

COMMONWEALTH OF AUSTRALIA

STATE OF QUEENSLAND

**INTERGOVERNMENTAL PARTNERSHIP AGREEMENT ON STATE SERVICE
DELIVERY TO NORFOLK ISLAND**

This Intergovernmental Agreement is made on the day of 2021

Between:

The Commonwealth of Australia (Commonwealth) as represented by the Deputy
Prime Minister

And

The State of Queensland (Queensland) as represented by the Premier and Minister
for the Olympics

("The Parties")

Preamble

The Commonwealth is responsible for funding and delivering national and state level services to the residents of Norfolk Island and is committed to ensuring the community has ongoing access to high-quality services.

The Commonwealth seeks to partner with a state government to support the Norfolk Island community to have access to quality state level services on an enduring basis. Queensland has agreed to assist the Commonwealth to meet its responsibilities by supporting the delivery of specific state type functions and services to the residents of Norfolk Island.

Both governments recognise the unique interwoven nature of the Norfolk Island community. Accordingly, both governments agree to ensure the community plays an important role in the implementation of service delivery through proactive engagement and information sharing.

Objects

The objects of this Agreement are to:

- enter into an arrangement for the purposes of Section 18C of the Commonwealth Act;
- provide a mechanism for the long term and sustainable delivery of state level services to the residents of Norfolk Island;
- provide for the implementation of legal, regulatory and governance arrangements that enable or support service delivery to the residents of Norfolk Island;
- provide a mechanism for Priority Services to be provided by Queensland to the residents of Norfolk Island;
- provide a mechanism for the Parties to collaboratively explore and determine delivery options for the provision of other state level services in addition to the Priority Services (**Additional Services**) to the residents of Norfolk Island in the future, subject to agreement by the Parties;
- provide for a mechanism by which all costs borne by Queensland incurred in relation to the development, administration and delivery of the Agreement and future Service Schedules are fully funded by the Commonwealth in a timely manner;
- confirm that the Commonwealth has ultimate responsibility for the availability and quality of services to the residents of Norfolk Island, but that both Parties will accept a shared responsibility for ensuring that the standards of Services are equal to or above current standards, comparable with similar mainland

remote communities, considering the current availability of services, existing infrastructure and other factors unique to Norfolk Island;

- confirm the Parties' intentions for Queensland to have flexibility and autonomy to support and deliver Services to the residents of Norfolk Island in accordance with relevant Queensland legislation, policies and procedures without undue interference from the Commonwealth;
- confirm the Parties' intentions to work in partnership with New South Wales to undertake detailed transitional planning to ensure the residents of Norfolk Island have continued access to Priority Services and to provide a mechanism to do so; and
- confirm the Parties' intentions to engage proactively with the Norfolk Island community in the implementation and delivery of Services and to provide a mechanism to do so.

1. Interpretation

1.1 In the Agreement, unless otherwise stated –

Agreement and **Intergovernmental Agreement** means this Norfolk Island Intergovernmental Partnership Agreement and includes each Service Schedule;

Additional Services has the meaning given to that term in the Objects;

Applied Laws means laws of Queensland in force in Norfolk Island pursuant to the Commonwealth Act;

Committee means the Norfolk Island Oversight Committee referred to in clause 5.6;

Commonwealth Act means the *Norfolk Island Act 1979* (Cth);

Commonwealth Minister means the Minister who administers the Commonwealth Act;

Commonwealth Department means the Commonwealth Department that administers the Commonwealth Act;

Goods and Services Tax or **GST** has the meaning given to the term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Indirect Tax Zone has the meaning given to the term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Parties means the Commonwealth Government of Australia and the State of Queensland;

Priority Services means the Services that the Parties agree that Queensland will provide under this Agreement in accordance with clause 7.5;

Services mean the services to be provided and the powers to be exercised by Queensland, as described in the Service Schedules; and

Service Schedule means a service schedule set out in a schedule to this Agreement including a schedule that is amended or added by the Parties.

