

Memorandum of Understanding (MOU)	
<b>Australian Charities and Not-for-profits Commission (ACNC) details</b>	
Reference:	MOU2024/02
ACNC Commissioner:	The Commissioner of the Australian Charities and Not-for-profits Commission
ABN:	Australian Charities and Not-for-profits Commission (ABN 54 488 464 865)
Jurisdiction:	Commonwealth of Australia
MOU Manager:	Name: Mel Yates Position: Director of Reporting, Red Tape Reduction and Corporate Services Postal address: GPO Box 5108, Melbourne, VIC, 3001 Telephone: (03) [REDACTED] Email address: <a href="mailto:redtapereduction@acnc.gov.au">redtapereduction@acnc.gov.au</a>
<b>Office of the Registrar of Indigenous Corporations (ORIC) details</b>	
Registrar:	Registrar of Aboriginal and Torres Strait Islander Corporations
ABN:	30 429 895 164
Jurisdiction:	Commonwealth of Australia
MOU Manager:	Name: Ben Murray Position: Manager Systems and Reporting Postal address: PO Box 29, Woden ACT, 2606 Telephone: 1800 622 431 E-mail address: <a href="mailto:info@oric.gov.au">info@oric.gov.au</a>
<b>MOU details</b>	
Expiry date of MOU:	Ongoing
This MOU replaces:	The MOU signed 4 October 2021
Termination notice period:	3 months
Frequency of meetings:	To be held annually and/or as required
<b>Data exchange details</b>	
ACNC Data:	Schedule 1 of Annexure A
ORIC Data:	Schedule 2 of Annexure A

**Signed by:**  
Sue Woodward AM  
ACNC Commissioner  
Australian Charities and Not-for-profits  
Commission

Signature

[REDACTED SIGNATURE]

Date 29 May 2024

**Signed by:**  
Andrew Huey  
Deputy Registrar  
Office of the Registrar of Indigenous Corporations

Signature

[REDACTED SIGNATURE]

Date 31/6/2024

## MOU details

### Parties

1.1 This Memorandum of Understanding (MOU) is between:

- the Registrar of Aboriginal and Torres Strait Islander Corporations (Registrar), and
- the Commissioner of the Australian Charities and Not-for-profits Commission (ACNC).

### Definitions

2.1 In this MOU the following terms are defined:

Term	Meaning
ACNC Act	<i>Australian Charities and Not-for-profits Commission Act 2012 (Cth)</i>
ACNC Data	Data referred to in Item 1 of Schedule 1 of this MOU
ACNC Registered Entity Tick	Electronic or hardcopy image of a tick that identifies charities that are registered with the ACNC
ACNC Register	Has the meaning of 'Register' given in s 300-5 of the ACNC Act
CATSI Act	<i>Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)</i>
Confidential information	Has the meaning given in clause 23.2
Corporation	An entity registered under the CATSI Act
Intellectual Property	Has the meaning given in clause 24.2
MOU	This Memorandum of Understanding
ORIC Data	Data referred to in Item 1 of Schedule 2 of this MOU
Protected ACNC Information	Has the meaning given in clause 25.2
Registered entity	An entity registered under the ACNC Act, as defined in s 300-5 of the ACNC Act
Schedule 1	A schedule by which a specific set of ACNC Data is to be shared, and recording the terms and conditions specific to ACNC Data. Schedule 1 is attached to this MOU in Annexure A
Schedule 2	A schedule by which a specific set of ORIC Data is to be shared, and recording the terms and conditions specific to ORIC Data. Schedule 2 is attached to this MOU in Annexure A
Withheld Information	Information withheld (or removed) from the ACNC Register under s 40-10 of the ACNC Act

## Purpose of this MOU

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- 3.1 This MOU sets out a framework for cooperation between the Australian Charities and Not-for-profits Commission (**ACNC**) and the Office of the Registrar of Indigenous Corporations (**ORIC**). The MOU facilitates liaison, cooperation, assistance and the exchange of information and materials to improve the outcomes for both organisations.

