MEMORANDUM OF UNDERSTANDING

Between

*[Insert Party A]*

and

*[Insert Party B]*

For the exchange of data, related information and other services

|  |
| --- |
| This MOU does not replace the requirements on agencies to comply with other applicable laws and policies |

|  |  |
| --- | --- |
| **Memorandum between** | *[Insert Party A]* of *[Insert Party A address]* |
|  | Contact Person: *[Insert Party A name]*Phone : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **And** | *[Insert Party B]* of *[Insert Party B address]* |
|  | Contact Person: *[Insert Party B contact name]*Phone : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |

# Introduction

## This Memorandum of Understanding (MOU) is entered into on *[date]* by *[Insert Party A]* and *[Insert Party B]*.

## The purpose of this MOU is to outline the general principles for the sharing of data and related information between *[Insert Party A]* and *[Insert Party B]*.

## Both Parties agree to work together to fulfil the intention of this MOU.

## This MOU may be supported by any Data License Agreement (DLA) to be entered into between the Parties and which contains detailed specifications of the nature and extent of activities and obligations to be undertaken by the Parties and provides details of licensing conditions.

## Under this MOU, data is defined as including but not limited to all datasets including maps, reports, statistics, and surveys (including backups, archive copies and derived data) in whatever format they are held (excel, numbers, pages, pdf, word etc).

# Term

##  This MOU will commence on the day it is signed by the parties.

## This MOU may be terminated:

### by either Party giving the other Party six months written notice,

### by either Party giving the other Party written notice in the event of non-observance of the purpose of this MOU,

### by either Party giving the other Party written notice in the event that any conflict or dispute arising out of this MOU is unable to be resolved,

### upon notification to the other Party that one Party is wound up or otherwise dissolved, or

### by the non-breaching party in the event of material breach of any DLA entered into between the Parties.

## The MOU will be reviewed every two years or as required to ensure it continues to meet the needs of both Parties. Its terms may be varied by mutual agreement in response to changes in user requirements, user demand, legislative and policy changes, changes in business processes or other significant factors impacting on the performance of the services.

# Purpose

## The Parties will work cooperatively to ensure the data, related information and other services described in the DLA are delivered in accordance with the terms of that agreement.

## The Parties agree to work collaboratively to:

### build and maintain their working relationship,

### establish and implement standards for data exchange and other services to improve reliability, quality, timeliness and access to information,

### commit to sharing data even where there are data gaps and issues about the quality of the data, and

### identify opportunities to work in partnership to eliminate duplication of effort and support government initiatives.

## Data and other related information which may form part of this MOU are summarised in the attached schedule A.

# General

## Unless otherwise agreed in the DLA, each Party is responsible for meeting its own costs in respect to all matters arising from this MOU.

## No action taken by either Party or implied by this MOU shall in any way give rise to the transfer of the intellectual property of one Party to the other or to any third party unless agreed in the DLA.

## No action taken in executing this MOU shall be used as the means to transfer liability in any form from one Party to the other unless agreed in the DLA.

## Each Party will use its best endeavours to ensure that the information provided is as up to date and accurate as possible.

## Each Party will ensure that all concerns and qualifications about the data are set out in the metadata

## Neither Party will be liable for any loss suffered by the other Party through the use of such information unless agreed in the DLA.

## Any variation to this MOU must be agreed in writing between the Parties.

# Governance

## Each Party will have in place a governance framework that supports the exchange of data, related information and other related services as agreed in the DLA and also supports the intent of this MOU.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Signed for** *[Insert Party A]***, by:** |  |  |
|  |  |
| Full Name of Authorised Officer | Signature of Authorised Officer |

|  |  |  |
| --- | --- | --- |
| **Signed for** *[Insert Party B],* **by:** |  |  |
|  |  |
| Full Name of Authorised Officer | Signature of Authorised Officer |

# Schedule A

**Section 1. Existing agreements in place (Version 1.0)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Existing agreements** | **Description** | **Existing agreements to remain in place** | **Existing agreements to be subsumed by the DLA** |
|  |  |  |  |
|  |  |  |  |

*Note: Schedule A will be completed by the relevant officer who will forward an updated schedule for attachment to this document*

# Schedule A

EXAMPLES FOR DEMONSTRATION PURPOSES ONLY

**Section 2. Future specifications for the exchange of data, related information and other services (version 1.0)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Schedule to DLA** | **Proposed data to be exchanged**  | **Description** | **Specifications to be developed as Attachment 1 to the DLA** | **Specifications completed and attached to the DLA** |
|  | Seasonal Rainfall data | Spreadsheets, tables, records or other data to be delivered in a digital format or other form as mutually agreed by the Parties. | Yes | DateDoc No |
|  | Aerial Forest Imagery | Images, diagrams and / or maps to be delivered in a digital format as mutually agreed by the Parties | Yes |  |
|  | Land clearance reports | Reports, publications or other documents to be delivered in a digital format or other form as mutually agreed by the Parties | Yes |  |
|  | Supporting documentation  | Any documentation or instructions which assist the Party receiving the data or related information to access, assess and use the data or related information for the purposes and intent of this MoU as may be requested by that Party from time to time. | Yes |  |
|  | Related services | Any technical, or similar support which assists the Party receiving the data or related information to access, assess and use the data or related information for the purposes and intent of this MoU. | Yes |  |

Notes:

* The proposed data to be exchanged as listed above is subject to negotiation and agreement of the DLA.
* This Schedule A will be updated as required and agreed by both Parties.
* This MOU specifically excludes any data or related information for which the party requested to deliver the data or related information does not hold the rights necessary to pass the data or related information to the other Party..
* Future specifications shown at section 2 will be developed subject to availability of resources of both parties