



MEMORANDUM OF UNDERSTANDING BETWEEN

COMMONWEALTH OF AUSTRALIA

represented by

the AUSTRALIAN BUREAU OF STATISTICS ('ABS')

ABN 26 331 428 522

AND

AUSTRALIAN CAPITAL TERRITORY ELECTORAL COMMISSION

ABN 98 636 852 025

**in relation to Advice for a Quality Assurance Scheme for Scanned Votes in
ACT Elections**

THIS Memorandum of Understanding is made on the date of execution (date the last party signs).

Between the Parties:

The Australian Bureau of Statistics (ABS) ABS House, 45 Benjamin Way, Belconnen ACT 2617
and

Australian Capital Territory Electoral Commission, Nara Centre, 3 Constitution Avenue,
Canberra ACT 2601

The Parties agree to the following terms and conditions for the purpose of conducting work as detailed in Schedule 1, being for advice for a quality assurance scheme for scanned votes in ACT elections.

NOW IT IS HEREBY AGREED as follows:

1 Definitions:

In this Memorandum of Understanding (MoU) unless the contrary intention appears:

- 1.1.1 'MoU' means the clauses of this Memorandum of Understanding, the schedules, and any attachments
- 1.1.2 'ABS' means the employees and agents of the Australian Bureau of Statistics
- 1.1.3 'Elections ACT' means the employees and agents of the Australian Capital Territory Electoral Commission
- 1.1.4 'Parties' means the ABS and Elections ACT
- 1.1.5 'Confidential Information' means information that:
 - is by its nature confidential
 - is designated by the Parties as confidential
 - the Parties know or ought to reasonably know is confidential or
 - should reasonably be regarded in all the circumstances as being confidential.
- 1.1.6 'Intellectual Property' includes all copyright and neighbouring rights, and all rights in relation to inventions (including patents), plant varieties, registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know-how) and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

2 Interpretation:

- 2.1 Words importing a gender include any other gender.
- 2.2 Words in the singular number include the plural and words in the plural number include the singular.
- 2.3 Clause headings in this MoU are for reference only and have no effect in limiting or extending the language of the provisions to which they refer.
- 2.4 In the event of any inconsistency between the terms and conditions contained in the clauses of the MoU and any part of the Schedule and annexures (if any) then the terms and conditions of the clauses shall take precedence to the extent of the inconsistency.

3 Collection Authority and Governing Legislation:

- 3.1 The Australian Bureau of Statistics is Australia's official statistical agency. The ABS' functions and responsibilities are set out in the *Australian Bureau of Statistics Act 1975* and the *Census and Statistics Act 1905*.
- 3.2 (Not Used).
- 3.3 The Parties agree that if any term of this MoU conflicts with an aspect of the *Census and Statistics Act 1905* (Cth), delegated legislation made pursuant to that Act or any other legislation governing the Parties, that term will be void or that part of the service will not be performed as the case may be.

4 Entire MoU and Variation:

- 4.1 This MoU constitutes the entire arrangement between the Parties and supersedes all communications, negotiations, memoranda of understanding and arrangements, either oral or written, between the Parties with respect to the subject matter of this MoU.
- 4.2 This MoU merely constitutes a statement of the mutual intentions of the Parties and each party agrees that:
 - it does not constitute an obligation binding on any party; and
 - it creates no rights in favour of any of the Parties.
- 4.3 Any arrangement or understanding varying or extending the terms of this MoU, shall not be valid unless agreed in writing by appropriate delegates of both Parties.
- 4.4 In the event of a Machinery of Government change or significant government decision affecting a Party or Service under this MoU, the Parties will:
 - use all reasonable endeavours to ensure the continuity of Services under the MoU; and
 - promptly review the MoU and execute a variation or termination (in accordance with clause 12) as appropriate.

5 Duration of MoU:

- 5.1 The term of the MoU will be from the Date of Execution to [15 November 2024](#).
- 5.2 The Parties agree to execute a variation if required.

