



Queensland Government

MEMORANDUM OF UNDERSTANDING
FOR INFORMATION SHARING

BETWEEN

Training Ombudsman
53 Albert Street, Brisbane 4000
(*Ombudsman*)

AND

Office of Fair Trading
102 George Street, Brisbane 4000
(*Government Entity*)

This **MEMORANDUM OF UNDERSTANDING** is made between the **Ombudsman** and the **Government Entity**.

BACKGROUND:

- A. The Ombudsman and the Office of the Training Ombudsman are established under the Act.
- B. Section 112M of the Act permits the Ombudsman to enter into an arrangement with a government entity for the purpose of sharing or exchanging Information held by either party.
- C. The Government Entity is a government entity for the purpose of section 112M of the Act.
- D. The parties agree to enter into this arrangement under section 112M of the Act.

TERMS:

1. INTERPRETATION

1.1 In this MOU, the following definitions apply:

Act means the *Further Education and Training Act 2014*.

Information means data, records, knowledge, intelligence, or any other type of information held by either party that relates to a complaint about a compliance matter, a matter involving a pre-qualified supplier or a prescribed decision within the meaning of the Act.

MOU means this document.

Receiving Party means a party who receives Information under this MOU.

Supplying Party means a party who provides Information under this MOU.

1.2 In this MOU:

- (a) a reference to legislation includes subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- (b) a reference to a clause means a clause to this MOU;
- (c) the index and headings are included for convenience of reference only and are not intended to affect the meaning of this MOU; and
- (d) if an expression is defined, other grammatical forms of that expression will have corresponding meanings.

1.3 If a government department or agency mentioned in this MOU ceases to exist or is reconstituted, renamed or replaced and its powers or functions are transferred to

another government department or agency, a reference to the government department or agency will include that other government department or agency.

2. SCOPE

2.1 The purpose of this MOU is to facilitate the sharing of information between the parties that will assist the Ombudsman in performing its functions under the Act.

2.2 This MOU commences when it has been signed by all parties and will continue indefinitely until it is terminated by the parties.

2.3 This MOU is not intended to:

- (a) create legal relations between the parties;
- (b) request or place an obligation on the Government Entity to conduct investigations on behalf of the Ombudsman; or
- (c) exclude other processes by which either party may obtain information from the other.

3. EXCHANGE OF INFORMATION

3.1 The parties agree to provide Information to each other as soon as possible upon a request by a party for particular Information.

3.2 Requests for information must:

- (a) be in writing;
- (b) contain a description of the particular information requested;
- (c) state the purpose for which the Information is requested; and
- (d) be sent to the following address of each party:

(i) Ombudsman – info@trainingombudsman.qld.gov.au; and

(ii) Government Entity – OFT.EnforcementCoordinator@justice.qld.gov.au

3.3 A party may refuse to comply with a request if it considers that the information requested falls outside the scope of section 112M of the Act.

4. SECURITY AND CONFIDENTIALITY

4.1 A Receiving Party must:

- (a) use Information only for the purpose for which it is given by the Supplying Party;
- (b) ensure appropriate security measures are in place to protect Information from loss and against unauthorised access, use, modification or disclosure;
- (c) take reasonable steps to ensure that any personnel who are authorised to access

Information do not record, disclose, or communicate Information except in performance of their official duties or as otherwise agreed between the parties;

(d) not disclose Information to any other person or entity,

unless the Act, or another law, excuses the Supplying Party and the Receiving Party from such obligations.

4.2 Following a written request from the Supplying Party, or otherwise upon termination of this MOU, the Receiving Party must:

(a) cease to use the Supplying Party's Information;

(b) unless otherwise agreed, return the Supplying Party's Information in its possession or control;

(c) within a reasonable timeframe, confirm in writing to the Supplying Party that this clause has been fully complied with; and

(d) comply with any instructions or directions given by the Supplying Party for the return or cessation of use of the Supplying Party's Information.

4.3 A Receiving Party must:

(a) comply with all relevant laws that apply to the Information, including the *Information Privacy Act 2009* and the *Public Records Act 2002*;

(b) comply with any policies or directions given to by the Supplying Party in relation to Information; and

(c) not engage in any act or allow any omission which may cause the Supplying Party to be in breach of any law or policy that applies to the Information.

5. NOTIFICATION OF BREACH

5.1 A Receiving Party must immediately notify the Supplying Party if it:

(a) is required under any law to disclose all or any of a Supplying Party's Information;
or

(b) becomes aware of any breach of this MOU or a relevant law.

5.2 A Receiving Party must, at its own expense, fully co-operate with the Supplying Party in the event of a breach and use its best efforts to prevent the reoccurrence of any breach of the MOU or the relevant law.

6. DISPUTE RESOLUTION

6.1 The parties agree to settle any dispute arising in connection with this MOU in good faith by negotiation or mediation.

6.2 The parties will, during the time when the parties attempt to resolve the matter, continue

to comply with this MOU.

7. REVIEW

7.1 The parties agree to review the operation and outcomes of this MOU every three years to determine whether any processes can be improved and to ensure the overall objectives are being achieved.

8. VARIATION

8.1 This MOU may only be varied by written agreement signed by the parties.

9. COSTS

9.1 Each party will bear its own costs of negotiating and settling this MOU.

EXECUTION

Signed by the parties on the dates set out below.

SIGNED by the **Ombudsman**


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(signature) 

..... / / 2016
(date) 16, 6

SIGNED for and on behalf of the
Government Entity by

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.....
(signature) 

BRIAN BRAUER..... (name)

EXECUTIVE DIRECTOR, OFT..... (position)

a duly authorised person:

..... / / 2016
(date)p 3, 6