Australian Government

Aged Care Quality and Safety Commission

Ageing and Disability Commission

Memorandum of Understanding

between the

Aged Care Quality and Safety Commission

and the

NSW Ageing and Disability Commission

November 2025

Aged Care Quality and Safety Commission

and

NSW Ageing and Disability Commission

1. PARTIES

This Memorandum of Understanding (MoU) is made between the following parties (the Parties):

1.1 **Aged Care Quality and Safety Commission (ACQSC)**

(ABN 80 246 994 451), having its principal address at Level 11, 101 George Street, Parramatta, New South Wales, 2150; and

1.2 **NSW Ageing and Disability Commission (ADC)**

(ABN 52 330 968 585), having its principal address at Level 6, 93 George Street, Parramatta NSW 2150.

2. RECITALS

2.1 The ACQSC is the national regulator of the delivery of funded aged care services to individuals under the Commonwealth aged care system

2.2 The Commonwealth aged care system is governed by the Secretary of the Department of Health, Disability and Ageing (known as the System Governor), the Aged Care Quality and Safety Commissioner (ACQS Commissioner) and the Complaints Commissioner.

2.3 The *Aged Care Act 2024* (the Aged Care Act) establishes the Appointed Commissioners (consisting of the ACQS Commissioner and the Complaints Commissioner) as statutory positions and confers specific functions on each position. The ACQS Commissioner is the accountable authority for the ACQSC and the Head of the Statutory Agency, responsible for the admission and management of the ACQSC. The ACQSC's function is to assist the Appointed Commissioners in the performance of their functions, including:

(i) upholding older people's rights under the Statement of Rights

(ii) protecting and enhancing the safety and wellbeing of older people accessing Commonwealth-funded (funded) aged care services

(iii) engaging with people accessing funded aged care services, and their supporters and representatives to develop best-practice models for registered providers and aged care workers

(iv) registering providers to deliver funded aged care services

(v) ensuring that aged care workers and responsible persons comply with their obligations, including the Aged Care Code of Conduct

(vi) ensuring that providers comply with their obligations, including the Aged Care Quality Standards and continuous improvement toward high quality care

(vii) regulating aged care digital platform operators who facilitate individuals' access to funded aged care services

(viii) administering the Serious Incident Response Scheme

(ix) resolving complaints about the conduct of providers, responsible persons and aged care workers.

(x) building the capability of registered providers, responsible persons and aged care workers, and empowering older people accessing funded aged care services

2.4 The ACQS Commissioner is responsible for safeguarding individuals accessing funded aged care services undertaking regulatory and compliance actions against entities and individuals involved in the provision of funded aged care, educating and engaging with providers to ensure their compliance with the Aged Care Act, and the registration of providers and their entry to the sector.

2.5 The Complaints Commissioner is responsible for dealing with complaints and feedback received by the ACQSC about the delivery of funded aged care services including complaints about providers, responsible persons and aged care worker compliance with the Aged Care Act.

2.6 The ADC is an independent NSW government agency established under the *Ageing and Disability Commissioner Act 2019* (NSW) to protect and promote the rights of older people and adults with disability in NSW and to protect them from abuse, neglect and exploitation. The focus of the ADC is on alleged abuse, neglect and exploitation of older people and adults with disability in their family, home and community – mainly by family members, spouses, informal carers, neighbours and other community members.

2.7 The ADC fulfils a range of regulatory functions, including receiving and responding to reports or allegations of abuse neglect and exploitation of an older person or adult with disability, educating the community, and reporting and advising on systemic issues, relating to the abuse, neglect and exploitation of older people (65 years and over or, if Aboriginal and/or Torres Strait Islander, 50 years and over) and adults with disability (18 years and over) in NSW.

3. OPERATIVE PROVISIONS

3.1 This MoU records the mutually agreed understanding between the Parties.

4. PURPOSE AND SCOPE OF THIS MoU

4.1 **Purpose**

4.2 This MoU has been established for the purpose of facilitating a coordinated and cooperative relationship between the Parties, through requesting, sharing and referring information, in a way that is efficient and consistent with all relevant laws, to enable each Party to effectively discharge their respective statutory functions.

4.3 **Non-binding nature of this MoU**

4.4 This MoU does not establish any contract or agreement and does not create any legally valid, enforceable, or binding commitments, agreements, or obligations of any kind between the Parties.

4.5 This MoU is not an offer and is not intended to, and does not, create any offer capable of being accepted or deemed accepted.

4.6 **Scope**

4.7 The scope and framework for consultation, cooperation and action between the Parties under this MoU is specified in Schedule 1 (the Schedule) to this MoU.

5. TERM OF THIS MoU AND TERMINATION

5.1 **Commencement**

5.2 The MoU commences on the date the last Party signed this document and will continue until it is either superseded by a subsequent MoU made between the Parties or it is terminated.

5.3 **Termination by notice**

5.4 This MoU may be terminated at any time by either Party by giving the other Party thirty (30) days written notice.

5.5 Notice of Termination should, whenever possible, only occur after sufficient prior consultation with the other Party.

6. MoU ADMINISTRATION

6.1 The Parties will act in good faith and cooperate with each other in the performance of this MoU. The Parties will raise and discuss any relevant issues that could affect the other Party and/or their ability to discharge their statutory functions and exercise powers, in a prompt, open and honest way.

6.2 Each Party will use its best endeavours to:

(i) provide the other Party with any information that the other Party may reasonably require to undertake the actions set out in this MoU

(ii) ensure that any information provided to the other Party under this MoU is accurate, current, complete, and correct (and as soon as possible after becoming aware that any information is not accurate, current, complete or correct, advise the other Party of, and rectify, the deficiency in the information)

(iii) ensure that their officers responsible for the administration and implementation of this MoU have the appropriate authority to give effect to the terms contained in Schedule 1 and any additional schedules established by the Parties under clause 9 of this MoU.

