

# **MULTILATERAL DATA SHARING AGREEMENT**

**BETWEEN THE COMMONWEALTH, STATES AND TERRITORIES**

**FOR THE**

**AUSTRALIAN NATIONAL DATA INTEGRATION  
INFRASTRUCTURE (ANDII), NATIONAL DISABILITY  
DATA ASSET (NDDA) and future domain assets**

The Commonwealth of Australia and state and territories acknowledge the Traditional Custodians of Country throughout Australia and recognise their continuing connection to land, waters and community. The Commonwealth of Australia and state and territories pay their respects to their Elders, past, present and emerging, their histories and cultures.

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## PARTIES

### PARTIES

- A) The intended Parties to the Multilateral Data Sharing Agreement (**Agreement**) are set out below:
- (a) The Commonwealth of Australia; and
  - (b) The State of New South Wales; and
  - (c) The State of Victoria; and
  - (d) The State of Queensland; and
  - (e) The State of Western Australia; and
  - (f) The State of South Australia; and
  - (g) The State of Tasmania; and
  - (h) The Australian Capital Territory; and
  - (i) The Northern Territory of Australia.
- B) The **Commonwealth** is a Party to the Agreement from the date the **Endorsement** is signed by the first **state** or **territory** listed above to sign the Agreement in accordance with the process set out in clause 1 below.
- C) Each **state** or **territory** is a Party to the Agreement from the date it signs the **Endorsement**.
- D) The **Endorsement** will be signed on behalf of each Party by an authorised officer that is a member of the **Data and Digital Ministers Meeting – Senior Officials Group (DDMM SOG)**.

## CONTEXT AND INTERPRETATION

### CONTEXT

- A) The Parties have committed to common goals on the **shared** use of **data** under the **Intergovernmental Agreement on Data Sharing** entered into between the **Commonwealth** and States of New South Wales, Victoria, Queensland, Western Australia, South Australia and Tasmania, the Australian Capital Territory and the Northern Territory of Australia Governments (the **states** and **territories governments**) on 9 July 2021.
- B) This Agreement sets out the enduring and consistent safeguards for **data** to be used within the **Australian National Data Integration Infrastructure (ANDII)**, the **National Disability Data Asset (NDDA)** and future **domain assets**, subject to government and legal authority, funding and governance arrangements.
- C) This Agreement aligns with common goals on the shared use of **data** under the **Intergovernmental Agreement on Data Sharing** and will support common jurisdictional goals and reforms to establish a national data integration system.
- D) The Parties acknowledge that the **data sharing** scheme established under the *Data Availability and Transparency Act 2022 (Cth) (DAT Act)* will facilitate data sharing and use for the **ANDII** and **NDDA**, alongside other **Commonwealth, state** and **territory** legislative frameworks.
- E) This Agreement is complemented by associated **data sharing agreements** that will facilitate **data** being **shared** for **ANDII** and **NDDA**. These agreements will describe how the **data sharing principles** must be applied, the method and frequency of **data** transfer, **data** security requirements, **data** treatments, and access arrangements.
- F) **ANDII, NDDA** and future **domain assets**, subject to government and legal authority, funding and governance arrangements, provide the opportunity for major reform to the national data integration system and transformation of the way **public sector data** is used. **Domain assets** will bring together data across jurisdictions to inform communities and enable policy

and program development to deliver better economic, health, social and education outcomes for people and businesses within those communities.

- G) This Agreement is complemented by the **NDDA Memorandum of Understanding (NDDA MOU)** entered into between the **Commonwealth** and the **states and territories**.
- H) Under this Agreement, the Parties agree to:
  - (a) comply with the acceptable and unacceptable uses of data shared in the **ANDII**, as prescribed in this Agreement;
  - (b) reciprocal **data sharing**, described in this Agreement as **'two-way data flows'** between **ANDII** partners;
  - (c) comply with the **ANDII data sharing principles**, consistent with the **Intergovernmental Agreement on Data Sharing** and always in the public interest;
  - (d) the roles, responsibilities and governance structures of **ANDII**;
  - (e) comply with the safeguards for **data shared** in **ANDII**, as prescribed in this Agreement, that assure **data sharing** is legal, ethical, safe and secure; and
  - (f) take whatever measures are necessary to ensure that the **officers** of the Parties are aware of the terms of this Agreement and abide by them.

## INTERPRETATION

- A) Where one form of a word or expression is defined, different forms of that word or expression have a corresponding meaning.
- B) In this Agreement, the singular includes the plural and vice versa.
- C) Terms in this Agreement are defined in the Appendix and are represented within this Agreement by bolded text.
- D) A reference to 'this Agreement' is taken to mean the Multilateral Data Sharing Agreement including any Schedules or Annexures.
- E) A reference to a Party, a clause or a part is a reference to a Party or a clause or part of, this Agreement.

## AGREEMENT

### 1. TERM

#### COMMENCEMENT

- 1.1. This Agreement represents a mutual statement of intentions and is not intended to be legally enforceable by a Party against any other Party to this Agreement.
- 1.2. Despite clause 1.1, the Parties intend to comply with all provisions in this Agreement.
- 1.3. The **Commonwealth** will comply with its obligations under the Agreement on and from the date that at least one **state** or **territory** Party listed above signs and returns to the Commonwealth the **Endorsement** appearing at the end of this Agreement.
- 1.4. Each **state** and **territory** Party will comply with its obligations under this Agreement on and from the date that it signs the **Endorsement**.

#### EXPIRY

- 1.5. This Agreement is enduring and will continue unless suspended or terminated as referenced in clauses 13 and 14.



## 2. CREATION OF DATA SHARING AGREEMENTS

- 2.1. **Data sharing** for the **ANDII** is consistent with the **Intergovernmental Agreement on Data Sharing**: to be shared by default where it is safe, secure, ethical, lawful and for an appropriate purpose.
- 2.2. The creation of **domain assets** that utilise the **ANDII**, supported by this Agreement, require government and legal authority to resource and establish, including associated governance for the **domain asset**.
- 2.3. No **data** will be **shared** directly under this Agreement. **Data sharing agreements** will outline the specific **domain asset, data**, legislative mechanism and conditions on **data sharing**.
- 2.4. To the extent of any conflict or inconsistency between a **data sharing agreement**, the Agreement, the **Data Governance Framework**, and/or the **Legal Authorisation Framework**, the **data sharing agreement** will prevail.
- 2.5. Additional conditions required by **data providers** for sharing of **data** will be described in relevant **data sharing agreements**.
- 2.6. Termination or suspension of this Agreement as outlined in clauses 13 and 14 will also terminate or suspend any **data sharing agreements**.
- 2.7. **Data sharing agreements** will be signed by **Agency Heads, Central Coordinators** or **authorised officers** on behalf of **data providers**.
- 2.8. **Data sharing agreements** cannot commence unless the **state** or **territory** represented in the **data sharing agreement** has signed this Agreement.

