



Memorandum of Understanding

Between

Australian Federal Police (AFP)

And

Australian Paralympic Committee (APC)

on

**Cooperative arrangements in relation to
AFP support to the APC**

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1. Parties

- 1.1 The parties to this memorandum of understanding (MOU) are the:
- Australian Federal Police (AFP)
 - Australian Paralympic Committee (APC)

2. Purpose

- 2.1 The purpose of this MOU is to identify the cooperative arrangements between the AFP and APC on the AFP's support to the APC for the 2018 Peongchang Winter Paralympic Games and 2020 Tokyo Paralympic Games.
- 2.2 Nothing in this MOU is intended to have legal or binding effect or create a legally binding relationship between the parties.
- 2.3 This MOU is to be read in a spirit of cooperation between the two parties and be read in conjunction with any other other relevant documentation relating to this MOU.

3. Interpretation

- 3.1 Unless a contrary intention is stated, the acronyms and terms used in this MOU have the following meanings:

AFP	Australian Federal Police
APC	Australian Paralympic Committee
DFAT	Department of Foreign Affairs and Trade
SOC	Sochi Olympic Organising Committee
SLO	Security Liaison Officer
The Games	Peongchang 2018 Winter Paralympic Games and Tokyo 2020 Summer Paralympic Games
Host countries	Republic of Korea (2018) Japan (2018)

4. Roles of the parties

- AFP
- 4.1 The AFP will provide a SLO in support of the APC for the Games.
- 4.2 The AFP through the SLO will provide protective security advice to the APC in the lead up to and during the Games, based on the AFP's experience in assisting in major offshore events involving Australians.
- APC
- 4.3 The APC through its Executive Committee or their representative will:
- provide information to the AFP pertaining to athletes and officials, movements and location whilst in the host countries to enable the AFP to provide protective security advice to team management

- provide the SLO with access to team meetings and team managers throughout the deployment to the host countries.

5. Duration

5.1 This MOU will commence on the date the last signature is affixed and will operate until its termination in accordance with paragraph 18.1 of this MOU.

6. Annexes

6.1 This MOU establishes the framework for the relationship between the parties. Annexes relating to specific areas of operation may be developed by the parties and will form part of this MOU when agreed in accordance with this paragraph.

6.2 An annex is taken to be agreed under this MOU if it is signed by the AFP National Manager Protection Operations and the Chief Executive Officer APC.

6.3 An annex becomes effective from the last date of signing unless expressly stated otherwise in the annex, and will operate until its termination in accordance with the termination provision contained in that annex.

6.4 All annexes cease from the date this MOU terminates in accordance with paragraph 18.1.

6.5 Letters of exchange may be established under this MOU for outlining details of procedures such as information exchange or secondment of individuals.

7. Areas of responsibility

7.1 The AFP SLO will:

- provide a line of communication between the APC and the AFP resources located in the host countries and AFP Canberra
- request updated threat assessments through the Australian Government intelligence agencies
- provide unclassified advice to the APC on the threat environment in the host countries in the lead up to and during the Games
- provide security briefings to the APC for the protection of Australian paralympians whilst deployed in the host countries for the Games
- provide advice to the APC in the development of security planning for deployment of the Australian Paralympic team to the Games
- provide a point of liaison and contact with host country law enforcement officials where Australian paralympians are accommodated or competing

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- provide advice on security matters and recommend risk mitigation actions where appropriate
- attend security meetings at event locations
- attend team meetings at event locations as required
- liaise with other relevant security contractors engaged by the organising committees
- sign the APC code of conduct for the Games, and
- remain a member of the AFP and adhere to the Core Values of the AFP at all times.

7.2 The APC will:

- ensure the SLO has appropriate access to key members of the Australian Paralympic team and governance documents
- embrace the SLO as a member of the APC Executive
- provide appropriate accreditation for the SLO at the Games
- enable attendance at relevant test events in the host countries
- enable attendance of the SLO at all team meetings whilst deployed in the host countries for the Game
- provide accommodation, transport, team attire and meals for the SLO while deployed with the Australian Paralympic team
- provide relevant contact details of APC team management to assist in performing the role
- ensure open communication with team managers, and
- provide to the SLO on an 'as needs' basis, information pertaining to Australian Paralympic athletes/officials including; personal details, accommodation details, and location and movements.

7.3 Acknowledgements

Both parties acknowledge:

- the Australian Whole of Government (WoG) approach to coordination and management of the Games
- that DFAT has overall responsibility for providing travel advice and informing Australians overseas of the threat environment
- that the host countries are responsible for enforcing the law and providing a response to a security incident during the Games.

8. Command, Control and Communication

- 8.1 The AFP is a member of the Australian Government Major Events Interdepartmental Committee (IDC), which oversees and coordinates the WoG response to events likely to attract sizeable numbers of Australians.

8.2 DFAT is chair of the Major Events IDC and the AFP will bring forward matters relating to the security of the Games to the committee as necessary.

8.3 The AFP command structure comprises:

- National Manager Protection Operations
- Manager Aviation
- Coordinator Special Events and Reporting
- AFP Senior Liaison Officer Hong Kong
- AFP Paralympic Operational Planning Team

8.4 The APC executive reporting line is through:

Mrs Lynne Anderson CEO APC

9. Operational arrangements

9.1 The APC will provide all internal transport costs in the host countries, accommodation, meals and Australian Paralympian team kit to the SLO, during the Games deployment.

9.2 The APC will reimburse the AFP two return economy class airfares from Canberra to Peongchang, Republic of Korea and three return economy class airfares from Canberra to Tokyo, Japan. Total flight costs are not to exceed \$25,000 (twenty five thousand Australian dollars).