- 1.2 In this Agreement, power includes a function or duty, and, in that context, exercise means perform.

2. Legal framework

- 2.1 This Agreement is entered into by the Parties as an arrangement under Section 18C (1) of the Commonwealth Act for the effective application and administration of the laws in force in Norfolk Island.
- 2.2 The Parties acknowledge that Queensland legislation is intended to be enacted so that Queensland officers/employees exercise powers conferred under s 18C arrangements.
- 2.3 For Section 18B (5A)(a) of the Commonwealth Act, the Service Schedules identify those officers and employees of Queensland, those authorities established by or under a law of Queensland, and those officers and employees of such an authority, that are subject to the Agreement.
- 2.4 Queensland consents to its officers and employees, authorities and officers or employees of its authorities exercising powers under laws in force in Norfolk Island.
- 2.5 As soon as practicable following execution of this Agreement, and acknowledging the lead time required for the Commonwealth legislative process, the Commonwealth will:
- a. start the process of applying relevant Queensland laws in Norfolk Island to enable and support Queensland officials to deliver the agreed Services.
 - b. make associated amendments to Applied Laws or continued Norfolk Island laws that are necessary for the proper operation of Applied Laws.
- 2.6 Queensland may request the Commonwealth to suspend application of any Queensland legislation, or part thereof, that is not required to deliver Services.

3. Terms of the Agreement

Commencement

- 3.1 The Agreement commences when it has been signed on behalf of the Commonwealth and has been signed on behalf of the State and will remain in force unless terminated pursuant to clause 3.6.

Nature

- 3.2 This Agreement is not, and is not intended to be, legally binding on the Parties. However, both Parties commit to applying their best endeavours to act in accordance with its terms and achieve its objects.

Review

- 3.3 The Parties shall review this Agreement formally after two years of operation, and evaluate and review this Agreement every five years from then on.
- 3.4 The timing, scope and mechanism for each evaluation and review will be determined by the Committee.

Variation

- 3.5 The Agreement will not be varied other than by agreement in writing signed by both Parties.

Termination

- 3.6 This Agreement may be terminated:
- a. by either Party with a minimum of 24 months' notice in writing to the other Party; or
 - b. at any time by agreement in writing signed by both Parties.
- 3.7 The Commonwealth will not unreasonably deny any request from Queensland to terminate the Agreement.

4. Roles

The Commonwealth

- 4.1 The Commonwealth has ultimate responsibility for ensuring availability and quality of Services to the residents of Norfolk Island. This remains the case even where Services are delivered by Queensland.
- 4.2 The Commonwealth will be responsible for:
- a. fully funding the delivery of Services provided by Queensland;

- b. providing Queensland with policy autonomy to deliver without undue interference;
- c. providing Queensland with relevant information that Queensland reasonably determines is required to fully achieve the Objects of the Agreement;
- d. ensuring the legislative framework reasonably necessary for Queensland to deliver the Objects of the Agreement, including any amendments identified by either Party, are applied and function practically;
- e. managing Commonwealth assets which are used in the provision of services by Queensland and listed in related Service Schedules, including ensuring assets are safe and fit-for-purpose and to a standard reasonably determined by Queensland as required by Queensland to meet the terms and Objects of this Agreement;
- f. working collaboratively and in good-faith to support the transition of service delivery for the Priority Services to Queensland as outlined in 5.3; and
- g. directly providing, sourcing or contracting services required for the residents of Norfolk Island, except as otherwise provided for by, or under, this Agreement.

Queensland

- 4.3 Queensland agrees to support the Commonwealth to deliver state type services to the residents of Norfolk Island by:
- a. ensuring the provision of the Priority Services (as specified under the relevant Service Schedule) to the residents of Norfolk Island by 1 January 2022;
 - b. working collaboratively with the Commonwealth to explore and determine options for the provision of Additional Services to the residents of Norfolk Island in the future, with any Additional Services to be provided by Queensland subject to agreement by the Queensland Government; and
 - c. delivering and providing administrative oversight of the Services in accordance with relevant Queensland legislation, policies and procedures to the standards specified in the relevant Service Schedule.