## 3. COMPONENTS AND DATA

- 3.1. The **National Linkage Spine, National Linkage Map and Core Demographics** are the **ANDII Components** and are enabled by associated **data sharing agreements**.
- 3.2. **Data sharing** for the **NDDA** (including **content data** and **core disability indicators**) and future **domain assets**, subject to government and legal authority, funding and governance arrangements, will be outlined in **data sharing agreements**.
- 3.3. The ABS will be appointed as the **data custodian**, as outlined in the **Legal Authorisation Framework**, of the **ANDII Components** (referred to as the **ANDII Guardian** in this Agreement) and the **NDDA Components** (referred to as the **NDDA Guardian** in this Agreement). The ABS will be appointed as the **data custodian** of these components, regardless of whether the **data** was provided by the **Commonwealth**, or a **state** or **territory**.

## 4. USE AND REUSE OF DATA WITHIN THE ANDII NETWORK

The associated **data sharing agreements** will outline:

- 4.1. The creation, maintenance and use of **ANDII Components**:
  - 4.1.1. **National Linkage Spine (NLS)**;
  - 4.1.2. **National Linkage Map (NLMap)**;
  - 4.1.3. **Core Demographics**.
- 4.2. The creation, maintenance and use of **content data domain assets** such as the **NDDA** (including **NDDA Components**).

## ACCEPTABLE AND UNACCEPTABLE USE OF THE DATA WITHIN THE ANDII NETWORK

- 4.3. The **data shared** to and used within the **ANDII Network** is considered **public sector data**, as defined in s 3 of the DAT Act.
- 4.4. The unacceptable **uses of data** within the **ANDII Network**:
  - 4.4.1. **enforcement related purposes**;
  - 4.4.2. purposes that relate to, or prejudice, national security within the meaning of the *National Security Information (Criminal and Civil Proceedings) Act 2004* (Cth);
  - 4.4.3. **delivery of government services**;
  - 4.4.4. **use of state or territory data** in analysis to determine funding arrangements, unless expressly agreed to in **data sharing agreements**;
  - 4.4.5. comparative analysis or reporting of individual schools or hospitals, unless expressly agreed to in **data sharing agreements**.
- 4.5. The acceptable **uses of data** within the **ANDII Network**:
  - 4.5.1. informing government policy and programs;
  - 4.5.2. research and development, including **spine enhancement** purposes.
- 4.6. In addition to clauses 4.4 and 4.5, the acceptable and unacceptable **uses of domain asset data** will be set out as part of complementary Memoranda of Understanding adjacent to this Agreement and agreed to by the **governance bodies** for each **domain asset**, and/or as articulated in associated **data sharing agreements** to this Agreement.
- 4.7. The acceptable and unacceptable **uses of domain asset data** must be consistent with the parameters of the **DATA Scheme** or otherwise deal with matters that are unrelated to the operation of the **DATA Scheme**.

## DATA DESTRUCTION AND RETENTION

- 4.8. The **data sharing agreements** will describe the data destruction and retention requirements for **data**, in accordance with the **Data Governance Framework**.

## TWO-WAY DATA FLOWS

- 4.9. The design of the **ANDII** is premised on **Commonwealth and state and territory data providers** supporting **two-way data flows**.
- 4.10. Parties agree to supporting reciprocal **two-way data flows** in a manner that is safe, legal and ethical, within the **DATA Scheme** and according to associated **data sharing agreements**, and with appropriate data security and privacy protection, as set out in the **Data Governance Framework**.
- 4.11. Parties agree that linked **data** within the **ANDII Network** are available to all Parties that are **accredited users** to support reciprocal **data sharing**, as outlined in the **Legal Authorisation Framework** and permitted by associated **data sharing agreements** and applicable legislation.

## 5. CONDITIONS ON DATA SHARING

### PUBLIC INTEREST

- 5.1. **Sharing and use of data** within the **ANDII Network** must be in the public interest, for an approved **data sharing** purpose (as outlined in s 15 of the **DAT Act**) and not be 'barred' (as outlined in s 17 of the **DAT Act**).

## DATA SHARING PRINCIPLES

- 5.2. Parties agree to support the **use of the data sharing principles** when **data** is shared and **used** within the **ANDII Network**. The **data sharing principles** are based on the Five Safes Framework as detailed in the **DAT Act** and *Data Availability and Transparency Code 2022* (Cth).
- 5.3. Parties agree to support the application of the **DDMM Trust Principles**, as detailed in the **Intergovernmental Agreement on Data Sharing**.

## DATA QUALITY

- 5.4. **Data sharing** supported by this Agreement and enabled by associated **data sharing agreements** must describe the **data quality of shared data**.
- 5.5. The **Data Governance Framework**, outlines the **ANDII** for **NDDA** data quality framework, including supporting metadata standards and mechanisms to drive improvements over time, which are imperative for integrating **data** of varying quality and maturity.
- 5.6. Issues related to **data** quality that may affect interpretation or **use** of the **data** must be outlined in the associated **data sharing agreement**.

## PERSONAL INFORMATION

- 5.7. **Personal information** used for the **NLS** and **NLMap** is subject to strict controls outlined in the **data sharing agreements**. These controls are aligned with the **data sharing principles**.
- 5.8. The use of **personal information** will comply with the Privacy Act and the **DAT Act**, as outlined in the **Legal Authorisation Framework**.

## INTELLECTUAL PROPERTY

- 5.9. The Parties will ensure that they have or are able to grant the relevant intellectual property rights (if applicable) to enable **sharing of data** under any associated **data sharing agreements**.

## DATA MINIMISATION

- 5.10. Parties agree that **data** minimisation will be applied, as set out in the **Data Governance Framework**, so that only required **data** is **shared** and accessed within the **ANDII Network**.

