



MAPPA INFORMATION AUTHORISATION AGREEMENT

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Mappa Information Authorisation Agreement

THIS IS AN AGREEMENT MADE BETWEEN:

Aboriginal Health Council of Western Australia (ABN 48 114 220 478) of 450 Beaufort Street, Highgate WA 6003 (**AHCWA**)

AND

The Contributor organisation described in item 1 of the Schedule (**the Contributor**)

BACKGROUND

- A. AHCWA is the peak body for Aboriginal Community Controlled Health Services (**ACCHS**) in Western Australia and exists to support and act on behalf of its 23 member ACCHS throughout WA.
- B. As part of the Mappa Project, AHCWA has developed a web-based mapping platform that collects and displays publicly available health service information or similar to assist Aboriginal and Torres Strait Islander people, health industry and health professionals, and people who live, work and travel remotely, to access health services (the **Mappa Website**).
- C. The Contributor is a Health Service Provider or Third Party Contributor.
- D. AHCWA would like to publish, and the Contributor has agreed that AHCWA may publish, the Contributor Information on the Mappa Website in accordance with the terms and conditions of this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. Definitions

- 1.1 For definitions, please refer to the *Mappa Website Information Contributor Terms and Conditions* (**Contributor Terms**) or otherwise words have the meaning given in this Agreement.

Agreement means the terms and conditions of this Agreement and any schedule or annexures to this Agreement, and incorporates by association the Contributor Terms, the Mappa Privacy Policy, the Information Maintenance Schedule (as those terms are defined in the Contributor Terms).

Commencement Date means the date the last party signs the Agreement.

Mappa Project means the AHCWA project for the development of the Mappa Website and incorporates all aspects of the project including without limitation

funding, stakeholder collaboration, project management, design, research, planning, analysis, project work and IT solutions.

Mappa Website Terms and Conditions – Front End User means the Mappa Website terms and conditions applicable to general users accessing and using the Mappa Website.

2. Purpose of this Agreement

- 2.1 The parties are committed to improving the health and wellbeing of Aboriginal and Torres Strait Islander peoples and communities across WA. The Mappa Website is a culturally informative web-based health service mapping tool that aims to show comprehensive and up-to-date (where possible) publicly available health service information in Australia that is displayed and accessed in a user-friendly manner.
- 2.2 The Mappa Website primarily incorporates Content from Health Service Providers and Third Party Contributors identified as providing necessary services or complementary information concerning the Australian health sector.
- 2.3 The purpose of this Agreement is to set out the terms of the Agreement between AHCWA and the Contributor in relation to sharing of the Contributor Information for use on or in relation to the Mappa Website.

3. Contributor obligations

- 3.1 The Contributor provides the services specified in item 2 of the Schedule.
- 3.2 The Contributor agrees to the Contributor Information being published on the Mappa Website by AHCWA in accordance with the Contributor Terms.
- 3.3 The Contributor warrants and agrees:
 - 3.3.1 the information provided in this Agreement is true and correct;
 - 3.3.2 to comply and perform its obligations in accordance with this Agreement, the Contributor Terms, Mappa Privacy Policy and Information Maintenance Schedule;
 - 3.3.3 and will ensure the Contributor personnel agree, to comply with the Contributor, confidentiality and privacy obligations in the Contributor Terms;
 - 3.3.4 not to undertake any unacceptable activity identified in the Contributor Terms;
 - 3.3.5 licence use of the Contributor Information and any related Content to AHCWA in accordance with the Contributor Terms and general users in accordance with the Mappa Website Terms & Conditions – Front End User;

- 3.3.6 to allocate User Permissions to appropriate Contributor personnel as required, and allocates the person named in item 3 of the Schedule to act as the Administrator, as updated by the Contributor and notified to AHCWA in writing from time to time;
 - 3.3.7 that the Contributor personnel act with the authority and on behalf of the Contributor in relation to contribution of the Contributor Information and access and use of The Mappa Portal and the Mappa Website;
 - 3.3.8 that the Contributor will at all times remain liable for the behaviour of the Contributor personnel and will ensure the Contributor personnel comply with this Agreement, the Contributor Terms, the Mappa Privacy Policy and the Information Maintenance Schedule;
 - 3.3.9 that the Contributor personnel will work with AHCWA to develop the Information Maintenance Schedule in relation to the Contributor Information as soon as practicable after execution of this Agreement;
 - 3.3.10 and will ensure the Contributor personnel agree, to comply with all reasonable directions of AHCWA and the Mappa project team in submitting, managing and maintaining the Contributor Information and accessing and using The Mappa Portal and the Mappa Website;
 - 3.3.11 and will ensure the Contributor personnel agree, to establish the necessary account registration with AHCWA and on The Mappa Portal, and ensure the Contributor Information is up-to-date.
- 3.4 The Contributor warrants and agrees, and will ensure the Contributor personnel warrant and agree, that the Contributor Information or related Content provided by the Contributor or the Contributor personnel to AHCWA, the Mappa Project team or uploaded to the Mappa Website:
- 3.4.1 will be submitted in accordance with the Contributor Terms;
 - 3.4.2 will be accessible to the Contributor and Contributor personnel through The Mappa Portal and in accordance with any User Permissions;
 - 3.4.3 will be held, managed and shared in accordance with settings chosen by the Contributor personnel holding the appropriate User Permissions;
 - 3.4.4 that is deemed to be public facing (for the public to view) will be displayed on the Mappa Website, being online and in the public domain;
 - 3.4.5 will be live once the Contributor personnel clicks the 'Submit' or similar button on The Mappa Portal unless alternate approval settings have been chosen within The Mappa Portal by the Contributor or Administrator or otherwise notified to AHCWA or the Mappa Project team by the Contributor or Administration;
 - 3.4.6 must be publicly available health service information or similar;

