



MEMORANDUM OF UNDERSTANDING

FOR THE EXCHANGE OF INFORMATION BETWEEN QUEENSLAND GOVERNMENT AGENCIES

Date:

Parties: Queensland Police Service
Department of Transport and Main Roads

Recitals

Queensland's response to the 2013 Commission of Audit Final Report, *A Plan: Better Services for Queenslanders* details the Government's plans to foster productivity, efficiency and accountability across the State Government enabling public services and building more durable economic foundations in line with electoral commitments.

- i. The Queensland Government ICT Strategy 2013-2017 identified that information across the Queensland Government is not shared readily or effectively between departments, with other jurisdictions or with the public.
- ii. The Queensland Government ICT Strategy 2013-2017 Action Plan¹ commits the Government to information sharing, access and increased interoperability.
- iii. Information was a dominant theme in the Interim and Final Reports of the Queensland Floods Commission of Inquiry²
- iv. The Keelty Review's final report *Sustaining the Unsustainable*³ includes unequivocal recommendations for improving collaboration, interoperability and information sharing across the public safety portfolio and identified a lack of information sharing at the strategic level.
- v. The DG's Council has endorsed the Information Sharing Blueprint: *Unlocking the Value of Government information*, which outlines the future state of information sharing across Queensland Government.

Part 1: The Agreement

1. Objective

This Memorandum of Understanding (MOU) describes the agencies' commitment to a framework for exchange of information, communication, cooperation and coordination to improve delivery of services to Queenslanders.

Information sharing will assist the Government to realise its vision to be "the best public service in the nation and create economic stimulus that is underpinned by information which is shared to benefit the community and provide better public services for citizens and businesses in Queensland."⁴

¹ Queensland Government ICT Strategy 2013-2017 Action Plan, August 2013, Strategic Focus Area 1 p20.

² Queensland Floods Commission of Inquiry 2011-2012 <http://www.floodcommission.qld.gov.au>

³ The Police and Community Safety Review 2012-2013

⁴ Queensland Government ICT strategy 2013-17 action plan, page 2

2. Structure of the document

This MOU sets out the principles which apply to exchange of information between the Parties to this agreement. The principles contribute to the Government’s vision by maximising the use of an information asset, minimising duplication, increasing cooperation and reducing the costs of service delivery.

Detailed descriptions of the information exchanged and the conditions under which exchange is effected are articulated in separate Schedules.

3. Definitions⁵

Custodian	The Custodian is the recognised officer responsible for implementing and maintaining information assets according to 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 all Government information which includes reports, documents, data sets and information Queensland Government departments collect or produce for statutory purposes or business needs.
Information exchange	Any sharing of data and/or information between government agencies for the purposes of improving service delivery to the public.
Owner	Information as an asset is owned by the State of Queensland. In this instance the owner of the data is the agency which has the authority and accountability under legislation, regulation or policy for the collection of the information assets on behalf of the State Of Queensland. The owner may also be the custodian.
Point of truth	The authoritative source of the data as determined by the information owner.
Recipient	The recipient receives the data from the custodian and agrees to uphold the principles of this agreement and use the data to improve service delivery to the public. The recipient may also add value to the data. There may be more than one recipient involved in an information exchange.

4. Sharing our information

- 4.1 The Parties agree to establish an information exchange to expedite service delivery by streamlining the sharing of Government information, improving inter-agency collaboration, reducing service delivery costs and fostering better economic and community outcomes.
- 4.2 Each information exchange is described in a standard format and attached to this MOU as an individual Schedule.

5. How we measure our success

- 5.1 The parties agree to establish a measure of effectiveness and efficiency that gauge the success of implementing the exchange.

⁵ Where available definitions have been extracted from the QGCIO Glossary.

6. Our roles and responsibilities

- 6.1 The Parties agree that for each information exchange, responsibility is set with an identifiable accountable officer for each of the roles of owner, custodian, recipient and incident manager.

7. Our plan to minimise duplication

- 7.1 Parties commit to minimising unnecessary duplication, reducing waste and the potential for error in the collection and preparation of information.
- 7.2 Parties agree to maximise use of the single point of truth across Government to deliver improved services to the public.

8. Our legislative responsibilities

- 8.1 All Parties are bound by the Queensland Information Privacy Act 2009 (IP Act) and the Right to Information Act 2009.
- 8.2 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.
- 8.3 Legislation relative to the business operations of each agency are to be abided by.
- 8.4 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.
- 8.5 All Parties will respect existing legislation to ensure the legal obligations under which they operate are observed.

