liabilities of the provider and customer(s) should be set out and agreed, along with any costs associated with them. • Risk Ownership and Transfer must be identified and agreed between the provider and customer. • The approach to benchmarking of charges and efficiencies in terms of how they compare to the marketplace should be agreed between the provider and customer. • Documents should have clear owners and be subject to change control. The SLA should be reviewed and performance levels agreed at the beginning of each fiscal or contract year. • The duration and notice periods for the agreement should be agreed and clearly stated. • The customer should have a responsibility to provide accurate current and forecast information regarding volumes e.g. number

ISA Action 4.2.5 - Templates and guidelines for agreements between Public Administrations for Sharing and Re-use

of users/average number of transactions per user.

- The provider and customer should consider what exit strategies and plans they need to have in place.

The following diagram illustrates the timing of development and duration of commercial documents between providers and customers



The Memorandum of Understanding

- Overview

The purpose of this section is to set out the principle terms of the agreement between the provider and customer of a shared service and covers the period before the shared service goes live. It should be produced as soon as a customer has completed a feasibility study into service delivery options and selected a service provider. This is likely to be after the customer's initial business cases which identify long and short lists of options resulting in a chosen provider, but before work commences to develop and agree the service specification and a final business case is produced.

Typically the MoU will include the following sections:

- Purpose

The reason for needing the MoU, for instance to set out the agreement between organisation x and organisation y with the specific intent of supporting the migration phase of the shared services migration programme.

- Background

The context within which the MoU fits. This may include the programmes key objectives, e.g. improving efficiency and effectiveness by migrating administrative functions to shared services, transforming the retained functions, implementing an ERP solution including employee and manager self service.

- Scope/Provisions

Set out the:

- key principles for working together and the provision of the shared service;
- key objectives and indicators of success; and
- a high level description of the shared service.

- Out of Scope

Clarify service components that are agreed as being out of scope of the shared service.

- Terms of agreement

Include roles, responsibilities, accountabilities and obligations. Also set out expected activities and key deliverables during the initial exploration, design and migration phases phase and milestones for their completion.

- Governance

Explain how the project will be governed, e.g. who is the senior responsible officer, what are the terms of reference and membership of the Project Board and how often will they meet? Will there be other forums and what will be their role? It may also be useful to set out an agreed series of key checkpoints during the exploration and design phase, at which both organisations can agree whether to proceed to the next phase.

- Dispute Resolution

Arrangements for resolving any disputes, e.g. escalation procedures, accountabilities, independent arbitration.

- Termination

Set out the criteria and process for termination during the migration period.

- Status

Set out the status of the MoU. This section could also provide details of any confidentiality requirements.

- Supporting Information

The MoU should also include:

- a glossary of terms
- A list of the assumptions on which the MoU is based
- A list of key risks and the risk management process.

The Service Level Agreement

- Overview

An SLA or service framework is a document which defines in detail the relationship between the provider and customer and its parameters. Its development should start during the service design phase after the service specification or design blueprint has been produced and its approval should be a pre-requisite to go-live. It is an extremely important document for both the customer and provider and an appropriate level of resource should be assigned to its production.

The SLA should include: a detailed description of the service; measurable service levels, frequency of reporting; the roles, responsibilities and obligations of BOTH the provider and the customer; issues resolution process and the approach to continuous improvement and service development.

It should be revisited at the end of each fiscal year or contract period, or when a significant change in service requirements occurs (managed via the change control arrangements set out in the SLA).

Although not exhaustive, typically an SLA will include the following sections:

- Introduction

This would set out the background and purpose of the SLA.

- The Agreement

This would set out: the statement of intent; the parties involved in the agreement; signatories; period of operation; the principles of partnership working; terms of the agreement; obligations; document sign-off and

ISA Action 4.2.5 - Templates and guidelines for agreements between Public Administrations for Sharing and Re-use

security.

- The Service

This would include services in scope and a description of the service. Service availability should be included. Detailed service schedules should be annexed.

- Performance

This would set out the performance levels for each element of the service. It would also pull out the Key Performance Indicators (KPIs), i.e. the performance metrics to measure the 'key' process drivers for the performance of both parties. Frequency of reporting, performance report formats and performance management roles and responsibilities should also be described.

- Governance

This section should set of all bodies that are involved in governing the shared service, their terms of reference, membership, frequency of meeting, standard agenda items and papers, e.g. performance reports. It should also describe the interrelationship between these bodies. This is likely to include a Shared Services Executive Board, a Shared Services Management Board, a Customer Board and a Change Control Board.

It may also be helpful to describe arrangements for communications and liaison outside of the formal bodies. For examples should all communication between the customers be channelled through a customer account manager on the provider side and "contract" or commissioning manager on the customer side? Should there be direct liaison between the Service Line Heads and Heads of the retained functions?

- Volumes

Customers would be expected to provide current and expected volumes. These would be detailed here. For example the customer would provide information about numbers of employees, suppliers; volumes of overtime payments, expenses claims and supplier payments. It would also set out any tolerance levels and what happens if volumes exceed these tolerances.

- Charging and Payments

This section should set out charges. These should be simple and transparent, e.g., per unit, or per transaction and type of transaction. Linked to volumes there should be reference to volume tolerance levels and the impact on charges if volumes go above or below tolerance levels, e.g., will lower volumes lead to an increase in unit price and by how much.

Details should also be provided of how non standard services and requested changes to the service or solution scope will be priced. Payment process, timescales and accountabilities should also be described.

- Issues Management

Describe the definition of an issue, how issues are captured, categorised, resolved and timescales for resolution. It should also include the issues management process and roles and responsibilities.

- Disputes and Resolution

Arrangements for resolving disputes between parties involved in the provision of the shared services including: definitions, roles, timescales, escalation routes and independent arbitration. This should be linked to the governance arrangements.

- Audit Rights and Processes

Describe audit processes and the rights of auditors working on behalf of the customer and provider. This should list recognised internal and external audit bodies and roles and responsibilities in relation to the development of an audit plan, agreeing audit reports and responding to weaknesses.

**ISA Action 4.2.5 - Templates and guidelines for agreements
between Public Administrations for Sharing and Re-use**

	<ul style="list-style-type: none"> • Change Control Types of change, change control processes, timescales, roles and responsibilities, decision making and prioritisation. Again this should link to the governance arrangements. • Service Development including Funding and Risk and Benefit Sharing Development plans including planned technical upgrades, scope expansion and process review and improvement. How developments will be charged and funded and how risks and rewards will be shared across the customer base. It should also set out the approach to continuous improvement including the customer's role in this. • Compliance with Statutory Requirements, Regulations and Organisational Policies The statutory requirements and regulations that all parties must adhere to, for example, Data Protection Act, Equal Opportunities Act. It should also set out any organisation specific requirements, e.g. around security accreditation of systems or security clearance of individuals. Confidentiality requirements, conflicts of interest and arrangements for preventing, assessing and dealing with suspicion of fraud would also be covered here. • Intellectual Property Rights This section would set out the ownership of systems and documents etc. The systems themselves will in all probability be the property of the shared service provider. However customers will wish to satisfy themselves that any of their data which is present in the systems, along with customer-specific processes will remain their own intellectual property. • Disaster Recovery and Business Continuity Describe the disaster recovery and business continuity arrangements including priority processes, priority system users, priority customers, procedures and accountabilities for revoking plans, communications and timescales for service restoration. • Incentives and Penalties It is recommended that service penalties and credits should be avoided and the focus be on working in partnership. However, clear governance arrangements, reporting arrangements and escalation procedures need to be in place for when performance falls below accepted levels on either side. It may also be useful to document what constitutes an acceptable level of performance, e.g. 5% below the agreed performance level. • Termination and Exit Describe the arrangements for termination and exit. This would include reasons for termination, notice periods, roles and responsibilities, process, charges. • Annexes Annexes are likely to include detailed service descriptions, performance levels, volumetric schedules, charging schedules and a glossary of terms and definitions.
Link to the document	http://webarchive.nationalarchives.gov.uk/20090414161943/http://cio.gov.uk/documents/ss/guidance/guidance.pdf
License for re-use	<p>Open Government License http://www.nationalarchives.gov.uk/doc/open-government-licence/version/1/open-government-licence.htm</p> <p>Information on copyright found at: http://www.nationalarchives.gov.uk/legal/copyright.htm</p>