## 6. ANDII PRIVACY PRINCIPLES

### PRIVACY COMPLIANCE

- 6.1. The Parties acknowledge that relevant privacy legislation applies to all **data sharing** and **use** under the associated **data sharing agreements**.
- 6.2. The associated **data sharing agreements** will provide that the **data sharing** satisfies the purpose-specific privacy protections in s 16B(3)(b) of the **DAT Act**, relying on the following permitted circumstances:
  - 6.2.1. it is unreasonable or impracticable to seek consent to **sharing** from the individuals concerned,
  - 6.2.2. **personal information** needs to be shared with **ADSPs** to prepare **ADSP-enhanced data** that does not involve **personal information** about the individuals concerned, and/or
  - 6.2.3. the **data sharing** constitutes **ADSP-Controlled access**.



- 6.3. The associated **data sharing agreements** will prohibit the storage, access, provision, or use of specified **data** or **output** that comprises **unit record data** or **personal information** outside Australia.
- 6.4. The associated **data sharing agreements** will prohibit **accredited users** and **ADSPs** from taking any action that may result in **shared de-identified data** ceasing to be **de-identified**, as required in s 16A of the **DAT Act**.

## PRIVACY IMPACT ASSESSMENT

- 6.5. The Parties agree that **Privacy Impact Assessments** will be conducted for the **ANDII**, including the **NLS** and **NLMap** and associated **domain assets** using the **ANDII**.
- 6.6. **Privacy Impact Assessments** will be conducted in accordance with the Privacy Act or any other relevant legislation and policies, the Australian Government Agencies Privacy Code and the Office of Australian Information Commissioner's Guide to undertaking privacy impact assessments, and the **Data Governance Framework**. Additional requirements relating to specific Privacy Impact Assessments will be outlined in **data sharing agreements**.

## 7. ANDII ETHICAL PRINCIPLES

- 7.1. All **data sharing** and **use** enabled by associated **data sharing agreements** must meet relevant ethical requirements. Ethical values and principles are set out in the National Health and Medical Research Council (NHMRC) *National Statement on Ethical Conduct in Human Research (2007) - Updated 2018 (the National Statement)*. Other relevant documents that must be considered include:
  - NHMRC's Ethical guidelines for research with Aboriginal and Torres Strait Islander peoples and communities;
  - Australian Institute of Aboriginal and Torres Strait Islander Studies (AIATSIS) Code of Ethics for Aboriginal and Torres Strait Islander Research; and
  - National best practice guidelines for data linkage activities relating to Aboriginal and Torres Strait Islander people.
- 7.2. The AIHW Ethics Committee will be approached for national approval of two ethics submissions relating to the **NDDA** and **ANDII**.
- 7.3. Additional **state** and **territory** specific ethics committee or Human Research Ethics Committee (HREC) approvals may also be needed based on jurisdictional requirements. Additional approvals required will be detailed under ethical oversight processes in the **Data Governance Framework**.

## 8. DATA PROTECTION AND SECURITY

- 8.1. The **ANDII ICT Solution** will be maintained by ABS and provided as a service to facilitate **data sharing** and development of **domain assets** such as the **NDDA**.
- 8.2. The **ANDII ICT Solution** will be the technical hub to host **data shared** centrally.
- 8.3. The **ANDII ICT Solution** will comply with the Commonwealth Protective Security Policy Framework, and other key government security principles.
- 8.4. Parties to the associated **data sharing agreements** will be required to take all reasonable steps to protect **shared data** and **output** from loss, unauthorised access or any **use** that is not approved. This includes taking all reasonable steps to protect against a physical breach



or cyber-attack that could have an adverse effect on the security, reliability or accessibility of any system which transmits or stores **shared data** or **output**.

## 9. DATA GOVERNANCE

- 9.1. Data governance arrangements for **ANDII** and **NDDA** will be outlined in the **Data Governance Framework**.
- 9.2. The **ANDII Board** will be established to provide coordinated senior oversight of progress towards technical design priorities, the build and management of the **ANDII**.
- 9.3. The role of the **ANDII Board** is to:
  - 9.3.1. oversee **ANDII's** role supporting the priority **data** development activities of the **NDDA** (and other **domain assets** in future where they are identified),
  - 9.3.2. provide strategic oversight on the further design, build, operation and evolution of **ANDII** so that the scalable national **data** integration infrastructure being built for the **NDDA** can be **used** across different contexts or portfolios beyond disability (subject to government and legal authority, funding and governance arrangements).
- 9.4. The **ANDII Board** will be established once four Parties have signed this Agreement.
- 9.5. Prior to the establishment of the **ANDII Board**, the **ANDII Interim Oversight Group** is responsible for oversight of the **ANDII**.
- 9.6. The **ANDII Board** will comprise of senior officials from the **Commonwealth**, and all participating **state** and **territory** Parties to the **NDDA MOU**.
- 9.7. The **ANDII Board** will be accountable to the Data and Digital Ministers (**DDM**) through the **DDMM SOG**.
- 9.8. Parties agree to participate in governance structures to support the **ANDII** which will be outlined in the **Data Governance Framework**.
- 9.9. The **ANDII Board** will be responsible for agreeing to the **Data Governance Framework** and any future amendments. It will consult with the **NDDA Council** on data governance arrangements which will be set out in the **Data Governance Framework** that relate to the **NDDA**.
- 9.10. Parties to this agreement will be notified by the **ANDII Operations Team** of any changes to the **Data Governance Framework** within 10 business days.
- 9.11. The ABS will be appointed the role of **ANDII Guardian** (appointed custodian of the **ANDII Components**) and as **NDDA Guardian** (appointed custodian of the **NDDA Components**) along with similar roles for future **domain assets**, subject to government and legal authority, funding and governance arrangements, by agreement in the **data sharing agreements**. The ABS will be appointed as the **data custodian** of these components, regardless of whether the **data** was provided by the **Commonwealth**, or a **state** or **territory**.
- 9.12. The **ANDII Guardian** is accountable for the safe, legal and ethical creation and management of **ANDII Components** and their sharing and use across the **ANDII Network**. The **ANDII Guardian** is a role fulfilled by the ABS, enabled by an **ABS authorised officer**. This **authorised officer** has the delegation to enter into **data sharing agreements** to create, maintain and update **ANDII Components**, and can authorise access and use of components across the **ANDII Network**.
- 9.13. The **NDDA Guardian** is accountable for the safe, legal and ethical management of **NDDA Components**. The **NDDA Guardian** is a role fulfilled by the ABS, enabled by an **ABS**

