

Memorandum of Understanding

Procedures for broadcasting of emergency information by Commercial Broadcasters in Victoria

Minister for Police and Emergency Services on behalf of the
State of Victoria

Commercial Radio Australia Limited ACN 059 731 467

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Memorandum of Understanding

between

Minister for Police and Emergency Services on behalf of the State of Victoria pursuant to the *Emergency Management Act 1986 (Vic)*

(Coordinator-in-Chief)

and

Commercial Radio Australia Limited ACN 059 731 467 on behalf of Victorian commercial radio broadcasters listed in Item 4 of Schedule 1

(Commercial Radio Australia)

Background

1. The role of the Coordinator-in-Chief, as the Coordinator-in-Chief of Emergency Management for the purposes of the *Emergency Management Act 1986 (Vic)*, is to:
 - a. ensure that adequate emergency management measures are taken by government agencies; and
 - b. co-ordinate the activities of government agencies carrying out their statutory functions, powers, duties and responsibilities in taking such measures.
2. The EMMV is an emergency management manual maintained by the Office of the Emergency Services Commissioner and contains policy and planning documents for emergency management in Victoria, including information on what roles different government organisations play in the emergency management arrangements.
3. Commercial Radio Australia is a national industry body and represents the Commercial Broadcasters, its Victorian member stations. Membership of Commercial Radio Australia is open to Australian companies that hold a section 36 or section 39 commercial radio broadcasting service licence under the Broadcasting Act that entitles them to provide radio services in the broadcasting services bands.
4. Commercial Radio Australia is authorised to enter into this MOU on behalf of the Commercial Broadcasters. Commercial Radio Australia will supply the Coordinator-in-Chief with a letter signed by the Commercial Broadcasters within 7 days of the date of this MOU, confirming that the Commercial Broadcasters authorise Commercial Radio Australia to sign this MOU on their behalf.
5. The Victorian Bushfires Royal Commission was established by the State of Victoria in order to investigate the Victorian Bushfires, including the Black Saturday bushfires of 7 February 2009, which caused extensive loss of life.
6. The Commission has considered options for the improvement of state-based warning systems, and this has been reflected in recommendations on warnings in the Commission's Interim Report of 17 August 2009. Recommendation 4.6 states that:

'The State invite commercial broadcasters to enter into a Memorandum of Understanding (MOU), similar to its MOU with the ABC, on the dissemination of bushfire warning messages and the use of the Standard Emergency Warning Signal by those operators.'

7. Commercial Broadcasters operate under authority of licences issued by ACMA. Ownership and use of those licences is subject to a number of different legislative instruments as well as the general law. Under a co-regulatory scheme established by the Broadcasting Services Act, the commercial radio industry has also developed the Codes of Practice which deal with other subject matters not dealt with by the licence conditions.
8. In particular, Commercial Broadcasters are required to comply with Commercial Radio Code of Practice 8 – Broadcast of Emergency Information, a current version of which is attached as **Appendix 1**, which sets out the obligations of commercial broadcasters in relation to the broadcast of emergency information. This MOU is entered into by the Parties in recognition of the vital importance of timely, accurate warnings in protecting human life during emergency events.
9. The Parties will work in partnership to provide effective broadcasts of warnings, emergency information and official advice, before, during and after emergencies for commercial radio listeners in Victoria.

Introduction

10. This MOU constitutes an arrangement between the Coordinator-in-Chief and Commercial Radio Australia to facilitate the broadcasting of emergency information and warnings during emergency events.
11. The Parties acknowledge that this MOU is not legally binding, and that no liability or other sanctions will attach to any party following any departure from the aims or obligations set out in this MOU. Notwithstanding this clause, the Parties' intention is to adhere to the procedures set out in this MOU.
12. For the avoidance of doubt, the Parties acknowledge that there will be no sanction or recourse by one Party against the other for any breach of this MOU.
13. This MOU does not affect the capacity of the Coordinator-in-Chief, Control Agencies, Commercial Radio Australia or Commercial Broadcasters to enter into other agreements. The Parties acknowledge that there will be other emergency broadcasting agreements.
14. The Coordinator-in-Chief will ensure that the Commercial Broadcasters are known as official emergency broadcasters and promoted as official emergency broadcasters by Control Agencies.
15. Commercial Broadcasters will work in collaboration with the relevant local emergency management committee, and local government in matters relating to signage.
16. This MOU and the procedures set out in this MOU may also apply to future or developing means of broadcasting, including online broadcasting and broadcasting through digital radio, as agreed by the Parties from time to time.

