Attachment A

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| MEMORANDUM OF UNDERSTANDING |  |
| Memorandum of Understanding in relation to funding for the australian public service commission allowance subscription service | |
| The Australian Public Service Commission  ABN 99 470 863 260  «Agency\_name»  «ABN» | |
|  | |

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# Date

This Memorandum of Understanding (MOU) is dated **«DD MONTH 2022»**.

# Parties

This MOU is made between the following parties:

1. **The Australian Public Service Commission** ABN 99 470 863 260 (**APSC**)

and

1. **«Agency\_name»** ABN «ABN» (**Agency**)

# Context

1. The APSC conducts research to determine and update the rates of various employment-related allowances.
2. The Subscription Service is a service to which an Agency may subscribe and receive information and updates about a range of employment-related allowances.
3. Information provided to an Agency as part of the Subscription Service is for the purpose of assisting the Agency to determine appropriate rates payable to its own employees having regard to the circumstances in the Agency.
4. The Subscription Service is funded on a cost-recovery basis and each Agency’s contribution is determined on the basis of the Agency’s size.

# Operative Provisions

The parties agree as follows:

1. Definitions and Interpretation
   1. In this MOU, unless the contrary intention appears:

|  |  |
| --- | --- |
| Agency MOU Contact | means the person specified as the ‘Agency MOU Contact’ in the Schedule at Item B.2, or as otherwise notified in writing by the Agency to APSC; |
| Agency size | means the size of the Agency based on data drawn from the APS Employment Database (APSED), being a headcount of all staff employed under the *Public Service Act 1999* (Cth) by the Agency; and  for a body not captured by APSED, the number of employees employed by the body as reported to the APSC by the body; |
| APS | means the Australian Public Service; |
| APSC | means the Australian Public Service Commission; |
| APSC Material | means Material owned by the APSC at the Commencement Date; |
| APSC MOU Contact | means the person specified as the ‘APSC MOU Contact’ in the Schedule at Item B.1.1, or as otherwise notified in writing by APSC to the Agency; |
| Business Day | in relation to the doing of any action in a place, means any day other than a Saturday, Sunday or public holiday in that place; |
| Commencement Date | means 1 December 2022; |
| Confidential Information | means information that:   1. is by its nature confidential; 2. is designated by a party as confidential; or 3. the recipient knows or ought to know is confidential   but does not include information which:   1. is or becomes public knowledge other than by breach of this MOU; 2. is in the possession of the recipient, without restriction about disclosure, before the date of receipt from the discloser; 3. has been independently developed or acquired by a party;   and the burden of establishing any of the exceptions referred to above is on the party relying on the exception; |
| Expiry Date | means the earlier of 30 June 2023 or the date this MOU is terminated in accordance with paragraph 8; |
| Financial Year  GST Act | means any financial year commencing 1 July and ending 30 June the following calendar year;  means *A New tax System (Goods and Services Tax) Act 1999* (Cth); |
| Intellectual Property | includes all copyright, rights in relation to inventions (including patent rights), plant breeder’s rights, registered and unregistered trademarks (including service marks), registered designs, circuit layouts, and other rights resulting from intellectual activity in the industrial, scientific, literary, or artistic fields but does not include moral rights, the rights of performers or rights in relation to Confidential Information; |
| Material | includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of the same; |
| Memorandum of Understanding or MOU | means this document including the Schedule and any annexures; |
| MOU Material | means all Material:   1. brought into existence by APSC for the performance of the obligations in this MOU; and 2. copied or derived from Material referred to in subparagraph a above; |
| Personal Information | has the same meaning as defined in the *Privacy Act 1988* (Cth); |
| Scope | means the scope of the Subscription Service under this MOU, described in the Schedule at Item A; |
| Subscription Fee | means the money paid or payable to APSC by the Agency in accordance with paragraph 4.1; |
| Subscription Service | means the service activities undertaken by the APSC in accordance with this MOU, a high level description of which is set out in the Schedule; |
| Use | means to use, reproduce, publish, adapt, modify or license. |