9. How we use and disclose the information exchanged

- 9.1 Information received as part of any exchange is to be used for the purpose articulated in the information exchange schedule only and is not to be disclosed to Parties outside of this agreement unless otherwise determined by law.
- 9.2 Access to the data entity described in the information exchange schedule is for authorised purposes only.
- 9.3 Parties agree to maintain audit logs detailing the level of access and use of the information exchanged.

10. Licensing of our data

- 10.1 The Parties aim to provide information free of licensing restrictions.
- 10.2 If existing licensing restrictions apply, the Parties agree to abide by the existing licenses and assign attribution where required.

11. Our agreed funding arrangements

- 11.1 Parties agree to jointly fund any costs associated with the transfer or delivery of the information exchange between agencies with a view to improve the delivery of services to the public.
- 11.2 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.

12. How we plan to resolve disputes and manage incidents

- 12.1 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.
- 12.2 Where an issue cannot be resolved by the Parties involved, resolution of the dispute is to be escalated as per the Schedule with ultimate responsibility residing with the DG Council.
- 12.3 Reported incidents including security breaches, unavailability, quality issues, and privacy breaches will be managed separately for each information exchange.
- 12.4 The Parties agree to articulate the process for incident management in each information exchange Schedule.

13. Our plan to maintain information quality

- 13.1 The Parties take full responsibility for the validity, accuracy, completeness and currency of the information at the time of exchange.
- 13.2 Parties to this agreement becoming aware of discrepancies in the information will immediately report the discrepancy to the other Parties to this agreement and act in good faith to make amends.

14. How we keep our information secure

- 14.1 Information Standard – Information Security 18 (IS 18) applies to all information handled and exchanged.
- 14.2 The Parties take all reasonable steps to ensure the information subject to this exchange and any third Party products derived from the information exchanged are adequately safeguarded against security breaches.
- 14.3 Parties consult one another on a regular basis on issues relating to security compliance, information de-identification, disposal and protection measures in place.
- 14.4 The Parties agree to classify information subject to this exchange according to the Queensland Government Information Security Classification Framework (QGISCF).

15. Ensuring continuity of our services

- 15.1 The Parties have a responsibility to ensure continuity in the provision of services as stipulated in the information exchange Schedule.
- 15.2 In the event of any service disruption the Parties agree to work together to minimise impact and disruption to business operations.
- 15.3 The Parties agree to ensure that requirements for the continuity of information exchange is prioritised in each agencies Business Continuity Plan.
- 15.4 Any significant disruption to information services will be investigated by the Parties involved and procedures adjusted to reduce the likelihood of repeat occurrences.
- 15.5 All Parties are to be informed of any disruption to continuity.

16. Our agreed governance model

- 16.1 This memorandum commences when executed by all Parties.
- 16.2 This memorandum may be varied, amended or terminated with the written consent of all Parties.
- 16.3 A Party may withdraw from this memorandum by giving at least two months' notice in writing to the other Parties stating the date on which the withdrawal will be effective.
- 16.4 Amendments to this memorandum may be made at any time with the mutual agreement of all the Parties.

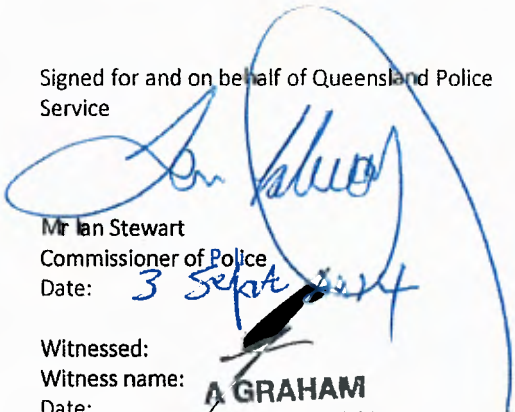
17 How to interpret this memorandum of understanding

- 17.1 This memorandum:
- o is not legally binding
 - o records the commitment of the Parties, to abide by the arrangements set out in this memorandum.
 - o does not require or permit an action that is not lawfully permitted
 - o is subject to continuous improvement and innovation in information sharing across Queensland Government with a view to improving the delivery of services to Queenslanders.