## Commencement and duration of this MOU

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- 4.1 This MOU commences on the date it is signed by the last party to sign it and continues until its expiry date identified in the MOU Details, unless terminated earlier:
- by the parties at any time by mutual agreement, or
  - by either party giving the other a notice of not less than the termination notice period identified in the MOU Details.

## Status of this MOU

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- 5.1 This MOU does not create legally enforceable obligations for the parties.

## Existing arrangements between the parties

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- 6.1 This MOU revokes and replaces the existing arrangements (if any) identified in the MOU Details.

## Review of this MOU

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- 7.1 Each MOU manager will keep the operation of this MOU under continuous review and will consult the other to improve its operation and resolve any matters which may arise.

## Liaison and referral of matters

### Liaison

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- 8.1 The parties agree that, where appropriate, they will consult each other on matters of mutual interest. This includes exchange of information, referral of matters, statutory activities of each agency, capacity building and training, information and other services to clients, policy development and implementation, legislative amendments, and research and analysis.

The MOU manager or nominated staff member will liaise, communicate and exchange information, materials, research and resources between the parties under this MOU.

### Referral of matters

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- 9.1 The parties recognise that once a complaint is received or an initial investigation has been conducted by a party, it may become apparent that the matter more appropriately falls within the jurisdiction of the other party (**Referred Matter**).
- 9.2 Both agencies therefore agree that in these instances, the enforcement objectives of each party will be enhanced if, after consultation, the Referred Matter is formally referred to and continued by that other agency according to its processes. The referral should be made as soon as practicable after the principal contravention is identified.

- 9.3 The parties acknowledge that there may be circumstances where a Referred Matter will also be referred to other relevant federal, state and/or territory regulatory agencies. In those circumstances, the referring party may choose to notify the other before the referral is made.

## Exchange of information

### Exchange of information

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- 10.1 The parties will keep each other advised, in a timely manner, of matters relevant to each other's jurisdiction consistent with their statutory obligations. Subject to legislative restrictions on disclosure, the parties may:
- share information obtained during the normal course of their duties that may be relevant, such as referral or complaint information
  - request from each other information about a specific entity
  - collaborate on cases of suspected non-compliance, including those that may result in the use of regulatory powers, where an entity is both a corporation and a registered entity
  - share intelligence about risks that have been identified with specific entities
  - share intelligence identifying emerging risks, themes and opportunities where appropriate.

### Providing ACNC Data

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- 11.1 In addition to any case-by-case request for information, the ACNC Commissioner will arrange for the information identified in Item 1 of Schedule 1 to be supplied to the Registrar:
- in the format/s and by the methods described in Item 2 of Schedule 1, and
  - at the frequency and time/s described in Item 3 of Schedule 1.
- 11.2 If – due to a change in circumstances or for any other reason – the law no longer allows the ACNC Commissioner to disclose any ACNC Data or detail/s in it to the Registrar, the ACNC Commissioner will not make that disclosure. The ACNC will advise the Registrar's MOU Manager as soon as practicable but no later than 7 days after the law changes.

### Using ACNC Data

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- 12.1 Information in the ACNC Data provided to the Registrar must only be used:
- for the purpose of disclosure as identified in Item 4 of Schedule 1, and
  - to enable or assist the performance or exercise of the specific functions identified in Item 4 of Schedule 1.
- 12.2 The Registrar is responsible for assessing the suitability of that information for those uses. The Registrar must immediately notify the ACNC Commissioner if any such function does not or ceases to comply with those purposes.

### Providing ORIC Data

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- 13.1 In addition to any case-by-case request for information, the Registrar will arrange for the information identified in Item 1 of Schedule 2 to be supplied to the ACNC Commissioner:
- in the format/s and by the methods described in Item 2 of Schedule 2, and
  - at the frequency and time/s described in Item 3 of Schedule 2.

- 13.2 If – due to a change in circumstances or for any other reason – the law no longer allows the Registrar to disclose any ORIC Data or detail/s in it to the ACNC Commissioner, the Registrar will not make that disclosure. The Registrar will advise the ACNCs MOU Manager as soon as practicable but no later than 7 days after the law changes.