* 1. In this MOU, unless the contrary intention appears:
     1. words in the singular include the plural and words in the plural include the singular;
     2. words importing a gender include any other gender;
     3. words importing persons include a partnership and a body whether corporate or otherwise;
     4. all references to paragraphs are paragraphs in this MOU;
     5. a reference to an Item is a reference to that Item in the Schedule;
     6. all references to dollars are to Australian dollars;
     7. reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth and, if it has been or is amended, is a reference to that statute or other legislation as amended;
     8. an uncertainty or ambiguity in the meaning of a provision of this MOU will not be interpreted against a party just because that party prepared the provision; and
     9. where any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning.
  2. The Schedule (and documents incorporated by reference, if any) form part of this MOU. In the event of any conflict or inconsistency between any part of:
     1. the terms and conditions contained in the paragraphs of this MOU;
     2. the Schedule;
     3. documents incorporated by reference, if any,

then the material mentioned in any one of paragraphs 1.3.a to 1.3.c of this paragraph 1.3 has precedence over material mentioned in a subsequent paragraph, to the extent of any conflict or inconsistency.

* 1. This MOU is not intended to be, and is not, a legally binding and enforceable document, and does not create or impose any additional legally binding or enforceable obligations, duties or responsibilities on APSC or the Agency. However, APSC and the Agency will act and cooperate in good faith in accordance with the terms of this MOU.

1. Term of MOU
   1. This MOU commences on the Commencement Date and ends on the Expiry Date.
   2. APSC can terminate or vary the scope of this MOU pursuant to paragraph 8.
2. Conduct of MOU
   1. The APSC will undertake the Subscription Service for the benefit of the Agency as described in this MOU and the Schedule to this MOU.
   2. The Agency will observe any restrictions on the use or disclosure of information provided under the Subscription Service, as described in this MOU and the Schedule to this MOU, or as otherwise required by the APSC.
   3. The APSC MOU Contact will liaise with and provide information to the Agency MOU Contact as reasonably required in relation to the conduct of the Subscription Service and the operation of this MOU.
   4. Any variation to this MOU will be in writing and signed by both parties.
   5. In the event that any issues arise during the performance of this MOU, APSC will promptly notify the Agency in writing and provide the Agency with a description of the issue and proposals to address the issue. The Agency and APSC will discuss in good faith how to manage the issue, including consideration of amending the Schedule to the MOU.
3. Invoicing, payment and receipt of Subscription Fees
   1. The Agency agrees to contribute Subscription Fees for financial year 2022-23 as set out in Table 2 of Item C.1 in the Schedule to this MOU, depending on the Agency size at 31 December in the previous financial year.
   2. APSC will invoice the Agency for the amount of Funding payable in accordance with paragraph 4.1 and noted on the completed Tax Invoice Form (Item F).
   3. The Agency agrees to make payment of the Funding to APSC within 30 days of receipt of the invoice from APSC in accordance with any payment details specified on the invoice (not applicable if paying by Credit Card).
   4. The parties agree that Funding payments will be accounted for by APSC as a receipt of relevant money to be credited to a departmental Appropriation item of the APSC for the purposes of section 74 of the *Public Governance, Performance and Accountability Act 2013* (Cth) as an amount that offsets costs in relation to an activity of APSC for the purposes of section 27 of the *Public Governance, Performance and Accountability Rule 2014* (Cth).
   5. The parties agree the Funding payment made in accordance with clause 4.3 is not a taxable supply in accordance with section 9-17(3) of the GST Act as:
      1. both parties are a government related entity as defined by the GST Act; and
      2. the payment is fully covered by an appropriation under Australian law; and
      3. is calculated on a non-commercial basis.
4. Reporting, records and audit
   1. APSC will keep and maintain all records and accounts necessary to provide a complete and detailed record and explanation of:
      1. the expenditure of the Funding under the MOU;
      2. other expenditure on the Subscription Service (including any in-kind payments); and
      3. the conduct, implementation and progress of the Subscription Service,

in accordance with applicable Commonwealth accounting and record keeping policies and principles.