Signatories

The Parties confirm their commitment to this memorandum of understanding:

Signed for and on behalf of Queensland Police Service



Mr Ian Stewart
Commissioner of Police
Date: 3 Sept 2014

Witnessed:
Witness name: A GRAHAM
Date: 3/9/14
INSPECTOR
COMMISSIONER'S OFFICE

Signed for and on behalf of Department of Transport and Main Roads



Mr Neil Scales
Director-General
Date: 14 October 2014.

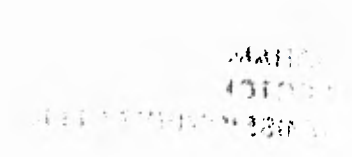
Witnessed:: J Grace
Witness name: Jennifer Grace
Date: 14/10/14

Each individual information exchange as articulated in the schedules will be approved by Senior Executive Officers within each agency involved in the exchange of information.

Part 2: Schedules

Each information exchange schedule describes the data entity or body of information subject to exchange and contains the following level of detail:

1. Information subject to exchange
 - Data entity
 - Data description
 - Coverage
 - Format
 - Temporal coverage
2. Parties to exchange
 - Agencies involved
 - Responsible business unit
 - Contact name
 - Contact email
 - Contact telephone
3. Purpose of exchange
4. Community outcome
5. Roles and responsibilities
6. Conditions of exchange
 - Business continuity
 - Systems access controls
 - Use of information
 - Life of the agreement
 - Incident management
 - Dispute resolution
 - Storage and disposal
 - Reporting and audits
 - Licensing
 - Service delivery
7. Information security
8. Financial implications
9. Legislation
 - Primary Legislation
 - Information Privacy
10. Release of information
11. Dependencies
12. Reference documents
13. Disclaimers
14. Additional notes
15. Signatures



Information exchange Schedules are approved by Senior Executive Officers within each agency involved in the individual exchange.



Information Exchange Schedule: QPS/0001

1. Information subject to exchange	
Entity:	Road Crash Data
Description:	Queensland road crash data collected by Queensland Police Service (QPS).
Source of truth:	Queensland Police Reporting & Information Management Exchange (QPRIME) (QPS system)
Coverage:	Queensland
Format:	Digital transfer– QPS provide a file transfer service to update the road crash database Road Crash data fields attached (excel file)
Temporal coverage:	-

2. Parties to exchange	
2.1. Agency: Queensland Police Service (QPS) as business owner	
Responsible business unit:	Police Information Centre (PIC)
Position:	Manager
Contact telephone:	07 33646726 Fax: 07 33644465
2.2. Public Safety Business Agency (PSBA) as IT support to business owner	
Responsible business unit:	ICT Business Engagement, Public Safety Business Agency
Position:	Commander
Contact telephone:	07 30155500
2.3. Agency: Department of Transport and Main Roads (TMR) as recipient	
Responsible business unit:	Land Transport Safety, Data Analysis Team
Position:	Manager (Data Analysis)
Contact email:	dataanalysis@tmr.qld.gov.au
Contact telephone:	07 3066 2661
2.4 Agency: Department of Transport and Main Roads (TMR) as IT support to recipient	
Responsible business unit:	Information Technology Branch, ICT Operations
Position:	Executive Director (ICT Operations)
Contact telephone:	07 3066 8045

3. Purpose of exchange	
The exchange of current road crash data enables the early detection of emerging crash trends and forms the basis of the development of targeted road safety policies and programs as well as contributing to road infrastructure forward planning.	

TMR may use the shared data in its original format or processed form, for statistical analyses and reporting that assists with its internal business purposes and the vision of providing better services to Queenslanders which include, but are not limited to:

- the identification of crash locations, crash risk and trends on Queensland’s roads
- the investigation of problems at crash locations in order to devise appropriate infrastructure improvements to reduce crash risk and severity through the Safer Roads Sooner Program
- the development of road safety policies and initiatives to influence a positive change in road use behaviours and attitudes
- the identification of speed and red light camera locations and analysis of their performance in reducing crashes through the Camera Detected Offence Program
- the provision of responses to enquiries from the media and the general public
- the undertaking of research projects by various organisations such as the Centre for Accident Research and Road Safety - Queensland (CARRS-Q)

TMR may develop or maintain data products which contain data derived from or based on the data exchanged for further distribution subject to the *Information Privacy Act (Qld) 2009*. These value added road crash data products are exchanged with Queensland Police Service and many other external organisations including Queensland Open Data Portal, Department of Community Safety (Emergency Services), Royal Automobile Club of Queensland (RACQ), local Government authorities, research agencies and universities for varying purposes such as statistical analyses and trend identification to enhance road safety.

