

MEMORANDUM OF UNDERSTANDING

Between:

Department of Transport and Main Roads

ABN: 39 407 690 291 61 Mary Street, Brisbane, QLD 4000

and

Department of Justice and Attorney General

ABN: 13 846 673 994 GPO Box 149. Brisbane QLD 4001

for

the Development of the first DJAG Digital Authority in the Queensland Digital Wallet

THIS AGREEMENT is made this 15 day of OCTOBER month 2024 year

Signatures

EXECUTED BY THE PARTIES (Parties) on the dates appearing below:

| | |
|--|---|
| <p>Signed for and on behalf of Department of Transport and Main Roads ABN: 39 407 690 291</p> <p>Date <u>15/10/24</u></p> <p>Name <u>MICHELLE HAYWOOD</u></p> <p>Position <u>GM (CDIS)</u></p> <p>Witnessed by: <u>MICHAEL SKINNER</u></p> | <p>Michelle Haywood Digitally signed by Michelle Haywood Date: 2024.10.15 13:09:15 +10'00'</p> <p>Signature: (signatory)</p> <p>Michael Skinner Digitally signed by Michael Skinner Date: 2024.10.15 13:25:46 +10'00'</p> <p>Signature: (witness)</p> |
| <p>Signed for and on behalf of Department of Justice and Attorney General ABN: 13 846 673 994</p> <p>Date 14 October 2024</p> <p>Name Craig Turner</p> <p>Position Executive Director Office of Fair Trading</p> <p>Witnessed by: Coral Leah</p> | <p>Signature: (signatory)</p> <p>Signature: <u>Coral Leah</u> (witness)</p> |

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1.0 Terms and Abbreviations

Memorandum of Understanding (MoU) means this document and all attachments and schedules to it.

Digital Licence Program (DLP) means a division with DTMR that delivers the Digital Wallet services to Queensland.

Digital Authority has the meaning as defined in section 29AC of the Transport Planning and Coordination Act 1994 (TPCA)

DJAG means The Department of Justice and Attorney General ABN: 13 846 673 994

DTMR means The Department of Transport and Main Roads ABN: 39 407 690 291

ICT Systems means information and communications technology systems, including email accounts, electronic files, receipting systems, databases, approved applications and networks

Project means the development of the first Digital Authority for DJAG.

Queensland Digital Wallet (QDW) means a digital platform that can store, display and share a digital authority. Examples includes a Digital Licence, proof of age card and marine licence. The QDW will be the Approved Application (**App**) as provided for under section 29AF of the TPCA.

Support means the provision of information, explanations, and assistance either in person, by telephone or by electronic means.

2.0 Signatories

While the Parties acknowledge that this Memorandum of Understanding may not be capable of legal enforcement by DJAG nor the DTMR as departments both representing the State of Queensland, the Parties wish this MoU to reflect the partnership that has been established for the delivery of the agreed services between DTMR and DJAG. By signing this Memorandum of Understanding, both Parties commit to work together to deliver the agreed services in a timely, competent, ethical, and professional manner.

3.0 Purpose of the agreement

The purpose of this Operational Memorandum of Understanding is to record the parties' agreement about arrangements for the establishment of the first DJAG Digital Authority, operational management, service policies, practices and supporting systems for the delivery of Digital Authorities from DJAG to the whole of government Queensland Digital Wallet. This MoU also supports a strategic partnership to achieve best value delivery and ongoing innovative and contemporary ICT solutions between the Parties.

Following the successful development of the first DJAG Digital Authority a future MoU will be more comprehensive on all relevant matters for the ongoing provision and expansion of Digital Authorities.

4.0 Structure of the Memorandum of Understanding

4.1 Service Agreement Framework

This MoU is intended for the establishment of the first DJAG Digital Authority. Subsequent MoU to include a service agreement.