## Using ORIC Data

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- 14.1 Information in ORIC Data provided to the ACNC must only be used:
- for the purpose of disclosure as identified in Item 4 of Schedule 2, and
  - to enable or assist the performance or exercise of the specific functions identified in Item 4 of Schedule 2.
- 14.2 The ACNC Commissioner is responsible for assessing the suitability of that information for those uses. The ACNC must immediately notify the Registrar if any such function does not or ceases to comply with those purposes.

## Fees

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- 15.1 Both agencies will provide material to each other without charge or for reasonable actual costs as may be agreed in advance of a party incurring that cost from time to time.

## Data exchange provisions

### Responsibilities in relation to data

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- 16.1 The information held by a party relating to its clients and other third persons (its **data**) may not be accurate, up-to-date, complete or error-free.
- 16.2 Each party is responsible for:
- acting in accordance with, and meeting obligations imposed by this MOU and the law,
  - amending its data within a reasonable time of it being formally notified by a person of changes to their details or of any inaccuracy, omission, defect, or error in that data relating to them,
  - taking reasonable measures to ensure its data is free from malicious computer codes, and
  - testing data it receives from the other party to ensure that data is free from malicious computer codes. Where malicious computer codes are identified, the other party must be notified as soon as practicable but no later than 7 days after the identification of the malicious computer code(s).

### Third party claims relating to data

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- 17.1 If a party receives notice of a claim directed against it by a third person concerning any alleged error, defect, inaccuracy, or omission in the data provided to, or received from, the other party under this MOU:
- the party receiving that notice will be responsible for responding to that claim, and is to notify the other party of that claim within 7 days of that receipt,
  - each party is to provide the other with all reasonable assistance in relation to that claim, and
  - where that claim is the result of that other party's failure to act in accordance with its responsibilities under this MOU or the law, the receiving party may request the other party to reimburse its reasonable costs in responding to and meeting that claim.

## Data integrity, confidentiality, and protection

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18.1 Each party will – in relation to the data provided to it by the other party under this MOU:

- notify the other party as soon as practicable of any possible error or defect in that data
- take all reasonable measures to maintain the confidentiality of that data, and ensure that data is only used for the purposes for which that data was provided and is only accessed by persons who have a legitimate 'need-to-know' to perform their duties
- data is transferred over agreed secured transfer channels
- ensure that data is protected by such security safeguards, as are reasonable in the circumstances, against loss, destruction, or unauthorised access, modification, disclosure, recording or use
- ensure that data is not transferred, or allowed to be accessed by persons, outside Australia without the other party's prior approval (unless otherwise permitted under this MOU or an existing overseas information exchange related agreement)
- comply with any reasonable request of the other party to deal with that data in a particular way, and
- in the event that a breach has been identified as being an Eligible Data Breach under the Notifiable Data Breach Scheme (as per *Part IIIIC of the Privacy Act 1988*), notify all affected parties and individuals, take appropriate mitigating actions, and comply with all other obligations under the *Privacy Act 1988* in relation to the breach.

## Cyber Security Incidents

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19.1 Each party is to inform the other party (and the required official external bodies where appropriate) as soon as practicable of any cyber security incidents or breaches to its own ICT systems that impact:

- services for any system which stores, processes or communicates ACNC or ORIC information, or
- the confidentiality or integrity of that data.

19.2 Each party is to ensure that cyber security incidents are recorded.

## Review of data integrity procedures, systems, and safeguards

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20.1 Each party may review the systems, procedures, and security safeguards that the other party has in place for maintaining the confidentiality and integrity of its data, but a party seeking to conduct any such review:

- must give the other party reasonable notice of that review, and first consult with that other party as to the scope and criteria of that review,
- must comply with the other party's reasonable requirements and directions while on its premises, and
- must not remove any material from the other party's premises without its prior written approval.

## Identification of ORIC Corporations that are also registered entities

### Use of the ACNC Registered Entity Tick on the ORIC Public Register

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21.1 The ACNC agrees to:

- ORIC displaying the ACNC Registered Entity Tick on the ORIC public register record of corporations that are also registered charities with the ACNC,

- provide ORIC with an electronic version of the Registered Entity Tick to use on the ORIC public register record of registered entities, and
- provide ORIC with a copy of the ACNC Visual Brand Guidelines for the ACNC Registered Entity Tick.

