

2020

Exchange of Information Agreement

Australian Electoral Commission

and

New South Wales Electoral Commission

1. INTRODUCTION

1.1. This Exchange of Information Agreement (EIA) is made between:

Australian Electoral Commission (AEC)
50 Marcus Clarke Street
Canberra ACT 2601

and

New South Wales Electoral Commission (NSWEC)
Level 25, 201 Kent Street
Sydney NSW 2000

henceforth known as the Parties to this EIA.

1.2. This EIA is made in accordance with clause 3 of the Joint Roll Arrangement ('the Arrangement') between the Governor-General of the Commonwealth and the Governor of New South Wales (NSW) for a joint enrolment procedure in NSW, dated 21 October 2010 (made pursuant to section 84 of the Commonwealth Electoral Act and section 56 of the Electoral Act).

2. INTERPRETATION

2.1. The definitions in clause 1.1 of the Arrangement extend to this EIA unless otherwise indicated.

2.2. In this EIA:

"Close of Roll" means a reference point set for the purposes of printing an Electoral Roll to be used for an election or some other electoral event. It is significant in that all enrolment material received up to the roll close must be processed before the roll is printed.

"Consumer Price Index" means the All Groups CPI as published by the Australian Bureau of Statistics based on the weighted average of the eight capital cities.

"Commencement Date" means the date in clause 3.1 of this EIA.

"Commonwealth Electoral Act" means *Commonwealth Electoral Act 1918* (Cth).

"Data Source" means information held by another agency or statutory body that may be required or requested by the AEC or the NSWEC to facilitate the direct enrolment of electors and direct update of existing enrolments, as allowed under both Commonwealth and State legislation.

"EIA" means this Exchange of Information Agreement and its Schedules.

"Electoral Act" means the *Electoral Act 2017* (NSW).

"Electoral Information" means the information required to be collected by the NSW Electoral Commissioner for the purpose of determining whether the address for which the person is enrolled is the person's real residence. If the person is not enrolled, information collected to determine whether the person is entitled to be enrolled for any district. Electoral information may include a person's telephone number, email address, and other information or code used to identify that person.

"Electoral Information Register" means a register where the NSW Electoral Commissioner keeps and maintains records of all persons enrolled under the Electoral Act.

“Electoral Roll” means the Commonwealth electoral roll or the Electoral Information Register or both, as the context requires.

“Enrolment Information” for the purpose of this EIA has the same meaning as defined in clause 1.1 of the Arrangement and for the avoidance of doubt also includes Electoral Information.

“Previous EIA Agreement” means the EIA Agreement between the AEC and the NSWEC dated 21 October 2010.

“Local Government Act” means the *Local Government Act 1993* (NSW).

“RMANS” means the Australian Electoral Commission's computerised roll management system.

3. COMMENCEMENT AND TERMINATION

- 3.1. This EIA will come into force on the day on which this document is signed (the Commencement Date).
- 3.2. The Previous EIA Agreement will cease to be in force from the Commencement Date, except as otherwise provided in clause 3.3.
- 3.3. Any right or obligation which may have accrued to either Party under the Previous EIA Agreement before the Commencement Date will not be affected by the termination of the Previous EIA Agreement.
- 3.4. This EIA will continue until 30 June 2023 unless by agreement between the Parties, before that date, it is (a) extended for a further specified period or (b) replaced by another agreement.
- 3.5. If, for any reason, this EIA ceases to be in force, any right or obligation which may have accrued to either Party will not be affected by that cessation.
- 3.6. This EIA may be terminated by either Party by notice of not less than twelve months, or may be terminated at any time by mutual agreement.

4. PURPOSE

- 4.1. The purpose of this EIA is to formalise a jointly agreed range of enrolment activities in NSW as well as to arrive at agreed mechanisms for:
 - managing joint enrolment activities and processes;
 - sharing enrolment products and services;
 - apportioning the costs of providing those services; and
 - reviewing and evaluating enrolment activities.

5. GENERAL PRINCIPLES

- 5.1. This EIA acknowledges the general principles outlined in clause 3 of the Arrangement. The Parties will be jointly responsible for the management of the Electoral Roll and will share Enrolment Information in accordance with the following principles:
 - 5.1.1. the Parties will act cost effectively, fairly, equitably and reasonably in connection with all aspects of this EIA. This principle takes precedence over all other principles herein.

