



Australian Government

**Department of Immigration
and Border Protection**

**Department of Agriculture
and Water Resources**

Head Memorandum of Understanding for the collaborative
working relationship between

Department of Agriculture and Water Resources
(Agriculture)

(ABN 2411 308 5695)

and

Department of Immigration and Border Protection (**DIBP**)

(ABN 86 267 354 017)

Head MOU Information

Participants

Name The Commonwealth of Australia as represented by the Department of Agriculture and Water Resources
Short form name **Agriculture**

Name The Commonwealth of Australia as represented by the Department of Immigration and Border Protection
Short form name **DIBP**

Overview

As a principles-based document, this Head Memorandum of Understanding (MOU) sets out the overall framework within which Agriculture and DIBP will work together to provide a high level of collaboration, support and service to each other and to the Australian Government.

Table of Contents

Head MOU Information	2
Overview	2
Terms	4
Part 1 – General	4
1. Definitions and interpretation	4
Expiration Date	4
Part 2 - Administration	7
2. Governance Arrangements	7
3. Dispute Resolution	8
4. Variation	8
5. Termination	8
6. Communications Strategy and Media	9
7. Ministerial Briefs	9
8. Not Legally Binding	9
9. Intellectual Property	9
10. Information and Expertise Sharing	10
11. Review	10
12. Inconsistency	10
Signing page	11

Part 1 – General

1. Definitions and interpretation

1.1 Definitions

In this MOU, except where the contrary intention is expressed, the following definitions are used:

Activity	the Activity(ies) described in Schedule(s).
Agriculture	the Department of Agriculture and Water Resources and includes any department, agency or authority of the Commonwealth which is from time to time responsible for administering this MOU.
DIBP	the Department of Immigration and Border Protection, including its operational arm, the Australian Border Force (ABF) and includes any department, agency or authority of the Commonwealth which is from time to time responsible for administering this MOU.
Commencement Date	the date on which this MOU commences, as specified in clause 1.4.
Expiration Date	the date on which this MOU expires, as specified in clause 1.4.
MOU	this Memorandum of Understanding between Agriculture and DIBP, as amended from time to time, and includes its schedules and any attachments.
Notice	a notice, demand, consent, approval or communication issued under this MOU.
Participant	Agriculture or DIBP.
Participants	Agriculture and DIBP.
Schedule(s)	the schedule(s) made under this MOU which details the Activity.
Term	the period of time between the Commencement Date and the Expiration Date (inclusive) of the MOU, as identified at clause 1.4.

1.2 Purpose

- (a) The Participants have agreed to work together to provide a high level of collaboration, support and service to each other and to the Australian Government.
- (b) The Participants recognise that they are instruments of the Australian Government and as such strive to achieve the Australian Government's objectives efficiently and

effectively. The cooperative intent outlined in this MOU reflects the desire to achieve a whole-of-government approach to border protection.

- (c) The purpose of this MOU is to document the understanding between the Participants for delivery of relevant Activity(ies) and includes:
 - (i) the roles and responsibilities of the Participants; and
 - (ii) the consultation and management responsibilities.

1.3 Scope of MOU

This MOU:

- (b) identifies key responsibilities;
- (c) confirms arrangements for the delivery of the Activity(ies) in the Schedule(s); and
- (d) establishes a flexible approach to variations to this MOU.

1.4 Term

This MOU is effective for the Term, beginning on the Commencement Date and expiring on the Expiration Date:

- (a) The Commencement Date is:
 - (i) the date on which both Participants sign this MOU; or
 - (ii) if the Participants do not sign this MOU on the same day, the date the last Participant signs this MOU.
- (b) Expiration Date is:
 - (i) the date which both Participants agree to terminate this MOU in writing; or
 - (ii) if the Participants do not agree to terminate this MOU on the same day, the date which the last Participant agrees to terminate this MOU in writing.

1.5 Transition arrangements for existing arrangements.

As an interim measure, existing Annexes under the MOU dated 21 July 2011 will continue to operate under this Head MOU as schedules from the date of commencement of the Head MOU. These schedules will be reviewed within 12 months of the commencement date of this Head MOU.

1.6 Relationship between the Participants

- (a) The Participants will work closely together during the Term of this MOU to facilitate the successful delivery of the Activities under this MOU.
- (b) Each Participant will:
 - (i) act in the spirit of cooperation and good faith in the performance of this MOU;

- (ii) liaise with the other Participant as necessary;
- (iii) provide all information as specified under the MOU and in a timely manner; and
- (iv) immediately or as soon as practicable notify each other Participant of any matter which will impact the other, relating directly or indirectly to this MOU or anything which this MOU may contemplate;

to ensure that the Participants are able to perform their roles and responsibilities as set out in this MOU.