**21.2** ORIC agrees to:

- only display the ACNC Registered Entity Tick on ORIC registered corporation records that are also registered entities as set out in Item 1 of Schedule 1 of the MOU
- remove the ACNC Registered Entity Tick from the ORIC public register record when:
  - a corporation ceases to be a registered entity as notified by the ACNC as per Item 1 of Schedule 1 of the MOU;
  - a corporation deregisters with, or is deregistered by ORIC; or
  - upon request from the ACNC.
- present the ACNC Registered Entity Tick in accordance with the ACNC Visual Brand Guidelines, and
- where possible, embed a link from the ACNC Registered Entity Tick to the charity's record on the ACNC Charity Register for each instance of its use on the ORIC public register.

## Operative provisions

### Mutual assistance

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- 22.1** The parties will be open, honest, cooperative, and responsive to each other, respecting each other's functions and roles, and providing each other with positive assistance whenever possible.

### Confidentiality

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- 23.1** A party may only disclose Confidential Information of the other party if that disclosure does not breach any law (including the on-disclosure provisions in subdivision 150-D of the ACNC Act, Part 15-2 of the CATSI Act and the *Privacy Act 1988* (Cth)) and is made:

- to its responsible Minister or in response to requests for information from Parliamentary committees or inquiries,
- with the prior written approval of the other party (and provided it complies with any terms and conditions imposed as part of that approval by that other party), or
- as required by applicable government direction, policy, or law.

**23.2** Each party must:

- use due care to safeguard the other party's Confidential Information and comply with any requirements specified by a party from time to time, and
- notify the other party (as soon as practicable and within one day) if the party suspects or becomes aware of any unauthorised access, copying, use, disclosure in any form, damage or destruction of any of the other party's Confidential Information.

- 23.2** **Confidential information** of a party means information relating to the business, affairs or clients of that party which is confidential in nature and the other party knows (or should reasonably know), is confidential, but excluding information which becomes public knowledge otherwise than through the other party's fault or negligence. Most Confidential Information is likely to be Protected ACNC Information as defined in the ACNC Act, or Protected Information as defined in the CATSI Act.

### Intellectual property

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- 24.1** Nothing in this MOU transfers, or gives any exclusive rights over, any Intellectual Property of either party to the other. Each party recognises and respects the other's Intellectual Property, and will:

- not assert ownership of all or any part of the other's Intellectual Property, and
- only use the other's Intellectual Property as authorised by that other party or as permitted by law.

**24.2 Intellectual Property** means all rights and interests arising from intellectual activity in the scientific, literary, artistic, and industrial fields, including those in the nature of copyright, patents, designs, trade and service marks, and trade and business names, whatever they are called and wherever and however they arise.

## Use and release of information

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**25.1** Each party must comply with all laws that govern its use and release of information, including under the ACNC secrecy provisions in Part 7-1 of the ACNC Act, the protection of information provisions in Part 15-2 of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (CATSI Act), and the *Privacy Act 1988* including obligations under the Privacy (Australian Government Agencies – Governance) APP Code 2017 and the eligible data breach scheme in part IIIC of the Privacy Act 1988.

**25.2 Protected ACNC Information** as defined in section 150-15 of the ACNC Act is information that:

- was disclosed or obtained under or for the purposes of the ACNC Act, and
- relates to the affairs of an entity, and
- identifies, or is reasonably capable of being used to identify, the entity.

**25.3** A disclosure of Protected ACNC Information can only be made when an exception contained in the secrecy provisions allows this to occur, and the Registrar is subject to the on-disclosure secrecy provisions in subdivision 150-D of the ACNC Act. Item 4 of Schedule 1 to this MOU details the legislative basis for disclosing ACNC Data to the Registrar, and how it can be used once disclosed.

**25.4 Protected Information** is defined in section 604-5 of the CATSI Act and includes, broadly, information that:

- is provided in confidence to the Registrar or another person in connection with the performance of a function of the Registrar or the exercise of a power of the Registrar;
- relates to the affairs of an Aboriginal and Torres Strait Islander corporation or related body corporate;
- relates to the affairs of an officer or member of such corporations or related body corporates; or
- relates to the affairs of a person who has had, has or proposes to have, dealings with such corporations or related body corporates.