ISA Action 4.2.5 - Templates and guidelines for agreements between Public Administrations for Sharing and Re-use

Similar initiatives

The cost model of the European Commission Infrastructure services, presented in Deliverable D2.2 is an example of chargeback approach. This Document, D2.2 Business Models is available on Joinup.
<https://joinup.ec.europa.eu/>.

UK Cabinet Office Shared Services Toolkit
http://webarchive.nationalarchives.gov.uk/20090414161943/http://cio.gov.uk/shared_services/toolkit/index.asp

4 SHARED DEVELOPMENT, SHARING AND RE-USE OF TOOLS

This section presents guidelines and templates for agreements between public administrations for developing tools for re-use, for re-using shared tools and for shared development.

It includes four subsections:

1. Standard sharing and re-using clauses for contracts;
2. Guideline on Public Procurement of Open Source Software;
3. Joinup Collaboration agreement;
4. Guidance on Joint Public Procurement.

4.1 Standard sharing and re-using clauses for contracts

	Standard sharing and re-using clauses for contracts
Description	<p>This document proposes common "standard" clauses for contracts, which public administrations could use when procuring services.</p> <p>Clauses could be useful and are developed both for contracts related to the:</p> <ul style="list-style-type: none"> • development of new IT tools that may be re-used and/or shared later, • re-use of already available IT tools possibly through customization. <p>After an introduction to its context and goals in Section 1, the document presents in Section 2 an introduction to sharing and re-use of public software.</p> <p>Section 3 presents standard clauses for sharing and reuse meeting the following distribution requirements:</p> <ul style="list-style-type: none"> • The right to redistribute its own software (when written by or exclusively for the authority) • Reusing third parties' IPR assets (integrating "received" open source software in the public authority solution) • Reusing and distributing the documentation (and other "non-software" knowledge elements) • "No Vendor Lock-in" clause: how to stay free to adopt a new solution and to contract with another provider.
Link to the document	https://joinup.ec.europa.eu/elibrary/document/standard-sharing-and-re-using-clauses-contracts
License	http://joinup.ec.europa.eu/page/legal-notice

4.2 Guideline on Public Procurement of Open Source Software

Guideline on Public Procurement of Open Source Software	
Description	<p>The 'Guideline on Public Procurement of Open Source Software', was published in June 2010 by the European Commission, and promotes the deployment of open source as a way to reduce costs and to increase transparency and sustainability.</p> <p>The purpose of this guideline is to allow individual public agencies at the regional, national or local level to acquire open source software, even if there is no policy in place regarding open source. This guideline shows public agencies' procurement officers, policy makers and IT managers how to do this following European procurement regulations alone, with no need for any specific open source policies.</p> <p>The guideline states: "When it comes to public procurement, the principles applied to the public sector require [public administrations] to support (and certainly not to harm) competition through their procurement practices. They are obliged to avoid explicitly harming competition in the market of private consumers. Thus, public agencies should not require citizens to purchase or use systems from specific vendors in order to access public services, as this is equivalent to granting such vendors a state sanctioned monopoly. They are also obliged to ensure the best costs to service ratio over the long term".</p> <p>The guideline discourages organizations from issuing calls for tender for the supply and service or installation of specific open source software packages, or even stating 'open source' as one of the selection criteria. Purchasing a specific open source software application – i.e. the supply as part of installation, integration or support – may be out of line with regulations (but less so than issuing calls for tenders for specific, named proprietary software applications, a common practice).</p> <p>The authors of the guideline recommend best practice procurement based on the definition of functional and technical requirements, which may include properties that are equivalent to the characteristics of open source software or open standards, i.e. in terms of interoperability and needs of the customer, or by asking for specific standards or standards from a list. The following, for example, could be ways to describe open source without explicitly using this term:</p> <ul style="list-style-type: none">• the ownership of the software is transferred to the customer, with no restrictions on what the customer can do with the software;• or the software may be used for any purpose (without transfer of ownership)• the customer or a third party of his choice (or any member of the public) may study the source code• the customer or a third party of his choice may modify the software• the customer can distribute the software, with source code and modifications, to anyone of his choice and provide recipients with the same abilities to use, study, modify and redistribute.• When specifically looking for the right to redistribute, the guideline

ISA Action 4.2.5 - Templates and guidelines for agreements between Public Administrations for Sharing and Re-use

	<p>names another three terms (taken from the Spanish National Interoperability Framework) that could be part of the requirements:</p> <ul style="list-style-type: none">• allow the free use/reuse of these applications• prevent the appropriation of the software by a third party (copyleft)• protect the administration from liability, support and warranty obligations. <p>These would allow the software to be distributed under the European Union Public License (EUPL).</p>
Link to the document	http://joinup.ec.europa.eu/sites/default/files/studies/OSS-procurement-guideline-public-final-June2010-EUPL-FINAL.pdf
License	https://joinup.ec.europa.eu/page/legal-notice
Similar initiatives	<p>Swedish Open Source Framework agreement case, described in Deliverables D2.2 and D2.4 of this ISA action, available on Joinup.</p> <p>UK Government - toolkit for procurers on best practice for evaluating the use of open source solutions. http://www.cabinetoffice.gov.uk/resource-library/open-source-procurement-toolkit</p>

4.3 Joinup Contributor agreement

	Joinup Contributor agreement
Aim	<p>This contributor agreement is developed in the scope of shared development of IT solutions, for contributing to software code on the European Commission Joinup platform https://joinup.ec.europa.eu/.</p> <p>Many free or open source projects are developed by a community of contributors where everyone has, as author of some code or contribution, theoretically the same rights.</p> <p>It may be useful that all contributors license or assign rights to a specific body, leaving to it the care of adopting a convenient distribution licence and defending the rights of the community. The approach has been questioned in case the beneficiary is some enterprise that could take advantage of having "more rights" and could finally sell, or be purchased, or could appropriate the collaborative work for its exclusive profit. On the contrary, when the beneficiary is a non-profit foundation (i.e. the Apache foundation) or a public body that could never be purchased by any commercial interest (i.e. the European Union), the approach looks more efficient and sustainable.</p> <ul style="list-style-type: none">• The Contributor Agreement assigns copyright to the European Union;• In counterpart, the European Union, which promotes and distributes the work on Joinup:<ul style="list-style-type: none">– grants back a perpetual licence on contributors;– commits to distribute the work under the ISA OML, EUPL or (if necessary) under any licence approved by the Open Source Initiative (OSI), Free Software Foundation (FSF) or Creative Commons (CC).
Link to document	https://joinup.ec.europa.eu/sites/default/files/ISA_Contributor_Agreement_v1.1.pdf
License	https://joinup.ec.europa.eu/page/legal-notice