- authorised officer.** This **authorised officer** has the delegation to enter into **data sharing agreements** to create, maintain and update **NDDA Components**, and can authorise access and **use** of components across the **ANDII Network**.
- 9.14. The **ANDII Operations Team** acts under the authority of the **ANDII Guardian** with key functions including:
- 9.14.1. Supporting the **ANDII Guardian** to authorise and control **data access** and **use** of **ANDII Components** across the **ANDII Network**, consistent with the requirements of **data sharing agreements, Legal Authorisation Framework** and **Data Governance Framework**;
  - 9.14.2. Develop and refine business requirements for the **ANDII ICT Solution**, provided by the ABS as a service to support the **ANDII and NDDA Guardian** roles;
  - 9.14.3. Creation and maintenance of the **NLS, NLMap and Core Demographics** in the **ANDII ICT Solution**;
  - 9.14.4. Coordination of the **National Linkage Model** in collaboration with **states and territories**;
  - 9.14.5. Coordination of overall **data** flows across the **ANDII Network** for **NDDA** and **ANDII** including supporting **data** quality and metadata standards as will be defined in the **Data Governance Framework**;
  - 9.14.6. Direct **data** flows relating to **ANDII Components** within the **ANDII ICT Solution**, according to **data sharing agreements**;
  - 9.14.7. Technical and **data** co-governance of **ANDII** including secretariat for **ANDII Board**.
- 9.15. The **NDDA Operations Team** acts under the authority of the **NDDA Guardian** with key functions including:
- 9.15.1. Supporting the **NDDA Guardian** to authorise and control **data access** and **use** of **NDDA Components** across the **ANDII Network**, consistent with the requirements set out or reflected in **data sharing agreements, Legal Authorisation Framework** and **Data Governance Framework**;
  - 9.15.2. Create and maintain the **Core NDDA Content Data** and **Core Disability Indicators** in the **ANDII ICT Solution**;
  - 9.15.3. Develop agreed **data** products, reporting and insights as part of the centrally coordinated analytics and insights sharing function;
  - 9.15.4. Capacity building including disability **data** development, knowledge sharing approaches and supporting access and **use** of **NDDA data**;
  - 9.15.5. Direct **data** flows relating to **NDDA Components** within the **ANDII ICT Solution**, according to **data sharing agreements**.

#### JURISDICTIONAL ROLES

- 9.16. The Parties to this Agreement commit to implementing a streamlined approach to **data sharing** which will be described in the **Data Governance Framework**.
- 9.17. Parties to consider appointing a **Central Coordinator** to streamline the signing of **data sharing agreements**.
- 9.18. **Data providers** acknowledge that their **data** will be considered **public sector data** within the **DATA Scheme** to create, maintain and update, and provide access and **use** to the **ANDII Components** and the **NDDA Components**. This will occur across the **ANDII Network** when **ANDII Components** or **NDDA Components** are shared.



- 9.19. Linkage to create and manage future **domain assets**, subject to government and legal authority, funding and governance arrangements, may be agreed through separate **data sharing agreements**.

## 10. PROJECT APPROVALS AND DATA ACCESS

### PROJECT APPROVALS PROCESS

- 10.1. The processes for **project approvals** and **data access** will be outlined in the **Data Governance Framework**.
- 10.2. **Data access** provisions will be outlined in **data sharing agreements**. **Data access** is the ability to view/use **data** in a particular **data** situation. Access can be granted with or without the capability or permission to modify, copy or disclose the **data**.
  - 10.2.1. The **ANDII Operations Team**, **NDDA Operations Team** or relevant **domain asset** teams perform checks on behalf of the **data** requestor.
  - 10.2.2. **Data Providers**, **ANDII Board** and **NDDA Council** or relevant **domain asset** committee will act as escalation points, as will be outlined in the **Data Governance Framework**.

### DATA RELEASE AND OUTPUT

- 10.3. The processes for **data release** and publication of **output** in accordance with the **DATA Scheme** will be outlined in the **Data Governance Framework**. The **Legal Authorisation Framework** outlines the legislative pathways that enable release.
- 10.4. **Release of data** for the purposes of this Agreement aligns with the **DAT Act** definition, which includes reference to an entity:
  - 10.4.1. Providing another entity with access to the **data**; and
  - 10.4.2. Providing open access to the **data** (publicly releasing the **data**).
- 10.5. **Output** for the purposes of this Agreement refers to any **data** that is a result of the use of the **shared data**.
- 10.6. The **outputs** permitted to exit the **DATA Scheme** comprise:
  - 10.6.1. **de-identified aggregate data** created as **output** under **DAT** associated **data sharing agreements** relating to the use of a **domain asset**, and
  - 10.6.2. **de-identified subsets of the NLMap and Core demographics** to support **spine enhancement** created as outputs under **DAT Act**-associated **data sharing agreements relating to the use of the NLMap and Core Demographics**.
- 10.7. **Project data sharing agreements** will specify the circumstances in which **de-identified aggregate data** and linkage maps that do not contain **personal information** may exit the **DATA Scheme**.
- 10.8. Where **output** consistent with clause 10.6.1 and has been prepared for publication, the contributing **data providers**, or their **authorised officer**, will be provided a copy of the publication for information and internal briefing purposes, as outlined in the **Data Governance Framework**.

## 11. OTHER GOVERNANCE CONSIDERATIONS

### COMMUNICATIONS AND TRANSPARENCY

- 11.1. Where lawful and appropriate, to build and maintain trust, information regarding use within **ANDII** will be made publicly available. This information may include:



- the name of organisations accessing the **data**;
- descriptions of project purposes; and
- summarised project outcomes.

11.2. Parties agree to respond to queries and complaints within a reasonable timeframe.

## 12. NOTIFICATIONS AND DATA INCIDENTS

### COMPLIANCE WITH REQUIREMENTS

- 12.1. Parties to the associated **data sharing agreements** will comply with relevant legislative notification requirements, such as the data breach responsibilities in the **DAT Act**, the Notifiable Data Breaches scheme under the Privacy Act or any other relevant legislation or policies.
- 12.2. Notification requirements, and any liability or indemnity provisions, for any **data incidents** will be outlined in the associated **data sharing agreements**.