**25.5** A disclosure of Protected Information under the CATSI Act is only authorised in the manner set out under subdivision 604-25 and the ACNC is subject to those provisions. Item 4 of Schedule 2 to this MOU details the legislative basis for disclosing ORIC data to the ACNC, and how it should be used once disclosed.

## Privacy complaints

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**26.1** If a party receives a complaint alleging an interference with the privacy of an individual by the other party:

- the party receiving that complaint will immediately notify the other party of the nature of that complaint and such details of that complaint as are necessary to minimise any (or further) interference, and
- each party is to keep the other party informed as to the progress of that complaint as it relates to the other party's actions in connection with that allegation of interference.

**26.2** If the Australian Privacy Commissioner directs a party to take particular action concerning the handling of personal information, the other party's MOU Manager will co-operate with any reasonable request or direction that may result.



## Administration of this MOU

### Publication of this MOU

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- 27.1 The parties may make this MOU publicly available. A party making this MOU, or the existence of it, publicly available, will notify the other party's MOU Manager in advance of such publication.

### MOU Managers

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- 28.1 A party's **MOU Manager** is the person identified as such in the MOU Details, or such other person (or person in such other position) as that party otherwise notifies the other party from time to time.

### MOU Managers to administer MOU

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- 29.1 The parties' MOU Managers are to monitor and evaluate the operation and progress of this MOU.
- 29.2 The MOU Manager or delegated staff member will liaise, communicate and exchange information, materials, research and resources between the agencies under this MOU.
- 29.3 Where reasonably required, each party's MOU Manager is to provide a statement as to that party's compliance with this MOU to the other MOU Manager.

### Related procedures

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- 30.1 The parties' MOU Managers may from time to time, and in writing, agree to additional procedures (consistent with this MOU) for the administration of this MOU and the provision of data under it.

### Meetings

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- 31.1 The parties' MOU Managers are to meet at the frequency indicated in the MOU Details for the purposes of administering this MOU. Those meetings:
- may be called by either MOU Manager giving reasonable notice to the other,
  - may be held in person or through any technological means, and
  - may be attended by an MOU Manager or a nominee.

## About this MOU

### Interpretation of this MOU

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- 32.1 In this MOU, unless the contrary intention appears:
- a schedule, annexure, or other attachment to this MOU forms part of this MOU,
  - the singular includes the plural and vice versa, and a gender includes all other genders, and
  - a reference to a 'person' includes a partnership or body whether incorporated or not.

### Dispute resolution

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- 33.1 The parties must attempt to resolve any dispute concerning this MOU by negotiations between the MOU Managers. However, if those negotiations fail to resolve that dispute:

- either party may give the other a notice setting out specific details of that dispute, and reporting the failure of negotiations to resolve it, and
  - if that dispute remains unresolved through negotiations between the MOU Managers, that dispute is to be escalated through the parties' relevant management levels, until resolved.
- 33.2 Each party will bear its own costs in complying with this clause and will, to the extent possible, continue to perform its obligations under this MOU pending resolution of the dispute.

## Notices

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- 34.1 Notices under this MOU must be in writing, marked for the attention of the recipient's MOU Manager, and sent to that MOU Manager's address by e-mail transmission or other agreed means. Notices will be taken to be received by the recipient on the business day following the day on which the transmission was sent to the recipient's email system.
- 34.2 A notice that is given by a party may be signed by that party's MOU Manager or other authorised officer.

## Variation of this MOU

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- 35.1 Either party may propose a variation of this MOU by giving the other party a notice setting out details of the proposal. Unless otherwise indicated, this MOU can only be varied by agreement of the parties in writing.
- 35.2 The table below lists the variations made to this MOU.

