



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**)

Together the “**parties**”

RECITALS

- 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 the 23 members of ACCHS throughout WA.
- B. As part of the Mappa Project, AHCWA has developed the Mappa Website, which includes 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.
- 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

Capitalised terms used in this Agreement that are defined in the Mappa Website Information Contributor Terms and Conditions which are available on the Mappa website and updated from time to time (**Contributor Terms**) have the meaning given in the Contributor Terms, unless otherwise stated in this Agreement, and in addition:

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 (as those terms are defined in the Contributor Terms).

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

Fee means the amount (if any) notified to the Contributor in a Fee Notice.

Fee Notice has the meaning given in clause 8.

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.

Schedule means a Schedule to this Agreement.

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 Contributor provides the services specified in Item 2 of Schedule 1.
- 2.4 The purpose of this Agreement is to set out the terms on which the Contributor will share the Contributor Information for use on or in relation to the Mappa Website.

3. Consideration

- 3.1 Each party acknowledges entering into this document and incurring obligations and giving rights under this document for valuable consideration received from each other party.

4. Publication of Contributor Information

- 4.1 The Contributor acknowledges and agrees that any Contributor Information and Content it provides to AHCWA through the Mappa Portal (or otherwise) may be published on the Mappa Website by AHCWA in accordance with the Contributor Terms.
- 4.2 The person named in Item 3 of Schedule 1 is appointed by the Contributor to act as the Administrator unless the Contributor notifies AHCWA in writing that an alternative Administrator is appointed.

- 4.3 The Contributor's Contract Manager named in Item 4 of Schedule 2 and the AHCWA Contract Manager are responsible for management of the contractual agreements between the parties.

5. Contributor bound by the Contributor terms

- 5.1 The Contributor agrees that it is bound by the Contributor Terms (including as updated from time to time) as if the Contributor Terms were set out in this Agreement.
- 5.2 Without prejudice to clause 5.1, the Contributor is responsible and liable for any acts and omissions of the Contributor Personnel as if they were the acts and omissions of the Contributor.
- 5.3 The Contributor must notify AHCWA's Contract Manager immediately if the Contributor cannot or is unable to provide or update the Contributor Information or any Content is has provided, or otherwise cannot perform its obligations under this Agreement, including (without limitation) to enable Aboriginal people to experience health care closer to home.
- 5.4 Without prejudice to the Contributor Terms, the Contributor warrants and represents that:
- 5.4.1 the information provided in this Information Maintenance Schedule is true and correct, and complies with the Contributor Terms;
 - 5.4.2 the Contributor Information when supplied in accordance with this Information Maintenance Schedule is up-to-date and true and correct; and
 - 5.4.3 they have the full right, power and authority to enter into this Information Maintenance Schedule.

6. Contributor Information Requirements

- 6.1 The Contributor agrees that:
- 6.1.1 it will provide any details provided in Schedule 2; and
 - 6.1.2 any details provided in Schedule 2 must remain consistent with the format and information requirements specified in Schedule 2 (**Information Requirements**) at all times to ensure compatibility with the Mappa Website; and
 - 6.1.3 all future submissions of Contributor Information to the Mappa Portal and the Mappa Website will remain consistent with the Information Requirements.
- 6.2 The Contributor's Administrator is responsible for compliance with the Information requirements, including providing updates in accordance with this Agreement.

7. AHCWA responsibilities

- 7.1 AHCWA's responsibilities are set out in the Contributor Terms.
- 7.2 AHCWA will comply with applicable State and Commonwealth laws, rules, regulations and by-laws in fulfilling its responsibilities set out in clause 7.1.

8. Charges, invoicing and payment

- 8.1 **Fees.** At the date of this Agreement, the Contributor is not required to pay any fee in connection with this Agreement. If AHCWA notifies the Contributor that it wishes to charge the Contributor a Fee in connection with this Agreement (including to continue hosting existing Contributor Information or Content on the Mappa Website) ("**Fee Notice**"), then within 30 days of the Fee Notice, the Contributor must either notify AHCWA that it:

- 8.1.1 accepts the Fee set out in the Fee Notice, in which case the Contributor will pay the Fee in accordance with this clause 8; or

- 8.1.2 rejects the Fee set out in the Fee Notice, in which case the Contributor Information or Content provided by the Contributor will be removed from the Mappa Website within any period set out in the Fee Notice (or, if no period is specified, within a reasonable period determined by AHCWA), and this Agreement and the Contributor Terms will terminate on that date,

provided that if the Contributor does not accept or reject the Fee, it will be deemed to have accepted the Fee in accordance with clause 8.1.1.

- 8.2 **Payment Terms.** Unless agreed otherwise between the parties (including in a Fee Notice accepted by the Contributor under clause 8.1, the Fee is payable monthly in advance within [14 days] of the Contributor receiving a tax invoice from AHCWA.
- 8.3 **GST.** Unless expressly stated otherwise in this Agreement, all amounts payable or consideration to be provided under this Agreement are exclusive of GST. If GST is payable on any supply made under this Agreement, for which the consideration is not expressly stated to include GST, then subject to receiving a valid tax invoice the Customer agrees to pay to the Supplier an additional amount equal to the GST payable at the same time that the consideration for the supply, or the first part of the consideration for the supply (as the case may be), is to be provided.

9. Termination

- 9.1 Except where clauses in this Agreement are intended by their operation to survive termination of this Agreement, this Agreement will terminate if the Contributor Terms terminate.

10. General

- 10.1 **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.

- 10.2 **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.
- 10.3 **Assignment:** The Contributor may not assign or delegate or otherwise deal with all or any of your rights or obligations under this Agreement, unless they have received the prior consent of AHCWA. AHCWA has the right to assign or otherwise delegate all or any of its rights or obligations under this Agreement to any third party.
- 10.4 **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.
- 10.5 **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.
- 10.6 **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.
- 10.7 **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 1

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:

SCHEDULE 2

Please delete existing fields pre-populated as examples and replace with actual content relevant to your organisation.

WHAT	HOW	BY	TYPE	DETAILS	WHEN	NOTES
Contributor Information Specify each health area submitted (per submission method) e.g. Mental Health Sites	Submission Method Email to mappadata@ahcwa.org, or AHCWA's FTP or online via The Mappa Portal	To be submitted by Contributor personnel (e.g. employee) full name, ph, email	File Format to submit e.g. Excel (csv) file	Fields and Field Types Small number of fields - specify the individual fields below. Large number of fields - attach the document to this Schedule. Write in the field below 'All fields match as per attached submission labelled'.	Update Frequency Frequency - Annually / Every 6 months / quarterly bi-monthly / monthly / fortnightly / weekly / daily Specify Due Dates	Notes
Hospitals					Quarterly by 30SEP, 31DEC, 31MAR, 30JUN	
Mental Health						
Visiting Medical Specialist Schedules						
Visiting Allied Health Professional Schedules						

SCHEDULE 3

[Insert any other requirements]