

RESPONSES TO QUESTIONS TAKEN ON NOTICE

Hearing Date: 29 March 2022

Directed to: Jo de Morton

1. Ms CROZIER Page no. 3

Question asked: Ms CROZIER: ... But nobody has requested from you information in relation to the QR code information?

Ms de MORTON: We have had a couple of requests, less than half a dozen.

Ms CROZIER: Who were those requests from?

Ms de MORTON: I have not got that to hand at the moment. My staff have a look at those.

...

Ms CROZIER: Just provide that to the committee. Thank you.

Response:

Service Victoria has received two documented requests for COVID-19 check-in data directed to Service Victoria: one from Services Australia on 9 August 2021; and one from Alfred Health on 21 October 2021.

In each case, Service Victoria advised the requesting organisations that it will not provide check-in data to them. Both requests were forwarded to the Department of Health as the data custodians for further review.

Service Victoria has also supported the Department of Health and the Department of Premier and Cabinet with responses to two requests for COVID-19 check-in data directed to those departments. One was from Victoria Police and one was from a private citizen. Both requests were denied.

Except in the case of Service Victoria disclosing QR check-in data to the Department of Health for contact tracing and outbreak management, Service Victoria has never released any person's QR check-in data. This includes disclosing to law enforcement or any external third party (such as a court of law).

2. Ms KEALY Page no.6

Question asked: I am really wanting to learn about the time line of the development of the border permit app in terms of: when was Service Vic first asked to develop a portal, a channel, for the application of online border permits?

Response:

Service Victoria was initially approached by the Department of Jobs, Precincts and Regions in mid-September 2020 around a possible border permit pilot. Originally, the aim was to develop a prototype for delivery in late December.

The Department of Health then took ownership for this work in November 2020.

On 17 November 2020, Service Victoria was approached by the Department of Health to establish a border permit system with South Australia in response to changing public health conditions.

Service Victoria immediately began to work in collaboration with the Department of Health to progress the solution.

On 21 November 2020 at 11:59pm the Border Crossing Permit Scheme Directions commenced to prevent prohibited persons from certain red zones in South Australia, or who were undergoing self-quarantine in South Australia from entering Victoria (clause 1(a)). Restricted persons who had visited from an orange zone or a green zone in South Australia were required to carry a permit when entering Victoria (clause 1(b)(i) and (ii)). The Chief Health Officer and Deputy Chief Health Officer had a power to grant exemptions under clause 6.

Only on the commencement of the Border Crossing Permit Scheme Directions was there a specific provision that authorised Service Victoria to receive applications for and deliver border permits (under clause 5).

As such, at 11:59pm on 21 November 2020 border permits for eligible people entering Victoria from South Australia were made available through the Service Victoria website.

3. Mr Wells Page no. 11-12

Question asked: Obviously you have provided information and briefing notes to the Minister for Government Services since these pandemic orders have been in place. I am just wondering if we could get the dates where you have met or communicated with the minister along with those briefing notes.

Question asked: could we also maybe have a copy of the MOU of what the information-sharing arrangements are? Can we get a copy of that MOU?

Response:

The Service Victoria CEO has regular meetings with the Minister for Government Services on a variety of topics. To avoid any doubt, searches conducted to provide this answer were limited to communications with the Minister for Government Services relating to the Pandemic (Quarantine, Isolation and Testing) Order 2022 (**Order**) the subject of the hearing held 29 March 2022.

Broadly, clause 35 of the Order authorises the Service Victoria CEO to collect, display and store information to demonstrate a rapid antigen test result using the Service Victoria Platform and share such information with the Department of Health, and to provide exposure notifications through the Service Victoria platform to persons who may have been exposed to COVID-19 (see **Appendix A**).

The Service Victoria CEO has provided information to and discussed with the Minister for Government Services to support the explanation and demonstration of services referred to in Cabinet submissions, including, but not limited to, the capabilities covered by the Order. Further details or supporting documentation cannot be provided to the Committee without disclosing Cabinet-in-Confidence information.

A copy of the Information Sharing Arrangement between the Department of Health, the Department of Premier and Cabinet and Service Victoria dated 28 September 2021 is attached to this response as **Appendix B**.

