

NDIA API Terms and Conditions

1. About these Terms

1.1 In these Terms, a reference to:

- (a) **API** is a reference to the National Disability Insurance Agency's application programming interface.
- (b) **End User** means a user of any product developed, marketed or promoted by You which uses the API.
- (c) **NDIA** is a reference to the National Disability Insurance Scheme Launch Transition Agency being a body corporate established under section 117 of the NDIS Act and who delivers the National Disability Insurance Scheme.
- (d) **NDIS Act** is a reference to the *National Disability Insurance Scheme Act 2013* (Cth).
- (e) **Notice of NDIA Integration** means a notice of that name provided to You by the NDIA, which indicates that You have successfully completed the steps set out in clause 2.5 to access a specified version of the API in the production environment.
- (f) **Personal Information** has the same meaning as in the Privacy Act.
- (g) **Privacy Act** is a reference to the *Privacy Act 1988* (Cth).
- (h) **Protected Agency Information** has the same meaning as in the NDIS Act.
- (i) **Provider Digital Access** is an online identity verification and authentication system that allows an End User to securely access a range of government online services.
- (j) **Registered Provider** means a "registered NDIS provider" and a "registered provider of supports" as those terms are defined by section 9 of the NDIS Act.
- (k) **Terms** means these NDIA API Terms and Conditions as amended from time to time in accordance with clause 1.3.
- (l) **Vendor Development Portal** is a reference to the NDIA's API development environment that the NDIA may make available to You to test the integration of Your Software with the API.
- (m) **You or Your or I** is a reference to the user agreeing to these Terms.
- (n) **Your Personnel** is a reference to Your officers, employees, contractors, agents and any other person over whom You exercise control or direction.
- (o) **Your Software** is a reference to software developed or used by You to access or use the API.

1.2 These Terms set out the basis on which You undertake to access the API.

1.3 The NDIA may amend these Terms with 3 days' notice to You. If You access or use the API after this time, You will be taken to agree to the amended Terms.

2. Grant of access

- 2.1 To access the API, You must submit an application and provide any information requested by the NDIA to assess Your suitability to be granted access to the API. The information requested may include (but is not limited to) information regarding Your identity and Your contact details and information about Your ICT systems.
- 2.2 The NDIA will undertake an initial desktop review of Your application and other relevant information. The NDIA may require an independent security assessment be undertaken of You and Your Software, in which case:
- (a) You must engage a qualified security assessor to undertake the security assessment at Your own cost; and
 - (b) You must provide the NDIA with a certificate of assessment in order for Your application to be considered further by the NDIA.
- 2.3 The NDIA will determine (at its sole discretion) whether to grant or refuse Your access to the API. The NDIA may grant You access subject to conditions that You must comply with that are in addition to the conditions set out in these Terms. The NDIA will notify You of the outcome of Your application but is not required to provide reasons for its decision.
- 2.4 Before being granted access to the API in the production environment:
- (a) You must obtain from the NDIA a Notice of NDIA Integration;
 - (b) You may be required to comply with additional conditions, as advised by the NDIA; and
 - (c) if You are not a Registered Provider, the NDIA must be satisfied that Your Software has the functionality to allow an End User to enter their Provider Digital Access credentials in a secure manner that does not allow any other person, including You and Your Personnel, to access the End User's credentials.
- 2.5 To obtain a Notice of NDIA Integration, You must:
- (a) test the integration of Your Software with the API in the Vendor Development Portal;
 - (b) have tested the integration of Your Software with the API according to the test case provided by the NDIA, and the test results that You provided to the NDIA indicate that the tests were successful; and
 - (c) provide any information about Yourself or Your Software, as requested by the NDIA.
- 2.6 The NDIA may advise You at any time and at its sole discretion, that You must obtain further Notices of NDIA Integration in order to continue accessing the API, including (but not limited to) when the API undergoes a major version change.
- 2.7 By accessing the API, You represent and warrant to the NDIA that:
- (a) any information You have provided, including information provided in accordance with clause 2.1, was and remains true, complete and accurate; and
 - (b) You will comply with these Terms.

- 2.8 You are responsible for maintaining up-to-date and accurate information with the NDIA (including a current e-mail address and other required contact information). If granted access to the API:
- (a) You must promptly advise the NDIA of any change to Your operation or the services You provide that would change the information provided in Your application or information subsequently provided to the NDIA; and
 - (b) the NDIA may require You to resubmit the technical questionnaire completed as part of Your application on a periodic basis.
- 2.9 The NDIA will not charge a fee for You to access the API.
- 2.10 The development and use of Your Software and the performance of Your obligations under these Terms are at Your sole cost and expense.
- 2.11 The NDIA may monitor and collect information about all actual or attempted access to, and activity within, the API.

