



MEMORANDUM OF UNDERSTANDING

BETWEEN

The Minister for Police

AND

Town of Port Hedland

FOR THE PROVISION OF A COORDINATED STATE CCTV NETWORK THAT
ALLOWS DATA SHARING BETWEEN OWNERS OF CCTV
CAMERAS FACING PUBLIC AREAS TO ENHANCE THE SAFETY AND
SECURITY OF THE WESTERN AUSTRALIAN COMMUNITY

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MEMORANDUM OF UNDERSTANDING

Date

This Memorandum of Understanding ('MOU') commences on the date properly executed by the Participants. If other Participants opt into this MOU at a later date, the obligations of this MOU will apply to those additional Participants on the date properly executed by those other Participants.

Parties

This MOU is made between:

1. The Minister for Police
2. Participants, as listed Clause A of the Schedule to this MOU together known as 'the Parties'.

Recitals

1. The Parties acknowledge that CCTV has increasingly featured in the community as a safety and crime prevention tool. The use of CCTV in public areas supports law enforcement, public amenity, counter terrorism and emergency services operations.
2. There are numerous CCTV systems in Western Australia (WA), many of which have cameras facing public areas that have the potential to contribute to improving community safety, security and public amenity outcomes. The State CCTV Strategy provides a clear vision and framework for how CCTV in public areas can best be used and provides the mechanism by which CCTV owners can volunteer the Data from any public facing camera that they manage to one or more agreed Clients. By coordinating the State's CCTV resources through a voluntary framework, the State CCTV Strategy aims to make the data sharing process in WA as efficient as possible, both for CCTV owners who donate Data and Clients (such as WA Police and emergency services) who are authorised to access this Data.
3. The State CCTV Register (currently called Blue Iris) will be reformed and updated to provide better functionality and operability for those CCTV owners who, subject to being approved as a Donor, wish to voluntarily provide Data from their public facing cameras. The State CCTV Register will form a comprehensive database containing information on the State's CCTV infrastructure and, in the event of an incident, WA Police and emergency services will be able to respond more effectively by obtaining Data from cameras detailed in the State CCTV Register.
4. A set of criteria and supporting documents will be published as part of the State CCTV Strategy to provide a range of information on CCTV and leading practice for owners of

CCTV systems to adopt, whether in the private or public domain. In addition, policy and whole-of-government guidance will be provided for State agencies and Local Government Authorities to support agency planning and coordination of CCTV and related infrastructure.

5. Of the CCTV owners who register their infrastructure, it is expected that a small subset will have a large number of cameras covering public spaces. These owners will be encouraged on a case by case basis to become connected so that WA Police can directly access their live, and potentially recorded, CCTV Data for safety and security purposes. Other Clients may be added if agreed by the CCTV owner and if they meet certain eligibility criteria. A technology solution will be trialled and developed as part of the State CCTV Strategy to connect these identified high value CCTV owners. This connection will serve to minimise disruption to Donor operations and increase police responsiveness to critical incidents.
6. Contributing to a safer and more secure WA is not limited to owners of traditional CCTV infrastructure, as everyone with a smart phone or tablet now possesses a CCTV camera. As part of the State CCTV Strategy, a Mobile Video Sharing solution will be tested to unlock this potentially rich source of Data, providing a new way for members of the community to themselves contribute to WA's safety and security.
7. The Parties acknowledge that limitations may exist in respect of legal and privacy issues, participation issues, and technological limitations. To address this, the State CCTV Strategy will review existing legislation; develop criteria, guidelines and procedures to govern the collection, use and storage of CCTV Data; and will prioritise the registered Donors to identify those of the highest value for public safety.
8. Under this MOU, WA Police will always be the primary client and will manage the CCTV State Strategy.

1. Memorandum of Understanding

This document is a statement of understanding and is not intended to create binding or legal obligations on any Party.