Appendix A: Clause 35, Pandemic (Quarantine, Isolation and Testing) Order 2021 (No. 6)

35 Service Victoria authorisation

1. The Service Victoria CEO may:

- a) collect and display information to demonstrate a rapid antigen test result using the Service Victoria Platform; and
 - b) collect and display other information relating to the rapid antigen test result, including related personal information and health information, using the Service Victoria Platform; and
 - c) share information collected under paragraph (a) and (b) with the Department; and
 - d) store and display the history of rapid antigen test results and enable the sharing of this information by a person using the Service Victoria Platform; and
 - e) provide exposure notifications to persons through the Service Victoria Platform advising that they may have been exposed to COVID-19 in accordance with data managed by the Department.
2. Where a person is unable to use the Service Victoria Platform to demonstrate their rapid antigen test result, that information may be collected from another person on behalf of the person who is unable to use the Service Victoria Platform, using the Service Victoria Platform.
 3. The Service Victoria CEO must delete any rapid antigen test result and related information collected under subclause (1)(a) and (1)(b) as soon as practicable after seven days of it being collected using the Service Victoria Platform.
 4. Persons who receive a notification under subclause (1)(e) must follow any direction contained in the notification received through the Service Victoria Platform.

Appendix B: Information Sharing Arrangement

Information Sharing Arrangement

for DVR Data

between

Department of Health

And

Service Victoria

And

Department of Premier and Cabinet

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Date 20 July 2021

Department of Health

of 50 Lonsdale Street, Melbourne Victoria 3000

(Health)

and

Service Victoria

of Level 4, 101 Armstrong Street North, Ballarat 3350

(Service Victoria)

and

Department of Premier and Cabinet

of 1 Treasury Place, Melbourne Victoria 3001

(DPC)

Background

- A. The Digital Visitor Registration (DVR) system (also known as the Victorian Government QR code service), was developed by DPC and Service Victoria in collaboration with other parts of the Victorian Government. Since November 2020, Service Victoria has been collecting DVR visitation data for the purposes of contact tracing during the COVID-19 pandemic.
- B. On 28 January 2021, the responsibility for the DVR visitation system transitioned from DPC to Health. Service Victoria continued to collect DVR data on behalf of Health.
- C. Service Victoria and Health have entered into a Memorandum of Understanding setting out an overarching framework that governs the relationship between the Service Victoria and Health; an Operating Agreement setting out operational arrangements for the delivery of DVR visitation system; and a Transaction Journey which details the functions to be performed.
- D. Since 28 May 2021, the Workplace Directions issued under Section 200 of the *Public Health and Wellbeing Act 2008 (Vic)* have mandated that Victorian employers must use the DVR visitation record system to keep records of all persons who attend their premises.
- E. From time to time, Health makes requests for certain DVR data through an Application Programming Interface (API) Gateway built and managed by DPC for contact tracing purposes. DPC does not have access to the data that is securely shared through this service.
- F. Health processes this data with other relevant data from the Business Registration database to produce data usable for contact tracing purposes.

- G. This agreement sets out the respective rights and responsibilities of the parties in respect of the disclosure and processing of data in relation to the DVR system, API Gateway, contact tracing and any other purpose.

The Parties agree:

1. Definitions and Interpretation

1.1 Definitions

In this Information Sharing Agreement (ISA) unless the contrary intention appears, the following definitions will apply:

API Gateway means the platform for the custom visitation Application Programming Interface, built and managed by DPC, used as the entry point for requests to transfer Raw Data stored by Service Victoria to Health. DPC does not have access to the Data that is securely shared through this service.

Business Day means any day that is not a Saturday, Sunday or a public holiday (being a public holiday appointed as such under the *Public Holidays Act 1993 (Vic)*) in Melbourne.

Business Registration Portal means the online service for use by workplaces, premises or facilities covered by the Chief Health Officer's Workplace Directions, to register a business, organisation, club or event for a contact tracing QR code.

Data means Raw Data and DVR Data.

Data Custodian means the person specified in item 2 of the schedule or as notified by Health to the other Parties from time to time.

De-identified means 'de-identified' as that term is defined in the *Privacy and Data Protection Act 2014 (Vic)*.

