MASTER SHARING AGREEMENT

FOR <Purpose>

Date:

Parties:

The following parties (the ’Parties’) represent the <number of> Queensland Government agencies that hold information relevant to <the purpose>

* <list of agencies here>.

Purpose:

<Description of the purpose, and brief justification. Should be approximately 100-200 words>.

Recitals:

This sharing agreement represents the arrangement between the parties to exchange confidential information. Each party has statutory authority to exchange confidential information with each other to fulfil their legislative functions, within certain parameters. The relevant legislation are:

| Party | Legislation |
| --- | --- |
|  |  |

The genesis of this agreement can be found in a number of reports into <topic>.

1. Outputs from commissions, taskforces, reviews, audits, and other whole of government commitments

# Part 1: The Agreement

1. Objective

This Master Sharing Agreement (MSA) describes the commitment of the agencies (the Parties) to a framework for multi-agency exchange of information. The objective of the information sharing is to improve communication, cooperation and coordination between agencies to ensure <detailed description here, including the business justification and benefits>.

1. Structure and context

This MSA represents a single agreement outlining a principle based approach to the sharing of information relating to <purpose>.

The information sharing principles apply to exchange of relevant information between the Parties as described by this agreement. This level of information sharing will contribute to the Queensland Government’s ICT vision by maximising the use of information assets, minimising data duplication, increasing cooperation between agencies, and reducing the costs of service delivery.

Detailed descriptions of the relevant information to be shared between the Parties, and the conditions under which sharing will occur, is articulated in separate information exchange schedules attached to this MSA.

Each information exchange schedule has two parts:

* Part A – Descriptive Information: describes the data subject to exchange and the associated custodianship arrangements
* Part B – Technical information: describes the technical specification required for exchange.

1. Definitions[[1]](#footnote-2)

| Term | Definition |
| --- | --- |
| Custodian | The Custodian is the recognised officer responsible for implementing and maintaining information assets in accordance with the rules set by the owner to ensure proper quality, security, integrity, correctness, consistency, privacy, confidentiality and accessibility. Custodians are responsible for specific classifications or categorisations of information assets. The custodian may also be the owner. |
| Incident | Any event that is not part of the standard operation of a service that causes, or may cause, an interruption to, or a reduction in, the quality of that service. |
| Incident Manager | The person responsible for the resolution of any information security incidents. |
| Information | Refers to Government information, including reports, documents, data sets and information agencies collect or produce for statutory purposes or other business needs. |
| Information exchange | The giving and receiving of data between government agencies for the purposes of improving service delivery. |
| Information sharing | Any sharing of information and/or data between government agencies for the purposes of improving service delivery. |
| Owner | Information as an asset is owned by the State of Queensland. The delegated owner is the recognised officer who is identified as having the authority and accountability under legislation, regulation or policy, for the collection and management of information assets on behalf of the State of Queensland, usually the Chief Executive Officer (CEO) of each agency. |
| Point of truth | The authoritative source of the data as determined by the information owner. |
| Recipient | The recipient receives the information and/or data from the custodian and agrees to uphold the principles of this agreement and use the data to improve service delivery. The recipient may also add value to the information and data. There may be more than one recipient involved in an information exchange. |

# Part 2: Information Sharing Principles

The following section details the enduring principles that provide a foundation for the sharing of Queensland Government information when <purpose>.

