



Observatory Terms of Service

The Observatory Terms of Service outlines the subscription arrangement between the Digital Transformation Agency (DTA) and a Commonwealth entity (entity) for the provision of the Observatory Google Marketing Platform Services and are not legally binding.

1. About the Observatory

- 1.1 The DTA is the administrator of the Observatory Google Marketing Platform Subscription Service.
- 1.2 The DTA manages the contractual arrangement in place with Google Sales Partners for the provision of Google Marketing Platform licenses, usage, training and general support on behalf of government entities subscribed under the Observatory Subscription Service.

2. Observatory Services

- 2.1 The DTA as administrators of the Observatory:
 - a) manage the procurement and contract relating to the provision of the Observatory.
 - b) manage content on the observatory website including terms of service, subscription fees and the subscription form.
 - c) ensure google costs are recovered and manage billing arrangements including provide usage forecasting and issuing invoices to subscribed entities.
 - d) support onboarding to the Google Marketing Platform including upgrading accounts and properties to premium 360.
 - e) lead the development and co-facilitation of Google Marketing Platform training in line with subscribed entity needs, event management and the publication of training content.

- f) provide general technical support including account, property and user audits, metrics and reporting advice, and coordinating escalations of more complex technical matters to the Sales Partner, as required.
- g) support offboarding activities including downgrading and de-linking accounts and properties.

3. Google Marketing Platform Services

- 3.1 Google owns the intellectual property of the Google Marketing Platform.
- 3.2 In addition to the Observatory Terms of Service, entities are also subject to Google products and services Terms of Service including:
 - a) [Google Analytics Terms of Service](#)
 - b) [Google Tag Manager Terms of Service](#)
 - c) Other Terms of Service defined by Google related to the Observatory Subscription Service.
- 3.3 In the event that Google Cloud Services are offered under the Observatory, entities are subject to the [Google Cloud Platform Terms of Service](#).
- 3.4 Failure to comply with these may result in termination of services outside of the control of the DTA.
- 3.5 The Department of Finance is responsible for whole-of-government coordination of government communication campaigns. This may include products such as Google Ads, Campaign Manager, Search Ads or Display and Video 360.

4. Service levels

Digital Transformation Agency

- 4.1 Support is available Monday to Friday between 9:00am - 5:00pm (AEDT) excluding ACT public holidays through email to observatory@dta.gov.au.
- 4.2 Support requests will be triaged based on priority and complexity. The DTA endeavours to provides resolution of low priority support requests within two business days.

4.3 Any concerns relating to the administration of the Observatory should be provided to observatory@dta.gov.au and will be managed in accordance with the Dispute Resolution process.

Sales Partner

4.4 Any escalation to the Sales Partner will be coordinated by the DTA.

4.5 Prior to the commencement of any DTA requested work, the Sales Partner will undertake a preliminary assessment of the request and provide an estimate of support hours to assist.

4.6 Entities on paid tiers are allocated twelve hours of Sales Partner Google Marketing Platform support per year which includes all meetings, preliminary investigations and technical support.

4.7 While general advice may be provided, entities are not permitted to provide back-end developer access to websites or internal systems to the Sales Partner.

4.8 Any concerns relating to the support provided by the Sales Partner should be escalated to observatory@dta.gov.au.

Google Marketing Platform

4.9 Google Marketing Platform is provided by Google who will use commercially reasonable efforts to ensure that [service levels](#) are met.

4.10 Any concerns relating to the platform should be escalated to observatory@dta.gov.au.

5. Commencement and duration

5.1 The Observatory Subscription Form must be completed and agreed by the DTA in writing before use of services.

5.2 The Observatory Subscription period is from the 1 January (start date) to 31 December (end date), inclusive or as otherwise agreed in writing by both parties.

5.3 An entity may elect to renew or cancel their subscription by providing notice in writing at least 30 days before the end date.

5.4 Paid fees are non-refundable as they have been factored into the Observatory Pricing Model to ensure cost-recovery of Sales Partner, Google Marketing Platform and administrative fees.

6. Account Management

6.1 Entities are solely responsible for the privacy, security and management of their data.

6.2 The DTA has no control of, or responsibility for, data or information owned by the entity.

6.3 Entities are responsible for the management and individual use of the Google Marketing Platform including:

a) All administration pertaining to the Subscription Service including:

- Completion of the Observatory Subscription Form, agreement of the Terms of Service and payment of fees.
- Providing the DTA with a shared mailbox for correspondence as well as primary and secondary contacts for administrative purposes.
- Advising the DTA of any changes to the subscription, including new contacts and any new accounts and properties that could result in an increase of usage and costs.

b) Internal governance policies relating to use and management of the Google Marketing Platform, including acquiring an entity branded google email address.

c) User access including ensuring a minimum of two administrators and assigning relevant user permissions.

d) Account and property management including technical configuration, data tracking and any custom metrics and reporting.

e) Ensuring any technical enquiries escalated to the DTA include account and property details, information about the issue, research undertaken and screenshots, if applicable.

Note: Access to accounts and properties may be requested by the DTA to address support requests. Entities must not reach out directly to the Sales Partner unless authorised by the DTA as this may result in increased non-forecasted use of support hours.

6.4 The DTA is automatically an Organisation Owner under all accounts and properties however must be provided with administrator, editor or viewer access to support technical enquiries. Organisation Owner access provides the DTA with the ability to:

- a) View linked accounts and property identification numbers.
- b) Upgrade and downgrade properties.
- c) Extract a report of all events for billing purposes.
- d) Download a report of all users and the date of their last access for auditing purposes.
- e) Add administrators to accounts in exceptional circumstances.