3. Use of the API

- 3.1 You must not, and You must ensure that Your Personnel and End Users do not, use the API for any activity which:
- (a) constitutes a breach of any law;
 - (b) constitutes a breach of any applicable requirements of the Australian Government Information Security Manual (<https://www.cyber.gov.au/ism>) or Australian Government Protective Security Policy Framework (<https://www.protectivesecurity.gov.au/>);
 - (c) is likely to cause loss or damage to any person, the API or the NDIA's systems; or
 - (d) results in the transmission of false, misleading, defamatory or otherwise objectionable material.
- 3.2 You must take reasonable steps to ensure that no person other than You and Your Personnel accesses the API with Your credentials and that You do not use the API for any purpose contrary to these Terms.
- 3.3 The NDIA may provide resources for You on its website in relation to the API. You acknowledge that the NDIA:
- (a) is not responsible for any loss or damage caused by reliance on or use of those resources; and
 - (b) does not provide any other technical assistance for use of the API.
- 3.4 You must diligently and promptly correct any material bugs or faults in Your Software that cause it to incorrectly access the API or display API content incorrectly.
- 3.5 You must provide any information requested by the NDIA in relation to Your access to and use of the API, including, but not limited to, API access logs for a minimum period of 3 months prior to the date of the NDIA's request for information.

4. Privacy and Protected Agency Information

- 4.1 The API allows access to information that is Personal Information and Protected Agency Information.
- 4.2 You must ensure that End Users acknowledge, prior to accessing information from the NDIA via the API, that the unauthorised collection, use or disclosure of information within the API is a criminal offence.
- 4.3 You will immediately notify, and comply with any reasonable direction from, the NDIA, in connection with the use of the API if You become aware of a breach or possible breach of Your obligations under the Privacy Act or NDIS Act by You, Your Personnel, Your End Users or any other person.

5. Continuity of access

- 5.1 The NDIA provides You with access to the API on an "as is" and "as available" basis. The NDIA does not warrant that Your access to the API will be continuous or fault free. However, the NDIA will use reasonable endeavours to provide a consistent level of service.
- 5.2 You must promptly report to the NDIA:
 - (a) any loss of, or fault in, Your access to the API (unless the NDIA has issued a notification of a current API outage) to the NDIA; and
 - (b) any event which has compromised or may have compromised the security or integrity of the API or the NDIA's servers, systems or networks providing the API, or any of the NDIA's data.
- 5.3 You must provide all assistance reasonably requested by the NDIA to respond to and protect against a risk to the security or integrity of any of the NDIA's servers, systems, networks or data.
- 5.4 The NDIA may immediately suspend Your access to the API if the NDIA believes that suspension is necessary to prevent or lessen a risk to the security or integrity of any of the NDIA's systems.
- 5.5 The NDIA may modify or alter the API at any time without notice. The NDIA does not guarantee that new versions of the API will be backwards compatible. However, the NDIA will endeavour to provide reasonable notice to You to enable You to test Your Software against the modified or altered API, if the new version of the API is not backwards compatible.

6. Intellectual property

- 6.1 The NDIA grants You a revocable, non-transferable, non-exclusive licence to use the API for the duration of Your access to the API. You do not acquire ownership of any rights in the API or any of the data accessed by using the API.
- 6.2 By accessing the API, You grant the NDIA a revocable, non-exclusive licence to collect, use and disclose the information You or End Users provide through the API for:
 - (a) the purposes of facilitating access to the API; and
 - (b) any other use which is permitted by law.
- 6.3 If You revoke the licence referred to in clause 6.2, the parties acknowledge and agree that the Terms will, by mutual agreement, be immediately terminated.

7. Liability and indemnity

- 7.1 You acknowledge that, to the extent permitted by law, the NDIA is not liable to You, Your Personnel or End Users for any loss or damage (however described) that is directly or indirectly related to:
- (a) accessing or using the API; or
 - (b) the unavailability of the API.
- 7.2 You agree to indemnify the NDIA for any loss or damage (however described) suffered by a third party arising from or related to:
- (a) any flaw or defect (whether caused by negligence or not) in Your Software;
 - (b) any breach of intellectual property rights;
 - (c) any breach by You of these Terms; or
 - (d) any act of an End User which constitutes a breach of privacy or Protected Agency Information.

8. Termination of access

- 8.1 The NDIA may terminate Your access to the API at any time at its sole discretion. The NDIA is not required to provide reasons for a decision to terminate Your access. The NDIA is not responsible for any loss caused by its termination of Your access to the API.
- 8.2 You may stop using the API at any time with or without notice. Further, if You want to terminate these Terms, You must provide the NDIA with prior written notice and upon termination, cease accessing or using the API.

9. Governing law

- 9.1 These Terms are governed by the law in force in the Australian Capital Territory, Australia.
- 9.2 You agree to submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory, Australia in respect of any dispute under these Terms.

10. Execution

- 10.1 By signing, You agree to be bound by these Terms.

EXECUTED as a DEED POLL.

Option 1: Use this execution block if the user is a company incorporated under the Corporations Act.

Executed by *[insert full name and ABN]* in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of director

Signature of company secretary/director (print)

Full name of director

Full name of company secretary/director (print)

Date

Date

Option 2: Use this execution block if the user is not a company incorporated under the Corporations Act or is a natural person.

Signed, sealed and delivered by *[insert full name and ABN (if applicable)]* in the presence of:

Signature of individual / authorised representative

Signature of witness

Full name of individual / authorised representative (print)

Full name of witness (print)

Position of authorised representative (print)

Date