Memorandum of Understanding

The State of New South Wales by its [Click here to insert name of agency providing shared services]

The State of New South Wales by its [Click here to insert name of agency receiving shared services]

[Click here to insert date in full]

Acknowledgement of Country

[Click here to insert name of agency providing shared services] and [Click here to insert name of agency receiving shared services] acknowledges the Traditional Custodians of the lands where we work and live. We celebrate the diversity of Aboriginal peoples and their ongoing cultures and connections to the lands and waters of NSW.

We pay our respects to Elders past, present and emerging and acknowledge the Aboriginal and Torres Strait Islander people that contributed to the development of these agreements.

# Memorandum of Understanding

## Parties

[Click here to insert name of agency providing shared services] of [Click here to insert street address]

[Click here to insert name of agency receiving shared services] of [Click here to insert street address]

## Background

1. This document sets out the arrangements applying to the delivery of shared services by [Click here to insert name of agency providing shared services] to [Click here to insert name of agency receiving shared services] for the period [Click here to insert date] to [Click here to insert date].
2. The parties enter into this MoU with the understanding that it shall not be extended beyond [Click here to insert date]. If services are required beyond [Click here to insert date], the parties will negotiate a new agreement.
3. The [Click here to insert Admin Order in full] (**the Order**), which is taken to have commenced on [Click here to insert date] and amends the [Click here to insert previous Admin Order in full], provided that certain staff employed within [Click here to insert relevant branch/function/teams] transfer from [Click here to insert agency name] to [Click here to insert receiving agency name].
4. To [Click here to insert Admin Order effective date], [Click here to insert agency name] provided general corporate support for the [Click here to insert relevant branch/function/teams] and will endeavour to provide this same general corporate support to [Click here to insert relevant branch/team/functions if name changed] until [Click here to insert date].
5. To [Click here to insert Admin Order effective date], [Click here to insert agency name] also provided coordination support for [Click here to insert executive agencies as needed].
6. Other agreements, such as occupancy agreements, may be entered into by the parties and will form agreements separate to this MoU.

The shared services to be delivered by [Click here to insert name of agency providing shared services] are set out in Schedule 1.

The details of the schedule may be varied as agreed between the parties to the MoU.

## General terms

### Aims

1. The aim of this MoU is to achieve efficient and cost-effective delivery of shared services.
2. The parties shall have open and ongoing communications in relation to the MoU and the delivery of the shared services.
3. This MoU does not create legally enforceable rights or obligations for either party.

### Principles

The parties shall enter into the MoU on the basis that:

1. the current model of service delivery will apply to the delivery of shared services, unless varied as agreed between the parties to the MoU;
2. Where a service was previously provided to [Click here to insert name of agency providing shared services] by another service provider, this service provider will continue to provide the service to [Click here to insert name of agency receiving shared services]. [Click here to insert name of agency receiving shared services] will be responsible for the monitoring of these agreements;
3. the parties shall have open and ongoing communications in relation to the MoU and the delivery of the shared services; and
4. each party will act to ensure decisions that impact the services, operations and costs of the other party are communicated in advance and the parties will undertake to ensure these decisions do not adversely impact the services, operations and costs of the other party.

The Parties may modify or develop further principles as part of ongoing MoU management.

### Costs

In addition to payments in accordance with the cost sharing model set out in Schedule 1, [Click here to insert name of agency receiving shared services] will reimburse [Click here to insert name of agency providing shared services] for all other costs paid on behalf of [Click here to insert name of agency receiving shared services] and/or costs paid directly by [Click here to insert name of agency providing shared services] where the costs are relevant to [Click here to insert name of agency receiving shared services].

[Click here to insert name of agency providing shared services] will continue to seek full reimbursements for all costs associated with [Click here to insert name of agency receiving shared services].

The following conditions apply:

1. [Click here to insert name of agency providing shared services] will maintain and substantiate all claims for reimbursement with appropriate records.
2. [Click here to insert name of agency providing shared services] will provide a quarterly claim to [Click here to insert name of agency receiving shared services] in the form of a tax invoice to recoup the costs paid on behalf of [Click here to insert name of agency receiving shared services] and/or costs paid directly by [Click here to insert name of agency providing shared services] where the costs are relevant to [Click here to insert name of agency receiving shared services].
3. [Click here to insert name of agency receiving shared services] will pay GST if required by relevant legislation.