4.2 Appendices to this Memorandum of Understanding

The following schedules and appendices form part of this Memorandum of Understanding:

Appendix 1 – Services

Appendix 2 - Resourcing

Appendix 2 – Costs

4.3 Digital Wallet website provides general information located here:

[Queensland Digital Licence app | Transport and motoring | Queensland Government \(www.qld.gov.au\)](#)

5.0 Agreement Commencement, Term, Variation and Termination

5.1 Commencement and term

This Memorandum of Understanding commences on the date at which the MoU is executed by the last party and will remain in place until terminated by written agreement signed by both parties or a new MoU explicitly confirms this MoU achieves its objectives of establishing the first DJAG Digital Authority or is superseded.

5.2 Variation

Either party may initiate negotiations to amend or vary any term of this MoU by contacting the other party through the relevant Contact Officer. Any amendment or variation will not be considered binding unless agreed in writing and signed by the Parties.

The content of the appendices of this MoU may change in the normal course of business. This will be by mutual written agreement between the two parties.

5.3 Withdrawal of service

Either Party may negotiate to withdraw a service from the Agreement. A written rationale of the withdrawal request must be submitted to the Director-General of each Party at least 60 days prior to the requested date of withdrawal and any associated transition costs will be included in the negotiations. If either of the Parties does not agree to the withdrawal of the service, the Party requesting the withdrawal will be required to provide a justification to support the withdrawal request.

6.0 Managing the Memorandum of Understanding

The parties agree to each nominate and provide Contact Officers who are responsible for the daily running of activities and an escalation officer with the delegation to make decisions on behalf of the Party and resolve disputes.

Confidentiality

The Parties shall not, except as expressly authorised by the other Party or required by law, disclose to any person any of the confidential information, operations, dealings, or affairs of the other which may come to its knowledge through carrying out of this MoU. The Parties shall ensure that their officers, employees, and sub-contractors also observe the provisions of this clause.

7.0 Privacy and disclosure of personal information

Where one Party has access to Personal Information in order to fulfil its obligations under this MoU, it must:

- Ensure that Personal Information is protected against loss and against unauthorised access, use, modification or disclosure and against other misuse;
- Not use Personal Information other than for the purposes of this MoU, unless required or authorised by law;

- Not disclose Personal Information without the written agreement of the other Party or any other persons authorised in writing by the Party, unless required by law;
- Ensure that only authorised personnel have access to Personal Information;
- Immediately notify the other Party if it becomes aware that a disclosure of Personal Information is, or may be required or authorised by law; and
- Immediately notify the other party upon becoming aware of any breach of this clause.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained, from the information or opinion.

8.0 Insurance

Both Parties acknowledge that any liability issues that arise under this MoU will be directed against the State of Queensland and as such will be governed by the usual rules and regulations that apply to the State's self-insurance program. Each Party will be responsible for losses, claims and demands that may arise out of its area of responsibility under this MoU. For the avoidance of doubt, the management of DJAG credentials, including the issue, suspension cancellation and expiry of authorities issued by DJAG is the responsibility of DJAG, and DTMR is merely operating a carriage system for displaying the information of DJAG credentials in the form of a Digital Authority.

9.0 Roles and responsibilities

9.1 Content Management

All Parties will provide a consistent content management approach across a range of channels that provides information in format that is easy to comprehend with clear pathways for resolution. The change managers of each Party are to liaise on key messaging and content management for both their respective customers and stakeholders.

9.2 Consistency in User Experience and User Interface

DTMR will consult DJAG, however DTMR will have the final say on the content and development of Customer Experience (CX) consistency maintenance and improvement and User Interface (UI) with the Digital Authority.

9.3 Customer Complaint Management

Both Parties will work to respond to and resolve complaints received from customers of the service outlined in this MoU.

DJAG will respond to complaints from DJAG customers regarding the accuracy of the records displayed on a Digital Authority.

DTMR will respond to complaints regarding the Digital Wallet platform.

DTMR will respond to complaints regarding the Queensland Digital Identity.

9.4 Fees and Charges

Fees and charges will be documented in attached Appendix 3 Costs. All pricing specified is ex GST unless otherwise specified as inclusive of GST.