- 5.1.2. the Parties will do all that they reasonably can to maintain an efficient and user-friendly joint enrolment process/procedure, whilst endeavouring continuously to improve the same.
 - 5.1.3. the Parties will endeavour to maintain the integrity, completeness and accuracy of their Electoral Rolls. The Parties will focus on more frequent integrity checking processes as part of this endeavour.
 - 5.1.4. the Parties will use their reasonable endeavours to develop and implement effective measures for the prevention and detection of enrolment fraud.
 - 5.1.5. the Parties will, where practicable, share and/or exchange Enrolment Information for the purposes of this EIA.
 - 5.1.6. the Parties will operate in an open and transparent manner in their dealings with each other, including providing information, on agreed terms, relating to this EIA and activities thereunder, upon request from the other Party. Without limiting the foregoing, each Party will enable the other to inspect at all reasonable times the Enrolment Information related records held by the Party that are directly related to NSW.
- 5.2. The Parties acknowledge their commitment to maintaining Electoral Rolls as complete and accurate as possible in order to undertake Commonwealth, State and Local Government elections, and for other approved purposes contained in relevant Commonwealth and/or State legislation.
 - 5.3. The Parties will keep each other informed as early as possible with regard to proposed legislative changes.
 - 5.4. The Parties also acknowledge that the maintenance of complete and accurate Electoral Rolls requires a close partnership and intend, by this EIA, to advance such a partnership.
 - 5.5. The Parties agree to ensure appropriate and necessary resources are directed to ensuring a cohesive and effective relationship is maintained and enhanced.

6. PRODUCTS AND SERVICES TO BE SUPPLIED

- 6.1. The Parties will seek, on an ongoing basis, to work in a timely and accurate manner in the provision of products and services.
- 6.2. The Parties will seek to identify forward-looking opportunities in the provision of these products and services, with a particular focus on:
 - electronic communication;
 - data mining and matching;
 - greater automation of enrolment services;
 - reducing duplication in the provision of enrolment services; and
 - reducing divergence in the enrolment records of NSW electors.
- 6.3. 'Schedule A' outlines the products and services, and their service level specifications, being provided pursuant to this EIA as agreed to by both Parties.

7. ENROLMENT MANAGEMENT COMMITTEE

- 7.1. The Enrolment Management Committee ('the Committee') constituted in accordance with clause 4 of the Arrangement will administer this EIA. The functions of the Committee will include:
- 7.1.1. the facilitation of the Arrangement;
 - 7.1.2. the negotiation of the EIA and associated schedules;
 - 7.1.3. the prompt resolution of disputes arising under this EIA or the Arrangement;
 - 7.1.4. the consideration of the implications of any proposed Commonwealth or State legislation affecting the operation of the Arrangement or this EIA;
 - 7.1.5. where a variation is required as a result of new or amended legislation, the Parties agree that they will co-operatively and expeditiously formalise such variation, including financial arrangements as appropriate;
 - 7.1.6. the administration and review of this EIA; and
 - 7.1.7. such other matters that may be referred to it by the Commonwealth Electoral Commissioner (or delegate) and/or the NSW Electoral Commissioner (or delegate).
- 7.2. The Parties acknowledge that the principal method, aside from elector-initiated enrolments or enrolment updates, for maintaining Electoral Rolls shall be through a direct enrolment and update program in accordance with the Commonwealth Electoral Act, Electoral Act and the Local Government Act. Other enrolment-related activities may be agreed to by the Parties and may be set out or varied from time to time in a Schedule that may accompany this EIA.
- 7.3. The Committee will meet at least twice each year in either Sydney or Canberra to review the operation of the EIA and to discuss matters relating to Electoral Roll maintenance policy and practice.

8. DISPUTE RESOLUTION

- 8.1. The Parties agree that if a dispute arises over any of the terms and conditions of this EIA, resolution of such a dispute will be attempted by negotiation in the first instance.
- 8.2. If such a dispute cannot be resolved by negotiation, the Parties are to consult with a view to identifying an independent person who is to be appointed to assist in resolving the dispute.