4.4 Guidance on Joint Public Procurement

	<p>Joint public procurement This section describes legal aspects, organisational models and practical aspects for joint procurement.</p>
<p>Description</p>	<p>The European Legal framework for joint procurements <i>Described in documents [1] [2] and [4].</i></p> <p>Forms of joint procurement include:</p> <ul style="list-style-type: none"> • Cooperation in contract award procedures • Centralisation of contract award procedures <ul style="list-style-type: none"> – central purchasing bodies – framework agreements • Common contract award procedures <p><i>Cooperation</i> in contract award procedure is actually not really “joint” procurement, as there are separate procedures organised by each procurer, but there is cooperation in drawing up documentation or conducting the procedure, common technical specifications etc...</p> <p><i>Centralisation</i> can be done through the use of a central purchasing body as described in Art. 11 Dir. 2004/18/EC: “<i>purchasing ... from or through a central purchasing body</i>”. A central purchasing body must be a contracting authority and fully comply with EU procurement rules.</p> <p>Centralisation can be done also with framework agreements may be concluded by one contracting authority to be used by a multitude of contracting authorities.</p> <p><i>Common contract award procedures</i> are referred to in Art. 1 (2) (a) Dir. 2004/18/EC: “<i>Public contracts</i>” are contracts for pecuniary interest concluded ... between one or more economic operators and one or more contracting authorities ...all authorities involved are contracting authorities in one single award procedure”. This approach is not clearly defined; problems exist regarding for example when authorities are from different Member states, what are applicable rules on the award procedures, ...</p> <p>The EC consultation on the “Green Paper on the modernization of EU public procurement policy” [5] highlighted many of these issues related to practical implementation of cross border joint procurement.</p> <p>The Article 38 of the new directive proposal [4] addresses Joint procurement between contracting authorities from different Member States, and mentions:</p> <ul style="list-style-type: none"> • Several contracting authorities may purchase works, supplies and/or services from or through a central purchasing body located in another Member State. In that case, the procurement procedure shall be conducted in accordance with the national provisions of the Member State where the central purchasing body is located. • Several contracting authorities from different Member States may jointly award a public contract. In that case, the participating

ISA Action 4.2.5 - Templates and guidelines for agreements between Public Administrations for Sharing and Re-use

	<p>contracting authorities shall conclude an agreement that determines:</p> <ul style="list-style-type: none">- which national provisions shall apply to the procurement procedure;- the internal organization of the procurement procedure. <ul style="list-style-type: none">• Where several contracting authorities from different Member States have set up a joint legal entity (e.g. European Groupings of territorial cooperation) the applicable national procurement rules may be of one of the following Member States:<ul style="list-style-type: none">- the national provisions of the Member State where the joint legal entity has its registered office;- the national provisions of the Member State where the joint legal entity is carrying out its activities.• In the absence of an agreement determining the applicable public procurement law, the national legislation governing the contract award shall be determined following the rules set out below:<ul style="list-style-type: none">- where the procedure is conducted or managed by one participating contracting authority on behalf of the others, the national provisions of the Member State of that contracting authority shall apply;- [...] <p>Aspects relating to the creation of Joint Public Procurement Strategies and Frameworks</p> <p><i>Described in document [2]</i></p> <p>Types of joint procurement organisation and models</p> <p><i>Described in document [3]</i></p> <p>The document presents:</p> <ul style="list-style-type: none">• Types of joint procurement organisation<ul style="list-style-type: none">- Permanent JP Organisations- Collaborative agreements between contracting authorities-• Models for joint procurement<ul style="list-style-type: none">- Model A - Full JP, with the close involvement of all participating authorities, including a centralised and a decentralised approach.- Model B - "Piggy-backing" - where a contracting authority carries out the procurement on its own but allows other contracting authorities the option of utilising the contract.• And practical advice for organising joint procurement.
Links to the documents	<p>[1]. (2010) Spiegel, N. Public procurement trends and developments: Joint Procurement - http://www.interact-eu.net/downloads/2971/Presentation_Public_procurement_trends_and_developments_Joint_Procurement_Nico_Spiegel.pdf</p> <p>[2]. (2013) Gianluigi Di Bello, G., Moretti, F. - Joint Public Procurement to tackle societal challenges: from the identification of the problem to the signature of the contract – pp. 5 – 7. http://www.dta.cnr.it/dmdocuments/ISSUU/2013_12_Joint_Public_Procurement/2013_12_CNR_APRE.pdf</p> <p>License on the website: http://creativecommons.org/licenses/by-nc-nd/2.5/it/</p>

**ISA Action 4.2.5 - Templates and guidelines for agreements
between Public Administrations for Sharing and Re-use**

	<p>[3].(2008) Models for joint procurement - European Commission - DG Environment Green Public Procurement (GPP) Training Toolkit - Joint procurement Fact sheet http://ec.europa.eu/environment/gpp/toolkit_en.htm Re-use conditions at: http://ec.europa.eu/geninfo/legal_notices_en.htm#copyright</p> <p>[4]. Proposal for a Directive of the European Parliament and of the Council on Public Procurement, Brussels, COM(2011) 896 final http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=COM:2011:0896:FIN:EN:PDF</p> <p>[5]. Green Paper on the modernization of EU public procurement policy, COM(2011) 15 final http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=COM:2011:0015:FIN:EN:PDF</p>
Similar initiatives	Case of Joint procurement in the EC DG TAXUD Sunset project described in D2.2 Business Models and D2.4 Governance models of this ISA action – available on Joinup. https://joinup.ec.europa.eu/

5 ANNEXES: COLLABORATIVE FRAMEWORK TEMPLATES

Template 1: Principles to collaborate

Template 2: Statements of intent

Template 3: Collaborative Head Agreement

Template 4: Project Agreement

Template 1: Principles to Collaborate

The Principles to Collaborate explicitly recognise and capture the values that guide the integration of services. They seek to guide collaboration across jurisdictions by providing the starting point for understanding and agreeing to the "rules of engagement". They acknowledge that barriers to collaboration are unlikely to simply disappear; rather they must be actively overcome.

The Principles were specifically developed to enable cross-jurisdictional collaborative service delivery. Many of them will be equally applicable in an intra-jurisdictional environment and can be drawn upon to guide such collaborative efforts. The Principles acknowledge that services should be designed and organised from the customer's perspective, not from the organisation's. Leadership and commitment at both political and administrative levels are crucial to collaborative service delivery. The Principles will need to be supported at all levels if they are to remove barriers that prevent collaboration.

Principle 1: All parties to a collaborative service delivery arrangement must share a common vision and an understanding of the scope.

In a collaborative environment, conflicting pressures and priorities may exist among participants. As a result, it is important to ensure a common vision is developed, documented and shared for all joint work. A collective vision helps focus attention on what is important and ensures that outside influences do not inappropriately shift focus.

Principle 2: Collaborative service delivery will be customer-centric, requiring the customer constituency to be consulted and their views represented in decision-making.