1.7 Roles of the Participants

- (a) The role of Agriculture is to:
 - (i) Support more sustainable, productive, internationally competitive and profitable Australian agricultural, food and fibre industries through policies and initiatives that promote better resource management practices, innovation, self-reliance and improved access to international markets.
 - (ii) Safeguard Australia's animal and plant health status to maintain overseas markets and protect the economy and environment from the impact of exotic pests and diseases, through risk assessment, inspection and certification and the implementation of emergency response arrangements for Australian agricultural, food and fibre industries.
 - (iii) Improve the health of rivers and freshwater ecosystems and water use efficiency through implementing water reforms, and ensuring enhanced sustainability, efficiency and productivity in the management and use of water resources.
- (b) The role of DIBP is to:
 - (i) Protect Australia's sovereignty, security and safety by managing its border, including through managing the stay and departure of all non-citizens.
 - (ii) Support a prosperous and inclusive society, and advance Australia's economic interests through the effective management of the visa and citizenship programs and provision of refugee and humanitarian assistance.
 - (iii) Advance Australia's economic interests through the facilitation of the trade of goods to and from Australia and the collection of border revenue.

1.8 Schedules

- (a) The Participants may develop a set of Schedules to support this MOU. These Schedules will form part of the MOU when created in accordance with this MOU.
- (b) Each Schedule will:
 - (i) relate to a mutually agreed issue; and
 - (ii) set out an approach for the most effective working relationship required to manage each issue.

- (c) In accordance with this MOU, a Schedule:
 - (i) is made under this MOU if it is signed by both Participants; and
 - (ii) commences, unless otherwise specified, on:
 - (A) the date it is signed by both Participants; or
 - (B) the date the last Participant signs, where the Participants do not sign the MOU on the same day.
- (d) Once a Schedule has been made, it may be modified or terminated in writing and signed by both Participants. Unless otherwise specified, a modification or termination:
 - (i) takes effect from the date the last Participant signs the modification or termination; and
 - (ii) has no effect unless endorsed in accordance with this MOU.

Part 2 - Administration

2. Governance Arrangements

2.1 Participants' representatives

The Participants representatives, as set out below, are responsible for the operational coordination and management between the Participants of the performance of its respective obligations under this MOU:

- (a) Agriculture's representative
First Assistant Secretary, Compliance Division
Phone (02) 6272 5445
- (b) DIBP's representative
First Assistant Secretary, Strategic Policy and Planning Division
Phone: (02) 6264 1964

2.2 Representative authority

The Participants may deal with the other Participant's representative in clause 2.1 above on all matters relating to this MOU and those representatives may exercise all rights of the Participant under or in connection with this MOU.

2.3 Schedules and Subsidiary Arrangements

The Participants will engage in regular, high level meetings as set out in each Schedule or Subsidiary Arrangement to this MOU.

3. Dispute Resolution

3.1 Cooperation

The Participants agree to work cooperatively and in accordance with clause 3.2 to resolve any disputes arising under this MOU.

3.2 Dispute resolution process

- (a) If a dispute arises under this MOU, the Participants will deal with the dispute as follows:
 - (i) the Participant claiming that there is a dispute will give the other Participant reasonable notice setting out the nature of the dispute;
 - (ii) the Participants will use their best endeavours to resolve the dispute at an operational level through direct negotiations between the representatives in clause 2.1.
- (b) Failing settlement within a reasonable period, having regard to the circumstances, the Participants will continue to escalate the dispute to more senior employees of each of the Participants until a resolution can be reached.
- (c) Despite the existence of a dispute, the Participants agree to perform their responsibilities under this MOU unless requested not to do so by the other Participant.

4. Variation

- (a) Changes may be made to this MOU by written agreement of both Participants at any time.
- (b) Where the Participants mutually determine to vary this MOU, any variation will:
 - (i) be made jointly by the Participants' representatives or their delegates; and
 - (ii) be made in writing, in the form of either an exchange of letters or electronic communication confirmed between the Participants; and
 - (iii) will commence on the date it is signed by both Participants or the date the last Participant signs, where the Participants do not sign on the same day.

5. Termination

5.1 Termination and reduction in scope

- (a) Either Participant may terminate this MOU or reduce the scope by providing three months' written notice.
- (b) Upon a Notice of termination or reduction of scope being given, each Participant will:
 - (i) comply with the terms of the Notice;
 - (ii) do everything it reasonably can to minimise any loss it suffers (or may suffer) as a consequence; and
 - (iii) continue to perform their respective roles and responsibilities under this MOU, if any, that remain after it complies with the Notice.

- (c) Neither Participant is liable for any costs incurred by the other Participant, including by way of staff or contractual arrangements through the termination of this MOU in accordance with this clause 5.1.