Third party consent

- 6.5 The DTA or entity may not disclose any confidential information to a third party unless the disclosure is:
- a) To employees or advisers for the purpose of the Observatory Subscription arrangement.
 - b) For government or parliamentary accountability purposes.
 - c) To the Sales Partner for the provision of services.
 - d) Where authorised or required to by law.

7. Privacy

- 7.1 Entities are responsible for ensuring that privacy elements of the Observatory and Google Terms of Service are fully understood and complied with.
- 7.2 Entities should conduct a Privacy Threshold Assessment or Privacy Impact Assessment before subscribing to the Observatory and undertake a review in the event of any change.
- 7.3 Entities are responsible for ensuring that all employees and contractors comply with the Australian Privacy Principles and obligations under the *Privacy Act 1988 (Cth)*.
- 7.4 It is a mandated requirement of the Observatory and Google Marketing Platform Terms of Service that the entity:
- a) does not pass information to Google that Google could use or recognise as Personally Identifiable Information (PII).
 - b) alerts users that cookies are used to collect data.
 - c) discloses the use of Google products, and how it collects and processes data.

7.5 Entities found in breach may be terminated from use of google services and subject to further penalties under Australian Legislation.

8. Security

8.1 Entities are responsible for ensuring that security requirements of the Observatory and Google Terms of Service are fully understood and complied with.

8.2 Entities should conduct a security assessment before subscribing to the Observatory and undertake a review in the event of any change.

8.3 The entity must comply with all relevant security and other requirements as specified in the:

- a) Protective Security Policy Framework (PSPF)
- b) Information Security Manual (ISM)
- c) other reasonable security procedures or additional requirements as advised by the DTA in writing or required by the entity to use services.

9. Suspected privacy or security breach

9.1 In the event of a suspected privacy or security breach, the entity or DTA must complete an incident form and provide notice to impacted parties in writing.

9.2 The DTA will work collaboratively with an entity to:

- a) report a suspected privacy or security breach including any personal information that may have been lost or subjected to unauthorised access, modification, use, disclosure, or other misuse or interference.
- b) investigate a suspected breach and implement measures to prevent any potential harm.

- c) determine whether notification is required under the Privacy Act 1988 (Cth).
 - d) establish which party will issue the notification where required under the Privacy Act 1988 (Cth).
 - e) address any actions directed by relevant authorities.
- 9.3 The entity may be required in these instances to provide the DTA or Sales Partners with access to their accounts and properties to support investigations.

10. Financial responsibility

Subscription fees

- 10.1 The DTA does not receive Government appropriation for administration of the Observatory.
- 10.2 The Observatory is a fee for service subscription arrangement, with expenses cost-recovered from government entities based on the usage of premium 360 properties.
- 10.3 The DTA sets fees on annual basis in consideration to:
- a) Google Marketing Platform licence fees.
 - b) Google Marketing Platform base fees.
 - c) Google Marketing Platform usage fees.
 - d) The total number of subscribed members and their consolidated usage.
 - e) Sales Partner training and support fees in accordance with the work order.
 - f) Administration expenses incurred by the DTA to manage the Observatory.
- 10.4 An annual increase of 10% for Google and Sales Partner fees is forecasted each subscription term.
- 10.5 The entity will pay subscription fees to the DTA for Google Marketing Platform services in accordance with the Observatory Subscription Fees and supplied invoice. All fees are reflected in Australian Dollars (\$ AUD).

- 10.6 The due date for payment is 30 days after receipt of the invoice by the entity.
- 10.7 The DTA is under no obligation to provide services to the entity until the subscription fees are paid.

Late payment

- 10.8 If the entity fails to make payment to the DTA by the due date, the DTA will manage the late payment in accordance with the dispute resolution process.
- 10.9 The DTA may downgrade services from premium to standard or terminate a subscription if an invoice issued to an entity is overdue by more than 60 days.

Review of fees

- 10.10 The DTA will review subscription fees on an annual basis or if there is a change to Google Marketing Platform or Sales Partner fees.
- 10.11 The DTA will monitor entity usage on a bi-annual basis in line with assigned subscription tiers.
- 10.12 The DTA reserves the right to recover from government entities any additional cost incurred as a result of the entity exceeding the maximum billable hits within their tier or excess use of available support hours.

Early termination

- 10.13 An entity can unsubscribe from the Observatory by providing at least 30 days written notice to observatory@dta.gov.au.
- 10.14 Paid subscription fees are non-refundable.

11. Service variations

- 11.1 Any variation to the work order with the Sales Partner that results in a change to costs, services, terms or conditions will be communicated to entities with at least 30 days' notice or otherwise as soon as reasonably practicable.
- 11.2 If the Observatory Subscription Service is transferred to another entity due to machinery of government changes or otherwise agreed, the DTA will be responsible for leading the joint notice to entities outlining the date of effect, transition activities and any anticipated changes.

- 11.3 The DTA commits to working collaboratively with any new Sales Partner or administrator of the Observatory to ensure continuity of services for subscribed entities.

12. Cessation of services

- 12.1 In the event that the DTA is directed to cease the Observatory Subscription Service, the DTA will work cooperatively with the government entity to transition services to an alternate provider and provide support through an offboarding process.

13. Dispute Resolution

- 13.1 In the event of a dispute between the DTA and entity under the Observatory Terms of Service, either party must provide written notice to the other party outlining the nature of the dispute.
- 13.2 Within 10 days from the date of issue of the dispute notice, the representative of each party appointed will attempt to resolve the dispute at an operational level.
- 13.3 If the representatives are unable to resolve the dispute within 20 days from the date of issue of the dispute notice, the matter will be escalated to Senior Executives to resolve.
- 13.4 If the matter is unable to be resolved at the Senior Executive level, a third-party mediator may be involved.