Collaborative service delivery efforts must recognise improvement in the customer experience as a basic driver to collaboration. Therefore customers need to be consulted early and often in the development process to fully understand their needs and priorities. If customers are not directly represented on decision-making bodies, then someone must be specifically designated to represent the customer view. Customer outcome-based performance measurement should be basic to management practices to reinforce a customer-centric approach.

The transition to collaborative service delivery provides the opportunity to review customer services approaches and, where appropriate, design and deploy services centred on the customer. Common and streamlined business processes can provide a greater consistency of customer experience and improvements in public sector efficiency through higher levels of standardisation, reuse of business processes and information, and improved quality.

Principle 3: Participants must demonstrate, through action, a willingness to make collaboration succeed.

Parties must approach collaboration resolute to make collaboration work, finding reasons "why" rather than reasons "why not". Collaboration must respect jurisdictional independence and identity, and be sensitive to compliance obligations placed upon each party by pre-existent policy, legislative and administrative frameworks. Where a conflict between proposed collaborative arrangements and jurisdictional policies and/or legislation becomes apparent, parties must have a willingness to be pragmatic, focus on what is possible and take action to find solutions.

Principle 4: Collaboration arrangements must be collegiate and sufficiently flexible to encourage participation regardless of jurisdictional affiliation or size.

Collaboration arrangements must be flexible enough to allow for different participation levels in order to maximise project exposure to all relevant parties. Where possible, inclusive cross-jurisdictional structures (for example representative sub-committees) must be used in the decision-making process.

Principle 5: A standards based approach to collaboration will be employed whereby relevant standards and guidelines will be agreed early to steer all collaboration work.

A standard is "...a practice, product or guideline that is widely employed or recognised. It can be used as a model of authority and good practice and is used to assure quality and consistency".

Widely accepted and endorsed standards and guidelines exist in areas relevant to service integration from good governance guidelines to technical standards. Existing standards will be adopted where appropriate with preference given to standards that have the broadest application. Standards will be applied at all levels of collaboration i.e. at the technical level to support the development of a secure, interoperable information technology environment and at the governance level to ensure both confidence and credibility in decision making. Standards will seek, wherever possible, to build on those already being used in Australia to support collaborative service delivery. Due to their wide applicability, international standards will be adopted wherever available and appropriate. In areas where standards do not exist, a process will be agreed to determine standards.

Principle 6: An analysis of all costs and benefits must underpin the initial decision and sustain the ongoing case to deliver collaborative services.

In order to be worthwhile and sustainable, the development of an integrated service must be founded on a full analysis of costs and benefits, tangible and intangible, real and imputed, capital and recurrent. The costs and benefits should be supported at senior political and executive levels with consistency between jurisdictions regarding what defines and comprises costs and benefits. The articulation of the costs and benefits may take the form of a business case, however, other cost/benefit analysis tools could be used. Determining an appropriate lifecycle over which to determine the profile of benefits and costs must underpin the case to integrate a service.

The accrual of costs/benefits on a whole-of-government basis must be considered as well as those for individual agencies. Funding models may be used to balance inequalities between the costs and benefits to individual agencies.

Principle 7: Governance arrangements in a collaborative environment must be explicit, open, transparent and sustainable and include a clear definition of accountabilities.

Governance arrangements must be both sustainable and progressively refined in recognition that the collaborative service delivery is not neat or linear, rather an iterative process. They must also be robust enough to anticipate and mitigate risks associated with changes in areas such as policy, personnel, government, and senior executive leaders.

With collaboration comprising multiple participants with differing objectives and modus operandi, a danger exists of becoming overwhelmed by unnecessary bureaucratic measures. Therefore governance mechanisms must be consistently kept to the minimum needed to achieve desired business objectives.

The governance model adopted must be explicit, clarifying roles, responsibilities and accountability structures. It must support a clear understanding of relationships between the collaborating parties and the customers, and it must distinguish between shared and individual accountabilities. This principle applies equally when collaboration involves a private sector partnership.

Principle 8: Collaborative service delivery initiatives must be delivered in a secure environment with acceptable levels of privacy and confidentiality protection.

Customers must be confident that reasonable steps will be taken to assure the security, privacy and confidentiality of any stored information. Any application of privacy law must give clients reasonable control over how their own personal information is used and minimise the risk that it could be misused. Informed consent must be provided prior to personal information being collected and disclosed for the purpose of referral to another jurisdiction or agency.

Principle 9: An express agreement between parties must support any collaborative service delivery.

ISA Action 4.2.5 - Templates and guidelines for agreements between Public Administrations for Sharing and Re-use

The working arrangements/rules of engagement between integrating parties must be documented, signed by appropriate agents, and in an appropriate form i.e. MOU, SLA, contract or combination of these.

Template 2: 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 [xxx] is responsible for maintaining the currency of this Framework. As such, [xxx], 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.

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:

- 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.

ISA Action 4.2.5 - Templates and guidelines for agreements between Public Administrations for Sharing and Re-use

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 [*Risk management standard*].

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 [xxx *relevant privacy regulation*].

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 Standards for information security or their equivalent:

- [xxx]

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.

13.02 As a minimum Parties agree to meet Standard [xxx].

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 [xxx *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.

Template 3: Collaborative Head Agreement

Table of content

Details	3
Agreed terms	4
1. Defined terms & interpretation	4
Part 1 - Collaborative Head Agreement	9
2. Objective	9
3. Principles to Collaborate	9
4. Application of the Objectives and Principles to Collaborate	9
5. Duration of Collaborative Head Agreement	9
6. Structure of Collaborative Head Agreement	Error! Bookmark not defined.
7. Relationship between the Parties	Error! Bookmark not defined.
8. Admission of new Parties to the Collaborative Head Agreement	Error! Bookmark not defined.
9. No legally binding agreement	Error! Bookmark not defined.1
10. Notification to Parties	Error! Bookmark not defined.1
11. Application of Procurement Directive	Error! Bookmark not defined.
12. Governance of Collaborative Head Agreement	Error! Bookmark not defined.
Part 2 - Forming a Project	Error! Bookmark not defined.
13. Pre-Project obligations	Error! Bookmark not defined.
14. Forming a Project Agreement	Error! Bookmark not defined.
15. Project Management	Error! Bookmark not defined.
Part 3 - General obligations and clauses	Error! Bookmark not defined.
16. Branding	Error! Bookmark not defined.
17. Accounting	Error! Bookmark not defined.
18. Public Sector Information	Error! Bookmark not defined.
19. Data management	Error! Bookmark not defined.

**ISA Action 4.2.5 - Templates and guidelines for agreements
between Public Administrations for Sharing and Re-use**

20. Privacy	Error! Bookmark not defined.
21. Confidentiality	Error! Bookmark not defined.
22. Security	Error! Bookmark not defined.
23. Risk management	Error! Bookmark not defined.1
24. Withdrawal, discharge, termination and expiry	Error! Bookmark not defined.
25. Problem resolution	Error! Bookmark not defined.
26. Other matters	Error! Bookmark not defined.
Schedule 1 – Collaborative Head Agreement Details	Error! Bookmark not defined.
Schedule 2 – Conduct of Management Committee	Error! Bookmark not defined.
Schedule 3 – Acknowledgement of Accession	Error! Bookmark not defined.
Schedule 4 – Designated Confidential Information	Error! Bookmark not defined.
Signing page	Error! Bookmark not defined.

