

# ADVANCE TO ZERO COMMUNITY – TERMS AND CONDITIONS

## Background

- A. The Zero Communities in Queensland (**AtoZ Community**) is a collective of Member Organisations that together participate in the national Advance to Zero Campaign (**AtoZ Campaign**), a collaboration between local government, non-profit organisations and community groups that seek to end homelessness across Australia.
- B. As part of the AtoZ Campaign, certain Member Organisations collect Personal Information and other data (**Data**) from people experiencing homelessness and contribute such Data to a database that is accessible by Member Organisations (**AtoZ Database**). Data may also be accessible to Member Organisations through coordination groups and other campaign activities.
- C. The purpose of these terms and conditions is to provide a framework for the arrangements between the Member Organisations, including:
  - (a) the management and use of Data collected, used, stored and disclosed by Member Organisations; and
  - (b) ensuring the privacy, security, integrity and appropriate use of the Data across the State and locally through adherence to agreed protocols.

## 1 Terms and conditions

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- 1.1 By signing the Campaign Agreement, each Member Organisation agrees to be bound by these terms and conditions.
- 1.2 To the extent of any inconsistency between these terms and conditions and the Campaign Agreement, these terms and conditions will prevail.

## 2 Contribution of Data

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To the extent that a Member Organisation contributes Data to the Database, that Member Organisation:

- (a) warrants and represents that it has complied with all applicable laws (including the Privacy Laws) in respect of the collection, use and disclosure of all Data (including the contribution of the Data to the Database);
  - (b) will be permitted to nominate specific Personnel (by written notice to the Community Administrator) who:
    - (i) will be granted access to the Database;
    - (ii) may contribute Data to the Database; and
    - (iii) may review the Data contained in the Database that is attributable to their appointing Member Organisation,
- (Data User);



- (c) may appoint additional Data Users by written notice to CSnet or Community Administrator;
- (d) is wholly responsible for all acts of any Data Users appointed by that Member Organisation and must ensure such Data Users comply with the requirements of these terms and conditions; and
- (e) is permitted to participate in the 'Data Governance Working Group' facilitated by CSnet.

### 3 Use of Data

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The Data contributed to the Database by Member Organisations will be used for the following purposes (among others):

- (a) the establishment of a register of people experiencing homelessness, including information relating to the location and demographics of such persons (**By-Name List**);
- (b) the sharing of de-identified data collected at a population level to guide local planning and improvements in housing, healthcare, and community services;
- (c) identifying the needs of persons whose Data is collected by Member Organisations, including their need for and access to housing and support, healthcare and other life circumstances that contribute to being or becoming homeless; and
- (d) informing quality improvement of the systems that contribute to the inflow of people becoming homeless and the opportunities for exiting homelessness.

### 4 Objects and shared principles

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4.1 Each Member Organisation acknowledges that the AtoZ Campaign aims to achieve the following objectives:

- (a) understanding the needs and preferences of individuals, families, and youth experiencing homelessness in participating communities across Queensland, through the use of the Screening Tool;
- (b) supporting and enabling people experiencing homelessness to obtain stable housing, healthcare and community services as required to meet their needs through local collaboration between agencies;
- (c) using gathered data (including the Data) to track progress toward Functional Zero and improve the homeless systems;
- (d) use of the Screening Tool in collaborative planning for housing, healthcare and community services based on individual, family, or youth needs;
- (e) use of de-identified data at a population level to plan for improvement in housing, health care and community services at a local level; and
- (f) providing a united and coordinated voice at the national, state and local levels to secure housing and resources necessary to end homelessness in Australia.

4.2 Each Member Organisation acknowledges that the purpose of the By-Name List is to (among other things):



- (a) provide close to real-time data on people experiencing homelessness who have consented to be placed on the By-Name List, including the inflow and outflow of such persons from homelessness;
- (b) measure the AtoZ Campaign's progress towards ending homelessness;
- (c) plan and develop local systems for housing, healthcare and community services required at a local level to end homelessness;
- (d) match and link individuals, families, and youth with housing, healthcare and community services;
- (e) inform local, regional and national systems and planning as part of the AtoZ Campaign; and
- (f) permit participating communities and cities to:
  - (i) use locally collected data to advocate for systems change, planning and development as relevant for their community; and
  - (ii) in conjunction with the AAEH, use national de-identified data for the collaborative purposes of advocacy around national housing needs, housing supply and systems improvement.