The Parties

- 4.4 The Parties will jointly agree and document appropriate monitoring and reporting arrangements to provide mutual assurance on financial and non-financial performance for this Agreement through the Committee.

- 4.5 The Parties will implement assurance arrangements and reporting mechanisms for each Service in accordance with the relevant Service Schedule.
- 4.6 The Parties acknowledge that existing reporting mechanisms will be leveraged wherever possible. Reporting under the Agreement will aim to align with Queensland's existing reporting and oversight mechanisms wherever practical, and to minimise additional administrative burden. Any costs incurred by Queensland in meeting reporting requirements under this Agreement will be met by the Commonwealth in accordance with clause 8.

5. Governance and Decision Making

- 5.1 The Parties agree to underpin the Agreement with robust and efficient oversight and governance arrangements that focus on delivering the best outcomes for the residents of Norfolk Island.
- 5.2 The Parties will centralise their respective governments' oversight of the Agreement with further details to be outlined in a Service Schedule.

Transitioning Services in

- 5.3 As soon as practicable, the Parties will undertake detailed transition planning, including agreed timelines for the transition of Services, to adequately manage risk and resources.
- 5.4 The Parties will work in close cooperation with terminating providers of state services to ensure the residents of Norfolk Island have continued access to Priority Services.

Norfolk Island Oversight Committee

- 5.5 The Parties will each nominate Senior Executive level delegate(s) to comprise the Committee, supported as appropriate by sub-committees and working groups as agreed by the Parties.
- 5.6 The Norfolk Island Oversight Committee ("the Committee") will:
 - a. provide strategic direction and leadership to ensure the effective delivery of Services to the residents of Norfolk Island;
 - b. monitor high-level issues and risks related to Services as they relate to the Objects of the Agreement;
 - c. maintain the currency of the Agreement, with any amendments subject to governments' considerations;
 - d. develop and endorse new Service Schedules, for consideration by respective governments;

- e. confirm budget proposals prepared by Queensland agencies to deliver agreed Services;
 - f. establish, endorse terms of reference of, and disband sub-committees and working groups as necessary, including interagency groups;
 - g. consider and oversee joint consultation and engagement with the community as appropriate to deliver the Objects of the Agreement;
 - h. request sub-groups consider specific matters and report back as required; and
 - i. provide an escalation point for decision making on matters relating to the Agreement.
- 5.7 The Committee will agree a terms of reference and administrative arrangements that will apply to the Committee that promote strong communication and cooperation.

Principles of Engagement

- 5.8 The Parties commit to meaningful and purposeful engagement to pursue the Objects of the Agreement, and agree to the following principles to guide meetings, consultations and engagements between the Parties. Engagements will:
- a. be action-oriented and productive, applying good meeting practices, record keeping and a commitment to follow-up actions;
 - b. emphasise delivering outcomes and improvements;
 - c. be mutually respectful of the experience and perspectives of the Parties;
 - d. facilitate information sharing and the early resolution of issues; and
 - e. be prompt and timely.

6. Dispute Resolution

- 6.1 Acting in a spirit of cooperation, the Parties agree to resolve disputes at the lowest and most informal level practicable.
- 6.2 If a dispute is unable to be resolved via informal channels, the issue will be escalated. The process set out below will be used as the primary mechanism for resolving any dispute or concern arising in connection with this Agreement:
- a. the Party claiming that there is a dispute or concern will advise the other Party and set out the nature of the dispute or concern in writing;
 - b. the Parties will seek to resolve the matter by direct discussion as early as practical using their best endeavours;

- c. discussions aimed at resolution will normally take place in the following order:
- i. by officials at the operational level as defined in relevant Service Schedules;
 - ii. at senior officials level, between officers of the Committee;
 - iii. between the Secretary of the Commonwealth Department and the Secretary of the relevant Queensland Department or head of the relevant Queensland Public Service agency;
 - iv. between the Commonwealth Minister and the relevant Queensland Minister.