Data that does not fall within this agreement, such as data containing some level of identifying information, will be negotiated between QPS and TMR on a case by case basis and may only be exchanged following agreement by both parties and within the bounds of the information privacy legislation as noted in section 9.2.

4. Community outcome
The better exchange of information contributes directly to road safety and public health.

5. Roles and responsibilities

Role	Responsibilities
5.1 Owner	QPS are the owners of road crash data which is collected by QPS. The responsibilities of QPS in this information exchange are to: <ul style="list-style-type: none"> • Authorise TMR user access to road crash information • Promote and monitor data quality, timeliness and privacy of information • Determine the measures of success of this exchange (together with TMR).
5.2. Custodian	As custodians of the data PSBA: <ul style="list-style-type: none"> • Provide the data in accordance with service delivery arrangements and defined service and data quality levels (as defined in SLA). • Advise TMR of any changes to delivery arrangements • Administer access to QPS systems (if required) • Audit TMR facilities and user access to QPS information and ICT resources and provide reasonable notification to TMR prior to entering TMR premises, and

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	<ul style="list-style-type: none"> Advise TMR of the technical requirements to access QPS Road Crash information.
5.3. Recipients	<p>As the recipient of road crash data TMR will:</p> <ul style="list-style-type: none"> Ensure compliance with all security and audit functions outlined in this schedule Allow QPS/PSBA access to TMR premises for auditing purposes Distribute de-identified information to internal and external clients and stakeholders for the purposes of road safety research, improvement and reporting; and Determine the measures of success of this exchange (together with QPS).
5.4. Incident Manager	PSBA as custodian of the data is the Incident Manager.

6. Conditions of exchange	
6.1 Business continuity	<p>QPS agrees to maintain sufficient systems and resources to ensure it retains the capacity and capability to transfer the shared data to TMR. TMR agrees to maintain sufficient systems to ensure it retains the capacity to receive shared data from QPS.</p> <p>All Parties to this agreement will have business continuity plans in place.</p>
6.2. Systems access controls	Access to QPS information and QPS information systems is restricted to authorised users only. An authorised user is a person who has been authorised to access QPS information using QPS information systems and has agreed to comply with information security requirements.
6.3. Use of Information	QPS information will only be accessed and used for approved purposes as outlined in this schedule.
6.4. Life of the agreement	<p>This information exchange remains valid from the date of signing by all Parties to the agreement and continues until terminated, however QPS will verify with TMR on a yearly basis that each user still requires access to QPS information and information systems.</p> <p>Active date:</p> <p>Cessation date:</p> <p>Termination Notwithstanding other provisions of this schedule, either QPS or TMR may, by written notice to the other Party, terminate this agreement. Unless otherwise agreed, two months' notice shall be provided to the other Party of the intention to terminate this schedule.</p> <p>Review The Parties involved will review the operation of this schedule at least annually with a view to improving its operation and resolving issues that may arise.</p>