6. Communications Strategy and Media

- (a) Any Notice or other communication under or in connection with this MOU will be deemed to be served, given or made to the representative in clause 2:
 - (i) in the case of email, when the sender receives a delivery confirmation receipt email;
 - (ii) in the case of facsimile, on receipt of a transmission report confirming successful transmission; and
 - (iii) in the case of delivery by hand, on delivery.
- (b) Communications regarding a Schedule(s) to this MOU must be in writing (including email) and sent to the Contact Officer for that Schedule.
- (c) Where a matter involves issues of mutual interest, the Participants may develop an agreed set of protocols and guidelines to provide a common and consistent approach to any communication strategy used to communicate with internal and external stakeholders. This may also include establishing arrangements to use and share resources where appropriate.
- (d) The Participants will collaborate on any media releases and communication with the media and third Parties which involve issues of mutual interest or issues which concern the other Participant.
- (e) Notwithstanding the provisions of this MOU or Schedule(s), the Participants acknowledge that any cooperation with respect to media engagement remains subject to each Participant's statutory obligations.

7. Ministerial Briefs

- (a) Where a brief to a Minister involves a matter affecting both Participants, the Participants will discuss and determine whether it is appropriate to provide a joint brief to that Minister.
- (b) Each Participant recognises the other's discretion to propose a joint or separate policy submission to Ministers.

8. Not Legally Binding

This MOU is not legally binding on either Participant. The obligations arising under legislation for each Participant are not affected by this MOU.

9. Intellectual Property

- (a) Nothing in the MOU is intended to change or affect the ownership of intellectual property of either of the Participants; and
- (b) If at any time, either of the Participants seeks to enter into a contractual or other agreement with a third party which could affect the intellectual property rights of either

or both Participants, the Participant seeking to enter into the arrangement will consult the other Participant before doing so.

10. Information and Expertise Sharing

- (a) The Participants agree to:
 - (i) Share any relevant information in areas of mutual interest; and
 - (ii) Consult each other for any requests for information as soon as reasonably practicable.
- (b) The Participants agree that any information shared under this MOU is provided and received on the basis that it will be handled in a manner that complies with Commonwealth legal and policy requirements for security, privacy and official disclosure. This includes compliance with the Commonwealth Protective Security Policy Framework (PSPF) as well as the *Privacy Act 1988* (Cth), the *Crimes Act 194* (Cth), the *Biosecurity Act 2015* (Cth), the *Australian Border Force Act 2015* (Cth), the *Migration Act 1958* (Cth) and the *Freedom of Information Act 1982* (Cth).
- (c) Where classified or operationally sensitive information is to be shared, the originating Participant is responsible for ensuring that appropriate guidance is provided to the other Participant on the security classification of the information provided and appropriate measure in which to safeguard that information. Each Participant will respect any issues raised regarding the security or sensitivity of the material.
- (d) Both Participants will consult each other on opportunities for temporary staff exchanges or secondments to encourage mutual understanding and to facilitate transfer of knowledge and experiences in areas of mutual interest. Exchanges or secondments will be subject to the availability of resources. Cost sharing arrangements will be negotiated on a case-by-case basis between the Participants.
- (e) Where staff undertake exchange or secondment, the relevant staff member must ensure they hold a security clearance at the level appropriate to the operating environment of the receiving Participant's organisation. The security clearance issued by each Participant will be recognised as valid for operating in the environment of the other Participant subject to any additional requirements that may be stipulated by the receiving Participant.
- (f) Personnel conditions such as training, conditions of service, Work Health and Safety, etc. will be addressed on a case-by-case basis.

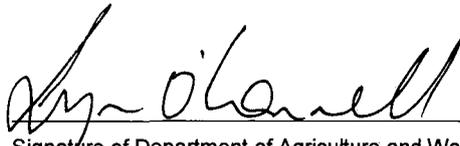
11. Review

The Participants will review this MOU every two years from the date of commencement or as otherwise determined by the Schedule(s).

12. Inconsistency

In the event of a conflict between any of the terms of this MOU and any Schedule made under this MOU, the Schedule will prevail to the extent of the inconsistency.

Signing page



Signature of Department of Agriculture and Water
Resources delegate

LYN O'CONNELL

Name of Department of Agriculture and Water
Resources delegate (print)

DEPUTY SECRETARY

Position of Department of Agriculture and Water
Resources delegate (print)



Signature of Department of Immigration and Border
Protection delegate

RACHEL NOBLE

Name of Department of Immigration and Border
Protection delegate (print)

DEPUTY SECRETARY POLICY + DEPUTY COMPTROLLER - GENERAL

Position of Department of Immigration and Border
Protection delegate (print)

Date Signed 24 MARCH 2017