9. PERFORMANCE STANDARDS AND MEASUREMENT

- 9.1. The Parties undertake to monitor the effectiveness of programs or services detailed in 'Schedule A' and 'Schedule B' and undertake reviews, as necessary, with the purpose of ensuring performance improvements are achieved.
- 9.2. The Parties agree to maintain the highest level of service standards. The performance indicators outlined in 'Schedule A' provide the basis for service expectations between the Parties.
- 9.3. The Parties agree to work collaboratively to obtain access to suitable Data Sources to facilitate the direct enrolment of electors and direct update of existing enrolments, as allowed under both Commonwealth and State legislation. 'Schedule B' outlines Data Sources currently used by the AEC for the NSW Electoral Roll.

- 9.4. To maximise the accuracy and completeness of Electoral Rolls, the Committee will review the enrolment services of each Party every 12 months and agree on strategies to improve the quality of outputs.
- 9.5. The Parties agree to maintain their respective roll management systems to a standard that will ensure the successful exchange of Enrolment Information (which includes Electoral Information). Reconciliations will be conducted in accordance with the requirements set out in 'Schedule A'. The performance of these reconciliations will be the responsibility of the Committee or representatives of the Parties appointed by the Committee.

10. REPORTING

- 10.1. The AEC will produce regular reports on the Electoral Roll, with these reports to be made available for consideration by the Australian Electoral Commissioner, the NSW Electoral Commissioner and the Committee.
- 10.2. The Parties may provide each other with reports on a bi-annual basis (or more frequently if agreed between the Parties) detailing their respective achievements against the agreed activities and targets contained in this EIA and its Schedules. These reports will also identify any deficiencies or issues relating to the agreed activities and targets, which will then be addressed.

11. REVIEW OF THE EIA

- 11.1. The EIA may be varied by agreement between the Parties. Such agreement must be in writing and signed by the respective Electoral Commissioners or their delegates.

12. TRANSPARENCY

- 12.1. The Parties agree to keep each other informed of other enrolment activities that are not detailed in this EIA.

13. SIGNATURES

This EIA is signed this.....3rd.....day of....FEBRUARY.....2020 by

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John Schmidt
Electoral Commissioner
New South Wales Electoral Commission

.....
Tom Rogers
Electoral Commissioner
Australian Electoral Commission

SCHEDULE A – INFORMATION AND SERVICES THAT THE PARTIES WILL EXCHANGE BETWEEN EACH OTHER

	ACTIVITY	TIMING / FREQUENCY
1	Standard General Activities and Services	
1.a	The AEC will undertake enrolment processing in accordance with Commonwealth and State legislation.	Ongoing.
1.b	The AEC will undertake the Close of Roll for State and local electoral events with Electoral Roll products to be provided at a time agreed upon between both Parties.	As required.
1.c	The AEC will supply the NSWEC with paper enrolment-related forms and business reply paid envelopes.	Upon request.
1.d	The NSWEC will forward any paper enrolment forms received to the AEC, who will process all paper enrolment forms received.	Ongoing.
1.e	Implementation by the AEC of agreed enrolment-related activities including: <ul style="list-style-type: none"> • General enrolment activities, • Remote area strategies, • Youth programs, • Indigenous populations programs. 	Ongoing, in consultation with the NSWEC.
1.f	Provision of relevant Enrolment Information to the other Party, in accordance with Commonwealth and State legislation, when there is a specified need for that information (e.g. a State-specific enrolment enquiry).	Upon request, within agreed upon timeframes.
1.g	Imaging of relevant enrolment documentation occurs in accordance with the AEC's national policy and Commonwealth legislation.	Ongoing.
1.h	The AEC will consult with the NSWEC during any reviews of joint enrolment-related forms. The approved form is to be compliant with the legislation of both Parties and is to be compliant with the AEC's design specifications for national forms.	As required.
1.i	The AEC and the NSWEC are to have their offices remain open for Close of Roll for electoral events of the other Party, when there is an agreed upon operational need to do so.	As required, in accordance with agreed upon operational need and with agreed upon timeframes.
1.j	The AEC will process State electoral boundary changes following State redistribution or local government boundary review or amalgamation, so these new electoral boundaries are reflected in the AEC's Roll	Following each State redistribution in consultation with the