DVR Data means the data described in clause 4(d).

DVR QR Code System means the digital system provided by Service Victoria, and other parts of the Victorian Government, that is otherwise known as the Service Victoria app or the Victorian Government QR Code Service.

Formal Request means a request from a third party received by a Party seeking access to, or disclosure of, the Data or any part of it, that gives rise to a legal obligation, duty or requirement to respond, including court orders, warrants, subpoenas, and statutory notices or requests issued under Law.

Government Agency means any government or any public, statutory, governmental, semi-governmental, local governmental or judicial body, entity or authority and includes a Minister of the Crown and any person, body, entity or authority exercising a power pursuant to an Act of Parliament.

Health Information means 'health information' as that term is defined in the *Health Records Act 2001 (Vic)*.

Informal Request means a request from a third party received by a Party seeking access to, or disclosure of, the Data or any part of it that is not a Formal Request.

ISA means this information sharing arrangement as amended from time to time.

Law means:

- (a) principles of law or equity established by decisions of courts within the Commonwealth of Australia;
- (b) statutes, regulations, by-laws, ordinances, orders, awards, proclamations and local laws of the Commonwealth, State of Victoria, any local government or a Government Agency;
- (c) the Constitution of the Commonwealth;
- (d) binding requirements and mandatory approvals (including conditions) of the Commonwealth, the State of Victoria or a Government Agency which have the force of law; and
- (e) guidelines of the Commonwealth, the State of Victoria or a Government Agency which have the force of law.

Location ID means a unique identifier associated with Work Premises or areas within Work Premises.

Notice means a written notice, consent, approval or other communication in the English language, given under this ISA.

Party means a party to this ISA, and **Parties** means all of the parties to this ISA.

Personal Information means 'personal information' as that term is defined in the *Privacy and Data Protection Act 2014 (Vic)*.

Privacy Officer means a privacy officer under clause 14.

Raw Data means the data described in clause 4(a).

Representative means the representative of a Party as set out in clause 15.

VPDSF means the Victorian Protective Data Security Framework established under Part 4 of the *Privacy and Data Protection Act 2014 (Vic)*.

Workplace Directions means the Workplace Directions issued or amended under Section 200 of the *Public Health and Wellbeing Act 2008 (Vic)* from time to time.

Work Premises has the meaning given under the Workplace Directions.

1.2 Interpretation

In this ISA unless the context otherwise requires:

- (a) headings do not affect the interpretation of this ISA;
- (b) if a word or phrase is defined, its other grammatical forms have corresponding meanings;
- (c) 'includes' means includes without limitation;
- (d) a reference to:
 - (i) a document includes all amendments or supplements to, or replacements or novations of, that document;

- (ii) a clause, paragraph, schedule, annexure or attachment is to a clause or paragraph of, or schedule, annexure or attachment to, this ISA;
 - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced; and
- (e) where a conflict or inconsistency arises between the terms and conditions contained in the clauses of this ISA and any part of a schedule, annexure or attachment, the terms and conditions of the clauses prevail to the extent of the conflict or inconsistency.

2. Term

This ISA will commence on the day that the last of the Parties signs this ISA and will continue until terminated in accordance with clause 18.

3. Status of ISA

- (a) This ISA is not intended to create legal relations or constitute a legally binding contractual agreement between the Parties. Notwithstanding this clause, the Parties intend to comply with all of the terms of this ISA.
- (b) By signing this ISA, each Party confirms that it has obtained all necessary internal approvals to participate in this ISA and carry out its role and responsibilities under this ISA.
- (c) In the event of any inconsistency between this ISA and the terms of any policy agreed between the Parties with respect to the Data or any part of it, the provisions of this ISA will prevail to the extent of the inconsistency.

4. Disclosure of Data

- (a) The Raw Data will be a record, in electronic form, setting out information collected via the DVR QR Code System in accordance with the Workplace Directions and other applicable public health directions, and which may include information such as:
 - (i) given name;
 - (ii) family name;
 - (iii) contact mobile phone number; and
 - (iv) time, date and Location ID.
- (b) Service Victoria shall collect the Raw Data on behalf of Health, encrypt and hash it as appropriate, store in a database and delete it after 28 days.
- (c) Subject to clause 8 and 13, Service Victoria agrees to disclose to Health through the API Gateway, and Health agrees to collect from Service Victoria through the API Gateway, the Raw Data in the form and manner, and at the times, specified in item 1 of the schedule.
- (d) Health will process the Raw Data with data from the Business Registration Portal to produce useable visitation data, which is used in contact tracing activities (**DVR Data**).