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	<p>Amendments Amendments to this schedule may be made at any time with the mutual agreement of all the Parties.</p>												
<p>6.5. Incident management</p>	<p>TMR will report any incidents (breaches, access issues, security issues etc.) relating to the usage of QPS information systems to the Incident Manager. The following incidents must be reported and managed as incidents:</p> <ul style="list-style-type: none"> • Deliberate unauthorised actions against QPS information or information systems, including viewing, disclosure, modification, substitution, deletion and insertion; and • All incidents (deliberate or not) that result in, or could result in, unauthorised disclosure of QPS information. <p>All Parties to this agreement will work together to investigate any information security breaches. Any breaches of professional misconduct by TMR users may result in action for misconduct within TMR’s Code of Conduct. All users are subject to the Public Service Act 2008 (QLD).</p>												
<p>6.6. Dispute resolution</p>	<p>Where there is a disagreement between the Parties over an issue covered by this schedule, both Parties will seek to resolve the matter at an operational level through negotiations between the Parties.</p> <p>Should these negotiations fail, the matter is to be referred without undue delay to the Deputy Director General, TMR and the Commissioner or their delegates for determination.</p> <p>Escalation process within each agency:</p> <table border="1" data-bbox="507 1229 1388 1442"> <thead> <tr> <th>QPS</th> <th>TMR</th> <th>Escalation Action</th> </tr> </thead> <tbody> <tr> <td>Commissioner</td> <td>Director General</td> <td></td> </tr> <tr> <td>Deputy Commissioner</td> <td>Director Deputy General</td> <td></td> </tr> <tr> <td>Assistant Commissioner</td> <td>General Manager</td> <td></td> </tr> </tbody> </table>	QPS	TMR	Escalation Action	Commissioner	Director General		Deputy Commissioner	Director Deputy General		Assistant Commissioner	General Manager	
QPS	TMR	Escalation Action											
Commissioner	Director General												
Deputy Commissioner	Director Deputy General												
Assistant Commissioner	General Manager												
<p>6.7. Storage and disposal</p>	<p>QPS information will be stored and disposed securely in accordance with Information Security Standard (IS18) and align with the Australian Government Protective Security Policy Framework (PSPF) and the Information Security Manual (ISM).</p> <p>Disposal will be in accordance with approved Retention and Disposal Schedules under the Public Records Act 2002.</p>												
<p>6.8. Reporting and audits</p>	<p>TMR must maintain audit logs of core systems detailing the level of access and use of the information exchanged (user id, date, data, action), as well as the ability to report on same.</p> <p>QPS/PSBA is authorised to conduct audits which may include physical site audits.</p>												

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6.9. Licensing	Data will be provided free of any licensing restrictions.
6.10. Service delivery	The Service Level Agreement (SLA) applicable to this information exchange is attached to this schedule and referenced in section 12.

7. Information Security

- 7.1. Information will be secured accordingly to the Queensland Government Information Standard 18 – Information Security (IS18).
- 7.2. The Parties will transport electronic information over data communications networks in accordance with the Queensland Government Network Transmissions Security Assurance Framework (NTSAF).
- 7.3. Authentication of users and devices will be consistent with the Queensland Government authentication Framework (QGAF) document which is based on the Australian Government Authentication Framework (AGAF).
- 7.4. TMR will classify and handle QPS information in accordance with the PSPF and ISM or equivalent standard, for example, Queensland Government Information Security Classification Framework (QGISCF). Information assets relating to QPS information are classified up to and including “PROTECTED” information assets. Information assets include:
 - QPS information, including electronic information and hard copy reports and documents
 - QPS information systems; and
 - Equipment that supports QPS information and information systemsIn certain circumstances (e.g. in aggregation) the classification of information sourced from QPS may exceed “PROTECTED” and should be handled accordingly. The information assets managed under this schedule are classified as either:
 - PRIVATE – IN CONFIDENCE where names and addresses are included OR
 - Public or unclassified where identifier information has been removed. (Cleansed narrative has identifier information removed and is regarded as unclassified).

8. Financial implications

- 8.1. QPS agrees to deliver or transfer the shared data described in this Schedule to TMR at its own costs.
- 8.2. QPS will not apply a subscription type fee for the service, however any necessary purchase and installation costs of equipment required to access QPS information, and any ongoing costs are to be funded by TMR.
- 8.3. TMR have transferred the annual budget of \$374,000 to QPS to fund the review, cleansing and coding of road crash data from 1 July 2014 onwards.

9. Legislation

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| 9.1. Primary Legislation | <p>The provision of data is authorised under the provisions of section 10.2L of the <i>Police Service Administration Act 1990</i>. Refer to attached letter from Commissioner of Police.</p> <p>Under section 94(1) of the <i>Transport Operations (Road Use Management) Act 1995</i> (TORUM) the Commissioner or the Chief Executive may authorise a scheme to facilitate the supply of information in the possession of a police officer.</p> |
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9.2. Information Privacy	<p>QPS and TMR are subject to relevant provisions of the Information Privacy Act (Qld) 2009.</p> <p>TMR warrants that the use of the data exchanged as a result of this schedule will not infringe the Information Privacy Act (Qld) 2009. TMR will take all reasonable steps to maintain and safeguard the security of the data in accordance with the requirements of the IPA. TMR will take steps to ensure:</p> <ul style="list-style-type: none"> • Personal information is not used or disclosed other than for the purposes permitted under this agreement, or required or authorised by law; • Access to personal information is restricted to those of its employees and officers who require access in order to perform their duties; and • Its employees and officers do not access, use or disclose personal information other than in the performance of their duties.
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<p>10. Release of information</p> <p>Both Parties agree that information will not be released except in accordance with the MOU and this schedule and following the guidelines of the Queensland Right to Information Act 2009 and the Information Privacy Act 2009 commenced in July 2009. The Acts provide the community with a legally enforceable right to access documents subject to a limited number of exemptions.</p>