Date variation given effect to	Nature of variation

## Obligations on termination or expiry

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- 36.1 This MOU will, from the date of its termination or expiry, continue to apply to an exchange of information requested, but not effected, before that date (provided the law allows that exchange to be made).
- 36.2 The following clauses survive the termination or expiry of this MOU:
- Clause 12 – Using ACNC Data
  - Clause 14 - Using ORIC Data
  - Clause 16 – Responsibilities in relation to data
  - Clause 17 – Third party claims relating to data
  - Clause 18 – Data integrity, confidentiality, and protection
  - Clause 23 – Confidentiality
  - Clause 24 – Intellectual property
  - Clause 25 – Use and release of information
  - Clause 26 – Privacy complaints
  - Clause 36 – Obligations on termination or expiry

## Annexure A

### Schedule 1

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#### Item 1 – ACNC data to be supplied

For entities registered with the ACNC that have provided an Indigenous Corporation Number, the ACNC will provide ORIC with the following data:

##### **Dataset one**

A report of newly registered ACNC charities (excluding withheld charities) for the previous month, including:

- legal name of the charity, as displayed on the ACNC Register
- Australian Business Number
- Indigenous Corporation Number, where held by ACNC
- effective registration date
- a link to the charity record URL on the ACNC Register.

##### **Dataset two**

A report of all registered ACNC charities with an ICN (excluding withheld charities), including:

- legal name of the charity as displayed on the ACNC Register
- Australian Business Number
- Indigenous Corporation Number, where held by ACNC
- a link to the charity record URL on the ACNC Register.

or as otherwise agreed in writing by the parties' MOU Managers from time to time.

#### Item 2 – Format and method of supply of ACNC Data

##### **Format and method**

Data sets will be classified using the dissemination limiting marker of 'sensitive' in accordance with the Australian Government's Protective Security Policy Framework, and are to be supplied via email to the ORIC's MOU Manager (or nominated contact) as .xlsx files, or as otherwise agreed to by the MOU Managers from time to time.

#### Item 3 – When ACNC Data is to be supplied

Data sets will be provided monthly or as agreed in writing by the parties' MOU Managers.

#### Item 4 – How ACNC Data can be used

##### **Purpose of disclosure and legislative authority**

ACNC Data will be disclosed to ORIC under the ACNC Act:

- for the purposes of ensuring the integrity and accuracy of the ACNC Register, specifically to enable the reporting requirements, duty to notify requirements and collection by ORIC in relation to ORIC regulated corporations that are registered charities to ensure data is kept accurate, and
- to reduce red tape for ORIC regulated corporations that are registered charities by enabling updates provided by ORIC to be used to update the ACNC Register,
- under the legislative authority of:

- the ACNC Act and the *Australian Charities and Not-for-profit Commission (Consequential and Transitional) Act 2012*
- the Australian Charities and Not-for-profits Commission Regulations 2022
- the *Charities Act 2013*
- the *Privacy Act 1988*
- the *Freedom of Information Act 1982*.

### **Specific functions supported**

The specific functions which the information in ACNC Data can be used to support are:

- data integrity – provide complete and accurate ACNC Data (excluding withheld charities) for the purpose of ensuring the integrity and accuracy of the ACNC Register, specifically the information collected by ORIC to enable the ACNC to update the ACNC Register for:
    - changes to the charity's responsible persons, and
    - changes to governing documents, address for service address, General Reports, Financial Reports, ORIC registered status, and the link to the ORIC corporation's Register containing those documents.
  - such other function/s (that comply with the purpose of disclosure identified above) as are otherwise agreed in writing by the parties' MOU Managers from time to time.
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### **On-disclosure of ACNC Data**

ACNC Data that is Protected ACNC Information and is disclosed to ORIC pursuant to an exception to the ACNC secrecy provisions in Part 7-1 of the ACNC Act, is subject to the on-disclosure provisions in Subdivision 150-D of that ACNC Act. Protected ACNC Information will be expressly identified as such in the disclosure.

ORIC is responsible for obtaining its own legal advice in relation to its compliance with the ACNC Act secrecy provisions and the on-disclosure of Protected ACNC Information in particular.