6.3 Despite the existence of a dispute or concern under this clause, both Parties will continue to act in accordance with the Agreement.

6.4 Either Party may request an audit, review or evaluation of a Service(s) ('a review') under direction of the Committee to assist with the resolution of a dispute. The scope of any review is to be agreed by the Committee.

7. Activities to be undertaken on Norfolk Island

General

- 7.1 Queensland agrees to act in accordance with the Service Schedules and undertake those activities specified in the Service Schedules in, or in relation to, Norfolk Island.
- 7.2 The Parties will genuinely collaborate in the design of Services to achieve the best service delivery outcomes ensuring service standards that are equal to or above current standards, comparable with similar mainland remote communities, considering the current availability of services, existing infrastructure and other factors unique to Norfolk Island. This clause in no way detracts from one of the Objects of the Agreement for Queensland to have flexibility and autonomy to support and deliver Services to the residents of Norfolk Island in accordance with relevant Queensland legislation, policies and procedures without undue interference from the Commonwealth.
- 7.3 Services can be provided directly by Queensland state bodies and employees, or through third-party arrangements put in place by Queensland.
- 7.4 The Agreement does not prevent the Commonwealth from sourcing alternate service delivery arrangements (such as direct delivery or via direct third-party arrangements) for services typically defined as state level services which are not the subject of a Service Schedule that is in force.

Priority Services

- 7.5 The Parties will finalise Service Schedules and detailed transitional arrangements for in-principle agreement by the Committee prior to government consideration to allow the transition to service delivery by Queensland of the following agreed Priority Services by no later than:
- a. 1 January 2022 for the Support of Norfolk Island Health and Residential Aged Care Service; and
 - b. 1 January 2022 for the Norfolk Island Central School (P-12).
- 7.6 Within one year after execution of the Agreement, the Parties will commence exploring options for providing Additional Services, including:
- a. regulation of early childhood education; and
 - b. working with children and National Disability Insurance Scheme (NDIS) worker screenings.
- 7.7 Within one year after execution of the Agreement, the Parties will negotiate an indicative timetable for the discussion of further future priorities – for both Additional Services and any variations to Services, noting that timetable will be subject to change.

Additional Services and variations

- 7.8 Service Schedules are to be reviewed on a regular basis, timeframes for reviews will be as specified within each Service Schedule.
- 7.9 Service Schedules can be varied or new Service Schedules added to the Agreement, subject to clauses 7.12 and 7.13, as agreed by the Parties in writing in accordance with clause 3.5.
- 7.10 Either Party may identify the need to add, amend or remove Services.
- 7.11 The Parties will work collaboratively to address identified needs for the community, explore and determine delivery options for the potential provision of Additional Services.
- 7.12 Parties will formalise any requests for the addition or removal of Services, including setting out the objectives and rationale for the change in Services and cost implications, in writing for consideration by the other Party.
- 7.13 The Parties agree that following the introduction of the Priority Services, any amendments to Services or Additional Services will only come into effect following exploration, negotiation and agreement by the Committee, with final agreement to be made by the Queensland Government.

- 7.14 Service Schedules cease to have effect when the Agreement is terminated in accordance with clause 3.6, or earlier if so specified in the Service Schedule or otherwise agreed by the Parties in writing.

Transitioning Services out

- 7.15 In the event the Agreement is terminated in accordance with clause 3.6, the Parties agree to work closely and cooperatively to ensure service continuity and the best service delivery outcomes for the residents of Norfolk Island community. The terms of this support will be agreed by Parties ahead of termination.
- 7.16 The Parties note that Queensland legislation applied by the Commonwealth in Norfolk Island to support Queensland service delivery may continue to apply following any transition of service delivery responsibilities to a party other than Queensland.