6 Purpose:

- 6.1 The purpose of this Arrangement is to provide advice for a quality assurance scheme for scanned votes in ACT elections.
- 6.2 (Not Used).

7 Fees, Allowances and Assistance:

- 7.1 Elections ACT will remain responsible for the payment fees outlined in Schedule 2.
- 7.2 ABS will invoice Elections ACT for the expenses as specified in Schedule 2.

8 Privacy:

- 8.1 The Parties agree to comply with *the Privacy Act 1988* (Cth), including the Australian Privacy Principles.
- 8.2 If a party receives a complaint alleging an interference with the privacy of an individual by the other party arising out of the operations of this Arrangement:
 - the party receiving that complaint will immediately notify the other 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 informed as to the progress of that complaint as it relates to the other's actions in connection with that allegation of interference.
- 8.3 If the Privacy Commissioner directs a party to take particular action concerning the handling of Personal Information, the other party will co-operate with any reasonable request of that party to enable the party to comply with the Privacy Commissioner's direction.

9 Confidentiality:

- 9.1 Neither party shall disclose the confidential information of the other party without prior written approval of the other party.
- 9.2 Clause 9.1 does not apply to information that is:
 - legally required to be disclosed
 - is or becomes public knowledge other than through breach of clause 9.1; or
 - has been independently developed or acquired by the receiving agency.

10 Copyright and Intellectual Property:

- 10.1 Unless otherwise agreed in writing, all work produced by either Party in the course of this MoU, and copyright in that work, shall belong to the party which created it and will continue to do so after the termination of this MoU.

11 Dispute Resolution:

- 11.1 In the event of a dispute arising between the Parties in relation to this MoU, both Parties will endeavour to negotiate in good faith to resolve the dispute in a reasonable and timely manner, including escalation to senior managers if required.

12 Termination:

12.1 This MoU may be terminated by either Party by 2 weeks written notice at any time during the term of this MoU.

12.2 Where this MoU is terminated under clause 12.1:

- Elections ACT agrees to pay ABS any outstanding amount of funding that is due in relation to the work that has already been completed; and
- Elections ACT agrees to repay ABS any amount of funding that has been paid for work that has not and will not be completed.

13 Notice and Managers:

13.1 Any notice, request, or other communication to be given or served pursuant to this MoU shall be in writing and addressed to the following contacts:

ABS

Name	[REDACTED]
Job Title	Principal Advisor, Survey Methodology
Branch/Section/Division	Methodology and Data Science Division
Organisation	Australian Bureau of Statistics
Phone	[REDACTED]
Email	[REDACTED]

Elections ACT

Name	Rohan Spence
Job Title	Deputy Electoral Commissioner
Branch/Section/Division	Elections ACT
Organisation	ACT Electoral Commission
Phone	[REDACTED]
Email	[REDACTED]

14 Signatories:

This MOU may be executed in two or more counterparts, each of which will be deemed an original and all of which taken together will be deemed to constitute one and the same documents.

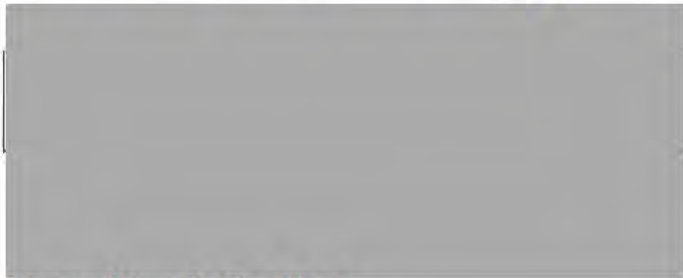
The parties agree that this MoU may be signed by either or both parties by facsimile or electronically, both parties represent that they are authorised to sign this document.