* 1. The parties acknowledge that APSC is audited by the Auditor-General and that the Auditor-General may at all reasonable times and on reasonable notice, enter APSC’s Premises and inspect the records kept by APSC, and conduct such enquiries as the Auditor-General sees fit, to audit APSC’s compliance with this MOU including in respect of the Subscription Service. APSC will give to the Auditor-General, all necessary facilities and assistance to enable it to conduct such audits.

1. Intellectual Property
   1. The parties acknowledge that as between the APSC and the Agency, Intellectual Property in all MOU Material vests in the Commonwealth and except as otherwise specifically agreed to the contrary in writing by APSC, the MOU Material will be controlled by APSC (to the extent the MOU Material does not include any existing or third party material).
   2. The right to Use the MOU Material does not in any way change or affect the control or ownership of Intellectual Property in any APSC Material or existing or third party Material included in the MOU Material. The parties will ensure that their Use of MOU Material does not infringe any third party Intellectual Property in the MOU Material.
2. Confidentiality and protection of Personal Information
   1. Each party agrees to comply with the requirements of the other party relating to the use and disclosure of the other party’s Confidential Information, however a party may disclose the Confidential Information of the other party to:
      1. an employee or adviser of one of the parties for the purposes of this MOU;
      2. a Minister; or
      3. to a member of a House or a Committee of the Parliament of the Commonwealth of Australia;
      4. within its own organisation, or with another agency, where this services the Commonwealth’s legitimate interests;
      5. is authorised or required to by law to be disclosed; or
      6. is in the public domain otherwise than due to a breach of this clause 7.
   2. The parties acknowledge, and will comply with, their obligations under the *Privacy Act 1988* (Cth)in relation to handling Personal Information under this MOU.
   3. APSC will ensure that any subcontract entered into for the purpose of this MOU will require that the subcontractor comply with the requirements of the *Privacy Act 1988* (Cth).
3. Termination of MOU or change in Scope of Subscription Service
   1. In response to Government priorities and in consultation with the Agency, APSC may at any time by written notice to the Agency, terminate this MOU or change the Scope of the Subscription Service.
   2. Before exercising its rights under paragraph 8.1:
      1. APSC will notify the Agency of its intention to terminate the MOU or change the Scope of the Subscription Service; and
      2. APSC will meet with the Agency at a time reasonably specified by APSC to discuss the best way to manage the termination or change in Scope.
   3. If this MOU is terminated or the Scope of the Subscription Service is changed, the Agency will pay APSC any Funding that was actually due at the time of termination or change in Scope.
4. Dispute resolution
   1. If there is a dispute between the parties under this MOU, the party claiming that a dispute or difference has arisen will give written notice to the other party, including details of the matters in dispute.
   2. The parties agree to meet within 21 days of the date of the notice referred to in paragraph 9.1 to seek to resolve the dispute.
   3. If the parties cannot resolve the dispute, the parties will refer the dispute to their respective Agency Head, Chief Executive Officer or equivalent official.
   4. Each party will bear its own costs of complying with paragraph 9.
   5. Notwithstanding the existence of a dispute, each party will continue to comply with this MOU.
5. Notices
   1. Any notice, request, or other communications to be given or served under this MOU will be in writing and may be made as follows:
      1. if given by the APSC, signed by the APSC MOU Contact and
         1. addressed and forwarded to the Agency MOU Contact (unless otherwise specified) at the address indicated in the Schedule or as otherwise notified in writing by the Agency; or
         2. posted on a secure GovTEAMS site, that nominated recipients have been provided access to, with advice of  the posting forwarded to the Agency MOU Contact (unless otherwise specified) at the address indicated in the Schedule or as otherwise notified in writing by the Agency;
      2. if given by the Agency, signed by the Agency MOU Contact and forwarded to the APSC MOU Contact (unless otherwise specified), at the address indicated in the Schedule or as otherwise notified in writing by APSC.
   2. Any notice, request, or other communication will be deemed to be received:
      1. if delivered by hand, on the date of the delivery;
      2. if sent by prepaid post within Australia, upon the expiration of 2 Business Days after the date on which it was sent;
      3. if posted on a secure GovTEAMS site that recipients have been provided access to, upon actual receipt of electronic advice of posting by the addressee; and
      4. if transmitted electronically, upon actual receipt by the addressee.