1. Sharing our information
   1. The Parties agree to establish information exchanges to streamline the sharing of agency information pertaining to <data entities>, to <benefit>.
   2. Each information exchange is described in a standard format and used in conjunction with this agreement as an individual exchange schedule.
   3. Each exchange schedule has two parts. Part A describes the data elements to be exchanged, the associated custodianship arrangements and usage parameters. Part B outlines the technical details associated with how the data will be exchanged.
2. Our roles and responsibilities
   1. The Parties agree that for each information exchange, an identifiable accountable officer for each of the roles of owner, custodian, recipient and incident manager is assigned.
   2. Executive leaders of the Parties commit to sharing data relating to <entities and purpose>.
3. Our plan to minimise duplication
   1. Parties commit to eliminating unnecessary duplication, reducing waste and the potential for error in the collection and preparation of information relating to <purpose>.
   2. To deliver improved response management for <purpose>, Parties agree to maximise the use of data from original sources to ensure integrity is maintained. Parties agree to maximise the use of data from original sources to ensure integrity is maintained.
   3. Wherever possible, automated mechanisms will be used to share data.
4. Our legislative responsibilities
   1. Legislation relative to the business operations of each agency are to be adhered to by the relevant agency.
   2. All Parties are bound by the *Queensland Information Privacy Act 2009* (IP Act) and the *Right to Information Act 2009*.
   3. Unresolved issues relating to the protection of personal information must be escalated to the Queensland Information Privacy Commissioner if not resolved between the Parties following the completion of a Privacy Threshold Assessment or Privacy Impact Assessment.
   4. Primary legislation governing the confidentiality and disclosure of information between agencies takes precedence over the Information Privacy Principles of the IP Act. Primary legislation directly relevant to each information exchange will be detailed in the Information Exchange Schedules.
   5. All Parties will respect existing legislation to ensure the legal obligations under which they operate are observed.
5. How we use and disclose the information exchanged
   1. Information received as part of any exchange is to be used for the purpose articulated in this MSA only, and is not to be disclosed to any third party outside of this agreement unless otherwise determined by law.
   2. Access to the data entity described in the information exchange schedule is for authorised purposes only.
   3. Access to the data will be available to <authorised groups / individuals> involved in <activities>.
   4. An access and audit log will be retained <Party >A as custodians of any combined information exchanged under this agreement.
   5. Parties agree to maintain individual audit and access logs for the information exchanged.
6. Licensing of our data
   1. The Parties aim to provide information free of licensing restrictions.
   2. If existing licensing restrictions apply, the Parties agree to abide by the existing licenses and assign attribution where required.
7. Our agreed funding arrangements
   1. <What is the funding model? For example, Parties agree to jointly fund any on-going costs associated with the <purpose>>.
   2. <What is the funding model? For example, Parties agree that any necessary purchases, installation of equipment required to access shared information, and ongoing costs are to be funded by the individual agencies involved.>
8. How we plan to resolve disputes and manage incidents
   1. Where an issue arises among or between agencies in relation to any matter covered in this agreement, the Parties involved will discuss and attempt to resolve the issue.
   2. Where an issue cannot be resolved by the Parties involved, resolution of the dispute is to be escalated as per the relevant information exchange schedule with ultimate responsibility residing with the <group>.
   3. Reported incidents, including security breaches, unavailability, quality issues, and privacy breaches will be managed separately for each information exchange.
   4. The Parties agree to articulate the process for incident management in each information exchange schedule.
9. Our plan to maintain information quality
   1. The Parties take full responsibility for the validity, accuracy, completeness and currency of the data elements where they are responsible for the source of truth at the time of an information exchange.
   2. Parties to this agreement that become aware of discrepancies in exchanged information will immediately report the discrepancy to the other Parties to this agreement and act in good faith to make amends.
10. How we keep our information secure
    1. Information Standard – Information Security 18 (IS 18) applies to all information handled and exchanged.
    2. The Parties take all reasonable steps to ensure the information exchanged under this agreement is adequately safeguarded against security breaches.
    3. Parties consult one another on a regular basis on issues relating to security compliance, information de-identification, disposal and protection measures in place.
    4. The Parties agree to classify information subject to this exchange according to the Queensland Government Information Security Classification Framework (QGISCF).
11. Ensuring continuity of our services
    1. The Parties have a responsibility to ensure continuity in the sharing of relevant information as stipulated in the information exchange schedules.
    2. In the event of any service disruption, the relevant Parties agree to work together to minimise impact and disruption.
    3. The Parties agree to ensure that requirements for the continuity of all information subject to an exchange schedule are prioritised in each agency’s Business Continuity Plan (BCP) and ICT Disaster Recovery Plan (ICT DRP).
    4. Any significant disruption to information exchanges will be investigated by the Parties involved and procedures adjusted accordingly to reduce the likelihood of repeat occurrences.
    5. All Parties are to be informed of any disruption to continuity within agreed timeframes.
12. Our agreed governance model
    1. This MSA commences when executed by the Parties.
    2. This MSA may be varied, amended or terminated with the written consent of all Parties.
    3. A Party may withdraw from this MSA by giving at least two months’ notice in writing to the other Parties stating the date on which the withdrawal will be effective.
    4. Amendments to this MSA may be made at any time with the mutual agreement of all the Parties.
    5. The <group> will be responsible for managing this MSA and the associated exchange schedules.
13. How we measure our success
    1. The parties agree to establish measures of effectiveness and efficiency that gauge the success of implementing this MSA (i.e. <examples here>) and related information exchange schedules.
    2. Measures of success will be managed and reviewed by the <group>.
14. How to interpret this agreement
    1. This agreement:
    * Is not legally binding
    * Records the commitment of the Parties, to abide by the arrangements set out in this agreement as they relate to the improvement of interagency sharing of information for <purpose>.
    * Does not require, or permit an action that is not lawfully permitted.
    * Is subject to broader continuous improvement and innovation in information sharing across Queensland Government agencies.

# Signatories

Each party to this agreement has a separate signatory page confirming commitment to the principles of information exchange for the <purpose>. The Parties are:

* <list of agencies here>.

The Parties below confirm their commitment to the principles of information exchange as outlined in this agreement for the <purpose>

|  |  |
| --- | --- |
| Signed for and on behalf of the **Party A**  Name  **Position / Role**  Date: | Signed for and on behalf of the **Party B**  Name  **Position / Role**  Date: |
|  |  |
| Witnessed: | Witnessed: |
| Witness name:  Date: | Witness name:  Date: |

**Version:**

**Date:**

Each individual information exchange, as articulated in the information exchange schedules, will be approved by Senior Executive Officers representing the relevant Parties.

# Part 3: Information Exchange Schedules

The information exchange schedule has two parts:

Part A – describes the data subject to exchange and the associated custodianship arrangements

Part B – describes the technical specification required for exchange.

Current information exchange schedules in place are:

* *<insert list of approved exchange schedules>*

Information exchange schedules are approved by Senior Executive Officers (i.e CIOs) within each agency involved in the individual exchange.

1. Where available definitions have been extracted from the QGCIO Glossary. [↑](#footnote-ref-2)