## 13. SUSPENSION

### NOTICE OF SUSPENSION

- 13.1. Suspension of this Agreement is by a unanimous decision of the **ANDII Board** and should be under exceptional circumstances only, e.g. funding ceases for **ANDII**.
- 13.2. In the event the **ANDII Board** has not been convened prior to notice of suspension being sought, this Agreement may be suspended, in line with clause 13.1, only with unanimous agreement in writing by Parties to this Agreement.

### EFFECT OF SUSPENSION

- 13.3. The Parties acknowledge that each **data sharing agreement** will require suspension of the **data sharing agreement** within a reasonable period following suspension of this Agreement under clause 13.1 such that all access to **data** through the **data sharing agreement** will cease until such time as this Agreement is resumed (if applicable).
- 13.4. In a period of suspension, the **ANDII Board** may seek to terminate this Agreement.

## 14. TERMINATION

### TERMINATION PROCESS

- 14.1. Subject to clauses 14.2-14.4, termination of this Agreement is by agreement of the **DDMM SOG**, following suspension of the agreement and recommendation to terminate by the **ANDII Board**.
- 14.2. All avenues to resolve issues must be exhausted prior to a Party seeking termination of this Agreement.
- 14.3. A Party may seek to terminate this Agreement for any reason by notifying the **ANDII Operations team**, who will convene a special session of the **ANDII Board** within 20 **business days**.
- 14.4. In the event the **ANDII Board** has not been convened prior to termination being sought, this Agreement may be terminated subject to clauses 13.3, 13.4 and 14.2-14.4, only with unanimous agreement in writing by Parties to this Agreement.
- 14.5. No Party is entitled to any compensation from any other as a result of termination of this Agreement.

- 14.6. The Parties acknowledge that each **data sharing agreement** will require termination of the **data sharing agreement** (including all activities and **data access** associated with the **data sharing agreement**) within a reasonable period following termination of this Agreement.
- 14.7. Conditions for **data** treatment, archival management or deletion in the event of termination are as outlined in the **data sharing agreements** and informed by the operation of relevant legislation or policies.

#### WITHDRAWAL

- 14.8. A Party may withdraw from this Agreement by sending written notice to all other Parties. The period of withdrawal will be as specified in the written notice from the withdrawing party, taking into account any administrative or governance requirements of withdrawal.
- 14.9. If a Party withdraws from this Agreement, this Agreement will continue to be in force with respect to the remaining Parties.
- 14.10. A Party may revoke its withdrawal at any time prior to it becoming effective.

#### 15. AGREEMENT ADMINISTRATION

##### VARIATION

- 15.1. This Agreement may only be varied by resolution of the **DDMM SOG** members on written advice of the **ANDII Board**.
- 15.2. Any Party to this Agreement may unilaterally update the identity and contact details for their **contact officer** or **approving officer** by giving a notice to the other Parties and the **ANDII Operations team**, without a variation to the agreement.

##### FEES

- 15.3. There are no fees associated with this Agreement.
- 15.4. The **domain asset** memoranda of understanding complementing this Agreement will outline the governance and funding arrangements associated with sharing of **data** in relation to this Agreement.

##### NOTICES

- 15.5. Any formal communication or notification from one Party to another Party relating to this Agreement must be sent to the relevant **contact officer/s** and the **ANDII Operations team** for distribution to the **ANDII Board** and Parties.

##### DISPUTE RESOLUTION

- 15.6. If any Party has a concern about the performance of any other Party's obligations under this Agreement or about a material risk or issue for **ANDII**, it may request in writing to the **ANDII Operations team**, a meeting between the **approving officers** of this Agreement for relevant Parties to discuss the concern.
- 15.7. Any concerns unable to be resolved directly by the **ANDII Operations team** will be escalated to the **ANDII Board** for resolution.
- 15.8. The **ANDII Board** can choose to escalate a dispute to **DDMM** through **DDMM SOG** for resolution.

## REVIEW

- 15.9. The **ANDII Board** will review this Agreement after 12 months to consider if variations are necessary.
- 15.10. The **ANDII Board** will conduct subsequent reviews every 24 months after the first review.
- 15.11. The **ANDII Board** may review this Agreement at any time if a dispute or issue is raised by a Party to this Agreement.

## ASSIGNMENT, SUB-CONTRACTING AND AGENCY

- 15.12. Obligations or rights under this Agreement may only be transferred or delegated by agreement of the **ANDII Board** (such as due to Machinery of Government changes).
- 15.13. Parties may engage contractors as needed to meet their obligations under this Agreement or as permitted in associated **data sharing agreements**.

## ENFORCEABILITY

- 15.14. This Agreement represents a mutual statement of intentions. This Agreement is not intended to create legally binding obligations between the Parties. Notwithstanding this, the Parties intend to comply with all provisions in this Agreement. This Agreement is subject to all applicable legislative obligations.

## PUBLICATION

- 15.15. The Parties acknowledge that this Agreement and any associated **data sharing agreement** will be made available on a public register of **data sharing agreements** via **Dataplace**.



# CONTACT INFORMATION

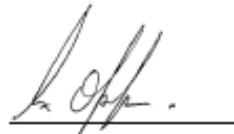
**Signed** for and on behalf of the Commonwealth of Australia by



Nathan Williamson  
Deputy Secretary, Department of Finance

Date 27/09/23

**Signed** for and on behalf of the State of New South Wales by



Dr. Ian Opperman  
Chief Data Scientist

Date 27/09/2023

**Signed** for and on behalf of the State of Queensland by



Chris McLaren  
Chief Customer and Digital Officer

Date 28 SEPTEMBER 2023

**Signed** for and on behalf of the State of South Australia by



Peter Worthington-Eyre  
Chief Data Officer

Date 20/02/2024

**Signed** for and on behalf of the Australian Capital Territory by



Rishi Dutta  
A/g Chief Digital Officer/Deputy Director-general, Chief Minister, Treasury and Economic Development Directorate