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	Management System (RMANS). This involves updating the address register in RMANS and coordinating the update to occur at an agreed date in coordination between both Parties.	NSWEC, within an agreed upon timeframe.
1.k	The AEC will continue to provide the NSWEC with access to RMANS and its imaging system via a network connection. The AEC will also provide the accompanying technical support. The AEC will also provide the NSWEC with pre-1991 enrolment forms upon request. When applicable, shutdowns of these systems for maintenance work will be scheduled outside of standard NSW business hours.	Ongoing.
1.l	The NSWEC will manage the receipt and review of Enrolment Information from declaration vote envelopes issued at State and local elections. The NSWEC will securely provide this information to the AEC. The NSWEC may provide this information in a form and manner suitable to the Parties (by electronic means or otherwise), this may include providing copies of or extracts from the declaration envelopes. The AEC will manage the processing of Enrolment Information from the declaration vote envelopes issued at State and local government elections.	Upon request and as agreed between the Parties.
1.m	Unless specified otherwise in this EIA, the NSWEC will manage the receipt and review of all Enrolment Information provided by electors directly to the NSWEC from State and local government elections. The NSWEC may provide this information in a form and manner suitable to the Parties (by electronic means or otherwise), this may include providing copies of or extracts from forms completed by electors or election staff. The NSWEC will securely provide this information to the AEC. The AEC will manage the processing of this information from State and local elections.	Upon request and as agreed between the Parties.
1.n	Both Parties are to provide support for Close of Rolls activities for elections being conducted by the other Party.	Upon request.
1.o	The AEC will provide Remote Access Service (RAS), the RAS SecureID token and the associated technical support.	Currently not required by NSWEC.
1.p	The AEC will provide RMANS reports.	Upon request.
1.q	The AEC will provide a 'State of the Roll' report.	Quarterly.
1.r	The AEC will securely provide an online enrolment facility and an online enrolment verification facility.	Ongoing.
1.s	The NSWEC will maintain a link on their website to the AEC's online enrolment facility and online enrolment verification facility, subject to consistent legislation and operational need.	Ongoing.
1.t	The AEC will attend all citizenship ceremonies where there are greater than ten new citizens in attendance.	Ongoing.
1.u	In relation to federal elections, acceptable excuses for non-voters are detailed in the Commonwealth Electoral Act. In relation to State elections and local government elections, acceptable excuses for non-voters are detailed in the Electoral Act and the Local Government Act. Where there is inconsistency between these Acts – the AEC and NSWEC will work towards the alignment of those acceptable excuses for non-voters in federal, State and local government elections.	Ongoing and as agreed between the Parties.
2	Program Activities involving mail or email/SMS contact of electors	

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2.a	The AEC maintains its Federal Direct Enrolment and Update (FDEU) program, including 10 monthly events. As part of this program, electors are being contacted via the following methods: emails, SMS and post. The FDEU program may be put on hold for NSW electors during a federal, State or scheduled NSW local government election.	Ongoing.
2.b	The AEC maintains its program of email and SMS prompts, including 10 monthly events. This program may be put on hold for NSW electors during a federal, State or scheduled NSW local government election.	Ongoing.
2.c	The AEC undertakes a review of silent electors, as required and in accordance with, s. 104(7) of the Commonwealth Electoral Act.	Once per federal electoral cycle as directed by the Australian Electoral Commissioner.
2.d	The AEC conducts bulk rounds of objections made under s. 114(4) of the Commonwealth Electoral Act (evidence that the elector does not reside at the address). In an effort to encourage the elector to change their address, a prompt will be sent by email, SMS or post before the legislated notification and determination letters are sent (via post). Other objections made under s. 114 of the Commonwealth Electoral Act are processed individually by the relevant office.	Four quarterly cycles or individually depending on type of objection.
3	Integrity Activities	
3.a	The AEC will process 'fact of death' data received from the Registrar of Births Deaths and Marriages (BDM).	Monthly.
3.b	The AEC will process prisoner data received from Corrective Services NSW.	Monthly.
3.c	The AEC will undertake ongoing roll integrity processes, including reporting and further investigation when required as part of the electoral integrity program. This includes reporting on: <ul style="list-style-type: none"> • Electoral twins • Duplicate elector records • Notations (including expired notations) • Addresses 	Ongoing.
3.d	The AEC will process pre-sorted Returned To Sender (RTS) mail from State and local government elections, including non-voter RTS mail.	As required within agreed upon timeframes.
3.e	The AEC will process RTS mail that is generated out of the mail-outs undertaken by members of State parliament.	Ongoing, in accordance with the AEC's national policy.
3.f	Management of the AEC's address register in relation to the maintenance of:	Ongoing.