# MOU Signature Page

|  |  |  |
| --- | --- | --- |
| Signed for and on behalf of «Agency\_name» by its duly authorised officer:  Name of Agency's officer | )  )  ) | *Signature* |
| In the presence of:  Name of witness |  | *Signature of witness* |

|  |  |  |
| --- | --- | --- |
| Signed for and on behalf of the Australian Public Service Commission by its duly authorised officer:  Name of APSC officer | )  )  ) | *Signature* |
| In the presence of:  Name of witness |  | *Signature of witness* |

Schedule - MOU Details

* 1. Scope of the Subscription Service
     1. Provision of periodic notices
        1. The APSC will provide periodic notices to the Agency with generic information about allowance rates relating to various circumstances.
        2. Table 1 sets out a tentative schedule for the provision of notices for financial year 2022-23.

|  |  |
| --- | --- |
| Allowance | Proposed Release Date |
| **Notice 1 of the 6 for the 2022-23 Allowance Subscription Service**   * Motor Vehicle Allowance * Disturbance Allowance * Pet Relocation Expenses | 20 December 2022 |
| **Notice 2 of the 6 for the 2022-23 Allowance Subscription Service**  **Temporary Accommodation Allowance**   * Temporary Accommodation Allowance - Officer contributions * Board and Lodging Allowance - Officer contributions * Temporary Accommodation Allowance - Rental ceilings (non-SES) * Temporary Accommodation Allowance - Rental ceilings (SES) | 24 February 2023 |
| **Notice 3 of the 6 for the 2022-23 Allowance Subscription Service**   * Isolated Establishment Allowance * Cadet Book and Equipment Allowance * Tool Allowance | 31 March 2023 |
| **Notice 4 of the 6 for the 2022-23 Allowance Subscription Service**   * Education Costs Allowance | 28 April 2023 |
| **Notice 5 of the 6 for the 2022-23 Allowance Subscription Service**  **Travel Allowance – Annual Review**   * Overtime Meal Allowance * Travelling and Meal Allowance (non SES) * Travelling and Meal Allowance (SES) * Temporary Accommodation Allowance, Meal Foodstuffs, Incidentals | 26 May 2023 |
| **Notice 6 of the 6 for the 2022-23 Allowance Subscription Service**  **Remote Locality Allowance**   * District Allowance * Camping Allowance * Camping Outlay Allowance * Antarctic Allowance | 30 June 2023 |

* 1. MOU Contacts
     1. APSC MOU Contact
        1. The APSC MOU Contact is:

*Name*: Goretti Parker

*Title:* Policy Officer

*Physical Address:* Treasury Building, Parkes Place West, Parkes ACT 2600

*Postal Address:* Allowance Subscription Service

Australian Public Service Commission

Treasury Building, Parkes Place West

Parkes ACT 2600

*Phone number:* (02) 6202 3769

*Email:* [AllowanceService@apsc.gov.au](mailto:AllowanceService@apsc.gov.au)

* + 1. Agency MOU Contact
       1. The Agency MOU Contact is:

*Name*:

*Title:*

*Physical Address:*

*Postal Address:*

*Phone number:*

*Fax:*

*Email:*

* 1. Funding
     1. Funding for the Subscription Service
        1. Table 2 sets out the Subscription Fee payable by Agencies for financial year 2022-23.

|  |  |
| --- | --- |
| Agency Size  (employees) | Subscription fee (GST Free) |
| Over 15,000 | $9,000 |
| 5,000 to 14,999 | $7,000 |
| 3,500 to 4,999 | $5,000 |
| 2,000 to 3,499 | $3,000 |
| 500 to 1,999 | $2,200 |
| 100 to 499 | $1,400 |
| 50 to 99 | $700 |
| 0 to 49 | $350 |