### Responsibilities

#### [Click here to insert name of agency providing shared services] responsibilities

[Click here to insert name of agency providing shared services] will:

1. deliver the shared services with the same care and responsibility that it would exercise when delivering the shared services for itself;
2. perform transactions on behalf of [Click here to insert name of agency receiving shared services] on the assumption that appropriate approvals and controls have been exercised by [Click here to insert name of agency receiving shared services] in line with relevant policies and statutory requirements.

#### [Click here to insert name of agency receiving shared services] responsibilities

[Click here to insert name of agency receiving shared services] will:

1. provide general assistance (including provide information) to [Click here to insert name of agency providing shared services] that is reasonably required to deliver the shared services. The Parties acknowledge that [Click here to insert name of agency providing shared services] will not be able to deliver the shared services to the extent they have not received such assistance from [Click here to insert name of agency receiving shared services];
2. not, without prior consultation with and the agreement of [Click here to insert name of agency providing shared services], do anything (including enter into any arrangement with a third party) that would materially affect the delivery of the shared services, including anything that would result in [Click here to insert name of agency providing shared services] incurring additional costs to provide the shared services;
3. ensure that appropriate approvals and controls have been exercised in line with relevant policies, delegations and statutory requirements, prior to [Click here to insert name of agency providing shared services] performing associated transactions on behalf of [Click here to insert name of agency receiving shared services];
4. ensure services provided under the MoU are transitioned to [Click here to insert name of agency receiving shared services] resources, or an approved [Click here to insert name of agency receiving shared services] provider, as relevant resources become available in the lead up to [Click here to insert termination date for shared services];
5. provide demand forecasts and funding for additional users for the [Click here to insert records management or other application names] application (licences, maintenance and storage) and approval for migration work in advance;
6. be accountable and responsible for compliance with Cyber Security NSW policy including cyber security maturity improvements, reporting, and attestation requirements; and
7. engage with [Click here to insert shared service provider if applicable] for Operational Cyber security support.

#### Other responsibilities of the Parties

Both Parties will:

1. notify the other Party as soon as practicable of any issues or incidents that it becomes aware of which would affect the provision of the shared services;
2. respond to the other Party’s requests or queries (including the provision of information) to the best of its knowledge, and within a reasonable period;
3. use best efforts to resolve any issues or concerns of the other Party in relation to the shared services or the management of this MoU;
4. take responsibility to avoid any conflicts of interest and raise with the other Party where necessary to manage any such conflicts;
5. be subject to their own legal and probity obligations which, to the extent of any conflict, will take precedence over this MoU; and
6. make available appropriate personnel to attend any meetings or discussions with the other party at reasonable notice. The personnel should be informed about the subject matter of the meetings or discussions.

### Privacy and Personal Information

#### The Parties will only provide each other with personal or health information that is necessary, and only use that personal or health information for the purposes of delivering the shared services and in accordance with the *Privacy and Personal Information Protection Act 1998* and the *Health Records and Information Privacy Act 2002*.

#### Each Party is required to take security safeguards as are reasonable in the circumstances to protect the provided personal and health information against loss, unauthorised access, use, modification or disclosure and against all other misuse.

#### At the request of a Party, the other Party will return or securely destroy any personal or health information provided to it for the delivery of shared services to [Click here to insert name of agency receiving shared services].

#### In collecting any personal or health information that could be provided to the other party for the provision of shared services to [Click here to insert name of agency receiving shared services], [Click here to insert name of agency providing shared services] will take reasonable steps to seek the individual’s consent to provide that information to its service providers if it is necessary to disclose that information for services to be provided.

### Ongoing MoU management

#### Ongoing review and discussion

The Parties will agree to meet at Executive level prior to the end of May to review and discuss the existing and future delivery of shared services under this MoU.

The Parties will agree to hold regular officer-level meetings to ensure a smooth handover process by [Click here to insert termination date for shared services].

#### Contracts with external suppliers

1. If [Click here to insert name of agency receiving shared services] wishes to end any shared services that are covered by contracts with external suppliers, [Click here to insert name of agency providing shared services] will review the contract to determine whether the contract, or the level of services provided under the contract, can be varied or terminated (in whole or in part).
2. The Parties acknowledge that:
3. [Click here to insert name of agency providing shared services] is committed to the contracts it has entered into in relation to some of the shared services; and
4. [Click here to insert name of agency providing shared services] may not be able to vary or terminate (in whole or in part) those contracts, or the level of services provided under those contracts, without paying significant amounts of compensation or experiencing adverse outcomes.
5. The Parties will, as part of the ongoing MoU management, consult with each other in relation to:
6. any renewals, expiry, or termination of shared services that are covered by contracts with external suppliers;
7. their plans in relation to those shared services that are covered by contracts with external suppliers, e.g., to renew with the existing supplier, go to market, provide the services internally, or separately procure the services; and
8. the impact of the Parties’ plans in relation to those shared services on the costs.
9. If [Click here to insert name of agency providing shared services] undertakes a procurement process in relation to shared services that are or will be provided by external suppliers, it will consult [Click here to insert name of agency receiving shared services] in relation to its requirements and provide opportunities for a representative to be involved in the procurement process.