2. Interpretation

2.1. Definitions

2.1.1. In this MOU, unless a contrary intention appears:

Approved Client

means an approved receiver of Data pursuant to a Registered Agreement between an individual Donor and another person;

Approved Purposes

means the approved purposes for which Data may be accessed and used as described in Clause B of the Schedule;

Business Day	means a weekday other than a public holiday;
Client	means an Emergency Services Client or an Approved Client;
CCTV	means closed circuit television;
Commencement date	means the date this memorandum of understanding is executed by a Party;
Data	means any CCTV footage provided or accessible via the State CCTV Strategy;
Donor	means an approved provider of Data to the State CCTV Strategy;
Emergency Services Client	means an approved receiver of Data listed as a Participant in clause A.1 of the Schedule;
Harmful Code	includes any computer code or instruction that is intentionally designed, created, replicated or distributed to have the ability to damage, inhibit, interfere with or adversely affect computer programs or data or information and communications technology systems, or to compromise or adversely affect the security, integrity, confidentiality or privacy of such systems or programs or data of any person, or that otherwise is or is intended to be disruptive, vexatious, harmful, malicious, or destructive to any person or thing without limitation including any computer 'worm', 'Trojan horse', 'spyware', 'malware' or 'backdoor';
MOU	means this Memorandum of Understanding and its Schedule;
Participants	means Clients and Donors;
Personnel	means a Participant's officers, employees, agents, contractors and subcontractors (and, where relevant, each agent's contractor's and subcontractor's personnel);
Registered Agreement	means an agreement between a Donor and an Approved Client that has been registered with WA Police;
Security Incident	means a security breach, violation, contact or approach from those seeking or gaining unauthorised access to Data;

State CCTV Register	means the comprehensive database which will provide Participants with information on voluntarily registered CCTV cameras monitoring public spaces;
CCTV State Strategy	means the coordinated framework which facilitates data sharing between Donors and Clients;
WA Police	means Western Australia Police.

2.2. Construction

2.2.1. In this MOU, unless the contrary intention appears:

- a. words importing a gender include any other gender;
- b. words in the singular include the plural and words in the plural include the singular;
- c. clause headings are for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
- d. words importing a person include a partnership and a body whether corporate or otherwise;
- e. a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
- f. if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- g. the Schedule forms part of this MOU;
- h. if any conflict arises between the terms contained in the clauses of this MOU and any part of the Schedule, the terms in the clauses prevail;
- i. a reference to the Schedule, is a reference to the Schedule to this MOU, including as amended or replaced from time to time; and
- j. a reference to writing is a reference to any representation of words, figures or symbols, whether or not in a visible form.

3. Term

3.1. Term of this MOU

- 3.1.1. This MOU commences on the Commencement Date and remains in force indefinitely.
- 3.1.2. A review may be undertaken at any time as agreed by all Parties to this MOU.

4. Variation

4.1. Variation to this MOU

- 4.1.1. The list of Participants in Schedule A may be amended at any time by WA Police to reflect the addition or withdrawal of Participants to this MOU.
- 4.1.2. This MOU may otherwise be varied by the written agreement of all Parties.

5. Withdrawal

5.1 Withdrawal of a Participant from this MOU

- 5.1.1. A Participant may, by written notice of at least three months to WA Police, withdraw from this MOU at any time and such notice will take effect on a date determined by WA Police.
- 5.1.2. Upon notice of withdrawal, WA Police and the withdrawing Participant will produce a plan to manage transition and termination of the MOU and associated services.
- 5.1.3. Upon withdrawal of a Participant, the remaining Participants acknowledge they have no right to claim compensation or reimbursement of any kind.

6. Roles and Responsibilities of Parties

6.1 The Minister for Police

- 6.1.1. The Minister for Police is accountable for the implementation and outcomes of the State CCTV Strategy and provides oversight on behalf of the government of the day.

6.2 WA Police

- 6.2.1. WA Police are the primary Client and cannot be excluded from access to Data;
- 6.2.2. WA Police have sole discretion to permit Emergency Services Clients to access Data as and when required;
- 6.2.3. WA Police will:
 - i. maintain the State CCTV Register;
 - ii. assess and determine applications from persons wishing to be approved as a Participant;

- iii. maintain control of the State CCTV Strategy to allow access to Clients pursuant to this MOU;
- iv. determine if individual agreements between a Donor and another person for access to Data meet eligibility requirements and, if so, will approve the other person as an Approved Client and will register the agreement as a Registered Agreement;
- v. provide Donors with leading practice guidelines for CCTV system configuration and maintenance.