Details

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

Parties

Name *[insert name of party]*

Name *[insert name of party]*

Background

- A The Collaboration Framework aims at assisting government agencies to work collaboratively to provide the processes and tools that will increase the ability of agencies to deliver improved services to customers.
- B The collaborative framework 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:

Acceding Party	an Agency who executes an Acknowledgement of Accession to be admitted as a new Party to this Collaborative Head Agreement.
Acknowledgement of Accession	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.
Agency	a body corporate or an unincorporated body established or constituted for a public purpose by [xxx]
Alternative	a person appointed under clause 12.3(a)(ii) and whose position is identified in Schedule 2.
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 public holiday.

**ISA Action 4.2.5 - Templates and guidelines for agreements
between Public Administrations for Sharing and Re-use**

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	<p>information that is by its nature confidential; and</p> <p>(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</p> <p>(b) a Party knows or ought to know is confidential, but does not include:</p> <p>(c) information which is or becomes public knowledge other than by breach of the Collaborative Head Agreement or any other confidentiality obligation.</p>
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.
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 Government through its agencies and contractors.

**ISA Action 4.2.5 - Templates and guidelines for agreements
between Public Administrations for Sharing and Re-use**

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.
Law	any applicable statute, regulation, by-law ordinance or subordinate legislation in force from time to time in [xxx], whether made by a State, or a Local Government.
Local Government	a legally constituted local government authority.
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.
Collaboration Framework	the 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.
Original Service Provider	in relation to a particular Customer, means the Agency 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.
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.
Principles Collaborate	to the Principles to Collaborate set out in annex - template 1 of this document D2.3 Sharing and re-use templates and guidelines for agreements between public administrations.
Project	development of a discrete service to be carried out in accordance with the requirements set out in a Project Agreement.

**ISA Action 4.2.5 - Templates and guidelines for agreements
between Public Administrations for Sharing and Re-use**

Project Agreement	an agreement, in the form of the document entitled 'Template 4 – Project Agreement' of this document D2.3 Sharing and re-use templates and guidelines for agreements between public administrations, between two or more Project Parties.
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, presented in template 1 of this document.
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.

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;

**ISA Action 4.2.5 - Templates and guidelines for agreements
between Public Administrations for Sharing and Re-use**

- (e) a reference to time is to the time in the place where the obligation is to be performed;
- (f) 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;
- (g) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (h) 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;
- (i) the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions,
- (j) 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
- (k) headings are for ease of reference only and do not affect interpretation.

Part 1 - Collaborative Head Agreement

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) Agencies are subject to a number of specific requirements, which support internal and external scrutiny of its tendering and contracting processes. These include:
 - (i) the requirement to publish [xxx]
 - (ii) ...

- (b) Any disclosure requirements additional to those specified in this clause 10 are set out in Schedule 3 to a Project Agreement.

11. Application of Procurement Directive

- (a) This Collaborative Head Agreement is an agreement to collaborate only, and as such the mandatory procurement procedures set out in the Procurement Directive do not apply.
- (b) Each Party will comply with the legislation and procurement policies and guidelines relevant to their respective jurisdiction for the procurement of goods or services that may need to be acquired for a Project.

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 [xxx *governance reference*].
- (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 Data protection, 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. Public Sector Information

Each Party agrees to comply with the Public Sector Information legislation 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 Data protection 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 [*Data Protection Directive*] 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 [*Data Protection Directive*].

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 [xxx]; 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 Standards for information security or their equivalent:
 - (i) [xxx].
- (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 [xxx Risk Management principles, guidelines or 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 [xxx].

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.

Schedule 1 – Collaborative Head Agreement Details

1. Parties

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

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

**ISA Action 4.2.5 - Templates and guidelines for agreements
between Public Administrations for Sharing and Re-use**

2. Details

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

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:

Party name	Representative's details	Alternative's details
<i>[insert the name of the relevant Party]</i>	<i>[insert the name of the Representative]</i> <i>[insert the Representative's contact details]</i>	<i>[insert the name of the Alternative]</i> <i>[insert the Alternative's contact details]</i>

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;

**ISA Action 4.2.5 - Templates and guidelines for agreements
between Public Administrations for Sharing and Re-use**

- (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:

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

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]*.

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

Party	Item	Period of confidentiality
<i>[insert name of Party]</i>	<i>[insert relevant items]</i>	

2. Collaborative Head Agreement-related Material

Party	Item	Period of confidentiality
<i>[insert name of Party]</i>	<i>[insert relevant items]</i>	

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

Template 4: Project Agreement

Table of content

1.	Defined terms and interpretation	3
2.	This Project Agreement	6
3.	Commencement Date and term	6
4.	Responsibilities of the Project Parties	7
5.	Admission of new Project Parties to the Project Agreement	7
6.	Project Plan	7
7.	Project Contributions	7
8.	Project Risk Management	8
9.	Project change control	8
10.	Stakeholder consultation	9
11.	Training and skill levels	9
12.	Performance management	9
13.	Complaint and query handling	9
14.	Reporting	100
15.	Steering Committee	10
16.	Audits	11
17.	Intellectual Property Rights	12
	Schedule 1 – Project Details	13
	Schedule 2 – Statement of Work	15
	Schedule 3 – Specific Requirements	17
	Schedule 4 – Steering Committee	19
	Schedule 5 – Performance Management	20
	Schedule 6 – Risk Management Plan	21
	Schedule 7 – Contributions	24
	Schedule 8 – Acknowledgement of Accession	25

**ISA Action 4.2.5 - Templates and guidelines for agreements
between Public Administrations for Sharing and Re-use**

Schedule 9 – Designated Confidential Information	27
Schedule 10 – Change Order	28
Signing Page	3030

1. Defined terms and interpretation

1.1 Defined terms

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

Acceding Party	an Agency who executes an Acknowledgement of Accession to be admitted as a new Project Party to this Project Agreement.
Acknowledgement of Accession	an acknowledgement in the form at Schedule 11 or other document agreed by the Project Parties that enables a person to become a party to this Project Agreement.
Agency	a body corporate or an unincorporated body established or constituted for a public purpose by [xxx]
Change Order	a formal agreement to change any aspect of the Project, including scope, substantively in the form of Schedule 13.
Collaborative Head Agreement	the agreement of that name executed by some or all of the Project Parties on or about the date specified in the Background to this Project Agreement under which the parties agreed to collaborate on the terms and conditions of the agreement.
Confidential Information	information that is by its nature confidential; and (a) is designated by a Project Party as confidential and is described in Schedule 12; or (b) a Project 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 this Project Agreement or any other confidentiality obligation.
Contributions	the cash and in-kind contributions by a Project Party to the Project in accordance with the requirements set out in the 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 the Project.
Data	any record, material, data, documents or Information.
Identity Specifications	the method and details for authenticating a Project Party's identity set out in Schedule 6 or otherwise agreed in writing between the parties.

