



Australian Federal Police
and
Daniel Morcombe Foundation Inc

Memorandum of Understanding
on

Collaborative child protection
(prevention)
working arrangements

INFORMATION PUBLISHED
PURSUANT TO THE

FREEDOM OF INFORMATION ACT 1982
(COMMONWEALTH)

INFORMATION PUBLICATION SCHEME (IPS)

1. Participants

1.1 The participants to this Memorandum of Understanding (MOU) are the:

- Australian Federal Police (AFP); and
- Daniel Morcombe Foundation (DMF).

2. Purpose

2.1 This MOU sets out the agreement between the AFP and DMF in relation to:

- a. Promoting awareness activities across Australia on Day for Daniel (DfD); targeting all schools, kindergartens, businesses, community organisations, and State and federal government agencies; and providing all Australians with the knowledge and resources to educate children and their families on 'Keeping Kids Safe'.
- b. Promoting the large scale uptake of child safety education, supporting AFP child safety and missing person initiatives; the AFP ThinkUKnow cyber safety program; and DMF child safety educational resources to all education departments and schools in Australia.
- c. Establishing a framework for AFP and DMF to fulfil the obligations set out under this MOU, specifically joint AFP and DMF partnership objectives and expected outcomes.

2.2 Nothing in this MOU is intended to have legal or binding effect or create a legally binding relationship between the participants.

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
- AFP employees** Refers to members of the National Missing Persons Coordination Centre and the ThinkUKnow cyber

safety program.

Big Red	The DMF educational truck.
CEOP	Child Exploitation and Online Protection Centre (United Kingdom)
DMF child safety educational resources	DMF Keeping Kids Safe Resource Kit, and associated materials, promotion etc.
DfD	Day for Daniel (October)
DMF	Daniel Morcombe Foundation
Intellectual property	Includes all copyright, all rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered designs, and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary, entertainment, media, internet, or artistic fields.
MOU	Memorandum of Understanding
AFP National Missing Persons Coordination Centre (NMPCC)	The NMPCC exists to reduce the incidence and impact of missing persons in Australia. It does this by driving a nationally coordinated approach with State and Territory police, and by raising awareness of the cause, including the profiling of long-term missing persons. The NMPCC takes a lead law enforcement role in targeted outreach activities including National Missing Persons Week, International Missing Children's Day (25 May), and Day for Daniel.

INFORMATION PUBLISHED
PURSUANT TO THE
FREEDOM OF INFORMATION ACT 1982
(COMMONWEALTH)

ThinkUKnow The cyber safety education program for adults and school students licensed to the AFP by CEOP of the United Kingdom's National Crime Agency.

4. Roles of the participants

4.1 The AFP will:

- a. Work collaboratively on the production, promotion and uptake of AFP and DMF child safety educational resources and activities across Australia through existing distribution and stakeholder forums.
- b. Actively promote and participate in DfD, encouraging schools, community organisations, business and corporate partners across Australia to support the cause.
- c. Promote the DMF and its school curriculum program through existing internal and external channels, including outreach events and websites.
- d. Recognise the DMF as a community partner on Australians national missing persons register, missingpersons.gov.au and at thinkuknow.org.au.
- e. Provide ThinkUKnow cyber safety education material and training, to the DMF for the purposes of its child safety educational resources (Resource Kit).
- f. Actively promote ThinkUKnow and DMF joint cyber safety materials through internal and external mediums, including outreach events.

4.2 The DMF will:

- a. Acknowledge the AFP—the NMPCC and ThinkUKnow—as child protection (prevention) partners in DMF awareness strategies, materials, collateral, website and associated programs.
- b. Actively support the ThinkUKnow cyber safety education program along with National Missing Persons Week, International Missing Children's Day, and national missing person initiatives.

- c. Provide the AFP with the DMF truck 'Big Red' for the purposes of educational tours in support of events such as DfD, or where available, ThinkUKnow outreach events.
- d. Use the ThinkUKnow program as the resource for all cyber safety messaging in DMF presentations, collateral, and external communication products.
- e. At its discretion, provide public relations support for promotional activities for ThinkUKnow and the NMPCC.

5. Reporting

5.1 Reporting will take the form of:

- a. Informal monthly updates on progress to the DMF Board from the AFP and the DMF project management team.
- b. Progress reporting on cyber safety initiatives through the ThinkUKnow Board of Management.
- c. A report in December of each year incorporating joint projects and initiatives undertaken by the DMF, the NMPCC, and ThinkUKnow, incorporating recommendations for the following year.

6. Evaluation

6.1 Evaluation will be based on:

- a. Reaching annual agreed targets.
- b. Uptake and feedback of child safety educational resources.
- c. Uptake of ThinkUKnow cyber safety program in schools.
- d. Increased uptake of schools participating in DfD.

6.2 Issues and needs in respect to joint projects will be identified; both the AFP and DMF is open to receiving relevant suggestions on improving programs where necessary.

7. Intellectual Property and Logos

- 7.1 Intellectual Property vesting in material created pursuant to this MOU will vest in the AFP, unless the parties otherwise agree in writing.
- 7.2 A party ('Licensee') will only use a Logo owned or licensed by the other party ('Licensor') with the other party's prior written permission. If permission is granted, then the Licensee's use of the Logo will be subject to the following conditions:
- (a) the Licensee must not sell, offer for sale or otherwise profit from the use of the Logo;
 - (b) the Licensee must not represent itself and must ensure its officers, employees, agents and subcontractors do not represent themselves as being an officer, employee or agent of the Logo owner, or as otherwise able to bind or represent the Logo owner;
 - (c) the Licensor may at its sole discretion revoke the Licensee's permission to use the Logo at any time by providing the Licensee with written notice;
 - (d) the Licensee must not knowingly allow any other party to reproduce the Logo without the express consent of the party owning or licensing the logo;
 - (e) the Licensee must not reproduce, use or deal with the Logo in a manner that would bring disrepute on the owner of the Logo;
 - (f) Intellectual Property In Logo remains the exclusive property of its owner;
 - (g) the Logo will be in a format provided by the Licensor;
 - (h) the Licensee must not sublicense any of the rights granted to it above; and
 - (i) any other conditions specified in the permission.
- 7.3 Both parties acknowledge that ownership of Intellectual Property vesting in the Logos will not be altered, transferred or assigned by virtue of its use in accordance with this clause.
- 7.4 This MOU acknowledges the AFP uses the ThinkUKnow collateral and associated logos under license from CEOP.

