

Memorandum of Understanding

BETWEEN

Agency 1

Agency 2

Agency 3

Agency 4

(Purpose for sharing information under Part 13A of the *Crimes (Domestic and Personal Violence) Act 2007* and the Information Sharing Protocol)

1. Project name: Safer Pathway

The introduction of It Stops Here: Safer Pathway (Safer Pathway) reflects a shared commitment to improving the response to domestic and family violence through collaborative, integrated service provision and improved information sharing.

To support Safer Pathway, legislative amendments were made that create exceptions to NSW privacy laws and allow service providers to share information about victims, perpetrators and other persons in defined circumstances. At the heart of improved information sharing is the assumption that no single agency or individual can see the complete picture of the life of a victim, but all may have information or insights that are crucial to their safety.

The legislative amendments are contained in Part 13A of the *Crimes (Domestic and Personal Violence) Act 2007* (Part 13A) and enable service providers to be more effective in responding to victims of domestic violence, while ensuring the safety of victims and upholding individuals' rights to privacy.

The Domestic Violence Information Sharing Protocol

The commitment to improving the response to domestic and family violence requires service providers to have a shared understanding of the standards and processes relating to information sharing under Part 13A. The Domestic Violence Information Sharing Protocol (Protocol) explains information sharing under Part 13A. It sets out the procedures for service providers to share information, including consent and referral practices, and outlines their information management obligations. It also outlines procedures for access and amendment of information, the management of complaints, and the compliance framework.

The Protocol is made by an order of the Minister for Justice under section 98O of Part 13A. Service providers must adopt the provisions and standards set out in the Protocol to share information under Part 13A and the Protocol. Importantly, in the interests of victim safety, information sharing needs to be supported by processes and applications that promote strong information management principles and secure storage and transfer of personal and health information.

2. Purpose of this MOU

This MOU provides a formal structure for a shared understanding of the importance of clear information sharing procedures and enables parties to exchange information under the Protocol to the full extent permitted by Part 13A. The formal MOU process enables more effective collaboration and information sharing between parties to facilitate victims' access to support services and to reduce or prevent domestic violence related death, disability or injury, while protecting the rights of victims and other persons.

3. Objectives of the MOU

The objectives of the MOU are to:

- Facilitate information sharing between the parties in compliance with Part 13A and the Protocol
- Establish cooperative working relationships between the parties in order to facilitate information sharing
- Provide opportunities for parties to develop information sharing best practice standards
- Improve victims' confidence in the information sharing process.

4. Status of this document

The MOU is an expression of the purpose and intention of the parties, which is binding in honour only. This MOU does not give effect to any legal relationship or obligations other than those already in existence under any written law. It is not intended to give rise to any consequences or be the subject of litigation, nor is it intended to subjugate the rights, duties or responsibilities of the parties arising from the provision of information about their clients.

5. Shared principles

Parties to the MOU agree to adopt and maintain information sharing standards in accordance with Part 13A and the Protocol and to:

- (i) commit to protect the privacy and confidentiality of the information obtained in the provision of their respective services
- (ii) commit to the safety of victims of domestic violence and privacy principles to safeguard individuals' personal and health information
- (iii) take reasonable steps to assist one another to achieve the objectives of this MOU

6. Legislation

Parties agree to abide by privacy and information sharing standards in accordance with legislative instruments including the:

- *Privacy and Personal Information Protection Act 1998*
- *Health Records and Information Privacy Act 2002*
- *Crimes (Domestic and Personal Violence) Act 2007*

7. Roles and responsibilities of parties

Agencies are partners in this MOU because of their key role in the delivery of services to victims and perpetrators of domestic violence. In agreeing to be a partner in the MOU, agencies are responsible for promoting, monitoring and implementing the standards of the Protocol.

Parties agree to share and exchange information according to the Protocol and any additional principles and procedures specified in this MOU, and applicable laws and to:

- (i) act within the limits of relevant legislation
- (ii) adhere to information sharing and management principles contained in the Protocol
- (iii) adhere to the compliance monitoring framework
- (iv) verify that their information management policies and processes are consistent with the Protocol
- (v) monitor their compliance with the Protocol according to the compliance framework

8. MOU review

The MOU comprises of this document and any other document specifically referred to and includes the Domestic Violence Information Sharing Protocol.

The MOU may be amended at any time with the agreement of all parties and will be included on a register of MOUs to be kept by each of the parties.

9. Conflict of interest

Parties will work together to resolve issues as they arise and refer to the Information Sharing Protocol as the final authority on sharing information under Part 13A. Where parties are unable to resolve disagreements arising over any matter related to the issues covered by the MOU, or arising from implementation of the Protocol compliance framework, then the matter will be referred to the Department of Justice whose determination of the issue will be accepted by the parties.

10. Termination

This MOU may be terminated by any party without cause by giving the other parties at least 30 days written notice at any time, and the MOU shall terminate on the expiry date of that termination notice.

11. Endorsement

The parties, through their CEOs, sign off to the Memorandum of Understanding.

Name/Title..... Name/Title

Agency Agency

Signature..... Signature

Date Date.....

12. Effective date

This MOU shall be effective from the.....until