**ISA Action 4.2.5 - Templates and guidelines for agreements
between Public Administrations for Sharing and Re-use**

Information	includes any information developed, received or collected by, or on behalf of, the Government through its agencies and contractors.
Initial Project Term	the period specified in item D of the Project Details.
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.
Law	any applicable statute, regulation, by-law ordinance or subordinate legislation in force from time to time in [xxx], whether made by a State, or a Local Government.
Management Committee	the committee established under clause 12 of the Collaborative Head Agreement.
Milestone	a milestone for the carrying out of a Project Party's particular service, function or responsibility, which is specified in the Project Plan.
Milestone Date	a date identified as such in the Project Plan.
Collaboration Framework	the Collaboration Framework, which is a suite of documents and tools to assist agencies through collaborative processes to deliver better services.
Personnel	employees, officers, agents and subcontractors.
Project	development of a discrete service to be carried out in accordance with the requirements set out in this Project Agreement.
Project Agreement	this agreement as described in clause 2.1 and as amended from time to time in accordance with clause 9.
Project Commencement Date	the date of commencement of the Project specified in item A of the Project Details.
Project Details	the details for the Project as set out in Schedule 1.
Project Manager	the person performing this role as set out in item F of the Project Details.
Project Parties	the parties to this Project Agreement.

**ISA Action 4.2.5 - Templates and guidelines for agreements
between Public Administrations for Sharing and Re-use**

Project Plan	the plan developed by the Project Parties in accordance with clause 6.
Risk Management Plan	the plan substantively in the form of Schedule 9 to be developed by the Project Parties under clause 8.
Schedule	any of Schedule 1 to Schedule 13 (as the context requires) all of which form part of this Project Agreement.
Service Levels	the standards of service as specified in Schedule 8.
Stakeholder	an entity which has an interest in a particular government service.
Statement of Work	Schedule 5 which describes the services, functions and responsibilities to be performed by each Project Party in relation to the Project.
Steering Committee	a committee established under clause 15.
Term	the Initial Project Term plus any extension exercised in accordance with clause 3.2.

1.2 Interpretation

In this Project 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 Project Agreement, and a reference to this Project 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 time is to the time in the place where the obligation is to be performed;
- (f) a reference to a party is to a party to this Project Agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assignees and substitutes;
- (g) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (h) 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;
- (i) the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;

- (j) 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
- (k) headings are for ease of reference only and do not affect interpretation.

2. This Project Agreement

2.1 Project Agreement

- (a) This Project Agreement consists of:
 - (i) clauses 1 to 17 and the Schedules of the Project Agreement; and
 - (ii) clauses 1 to 26 of the Collaborative Head Agreement, with the exception of clauses 5 and 12 of the Collaborative Head Agreement.
- (b) In the event that a Project Party is not a party to the Collaborative Head Agreement, references to 'Parties' throughout clauses 1 to 26 of the Collaborative Head Agreement will be read as if they were references to 'Project Parties'.

2.2 Project Parties not parties to the Collaborative Head Agreement

Any Project Party that is not a party to the Collaborative Head Agreement acknowledges that it has been provided with a copy of the Collaborative Head Agreement.

2.3 Inconsistency

- (a) In the event of an inconsistency between clauses 1 to 26 (excluding clauses 5 and 12) of the Collaborative Head Agreement and this Project Agreement, the Project Agreement will prevail to the extent of the inconsistency.
- (b) In the event of an inconsistency between clauses 1 to 17 and any Schedule, the Schedules will prevail to the extent of the inconsistency.

3. Commencement Date and term

3.1 Initial Project Term

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

3.2 Option Period

- (a) The Initial Project Term may be extended with the unanimous agreement of the Project Parties for further period(s), specified in item E of the Project Details (each an **Option Period**).
- (b) Any extension exercised in accordance with this clause 3.2 takes effect from the end of the then current Project Term.

4. Responsibilities of the Project Parties

Each Project Party agrees to carry out the services, functions and responsibilities which are allocated to that Project Party as specified in the Statement of Work, Schedule 6 and in accordance with the Project Plan (if relevant).

5. Admission of new Project Parties to the Project Agreement

- (a) The Steering Committee may from time to time by unanimous resolution decide to admit a new party to this Project Agreement on terms determined by the Steering Committee.
- (b) To be admitted as a new Project Party to this Project Agreement, the prospective party must by Acknowledgement of Accession acknowledge the receipt of a copy of this Project Agreement and confirm the provisions of this Project Agreement as if it were a signatory to this Project Agreement.

6. Project Plan

The Project Parties agree to prepare a Project Plan for the Project in a format agreed by the Project Parties.

7. Project Contributions

7.1 Contributions

- (a) The Project Parties will make Contributions for the Project in accordance with the requirements specified in Schedule 10.
- (b) Contributions may include financial inputs or in-kind contributions such as personnel, facilities or equipment.

7.2 Transparency of Contributions basis

The Project Parties agree that the basis of each Project Party's Contributions should be transparent to the extent that transparency requirements do not become administratively onerous.

7.3 N/A

8. Project Risk Management

8.1 Project Risk Management

- (a) In carrying out its obligations under this Project Agreement, each Project Party agrees to apply and comply with [xxx *Risk Management principles, guidelines or standards*].
- (b) The Project Parties agree to develop a Risk Management Plan for each Project to be operational by the Project Commencement Date. The Risk Management Plan will be substantively in the form of Schedule 9, and will be updated by the Steering Committee as required throughout the Project Term.
- (c) Risk management issues specific to the Project will be managed in accordance with the Risk Management Plan.

8.2 Liability to third party

The Parties agree that any liability owed to a third party that arises as a consequence of this Project Agreement will be governed by the arrangements for managing liability as specified in the Risk Management Plan, guided by the general principle that the Project Party which is in the best position to manage risk should bear primary responsibility for such liability.

9. Project change control

9.1 Changes of scope

A Project Party will not be bound by any changes to the nature and scope of the Project, or requirements of the Project Details, unless those changes are agreed in accordance with the procedure specified in this clause 9.

9.2 Request for scope change

A Project Party may propose a change in the scope of the Project by giving a notice to the other Project Parties, in the form of a Change Order, specifying the proposed change or extension.

9.3 Specify particular amendments

The Project Parties agree that, to the extent practicable, a Change Order will specify particular amendments to the Project Agreement that will be required to give effect to that Change Order, should the changes be accepted.

9.4 Change

A Change Order will take effect following agreement in writing by all of the Project Parties.

10. Stakeholder consultation

- (a) Project Parties will consult Stakeholders during the design, development and post implementation of the Project and that the consultation will be tailored to match the magnitude, diversity and nature of the Project.
- (b) Project Parties agree that pre-existing Stakeholder forums will be used where appropriate to undertake the consultation.

11. Training and skill levels

- (a) Each Project Party will be responsible for ensuring that its own Personnel have the training and skills to effectively participate in the Project.
- (b) Project Parties will jointly scope and determine in advance training for Personnel associated with the Project. Any particular training required for Personnel associated with the Project will be specified in Schedule 6.

12. Performance management

- (a) Project Parties agree to use performance management and measurement mechanisms as part of the Project. These performance mechanisms will be set out in Schedule 8.
- (b) Project Parties agree that performance management and measurement mechanisms will be equitable and mutually beneficial.

13. Complaint and query handling

13.1 Objective

Project Parties agree to work collaboratively in relation to the handling of complaints and queries by Customers to ensure that the process:

- (a) is Customer focused;
- (b) provides Customers with clear and timely resolution of complaints; and
- (c) meets any performance measures set out in Schedule 8.