6.3 Donors

6.3.1. Donors may independently negotiate with other persons who are not Participants to establish parameters that will allow the other person to become an Approved Client on agreed terms;

6.3.2. Donors will:

- i. provide system capability to ensure access to Data by Clients as envisaged by this MOU;
- ii. provide access to a Data owned, controlled or operated by the Donor to Clients in accordance with clause 7.1;
- iii. if contacted by WA Police and requested to do so, store and preserve particular Data for the time period specified by WA Police;
- iv. provide WA Police a copy of any individual agreement reached with another person for access to Data and request WA Police assess it to approve the other person as an Approved Client and to register the agreement as a Registered Agreement; and
- v. provide initial user training to selected Personnel if required.

6.4 Clients

6.4.1. WA Police are permitted access to Data for the approved purposes described in Schedule B;

6.4.2. Emergency Services Clients are permitted access to Data for the approved purposes described in Schedule B at the sole discretion of WA Police;

6.4.3. All other Clients are permitted access to Data for the approved purposes described in Schedule B and as limited by any parameters outlined in the Registered Agreement relevant to that Client.

7. Ownership

7.1 No change to ownership

- 7.1.1. Nothing in this MOU affects the ownership of any Intellectual Property in Data or other information supplied by any Participant.
- 7.1.2. Donors are individually responsible for the storage and preservation of Data owned, controlled or operated by them.

- 7.1.3. Participants are individually responsible for CCTV infrastructure owned, controlled or operated by them.

8. Disclaimer

8.1 No warranty of accuracy

- 8.1.1. The Parties acknowledge that any Data made available under this MOU is made available to the Participants 'as is' and no guarantees are made by any Party to this MOU as to its accuracy or completeness.
- 8.1.2. The Parties disclaim all warranties, express or implied, and accept no liability for any errors or omissions the Data may contain.

8.2 No warranty of functionality

- 8.2.1. WA Police does not warrant the availability or performance of the State CCTV Strategy and accepts no liability for any malfunction, defect, and downtime resulting from system maintenance, unavailability, Harmful Code or any other performance issue related to the State CCTV Strategy.
- 8.2.2. WA Police will endeavour to provide timely advice of scheduled downtime to the Participants.

9. Other Responsibilities

9.1 Good faith

- 9.1.1. The Parties commit to working with each other in good faith to implement and comply with the terms of this MOU.

9.2 Maintenance of Data supplied by the Participants

- 9.2.1. The Parties acknowledge that WA Police is not responsible for the maintenance or accuracy of the Participants' Data available through the State CCTV Strategy;

9.3 Compliance with laws

- 9.3.1. The Parties will comply with all laws and legislation relevant to operating CCTV in public facing areas.
- 9.3.2. The Parties acknowledge that Data may fall within the meaning of 'document' for the purposes of the *Freedom of Information Act 1992*. If any Data becomes the subject of a request received by a Party under the *Freedom of Information Act 1992*, the Party will notify WA Police and otherwise act in accordance with the provisions of the *Freedom of Information Act 1992*.

9.4 Virus checking

- 9.4.1. The Participants will use their best endeavours to ensure that their participation in the State CCTV Strategy and provision of Data to Clients does not result in any Harmful Code being transferred.

10. Fees

10.1. No fees payable

10.1.1. No fees are payable to or by the Participants for the provision or use of Data pursuant to the State CCTV Strategy.

11. Confidential Information

11.1. Confidential Information not to be disclosed

11.1.1. A Party will not, without the prior written consent of the relevant Participant, disclose any Confidential Information of that Participant to a third party.

11.1.2. A Participant may impose conditions it considers appropriate when giving consent under this clause and the Party who has requested

11.2. Exceptions to responsibilities

11.2.1. The responsibilities of Parties under this clause do not extend to situations in which Confidential Information:

- i. is disclosed by a Participant to its Personnel solely in order to discharge its responsibilities or ensure discharge of another Participant's responsibilities under this MOU,
- ii. is disclosed to a Party's internal management Personnel to enable effective management or auditing of MOU-related activities,
- iii. is disclosed by a Participant to their responsible Minister,
- iv. is disclosed by a Party in response to a request by an Australian parliamentary house or a committee,
- v. is shared by a Party with their internal management boards,
- vi. is required by law to be disclosed, or
- vii. is in the public domain otherwise than due to a breach of this clause

11.2.2. Where a Party discloses Confidential Information to another person pursuant to clause 11.2.1, the disclosing Party must notify the person that the information is confidential and obtain agreement that the information will be kept confidential.