FREEDOM OF INFORMATION ACT 1982
(COMMONWEALTH)

INFORMATION PUBLICATION SCHEME (IPS)

8. Duration

- 8.1 This MOU will commence on the date the last signature is affixed and operate until terminated in accordance with clause 15 of this MOU.

9. Annexes

- 9.1 This MOU establishes the framework for the relationship between the participants. Annexes relating to specific areas of operation may be developed by the participants and will form part of this MOU when agreed upon in accordance with this clause.
- 9.2 An annex is taken to be agreed under this MOU if it is signed by both the AFP National Manager Crime Operations and joint CEOs of DMF.
- 9.3 An annex becomes effective from the last date of signing unless expressly stated otherwise in the annex, and will operate until terminated in accordance with the termination provision in that annex.
- 9.4 All annexes cease effect from the date this MOU is terminated in accordance with clause 15.
- 9.5 Letters of exchange may be established under this MOU to outline details of procedures such as exchanging information or in regards to the assignment of individuals.

10. Information exchange

- 10.1 The participants will exchange information relevant to meeting the objectives of this MOU. More detailed arrangements for information exchange may be outlined in letters of exchange under this MOU.
- 10.2 The participants will exchange information pursuant to this MOU in accordance with relevant Australian law relating to privacy, secrecy and disclosure of information.

INFORMATION PUBLISHED

PURSUANT TO THE

FREEDOM OF INFORMATION ACT 1982
(COMMONWEALTH)

INFORMATION PUBLICATION SCHEME (IPS)

- 10.3 The participants will protect any information provided by the other party from unauthorised access or disclosure.
- 10.4 The participants will comply with any conditions, restrictions or caveat imposed by the other party in respect of the handling or disclosure of information.
- 10.5 Personnel 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 personnel's official duties and for the purposes for which the information was provided.
- 10.6 The participants will not disclose information obtained under this MOU to a third party without the written consent of the information provider.

11. Communication, policy and media strategy

- 11.1 The participants agree that maintaining open lines of communication is essential to maintaining an effective relationship. Accordingly it is agreed that the AFP and the DMF board will liaise as required, and through informal monthly meetings..
- 11.2 Briefs to Ministers on operational matters involving both participants should be agreed and provided jointly by the participants. The participants agree to communicate on policy positions in other areas (for example policy forums) where possible; however briefs to Ministers on these issues may be made separately.
- 11.3 Where both participants are involved in a matter of media interest involving an announcement or significant matter content, including media releases, should be agreed to, and provided jointly by the participants. Where it is unclear as to who is the lead agency in a matter, the participants will agree on a case by case basis as to which party shall be the lead agency for media purposes. The participants agree that

contributions provided by each party shall be reflected in any media release.

- 11.4 Specific arrangements for communication and media issues may be included in an annex(es) to this MOU. Such arrangements must be consistent with principles outlined in this clause.
- 11.5 Each party agrees, when necessary, to consult the other party on relevant proposed legislative changes that may potentially impact on the other party before seeking approval for the proposed legislative change from Ministers.

12. Legal and financial liabilities

- 12.1 This MOU does not establish any legal liabilities between the participants. Any legal liability arising from action under this MOU will be dealt with according to law, legislation and/or other instruments intending to establish a legal relationship.
- 12.2 The participants will liaise with each other over any legal liabilities or other legal issues arising from action under this MOU.
- 12.3 The participants may create annexes or enter into less formal arrangements to deal with any general financial arrangements.

13. Resolution Differences

- 13.1 The participants will settle any differences arising in relation to this MOU by amicable consultation without any unreasonable delay.

14. Variation and review

- 14.1 It is important that this MOU and its annexes remain consistent, relevant and current. The participants will review this MOU and annexes on an annual basis and in the event any issue arises.

FREEDOM OF INFORMATION ACT 1982
(COMMONWEALTH)

INFORMATION PUBLICATION SCHEME (IPS)

14.2 Should either participant seek to vary this MOU, the participants will negotiate in good faith.

14.3 This MOU may be varied at any time by agreement in writing and signed by persons holding the offices of the original signatories.

15. Termination

15.1 Either party may terminate this MOU without reason by giving the other party 30 days' notice in writing.

15.2 Termination does not affect liabilities and obligations separately established by law and legislation.

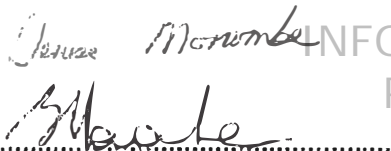
SIGNED for and on behalf of the
Australian Federal Police by
Assistant Commissioner Debbie Platz
National Manager Crime Operations



.....

Date signed: 10 April 2017

SIGNED for and on behalf of the
Daniel Morcombe Foundation by the Directors of the Daniel Morcombe
Foundation
Bruce and Denise Morcombe



.....

Date signed: 20th March 2017
FREEDOM OF INFORMATION ACT 1982
(COMMONWEALTH)