8. Payment

- 8.1 The Parties agree that the Agreement will not result in any financial detriment to Queensland.
- 8.2 The Commonwealth agrees to fully compensate Queensland for the costs directly incurred in implementing the Agreement and the provision of Services. The Commonwealth will also fully compensate Queensland for any reasonably attributed indirect costs associated with the provision of Services by Queensland under the Agreement.
- 8.3 s47B(a) [REDACTED]
- 8.4 Queensland will provide an annual budget by the end of February each year, or a date to be agreed by the Committee, for supplying the Services outlined in each Service Schedule to the Commonwealth Department for review and agreement by the Commonwealth. The budget will be based on the costs estimated to become payable in accordance with clauses 8.2 and 8.3.
- 8.5 The review by the Commonwealth Department of the annual budgets presented by Queensland will be conducted in good-faith with a presumption that the annual budget accurately reflects the costs anticipated to be borne by Queensland to deliver the Services to the standard required by the Commonwealth.
- 8.6 Unless specified otherwise in the Service Schedule, payment for the provision of Services by Queensland will be made by the Commonwealth in advance of

the provision of the Services by quarterly instalment calculated in accordance with the annual budget that has been agreed by the Commonwealth Department and on presentation of a valid invoice.

- 8.7 Queensland will work in good-faith to ensure costs fall within the agreed budgets. However, the Commonwealth acknowledge that unforeseen circumstances may result in actual costs borne by the State exceeding the agreed budgets. The Commonwealth agree to meet these costs subject to Queensland notifying the Commonwealth as soon as possible of the actual costs and the provision of valid evidence, as agreed by the Committee. Where possible, notification should occur before the costs have been incurred. ^{s47B}

(a)

- 8.8 Requests for additional funding where costs have been incurred by Queensland above agreed annual budgets, as outlined in Clause 8.7, should be made in writing from the Queensland representative on the Committee to the Commonwealth representative on the Committee, or their delegate.
- 8.9 The Commonwealth agrees that Queensland is not in breach of the Agreement if special circumstances, such as natural disasters or major unforeseen events, requiring resources additional to those provided by the Agreement, such as a COVID-19 outbreak, prohibit or impede the provision of Services, including to the service standard detailed in a Service Schedule.
- 8.10 The Parties agree to develop a standardised set of reporting and financial requirements in each Service Schedule. These requirements will align with existing Queensland service reporting arrangements and focus on the acquittal of costs of delivering services to Norfolk Island.
- 8.11 Where any over-payment is made by the Commonwealth, due to actual costs incurred being significantly lower than estimated costs agreed by both Parties, the Parties will:
- a. offset the over-payment against the costs of future Service provision, or
 - b. agree other arrangements to ensure the Commonwealth achieves value for money.

No impact on Commonwealth funding transfers to Queensland

- 8.12 Both Parties acknowledge that Queensland is entering into the Agreement on the basis that, consistent with the historical approach of the Commonwealth Grants Commission, payments received under the Agreement will not be included in the assessment, for GST distribution purposes, of Queensland's fiscal capacity.

Goods and Services Tax

- 8.13 Goods and Services Tax does not apply to the supply of functions and services, by Queensland state bodies and employees under the Agreement and Schedules not connected to the Indirect Tax Zone.

9. Industrial relations jurisdiction for Queensland Government employees

- 9.1 The Commonwealth acknowledges Queensland's requirement that the Fair Work Act 2009 (Cth) will not apply to employees of Queensland providing activities on Norfolk Island under the Agreement and Service Schedules, and undertakes to address this as part of its obligations under clause 4.2.d.