## 5 Obligations of each Member Organisation

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Each Member Organisation will:

- (a) commit to working collaboratively with other Member Organisations within a framework that protects the privacy and confidentiality of the people who are added to the By-Name List and/or agree to be surveyed by Member Organisations;
- (b) with respect to Data that is collected and shared between Member Organisations, ensure the privacy and confidentiality of each person to whom the Data relates is protected;
- (c) commit to supporting efforts to find lasting solutions to end homelessness;
- (d) commit to improving service systems and processes to better improve quality of life and access to housing and healthcare services for specific population groups experiencing homelessness, especially the most vulnerable;
- (e) use the Screening Tool in furtherance of the AtoZ Campaign (where appropriate);
- (f) not change any aspects of the Screening Tool without the prior written consent of AAEH;
- (g) select, train and ensure the ongoing monitoring of their respective Personnel, including by ensuring that such Personnel:
  - (i) perform all obligations required under these terms and conditions; and
  - (ii) do not cause the Member Organisation to breach these terms and conditions.

## 6 Confidential Information

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- 6.1 Each Member Organisation will have access to the Confidential Information.
- 6.2 Each Member Organisation (**Recipient**) must keep secret and confidential and not disclose any Confidential Information relating to the Community Administrator or another Member Organisation



or their respective businesses, operations or affairs (which is or has been disclosed to the Recipient by the Community Administrator or another Member Organisation, or their respective Personnel, representatives or advisers), except:

- (a) where the information is in the public domain as at the date that the Recipient becomes bound by these terms and conditions (or subsequently becomes in the public domain other than by breach of any obligation of confidentiality binding on the Recipient);
- (b) if the Recipient is required to disclose the information under any applicable law provided that the Recipient has (to the extent practicable having regard to those obligations and the required timing of the disclosure) consulted with the provider of the information as to the form and content of the disclosure;
- (c) where the disclosure is expressly permitted under these terms and conditions;
- (d) if disclosure is made to its officers, employees and professional advisers to the extent necessary to enable the Recipient to properly perform its obligations under these terms and conditions or to conduct its business, operations or affairs generally, in which case the Recipient must ensure that such persons keep the information secret and confidential and do not disclose the information to any other person;
- (e) where the disclosure is required for use in legal proceedings regarding these terms and conditions; or
- (f) if the person or Member Organisation to whom the information relates has consented in writing before the disclosure.

6.3 The Recipient must provide the Community Administrator and the other Member Organisations with any assistance reasonably required in relation to any proceedings commenced against a third party for the unauthorised use, copying or disclosure of Confidential Information.

6.4 The Recipient must notify the relevant disclosing party as soon as practicable if it becomes subject to an obligation to disclose Confidential Information.

6.5 Each Recipient must ensure that its directors, officers, employees, agents and representatives comply in all respects with the Recipient's obligations under this clause 6.

6.6 This clause will survive the expiration or termination of the Campaign Agreement or other membership agreement incorporating these terms and conditions.

## 7 Privacy

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7.1 Each Member Organisation will:

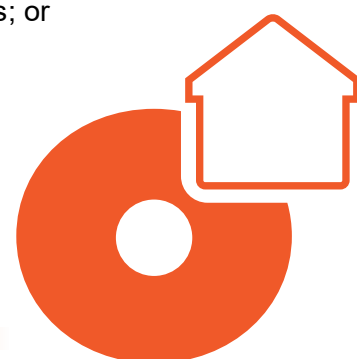
- (a) comply with its obligations under the Privacy Laws (to the extent that Privacy Laws are applicable to the relevant Member Organisation); and
- (b) do all things reasonably necessary to assist the other Member Organisations to comply with their respective obligations under the Privacy Laws.