5. Necessity of Disclosure

- (a) Service Victoria and Health acknowledge and agree that:
 - (i) the collection, use and disclosure of the Raw Data is authorised by the Workplace Directions; and
 - (ii) they reasonably believe that it is necessary for them to collect, use and disclose the Raw Data to lessen or prevent a serious threat to public health and safety arising from the current COVID-19 pandemic.
- (b) Service Victoria and Health will comply with the Law in sharing, collecting, disclosing or using Raw Data under this Agreement, including each Party's obligations under the *Privacy and Data Protection Act 2014 (Vic)*, the *Health Records Act 2001 (Vic)* and the VPDSF.

6. Custodianship

- (a) The Parties appoint the Data Custodian as the custodian of the Raw Data to be responsible for controlling the release, use and modification of the Data in accordance with this ISA.
- (b) The Parties agree that the Data Custodian, and as required Health, will lead and manage all work associated with responding to any Formal Request and Informal Request received by any Party, to extent permitted by Law.
- (c) Where access to Data or any part of it is granted in response to an Informal Request or Formal Request, the Data Custodian will keep a written decision log, including details such as the exact data provided, the name of the requesting party, reasons for the decision, and relevant terms.
- (d) Nothing in this ISA prevents any information whatsoever regarding this ISA or the Data being disclosed to a Party to the extent required by Law.

7. Requests for Data

7.1 Informal Requests

- (a) Subject to clause 13 and where permitted by Law, upon receiving any Informal Request, the Party receiving the request will give Notice to the Representatives of the Informal Request.
- (b) Subject to clause 13 and where permitted by Law, upon receiving any Informal Request that is not resisted, for whatever reason:
 - (i) in accordance with clause 7.1(a), the Party receiving the request will provide a copy of the Informal Request to the Data Custodian and use best endeavours to assist the Data Custodian to resist the disclosure of the requested information or otherwise respond to the Informal Request. The Data Custodian will respond to the Informal Request as soon as reasonably practicable; and
 - (ii) the Data Custodian will make the final decision on whether to grant access to the Data in response to an Informal Request, in consultation with the Chief Executive Officer of Digital Victoria and

the Chief Executive Officer of Service Victoria, and having regard to clause 13 and relevant legal obligations applicable to each of the Parties.

- (c) The Data Custodian will use reasonable endeavours to resist Informal Requests requiring the disclosure of Data.

7.2 Formal Requests

- (a) Where a Party receives a Formal Request then the Parties agree to proceed on the agreed principles below, to the extent permitted by Law:
 - (i) As soon as reasonably practicable after receiving the Formal Request:
 - (A) provide a copy of the Formal Request to the Data Custodian to enable the Data Custodian to lead the response to the Formal Request where permitted by Law; and
 - (B) give Notice to the Chief Executive Officer of Digital Victoria and the Chief Executive Officer of Service Victoria (as applicable) by providing a copy of the Formal Request, where permitted by Law;
 - (ii) After receiving Notice of the Formal Request, the Parties shall consult as soon as reasonably practicable to:
 - (A) confirm who responds to the Formal Request. Unless required by Law, Health shall respond to all Formal Requests;
 - (B) consider the approach for responding to the Formal Request;
 - (C) consider whether to grant access to or disclosure of any Data having regard to the legal obligations of the Parties, public health and safety considerations and any other matter;
 - (iii) The Data Custodian will make the final decision, as between the Parties, on whether to grant access to the Data in relation to a Formal Request, in consultation with the Chief Executive Officer of Digital Victoria and the Chief Executive Officer of Service Victoria and having regard to clause 13 and relevant legal obligations applicable to each of the Parties.
 - (iv) Where it is not permitted by Law to disclose the content of the Formal Request to the Data Custodian or another Party, then the Data Custodian must provide assistance to the extent necessary, legally permissible and as requested by the Party who is responding to the Formal Request.
 - (v) The Parties will use best endeavours to resist Formal Requests requiring the disclosure of Data;
 - (vi) The Party responding to a Formal Request will give the other Parties reasonable opportunity to review and provide input on the

approach and substance of any materials before finalising any response to the Formal Request;