Date 28/09/2023

**Signed** for and on behalf of the State of Victoria by



John Batho  
Deputy Secretary, Department of Government Services

Date 28/11/2023

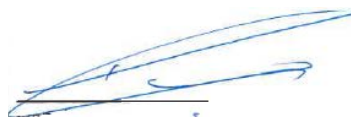
**Signed** for and on behalf of the State of Western Australia by



Greg Italiano  
Government Chief Information Officer

Date 28. 9. 2023

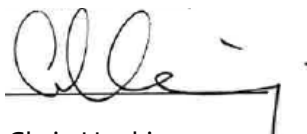
**Signed** for and on behalf of the State of Tasmania by



Rob Williams  
Associate Secretary, Department of Prime Minister & Cabinet

Date 29. 11. 2023

**Signed** for and on behalf of the Northern Territory by



Chris Hosking  
Chief Executive

Date 29/9/23

# SCHEDULE 1

## DEFINITIONS

Expressions in bold type in this Agreement have the following meaning:

**ABS** means the Australian Bureau of Statistics.

**Accredited Data Service Provider (ADSP)** is an entity accredited under section 74 of the *Data Availability and Transparency Act 2022*. ADSPs are expert intermediaries who can assist **Commonwealth data custodians** to prepare and share data appropriately by providing specialised **data** services such as complex **data** integration, **de-identification** and/or secure access **data** services to support **data sharing** projects.

**Accredited User** is an entity accredited under section 74 of the *Data Availability and Transparency Act 2022*. **Accredited users** are authorised to collect and use shared data in accordance with an applicable **data sharing agreement**.

**ADSP-Controlled access** - data sharing will be **ADSP-Controlled access** if:

- (a) an **ADSP** is sharing the data on behalf of the **Data Custodian** with an **Accredited User**;
- (b) the data is shared by means of the **ADSP** providing access to the data:
  - (j) by use of systems controlled by the **ADSP**; and
  - (ii) to particular identified designated individuals for the entity, each of whom has appropriate experience, qualifications or training; and
- (c) the ADSP has implemented controls to prevent or minimise the risk of the data being used to identify individuals.

**ADSP-enhanced data** has the meaning that the term has under the DAT Act.

**AIHW** means the Australian Institute of Health and Welfare.

**Agency Head** means the Secretary or the CEO of a Commonwealth, state or territory department of agency.

**ANDII** is the underlying infrastructure to deliver the **NDDA** and can be used to create other **data** assets. It refers to the following:

- the national linkage and integration infrastructure, comprising a **National Linkage Spine** and **National Linkage Model**;
- the national data integration system governance and streamlined **data sharing arrangements** that enable the creation of **domain assets** such as the **NDDA**; and
- the **ANDII ICT Solution**.

**ANDII Board** will provide strategic oversight of the delivery of **ANDII** infrastructure and technical operations and comprise representatives from the Australian government and **state** and **territory** governments, including all **state** and **territories** Party to the complementary **NDDA MOU**. This will enable joint governance by all Parties. The **ANDII Board** will be accountable to the **Data and Digital Ministers** to support their oversight of national data integration infrastructure (through the **Senior Official's Group**).

**ANDII Components** means the **National Linkage Spine**, **National Linkage Map**, and **Core demographics**.

**ANDII Guardian** is accountable for the safe, legal and ethical creation and-management of **ANDII Components** and their sharing and use across the **ANDII Network**. The **ANDII Guardian** is a role fulfilled by the ABS, enabled by an ABS **authorised officer**. This **authorised officer** has the delegation to enter into **data sharing agreements** to create, maintain and update **ANDII Components**, and can authorise access and use of components across the **ANDII Network**.

**ANDII ICT Solution:**

- A) comprises the set of centrally coordinated ICT infrastructure (network, storage, compute), services and applications that support the **ANDII**;
- B) is provided by ABS as a service to facilitate **data sharing** and development of **data** assets such as the **NDDA**;
- C) is being built in the cloud which enhances its security, enables more sophisticated **data** analytics, and enables capacity for integrated **data** assets to be scaled up as needed.

**ANDII Interim Oversight Group** means the group responsible for embedding collaborative governance and co-design of technical, infrastructure and streamlined **data** governance matters ahead of establishing a permanent **ANDII Board**.

**ANDII Network** describes the accredited agencies in each **Commonwealth** and **state** and **territory** jurisdiction that provide **data** linkage and **data** access services, including the ICT Solutions that support these, and accredited users that seek to access the **data** for relevant **NDDA** and **ANDII** projects.

**ANDII Operations team** are responsible for providing technical support for delivery and management of **ANDII**, reporting to the **ANDII Board**. The **ANDII Operations team** also supports the functions of the **ANDII Guardian**. The **ANDII Operations team** is made up of **officers** from the ABS and AIHW.

**approving officer** in relation to a Party, means the person described as such in the contact information section of this Agreement, or another person nominated for this role by the Party whose details are notified to the other Party.

**authorised officer** in relation to a Party, means the person delegated to sign the **data sharing agreements** on behalf of an **Agency Head**. The use of authorised officer in this Agreement is not confined to the **DAT Act** definition and includes all officers with delegated authority to sign **data sharing agreements** under their associated authorising legislation to do so.

**business day** means a day that is not a Saturday, Sunday or a public holiday in the Australian Capital Territory, or a day falling within the period 25 December to 1 January (both dates inclusive).

**Central Coordinator** refers to a single point of contact within each **state** and **territory** that:

- a. has delegation to sign **data sharing agreements** in relation to **ANDII** on behalf of their **state/territory**, or
- b. holds a coordination role to facilitate signing among **data provider** agencies within their **state/territory**.

**Commonwealth** means the Commonwealth of Australia.

**Commonwealth body** has the meaning that the term has in the **DAT Act**.

**Commonwealth data custodian** has the meaning that the term has in the **DAT Act**.



**contact officer**, in relation to a Party, means the person described as such in the contact information section of this Agreement, or another person nominated for this role by the Party whose details are notified to the other Party.

**content data** will comprise linked, de-identified **Commonwealth, state and territory** and other **data** held for the purpose of analysis. It will be stored and accessed across the **ANDII Network** and be made available for use across the system in line with permissible, analytical purposes.

**Core Demographics** provide consolidated derived information that is regularly used in analysis for the full **NLS** population without a **data** user needing to join or derive this information themselves.