Definitions

17. The following terms are used in this MOU:

ACMA means the Australian Communications and Media Authority.

Broadcasting Services Act means the *Broadcasting Services Act 1992 (Cth)*.

Codes of Practice means the Commercial Radio Codes of Practice registered with ACMA.

Commencement Date means the commencement date of this MOU set out in Item 1 of Schedule 1.

Commercial Broadcasters means the radio broadcasters and representative organisations listed at Item 4 in Schedule 1, as amended from time to time by Commercial Radio Australia by notice in writing to the Coordinator-in-Chief.

Control Agency has the same meaning as in the EMMV. In this regard it is noted that: various emergency services agencies may be the Control Agency depending upon the emergency and, as at the date of this MOU include the agencies listed at Item 3 in Schedule 1;

- (a) the Control Agency for a specified type of emergency is responsible for media and public information dissemination;
- (b) the Control Agency may change as the emergency progresses; and
- (c) in addition to the Control Agency, Victoria Police has specific responsibilities to ensure public information is co-ordinated.

EMMV means the Emergency Management Manual Victoria established under the *Emergency Management Act 1986 (Vic)* which is provided as a series of files on the web site www.oesc.vic.gov.au.

MOU means this memorandum of understanding as amended from time to time.

Party and Parties means severally the parties to this MOU.

SEWS means the standard emergency warning signal which alerts the community to the broadcast of an urgent safety message related to a major emergency or disaster.

SEWS Guidelines means the SEWS guidelines issued by Victoria Police and published on the website <http://www.police.vic.gov.au>.

Interpretation

18. In this MOU unless the context indicates to the contrary:
 - a. words importing persons includes a partnership and a body whether corporate or otherwise;
 - b. words in the singular include the plural and the words in the plural include the singular;
 - c. clause headings are inserted for convenience only and have no effect in limiting or extending the language of provisions to which they refer; and
 - d. where a conflict or inconsistency arises between any part of the terms and conditions contained in the clauses of this MOU and the Commercial Radio Code of Practice 8 – Broadcast of Emergency Information, the terms and

conditions of the clauses of the Commercial Radio Code of Practice 8 – Broadcast of Emergency Information take precedence.

Purpose and implementation of this MOU

19. The purpose of this MOU is to:
 - (a) help protect human lives during emergency events; and
 - (b) facilitate the effective dissemination of emergency information via Commercial Broadcasters' networks in Victoria.
20. The procedures set out in this MOU are "all hazards" procedures, so they apply equally to a wide range of significant emergency events. These include, for example, flood, fire, transport accidents, terrorist incidents, earthquakes or environmental emergencies. These hazards include emergencies which may not have been previously experienced in Victoria.

Co-operation and consultation

21. Under this MOU the Parties agree to work together closely to achieve the overall purpose of enhancing the dissemination of emergency warnings in Victoria. They agree to do this by providing a fast and reliable facility to communicate emergency messages to listeners of commercial radio broadcasts in Victoria.
22. While working under this MOU the Parties agree to approach any discussions and operational matters in a co-operative, consultative and transparent manner.
23. The Parties agree to meet formally at the State and local levels on an annual basis to review emergency procedures and arrangements.
24. The Parties agree to meet after major emergency events, to ensure ongoing, open communication between the Parties, so they can continually improve broadcasting of emergency information.
25. The Parties will encourage ongoing development of locally tailored arrangements and working relationships between Commercial Broadcasters and Control Agencies, particularly with those Control Agencies on the Municipal Emergency Management Planning Committees or Regional Emergency Response Planning Committees.

Commercial Broadcasters undertakings

26. Commercial Broadcasters commit to broadcasting emergency messages in the agreed form provided by a Control Agency, in a timely manner, in order to notify commercial radio listeners that a significant emergency is occurring in their area.
27. Commercial Broadcasters agree to break into programming to broadcast emergency warnings and, in collaboration and agreement with Control Agencies, move to continuous coverage where necessary during major emergencies.
28. The Coordinator-in-Chief will work towards aligning State and Federal arrangements for breaking into programming and broadcasting emergency warnings and information by Control Agencies.

29. Commercial Broadcasters agree to use SEWS as requested by the Control Agency, and in accordance with the SEWS Guidelines.
30. Commercial Broadcasters agree to test and exercise all the arrangements under this MOU with the Control Agencies, and continue to work cooperatively to further the effectiveness of warnings.
31. Commercial Broadcasters will be available to broadcast emergency warnings and advice 24 hours a day, 7 days a week, 365 days of the year.
32. Commercial Broadcasters will work in partnership with the Coordinator-in-Chief where possible to educate the community about preparation and response to emergencies.
33. Where possible, Commercial Broadcasters will also broadcast emergency recovery information to assist the community to recover from emergencies.