10. Work health and safety (WHS)

- 10.1 The Parties agree that otherwise applicable Commonwealth work, health and safety laws will apply on Norfolk Island, except for the limited application of Queensland work, health and safety laws to Queensland employees, Queensland authorities and other persons who may be appropriately subject to the Queensland laws in connection with the provision of Services in a workplace as specified in the relevant Service Schedule. The Commonwealth undertakes to address this as part of its obligations under clause 4.2.d.
- 10.2 The Commonwealth will ensure that Commonwealth owned facilities on Norfolk Island meet the minimum levels necessary to ensure Queensland can satisfy its work health and safety obligations.
- 10.3 The Parties acknowledge that they may concurrently have work health and safety duties with respect to matters in Norfolk Island, and acknowledge that where there is an overlap in duties, each Party retains responsibility for its duties in relation to the matter and will discharge its duties to the extent to which they have the capacity to influence and control the matter, including the relevant working conditions, consistent with multiple duty holders in workplaces operating under the Queensland legislation. This will determine how the duties apply to ensure safety to others in the workplace, apart from workers.

General requirements

- 10.4 Queensland will develop, adopt and implement workplace policies and procedures that reflect relevant Queensland work, health and safety legislation, including industry codes of practice enshrined in the *Work Health and Safety Act 2011* (Qld) in performing Services under the Agreement.

- 10.5 Queensland will undertake internal quality assurance to ensure its officers and employees are provided with a safe working environment in Commonwealth owned facilities. In the event that workplace hazards are identified, Queensland will notify the Commonwealth of the workplace hazards to be rectified.
- 10.6 Queensland will ensure an independent audit of its WHS management systems in relation to all Services under the Agreement is performed every 12 months, with results of the audit shared with the Commonwealth Department who will monitor the implementation of recommendations.
- 10.7 Contractors or subcontractors that may be engaged to perform a service on behalf of the Commonwealth in a workplace run by Queensland will at all times be required to comply with Queensland work, health and safety legislation.

Legislative compliance

- 10.8 The Parties must comply with and ensure that their employees, subcontractors and agents comply with any Acts, regulations, local laws and by-laws, Codes of Practice, Australian Standards and appropriate risk management policies as they are applicable to the Agreement or the performance of Services under the Agreement.

Incident notifications

- 10.9 Queensland must advise the Commonwealth Department of all notifiable WHS incidents under Part 3 of the *Work Health and Safety Act 2011* (Qld), which occurred as a result of any undertaking listed in the Agreement or Service under the Agreement as soon as practicable following the incident. Incident notification obligations to Work Place Health and Safety Queensland must also be met under the *Work Health and Safety Act 2011*.
- 10.10 Subject to information-sharing provisions in the relevant legislation, Queensland will at the earliest opportunity provide a report giving details of the incident, including results of investigations into its cause, and any recommendations or strategies for prevention in the future.

11. Engagement, Media and Communications

- 11.1 The Commonwealth will have ultimate responsibility for consultation and engagement with the residents of Norfolk Island. However, this will not prohibit Queensland from engaging directly with the community as required to deliver the Services and otherwise to give effect to the Agreement.

- 11.2 The Commonwealth will assist Queensland to engage with the residents of Norfolk Island, existing service providers and other stakeholders, where requested.
- 11.3 The Parties will agree to the content and timing of any formal communications material and announcements in relation to this Agreement and Service Schedules prior to their publication.
- 11.4 The Commonwealth will retain primary responsibility for management of any complaints and correspondence related to the Agreement, unless otherwise specified in Service Schedules. The Committee will develop an agreed process for the management and handling of such complaints and correspondence.

12. Risk

- 12.1 The Committee will have overall oversight of risk planning and risk mitigation strategies related to the Services under the Agreement, and will be informed by relevant interagency groups.
- 12.2 Risk management will occur at Services level and the requirements for risk management will be reflected in each Service Schedule including in the governance arrangements in each Service Schedule.
- 12.3 The Parties agree to the early sharing of information about risk and will develop appropriate mechanisms for this to occur.

13. Audits

- 13.1 Both Parties will use their best endeavours to comply with applicable auditing requirements of each government within the scope and purpose of the Agreement.