Agency Name

Australian Bureau of Statistics

Full name and title of Delegate

Anders Holmberg, General Manager MDSD



Date

7/9 2023

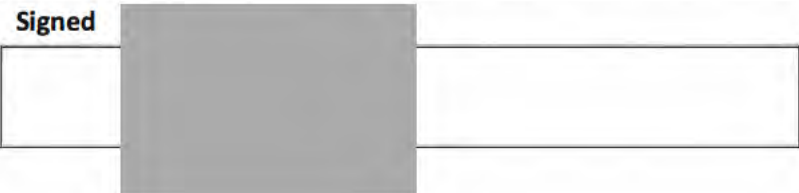
Agency/Organisation Name

Australian Capital Territory Electoral Commission

Full name and title of Delegate

Rohan Spence, Deputy Electoral Commissioner

Signed



Date

08/09/2023

Schedule 1: Details of Work

Background

The Elections ACT is finalising a ballot paper scanning assurance plan that will manually inspect a sample of ballot papers to detect any errors in the scanning of ballot papers. Elections ACT has asked the ABS to assist by proposing an appropriate sample size and method for selection of the sample.

Elections ACT have provided the documents “Ballot paper scanning assurance plan (draft version 0.2)” and “Assessing the accuracy of the Australian Senate Count” (Blom, Stark, Stuckey, Teague and Vukcevic, 31 May 2022) to inform the ABS work.

ABS will deliver the following within 10 working days of the execution of this Memorandum of Understanding.

- Propose a sample size and sampling scheme for the ballot paper scanning assurance scheme, and report on the certainty this will deliver for the quality of ballot paper scanning, including a 99% one-sided confidence interval for the error rate in the population of all scanned ballot papers.
- Deliver a Microsoft Excel spreadsheet tool that will calculate a confidence interval for the population errors rate for a given population size (total number of scanned ballots), sample size, number of errors found in the sample, and significance level (confidence level for the results), together with instructions on how to use or modify it. This tool will allow Elections ACT to consider ‘what if’ scenarios and the impacts of increasing or reducing the sample size.
- Produce a report documenting the methodology proposed for the ballot paper sampling scheme and the justification for the proposed sample size and sampling scheme. The sampling scheme will be consistent with the advice and recommendations contained in Blom, Stark, Stuckey, Teague and Vukcevic, 2022, unless specific exceptions are agreed by Elections ACT.

ABS will remain on stand-by to deliver the following should Elections ACT require it after the completion of the ballot paper assurance work in October 2024

- If requested by Elections ACT, ABS will provide up to 10 hours advice and statistical support for the conduct of the ballot paper scanning assurance for the October 2024 election, for any issues that arise during the assurance process, for the reporting of results, for contingency actions such as drawing of additional sample in the case of a high rate of detected errors, or other matters requested by Elections ACT. If no assistance is requested then there will be no charge to Elections ACT for this deliverable.

Elections ACT will:

- Determine the appropriate threshold of acceptable errors in the population, balancing the cost of the required sample size with the accuracy it delivers, informed by the ABS spreadsheet tool and discussions with the ABS.
- Provide any further details on the details for batching, storing and accessing ballot papers requested by the ABS, to complement the information available in the Ballot paper scanning assurance plan.

Schedule 2: Costs and Invoicing

1 Costs:

Deliverable/Item	Payment Year	Payment (AUD)	GST (AUD)	Total (inc GST)	Payment Due Date
Report and spreadsheet tools as described in Schedule 1	2023-24	\$10,760	nil	\$10,760	13 th October 2023
Advice and statistical support for the conduct of the ballot paper assurance during the October 2024 election, including advice on reporting of results and contingency actions if a high rate of errors is detected	2024-25	\$2,690	nil	\$2,690	18 th November 2024

2 Invoice Procedures:

- 2.1 Invoices are to be provided for payment, and must include the following information:
 - 2.1.1 description of what the invoice relates to
 - 2.1.2 name of the Elections ACT's contract officer
 - 2.1.3 ABN 46596845837
 - 2.1.4 arrangement number or purchase order number (if any)
 - 2.1.5 the payment amount (stated as a subtotal)
 - 2.1.6 the amount of GST payable (stated as a separate amount if applicable)
 - 2.1.7 the total amount payable and
 - 2.1.8 payment methods.
- 2.2 The due date for payment shall be 20 days from receipt of a correctly rendered invoice.