9.5 Project Management

Establishing a new DJAG Digital Authority

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DTMR will take the lead with project management for the establishment of the first Digital Authority for DJAG and operation of the Queensland Digital Wallet.

9.6 Customer Records

Where TMR and DJAG share data attributes, the TMR data should be used as the source of truth. Core data elements, such as name, date of birth, photo, and address displayed within Digital Authorities within the Digital Wallet should be consistent. To help ensure this, where TMR provides that data for a TMR issued Digital Authority within the app, that data should be used. DJAG should provide non-TMR data.

DJAG is responsible for ensuring the accuracy of DJAG data that will be displayed in the Digital Authority and sharing those details with DTMR for the provision of the Digital Authority.

TMR should be responsible for ensuring that data provided by TMR is accurate

Where the person holds a Digital Authority issued by DJAG, and core data elements are changed with TMR, TMR shall inform DJAG of those changes.

9.7 Resourcing

The Parties will provide personnel to work together constructively to establish the ways of working to deliver the Digital Authority. DTMR will contribute to DJAG resourcing costs as outlined in Appendix 2 Resourcing.

9.8 Governance

The Digital Licence Program Board (DLPB) is the governing body for the Queensland Digital Wallet.

11.0 Reporting / Reviews

11.1 Reporting

This MoU is intended for the establishment of the first DJAG Digital Authority. It is not envisaged that reporting will be required until after the new Digital Authority(s) is in production.

11.2 Review

Following the creation of the first DJAG Digital Authority a retrospective review will occur to better understand what was effective/not effective and to document lessons learned.

11.3 Dispute resolution

If the Contact Officers of the Parties are unable to resolve a dispute, the Parties will arrange for the escalation point or senior representatives of each Party to meet and resolve the dispute.

Appendix 1 Digital Credential Services

The intended outcome is for TMR's provided Queensland Digital Wallet to include Digital Credentials from DJAG, benefitting Queenslanders with enhanced access to their credentials in a digital format and increased assurance for parties relying on the veracity of the Digital Credentials displayed.

QDW is a platform for Queenslanders to store, display and share Digital Credentials. At the time of writing the Queensland Driver Licence, Proof of Age and Marine licence are available.

The Parties in this MoU will commence work to scope out how to work together, ways of working, preliminary works and create plans to implement the first DJAG Digital Credential and expand to additional Digital Credentials for DJAG customers.

Please note: If other services such as physical card services are contemplated as services between DTMR and the other Party – to be included in subsequent more detailed Memorandum of Understanding.

Appendix 2 Resourcing

Cost allocation

1. The Parties bear their own costs unless otherwise stipulated.
2. The Parties will commit the below resourcing the first six (6) months post MoU signing.

| | |
|---|--|
| DJAG will supply the following resourcing to support the project from DJAG funding. | <ul style="list-style-type: none"> • Project staff to work on the Project and co-ordinate with DTMR, provide inputs. |
| DTMR will fund the following resources for DJAG to support the Project. | <ul style="list-style-type: none"> • DTMR will fund two new temporary Full Time Equivalents (FTE's) up to AO7 level for a period of up to six months to work on the new DJAG Digital Authority. |
| DTMR will allocate to the Project the following resourcing within its own team to support the project (not insourced to DJAG) | <ul style="list-style-type: none"> • DLP Project manager • DLP Product manager • DLP UI/UX • Software developers |
| DTMR will fund its own resourcing. | <ul style="list-style-type: none"> • As above for DTMR. |

Contact Officers

| | DJAG | DTMR |
|----------------------------|--|--|
| Day to Day Contact Officer | Peter Reinhold – Director, Industry Licensing and Registrations peter.reinhold@justice.qld.gov.au 3738 8748 | Jason Latimer - Program Manager DLP Email jason.m.latimer@tmr.qld.gov.au Work (07) 3066 7390 |
| Escalation Point | Craig Turner – Executive Director, OFT craig.turner@justice.qld.gov.au 3738 8776 | Michelle Haywood – Executive Director DLP michelle.f.haywood@tmr.qld.gov.au Work (07) 3066 3105 |

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