## Schedule 2

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### Item 1 – ORIC data to be supplied

For registered ORIC corporations also registered with the ACNC, ORIC will provide the ACNC with the following data:

- Indigenous Corporation Number
- the type of match conducted either by Legal name of registered charity, as on the ACNC Register, or by Indigenous Corporation Number
- legal name of ORIC corporation, as on the ORIC Register
- the registration status as on the ORIC Register
- Australian Business Number, where held by ORIC
- the Date of incorporation of ORIC corporation
- the Financial year end date of ORIC corporation
- the main business address of ORIC corporation
- the corporation phone number, where held by ORIC
- the corporation email address, where held by ORIC
- the preferred method of contact for the ORIC corporation
- the unique link to the individual ORIC Register record for each ORIC corporation
- status of the current period General Report (such as not required, submitted, exempted)
- status of the current Financial Report (such as not required, submitted, exempted)
- status of the current Director Report (such as not required, submitted, exempted)
- the names of all directors
- the date of birth of all directors, if held by ORIC
- the primary phone number of all directors, if held by ORIC
- the email address of all directors, if held by ORIC
- the residential address for all directors and where a director uses an alternate address, the alternate address

For deregistered ORIC corporations that are registered with the ACNC or previously registered with the ACNC, ORIC will provide the ACNC with the following data:

- Indigenous Corporation Number
- the type of match conducted either by Legal name of registered charity, as on the ACNC Register, or by Indigenous Corporation Number
- legal name of ORIC corporation, as on the ORIC Register
- the registration status as on the ORIC Register
- Australian Business Number, where held by ORIC
- the Date of incorporation of ORIC corporation
- the Financial year end date of ORIC corporation
- the main business address of ORIC corporation
- the corporation phone number, where held by ORIC
- the corporation email address, where held by ORIC
- the preferred method of contact for the ORIC corporation
- the unique link to the individual ORIC Register record for each ORIC corporation

- the reason for deregistration
- the date of deregistration

or as otherwise agreed in writing by the parties' MOU Managers from time to time.

## Item 2 – Format and method of supply of ORIC Data

### Format and method

Data sets will be classified using the dissemination limiting marker of 'sensitive' in accordance with the Australian Government's Protective Security Policy Framework, and are to be supplied to the ORIC's MOU Manager (or nominated contact) as .xlsx files, or as otherwise agreed to by the MOU Managers from time to time.

## Item 3 – When ORIC Data is to be supplied

Data sets will be provided monthly or as agreed in writing by the parties' MOU Managers.

## Item 4 – How ORIC Data can be used

### Purpose of disclosure and legislative authority

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ORIC data is disclosed under the legislative authority of, and subject to, the CATSI Act (in particular, sections 604-5, 604-10 and 604-15) and the *Corporations (Aboriginal and Torres Strait Islander Regulations 2017* (in particular, section 54):

- for the purposes of ensuring the integrity and accuracy of the ACNC Register, specifically its reflection of the reporting requirements and duty to notify requirements of the ORIC corporation registered with the ACNC
- for the ACNC Register to provide a link to the ORIC register record
- to reduce red tape for ORIC regulated corporations that are registered entities by enabling updates provided by ORIC to be used to update the ACNC Register.

The disclosure of protected information obtained under the CATSI Act is authorised where it is:

- for the purpose of the CATSI Act or is required or authorised by a law of the Commonwealth, the State or Territory (section 604-25(1),
- made by the Registrar in the performance of a duty or the exercise of a function of the Registrar (section 604-25(2)(a).

### Specific functions supported

The specific functions which the information in ORIC Data can be used to support are:

- data integrity – provide complete and accurate ORIC Data for the purpose of ensuring the integrity and accuracy of the ACNC Register, specifically the information collected by ORIC to enable the ACNC to update the ACNC Register.
- or such other function/s (that comply with the purpose of disclosure identified above) as are otherwise agreed in writing by the parties' MOU Managers from time to time.

### On-disclosure of Protected Information under the CATSI Act

ORIC Data or such other information that is protected information and is disclosed to ACNC pursuant to an authorised disclosure under Part 15-2 of the CATSI Act, is subject to the authorised use and disclosure provisions in Subdivision 604-25 of the CATSI Act. ORIC's Protected Information will be expressly identified as such in the disclosure.

The ACNC is responsible for obtaining its own legal advice in relation to its compliance with the CATSI Act and the authorised use and disclosure of that protected information.