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	<ul style="list-style-type: none"> • Addresses and related information on streets and localities; and • Electoral entitlement associated with these addresses. 	
3.g	<p>The AEC will manage the removal of electors from the Electoral Roll through a number of activities including:</p> <ul style="list-style-type: none"> • Official objections • Private objections <p>Where the AEC removes electors from the Electoral Roll on the basis of unsound mind, the AEC will provide the Enrolment Information belonging to those electors to the NSWEC in a manner or form as agreed between the Parties.</p>	Ongoing or as agreed between the Parties, in accordance with the AEC's national policy and NSW legislation.
3.h	The AEC will manage elector notations, including their review, addition and removal.	Ongoing, in accordance with the AEC's national policy.
3.i	The AEC and NSWEC will work together to investigate an 'opt-in' Election Reminder Service (ERS) which provides SMS/email notification to NSW electors of relevant federal, State and local government election events.	Ongoing.
4	NSW Specific Roll Products and Services	
4.a	The AEC will securely provide a full download of the Electoral Roll relevant to the NSWEC.	Fortnightly or more frequently upon request.
4.b	The AEC will securely provide a full download of the address register and supporting metadata to the NSWEC.	Monthly or more frequently upon request.
4.c	The AEC will securely provide an extract of deleted enrolments to the NSWEC.	Monthly or more frequently upon request.
4.d	The AEC will provide an exclusion file (including death notifications) to the NSWEC to assist with their non-voter processes.	Upon request.
4.e	The AEC will securely provide a long postal address notifications report to the NSWEC.	Upon request.
4.f	The AEC will securely provide other roll products to the NSWEC.	Upon request and as mutually agreed by both Parties.
4.g	The NSWEC will securely provide a full download of the NSWEC's version of the NSW Electoral Roll to the AEC.	Upon request.

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4.h	The NSWEC will securely provide reports to the AEC from the NSWEC's Roll Management System (RMS) to assist with integrity activities including roll divergence reduction activities.	Upon request.
4.i	The NSWEC will share geocoded habitation data, subject to licensing restrictions.	Upon request.
4.j	The NSWEC will develop and maintain an Electoral Information Register as required by the Electoral Act.	Ongoing.
4.k	The NSWEC will identify and notate Registered Early Voters – Technology Assisted and Registered Early Voters – Postal within the Electoral Information Register. The NSWEC may provide the AEC with a list of i) registered early voters (technology assisted voting), and ii) registered early voters (postal).	Ongoing and upon request.
4.l	The NSWEC will also identify and notate the category of Special Voters within the Electoral Information Register.	Ongoing.
4.m	The NSWEC may provide Enrolment Information and Electoral Information to the AEC for the purpose of carrying out any procedure relating to the preparation and maintenance of Electoral Rolls or the Electoral Information Register under the Electoral Act and the Commonwealth Electoral Act, this information may include email addresses and contact numbers recorded on the Electoral Information Register.	Upon request.

SCHEDULE B – ROLL MANAGEMENT PROGRAM STANDARD DATA SOURCES USED BY THE AEC FOR NSW

Data Sources	Electoral Roll Growth & Maintenance		Electoral Roll Integrity					
	Federal Direct Enrolment & Update	Mail Review	Eligibility – Citizenship	Eligibility – Evidence of Identity	Eligibility – Voting	Deletions	Address Register	Annual Roll Integrity Review
Drivers' Licence data – National Exchange of Vehicle and Driver Information System (NEVDIS)	✓	✓		✓				✓
Department of Human Services (Centrelink)	✓	✓						✓
Department of Foreign Affairs and Trade (DFAT)			✓	✓				✓
Australian Taxation Office (ATO)	✓	✓						✓
Births data – NSW Births, Deaths and Marriages			✓					✓
Fact of Death Data - Collected by QLD Births, Deaths and Marriages ³						✓		✓
Citizenship data – Department of Home Affairs		✓ ¹	✓					✓
Public Sector Mapping Agency Ltd (PSMA)							✓	✓
Australia Post							✓	✓
Corrective Services					✓	✓ ²		✓

¹ This Data Source is used to inform AEC attendance at citizenship ceremonies for the purposes of Electoral Roll growth.

² This Data Source is not used for Commonwealth enrolment purposes but may be used to inform the removal of prisoners from relevant state and territory rolls. **Note:** The Commonwealth and all other state and territory rolls are also used as key sources to maintain the NSW Electoral Roll.

³ This Data Source collects the fact of death data on behalf of the Births, Deaths and Marriages agencies from the other state/territory jurisdictions.