6.3 Each Party will act upon or deal with information and material provided to them according to their own judgement and assessment of the information provided to them and at their own risk.

6.4 Each Party agrees to bear its own cost in undertaking any actions under or for the purposes of this MoU.

7. REVIEW AND AMENDMENT

7.1 The Parties intend to review this MoU:

(i) every three years from the commencement date of this MoU

(ii) if circumstances such as legislative amendment, machinery of government changes or other matters require the MoU to be reviewed or amended.

7.2 Any amendments to this MoU must be made in writing and signed by persons holding the equivalent offices of the original signatories.

8. STRUCTURE OF THE MoU

8.1 This MoU comprises all of the following:

(i) this document

(ii) Schedule 1

(iii) any additional Schedules established by the Parties under clause 9.

8.2 The terms of this document will prevail to the extent of any inconsistency with the terms of a Schedule.

9. SCHEDULES

9.1 The Parties may establish a Schedule to this MoU by amending the MoU as set out in clause 7.2.

9.2 Schedules under this MoU will be numbered sequentially as Schedule 1, 2, 3 etc.

9.3 A Schedule to this MoU will continue in effect until:

(i) the end date specified in the Schedule (if specified) or

(ii) the date the Schedule or the MoU is terminated.

9.4 A Schedule may be terminated or amended through the procedures set out in clauses 5 and 7.

10. PRIVACY

10.1 Nothing in this MoU derogates from any obligation either Party has to comply with provisions under the *Privacy Act 1988* (Cth), *Privacy and Personal Information Protection Act 1998* (NSW) (Privacy Acts) or any other law (including, but not limited to, the Aged Care Act, the *Ageing and Disability Commissioner Act 2019* (NSW), *Information Privacy Act 2009* (IP Act), and the National Law) in relation to privacy or protection of personal information (including sensitive information), as amended from time to time.

10.2 The Parties will take reasonable steps to ensure access to information shared under this MoU is limited to those persons who require such information for the purpose of carrying out statutory functions or exercising powers under the Aged Care Act, or the National Law or the *Ageing and Disability Commissioner Act 2019* (NSW).

11. DATA BREACH

11.1 In addition to obligations each Party has under the Privacy Acts and/or other legislation outlined in clause 10, if a Party suspects or becomes aware of an unauthorised use or disclosure of information obtained from the other Party (hereinafter 'data breach', they will notify the other Party as soon as practicable.

11.2 A notification under clause 11.1 should occur even if a data breach is not subject to notification requirements under the Privacy Acts (e.g. a data breach is found not to be an 'eligible data breach' under the Privacy Acts).

11.3 Where a data breach is reported under clause 11.1, the Party reporting the data breach must:

(i) take all reasonable action to mitigate the risk of the data breach causing serious harm to any of the individuals to whom it relates

(ii) unless otherwise directed by the other Party, take all other action necessary to comply with the requirements of the Privacy Act

(iii) take any other action as reasonably directed by the other Party.

12. THIRD PARTY COMPLAINTS

12.1 If a Party receives a complaint from a third party in relation to a data breach or other information-related issue, that affects or is about the other Party to the MoU or information the other Party has provided, the first Party will notify the other Party as soon as practicable.

12.2 Parties will, in good faith, use their best endeavours to resolve any complaints described under clause 12.1.

13. SUBPOENAS and COURT ORDERS

13.1 If a Party is served with a binding legal order or requirement to provide information to a third party (e.g. under a subpoena, warrant or notice, or under a request from the Inspector-General of Aged Care), and that information was obtained from the other Party under this MoU, the first Party will:

(i) notify the other Party of the order or requirement as soon as practicable (unless legally compelled not to do so)

(ii) to the extent practicable, consult with the other Party as to how best to respond to the order or requirement (e.g. the other Party may wish to support or assist the first Party to object to providing the information).

14. DISPUTE RESOLUTION

14.1 Where a dispute arises between the Parties due to the operation of this MoU, the Parties will make reasonable attempts to resolve the dispute through the point level. This may be a person, position or officer nominated for the purpose of liaison in relation to a particular file or issue or a general contact set out under clause 7 of Schedule 1.

14.2 If a dispute cannot be resolved through the Parties' contact points, the dispute will be escalated to the Appointed Commissioner or Commissioner of each Party, or to officers nominated by each Party's respective Commissioner, for resolution.

14.3 Where the dispute cannot be resolved, either Party may terminate the MoU through the procedure set out in clause 5.

15. NOTICES

15.1 Any notice in writing pursuant to this MoU is to be provided through the contact points specified in Schedule 1, or such other person as is specified in writing to the other Party.

16. PUBLICATION OF MoU

16.1 The Parties agree that the Head Agreement of this MoU may be publicised as each Party considers appropriate including by placing it on the Party's website.

17. ENTIRE UNDERSTANDING

17.1 The MoU sets out the entire understanding and intention of the Parties and supersedes all prior or contemporaneous agreements, discussions, communications, and representations, whether written, oral, or otherwise, of the Parties with respect to the subject(s) of this MoU.

17.2 The Parties acknowledge that as of the date hereof, no binding contracts, agreements or commitments exist between the Parties with respect to the subject(s) of this MoU.

Signed by the Commissioner of the **Aged Care Quality and Safety Commission**

in the presence of:

Signature of Liz Hefren-Webb	Signature of witness
24/11/25	24/11/25
Date	Date

Signed by the Commissioner of the **NSW Ageing and Disability Commission**

in the presence of:

Signature of Jeff Smith	Signature of witness
2/12/25	02/12/2025
Date	Date