* 1. Agency use of information
     1. Purpose of the Subscription Service
        1. The purpose of the Subscription Service is to assist the Agency to determine appropriate rates of allowances to be paid to its employees. Information provided to the Agency as part of the Subscription Service is indicative only and the Agency is expected to determine its own rates of allowances having regard to its own circumstances.
     2. Use of Subscription Service information by Agency
        1. The Agency should only use information provided under the Subscription Service for the purpose described at item D.1.1.
        2. Information provided under the Subscription Service should not be disclosed to other Agencies, organisations or individuals. As the Subscription Service is funded on a cost-recovery basis, disclosure of information by the Agency to other Agencies, or parties, may have the effect of undermining the funding of the Subscription Service.
        3. Information provided under the Subscription Service is confidential information and the Agency should take reasonable steps to maintain confidentiality in the information.
        4. If the Agency receives a request for access to information provided under the Subscription Service, including a request under the *Freedom of Information Act 1982* (Cth), the Agency will consult with the APSC in considering the request. This requirement does not apply to the Agency’s own allowance rates determined on the basis of the information provided by the APSC.
  2. Nominees for receipt of the service
     1. The method of providing the Subscription Information will be determined by the APSC and is either: via e-mail; or via posting on a secure GovTEAMS site to which up to five nominated recipients within the Agency will be given access. Advice of the posting of information, or the information itself, will be emailed to up to five nominated e-mail recipients within the Agency. Purpose of the form below is for the Agency to list a maximum of five contact persons who are to receive access to the periodic notices as per Table 1.
     2. Email completed form to the Allowance Subscription inbox: [AllowanceService@apsc.gov.au](mailto:AllowanceService@apsc.gov.au)

|  |  |  |  |
| --- | --- | --- | --- |
| **Name** | **Position** | **e-mail address** | **Phone Number** |
| 1. |  |  |  |
| 2. |  |  |  |
| 3. |  |  |  |
| 4. |  |  |  |
| 5. |  |  |  |

*Please note:* ***Use of group email addresses is not permitted on the GovTeams site****. Please nominate individual email addresses only.*

* 1. Allowance Subscription Service Tax Invoice
     1. Payments are to be made by completing the 2022-23 Allowance Subscription Service/Tax Invoice (the invoice) below and returning via email to the APSC contact.
     2. Email completed form to the Allowance Subscription inbox: [AllowanceService@apsc.gov.au](mailto:AllowanceService@apsc.gov.au)



2022 – 2023 Allowance Subscription Service/Tax Invoice \*

Organisation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Branch/Team \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Postal Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agency ABN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Main Contact Person (same contact as on page 10 of this MOU) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Authorised Person to complete and sign**

I understand the terms and conditions of the subscription agreement and conditions below

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Surname \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ First Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

⬜Mr ⬜Ms ⬜Mrs ⬜Miss ⬜Other

Title/Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\*Payment (Invoice or Credit Card – please tick one)**

⬜ Invoice Amount $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Total Price excludes GST)

Purchase order / contract number (if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\*Credit Card Payment**

⬜ For credit card payment please contact the APSC finance team on 02 6202 3539

Please return to:

Mail: Allowance Subscription Service  
Australian Public Service Commission  
Treasury Building, Parkes Place West  
Parkes ACT 2600

Email: [AllowanceService@apsc.gov.au](mailto:AllowanceService@apsc.gov.au)

**TERMS AND CONDITIONS**

**Fees and charges:**

Please refer to the accompanying subscription agreement**. \*This completed document will be a tax invoice for GST purposes when you make payment by credit card ONLY. Otherwise upon registration for the service a tax invoice will be sent to you for payment.** The total amount payable **does not include GST** when this is made by a Government Related Entity and funded by appropriation funding from Australian Government. A subscription confirmation will be emailed to you once payment has been made. The information provided will be used in processing your subscription. The Commission may also use the information for statistical research monitoring and evaluation. We will not disclose this information without your written consent, unless required by law.