14. Proceedings

Subrogation

- 14.1 Queensland, Queensland state bodies and Queensland state officials agree by way of subrogation to assign to the Commonwealth, upon written request, all rights and entitlements relating to any loss or damage incurred by Queensland in relation to which the Commonwealth is paying the costs incurred by Queensland.

- 14.2 Queensland, Queensland state bodies and Queensland state officials will notify the Commonwealth of any legal proceedings or other such demands relating to the Agreement which would, if proceeded with, require the Commonwealth to pay costs incurred by Queensland.
- 14.3 The Commonwealth may, on being so notified, assume the conduct of any such actions, suits or proceedings as to demands or claims. The Commonwealth will consult with Queensland should there be any implications arising for the State from these legal proceedings.

Commonwealth's right of recovery

- 14.4 The Commonwealth shall be entitled to exercise any common law right to which it may be entitled to commence legal proceedings or to make such claims or demands against any Queensland bodies or Queensland officials to recover any damages or losses arising out of any action, claim, demand, suit, judgement or verdict including costs and legal expenses brought against the Commonwealth including as a result of any negligence, fraud or unlawful conduct by Queensland state bodies or Queensland officials.
- 14.5 Any amount recovered by the Commonwealth against any Queensland body or Queensland official in accordance with clause 14.4 shall not be considered a cost incurred by Queensland or a financial detriment for the purposes of clause 8 of the Agreement.
- 14.6 This clause 14 survives termination of the Agreement.

15. Insurance

Insurance of property

- 15.1 The Commonwealth will insure the buildings, assets, equipment and physical resources owned by it and used on Norfolk Island in providing the Services.
- 15.2 The relevant Queensland agency will be responsible for insurance of any Queensland owned assets and equipment used in the delivery of the Services. The Commonwealth will cover the costs of this insurance in accordance with processes outlined in clause 8.

Employee-related insurance

- 15.3 The Parties will provide employee-related insurance for persons employed by each of them in respect to the supply of the Services on or in respect of

Norfolk Island. The Commonwealth will cover the costs of this insurance in accordance with processes outlined in clause 8.

16. PRIVACY

- 16.1 Each Party will handle information provided to it by the other Party in accordance with the applicable Commonwealth or Queensland information privacy-related legislation, and where consistent with such legislation, will handle the information in accordance with any information privacy-related requirements specified by the Party providing the information.
- 16.2 Special provisions can be made for the protection of personal information to reflect the needs for specific Services. These can be specified in the Service Schedules.

17. CONFIDENTIALITY AND SECURITY

- 17.1 Subject to clause 17.2 each Party will maintain the confidentiality and security of confidential information provided to them by the other Party according to the requirements of the Party providing the information.
- 17.2 Neither Party will be restricted at any time from disclosing the details of this Agreement or any information received by a Party in connection with this Agreement:
- a. to its personnel in order to comply with its obligations, or to exercise its rights, under the Agreement;
 - b. to its personnel to enable effective management or auditing of contract-related activities;
 - c. to the responsible Minister;
 - d. in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia or the Parliament of Queensland;
 - e. within and amongst the departments of state and agencies of the Commonwealth in service of the Commonwealth's legitimate interests;
 - f. where authorised or required by law to be disclosed; or
 - g. where it is in the public domain.
- 17.3 The Parties use best endeavours to notify each other ahead of any proposed disclosure.

- 17.4 Special provisions can be made to ensure the confidentiality and security of information to reflect the needs of specific Services. These can be specified in Service Schedules.

18. INTELLECTUAL PROPERTY

- 18.1 Intellectual property rights related to the Services will be managed in accordance with the provisions of the relevant Service Schedule.

SIGNED for and on behalf of the

Commonwealth of Australia

as represented by



The Hon Barnaby Joyce MP

Deputy Prime Minister

Minister for Infrastructure, Transport and Regional Development

Date: 12 October 2021

SIGNED for and on behalf of the

State of Queensland

as represented by



The Hon Anastacia Palaszczuk

Premier and Minister for the Olympics

Date: 22/10/21