11 Dependencies	
Information exchange schedules	Ref #:
Road Crash Data – TMR to QPS	TMR/0001

12. Reference documents	
Document title	Ref #:
Service Level and Data Agreement	
Business Continuity Plans	
QPRIME: Interface Requirements Specification (IRS-140) Road Crash v2	ISC-114
Road Crash Data Fields (excel spreadsheet)	RoadCrashDataFields.xlsx
Letters between Director General TMR and Commissioner of Police related to this exchange.	

13. Disclaimers
No disclaimers applicable to this exchange.

14. Additional notes

15. Signatories

Name:
Title: Deputy Commissioner
Agency: Queensland Police Service

Signature: *R Barnett*
Date: *18/8/14*

Name: **ROSS BARNETT**
Deputy Commissioner
(Specialist Operations)

Title: Chief Information Officer
Agency: Public Safety Business Agency

Signature: *J. ...*
Date: *9/9/14*

Name: **Michael Nikolic**
Title: Chief Information Officer
Agency: Department of Transport and Main Roads

Signature: *M. Nikolic*
Date: *01-10-2014*

Name: **Michael Stapleton**
Title: General Manager, Land Transport
Agency: Department of Transport and Main Roads

Signature: *M. Stapleton*
Date: *3.10.14*



Information Exchange Schedule: QPS/0002

1. Information subject to exchange	
Entity:	Registration and Licensing Data
Description:	Vehicle Registration, Queensland Regulated Ship Registration, Driver Licence, Marine Licence, Industry Licence, Industry Authority and Adult Proof of Age records, including personal information associated with these records. This includes but is not limited to customer, image and offence data.
Point of truth:	Transport Registration and Integrated Licensing Systems (TRAILS) and Registration and Licencing Systems (RnLS)
Coverage:	Queensland
Format:	Electronic via dedicated web services, batch feeds and TICA access

2. Parties to exchange	
2.1. Agency: Department of Transport and Main Roads as data owner and custodian	
Responsible business unit:	Land Transport Safety and Regulation Branch, Systems Security (Vehicle Registration, Driver Licence, Industry Licence and Industry Authority)
Position:	Manager
Contact telephone:	07 30662938
Responsible business unit:	Maritime Safety Queensland, Maritime Operations (Recreational Ship Registration and Marine Licence)
Position:	Manager Compliance
Contact telephone:	07 3066 3939
2.2 Agency: Queensland Police Service as recipient	
Responsible business unit:	Road Policing Command
Position:	Commander Engagement
Contact telephone:	07 3099 6367

3. Purpose of exchange	
<p>The Queensland Police Service (QPS) requires data from a range of sources to be an effective law enforcement agency. The QPS requires data and information from the Department of Transport and Main Roads (TMR) for the purposes of enforcing transport legislation and other laws of the State of Queensland.</p> <p>The purpose of this exchange is for TMR to supply QPS with Registration and Licensing Data (including but not limited to customer, image and offence data) that can be used to effectively prevent, detect, investigate, prosecute or punish offences against the laws of Queensland.</p> <p>The data is supplied on the condition that access is restricted to employees and officers of QPS who require access to perform their duties and that they will not access, use or disclose the data other than in the performance of their duties, or if required or authorised by law.</p>	