#### Request for Shared Services and support

Any requests or support queries in relation to the delivery of the shared services will be raised through channels nominated from time to time.

#### Issues and escalation

Any issues in relation to the delivery of the shared services shall be raised through channels nominated from time to time.

### Term and termination

#### The MoU will commence on and from [Click here to insert commencement date] and continue until [Click here to insert termination date] or until:

1. there are not any services to be delivered by [Click here to insert name of agency providing shared services] to [Click here to insert name of agency receiving shared services];
2. the Parties enter into an arrangement that expressly supersedes this MoU.

#### Both Parties acknowledge that this MoU, if signed by the parties after [Click here to insert commencement date], applies to [Click here to insert name of agency receiving shared services]; from [Click here to insert commencement date], as if it was signed by the Secretaries on that date.

### Notices

#### Receipt of Notice

A notice or other communication connected with this MoU will be in writing and sent by email to the email address of the addressee.

#### [Click here to insert name of agency providing shared services]‘s details for service

Name: [Click here to insert name of providing agency in full]

Attention: [Click here to insert full name of nominated contact person (usually Deputy Secretary responsible for Corporate Services)]

Address: [Click here to insert street address]

Email address: [Click here to insert email address]

#### [Click here to insert name of agency receiving shared services]‘s details for service

Name: [Click here to insert name of receiving agency in full]

Attention: [Click here to insert full name of nominated contact person (usually Deputy Secretary responsible for Corporate Services)]

Address: [Click here to insert street address]

Email address: [Click here to insert email address]

#### Change of details

A Party may change its details for service by giving notice of that change to the other Party.

### Interpretation

In this MoU, unless the contrary intention appears:

1. a reference to:
2. the singular includes the plural and the plural includes the singular;
3. a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this MoU;
4. a document (including this MoU) includes any variation or replacement of it;
5. a statute, ordinance, code or other law includes a regulation or other statutory instrument made or issued under it and consolidations, amendments, re-enactments or replacements of any of them; and
6. the words **include**, **including**, **for example** or **such as** when introducing an example, do not limit the meaning of the words to which the example relates to the example or to examples of a similar kind;
7. where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning; and
8. headings and any index are for convenience only and do not form part of this MoU or affect its interpretation.

### General

#### Further assurance

Each Party must promptly at its own cost do all things (including executing and, if necessary, delivering all documents) necessary or desirable to give full effect to this MoU.

#### Variation

An amendment or variation to this MoU is not effective unless it is in writing and signed by both Parties.

#### Assignment

A Party cannot assign all or any of its responsibilities under this MoU without the prior written consent of the other Party.

#### No right of set off

Except as expressly stated in this MoU, a Party has no right of set-off against a payment due to another Party.

Signed on behalf of the [Click here to insert name of agency providing shared services] by:

|  |  |  |
| --- | --- | --- |
| Signature of delegate | Name of delegate | Position |
|  |  |  |

Signed on behalf of the [Click here to insert name of agency receiving shared services] by:

|  |  |  |
| --- | --- | --- |
| Signature of delegate | Name of delegate | Position |
|  |  |  |

## Schedule 1 – Shared Services to be provided by [Click here to insert name of agency providing shared services]

In accordance with clause 3 of this MoU, on and from [Click here to insert commencement date], [Click here to insert name of agency providing shared services] will provide [Click here to insert name of agency receiving shared services]; Staff the range of shared services specified in Schedule 1.

**Notes:**

* This schedule provides a general description of the range of shared services that [Click here to insert name of agency providing shared services] will provide.
* This schedule is not intended to be an exhaustive list of the shared services that [Click here to insert name of agency providing shared services] will provide to [Click here to insert name of agency receiving shared services] on and from [Click here to insert commencement date] and is subject to any changes that are agreed between [Click here to insert name of agency providing shared services] and [Click here to insert name of agency receiving shared services].
* Any changes to the range of shared services provided by [Click here to insert name of agency providing shared services] under this MoU (including changes in the way the services are provided) will require written agreement between [Click here to insert name of agency providing shared services] and [Click here to insert name of agency receiving shared services], in accordance with clauses 2 and 10.2.