13.2 Complaint and query handling

In handling complaints and queries by Customers, the Project Parties agree to:

- (a) not:
 - (i) attribute blame for any complaint; or
 - (ii) misrepresent each other;
- (b) meet or exceed the standards for handling of complaints set out in [xxx relevant standards];

- (c) ensure a complete and integrated complaint resolution process, covering the complete complaint resolution life-cycle, is put in place up front between all Project Parties;
- (d) assign responsibility between the Project Parties for the complaint resolution process;
- (e) make available the complaint resolution process to the Customer at the time the complaint is made;
- (f) work collaboratively to provide and share information for the timely resolution of complaints;
- (g) work together to prevent further complaints by identifying why complaints or queries have arisen and jointly determining what can be done to resolve them; and
- (h) ensure all potential handlers of complaints are trained appropriately and in the manner in which the interaction with the Customer should be conducted.

14. Reporting

14.1 Reporting

The Project Parties will:

- (a) integrate management reporting arrangements to meet the needs of all Project Parties with a view to not unduly burdening Project Parties with duplicate or complicated reporting;
- (b) to the extent possible, cooperate and provide Data to 'business as usual' financial reporting requirements of other Project Parties within the scope and purpose of the collaboration; and
- (c) comply with any financial reporting requirements specified in Schedule 6.

15. Steering Committee

15.1 Steering Committee Representatives

- (a) A Project Party may appoint at any time by notice in writing to the other Project Parties up to 2 Steering Committee representatives to represent the interests of that Project Party in connection with the Project Agreement.
- (b) The Project Parties agree that the representatives do not have to be employees of the Project Parties.

15.2 Steering Committee meetings

The Steering Committee will meet as set out in Schedule 7.

15.3 Project administration

The Steering Committee will be responsible for the administration of the Project including:

- (a) identifying and administering the policies and procedures for:

- (i) Data ownership, definition, access and transfer protocols;
 - (ii) Data quality and integrity standards;
 - (iii) management of and access to Data;
 - (iv) protection of Data;
 - (v) technical standards for information transfer/access;
 - (vi) authentication of Data by receiving Project Party;
 - (vii) operating infrastructures and transmission protocols;
 - (viii) quality assurance systems;
 - (ix) performance control system;
 - (x) performance audits; and
 - (xi) co-ordinating the Risk Management Plans;
- (b) negotiating and tracking any Contributions between Project Parties;
 - (c) managing any changes to the Project or Project Agreement;
 - (d) reporting to the Management Committee in accordance with clause 15.2 of the Collaborative Head Agreement; and
 - (e) acting in accordance with the responsibilities set out in Schedule 7.

16. Audits

16.1 General

- (a) Project Parties will specify any auditing requirements in Schedule 6.
- (b) Project Parties will cooperate with the auditing requirements of individual Project Parties.

16.2 Powers

- (a) Subject to clause 16.2(b) and without limiting any other provision of this Project Agreement the:
 - (i) [xxx]
or their delegate, for the purpose of performing their statutory functions or powers respectively, may, at reasonable times:
 - (ii) access the premises of a Project Party;
 - (iii) require the provision by the Project Party and/or its Personnel, of records and other information which are related to the Project Agreement; and

- (iv) inspect and copy documentation and records or any other matter relevant to a Project Party's obligations or performance of the Project Agreement, however stored, in the custody or under the control of a Project Party, and its Personnel.
- (b) Except when notice is not practicable or appropriate, Project Parties agree to give the Project Party being audited reasonable notice of an audit and where reasonably practicable an indication of which documents or class of documents the auditor may require.

17. Intellectual Property Rights

17.1 IPR requirements

The Project Parties agree that requirements relating to IPR will be set out in Schedule 6.

17.2 Pre-existing IPR

- (a) Project Parties agree that any IPR existing at the Commencement Date (**pre-existing IPR**) will be recognised and respected under any Project Agreement. A Project Party will not assert ownership of all or part of another Project Party's pre-existing IPR.
- (b) Project Parties agree that pre-existing IPR will only be used as authorised by the owner of the IPR or as permitted under Law.

Schedule 1 – Project Details

1. Project Parties

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

Description	Details
Name	<i>[insert name of Project Party]</i>
Address details	<i>[insert street address]</i>
Address for notices	<i>[insert name and/or position of person to receive notices]</i> <i>[insert postal address]</i> <i>[insert physical address]</i> <i>[insert facsimile number]</i>
Description	Details
Name	<i>[insert name of Project Party]</i>
Address details	<i>[insert street address]</i>
Address for notices	<i>[insert name and/or position of person to receive notices]</i> <i>[insert postal address]</i> <i>[insert physical address]</i> <i>[insert facsimile number]</i>

3. Details

Item number	Description	Clause reference	Details
C	Project Commencement Date	1.1	<i>[insert the date the Project Agreement is to commence eg, dd/mm/yy]</i>
D	Initial Project Term	1.1	<i>[insert the initial term for which the Project Agreement is to continue eg, 1 year]</i>
E	Option Period	3.2	<i>[insert Option Period eg, 2 periods each being 1 year in duration. If no Option Period]</i>

**ISA Action 4.2.5 - Templates and guidelines for agreements
between Public Administrations for Sharing and Re-use**

Item number	Description	Clause reference	Details
			<i>applies, insert 'not applicable'</i>
F	Project Manager	1.1	<i>[insert the name and contact details of the Project Manager]</i>

Schedule 5 – Statement of Work

[Note to User: If an item below is not applicable to your Project, mark as 'not applicable' underneath the relevant heading.]

1. Overview of Project

[insert an overview of the Project]

2. Objectives of Project

[insert a description of the objectives of the Project]

3. Value proposition

[insert a statement explaining the value proposition of the Project]

4. Scope of the Project

[insert a description of the scope of the Project (ie, what is included in the Project and what is excluded)]

5. Services

[insert a description of the services to be provided as part of the Project]

6. Roles and responsibilities of each Project Party

[insert a description of the roles and responsibilities for each Project Party (ie, services that the Project Party must deliver and timeframes under which they must be delivered)]

7. Change management

[insert a description of how a change to the scope of the project, changes to the Project Parties or other changes will be managed]

8. Data quality and management

[insert a description of any specific Data quality and management requirements in addition to those in clause 19 of the Collaborative Head Agreement]

9. Standards

[insert a description of any standards to be followed in relation to the delivery of services]

10. Communication management

[insert a description of any processes to be followed to ensure effective communication management between the Project Parties]

11. Risk and issues management

[insert a description of any processes to be followed to ensure effective risk and issues management between the Project Parties]

12. Problem resolution

[insert a description of any processes to be followed in addition to those set out in clause 25 of the Collaborative Head Agreement]

13. Acceptance testing

[insert a description of any acceptance testing requirements for Project deliverables]

14. Project implementation review

[insert a description of any review processes to be carried out by the Project Parties following implementation of a Project. For example, target outcomes, performance against Service Levels and transition]

Schedule 6 – Specific Requirements

[Note to User: If an item is not applicable to your Project, mark as 'not applicable' in the relevant item.]