9.3 The SLO will be responsible for all incidentals over and above those costs outlined in paragraph 9.1 and 9.2.

10. Management meetings and liaison

10.1 The AFP will commit to sending a representative to all APC executive committee meetings in the lead up to the Games. The AFP will provide ongoing liaison to the APC through the AFP's Protection Special Events Planning Team and a contact number for that team will be made available to the APC.

10.2 The APC will provide early advice to the AFP on dates for executive meetings, to enable the AFP to provide a suitable representative to attend such meetings.

11. Information management and exchange

11.1 The parties will exchange information, including intelligence, relevant to meeting the objectives of this MOU. More detailed arrangements for information exchange may be outlined in letters of exchange under this MOU.

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- 11.2 The AFP and APC will, exchange information on a regular basis via a process negotiated between the two parties. This may include, but is not limited to:
- human resources (HR) information relevant to the SLO role, and
 - athlete considerations.
- 11.3 The parties will exchange information pursuant to this MOU in accordance with relevant Australian law relating to privacy and secrecy.
- 11.4 The parties will protect any information provided by another party from unauthorised access or disclosure.
- 11.5 The parties will comply with any conditions, restrictions or caveats imposed by the other party in respect of the handling or disclosure of information, taking into consideration both parties' responsibilities under freedom of information legislation.
- 11.6 An employee of either party authorised to have access to information or intelligence under this MOU, may not record, divulge or communicate such information except in the performance of the employee's official duties and for the purposes for which the information was provided.
- 11.7 The parties will not disclose information obtained under this MOU to a third party without the written consent of the information provider.
- 11.8 When a party becomes aware that information related to this MOU is subject to any legal proceedings, the party shall immediately notify the other party of the request for disclosure or access. The parties shall liaise on the handling of the request and any legal proceedings that may emerge.
- 11.9 This paragraph 11 survives termination of this MOU.

12 Government/ministerial information

- 12.1 The parties will, when preparing communications for government or ministers, take into account the:
- policies and procedures of the AFP and the APC, and
 - coordinated release of such information for the appropriate government(s)/minister(s) of each participating agency to ensure accurate and consistent information.

13. Media strategy

- 13.1 The parties will have responsibility for media releases on matters which they clearly and separately command or control.
- 13.2 Where both parties are involved in a matter of media interest, media releases should be agreed to, and provided jointly by the parties. Where it is unclear as to who the lead agency in a matter is, the parties will agree

on a case by case basis as to which party shall be the lead agency for media purposes. The parties agree that contributions provided by each party shall be reflected in any media release.

13.3 The parties agree not to make public announcement or media release about this agreement or disclose the agreement to a third party without the prior written consent of the other party.

13.4 The AFP and the APC will, through their respective media units, liaise to:

- ensure a cooperative approach on matters of mutual interest when dealing with the media.

13.5 Media management standard operating procedures will observe participating agency standards to avoid unauthorised disclosure of information and/or intelligence that may:

- compromise the safety of any person, and
- prejudice the agencies involved.

14. Management of this MOU

14.1 The AFP National Manager Protection Operations and CEO APC are jointly responsible for managing this MOU.

14.2 Their responsibilities include:

- overseeing the effective implementation and administration of this MOU
- reviewing the effectiveness of this MOU on a regular basis and, where necessary, negotiating amendments to the MOU in accordance with clause 15.3, and
- resolving any disputes in accordance with clause 17.1.

15. Variation and review

15.1 It is important that this MOU and any annexes remain consistent, relevant and current. The parties agree to review this MOU and any annexes on a two-yearly basis, and in the event any issues arise.

15.2 Should either party seek to vary this MOU, the parties will negotiate in good faith.

15.3 This MOU, an annex or letter of exchange may be varied at any time by agreement in writing, signed by the AFP National Manager Protection Operations and CEO APC.

16. Notices

16.1 Any notice or other communication under this MOU shall be given in writing.

17. Dispute resolution

- 17.1 For any matter in relation to this MOU that may be in dispute between the parties:
- the parties will attempt to resolve the matter at the workplace level, and if the matter is not resolved at such a meeting,
 - the parties arranging further discussions involving more senior levels of management meeting and conferring on the matter until such time as the matter is resolved.
- 17.2 Annexes to this MOU may contain dispute resolution clauses outlining the method to be used and the position(s) within each agency responsible for managing and/or resolving the dispute in the first instance. Appropriate provision(s) shall be made for escalating the dispute to a higher level of management should the matter not be resolved at a lower level.
- 17.3 Whilst attempting to resolve any dispute the parties will work cooperatively together in accordance with the tenor of this MOU and any joint aviation standard operating procedures.

18. Termination

- 18.1 Unless otherwise agreed to by the parties in accordance with paragraph 15, this MOU will continue to operate until the conclusion of the Games and the return of the Australian Paralympic team to Australia from the 2020 Paralympics in Tokyo, Japan.
- 18.2 If both parties are satisfied with the outcome of the subject of this MOU, consideration will be given to negotiating a new MOU for future Paralympic Games.
- 18.3 Where it is the intention of one party to terminate this agreement, that party will provide a minimum of three (3) calendar months' notice in writing to the other party.
- 18.4 Where this MOU is terminated under this clause, the parties agree to provide all reasonable assistance and cooperation necessary to ensure a smooth transition.

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19. Signatories to this MOU

SIGNED on behalf of the Australian Federal Police by:

Signature

David Sharpe
National Manager Protection Operations
Australian Federal Police

Dated this 23rd day of March 2017

SIGNED on behalf of Australian Paralympic Committee by:

Signature

Lynne Anderson
CEO, Australian Paralympic Committee

Dated this 3rd day of May 2017

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