**Core Disability indicators** comprise de-identified person-level flags of disability status for the **NLS** population created and maintained by the **NDDA Operations team**, in the **ANDII ICT Solution**.

**Core NDDA content data** means the **de-identified NDDA content unit record** analysis files (without personal IDs), with person-level merging keys, that are created and maintained by the **NDDA Operations team**, in the **ANDII ICT Solution**.

**DAT Act** means the *Data Availability and Transparency Act 2022*.

**data** means any information in a form that is capable of being communicated, analysed or processed (whether by an individual or by a computer or by other automated means).

**data access** means access to data as contemplated under this Agreement.

**Data Custodian** has the meaning that the term has under the **DAT Act**.

**Data and Digital Ministers (DDM)** means the **state and territory** Ministers with responsibility for data and digital matters under Australian federal relations architecture.

**Data and Digital Ministers Meeting (DDMM)** the meeting of **Commonwealth, state and territory** Ministers with responsibility for data and digital matters under Australian federal relations architecture.

**Data and Digital Ministers Meeting – Senior Officials Group (DDMM SOG)** - the meeting of **Commonwealth, state and territory Senior Officials** supporting the **Data and Digital Ministers** deliver cross-government collaboration on data and digital transformation.

**Data Governance Framework (DGF)** means the **ANDII for NDDA Data Governance Framework**. It is expected that when the DGF is finalised it will set out the roles and responsibilities of **governance bodies, data providers**, the **ANDII and NDDA Guardian, ANDII Network** participants and end users, and the interaction with ethics committees for the **NDDA data asset and ANDII system** across the end-to-end **data** life cycle. The DGF will also provide transparency on **data** protections to ensure that the data will be **shared**, managed, and **used** safely, securely, and legally based on agreed acceptable and unacceptable uses.

**data incident** means that there is unauthorised access to, or disclosure of, **data** held by an entity (or information is lost in circumstances where unauthorised access or disclosure is likely to occur).

**data provider**, means a **Commonwealth, state or territory body** that has provided **data** to an **ANDII Guardian** or **NDDA Guardian** as the source/originating **data** owner or has provided **data** to a project. This may include a **data** custodian as defined by the **DATA Scheme**.

**DATA Scheme** means the scheme that was established by the creation of the *Data Availability and Transparency Act 2022*. The **DATA Scheme** is underpinned by strong safeguards and consistent, efficient processes. It is focused on increasing the availability and use of Australian Government data to deliver government services that are simple, effective and respectful, inform better government policies and programs, and support world-leading research and development. The National Data Commissioner is the regulator of the **DATA Scheme** and provides advice and guidance about its operation.

**data service** means any operation performed on or in relation to **data** at any stage from collection or creation to destruction.

**data sharing agreements** mean the operational agreements that will facilitate **data** being shared for **NDDA** and **ANDII** in association with this Agreement. The **data sharing agreements** will describe, amongst other things, how the **data sharing principles** must be applied, the method and frequency of **data** transfer, **data** security requirements, **data** treatments and access arrangements.

**data sharing principles**, as presented in Schedule D of the Intergovernmental Agreement on Data Sharing, are the risk management framework that sits at the core of the **DATA Scheme** to support **data** providers to decide if it is safe to share **data**. The **data sharing principles** are based on the ‘five safes’, an international standard for managing disclosure risks. The principles must be applied in such a way that, when viewed as a whole the risks of the **sharing**, collection and **use** of **data** are appropriately mitigated. The principles are described in section 16 of the **DAT Act**.

**Dataplace** is a whole of government platform to request Australian Government data, including under the **DATA Scheme**. **Dataplace** is managed by Office of National Data Commissioner (ONDC) and the Department of the Prime Minister and Cabinet on behalf of the Australian Government. **Dataplace** will provide accreditation verification, enable streamlined project review, and the efficient completion of agreements based on templates for **NDDA** and **ANDII**. **Dataplace** will also greatly assist in providing transparency for **data providers** and the public on the **use** of **data** for **NDDA** and **ANDII**, and support visibility of agreement status for operations teams and researchers.

**de-identified** information means information that is no longer about an identifiable individual who is reasonably identifiable.

**delivery of government services** means the delivery of any of the following services by the Commonwealth or a state or territory:

- (a) providing information;
- (b) providing services, other than services relating to a payment, entitlement or benefit;
- (c) determining eligibility for a payment, entitlement or benefit;
- (d) paying a payment, entitlement or benefit.

Note: Making a decision under legislation about whether an individual is eligible to receive a payment, before any payment is made, is an example of delivery of government services. The purpose of making such a decision is not a precluded purpose.

**domain asset** means integrated **content data** projects (such as the **NDDA**) that may be used to inform communities, and enable **data** driven policy and program development to deliver better outcomes for people and businesses within those communities.

**Endorsement** means the endorsement at the end of this Agreement as referred to in clause 1.

An **enforcement related purpose** means any of the following purposes:

- (a) detecting, investigating, prosecuting or punishing:
  - i. an offence; or
  - ii. a contravention of a law punishable by a pecuniary penalty;
- (b) detecting, investigating or addressing acts or practices detrimental to public revenue;
- (c) detecting, investigating or remedying serious misconduct;
- (d) conducting surveillance or monitoring, or intelligence-gathering activities;
- (e) conducting protective or custodial activities;
- (f) enforcing a law relating to the confiscation of proceeds of crime;
- (g) preparing for, or conducting, proceedings before a court or tribunal or implementing a court/tribunal order.

**governance body** means the group of people that have the authority to exercise governance over an entity or project. In the context of **data sharing**, these bodies may dictate or provide advice on safe and appropriate **use of data** and underlying infrastructure.

**identifiable data** is **data** consisting of personal information (such as names and addresses), where an individual is identified or reasonably identifiable.

**Intergovernmental Agreement on Data Sharing** means the [Intergovernmental Agreement on data sharing](#) between the **Commonwealth** and **State and Territory** Governments signed on 9 July 2021.