- (vii) Each Party must ensure any response to a Formal Request complies with each of the Parties' legal obligations, including any:
 - (A) relevant obligations associated with the Formal Request in question;
 - (B) Information Privacy Principles as set out in the *Privacy and Data Protection Act 2014* (Vic);
 - (C) Health Privacy Principles as set out in the *Health Records Act 2001* (Vic);
 - (D) relevant obligations under the VPDSF.
- (viii) Each Party agrees to:
 - (A) provide any reasonably necessary or requested support and assistance to the other Parties in preparing a response to any Formal Request, including by preparing affidavits or other supporting materials, taking formal steps to object or intervene in proceedings; and
 - (B) assist the other Parties in responding to the Formal Request within the time provided.

7.3 Funding

- (a) Health will fund the external legal costs and disbursements incurred by a Party at the request of or as required by Health or the Data Custodian in responding to any Formal Request provided that the other Party follows the lawful and reasonable direction of the Data Custodian.
- (b) Health will fund any reasonable administrative and technical costs of the other Parties incurred at the request of or as required by Health or the Data Custodian in responding to a Formal or Informal Request where the response requires more than a routine search and extraction of the data. Any administrative and technical costs must be approved by Health prior to being incurred.
- (c) Parties will notify Health of their opinion that the response to a request is likely to require financial assistance. Health will promptly respond to any such notification received from a Party.

8. Operational, Reporting and Compliance Purposes for which the Data is shared

- (a) Service Victoria and Health will use and disclose the Raw Data only to perform functions and exercise powers under the *Public Health and Wellbeing Act 2014* (Vic), or as otherwise authorised by Law, which may include investigating, managing and controlling risks to public health.
- (b) Health may use and disclose Data to Service Victoria for the purpose of operation and management of the DVR QR Code System and the public health response to the COVID-19 pandemic. Subject to clauses 7 and 13,

Service Victoria must not disclose any Raw Data to third parties without the prior written approval of the Data Custodian.

- (c) The Parties may disclose hashed, aggregated or de-identified Data to each other and to third parties for the purpose of operation and management of the DVR QR Code System and the public health response to the COVID-19 pandemic.

9. ISA governance

- (a) The Parties' Representatives will meet as required to discuss any issues arising under this ISA.
- (b) Additional governance arrangements for this ISA may be agreed from time to time by the Parties' Representatives.

10. Retention and destruction of Data

The Parties agree:

- (i) Service Victoria will ensure the Raw Data held by Service Victoria is destroyed 28 days after collection unless otherwise required by Law;
- (ii) Health will take reasonable steps to destroy or De-identify Personal Information and Health Information included in the Data if it is no longer needed for contact tracing purposes, subject to public record keeping obligations; and
- (iii) to comply with the *Public Records Act 1973 (Vic)* and any applicable standards made under or pursuant to that Act.

11. Security of Data

Each Party is responsible for the security of the Data that it handles under this ISA, and will:

- (a) comply with any data security requirements set out in the schedule; and
- (b) comply with all relevant Laws and policies in connection with the use, disclosure, management, control and storage of the Data, including the VPDSF.

12. Unauthorised use and disclosure of Data

- (a) The Parties agree to take all reasonable steps to protect the data they will exchange under this ISA (including the secure transmission of the data to the other Parties and complying with other agreed protocols for data exchange as provided in the schedule) from misuse, loss, unauthorised access, modification or disclosure.
- (b) In the event of a security breach or suspected security breach of Data, the Parties agree to:
 - (i) contain the breach and make a preliminary assessment (including as to whether any individuals should be notified and whether the relevant Information Commissioners and Digital Victoria, Cyber Security Unit must be notified);

- (ii) evaluate the risks associated with breach;
- (iii) promptly notify the other Parties of the breach or suspected breach;
- (iv) assist the Data Custodian with notifying the relevant Information Commissioners and Digital Victoria, Cyber Security Unit of the breach or suspected breach; and
- (v) review the incident and take action to prevent future breaches.