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6. Conditions of exchange	
6.1. Business continuity	<p>TMR agrees to maintain sufficient systems and resources to ensure it retains the capacity and capability to transfer the data to QPS.</p> <p>QPS agrees to maintain sufficient systems to ensure it retains the capacity to receive data from TMR.</p> <p>All Parties to this agreement will have business continuity and technical disaster recovery plans in place.</p>
6.2. Systems access controls	<p>Access to TMR and QPS information systems and TMR information, is restricted to authorised users only. An authorised user is a person who has been authorised to access TMR information using QPS or TMR information systems and has agreed to comply with information security requirements.</p>
6.3. Use of Information	<p>TMR information will only be accessed and used for approved purposes as outlined in this schedule.</p>
6.4. Life of the agreement	<p>This information exchange remains valid from the date of signing by all Parties to the agreement and continues until terminated.</p> <p>Termination Notwithstanding other provisions of this schedule, either Party may, by written notice to the other Party, terminate this schedule. Unless otherwise agreed, two months' notice shall be provided to the other Party of the intention to terminate this schedule.</p> <p>Review The Parties involved will review the operation of this schedule at least annually with a view to improving its operation and resolving issues that may arise.</p> <p>Amendments Amendment to this schedule may be made at any time with the mutual written agreement of both the Parties.</p>
6.5. Incident management	<p>QPS will report any incidents (breaches, access issues, security issues etc.) relating to the usage or disclosure of TMR information to the Incident Manager. The following incidents must be reported as incidents:</p> <ul style="list-style-type: none"> • Deliberate or unintentional unauthorised actions relating to TMR information or TMR information systems, including viewing, disclosure, modification, substitution, deletion, insertion and tampering; and • All incidents (deliberate or not) that result in, or could result in, unauthorised disclosure of TMR information. <p>All Parties to this agreement will work together to investigate any alleged or suspected information security breaches. Any breaches of professional misconduct by employees or officers of QPS may result in action for misconduct within the Code of Conduct for the Queensland Public Service. The QPS is responsible for affecting such action including the determination and prosecution of any associated criminal offences.</p>

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<p>7.2. The Parties will transport electronic information over data communications networks in accordance with the Queensland Government Network Transmissions Security Assurance Framework (NTSAF).</p> <p>7.3. Authentication of users and devices will be consistent with the Queensland Government Authentication Framework (QGAF) document which is based on the Australian Government Authentication Framework (AGAF).</p> <p>7.4. QPS will classify and handle TMR information in accordance with the Queensland Government Information Security Classification Framework (QGISCF). TMR information assets transmitted, processed or stored as part of this agreement are classified as Protected. Controls must be implemented in accordance with the QGISCF. Information assets include:</p> <ul style="list-style-type: none">• TMR information, including electronic information and hard copy reports and documents• TMR information systems; and• Equipment that supports TMR information and information systems
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<h3>8. Financial Implications</h3> <p>8.1. TMR agrees to deliver or transfer the shared data described in this Schedule to QPS at its own costs.</p> <p>8.2. TMR will not apply a subscription type fee for the service, however any necessary purchase and installation costs of equipment required to access TMR information, and any ongoing costs are to be funded by QPS.</p>
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<h3>9. Legislation</h3>	
<p>9.1. Primary Legislation</p>	<p>The information subject to exchange, as defined in section 1 of this Schedule, is supplied to QPS under the authority of the following primary legislation:</p> <ul style="list-style-type: none">• <i>Transport Operations (Road Use Management) Act 1995</i>• <i>Adult Proof of Age Card Act 2008</i>• <i>Transport Operations (Passenger Transport) Act 1994</i>• <i>Tow Truck Act 1973</i>• <i>Transport Operations (Marine Safety) Act 1994</i>• <i>Transport Planning and Coordination Act 1994</i> <p>It is to be noted that this Schedule and the MOU to which it relates, constitute both an administrative arrangement and a public access agreement as mentioned in the definitions of statutory entity and client user respectively in section 112 of the <i>Transport Operations (Road Use Management – Vehicle Registration) Regulation 2010</i>. This provides for the release of vehicle registration information to the Queensland Police Service as a client user under section 115 of that regulation.</p>
<p>9.2. Information Privacy</p>	<p>In addition to the legislation detailed in section 9.1 Primary Legislation, QPS and TMR are also subject to relevant provisions of the <i>Information Privacy Act 2009</i>.</p> <p>QPS warrants that the use of the data exchanged as a result of this schedule will not infringe the <i>Information Privacy Act 2009</i>. QPS will take all reasonable steps to maintain and safeguard the security of the data in accordance with the requirements of the <i>Information Privacy Act 2009</i>. QPS will take steps to ensure:</p>

15. Signatories

Name: *Michael Keating*
Title: Assistant Commissioner
Agency: Queensland Police Service
Signature: *M Keating*
Date: *21 October 2014*

Name: *Michael Stapleton*
Title: Deputy Director-General, Customer Services, Safety and Regulation
Agency: Department of Transport and Main Roads
Signature: *M Stapleton*
Date: *18 Oct 2019*