**Legal Authorisation Framework** means the Legal Authorisation Framework for the **NDDA** and **ANDII**. This framework was developed by the Australian Government Solicitor (instructed by the ABS and AIHW) and describes:

- the scope of the enabling Commonwealth legislation that will be relied upon to develop and operate the **NDDA** and the **ANDII** and to facilitate **data sharing** between all key **Commonwealth, State and Territory** stakeholders through the **NDDA** and **ANDII**
- the key provisions in enabling **Commonwealth** legislation that will be relied on to support the **NDDA** and **ANDII** and the mechanisms that will be used to for **sharing, use and release of data** for the **NDDA** and **ANDII**

**metadata** - Information about how **data** is defined, structured and represented.

**National Disability Data Asset (NDDA)** means the **data** asset that will bring together de-identified data from the **Commonwealth** and **states and territories** to enable better understanding of the life experiences and outcomes of people with disability in Australia. The **NDDA MOU** captures the in-principle commitments made regarding data supply, co-governance and cost-share of the **NDDA**.

**National Linkage Map (NLMap)** means a linkage map that is a concordance of **de-identified** person IDs (alpha-numeric characters) that provides pointers to records of an individual across different datasets. Linkage maps facilitate the bringing together, on a **de-identified** basis, of content (analytical) **data** in **data** linkage projects. The **National Linkage Map** will consist of a network of linkage maps developed through linkage using the **National Linkage Spine** which establishes interoperability between the national spine and other datasets.

**National Linkage Model (NLM)** describes the end-to-end system and pathways through which **ANDII data** will be acquired, **used**, managed, and accessed over time on an enduring basis. The **National**



**Linkage Model** focuses on **data** flows and the associated concepts and aims to present a comprehensive set of design options to deliver **ANDII** and **NDDA** data needs.

**National Linkage Spine (NLS)** brings together personal information (including names and addresses) from a group of core datasets that together provide high quality coverage of the Australian population to facilitate matching of records for the same person wherever they appear in the linked datasets. **De-identified** person IDs are assigned to each person and these are used in creating the **National Linkage Map**.

**NDDA Components** means the **Core NDDA content data**, **Core Disability indicators** and **Non-core NDDA Content data**.

**NDDA Council** means the Council that will provide strategic oversight over the uses of the **NDDA**, involving shared decision-making between government and the disability community.

**NDDA Guardian** is accountable for the safe, legal and ethical management of **NDDA Components**. The **NDDA Guardian** is a role fulfilled by the ABS, enabled by an ABS **authorised officer**. This **authorised officer** has the delegation to enter into **data sharing agreements** to create, maintain and update **NDDA Components**, and can authorise access and use of components across the **ANDII Network**.

**NDDA MOU** is the Memorandum of Understanding between the Commonwealth of Australia (Commonwealth), the states of New South Wales, Victoria, Queensland, Western Australia, South Australia and Tasmania and the Australian Capital Territory and the Northern Territory of Australia that captures the in-principle commitments from states and territories to supply **data** and agreed funding for the **ANDII** to deliver the **NDDA** and includes a commitment by governments to co-govern the **NDDA** with the disability community.

**NDDA Operations team** support the **NDDA Council** and provide the day-to-day operations and management of the **NDDA**. The **NDDA Operations team** also supports the functions of the **NDDA Guardian**. The **NDDA Operations team** is made up of **officers** from the ABS and AIHW.

**Non-core NDDA content data** means **State** and **Territory-specific content data** created, maintained and held by **ADSPs** in the **ANDII Network**. **Non-core NDDA content data** can be **shared** under **data sharing agreements** between the **data custodian** (the ABS) and an **accredited user**.

**officer** means an employee, officer, contractor or agent.

**output** means any **data** that is a result or product of the **use** of the **shared data**. The **output data** is outlined in the 'output' section of the **data sharing agreements**.

**personal information** means information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- (a) whether the information or opinion is true or not; and
- (b) whether the information or opinion is recorded in a material form or not.

**prescribed work** means the agreed scope of work described in a contract between a client and contractor.

**Privacy Act** means the *Privacy Act 1988 (Cth)*.

**Privacy Impact Assessment** is a systematic assessment of a project that identifies the impact that the project might have on the privacy of individuals, and sets out recommendations for managing, minimising or eliminating that impact.

**project** has the same meaning as it has under the **DAT Act**.

**project approval** means approval for a project.

**project data sharing agreements** will capture **data use** for a project, and outline the project purpose (and how it is consistent with the agreed uses of the domain asset), **data**, **data users**, settings and **outputs**, and other key issues (e.g. timeframes). **Project data sharing agreements** will be agreed to by the **NDDA Guardian** and/or the **ANDII Guardian** and **project data sharing agreements** will be administered via **Dataplace**.

**providing access to data** includes both providing access to a particular entity and providing open access to the **data** (releasing the data).

**public interest** assessment includes activities that have a consideration of the potential benefits and risks to the economy, public health, the environment, and overall social wellbeing. The evaluation also has to pay attention to the risks and benefits for individuals and businesses as well as population groups, including vulnerable communities.

**public sector data** means **data** lawfully collected, created or held by or on behalf of a **Commonwealth body**, and includes **ADSP-enhanced data**.

**release** for the purposes of this Agreement aligns with the definition in the **DAT Act**. A reference to an entity **releasing data** includes a reference to the entity:

- a) providing another entity with access to the data; and
- b) providing open access to the data (**publicly releasing** the data).

**share** refers to the provision of access of **data** or the transfer of **data**.

**spine enhancement of state and territory** spines involves the creation of subsets of the **NLMap** and/or **Core demographics** within the **DATA Scheme** that can inform coverage or quality gaps in data.

**state** means the State of New South Wales, the State of Victoria, the State of Queensland, the State of Western Australia, the State of South Australia, or the State of Tasmania.

**state body** has the same meaning as the term has in the **DAT Act**.

**territory means** the Australian Capital Territory or the Northern Territory of Australia.

**territory body** has the same meaning as the term has in the **DAT Act**.

**Two-way data flows** describe the reciprocal data sharing arrangements within the **DATA Scheme** between the **Commonwealth**, **states** and **territories** via **data sharing agreements** between **Data Custodians**, **Accredited Data Service Providers** and **Accredited Users** to create, maintain and update, and provide access and **use** to the **ANDII Components** and **NDDA Components**. This will occur across the **ANDII Network** when **ANDII Components** or **NDDA Components** are **shared** via an intermediary (**ADSP**) in a secure access environment.

**use** means the access, storage, transfer, and/or transformation of data through contribution, consumption, or computation.