7.2 Each Member Organisation must:

- (a) handle all Personal Information in accordance with any applicable privacy policy, to the extent that such policy is not inconsistent with the requirements of these terms and conditions;



- (b) only use Personal Information for the purpose of performing its obligations under these terms and conditions;
- (c) not engage in any act or practice that would cause the Member Organisation (or any other Member Organisation) to be in breach of the Privacy Act;
- (d) comply with any directions given by the Community Administrator relating to:
  - (i) Personal Information, to the extent that such directions are not inconsistent with the requirements of this clause 7;
  - (ii) the handling and response to any of the events in clause 7.2(l)(i) and clause 7.2(l)(ii);
  - (iii) a Data Incident, Investigation or Eligible Data Breach; and
  - (iv) a notification required under clause 7.2(l)(iv), and in which case the Member Organisation agrees to assist the Community Administrator to prevent, resist or limit any such disclosure to the maximum extent permitted by law;
- (e) not disclose Personal Information to any third party (including any subcontractor) except as required under clause 7.2(l)(iv);
- (f) ensure that any Personnel of the Member Organisation who are required to access or handle Personal Information are made aware of the obligations set out in this clause 7;
- (g) protect Personal Information from:
  - (i) misuse, interference and loss; and
  - (ii) unauthorised access, modification or disclosure;
- (h) ensure that Personal Information is only made available to the Member Organisation's Personnel on a need-to-know basis as necessary for the Member Organisation's performance of its obligations under these terms and conditions;
- (i) not do anything which impairs the accuracy, currency or completeness of the Personal Information;
- (j) immediately notify the Community Administrator in writing if it becomes aware of any actual or possible:
  - (i) breach of any of the obligations in this clause 7; or
  - (ii) misuse or loss of Personal Information,
 whether by the Member Organisation or any third party;
- (k) anonymise, return or destroy Personal Information (except as required by law) at any time as directed in writing by the Community Administrator, and otherwise on the termination or expiry of these terms and conditions;
- (l) notify the Community Administrator immediately in writing if the Member Organisation becomes aware of any:
  - (i) request regarding access to, or correction of, any Personal Information;
  - (ii) complaint about the handling of Personal Information;
  - (iii) complaint made to the Member Organisation about its handling of Personal Information generally or beyond the scope of these terms and conditions; or
  - (iv) disclosure of Personal Information required by law; and



- (m) not disclose or transfer Personal Information to a person who is not in Australia (including through data centres, cloud storage or otherwise).

## 8 Data Incidents

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- 8.1 Each Member Organisation commits to take each of the following actions if it becomes aware, or there are reasonable grounds to suspect, that a Data Incident has occurred:
- (a) immediately take any steps, and bear any costs, of containing and resolving the Data Incident and preventing any serious harm to affected persons (for the avoidance of doubt, this obligation is ongoing);
  - (b) immediately notify the Community Administrator in writing stating:
    - (i) the nature and details of the Data Incident;
    - (ii) the specific Personal Information affected;
    - (iii) the actions taken by the Member Organisation including those required at clause 8.1(a); and
    - (iv) the recommended next steps for each of the parties and the affected persons;
  - (c) identify whether the Data Incident is an Eligible Data Breach by conducting a thorough investigation of the Data Incident within 20 days of becoming aware of the Data Incident (**Investigation**);
  - (d) provide a full, unedited and unredacted copy of the report of the Investigation to the Community Administrator on completion (for the avoidance of doubt, the Member Organisation agrees not to withhold any information from the report and expressly waives its right to any claim of privilege (including legal professional privilege) to any part of report);
  - (e) engage in regular open and good faith discussions with the Community Administrator regarding:
    - (i) the conduct and outcomes of the Investigation;
    - (ii) its ongoing actions to contain and resolve the Data Incident and prevent any further serious harm to affected individuals in clause at clause 8.1(a); and
    - (iii) in the case of an Eligible Data Breach, whether the Community Administrator or the Member Organisation will make the relevant notifications under the Privacy Act and whether and to what extent any public or media statements will be made (in each case, the Community Administrator's decision to be final); and
  - (f) where the Member Organisation is making the relevant notifications at clause 8.1(e)(iii), the Member Organisation must submit the notifications to the Community Administrator for approval before they are made (such approval is to be given promptly and not to be unreasonably withheld).
- 8.2 Each Member Organisation will ensure that any of its Personnel who are required to handle Personal Information are made aware of the obligations of that Member Organisation in this clause 8, and is responsible for the acts and omissions of its respective Personnel.