1. Additional terms and conditions

[insert a description of any terms and conditions that should apply in addition to those already specified in the Project Agreement]

2. Project governance

[insert a description of any specific project governance procedures that should apply]

3. Monitoring and reporting requirements

[insert a description of any specific monitoring and reporting requirements (including frequency and content)]

4. Financial reporting requirements

[insert a description of any specific financial reporting requirements in relation to the Project]

5. Training requirements

[insert a description of any specific training requirements in addition to those in clause 11]

6. Auditing requirements

[insert a description of any specific auditing requirements in addition to those in clause 16]

7. Additional disclosure requirements

[insert any disclosure requirements additional to those specified in clause 10 to the Collaborative Head Agreement]

8. Intellectual Property Rights

[insert a description of any specific requirements in relation to ownership and use of Intellectual Property Rights. Refer to clause 17]

9. Branding requirements

[insert a description of any specific branding requirements in addition to those in clause 16 of the Collaborative Head Agreement]

10. Privacy requirements

10.1 General

[insert a description of any general privacy requirements that are to apply in addition to those set out in clause 20 of the Collaborative Head Agreement]

10.2 Form of consent

[insert a description of any requirements in relation to the form of consent for disclosure of Personal Information]

11. Confidentiality requirements

[insert a description of any confidentiality requirements that are to apply in addition to those set out in clause 21 of the Collaborative Head Agreement]

12. Security requirements

[insert a description of any security requirements that are to apply in addition to those set out in clause 22 of the Collaborative Head Agreement]

13. Identity Specifications

[insert any required methodology for authenticating a Project Party's identity. See clause 19.2(b)(i) of the Collaborative Head Agreement]

Schedule 7 – Steering Committee

1. General

- (a) The Steering Committee will guide its Project (including assessing performance issues and tracking actions) and will also take into consideration the broader outcomes sought by collective Projects (if relevant).
- (b) The Steering Committee will meet [*weekly/monthly/quarterly*]. Meetings may be held by telephone or video conference.

2. Project Management

The Project Manager will:

- (a) control, coordinate, administer and direct all activities relevant to the Project;
- (b) take accountability for planning, Project outputs and Stakeholder engagement;
- (c) engage, supervise, control, coordinate and direct all consultants; and
- (d) [*insert a description of any other services required*].

3. Project Administration

The Steering Committee will be responsible for the administration of each Project in accordance with the requirements set out in clause 15.3.

Schedule 8 – Performance Management

1. General

Each Project Party agrees to:

- (a) at all times meet or exceed the Service Levels applicable to that Project Party; and
- (b) measure and report its performance against the Service Levels in accordance with the requirements of clause 3 of this Schedule using appropriate measurement and monitoring tools and procedures.

2. Service Levels

Item number	Project Party	Service Level
1.	<i>[insert Project Party name]</i>	<i>[insert the Service Level that is to apply to the Project Party]</i>
2.		

3. Measurement and reporting mechanisms

[insert a description of how Service Levels will be measured]

[insert details of the reporting against Service Levels that is to take place, including the frequency, who has responsibility etc]

Schedule 9 – Risk Management Plan

RISK ANALYSIS SUMMARY

	Description of the risk	Rating of likelihood <i>(Almost certain, likely, moderate etc)</i>	Rating of consequence <i>(Severe, major, moderate etc)</i>	Risk priority rating <i>(Extreme, high, medium etc)</i>	Proposed treatment of risk
1.					1.1
2.					2.1
3.					3.1
4.					4.1
5.					5.1
Date of risk analysis:		Risk analysis updated on:			This risk analysis confirmed by:

RISK RATING LEGEND

CONSEQUENCE SCALES

Rating	Description
Severe	Would stop achievement of functional goals/objectives
Major	Would threaten functional objectives
Moderate	Necessitates significant adjustment to overall function
Minor	Would threaten an element of the function
Insignificant	Lower consequences

LIKELIHOOD SCALES

Almost certain	The event is expected to occur
Likely	There is a very high likelihood that this event will occur
Moderate	There is a high likelihood that this event will occur
Unlikely	There is a fair likelihood that this event will occur
Rare	This event is not expected to occur

**ISA Action 4.2.5 - Templates and guidelines for agreements
between Public Administrations for Sharing and Re-use**

RISK PRIORITY MATRIX

Likelihood	Consequence				
	Insignificant	Minor	Moderate	Major	Severe
Almost certain	Medium	Medium	High	High	Extreme
Likely	Medium	Medium	Medium	High	Extreme
Moderate	Low	Medium	Medium	High	High
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Low	Medium	Medium

Schedule 10 – Contributions

1. Introduction/overview

[insert an introduction and overview of the Project Parties' general approach to Contributions]

2. Contribution details – funding

[insert details of any funding for the Project to which this Project Agreement relates]

3. Other Contributions

[insert a description of any other Contributions for the Project to which this Project Agreement relates (eg, Personnel, IPR, premises or facilities)]

Schedule 11 – 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 ie, address and fax number]*

Background

- A This acknowledgement is supplemental to a Project Agreement dated *[insert date]* executed by *[insert]* and other entities in relation to *[insert a description of the Project Agreement]*.
- G This acknowledgement and clause 5 of the Project Agreement facilitate the admission of the Acceding Party as a Project Party to the Project Agreement.

Agreed terms

1. Definitions and interpretation

1.1 Definitions

Words and expressions defined in the Project 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 Project Agreement apply to this acknowledgement.

2. Acknowledgement by Acceding Party

The Acceding Party:

- (a) confirms that it has been supplied with a copy of the Project Agreement and the Collaborative Head Agreement; and

- (b) covenants with all the present parties to the Project Agreement (whether original or by subsequent accession) to observe and perform by all the terms of the Project Agreement so that the Acceding Party is deemed, from the date of this acknowledgement, to be a party to the Project 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 Project Parties.

4. Governing law

This acknowledgement is governed by the laws of *[insert applicable Country]*.

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 12 – Designated Confidential Information

1. Project Agreement provisions / Schedules

Project Party	Item	Period of confidentiality
<i>[insert name of Project Party]</i>	<i>[insert relevant items]</i>	

2. Project Agreement-related Material

Project Party	Item	Period of confidentiality
<i>[insert name of Project Party]</i>	<i>[insert relevant items]</i>	

Schedule 13 – Change Order

This Change Order (including its attachments, if any) serves to vary the Project Agreement in accordance with the terms set out below. Unless specifically stated in this Change Order, all terms and conditions of the Project Agreement continue unaffected.

1.	<i>Project Agreement number</i>	
2.	<i>Project Agreement title</i>	
3.	<i>Change Order number</i>	
4.	<i>Project Party instigating the change</i>	
5.	<i>Details of change (use attachments if required)</i>	
6.	<i>Implementation date of Change Order</i>	
7.	<i>Effect on services</i>	
8.	<i>Effect on Service Levels</i>	
9.	<i>Effect on Project Plan</i>	
10.	<i>Effect on Customers</i>	
11.	<i>Effect on Contributions payable or expenses</i>	
12.	<i>Effect on documentation</i>	
13.	<i>Effect on training</i>	
14.	<i>Other relevant matters (eg transitional impacts)</i>	

Project Party

Name (print)

Position

Signature

Date

**ISA Action 4.2.5 - Templates and guidelines for agreements
between Public Administrations for Sharing and Re-use**

Project Party

Name (print)

Position

Signature

Date

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 Project Party Name]*
represented by *[insert Agency name]* by an
authorised officer in the presence of

←

Signature of officer

←

Signature of witness

Name of officer (print)

Name of witness (print)

Office held

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

←

Signature of officer

←

Signature of witness

Name of officer (print)

Name of witness (print)

Office held