### Overview of shared services

Shared services will be provided as outlined in this schedule until [Click here to insert termination date] or when [Click here to insert name of agency receiving shared services] resources become available to provide the service – whichever comes first.

Shared services consist of services in the following areas:

* [Click here to choose a shared service being provided, delete this field if not needed]
* [Click here to choose a shared service being provided, delete this field if not needed]
* [Click here to choose a shared service being provided, delete this field if not needed]
* [Click here to choose a shared service being provided, delete this field if not needed]
* [Click here to choose a shared service being provided, delete this field if not needed]
* [Click here to choose a shared service being provided, delete this field if not needed]
* [Click here to insert additional shared services being provided, but not listed above]

Note: The below table can be used to describe shared services provided to different branch/team/functions if required. Delete this note and the table below if not needed.

|  |  |
| --- | --- |
| Area | Service Provided |
| [Click here to insert branch/team/function agency receiving shared services] | * [Click here to insert description of shared services provided] |
| [Click here to insert branch/team/function agency receiving shared services] | * [Click here to insert description of shared services provided] |

### Breakdown of shared services

#### [Click here to insert area of shared services support, for example, Digital Technology and Systems]

##### [Click here to insert sub-heading, for example, Workplace Technology, applications or services]

[Click here to insert details of support provided]

##### [Click here to insert sub-heading, for example, Workplace Technology, applications or services]

[Click here to insert details of support provided]

##### [Click here to insert sub-heading, for example, Workplace Technology, applications or services]

[Click here to insert details of support provided]

#### [Click here to insert area of shared services support, for example, Finance & Procurement]

##### [Click here to insert sub-heading, for example, Financial Management, applications or services]

[Click here to insert details of support provided]

##### [Click here to insert sub-heading, for example, Procurement, applications or services]

[Click here to insert details of support provided]

##### [This section should be inserted where a MoG implementation date does not fall on 1 July. Click here to insert area of shared services support, for example, Annual Report]

* Relevant Staff provide timely information and support to [Click here to insert name of agency receiving shared services] for the production of its Annual Report for the Transition Period should it be required.
* Relevant Staff provide timely information and support to [Click here to insert name of agency providing shared services] for the production of its Annual Report for the period from 1 July to [Click here to insert date – day before Admin Order effective date].

#### [Click here to insert area of shared services support, for example, Workplace, Property & Accommodation]

Accommodation and facilities management in relation to occupancy of the government offices at [Click here to insert accommodation address/building name].

* In relation to units of [Click here to insert name of agency receiving shared services] located at [Click here to insert accommodation address/building name], [Click here to insert name of agency providing shared services] will continue to provide Workplace Services comparable with the support services provided by [Click here to insert name of agency providing shared services] for its own purposes.

#### [Click here to insert area of shared services support, for example, Parliamentary and Ministerial Services]

##### [Click here to insert sub-heading, for example, Workplace Technology, applications or services]

[Click here to insert details of support provided]

#### [Click here to insert area of shared services support, for example, People, Culture & Talent]

##### [Click here to insert sub-heading, for example, HR Policy & Support, applications or services]

[Click here to insert details of support provided]

##### [Click here to insert sub-heading, for example, Employment Relations Services, applications or services]

[Click here to insert details of support provided]

##### [Click here to insert sub-heading, for example, Employee Safety & Wellbeing, applications or services]

[Click here to insert details of support provided]

##### [Click here to insert sub-heading, for example, Organisational Development, applications or services]

[Click here to insert details of support provided]

#### [Click here to insert area of shared services support, for example, Legal]

##### [Click here to insert sub-heading, for example, Legal advice, applications or services]

[Click here to insert details of support provided]

## Schedule 2 – Corporate Services to be provided by [Click here to insert name of agency receiving shared services] to itself

In accordance with clause 4.2 of this MoU, on and from [Click here to insert date – day after termination date], the services specified in this Schedule will be provided by [Click here to insert name of agency receiving shared services] to itself:

* [Click here to insert list of services]

## Attachments

[Click here to insert relevant attachments as needed, for example, previous MoUs, other MoUs, exchange of letters. Delete this section if not needed.]