Contact mechanism

34. So that the Control Agencies are able to contact Commercial Broadcasters quickly and easily when they have a warning message which needs to be broadcast, Commercial Broadcasters agree to provide contact details that can be used 24 hours a day, 7 seven days a week, for contact by the Control Agencies.
35. Commercial Broadcasters' contact numbers will provide ready access to senior and experienced staff who are authorised to interrupt broadcasts for their stations.
36. Commercial Broadcasters agree to establish other points of contact, including facsimile and email, so they may be contacted during, or in advance of, an emergency event, by any Control Agency.
37. It is important that the phone, facsimile or email systems supporting Commercial Broadcasters' 24 hour 7 day points of contact are all designed and maintained by Commercial Broadcasters with the necessary technical capacity for an emergency event, so that they are generally able to withstand situations involving a large number of emergency messages.

Control Agencies undertakings

38. The Coordinator-in-Chief will ensure that Control Agencies provide contact details that can be used 24 hours a day, 7 seven days a week, for contact by the Commercial Broadcasters to ensure information is up to date and current.
39. The Coordinator-in-Chief will ensure that Control Agencies provide warnings and emergency information to Commercial Broadcasters in a timely and accurate manner, so Commercial Broadcasters are in turn able to broadcast them.
40. Where possible, as part of the planning phase and process, the Coordinator-in-Chief will help ensure priority is placed on facilitating the quick repair and access to Commercial Broadcasters' transmission infrastructure, to assist Commercial Broadcasters in maintaining transmission during emergency events.
41. The Parties will work together as part of the planning phase and process to identify critical infrastructure that is necessary for the broadcast of emergency information

that could require protection during emergency events. This is intended to complement the work done by Commercial Radio Australia and the Federal Government's Communications Sector Infrastructure Assurance Advisory Group in relation to the location of infrastructure.

42. Local incident controllers will retain discretion in relation to allocating and prioritising the deployment of resources for the protection or access to all local infrastructure including that owned, leased or operated by radio broadcasters. Protection of human life remains the priority of all incident management.
43. The Coordinator-in-Chief will ensure that, where possible, Commercial Broadcasters are advised of extreme weather forecasts to help with preparation for potential emergency events.
44. The Coordinator-in-Chief will ensure that Control Agencies, with Commercial Broadcasters, agree to test and exercise all the arrangements under this MOU.
45. The Coordinator-in-Chief will ensure that pre-fire season briefs and post-fire season debriefs with Commercial Broadcasters will be arranged.
46. The Parties will investigate technological solutions that can provide access to an online resource that contains emergency warnings, information and audio grabs for commercial broadcasters, to assist Control Agencies in meeting a high demand for interviews during emergencies.
47. The Parties will ensure that Control Agencies (in the case of the Coordinator-in-Chief) and Commercial Broadcasters (in the case of Commercial Radio Australia) jointly establish systems for recording and communicating the receipt of warnings.
48. The Parties will ensure that the Commercial Broadcasters and the Control Agencies establish systems and processes capable of dealing with high volumes of warnings during large-scale emergency events. These systems and processes should be appropriately resourced, to cope with situations where there are a large number of emergency warnings that need to be broadcast. The Parties reserve their rights to manage their resources at their own discretion.

Operation of this MOU

49. The Parties acknowledge that for the procedures under this MOU to operate, it is important that emergency warnings and information are considered as separate from editorial, news and other content on the Commercial Broadcasters' networks, and that this MOU does not affect Commercial Broadcaster's journalistic independence.
50. Commercial Broadcasters acknowledge that information about broadcasting coverage area and geographic location is important to Control Agencies so that they know which Commercial Broadcaster to provide warning information to. Commercial Broadcasters agree to provide this information to the Control Agencies.
51. In keeping with obligations under the Codes of Practice, and in the interests of public safety, Commercial Radio Australia will ensure that best endeavours will be made by Commercial Broadcasters to ensure the accuracy of information being broadcast during an emergency by spokespeople other than a Control Agency, particularly in situations involving talkback callers.

52. In broadcasting news in relation to emergencies, Commercial Broadcasters will comply with all obligations regarding accuracy contained in Code 2 of the Codes of Practice. In particular, Commercial Broadcasters will ensure that such content is presented accurately and not in such a way as to intentionally create public panic or unnecessary distress to listeners, and is in the best interests of public safety.
53. Where possible, Commercial Broadcasters will develop and put in place disaster contingency plans for implementation of the procedures set out in this MOU. These plans will align with Federal Government arrangements for protection of critical infrastructure, to the extent that Commercial Broadcasters are involved in those arrangements.