13. Statutory obligations

- (a) Each Party acknowledges and agrees that it must fully comply with its obligations under relevant Laws relating to the collection, use and disclosure of information. Nothing in this ISA requires any Party to act in manner that is inconsistent with those obligations.
- (b) Each Party agrees to assist the other Parties to comply with their respective obligations under Law.

14. Privacy complaints

- (a) Each Party nominates a person who will manage inquiries and complaints to that Party about information privacy, including requests for access to information by an individual (**Privacy Officers**), as set out below.
 - (i) Privacy Officer for Health:
 - (A) Name: [REDACTED]
 - (B) Position: Principal Solicitor, COVID Legal
 - (C) Telephone: [REDACTED]
 - (D) Email: [REDACTED]
 - (ii) Privacy Officer for Service Victoria:
 - (A) Name: [REDACTED]
 - (B) Position: Executive Director, Corporate
 - (C) Telephone: [REDACTED]
 - (D) Email: [REDACTED]
 - (iii) Privacy Officer for DPC:
 - (E) Name: [REDACTED]
 - (F) Position: Manager, FOI and Privacy
 - (G) Telephone: [REDACTED]
 - (H) Email: [REDACTED]

- (b) A Party may nominate a replacement Privacy Officer by Notice in writing to the other Parties.
- (c) If a complaint about information privacy is made to any Party the complaint will be handled in accordance with the information privacy complaints handling policy of that Party.

15. Representatives

- (a) Each Party nominates a representative to act as the contact point for all communications under this ISA, as set out below.
 - (i) Representative for Health:
 - (A) Name: [REDACTED]
 - (B) Position: Chief Data Officer
 - (C) Telephone: [REDACTED]
 - (D) Email: [REDACTED]
 - (ii) Representative for Service Victoria:
 - (A) Name: [REDACTED]
 - (B) Position: Executive Director, Corporate
 - (C) Telephone: [REDACTED]
 - (D) Email: [REDACTED]
 - (iii) Representative for DPC:
 - (A) Name: [REDACTED]
 - (B) Position: Chief Executive Officer (Acting), Digital Victoria
 - (C) Telephone: [REDACTED]
 - (D) Email: [REDACTED]
- (b) A Party may replace its Representative by giving Notice to the other Party.

16. Notices

16.1 Giving a communication

- (a) A Notice may (in addition to any other method permitted by Law) be sent by electronic mail at the address for each Party set out below.
 - (i) Address for notice for Health:
 - (A) Addressee: [REDACTED]

(B) Postal address: Department of Health
50 Lonsdale Street, Melbourne, Vic,
3000

(C) Email: [REDACTED]

(ii) Address for notice for Service Victoria:

(A) Addressee: [REDACTED],
Corporate

(B) Postal address: Level 4, 101 Armstrong Street North,
Ballarat 3350

(C) Email: [REDACTED]

(iii) Address for notice for DPC:

(A) Addressee: [REDACTED]
[REDACTED]

(B) Postal address: Level 13, 35 Collins Street, Melbourne,
VIC 3000

(C) Email: [REDACTED]

(b) A Party may change its address for notice by giving Notice to the other Party.

16.2 Time of delivery

A Notice or document will be taken to be delivered or served if the receiving party has agreed to receipt in that form under this ISA and the message is correctly addressed to and successfully transmitted to that party's electronic mail address (e-mail address), and acknowledgment of receipt is recorded on the sender's computer.

16.3 After hours communications

If any Notice is delivered or deemed to be delivered:

- (a) after 5.00 pm in the place of receipt; or
- (b) on a day which is a Saturday, Sunday or public holiday in the place of receipt,

it is taken as having been delivered at 9.00 am on the next day which is not a Saturday, Sunday or public holiday in that place.

17. Dispute Resolution

17.1 Dispute Notice

- (a) A Party claiming that a dispute or disagreement has arisen under this ISA must give a Notice to the other Parties, specifying the nature of the dispute (**Dispute Notice**).

- (b) A Dispute Notice may be withdrawn at any time by the Party that gave the Dispute Notice.