11.3. Additional Confidential Information

11.3.1. The Parties may agree in writing after the date of commencement of this MOU that certain additional information is to be Confidential Information for the purposes of this MOU.

11.4. Period of confidentiality

11.4.1. The responsibilities under this clause 11 continue, notwithstanding the withdrawal of a Participant.

12. Security

12.1. Secure Access to State CCTV Strategy

12.1.1. The Participants will collaborate to establish and maintain secure connectivity to the State CCTV Strategy as WA Police considers appropriate.

12.1.2. In addition to the clause 12.1.1, the Participants will ensure that all requirements as advised by WA Police to the Participants from time to time for securely accessing the State CCTV Strategy are in place and meet the specifications notified by WA Police.

12.2. Security Reports

12.2.1. The Participants will provide a written security report to WA Police immediately upon becoming aware that a Security Incident has or may have occurred.

12.2.2. The security report will include the following information:

- i. an outline of the Security Incident,
- ii. steps taken by the respective Participant to address the Security Incident,
- iii. where appropriate, recommendations for security improvements, and
- iv. any other information which WA Police reasonably requires in relation to the Security Incident.

13. Dispute resolution

13.1.1. The Parties agree that any dispute under the MOU shall be resolved in a spirit of fair and open communication at the level at which the issue arises.

13.1.2. If the dispute cannot be resolved at the lower level, the Party alleging a dispute will notify WA Police of the nature and details of the dispute. The dispute will then be dealt with through discussion and negotiation between the Parties.

13.1.3. In the event of a dispute, the Participants will, unless requested not to do so by WA Police, continue to perform their obligations under this MOU.

14. Notices

14.1. Format, addressing and delivery

14.1.1. A notice under this MOU is only effective if it is in writing addressed to the relevant Party.

14.1.2. A notice is to be:

- i. signed by the person giving the notice and delivered by hand; or
 - ii. signed by the person giving the notice and sent by pre-paid post;
- or
- iii. transmitted electronically by the person giving the notice by electronic mail or facsimile transmission.

14.2. Effective notice

14.2.1 A notice is deemed to be effected:

- i. *if delivered by hand* - upon delivery to the relevant address;
- ii. *if sent by post* - upon delivery to the relevant address;
- iii. *if transmitted electronically* - upon actual receipt by the addressee.

14.2.2. A notice received after 5.00 pm, or on a day that is not a Business Day in the place of receipt, is deemed to be effected on the next Business Day in that place.

SIGNED for and on behalf of: **Town of Port Hedland**

Honourable Liza Harvey MLA
Minister for Police WA Police

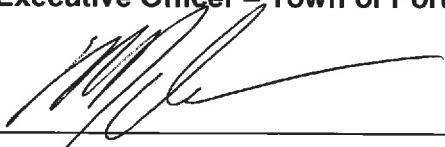
Signature

Date:

M.J. (Mal) Osborne
Chief Executive Officer – Town of Port Hedland

Signature

Date:


5/01/2016

SCHEDULE

A. Participants

A.1. Emergency Services Clients

- WA Police

A.2. Government Agencies

- To be confirmed

A.3. Local Government Authority

- Town of Port Hedland

A.4. Private Businesses/Persons

- To be confirmed

B. Approved Purposes for access to Data

B.1. Emergency Services Clients may access Data:

- following a critical incident in which the lives or safety of members of the public are or may be at risk, in order to coordinate the delivery of emergency services and/or response of law enforcement officers;
- to gather intelligence and/or evidence to assist in the prevention of crime or terrorist activities;
- to gather evidence following a critical incident;
- a purpose that is otherwise required by or under law.

B.2. Approved Clients may only access Data in accordance with a Registered Agreement and for the following purposes:

- crime deterrent strategies of relevance to the Approved Client;
- to improve community safety in an area of relevance to an Approved Client;
- to improve security outcomes in crime hotspots of relevance to an Approved Client;
- a purpose that is otherwise required by or under law.