Representatives

54. Each Party will nominate a representative to act as the contact point for all communications under this MOU.
55. Item 2 of Schedule 1 contains details of the representatives for the Coordinator-in-Chief and Commercial Radio Australia. These representatives will be responsible for communications under this MOU on behalf of their respective Parties.
56. Parties may replace their representatives, and if they do this they must give written notice to the other Party. The representatives are authorised to act as the agents of the Parties in relation to the exercise by the Parties of their rights and discretions under this MOU.

General

57. This MOU will commence on the Commencement Date and will continue until it is terminated by the Parties.
58. To continue to improve emergency broadcasting arrangements, this MOU and the procedures set out in this MOU will be reviewed annually by the Parties.
59. This MOU may be terminated by written agreement of both Parties.
60. No variation or amendment of this MOU is binding unless it is agreed in writing by both Parties.

Dispute resolution

61. For the day-to-day operation of this MOU, in the first instance the Parties agree to address any operational difficulties, disputes, issues or disagreements together in a transparent manner and through open discussion.
62. If the Parties are unable to resolve a dispute, the Parties may refer the dispute to the Emergency Services Commissioner and Commercial Radio Australia for resolution.
63. Even if a dispute is taking place, the Parties to the dispute should make best efforts to continue to comply with this MOU in the interests of public safety.

Signed by the Parties this 26th day of October 2009.

Signed for and on behalf of Commercial Radio Australia Limited ACN 059 731 467 by

Director (signature) CEO & SECRETARY

JOAN WARNER

Director's Name (print)

5/88 FOUCAUX ST JURRY HILLS NSW

Director's Usual Address

FOR & WITH THE AUTHORITY OF COMMERCIAL RADIO AUSTRALIA LTD.

Director/Secretary (signature)

Director/Secretary's Name (print)

Director/Secretary's Usual Address

Signed for and on behalf of the Minister for Police and Emergency Services by

[insert name of authorised signatory]

in the presence of:

Signature

BOB CAMERON

Name

MINISTER FOR POLICE & EMERGENCY SERVICES

[title of authorised signatory]

Witness signature

BRUCE ESPLIN

Witness Name (print)

Schedule 1

Item 1 Commencement Date:

26 October 2009

Item 2 Address of Representatives:**Coordinator-in-Chief**

Name: Bruce Esplin

Position: Emergency Services Commissioner

Address: Level 23, 121 Exhibition Street, Melbourne, Victoria 3001

Telephone:

Fax:

Email:

Commercial Radio Australia

Name: Joan Warner

Position: Chief Executive Officer

Address: Level 5, 88 Foveaux Street, Surry Hills NSW 2010

Telephone:

Fax:

Email:

Item 3 Control Agencies include the following agencies:

Victoria Police

Country Fire Authority

Department of Sustainability and the Environment

Metropolitan Fire and Emergency Services Board

Victoria State Emergency Service

Department of Human Services

(and other agencies as represented under the emergency management arrangements)

Item 4 Commercial Broadcasters includes the following broadcasters and representative organisations, and their members:

<u>NETWORK/LICENSEE</u>	<u>ON-AIR CALL SIGN</u>	<u>LOCATION</u>
ACE RADIO BROADCASTERS		
ACE Radio Broadcasters Pty Limited	3CS	COLAC
ACE Radio Broadcasters Pty Limited	Mixx 106.3 FM	COLAC
ACE Radio Broadcasters Pty Limited	95.9 FM	COLAC
ACE Radio Broadcasters Pty Limited	92.7 FM	COLAC
ACE Radio Broadcasters Pty Limited	3HA	HAMILTON
ACE Radio Broadcasters Pty Limited	Mixx FM (88.9 FM)	HAMILTON
ACE Radio Broadcasters Pty Limited	93.7FM	HAMILTON
ACE Radio Broadcasters Pty Limited	3SH	SWAN HILL
ACE Radio Broadcasters Pty Limited	Mixx FM 107.7	SWAN HILL
ACE Radio Broadcasters Pty Limited	3GV Gold 1242	SALE & GIPPSLAND
ACE Radio Broadcasters Pty Limited	3TRFM(99.5FM)	SALE & GIPPSLAND
ACE Radio Broadcasters Pty Limited	99.9 FM	SALE & GIPPSLAND
ACE Radio Broadcasters Pty Limited	3WM	HORSHAM
ACE Radio Broadcasters Pty Limited	Mixx FM 101.3 & 98.5	HORSHAM
ACE Radio Broadcasters Pty Limited	98.7FM	HORSHAM
ACE Radio Broadcasters Pty Limited	Mixx FM 101.3 & 98.5	HORSHAM
Regional Communications Pty Ltd (ACN 005 586 470)	3YB	WARRNAMBOOL
Regional Communications Pty Ltd (ACN 005 586 470)	Coast FM(95.3FM)	WARRNAMBOOL
Radio Albury-Wodonga Pty Limited	2AY	ALBURY/WODONGA
AUSTEREO PTY LTD		
Austereo Pty Ltd	FOX FM	MELBOURNE
Triple M Melbourne Pty Ltd	Triple M	MELBOURNE
AUSTRALIAN RADIO NETWORK		
ARN Broadcasters Pty Ltd	Gold 104.3 FM	MELBOURNE
Double T Radio Pty Limited	Mix 101.1 FM	MELBOURNE
DMG RADIO		
Vega 91.5	91.5	MELBOURNE
Nova 100 Pty Ltd	NOVA 100.3	MELBOURNE
FAIRFAX RADIO		
3AW Fairfax Radio Network Pty Ltd	3AW	MELBOURNE
1278 Fairfax Radio Network Pty Ltd	Magic 693	MELBOURNE
GRANT BROADCASTERS		
Geelong Broadcasters Pty Limited	FM 95.5 K-Rock	GEELONG
Geelong Broadcasters Pty Limited	93.9 Bay FM	GEELONG
Ballarat Radio Pty Ltd	103.1 Power FM	BALLARAT
Ballarat Radio Pty Ltd	3BA FM 102.3	BALLARAT
Radio Central Victoria Pty Ltd	Easymix 1467	MILDURA
Radio Central Victoria Pty Ltd	Easymix Ten-71	BENDIGO
Radio Central Victoria Pty Ltd	98.3FM	BENDIGO

MACQUARIE SOUTHERN CROSS MEDIA		
Goulburn & Border Broadcasters Pty Ltd	3SR 95.3 FM	SHEPPARTON
Goulburn & Border Broadcasters Pty Ltd	Sun FM 96.9	SHEPPARTON
Radio 3BO Pty Limited	3BO FM 93.5	BENDIGO
Radio 3CV Pty Limited	Star FM 91.9	BENDIGO
Radio 3MA Pty Limited	Star FM 99.5	MILDURA
Radio 3MA Pty Limited	3MA FM	MILDURA
Star FM Warragul	94.3 STAR FM	WARRAGUL
Radio Albury Wodonga Pty Ltd	104.9 STAR FM	ALBURY/WODONGA
Goulburn & Border Broadcasters Pty Ltd	The River 105.7 FM	ALBURY/WODONGA
NORTH EAST BROADCASTERS		
North East Broadcasters Ltd	3NE 1566 AM	WANGARATTA
North East Broadcasters Ltd	102.1 Edge FM	WANGARATTA
PACIFIC STAR NETWORK		
Victorian Radio Network	3MP	MELBOURNE
Sports & Entertainment Network (SEN)	SEN	MELBOURNE
RESONATE BROADCASTING PTY LTD		
Resonate Broadcasting Pty Ltd	3GG	WARRAGUL

Appendix 1

Commercial Radio Code of Practice 8 – Broadcast of Emergency Information

CODE OF PRACTICE 8

BROADCAST OF EMERGENCY INFORMATION

Purpose

- 8.1 The purpose of this code is to ensure licensees have procedures in place to enable the timely and accurate broadcast of emergency information.

Broadcast of emergency information

- 8.2 A licensee will, in consultation with appropriate emergency and essential service organisations, implement a set of internal procedures to enable the timely and accurate broadcast of warnings and information supplied by such organisations relating to an existing or threatened emergency:
- 8.3 A designated position in relation to each station is to be identified as the contact officer during business and non-business hours for all matters relative to this code.
- 8.4 It is recognised that compliance by the licensee with clause 8.2 of this code is dependent upon the co-operation of the emergency or essential service organisations. A licensee will not be regarded as in breach of this code if any emergency or essential service organisation declines or fails to respond to the licensee's request to consult or provide relevant information.
- 8.5 In developing internal procedures pursuant to clause 8.2, a licensee will not be responsible for inaccurate information provided by any emergency or essential service organisation or for the failure of an emergency or essential service organisation to comply with the procedures.
- 8.6 A licensee will review and, where necessary, update procedures annually.