17.2 Good Faith Discussions

Within 2 Business Days from the date of issue of the Dispute Notice, the Representatives of each Party will use their best endeavours to resolve the dispute between themselves at an operational level.

17.3 Resolution by Directors and Head of each Party

- (a) If the Representatives of each Party are unable to resolve the dispute within 5 Business Days from the date of issue of the Dispute Notice, Representatives of each Party agree to refer the dispute for resolution to the persons occupying the relevant Director position of each Party (or officer of equivalent seniority).
- (b) If, after a further 5 Business Days from the dispute being referred to the Directors (or officers of equivalent seniority), the Directors (or officers of equivalent seniority) are unable to resolve the dispute, the Parties may refer the dispute to the relevant Deputy Secretaries or equivalent senior officers of Health, Service Victoria and DPC for resolution.

17.4 Performance of Obligations

Notwithstanding the existence of a dispute, the Parties will continue to perform their obligations under this ISA.

18. Termination

- (a) The Parties may agree in writing to terminate this ISA at any time.
- (b) The Parties must have regard to relevant policy considerations prior to agreeing to terminate the agreement.
- (c) Upon termination of this ISA, any associated policies and procedures must be revised by the Parties as necessary and by agreement.

19. General

19.1 Variation or Amendment

This ISA may be amended or replaced only in writing executed by each party. Upon amending or varying this ISA, the parties must revise any associated policies and procedures as necessary and by agreement.

19.2 Counterparts

This ISA may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

19.3 Time to Act

If the time for a Party to do something is not specified in this ISA or the schedule for the relevant Project, the Party will do what is required within a reasonable time.

Signing page

Executed as an Arrangement.

Signed for and behalf of the
Department of Health by its authorised
representative in the presence of:



Witness Name (print)

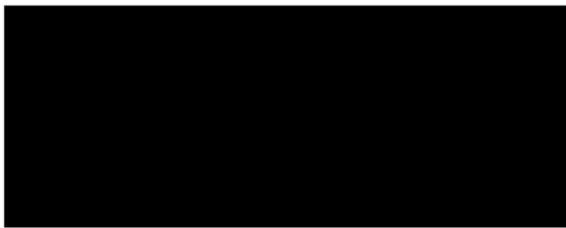


Authorised representative's name and
position (print)

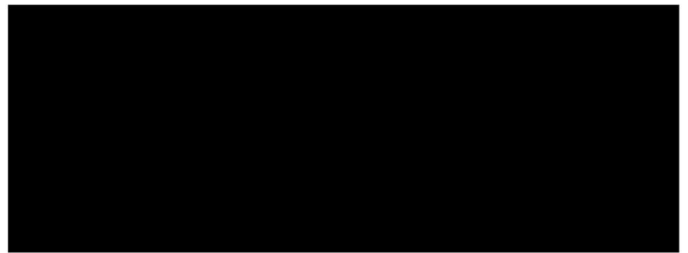
28 SEPTEMBER 2021

Date

Signed for and on behalf of the
Department of Premier and Cabinet
by its authorised representative in the
presence of:



Witness Name (print)



Authorised representative's name and
position (print)

01/09/2021

Date

Signed for and on behalf of the **Service
Victoria** by its authorised
representative in the presence of:



Witness Name (print)



Authorised representative's name and
position (print)

23 August 2021

Date

Schedule

1.	Protocol for sharing Raw Data (clause 1.1, 4(c))	Raw Data is only disclosed by Service Victoria to Health upon Health making a request via the API Gateway in response to a COVID-19 case or outbreak.
2.	Data Custodian (clause 6(a))	Kate Matson, Deputy Secretary, Intelligence, Case, Contact & Outbreak Management, COVID-19 Public Health, Department of Health
3.	Data security requirements (clause 11(a))	<p>All data security requirements that are relevant to the operation of the DVR QR Code System are set out in the Memorandum of Understanding dated 21 November 2020.</p> <p>Data and other information will otherwise be handled, stored and protected by each Party in a way that is consistent with the VPDSF and each Party will keep the Data and information in a secure manner within Australia and will take all reasonable steps to protect the Data and information from misuse, loss and unauthorised access, modification or disclosure.</p>