## 9 Cessation of membership

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- 9.1 A person ceases to be a Member Organisation if:
- (a) it gives thirty (30) Business Days' notice in writing to the Community Administrator resigning as a Member Organisation;
  - (b) the Member Organisation suffers an Insolvency Event;
  - (c) the Member Organisation or its Personnel commits a material breach of these terms and conditions which is not capable of remedy; or
  - (d) the Member Organisation or its Personnel commits a breach of these terms and conditions and that breach has not been remedied to the reasonable satisfaction of the Community Administrator within fourteen (14) Business Days of receipt of written notification from the Community Administrator requesting rectification of that breach.
- 9.2 When a party ceases to be a Member Organisation, it must within seven (7) Business Days of the cessation of its membership:
- (a) return all AtoZ Campaign related materials to the Community Administrator;
  - (b) subject to its internal document retention policy, remove all AtoZ Campaign related materials from its systems; and
  - (c) return or destroy all Confidential Information (at the direction of the relevant provider of such Confidential Information).
- 9.3 A party that ceases to be a Member Organisation continues to be bound by clauses 6 to 9 (inclusive), 10.4 to 10.5 (inclusive) and 11 of these terms and conditions, together with any other clause which by its nature is intended to survive termination or expiry of the Campaign Agreement or other membership agreement incorporating these terms and conditions, irrespective of the cessation of the membership.

## 10 General

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### Variations

- 10.1 An amendment or variation of any term of these terms and conditions must be in writing and approved by the Community Administrator.

### Severability

- 10.2 If the whole or any part of a provision of these terms and conditions is or becomes invalid or unenforceable under the law of any jurisdiction, it is severed in that jurisdiction to the extent that it is invalid or unenforceable and whether it is in severable terms or not.
- 10.3 Clause 10.2 does not apply if the severance of a provision of these terms and conditions in accordance with that clause would materially affect or alter the nature or effect of the parties' obligations under these terms and conditions.

### Governing law





- 10.4 These terms and conditions are governed by the law in force in Queensland.
- 10.5 Each Member Organisation irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Queensland and courts of appeal from them in respect of any proceedings arising out of or in connection with these terms and conditions.

## 11 Definitions

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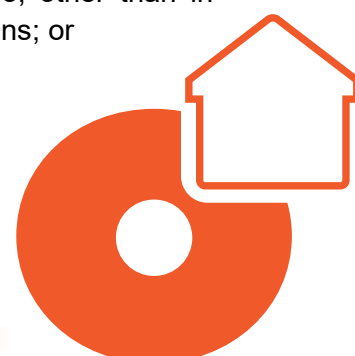
The meaning of the terms used in these terms and conditions are set out below:

<i>Term</i>	<i>Meaning</i>
<b>AAEH</b>	the Australian Alliance to End Homelessness
<b>AtoZ Campaign</b>	has the meaning given in Background recital A
<b>AtoZ Community</b>	has the meaning given in Background recital A
<b>Business Day</b>	a day on which banks are open for business in Maroochydore, Queensland other than a Saturday, Sunday or public holiday in Maroochydore, Queensland
<b>By-Name List</b>	has the meaning given in clause 3(a)
<b>Campaign Agreement</b>	the agreement to which these terms and conditions are annexed
<b>Community Administrator</b>	IFYS Ltd <a href="mailto:sczero@ifys.com.au">sczero@ifys.com.au</a> and <a href="mailto:wbzero@ifys.com.au">wbzero@ifys.com.au</a>
<b>Confidential Information</b>	any information in whatever form (including in writing, oral, visual or electronic form or on any magnetic or optical disk or memory wherever located) relating to the business, clients, customers, stakeholders, Personnel, products, affairs or finances of a Member Organisation or the Community Administrator, and any trade secrets, including technical data and know-how relating to the business or affairs of a Member Organisation or the Community Administrator, or any of their suppliers, clients, customers, stakeholders, Personnel, agents, distributors, shareholders or management whether or not such information is marked confidential
<b>CSnet</b>	Community Services.net Pty Ltd ACN 140 328 721
<b>Data</b>	has the meaning given in Background recital B
<b>Data Incident</b>	an Eligible Data Breach that has, or is reasonably suspected to have, occurred in respect of any Personal Information that a Member Organisation has collected, held, used or disclosed in the course of or relating to these terms and conditions
<b>Data Users</b>	has the meaning given in clause 2(b)





<i>Term</i>	<i>Meaning</i>
<b>Database</b>	has the meaning given in Background recital B
<b>Eligible Breach</b>	<b>Data</b> has the meaning given in the Privacy Act
<b>Insolvency Event</b>	<p>the occurrence of any one or more of the following events in relation to a Member Organisation:</p> <ul style="list-style-type: none"> <li>(a) it is insolvent as defined by section 95A of the Corporations Act as disclosed in its accounts or otherwise, states that it is insolvent, is presumed to be insolvent under an applicable law (including under section 459C(2) or section 585 of the Corporations Act) or otherwise is, or states that it is, unable to pay all its debts as and when they become due and payable;</li> <li>(b) any step is taken to appoint a receiver, a receiver and manager, a liquidator or a provisional liquidator or other like person to it or any of its assets, operations or business;</li> <li>(c) an administrator is appointed to it under section 436A, section 436B or section 436C of the Corporations Act;</li> <li>(d) a controller (as defined in section 9 of the Corporations Act) is appointed to it or any of its assets;</li> <li>(e) an application is made to a court for an order, or an order is made, that it be wound up, declared bankrupt or that a provisional liquidator, receiver or receiver and manager be appointed, and that application is not withdrawn, struck out or dismissed within 15 Business Days of it being made;</li> <li>(f) any step is taken to enter into an arrangement or composition with one or more of its creditors, or an assignment for the benefit of one or more of its creditors, in each case other than to carry out a reconstruction or amalgamation while solvent;</li> <li>(g) it proposes a winding-up, dissolution or reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors;</li> <li>(h) it is taken to have failed to comply with a statutory demand under section 459F(1) of the Corporations Act;</li> <li>(i) a notice is issued under section 601AA or section 601AB of the Corporations Act and not withdrawn or dismissed within 15 Business Days;</li> <li>(j) a writ of execution is levied against it or its property, which is not dismissed within 15 Business Days;</li> <li>(k) it ceases to carry on business or threatens to do so, other than in accordance with the terms of these terms and conditions; or</li> </ul>



<i>Term</i>	<i>Meaning</i>
	(l) anything occurs under the law of any jurisdiction that has a substantially similar effect to any of the events set out in paragraphs (a) to (k) of this definition
<b>Investigation</b>	has the meaning given in clause 8.1(c)
<b>Member Organisation</b>	any organisation that forms part of the AtoZ Community, including all organisations that have executed a Campaign Agreement as either a 'Regional Member' or a 'Collaborator'
<b>Personal Information</b>	the meaning given in the Privacy Act
<b>Personnel</b>	any employees, officers, agents or volunteers
<b>Privacy Act</b>	the <i>Privacy Act 1988</i> (Cth)
<b>Privacy Laws</b>	the Privacy Act and any regulations and codes, including any orders, directions, directives or other instruments made or issued under any of them
<b>Recipient</b>	has the meaning given in clause 6.2
<b>Screening Tool</b>	the Australian Homelessness Vulnerability Triage Tool