- 3.4.7 must not be Confidential Information, sensitive information or health information (as defined in the Contributor Terms);
 - 3.4.8 must comply with the other obligations set out in this Agreement, the Contributor Terms, Mappa Privacy Policy and the Information Maintenance Schedule.
- 3.5 The Contributor must notify AHCWA's Contract Manager immediately if the Contributor cannot or is unable to provide or update the Contributor Information or otherwise perform its obligations under this Agreement, including to enable Aboriginal people to experience health care closer to home.

4. AHCWA responsibilities

- 4.1 AHCWA is responsible for:
- 4.1.1 managing and hosting the Mappa Website and The Mappa Portal;
 - 4.1.2 engaging with Health Service Providers and Third Party Contributors for the provision of Content for the Mappa Website;
 - 4.1.3 notifying the Contributor or Contributor personnel of Contributor Information verification obligations;
 - 4.1.4 complying with all State and Commonwealth laws, rules, regulations and by-laws in fulfilling its responsibilities; and
 - 4.1.5 such other responsibilities as specified in the Contributor Terms.
- 4.2 Neither AHCWA nor the Mappa team own, control or are responsible for the accuracy of the Contributor Information, Third Party Information or other Content displayed on the Mappa Website.
- 4.3 AHCWA is not under any obligation to continue to manage, host or maintain the Mappa Website, and may cease all activity related to the Mappa Project and Mappa Website at any time without notification to the Contributor.

5. General

- 5.1 **Entire Agreement:** This Agreement embodies the whole agreement of the parties relating to the subject matter of this Agreement and supersedes all previous agreements in respect of the subject matter.
- 5.2 **Amendment:** The terms of this Agreement may only be amended by written agreement of the parties. However, AHCWA reserves the right to make changes to The Mappa Portal, the Mappa Website, the Content, the Contributor Terms and the Mappa Privacy Policy at any time without notice. The Contributor and Contributor personnel's continued access and use of The Mappa Portal, the Mappa Website and the Content following posting of changes signifies their acceptance of these changes and any new Contributor

Terms or Mappa Privacy Policy.

- 5.3 **Assignment:** The Contributor may not assign or delegate or otherwise deal with all or any of your rights or obligations under this Agreement. AHCWA has the right to assign or otherwise delegate all or any of its rights or obligations under this Agreement to any third party.
- 5.4 **No waiver:** No waiver by AHCWA of any default of the Contributor's under this Agreement will operate or be construed as a waiver by AHCWA of any future defaults, whether of a like or different character. No granting of time or other forbearance or indulgence by AHCWA to the Contributor will in any way release, discharge or otherwise affect the Contributor's liability under this Agreement.
- 5.5 **Notices:** Unless otherwise stated within this Agreement, notices to be given to AHCWA or the Contributor will be in writing and delivered by electronic mail, or such other method agreed to by the parties, to the AHCWA Contract Manager or the Contributor Contract Manager, whichever is relevant, identified in items 4 and 5 respectively of the Schedule, or such other person the parties notify to each other from time to time,
- 5.6 **Severability:** If any provision of this Agreement is held to be unlawful, invalid or unenforceable, that provision will be deemed severed and where capable the validity and enforceability of the remaining provisions of this Agreement will not be affected.
- 5.7 **Governing law:** This Agreement is governed by the laws of Western Australia and the parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Western Australia.

Executed as an Agreement

EXECUTED by the **Aboriginal Health Council of Western Australia** in accordance with section 127 of the *Corporations Act 2001* (Cth) by its authorised officers:

Signature of Authorised Officer

Name of Authorised Officer

Position

Date

Signature of Authorised Officer

Name of Authorised Officer

Position

Date

EXECUTED by **the Contributor** by its authorised officers:

Signature of Authorised Officer

Name of Authorised Officer

Position

Date

Signature of Authorised Officer/Witness

Name of Authorised Officer/Witness

Position

Date

SCHEDULE

No.	Item	Description
1.	Contributor	Name: ABN: Address: Phone: Email:
2.	Contributor's services	<i>[insert details of the services the Contributor provides]</i>
3.	Contributor's Administrator	Name: <i>[insert]</i> Position: Phone: Email:
4.	Contributor Contract Manager	If different to the Contributor's Administrator: Name: <i>[insert]</i> Position: Phone: Email:
5.	AHCWA Contract Manager	Name: <i>[insert]</i> Position: Phone: Email: