



**AUSTRALIAN  
CRIMINAL  
INTELLIGENCE  
COMMISSION**

**Agreement for controlled access by  
duly Accredited Bodies to  
Nationally Coordinated Criminal  
History Checks**

**COMMONWEALTH OF AUSTRALIA  
REPRESENTED BY THE AUSTRALIAN CRIMINAL  
INTELLIGENCE COMMISSION**

TEMPLATE EXAMPLE ONLY NOT FOR EXECUTION

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TEMPLATE - EXAMPLE ONLY - NOT FOR EXECUTION

# Agreement for controlled access by duly Accredited Bodies to Nationally Coordinated Criminal History Checks

## Parties

Name **Commonwealth of Australia** represented by the **Australian Criminal Intelligence Commission** ABN 11 259 448 410 of 4 National Circuit Barton, Canberra 2600.

Short form name **ACIC**

Name <Insert entity name> ABN <Insert ABN> of <Insert address of entity>

Short form name **Accredited Body**

## Introduction

- A. The Australian Criminal Intelligence Commission (**ACIC**) administers access to nationally coordinated criminal history checks under the *Australian Crime Commission Act 2002* (Cth) (**ACC Act**). The National Police Checking Service (**Service**) facilitates access to Police Information and nationally coordinated criminal history checks in partnership with the Australian police agencies in accordance with relevant Australian legislation.
- B. The Service provides Australian police and bodies accredited in accordance with the ACC Act with Police Information to support the assessment of the suitability of people in positions of trust, specified fields of endeavour and as required to meet legislative requirements.
- C. In order to access nationally coordinated criminal history checks or use the Service, bodies must:
- (i) be accredited under section 46A(5) of the ACC Act; and
  - (ii) enter into this Agreement which comprises:
    - (A) the Agreement Terms and Conditions;
    - (B) the Agreement Schedule;
    - (C) **Annexure A** (Identity Proofing Documents and Processes);
    - (D) **Annexure B** (Protection of Personal Information and Police Information Safeguards); and
    - (E) **Annexure C** (Disclaimer for Limitations of Service).

## Agreement Terms and Conditions

### Part 1 - General Agreement Terms and Conditions

#### 1. Context of this Agreement

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- (a) By executing the **Agreement Schedule** the Accredited Body confirms its understanding and commitment to complying with this Agreement and, in particular, the *Privacy Act 1988* (Cth).
- (b) This Agreement may be amended by the ACIC from time to time. The ACIC will provide the Accredited Body with one (1) months' written notice of any amendments

unless a shorter notice period is required in relation to a variation of Fees under **clause 8.2**.

*Note: provisions regarding the interpretation of this Agreement are contained in **clause 28.2**.*

## **2. Term of this Agreement**

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This Agreement commences on the Commencement Date and, unless lawfully terminated earlier, will remain in force for two (2) years (the Standard Term), expiring 1 July 2023.

The ACIC may in its sole discretion extend the term of this Agreement beyond the Standard Term for a further period or periods, up to a maximum of three (3) years, on the terms and conditions of the Agreement then in effect, by giving at least 14 days prior written notice to the Accredited Body prior to end of the current term of this Agreement.

## **3. Access or use on behalf of another entity or in respect of an individual**

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Subject to this Agreement, and only as approved by the ACIC in the Agreement Schedule, the Accredited Body may access the Service for the purposes of nationally coordinated criminal history checks:

- (a) on behalf of another Legal Entity Customer, to submit requests for, and obtain results of nationally coordinated criminal history checks, in relation to Applicants who have provided Informed Consent for the nationally coordinated criminal history check purpose/s or category of purposes as approved by the ACIC;
- (b) on behalf of a Related Government Entity, to submit requests for, and obtain results of nationally coordinated criminal history checks in relation to Applicants who have provided the Accredited Body with Informed Consent for the nationally coordinated criminal history check purpose/s or category of purposes as approved by the ACIC;
- (c) in respect of the Accredited Body's Personnel who has provided the Accredited Body with Informed Consent for the nationally coordinated criminal history check; and/or
- (d) in respect of any Applicant who has provided the Accredited Body with Informed Consent for the nationally coordinated criminal history check.

## **4. Accredited Body's ability to access or use the Service for Customers or Entities**

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### **4.1 Material clause**

This **clause 4** is a material provision of this Agreement.

### **4.2 Restriction on use of Service or access to nationally coordinated criminal history checks for a Legal Entity Customer or a Related Government Entity**

The Accredited Body must not access or use the Service on behalf of another entity unless the Accredited Body:

- (a) has been approved to do so by the ACIC in accordance with **clause 4.3**; and
- (b) complies with the terms and conditions set out in **clauses 4.4, 4.5, 4.6 and 4.7**.

### **4.3 ACIC approval for Legal Entity Customers and Related Government Entities**

The Accredited Body is only authorised to access or use the Service on behalf of a Legal Entity Customer or Related Government Entity if:

- (a) the ACIC has provided prior written confirmation to the Accredited Body that it approves the Accredited Body accessing or using the Service on behalf of a Legal Entity Customer/s or Related Government Entity/ies and this agreement is reflected in the Accredited Body's **Agreement Schedule**; and
- (b) the ACIC has provided written confirmation to the Accredited Body that it approves of each and every Legal Entity Customer or Related Government Entity prior to the Accredited Body accessing or using the Service on behalf of the Legal Entity Customer or Related Government Entity.

*Note: Refer to the definition of 'Legal Entity Customer' in **clause 28.2** for the types of bodies that the ACIC will approve for customer arrangements.*

*Note: Refer to the definition of 'Related Government Entity' in **clause 28.2** for the types of bodies that the ACIC will approve for entity arrangements.*

#### 4.4 **Accredited Body must enter into Contracts with approved Legal Entity Customers**

- (a) The Accredited Body must, prior to accessing or using the Service on behalf of a Legal Entity Customer, enter into a written agreement with the Legal Entity Customer (**Legal Entity Customer Contract**).
- (b) The Accredited Body must, if requested by the ACIC, provide to the ACIC a copy of any or all of its Legal Entity Customer Contracts.

*Note: For the purposes of this Agreement the Accredited Body must, if requested by the ACIC, provide to the ACIC a copy of any and all of its Legal Entity Customer Contracts, irrespective of the date of commencement of that arrangement.*

#### 4.5 **Requirements for Legal Entity Customer Contracts**

The Accredited Body must ensure that each Legal Entity Customer Contract:

- (a) gives effect to, and is not inconsistent with, the Accredited Body's obligations and the ACIC's rights under this Agreement including in relation to:
  - (i) the collection of an Informed Consent from each Applicant for each nationally coordinated criminal history check to be performed in relation to that Applicant
  - (ii) the confirmation of the Applicant's identity in accordance with **clause 11.4**;
  - (iii) the confirmation of the linkage between the applicant and the claimed identity in accordance with **clause 6**;
  - (iv) the inclusion of an acknowledgement regarding the limitations of the Service (**clause 11.8**); and
  - (v) the protection of Police Information and other Personal Information (**clause 7**);
- (b) requires the Legal Entity Customer to act, in accordance with the Privacy Act, as if it were an Agency; and
- (c) grants the ACIC or its authorised officer a right of access to the Legal Entity Customer's premises (and to data, records and other material relevant to the use of the Service and the handling of Police Information, including the right to copy) which the ACIC must exercise reasonably and subject to the Legal Entity Customer's reasonable safety and security requirements.

4.6 **Accredited Body must enter into arrangements with approved Related Government Entities**

- (a) The Accredited Body must, prior to accessing or using the Service on behalf of a Related Government Entity, enter into a written agreement with the Related Government Entity (**Related Government Entity Arrangement**).
- (b) The Accredited Body must, if requested by the ACIC, provide to the ACIC a copy of any or all of its Related Government Entity Arrangements.

4.7 **Requirements for Related Government Entity Arrangements**

The Accredited Body must ensure that each Related Government Entity Arrangement:

- (a) gives effect to, and is not inconsistent with, the Accredited Body's obligations and the ACIC's rights under this Agreement including in relation to:
  - (i) the collection of an Informed Consent from each Applicant for each nationally coordinated criminal history check to be performed in relation to that Applicant;
  - (ii) the confirmation of the Applicant's identity in accordance with **clause 11.4**;
  - (iii) the confirmation of the linkage between the applicant and the claimed identity in accordance with **clause 6**;
  - (iv) the inclusion of an acknowledgement regarding the limitations of the Service (**clause 11.8**); and
  - (v) the protection of Police Information and other Personal Information (**clause 7**);
- (b) requires the Related Government Entity to act, in accordance with the Privacy Act, as if it were an Agency; and
- (c) grants the ACIC or its authorised officer a right of access to the Related Government Entity's premises (and to data, records and other material relevant to the use of the Service and the handling of Police Information, including the right to copy) which the ACIC must exercise reasonably and subject to the Related Government Entity's reasonable safety and security requirements.

*Note: The ACIC provides a model Legal Entity Customer Contract to assist Accredited Bodies to comply with **clauses 4.4, 4.5, 4.6 and 4.7**.*

## **5. The Accredited Body's responsibilities**

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5.1 **Compliance with this Agreement**

- (a) The Accredited Body must use the Service strictly in accordance with this Agreement.
- (b) Access to, or use of, the Service and nationally coordinated criminal history checks may be subject to technical changes and changes in Law or Commonwealth policy. To the extent that it is necessary to ensure the Accredited Body can continue to access or use the Service and nationally coordinated criminal history checks, the Accredited Body must comply with any changes in Law, Commonwealth policy or technical requirements of which the ACIC provides reasonable notice.

## **6. Requirement for nationally coordinated criminal history check**

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The Accredited Body must not request the ACIC to conduct a nationally coordinated criminal history check unless the Accredited Body or the Legal Entity Customer or the Related Government Entity has:

- (a) obtained the Informed Consent from the Applicant for the purpose of the nationally coordinated criminal history check;
- (b) verified the accuracy and completeness of the Applicant's Application in accordance with the requirements at **clause 11.3**;
- (c) confirmed the Applicant's identity in accordance with **clause 11.4**; and
- (d) confirmed the linkage between the applicant and the claimed identity.

*Note: For the purposes of this Agreement the Accredited Body may verify the accuracy and completeness of an Applicant's Application electronically with the use of the Document Verification Service, the Australian Government's national online system that allows organisations to compare an Applicant's identifying information with a government record.*

## **7. Protection of Police Information and other Personal Information**

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### **7.1 Material provision**

This **clause 7** is a material provision of this Agreement and the obligations outlined in this **clause 7** survive the expiry or termination of this Agreement.

### **7.2 Obligations of Accredited Body and its Personnel in relation to Personal Information**

- (a) The Accredited Body acknowledges that its use of the Service involves:
  - (i) the collection, storage, use and disclosure by the Accredited Body of Personal Information that is required to complete and submit an application to use the Service and obtain a nationally coordinated criminal history check; and
  - (ii) the collection, storage, use and possible disclosure by the Accredited Body of Police Information.
- (b) Irrespective of whether or not the Accredited Body would otherwise be bound, by entering into this Agreement, the Accredited Body agrees to be bound by the Privacy Act as if it were an Agency.
- (c) The Accredited Body must in its use of the Service and in accessing nationally coordinated criminal history checks:
  - (i) collect, store, use or disclose Personal Information and Police Information only for the nationally coordinated criminal history check category and related administration;
  - (ii) not collect, transfer, store or otherwise use Personal Information or Police Information outside Australia, or allow parties outside Australia to have access to Personal Information or Police Information, unless a Permitted Offshore Transfer circumstance applies;
  - (iii) not disclose Personal Information or Police Information other than for the purpose for which the Applicant gave Informed Consent unless otherwise authorised or required by Law;

- (iv) not commit any act, omission or engage in any practice which is contrary to the Privacy Act;
  - (v) not do any act or engage in any practice that would be a breach of an APP or a Registered APP Code (where applied to the Accredited Body) unless that act or practice is explicitly required under this Agreement;
  - (vi) implement Safeguards to keep Personal Information and Police Information secure;
  - (vii) comply with any directions or guidelines in relation to the treatment of Personal Information and Police Information, notified to the Accredited Body by the ACIC; and
  - (viii) ensure that all Personnel who are required to deal with Personal Information and Police Information are made aware of the obligations of the Accredited Body set out in this **clause 7**.
- (d) The Accredited Body must, on request by the ACIC, promptly provide the ACIC with a copy of the Accredited Body's (or Legal Entity Customer's or Related Government Entity's, if clause 4.3 applies) privacy policy.

### 7.3 **Restriction on altering nationally coordinated criminal history checks**

- (a) The Accredited Body must not alter the content of a nationally coordinated criminal history check provided to the Accredited Body by the ACIC, including:
  - (i) any Police Information;
  - (ii) any Personal Information; and
  - (iii) the Disclaimer for Limitations of Service as at **Annexure C**.
- (b) The Accredited Body may:
  - (i) make minor alterations to the format or presentation of the nationally coordinated criminal history check to the extent that any alteration does not change the content of any Police Information or Personal Information; and
  - (ii) subject to the ACIC's prior written approval of the Accredited Body's branded template, transfer the entire Police Information, including any Personal Information and information about the nationally coordinated criminal history check category submitted by the Accredited Body to obtain a nationally coordinated criminal history check, contained in the nationally coordinated criminal history check to that template.

### 7.4 **Retention of nationally coordinated criminal history checks and related material**

- (a) The Accredited Body must securely retain:
  - (i) each nationally coordinated criminal history check Application and any identity documents remotely presented by the Applicant for the purposes of **clause 11.4**, for a minimum period of twelve (12) months after the receipt of the nationally coordinated criminal history check to which the nationally coordinated criminal history check Application relates; and
  - (ii) each Applicant's Informed Consent for a nationally coordinated criminal history check for a minimum period of twelve (12) months following the receipt



of the nationally coordinated criminal history check to which the consent relates.

#### 7.5 Disposal of nationally coordinated criminal history check and related material

- (a) The Accredited Body must destroy or securely dispose of all hard and electronic copies (including backed up versions held on servers or other media) of:
  - (i) each nationally coordinated criminal history check within twelve (12) months following the receipt of the nationally coordinated criminal history check;
  - (ii) each nationally coordinated criminal history check Application and any identity documents remotely presented by the Applicant for the purposes of **clause 11.4**, within three (3) months following the required document retention period under **clause 7.4(a)(i)**; and
  - (iii) each Applicant's Informed Consent for a nationally coordinated criminal history check within three (3) months following the required document retention period under **clause 7.4(a)(ii)**,

unless a longer document retention period is:

- (A) required by Law, in which case the Accredited Body must dispose of the material within one (1) month following the end of the document retention period required by Law; or
- (B) approved by the ACIC under **clause 11.6(a)**, as required for Identity Enrolment for Known Applicants under **clause 11.6(b)** in which case the Accredited Body must dispose of the material within one (1) month following the end of the document retention period approved by the ACIC.

#### 7.6 Accredited Body to give notice of breach or possible breach of clause 7.

The Accredited Body must notify the ACIC in writing immediately if the Accredited Body becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in this **clause 7**, whether by the Accredited Body, its Personnel or Legal Entity Customers or Related Government Entities.

### **8. Fees for use of Nationally Coordinated Criminal History Check Service**

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#### 8.1 Fees for nationally coordinated criminal history checks

- (a) Subject to any Fee variation under **clause 8.2**, the Fees for nationally coordinated criminal history checks are:
  - (i) \$23.00 for each Standard Check; and
  - (ii) \$7.00 for each Volunteer Check.
- (b) The ACIC will submit claims for payment by the Accredited Body and each claim will be in the form of a valid tax invoice that:
  - (i) contains the number of nationally coordinated criminal history checks processed by the ACIC for the Accredited Body during the previous month(s); and
  - (ii) the amount payable calculated in accordance with the applicable Fees.

- (c) The Accredited Body must pay claims for payment made in accordance with **clause 8.1(b)** and within thirty (30) days of the date of the claim.
- (d) Any claim that is not paid in accordance with **clause 8.1(c)**:
  - (i) is a debt due to the Commonwealth; and
  - (ii) is recoverable by the ACIC, on behalf of the Commonwealth, in a court of competent jurisdiction.

*Note: the Accredited Body's Agreement Schedule will specify if the Accredited Body is or is not approved to submit requests for nationally coordinated criminal history checks under the Volunteer Check type. The Accredited Body must not submit requests for nationally coordinated criminal history checks under the Volunteer Check type if it is not approved to do so.*

## 8.2 ACIC right to vary Fees to reflect fee determinations under legislative instrument

- (a) The ACIC may, without notice, vary the Fees, having regard to the Minister's power under section 7 of the *Australian Crime Commission (National Policing Information Charges) Act 2016* to determine the fee for an application for, or provision of, a nationally coordinated criminal history check by legislative instrument at any time.
- (b) The ACIC will endeavour to provide the Accredited Body with written notice in advance of any variation to the Fees.

## 9. Indemnity

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- (a) The Accredited Body indemnifies the Commonwealth and the Commonwealth's Personnel from and against any:
  - (i) loss or liability incurred by the Commonwealth or its Personnel;
  - (ii) loss of or damage to property of the Commonwealth or its Personnel; and
  - (iii) loss or expense incurred by the Commonwealth or its Personnel in dealing with (including investigation of, responding to and settlement of) any claim against it or them including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by the Commonwealth,arising from:
  - (i) any breach of the Accredited Body's obligations or warranties in this Agreement;
  - (ii) any act or omission by the Accredited Body or the Accredited Body's Personnel in connection with this Agreement, where there was fault (including any negligent or other tortious or unlawful act or omission) on the part of the person whose conduct gave rise to that liability, loss, damage or expense;
  - (iii) any act or omission on the part of a Legal Entity Customer or Related Government Entity that, were that act or omission performed by the Accredited Body, would constitute a breach of this Agreement, or any breach by a Legal Entity Customer of a Legal Entity Customer Contract; or
  - (iv) or any act or omission by the Legal Entity Customer's or Related Government Entity's Personnel in connection with a Legal Entity Customer Contract or Related Government Entity Agreement where there was fault (including any

negligent or other tortious or unlawful act or omission) on the part of the person whose conduct gave rise to that liability, loss, damage or expense.

- (b) The Accredited Body's liability to indemnify the Commonwealth and the Commonwealth's Personnel under this Agreement will be reduced proportionately to the extent that any negligent or other tortious or unlawful act or omission of the Commonwealth or its Personnel contributed to the relevant liability, loss, damage or expense.
- (c) The right of the Commonwealth or its Personnel to be indemnified under this Agreement is in addition to, and not exclusive of, any other right, power or remedy provided by Law, and does not entitle the Commonwealth or its Personnel to be compensated in excess of the amount of the relevant liability, loss, damage or expense.

## **10. Corporate trustees**

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If any trust of which the Accredited Body is a trustee has any relevance to matters within the scope of this Agreement, without limiting in any way the Accredited Body's obligations under this Agreement, the Accredited Body represents and warrants that it has the power and authority as trustee to perform relevant obligations and has a right of indemnity from the trust assets in relation to all relevant matters.

## **11. Service**

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### **11.1 Accredited Body use of the Service**

The Accredited Body must use the Service only:

- (a) through the data provisioning services established by the ACIC for the Service;
- (b) to request nationally coordinated criminal history checks for the nationally coordinated criminal history check category set out in the Agreement Schedule; and
- (c) in accordance with this Agreement.

### **11.2 Process for requesting a nationally coordinated criminal history check**

In submitting a request for a nationally coordinated criminal history check, the Accredited Body (or Legal Entity Customer or Related Government Entity, if **clause 4.3** applies) must provide the ACIC with the Applicant's Personal Information as collected by the Accredited Body under **clauses 11.3** and **11.4** including any corresponding personally identifying information made available by the Applicant to the Accredited Body for the purposes of the Accredited Body verifying the Applicants identity, including all names under which the Applicant was, is or has been known.

### **11.3 Nationally coordinated criminal history check Application requirements**

- (a) A nationally coordinated criminal history check Application (in physical or electronic format) must include the following information:
  - (i) the Applicant's surname and given name(s), and all names under which the Applicant was, is or has been known;
  - (ii) the Applicant's date and place of birth;
  - (iii) the Applicant's gender;

- (iv) the Applicant's residential address(es) for the past five (5) years;
  - (v) if available, the Applicant's driver licence details;
  - (vi) if available, the Applicant's firearms licence details;
  - (vii) if available, the Applicant's Australian Passport details;
  - (viii) the position title, occupation or entitlement being sought by the Applicant;
  - (ix) the proposed place and location of work, or jurisdiction of the entitlement being sought by the Applicant;
  - (x) the applicable nationally coordinated criminal history check category as set out in Item 10 of **Schedule 1** (Agreement Schedule); and
  - (xi) a statement or endorsement confirming that the Accredited Body (or Legal Entity Customer or Related Government Entity, if **clause 4.3** applies) is satisfied as to the correctness of the Applicant's identity and has verified the Applicant's identity documents in accordance with **clauses 11.4, 11.5 and 11.7**.
- (b) A nationally coordinated criminal history check Application must:
- (i) be completed by the Applicant and include the Applicant's signature (in physical or electronic format) and date of signature; or
  - (ii) if the Applicant is less than 18 years of age — be consented to by a parent or legal guardian of the Applicant and include the signature (in physical or electronic format) of the parent or legal guardian and date of signature.

*Note: The ACIC provides a model Application form to assist Accredited Bodies comply with this **clause 11.3** which may be reissued with one (1) months' notice.*

*Note: The ACIC model Application form is a combined model form to assist Accredited Bodies comply with this **clause 11.3** and with **clause 11.7** Applicant's Informed Consent.*

#### 11.4 Requirements to confirm Applicant's identity

- (a) In confirming the Applicant's identity, the Accredited Body (or Legal Entity Customer or Related Government Entity, if **clause 4.3** applies) must sight four documents consisting of:
- (i) at least one of the documents listed as a 'Commencement of Identity Document' in **Annexure A**(Identity Proofing Documents and Processes);
  - (ii) at least one of the documents listed as a 'Primary Use in Community Document' in **Annexure A**(Identity Proofing Documents and Processes); and
  - (iii) at least two of the documents listed as a 'Secondary Use in the Community Document' in **Annexure A**(Identity Proofing Documents and Processes).
- (b) The Accredited Body may, for the purpose of **clause 11.4(a)**, sight the documents:
- (i) locally, by sighting an original of the documents presented by the Applicant in person; or
  - (ii) remotely, by sighting a copy of each document that has been submitted by the Applicant via post or email or electronically.

- (c) If the Accredited Body sights the documents locally, the Accredited Body must make a record of each document presented and the name in which the document is issued.
- (d) The combination of the Applicant's identity documents must include the Applicant's full name, date of birth and a photograph of the Applicant. If the Applicant does not have an identity document containing a photograph from one of the documents listed in **Annexure A**, the Applicant must submit a passport style photograph that has been certified by a person listed in Schedule 2 of the *Statutory Declarations Regulations 2018* (Cth) that the photograph is a photograph of the Applicant.

#### 11.5 Special provisions for Applicants unable to meet clause 11.4 identity requirements

- (a) There are special provisions that apply to the following categories of Applicants who may be unable to meet the identity requirements in **clause 11.4**:
  - (i) persons whose birth was not registered;
  - (ii) people who are homeless;
  - (iii) recent arrivals to Australia;
  - (iv) people living in remote areas;
  - (v) persons who are transgender or intersex;
  - (vi) people affected by natural disasters;
  - (vii) people with limited access to identity documents for reasons associated with how they were raised, such as institutional or foster care;
  - (viii) people with limited participation in society; and
  - (ix) young people who are yet to establish a social footprint or evidence of community participation.
- (b) Accredited Bodies (or Legal Entity Customers or Related Government Entity, if **clause 4.3** applies) must meet the minimum requirements for these categories as advised by the ACIC. Accredited Bodies must notify Legal Entity Customers of the minimum requirements as soon as advised by the ACIC.

#### 11.6 Identity Enrolment

- (a) The Accredited Body (or Legal Entity Customer or Related Government Entity, if **clause 4.3** applies) may, on written approval from the ACIC, implement Identity Enrolment for Known Applicants.
- (b) A Known Applicant is an Applicant who has satisfied the proof of identity document requirements set out in **clause 11.4** by way of local sighting by the Accredited Body (or Legal Entity Customer or Related Government Entity if **clause 4.3** applies) in accordance with **clause 11.4(b)(i)**.
- (c) The use of Identity Enrolment for an Applicant must not exceed a period of 10 years.
- (d) Identity Enrolment must provide unique authentication credentials to an Applicant to enable access to the Identity Enrolment consistent with the ACIC's Identity Enrolment guidance material.

#### 11.7 Collection of Applicant's Informed Consent

- (a) This **clause 11.7** is a material provision of the Agreement.
- (b) The Accredited Body must not request a nationally coordinated criminal history check from the ACIC under **clause 11.2** unless the Accredited Body (or Legal Entity Customer or Related Government Entity, if **clause 4.3** applies) has collected the Applicant's Informed Consent for the nationally coordinated criminal history check.
- (c) For the purposes of this Agreement, an Informed Consent is a consent form (in physical or electronic format) that:
- (i) is completed by the Applicant, or on behalf of the Applicant, and includes the Applicant's signature (in physical or electronic format) and date of signature; or
  - (ii) if the Applicant is less than 18 years of age — is consented to by a parent or legal guardian of the Applicant and includes the signature (in physical or electronic format) of the parent or legal guardian and date of signature; and
  - (iii) sets out at a minimum:
    - (A) the Applicant's surname and given name(s);
    - (B) an acknowledgement that the Applicant consents to a nationally coordinated criminal history check being undertaken on them using all available Personal Information relating to the Applicant, including that provided to the Accredited Body as per **clauses 11.3, 11.4 and 11.5**;
    - (C) the purpose of the nationally coordinated criminal history check;
    - (D) the purpose(s) for which the Applicant's Personal Information is being collected and the purpose(s) for which the nationally coordinated criminal history check is being undertaken;
    - (E) any person to whom, or organisation to which, Personal Information (including Police Information) may be disclosed and in what circumstances (including the ACIC, Australian police agencies and third parties);
    - (F) where consent is required for a Permitted Offshore Transfer, the details of to whom and in which country or countries the Applicant's Personal Information will be disclosed;
    - (G) any Law which requires that the Applicant's Personal Information be collected and the consequences of non-compliance;
    - (H) an acknowledgement that the Applicant understands that their Personal Information may be used for general law enforcement purposes, including those purposes set out in the *Australian Crime Commission Act 2002* (Cth);
    - (I) information that the Applicant is required to contact the Accredited Body (or Legal Entity Customer or Related Government Entity, if **clause 4.3** applies) in the first instance in relation to any dispute about the result of the nationally coordinated criminal history check in relation to the Applicant;
    - (J) information about the Accredited Body's (or Legal Entity Customer's or Related Government Entity, if **clause 4.3** applies) nationally coordinated criminal history check dispute process including the contact details of its complaints and privacy officer;

- (K) if a Law requires Police Information about the Applicant to be disclosed to another person or organisation — information that the Police Information will be disclosed to that person or organisation and the basis for the disclosure; and
- (L) the Accredited Body's (or Legal Entity Customer's or Related Government Entity, if **clause 4.3** applies) full name and contact details.

*Note: The ACIC provides a model Informed Consent form to assist Accredited Bodies comply with this **clause 11.7**.*

*Note: The ACIC model Informed Consent form is a combined model form to assist Accredited Bodies comply with this **clause 11.7** and with **clause 11.3** nationally coordinated criminal history check Application.*

#### 11.8 Limitations of the Service

- (a) The Accredited Body acknowledges and agrees that the ACIC makes the information contained in a nationally coordinated criminal history check available for use on the following conditions:
  - (i) the ACIC makes no representation or warranty of any kind in respect to accuracy; and
  - (ii) the ACIC does not accept responsibility or liability for any omission or error in the information.
- (b) The Accredited Body must ensure that any Police Information provided under this Agreement to any person includes the disclaimer available at **Annexure C** (as amended from time to time).

#### 11.9 Disputes about nationally coordinated criminal history checks

- (a) The Accredited Body must promptly provide the Applicant access to the result of the nationally coordinated criminal history check in relation to the Applicant upon the Applicant's request.
- (b) If the result of the nationally coordinated criminal history check contains a Disclosable Court Outcome, the Accredited Body must notify the Applicant of the result as soon as practicable after the Accredited Body (or Legal Entity Customer or Related Government Entity, if **clause 4.3** applies) receives that result.
- (c) The Accredited Body must publish information about the way it will address disputes about nationally coordinated criminal history checks.
- (d) The Accredited Body must accept and escalate any dispute about the result of the nationally coordinated criminal history check which it receives from the Applicant, using a dispute form provided by the ACIC.

*Note: The ACIC provides a Dispute Form that must be used when an Applicant disputes a nationally coordinated criminal history check.*

## 12. ACIC's rights to suspend the Service

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- (a) The parties agree and acknowledge that:
  - (i) any Legal Entity Customer or Related Government Entity is not a party to this Agreement; and

- (ii) this does not prevent ACIC from exercising its rights to suspend the Services in accordance with this **clause 12**.
- (b) The ACIC may, at its discretion and in addition to any other rights it has under this Agreement, suspend or reduce the Accredited Body's or a Legal Entity Customer's or a Related Government Entity's level of access to nationally coordinated criminal history checks or use of the Service where:
  - (i) the Accredited Body or the Legal Entity Customer or the Related Government Entity has breached a term or condition of this Agreement;
  - (ii) the ACIC reasonably suspects that the Accredited Body or the Legal Entity Customer or Related Government Entity has committed or may commit a breach of a term or condition of this Agreement; or
  - (iii) the ACIC considers that:
    - (A) the Accredited Body or the Legal Entity Customer or Related Government Entity has adversely affected, or may adversely affect, the security, stability, reputation, integrity or operations of the Service;
    - (B) the Accredited Body is at risk of no longer being approved under section 46A(5) of the ACC Act; or
    - (C) the Accredited Body is at risk of no longer being approved by the ACIC to access nationally coordinated criminal history check or use the Service on behalf of Legal Entity Customers or on behalf of Related Government Entities.
- (c) The suspension or reduction of the Service in **clauses 12(b)(i) and 12(b)(ii)** commences immediately until such time as the breach by the Accredited Body or the Legal Entity Customer or the Related Government Entity has been remedied to the ACIC's satisfaction.
- (d) The suspension or reduction of the Service in **clause 12(b)(iii)** commences immediately until such time as notified by the ACIC.
- (e) The Accredited Body must continue to perform its obligations under this Agreement notwithstanding any suspension or reduction of the Service.

### **13. Parties' relationship and Personnel**

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#### **13.1 Provision of information and liaison**

In addition to ACIC's rights under **clause 19**, the Accredited Body must at no cost to the ACIC:

- (a) liaise with and provide the ACIC with any information that it reasonably requires, including information regarding the Accredited Body's Personnel, financial viability and compliance with the terms of this Agreement; and
- (b) comply with all of the ACIC's reasonable requests, instructions, directions and monitoring requirements,

in relation to this Agreement or any review or audit of the Accredited Body's compliance with this Agreement that is conducted by or for the Commonwealth.

#### **13.2 Relationship of the Parties**



Nothing in this Agreement makes the Accredited Body an employee, partner or agent of the ACIC, or gives the Accredited Body any power or authority to bind or represent the ACIC in any way or for any purpose. The Accredited Body must not, and must ensure that its Personnel, Subcontractors, Related Government Entities or Legal Entity Customer do not:

- (a) represent themselves as being the ACIC's officer, employee, partner or agent, or as otherwise able to bind or represent the ACIC; or
- (b) engage in any misleading or deceptive conduct in relation to the Service including conduct that is likely to mislead or deceive any person in relation to the Service.

#### **14. Notices**

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- (a) A Party ('First Party') giving notice to the other Party under this Agreement must do so in writing and that notice must be signed by the First Party's Authorised Officer, marked for the attention of the other Party's Authorised Officer and hand delivered or sent by prepaid post or email to the other Party's address for notices.
- (b) A notice given in accordance with **clause 14(a)** is received:
  - (i) if hand delivered or if sent by pre-paid post, on delivery to the relevant address; or
  - (ii) if sent by email, when received by the addressee or when the sender's computer generates written notification that the notice has been received by the addressee, whichever is earlier.

#### **15. Use of the ACIC or Australian police agency logos or branding**

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The Accredited Body must not, and must ensure that any Subcontractors, Related Government Entities and Legal Entity Customers do not:

- (a) use any branding or logo associated with the ACIC or an Australian police agency for the purpose of marketing or promoting the Accredited Body; or
- (b) use any branding or logo associated with the ACIC or an Australian police agency for any other purpose.

#### **16. ACIC collection of Personal Information**

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Personal Information may be collected from or about the Accredited Body (including its Personnel). The Accredited Body must notify its Personnel that the ACIC may collect and use their Personal Information for the purposes of administering, monitoring, reviewing, promoting and evaluating this Agreement.

#### **17. The Accredited Body's Personnel**

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- (a) The Accredited Body must, at all times, restrict its Personnel's access to Police Information to a strictly 'need to know' basis.
- (b) The Accredited Body must ensure that its Personnel are of good fame and character and will act at all times in a fit and proper manner in relation to any Personal Information or Police Information to which they have access under this Agreement.
- (c) The Accredited Body must not, without prior written approval from the ACIC, allow its Personnel (including contractors or subcontractors) to access the Service or related information offshore.

- (d) The Accredited Body must always have an Authorised Officer whose contact details are registered with and can be contacted by the ACIC.
- (e) If there is a change to the Authorised Officer's contact details, or the Authorised Officer is or will become unable or unwilling to continue performing the duties of Authorised Officer, the Accredited Body must notify the ACIC immediately. The Accredited Body must immediately provide a replacement Authorised Officer and notify the ACIC of the details of the replacement Authorised Officer as required by the Agreement Schedule.
- (f) For the avoidance of doubt, a notification of a replacement Authorised Officer is not a variation to this Agreement or to the Accredited Body's Agreement Schedule. The ACIC will confirm acceptance, in writing, of the replacement Authorised Officer as notified by the Accredited Body.
- (g) The ACIC may at any time request the Accredited Body to remove the Authorised Officer or any other Personnel from work in respect to this Agreement.

*Note: The ACIC provides an Authorised Officer Change Form to assist Accredited Bodies comply with this **clause 17**.*

## **18. Legal process consultation**

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Where Police Information is subject to any legal processes including a subpoena, a request under the Privacy Act or a freedom of information request, the Accredited Body will consult to the extent allowable under law with the ACIC upon receipt of such action or application and again prior to its finalisation.

## **19. Audits and access to premises and information**

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### **19.1 Right to conduct audits and compliance activities**

The ACIC, including its authorised Personnel, may conduct audits relevant to the Accredited Body's compliance with this Agreement. Audits may be conducted of:

- (a) the Accredited Body's operational practices and procedures as they relate to this Agreement;
- (b) the Accredited Body's compliance with its privacy and confidentiality obligations under this Agreement including that the nationally coordinated criminal history check has been used only for the applicable nationally coordinated criminal history check category and the Safeguards at **Annexure B**; and
- (c) any other matters determined by the ACIC to be relevant to the use of the Service or the performance of this Agreement.

### **19.2 Process of Conducting the Audits**

- (a) The Accredited Body must participate promptly and cooperatively in any audits conducted by the ACIC or its authorised Personnel.
- (b) Each Party must bear its own costs associated with any audits.

### **19.3 Access to Accredited Body sites or premises**

For the purposes of the ACIC conducting audits under this **clause 19**, the Accredited Body must, as required by the ACIC or its authorised Personnel:

- (a) grant the ACIC and its authorised Personnel access to the Accredited Body's premises and data, records and other material relevant to the performance of this Agreement; and
- (b) arrange for the ACIC and its authorised Personnel to inspect and copy data, records and other material relevant to the performance of this Agreement.

#### 19.4 **Subcontracts, Legal Entity Customer Contracts and Related Government Entity Arrangements**

The Accredited Body must ensure that Subcontracts, Legal Entity Customer Contracts and Related Government Entity Arrangements contain an equivalent clause to **clause 19.3** granting the ACIC and its authorised Personnel and the persons listed in **clause 19.6**:

- (a) access to the Subcontractor's, Legal Entity Customer's and Related Government Entity's premises, and to data, records and other material relevant to the use of the Service; and
- (b) rights to inspect and copy data, records and other material relevant to the use of the Service.

#### 19.5 **ACIC conduct in relation to audit and access**

The rights referred to in **clauses 19.1** and **19.3** are, wherever practicable, subject to:

- (a) the ACIC providing the Accredited Body (or, where applicable, a Subcontractor or Legal Entity Customer or a Related Government Entity) with at least three (3) business days' prior notice; and
- (b) the Accredited Body's (or, where applicable, a Subcontractor's or Legal Entity Customer's or a Related Government Entity's) reasonable security requirements or codes of behaviour,

except where the ACIC or its authorised Personnel believes that there is a suspected or actual breach of law.

#### 19.6 **Auditor-General and Privacy Commissioner and Ombudsman rights**

- (a) The rights of the ACIC under this **clause 19** apply equally to:
  - (i) the Auditor-General or a delegate of the Auditor-General;
  - (ii) the Privacy Commissioner or a delegate of the Privacy Commissioner;
  - (iii) the Commonwealth Ombudsman or a delegate of the Commonwealth Ombudsman,

for the purpose of performing the Auditor-General's, Privacy Commissioner's or the Commonwealth Ombudsman's statutory functions or powers.

- (b) Nothing in this Agreement limits or restricts in any way any duly authorised function, power, right or entitlement of the persons listed in **clause 19.6(a)**.

## 20. **Access to documents**

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- (a) If the Commonwealth receives a request for access to a document created by or in the possession of the Accredited Body, a Legal Entity Customer or a Related Government Entity or a Subcontractor that relates to this Agreement, the ACIC may at any time by notice require the Accredited Body to provide the document to the ACIC

and the Accredited Body must, at no additional cost to the Commonwealth, promptly comply with the notice.

- (b) If the Accredited Body receives a request from a third party for access to a document in its possession (including in the possession of its Personnel, Legal Entity Customer or a Related Government Entity or Subcontractor) that relates to this Agreement, the Accredited Body must consult with the ACIC upon receipt of the request and must receive consent from the ACIC prior to releasing the document to the third party.
- (c) The Accredited Body must include in any Legal Entity Customer Contract and Related Government Entity Arrangement and Subcontract relating to the performance of this Agreement provisions that will enable the Accredited Body to comply with its obligations under this **clause 20**.

## **21. Intellectual Property**

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### **21.1 Ownership of Police Information**

- (a) Intellectual Property in Police Information is owned by the Commonwealth and the Australian police agencies. Nothing in this Agreement affects the ownership of Intellectual Property in Police Information (including any copy thereof) provided to the Accredited Body.
- (b) The ACIC grants to the Accredited Body a royalty-free, non-exclusive licence (including a right of sub-licence to Legal Entity Customers and Related Government Entities) to use and communicate Police Information in accordance with this Agreement.

### **21.2 No change to ownership of other relevant documents**

Nothing in this Agreement affects the Commonwealth's ownership of Intellectual Property in any other Material relevant to or associated with the Service or this Agreement, including branding, graphic design, policies, guidance materials, certificates and forms.

## **22. Confidentiality**

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### **22.1 Confidential Information not to be disclosed**

Subject to **clause 22.2**, a Party must not disclose Confidential Information of the other Party without the prior written consent of that other Party who may give that consent subject to conditions.

### **22.2 Exceptions to non-disclosure**

- (a) A Party can disclose Confidential Information of the other Party to the extent that it:
  - (i) is shared by the ACIC within the Commonwealth, or with another Government Agency, where this serves the Commonwealth's or the Government Agency's legitimate interests;
  - (ii) is required by law or statutory or portfolio duties to be disclosed;
  - (iii) is disclosed by the ACIC in order to protect the health or safety of any person;
  - (iv) is disclosed by the Party to its Personnel solely in order to comply with obligations, or to exercise rights, under this Agreement;

- (v) is disclosed by the Party to its internal management (including advisers) solely to enable effective management or auditing of Agreement-related activities;
  - (vi) is disclosed by the Party to its responsible Minister;
  - (vii) is disclosed by the Party, in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia or State and Territory Parliament; or
  - (viii) is in the public domain otherwise than due to a breach of this **clause 22** .
- (b) Where a Party discloses Confidential Information to another person under **subclauses 22.2(a)(i) to 22.2(a)(vi)**, the disclosing Party must notify the receiving person that the information is confidential.
  - (c) In the circumstances referred to in **subclauses 22.2(a)(i) to 22.2(a)(vi)**, the disclosing Party agrees not to provide the information unless the receiving person agrees to keep the information confidential (subject to the exceptions in this **clause 22**).

## **23. Security of Commonwealth's Confidential Information**

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### **23.1 Accredited Body to secure Commonwealth's Confidential Information**

- (a) The Accredited Body agrees to secure all of the Commonwealth's Confidential Information (including Police Information and any information relating to the system or processes used by the ACIC or Police in connection with the Service) against loss and unauthorised access, use, modification or disclosure.
- (b) The Accredited Body may wish to provide Applicants with the opportunity to submit Personal Information electronically. If so, the Accredited Body must secure Personal Information belonging to Applicants against loss and unauthorised access, use, modification or disclosure, and notify the Applicant of these risks.

### **23.2 Written undertakings**

The Accredited Body must, on request by the ACIC at any time, promptly arrange for the Accredited Body's Personnel to give a written undertaking in a form acceptable to the ACIC relating to the use and non-disclosure of the Commonwealth's Confidential Information (including Police Information).

### **23.3 Period of Confidentiality**

- (a) The obligations under this **clause 23** survive the expiry or termination of this Agreement:
  - (i) in relation to an item of information described in the Agreement Schedule — for the period set out in respect of that item or, if no such period is specified, in perpetuity; and
  - (ii) in relation to any item of information agreed by the Parties to be Confidential Information and not described in the Agreement Schedule — for the period agreed by the Parties in writing in respect of that item or, if no such period is agreed by the Parties, in perpetuity.
- (b) The obligations contained in this **clause 23** are in addition to those specified in **clauses 7 and 20**.

## **24. Termination and contract disputes relating to this Agreement**

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### **24.1 Termination or reduction in scope for convenience**

- (a) The ACIC may terminate this Agreement or reduce the scope of this Agreement (including by reducing or removing any nationally coordinated criminal history check categories) by notice at any time, effective immediately.
- (b) The Accredited Body will not be entitled to any compensation whatsoever including for loss of prospective profits or loss of any benefits that would have been conferred on the Accredited Body if the termination or reduction had not occurred. The ACIC will only be liable for repayment of any outstanding nationally coordinated criminal history check requested, and paid for, by the Accredited Body prior to the effective date of termination.
- (c) This **clause 24.1** does not affect the Commonwealth's other rights under this Agreement or otherwise at law.

### **24.2 Termination for default**

- (a) The ACIC may terminate this Agreement immediately by notice to the Accredited Body if any of the following termination events occur:
  - (i) the Accredited Body breaches a material provision of this Agreement where the breach is not capable of remedy;
  - (ii) the Accredited Body breaches any provision of this Agreement and does not rectify the breach within 14 days after receipt of the ACIC's notice to do so;
  - (iii) the ACIC considers that its decision to accredit and grant the Accredited Body access to nationally coordinated criminal history checks or use of the Service was affected by a statement in its accreditation application that was incorrect, incomplete, false or misleading;
  - (iv) the ACIC is satisfied on reasonable grounds that the Accredited Body is unable or unwilling to satisfy the terms of this Agreement;
  - (v) an event mentioned in **subclause 12(b)(iii)(A)** or **subclause 12(b)(iii)(B)** arises;
  - (vi) the Accredited Body comes under any form of administration or assigns its rights otherwise than in accordance with this Agreement;
  - (vii) the Accredited Body is unable to pay all its debts as and when they become payable or fails to comply with a statutory demand;
  - (viii) proceedings are initiated with a view to obtaining an order for winding up the Accredited Body;
  - (ix) if the Accredited Body is a local government organisation, the relevant State or Territory Government takes action to cease the Accredited Body's operations and/or to amalgamate them with the operations of another local government organisation;
  - (x) the Accredited Body becomes bankrupt or enters into a scheme of arrangement with creditors;

- (xi) anything analogous to, or of a similar effect to, anything described in **subclauses 24.2(a)(vi) to 24.2(a)(x)** occurs in respect of the Accredited Body; or
  - (xii) another provision of this Agreement allows for termination under this **clause 24.2**.
- (b) If a purported termination by the ACIC under this **clause 24.2** is determined by a competent authority not to be properly a termination under this **clause 24.2**, then that termination by the ACIC will be deemed to be a termination for convenience under **clause 24.1** with effect from the date of the notice of termination referred to in this **clause 24.2**.
- (c) This **clause 24.2** does not affect the Commonwealth's other rights under this Agreement or otherwise at law.

## **25. Procedure for resolving disputes arising under this Agreement**

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- (a) Except for the circumstances set out in **clause 25(b)**, a Party must comply with the following procedure in respect of any dispute arising under this Agreement:
- (i) the Party claiming that there is a dispute will send the other Party a notice setting out the nature of the dispute ('Dispute Notice');
  - (ii) the Parties will try to resolve the dispute through direct negotiation, including by referring the matter to persons who have the authority to intervene and direct some form of resolution;
  - (iii) if:
    - (A) there is no resolution of the dispute within 30 days from the date that the Dispute Notice was received;
    - (B) there is no agreement on submission of the dispute to mediation or some alternative dispute resolution procedure within 30 days from the date that the Dispute Notice was received; or
    - (C) the Parties agree to submit to mediation or some other form of alternative dispute resolution procedure but there is no resolution within 30 days of that submission (or such extended time agreed upon by the Parties),then, either Party may commence legal proceedings.
- (b) **Clause 25(a)** does not apply to the following circumstances:
- (i) either Party commences legal proceedings for urgent interlocutory relief;
  - (ii) action is taken by the ACIC under, or purportedly under **clause 19, clause 24.1 or clause 24.2**; or
  - (iii) an authority of the Commonwealth, a State or Territory is investigating a breach or suspected breach of the law by the Accredited Body.
- (c) Each Party will bear its own costs of complying with this **clause 25**, and the Parties will bear equally the cost of any person engaged under **clause 25(a)(ii)**.

- (d) Despite the existence of a dispute, both Parties must (except to the extent notified by the other Party not to do so) continue to perform their respective obligations under this Agreement.

## 26. Change in control

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- (a) Subject to **clause 26(b)**, prior to the Accredited Body suffering any change in control or ownership of significant assets, it must:
- (i) give to the ACIC at least 30 Business Days' notice in writing of the impending change in control; and
  - (ii) as soon as possible provide to the ACIC such further information, and assurances as are reasonably required to demonstrate to the ACIC's satisfaction that there will be no adverse consequences which may eventuate as a result of the change in control which could affect the performance of the Accredited Body's obligations under this Agreement. Without prejudice to the generality thereof, the ACIC may require information, or assurances relating to Accredited Body's ongoing corporate and management culture, capacity capability and financial viability and Personnel.
- (b) If the Accredited Body does not have prior knowledge of any change in control, or otherwise acting reasonably and in good faith is unable to comply with the timeframe in **clause 26(a)(i)**, it must:
- (i) as soon as possible, give the ACIC notice in writing of the change in control; and
  - (ii) as soon as possible provide to the ACIC such further information, and assurances as are reasonably required to demonstrate to the ACIC's satisfaction that there will be no adverse consequences which may eventuate as a result of the change in control which could affect the performance of the Accredited Body's obligations under this Agreement, or on the Accredited Body's accreditation under section 46A(5) of the ACC Act. Without prejudice to the generality thereof, the ACIC may require information, or assurances relating to Accredited Body's ongoing corporate and management culture, capacity capability and financial viability and Personnel.
- (c) If, after consideration of any information and assurances provided under **clause 26(a)** or **clause 26(b)**, the ACIC is satisfied that there will be adverse consequences which may eventuate as a result of the change in control which could affect the performance of the Accredited Body's obligations under this Agreement, or on the Accredited Body's accreditation under section 46A(5) of the ACC Act, the ACIC may, in accordance with clause 24.2(a)(xii), terminate this Agreement .
- (d) Any information provided by the Accredited Body for the purposes of **clause 26(a)** or **clause 26(b)** will be considered to be the Confidential Information of the Accredited Body.

## 27. Survival

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The termination or expiration of this Agreement will not affect the continued operation of this **clause 27** and any provision of this Agreement which expressly or by implication from its nature is intended to survive including **clauses 7** (Protection of Police Information and other Personal Information), **9** (Indemnity), **19** (Audits and access to premises and information) and **22** (Confidentiality).



## 28. Interpretation

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### 28.1 General interpretation of this Agreement

- (a) In this Agreement, unless the contrary intention appears:
- (i) clause headings are inserted for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
  - (ii) words in the singular include the plural and vice versa;
  - (iii) words importing a gender include any other gender;
  - (iv) the word 'person' includes an individual, partnership, a body (whether corporate or otherwise) and Government Agencies;
  - (v) if the last day of any period prescribed for the doing of an action falls on a day which is not a business day, the action shall be done no later than the end of the next business day;
  - (vi) a reference to any statute is to a statute of the Commonwealth, State or Territory of Australia, as amended from time to time, and includes a reference to any subordinate legislation made under the statute;
  - (vii) all references to dollars are to Australian dollars;
  - (viii) where any word or phrase is given a defined meaning, any other form of that word or phrase has a corresponding meaning;
  - (ix) an uncertainty or ambiguity in the meaning of a provision of this Agreement will not be interpreted against a Party just because that Party prepared the provision;
  - (x) a reference to the word 'including' in any form is not to be construed or interpreted as a word of limitation;
  - (xi) a reference to a 'clause' is to a clause in this document, a reference to 'Item' is to an Item in the Agreement Schedule, and a reference to 'Annexures' is a reference to documents attached to the Agreement; and
  - (xii) notes are inserted for reference and guidance only and have no effect in limiting or extending the language of the provisions to which they refer.
- (b) If there is any conflict or inconsistency, the provisions in documents forming part of this Agreement take priority in the following (descending) order:
- (i) the Agreement Schedule;
  - (ii) the Agreement Terms and Conditions;
  - (iii) any documents incorporated by reference into the above documents.
- (c) This Agreement is governed by the law of the Australian Capital Territory and the Parties submit to the jurisdiction of the courts of the Australian Capital Territory.
- (d) This Agreement:
- (i) records the entire agreement between the Parties about its subject matter; and

- (ii) supersedes all offers, prior representations, communications, statements, understandings, negotiations and agreements, whether oral or written, between the Parties about that subject matter.
- (e) Any variation to the Agreement Schedule must be agreed in writing by both Parties unless this Agreement provides otherwise.
- (f) The ACIC may, at its discretion, amend any of the following from time to time:
  - (i) **Annexure A**(Identity Proofing Documents and Processes);
  - (ii) **Annexure B** (Protection of Personal Information and Police Information Safeguards); and
  - (iii) **Annexure C** (Disclaimer for Limitations of Service).
- (g) A term or part of a term of this Agreement that is unenforceable may be severed from the rest of this Agreement and the remaining terms or parts of terms of this Agreement continue in force.
- (h) A waiver of any provision of this Agreement must be agreed to in writing by the Commonwealth's Authorised Officer to be effective. Failure by either Party to enforce a term or condition of this Agreement shall not be construed as in any way affecting the enforceability of that term or condition or this Agreement as a whole.
- (i) The Accredited Body must not assign, novate or transfer its rights or obligations under this Agreement without the ACIC's prior written approval.

## 28.2 Definitions

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

<b>Accredited Body</b>	means the entity specified as such in the Agreement Schedule, which has been approved by the ACIC pursuant to section 46A(5) of the ACC Act, and includes, where the context permits, its Personnel, administrators, successors and permitted assigns, including any person to whom the Accredited Body novates any part of this Agreement in accordance with <b>subclause 28.1(a)</b> ;
<b>Agency</b>	has the same meaning as given in the <i>Privacy Act 1988</i> (Cth);
<b>Agreement</b>	means an agreement between the ACIC and the Accredited Body comprising: <ul style="list-style-type: none"> <li>(a) the Agreement Terms and Conditions;</li> <li>(b) Agreement Schedule;</li> <li>(c) <b>Annexure A</b>(Identity Proofing Documents and Processes);</li> <li>(d) <b>Annexure B</b> (Protection of Personal Information and Police Information Safeguards); and</li> <li>(e) <b>Annexure C</b> (Disclaimer for Limitations of Service);</li> </ul>
<b>Agreement Terms and Conditions</b>	means this document entitled 'Agreement Terms and Conditions' and consisting of <b>clauses 1 to28</b> ;
<b>Agreement Schedule</b>	means <b>Schedule 1</b> (Agreement Schedule) including any Annexures, which sets out specific terms that apply to the Accredited Body;
<b>Applicant</b>	means a person in relation to whom the Accredited Body, Related Government Entity, or Legal Entity Customer, if <b>clause 4.3</b> applies, seeks a nationally coordinated criminal history check;

<b>Application</b>	means a form (in physical or electronic format) completed by the Applicant, or on behalf of the Applicant, submitted to the Accredited Body requesting the ACIC to conduct a nationally coordinated criminal history check in relation to an Applicant;
<b>Australian Criminal Intelligence Commission (or ACIC)</b>	means the Australian Government Agency that is responsible for administering this Agreement and includes the agency's officers, delegates, employees and agents;
<b>Australian Privacy Principle (or APP)</b>	has the same meaning as given in the <i>Privacy Act 1988</i> (Cth);
<b>Authorised Officer</b>	means: <ul style="list-style-type: none"> <li>(a) in relation to the Accredited Body, the person listed in the Agreement Schedule; and</li> <li>(b) in relation to the Commonwealth, the Manager at the ACIC responsible for managing the National Police Checking Service;</li> </ul>
<b>Commencement Date</b>	means the date on which the Agreement Schedule is executed by the Parties or, if executed on separate dates, the date on which the schedule is executed by the last Party, unless otherwise specified in the schedule;
<b>Commencement of Identity Document</b>	means the documents identified as 'Commencement of Identity Documents' in clause 2 of <b>Annexure A</b> (Identity Proofing Documents and Processes);
<b>Commonwealth</b>	means the Commonwealth of Australia and includes the ACIC;
<b>Commonwealth entity</b>	has the meaning given in the <i>Public Governance, Performance and Accountability Act 2013</i> (Cth);
<b>Confidential Information</b>	means information that: <ul style="list-style-type: none"> <li>(a) is Police Information;</li> <li>(b) is by its nature confidential, including the name or contact details of any staff member, or security information, or system information relating to the provision of the Service;</li> <li>(c) is described as such in the Agreement Schedule; or</li> <li>(d) the Parties agree in writing after the Commencement Date is confidential information for the purposes of this Agreement;</li> </ul>
<b>Disclosable Court Outcome</b>	includes any of the following Police Information about an Applicant: <ul style="list-style-type: none"> <li>(a) charges;</li> <li>(b) court convictions;</li> <li>(c) findings of guilt with no conviction;</li> <li>(d) court appearances;</li> <li>(e) good behaviour bonds or other court orders;</li> <li>(f) pending matters awaiting court hearing; or</li> <li>(g) traffic offence history;</li> </ul>
<b>Fees</b>	means the amount(s) payable by the Accredited Body pursuant to <b>clause 8</b> ;

<b>Government Agency</b>	means any governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity;		
<b>Identity Enrolment</b>	means a process which may be approved by the ACIC under <b>clause 11.6</b> and which, by assigning unique authentication credentials to individuals or entities, allows a relying party (such as the Accredited Body) to assume, with a high degree of assurance, that an electronic communication from a known entity (such as a Known Applicant) is in fact a communication from that entity;		
<b>Informed Consent</b>	has the meaning as given in <b>clause 11.7(c)</b> ;		
<b>Intellectual Property</b>	means: <ul style="list-style-type: none"> <li>(a) all copyright (including rights in relation to phonograms, sound recordings and broadcasts);</li> <li>(b) all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trade marks (including service marks), registered and unregistered designs, circuit layouts; and</li> <li>(c) all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields,</li> </ul> but does not include: <ul style="list-style-type: none"> <li>(a) Moral Rights;</li> <li>(b) the rights of performers (other than a performer's right of co-ownership of copyright in the sound recording of a performance); or</li> <li>(c) rights in relation to Confidential Information;</li> </ul>		
<b>Known Applicant</b>	has the meaning as given in <b>clause 11.6(b)</b> ;		
<b>Law</b>	means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Australia, whether made by the Commonwealth, a State, Territory or a local government, and includes the common law and rules of equity as applicable from time to time;		
<b>Legal Customer</b>	<table border="0" style="width: 100%;"> <tr> <td style="vertical-align: top;"><b>Entity</b></td> <td>means:</td> </tr> </table> <ul style="list-style-type: none"> <li>(a) a body politic of the Commonwealth, an Australian state or an Australian territory; or</li> <li>(b) a body corporate or organisation that is: <ul style="list-style-type: none"> <li>(i) a body incorporated by or under a law of the Commonwealth, an Australian state or an Australian territory;</li> <li>(ii) an unincorporated association, partnership or trust formed within Australia; or</li> <li>(iii) a 'registered foreign company' as defined within section 9 of the <i>Corporations Act 2001</i> (Cth),</li> </ul> </li> <li>(c) a sole trader operating within Australia,</li> </ul> <p>which engages the Accredited Body to use the Service on their behalf in return for a fee and includes customers who:</p> <ul style="list-style-type: none"> <li>(a) use the Accredited Body as a broker solely to use the Service to access nationally coordinated criminal history checks; or</li> </ul>	<b>Entity</b>	means:
<b>Entity</b>	means:		

- (b) use the Service to access nationally coordinated criminal history checks as part of a broader service the Accredited Body provides to the customer;

**Legal Entity Customer** does not include an individual who is an Applicant on behalf of whom the Accredited Body accesses nationally coordinated criminal history checks and uses the Service; or a third party entity to which an Applicant discloses the results of a nationally coordinated criminal history check where that disclosure is separate to and distinct from the Accredited Body or any broader service offering or undertaking by the Accredited Body.

<b>Material</b>	means any article or thing in relation to which Intellectual Property rights arise;
<b>Moral Rights</b>	means each and every 'moral right' as defined in the <i>Copyright Act 1968</i> (Cth);
<b>Nationally coordinated criminal history check</b>	means a criminal history and police information check conducted about an Applicant by the ACIC, as part of the Service in accordance with this Agreement, and the result of that checking process provided by the ACIC to the Accredited Body in a physical or electronic format;
<b>Nationally coordinated criminal history check category</b>	means one or more categories listed in Item 10 of the Agreement Schedule, being the categories for which the Accredited Body is permitted to collect, use or disclose Personal Information and Police Information under <b>clause 7.2(c)(i)</b> of the Agreement;
<b>National Police Checking Service (or Service)</b>	means the service established by the ACIC to facilitate nationally coordinated criminal history checks to support the assessment of the suitability of people applying for employment (including positions of trust and volunteer service) or entitlements (including Australian citizenship, licensing and registration schemes);
<b>Party</b>	means a party to this Agreement as specified in the Agreement Schedule;
<b>Permitted Offshore Transfer</b>	means the permitted transfer of Personal Information or Police Information to a location outside Australia, where the transfer is:  (a) necessary to provide an Applicant with access to the result of a nationally coordinated criminal history check in relation to the Applicant, where:  (i) the Applicant is located outside Australia; and  (i) the Applicant has consented to the transfer or supply of Personal Information or Police Information to a location outside Australia; and/or  (b) for the purpose of routing Personal Information or Police Information through servers located outside Australia, where:  (i) the end recipient of that Personal Information or Police Information is located within Australia; and  (ii) the Personal Information or Police Information is retained or stored only on databases, servers or systems located within Australia; and/or  (c) for the purposes of accessing or retaining or storing Personal Information or Police Information, or security or system information relating to the Service, on databases, services or systems located outside Australia where:  (i) the Applicant has consented to the retention or storage; and

(ii) the ACIC has approved, in writing, the Accredited Body's ICT environment for the retention or storage of Personal Information or Police Information, or security or system information related to the Service on databases, services or systems located outside Australia; and/or

(d) for any other purpose for which the Applicant has consented to the transfer or supply of Personal Information or Police Information to a location outside Australia;

**Personal Information** has the meaning given in the *Privacy Act 1988* (Cth);

**Personnel** means:

(a) in relation to the Accredited Body, means the Accredited Body's Authorised Officer, each Subcontractor and any officer, employee, contractor, partner, volunteer, agent, director, board member of the Accredited Body or a Subcontractor; and

(b) in relation to the Commonwealth, means officers, employees, volunteers, agents or contractors of the ACIC or any entity that is contracted by the ACIC other than the persons and entities referred to in paragraph (a) of this definition;

**Police Information** means any of the following information:

(a) information collected for the purposes of providing the Service;

(b) information collected for the purposes of a nationally coordinated criminal history check; and

(c) information released as part of a nationally coordinated criminal history check including any information accessible for the purposes of the Service;

**Primary Use in Community Document** means a document named as such in **Annexure A**(Identity Proofing Documents and Processes);

**Privacy Act** means the *Privacy Act 1988* (Cth);

**Registered APP Code** has the meaning given in the *Privacy Act 1988* (Cth)

**Related Government Entity** means:

(a) a body politic of the Commonwealth, an Australian state or an Australian territory,

which engages the Accredited Body to use the Service on their behalf and includes entities who:

(a) use the Accredited Body as a broker solely to use the Service to access nationally coordinated criminal history checks; or

(b) use the Service to access nationally coordinated criminal history checks as part of a broader service the Accredited Body provides to the entities;

**Related Government Entity Arrangement** means a written arrangement between the Accredited Body and the Related Government Entity for the purposes of the Service and the provision of

	access to nationally coordinated criminal history checks by the Accredited Body on behalf of the Related Government Entity;
<b>Safeguards</b>	means practices that a professional organisation handling Personal Information would implement to appropriately protect that information and include the Protection of Personal Information and Police Information Safeguards set out at <b>Annexure B</b> ;
<b>Secondary Use in Community Document</b>	means a document named as such in <b>Annexure A</b> (Identity Proofing Documents and Processes);
<b>Standard Check</b>	means a nationally coordinated criminal history check performed in relation to an Applicant that is not a Volunteer Check;
<b>Subcontractor</b>	means any person engaged by the Accredited Body to undertake any part of the Accredited Body's obligations under this Agreement, and 'Subcontract' means the written agreement between the Accredited Body and the Subcontractor;
<b>Volunteer</b>	means an Applicant who has provided Informed Consent for a nationally coordinated criminal history check for a position, or to perform a role, on the basis that: <ul style="list-style-type: none"> <li>(a) the Applicant will: <ul style="list-style-type: none"> <li>(i) freely hold the position or perform the role on a voluntary basis for the common good; and</li> <li>(ii) not be an employee or contractor and will not be entitled to a salary or any other entitlements associated with the position or role, other than payment of out of pocket expenses; or</li> </ul> </li> <li>(b) the Applicant is a student undertaking a compulsory unpaid vocational placement as part of a training course requirement from an Australian-based educational institution.</li> </ul>
<b>Volunteer Check</b>	means a nationally coordinated criminal history check performed in relation to an Applicant who is a Volunteer; and
<b>Vulnerable Groups</b>	means: <ul style="list-style-type: none"> <li>(a) a child; or</li> <li>(b) an adult who is: <ul style="list-style-type: none"> <li>(i) disadvantaged or in need of special care, support, or protection because of age, disability, or risk of abuse or neglect; or</li> <li>(ii) accessing a service provided to disadvantaged people.</li> </ul> </li> </ul>

## Schedule 1 – Agreement Schedule

Item No.	Description	Particulars
1.	<b>Accredited Body</b>	Entity Name: Entity ABN: Entity's registered trading name (if applicable): Registered Address: Principal Place of Business:
2.	<b>Commencement Date</b> Clause 2	means the date on which the Agreement Schedule is executed by the Parties or, if executed on separate dates, the date on which the schedule is executed by the last Party, unless otherwise specified in the schedule.
3.	<b>Term of the Agreement: Extension</b> Clause 2	The date on which the Agreement terminates unless the ACIC has extended the term beyond the Standard Term for a further period or periods as specified in the schedule.
4.	<b>Accreditation Type</b> Clauses 3 and 4.3	<p><b>[Choose from:</b></p> <p>The Accredited Body is only authorised to conduct nationally coordinated criminal history checks of the Accredited Body's Personnel (including potential or existing) who has provided Informed Consent for the nationally coordinated criminal history check category at Item 10 of this Agreement Schedule.</p> <p><b>OR</b></p> <p>The Accredited Body is authorised to conduct nationally coordinated criminal history checks of any Applicant, including the Accredited Body's Personnel, (including potential or existing) who has provided Informed Consent for the nationally coordinated criminal history check categories at Item 10 of this Agreement Schedule.</p> <p><b>OR</b></p> <p>The Accredited Body is authorised to conduct nationally coordinated criminal history checks of the Accredited Body's Personnel (including potential or existing) who has provided Informed Consent for the nationally coordinated criminal history check category at Item 10 of this Agreement Schedule; and</p> <p>The Accredited Body is authorised to conduct nationally coordinated criminal history checks on behalf of a related government entity, to obtain nationally coordinated criminal history checks in relation to any Applicant who has provided the Accredited Body with Informed Consent for the nationally coordinated criminal history check category at Item 10 of this Agreement Schedule, <b>being:</b></p> <p><b>[insert details]</b></p> <p><b>OR</b></p> <p>The Accredited Body is authorised to conduct nationally coordinated criminal history checks of the Accredited Body's Personnel (including potential or existing) who has provided Informed Consent for the nationally coordinated criminal history check categories at Item 10 of this Agreement Schedule; and</p> <p>The Accredited Body is authorised to conduct nationally coordinated criminal history checks on behalf of a related government entity, [define the functions of the entity and the limitations including whether restricted to personnel] to obtain</p>



Item No.	Description	Particulars
		<p>nationally coordinated criminal history checks in relation to any Applicant who has provided the Accredited Body with Informed Consent for the nationally coordinated criminal history check, being:</p> <p><i>[insert details]; and</i></p> <p>The Accredited Body is authorised to conduct nationally coordinated criminal history checks of any Applicant who has provided Informed Consent for the nationally coordinated criminal history check categories at Item 10 of this Agreement Schedule.</p> <p><b>OR</b></p> <p><b>Clause 4.3 of the Agreement Terms and Conditions applies</b></p> <p>The Accredited Body is authorised to:</p> <ul style="list-style-type: none"> <li>• conduct nationally coordinated criminal history checks of any Applicant, including the Accredited Body's Personnel, (including potential or existing) who has provided Informed Consent for the nationally coordinated criminal history check categories at Item 10 of this Agreement Schedule; and</li> <li>• provide the Service to its Legal Entity Customers for the purposes of submitting nationally coordinated criminal history checks for the Personnel of its Legal Entity Customers who has provided Informed Consent for the nationally coordinated criminal history check categories at Item 10 of this Agreement Schedule.</li> </ul>
5.	<p><b>Protection of Police Information and Personal Information, Permitted Offshore Transfer Circumstance</b> Clause 7.2(c)(ii)</p>	<p>The Accredited Body is only authorised to access, retain or store or hold Personal Information or Police Information on databases, services or systems located within Australia.</p>
6.	<p><b>Restriction on altering nationally coordinated criminal history checks</b> Clause 7.3(b)(ii)</p>	<p>The ACIC has not approved the Accredited Body's branded template. OR The ACIC has approved the Accredited Body's branded template. <i>Note: the approved branded template is as attached to this Agreement Schedule</i></p>
7.	<p><b>Fees for nationally coordinated criminal history checks</b> Volunteer Check Clause 8.1(a)(ii)</p>	<p>The Accredited Body, its Legal Entity Customer/s and/or its Related Government Entity/ies, if Clause 4.3 of this Agreement applies, is not authorised to submit Volunteer Check's.</p> <p>OR</p> <p>The Accredited Body, its Legal Entity Customer/s and/or its Related Government Entity/ies, if Clause 4.3 of this Agreement applies is authorised to submit Volunteer Check, for the following purposes/organisations:</p> <p>Example text:</p>

Item No.	Description	Particulars
		<p>The Accredited Body, and its Legal Entity Customer/s if clause 4.3 applies, is authorised to submit Volunteer Check, for the following organisations/purposes:</p> <ul style="list-style-type: none"> <li>- registered and/or recognised charitable, community service, not-for-profit or benevolent societies as per the Australian Charities and Not-for-profits Commission, for roles that meet the Volunteer purpose as defined by this Agreement</li> <li>- Australian-based academic institutions, Higher Education Providers or training providers as registered on the National Register on Vocational Education and Training as provided, or the National Register of Higher Education Providers, provided by the Tertiary Education Quality and Standards Agency, for the purposes of a student undertaking a compulsory vocational placement as required by the registered Australian-based institution</li> <li>- For individual Applicants who are able to demonstrate that they meet the Volunteer purposes as defined by this Agreement</li> </ul> <p>on the basis that the Accredited Body implements an assurance program to minimise the likelihood of incorrect nationally coordinated criminal history check type submissions.</p>
8.	<b>Applicant's Informed Consent</b> Clause 11.7	The Applicant's Informed Consent must be collected prior to each and every request submitted to ACIC for a nationally coordinated criminal history check.
9.	<b>Applicant's Informed Consent</b> Clause 11.7(c)(iii)(G) and 11.7(c)(iii)(K)	<p>Details of the relevant Law and/or authorised persons or organisations to which Police Information about the Applicant is required to be collected is as follows:</p> <p>OR</p> <p>Details of the relevant Law and/or authorised persons or organisations to which Police Information about the Applicant is required to be collected and disclosed is as follows:</p> <p>No relevant law applies</p>
10.	<b>Nationally coordinated criminal history check category</b> Clause 11.1(b)	<p>The Accredited Body is only authorised to conduct nationally coordinated criminal history checks of an Applicant who has provided Informed Consent for the nominated nationally coordinated criminal history check categories:</p> <ul style="list-style-type: none"> <li>• Employment</li> <li>• Probity</li> <li>• Licence</li> </ul>
11.	<b>Identity Enrolment</b> Clause 11.6(a)	The Accredited Body <b>is/is not</b> approved to implement Identity Enrolment for Known Applicants.
12.	<b>Accredited Body's</b>	The person correctly authorised by the Accredited Body occupying the position of <b>[Authorised Officer's position]</b> ,

Item No.	Description	Particulars
	<b>Authorised Officer</b> Clause 17	currently: Name: Mobile: Email: Any changes to the Authorised Officer are to be done in accordance with clause 17(f).
13.	<b>Accredited Body's Address for Notices</b> Clause 14	By post: By hand: By email:
14.	<b>Accredited Body's Address for Invoices</b> Clause 8.1(b)	
15.	<b>ACIC's Authorised Officer and Address for Notices</b> Clause 14	The person at the ACIC occupying the position of the Manager responsible for managing the National Police Checking Service GPO Box 1936, Canberra City ACT 2601 <a href="mailto:npcs@acic.gov.au">npcs@acic.gov.au</a>

TEMPLATE EXAMPLE ONLY NOT FOR EXECUTION

## 1. Execution Blocks

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### EXECUTED AS AN AGREEMENT]

[Select an execution clause from the Options depending on client type]

[Option A: Australian Company with ACN executing via its authorised representative]

EXECUTED by [ACCREDITED BODY] ACN XXX  
XXX XXX in accordance with s 126 of the  
*Corporations Act 2001 (Cth)*

Signature of Authorised Representative \_\_\_\_\_

Print Name \_\_\_\_\_

Dated \_\_\_\_\_

AND

Signature of Witness \_\_\_\_\_

Print Name \_\_\_\_\_

Dated \_\_\_\_\_

[Option B: Australian Company with ACN executing in its capacity as a company where the company has at least two directors, or one director and one secretary. Please note there is NO witness requirement.]

EXECUTED by [ACCREDITED BODY] ACN XXX  
XXX XXX in accordance with s 127(1) of the  
*Corporations Act 2001 (Cth)*

Signature of Director / Secretary \_\_\_\_\_

Print Name \_\_\_\_\_

Dated \_\_\_\_\_

AND

Signature of Director \_\_\_\_\_

Print Name \_\_\_\_\_

Dated \_\_\_\_\_

[Option C: Australian Company with ACN executing in its capacity as a company, where the company has one sole director. Please note there is NO witness requirement.]

EXECUTED by [ACCREDITED BODY] ACN XXX  
XXX XXX in accordance with section 127 of the  
*Corporations Act 2001 (Cth)*

Signature of Sole Director-Secretary \_\_\_\_\_

Print Name \_\_\_\_\_

Dated \_\_\_\_\_

[Option D: State Government Department where there is no corporate entity]

**EXECUTED for and on behalf of THE [choose one of the following: STATE OF QUEENSLAND, STATE OF NEW SOUTH WALES, STATE OF VICTORIA, STATE OF SOUTH AUSTRALIA, STATE OF TASMANIA, STATE OF WESTERN AUSTRALIA, NORTHERN TERRITORY, AUSTRALIAN CAPITAL TERRITORY] represented by [INSERT LEGAL NAME OF ACCREDITED BODY] ABN XX XXX XXX XXX by its authorised delegate**

Signature of Authorised Delegate

\_\_\_\_\_

Print Name

\_\_\_\_\_

Print Position Title

\_\_\_\_\_

Dated

\_\_\_\_\_

AND

Signature of Witness

\_\_\_\_\_

Print Name

\_\_\_\_\_

Dated

\_\_\_\_\_

[Option E: Commonwealth, State or Territory corporate entities where entities can enter into contracts in their own right.]

**EXECUTED by the [ACCREDITED BODY] ABN XX XXX XXX by its Authorised Delegate**

Signature of Authorised Delegate

\_\_\_\_\_

Print Name

\_\_\_\_\_

Print Position Title

\_\_\_\_\_

Dated

\_\_\_\_\_

AND

Signature of Witness

\_\_\_\_\_

Print Name

\_\_\_\_\_

Dated

\_\_\_\_\_

[Option F: For all other entities, for example, charity, club, non-profit association, volunteer association, partnerships, the execution clause will depend on their constitution or other governance documents. Please reformat the style so all schedules are consistent. Below is an example execution clause.]

**EXECUTED by the [ACCREDITED BODY] ABN XX XXX XXX:**

Signature of Authorised Representative

\_\_\_\_\_

Print Name

\_\_\_\_\_

Dated

\_\_\_\_\_

AND

Signature of Witness

\_\_\_\_\_

Print Name

\_\_\_\_\_

Dated

\_\_\_\_\_

[The following is an execution clause for ACIC – no changes necessary]

**EXECUTED by the COMMONWEALTH OF AUSTRALIA as represented by the Australian Criminal Intelligence Commission ABN 11 259 448 410**

Signature of Manager, National Police Checking Service

\_\_\_\_\_

Print Name

\_\_\_\_\_

Dated

\_\_\_\_\_

AND

Signature of Witness

\_\_\_\_\_

Print Name

\_\_\_\_\_

Dated

\_\_\_\_\_

TEMPLATE EXAMPLE ONLY NOT FOR EXECUTION

## **Annexure A – Identity Proofing Documents and Processes**

### **1. Name of person on identity documents**

---

- (a) The identity documents listed in this **Annexure** must be issued in the name of the person seeking to prove identity or in a former name of that person.
- (b) Where a change of name has occurred and any of the documents listed in this **Annexure** are provided in a former name, evidence must also be submitted of an Australian Registry of Births, Deaths and Marriages issued change of name certificate or a Australian marriage certificate issued by a State or Territory (this does not include church or celebrant issued certificates).

### **2. Commencement of Identity Documents**

---

The following documents are Commencement of Identity Documents for the purposes of **clause 11.4(a)(i)** of the Agreement:

- (a) a full Australian Birth Certificate (not an extract or birth card);
- (b) Post-Adoptive/Integrated Birth Certificate
- (c) a current Australian Passport (not expired; however, if the Document Verification System (DVS) is used to verify the passport, it may be up to 2 years expired);
- (d) Australian Visa current at time of entry to Australia as resident or tourist (this can also be accessed through the Visa Entitlement Verification Online (VEVO) system delivered by the Department of Home Affairs) ;
- (e) ImmiCard issued by the Department of Home Affairs that assists the cardholder to prove their visa/migration status and enrol in services;
- (f) certificate of identity issued by the Department of Foreign Affairs and Trade to refugees and non Australian citizens for entry to Australia;
- (g) document of identity issued by the Department of Foreign Affairs and Trade to Australian citizens or persons who possess the nationality of a Commonwealth country, for travel purposes;
- (h) certificate of evidence of resident status; and
- (i) Australian Citizenship Certificate.

### **3. Primary Use in Community Document**

---

The following documents are Primary Use in Community Documents for the purposes of **clause 11.4(a)(ii)** of the Agreement and must not be expired:

- (a) a current Australian driver licence, learner permit or provisional licence issued by a State or Territory, showing signature and/or photo and the same name as claimed;
- (b) Australian marriage certificate issued by a State or Territory (this does not include church or celebrant issued certificates);
- (c) a current passport issued by a country other than Australia with a valid visa or valid entry stamp or equivalent;

- (d) a current proof of age or photo identity card issued by an Australian government agency in your name with photo and signature;
- (e) a current shooter or firearm licence showing signature and photo (not minor or junior permit or licence); and
- (f) for persons aged under 18 with no other Primary Use in Community Documents, a current student identification card with photo or signature.

#### **4. Secondary Use in the Community Documents**

---

The following documents are Secondary Use in Community Documents for the purposes of **clause 11.4(a)(iii)** of the Agreement and must be not expired:

- (a) DFAT issued Certificate of Identity;
- (b) DFAT issued Document of Identity;
- (c) DFAT issued United Nations Convention Travel Document Secondary;
- (d) Foreign government issued documents (e.g. driver licences);
- (e) Medicare Card;
- (f) Enrolment with the Australian Electoral Commission;
- (g) Security Guard/Crowd Control photo licence;
- (h) Evidence of right to a government benefit (DVA or Centrelink or seniors card);
- (i) Consular photo identity card issued by DFAT;
- (j) Police Force Officer photo identity card;
- (k) Australian Defence Force photo identity card;
- (l) Commonwealth or state/territory government photo identity card (this may take the form of a working with children or vulnerable people card or a government issued occupational licence);
- (m) Aviation Security Identification Card;
- (n) Maritime Security Identification Card;
- (o) Credit reference check;
- (p) Australian secondary or tertiary student photo identity document;
- (q) Certified academic transcript from an Australian university or a registered higher education provider;
- (r) Trusted referees report;
- (s) Bank card, credit card or bank statement (without recording the payment card number/s); and
- (t) state/territory government rates assessment notice or Australian Taxation Office assessment notice;
- (u) Australian utility bill showing name and address;



(v) Australian Private Health Insurance Card;

(w) Australian Trade Association card.

TEMPLATE EXAMPLE ONLY NOT FOR EXECUTION

## Annexure B – Protection of Personal Information and Police Information Safeguards

### 1. Introduction

---

- (a) In accessing the Service, Accredited Bodies must implement the security management measures set out in this **Annexure B** to ensure against:
- (i) misuse, interference, loss, unauthorised access, modification or disclosure of Applicant's Personal Information;
  - (ii) unauthorised access to and use of the Service;
  - (iii) unauthorised access to Police Information in the National Police Checking Service Support System (**NSS**); and
  - (iv) loss and unauthorised access, use, modification or disclosure of Police Information stored outside of NSS.
- (b) This information is provided to assist Accredited Bodies understand their obligations and comply with the ACIC's security management standards.

### 2. Information Security Policy

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- (a) The Accredited Body must develop, document and maintain an Information Security Policy (**Policy**) that clearly describes how it protects information.
- (b) The Policy should be supported by the Accredited Body's senior management and be structured to include any legal framework relevant to the Policy, such as the *Australian Crime Commission Act 2002* (Cth) and this Agreement.
- (c) The Policy must include adequate details on how it is enforced through physical, technical and administrative controls, including details on:
- (i) the type or class of information that the Policy applies;
  - (ii) information security roles and responsibilities relating to the Service;
  - (iii) security clearance requirements and its Personnel's responsibilities;
  - (iv) configuration and change control;
  - (v) technical access controls;
  - (vi) staff training;
  - (vii) networking and connections to other systems;
  - (viii) physical security (including media security); and
  - (ix) incident management.
- (d) The Accredited Body's privacy policy must reference the Policy, in terms of how the Applicant's Personal Information is held (as per APP 1.4(b)).

### **3. Technical Access**

---

The Accredited Body's ICT environment must be secured in accordance with the Policy and should:

- (a) be protected by appropriately configured gateway environment (including firewalls);
- (b) include technical access controls protecting any Police Information stored electronically outside of NSS, for example, restricted file system permissions; and
- (c) maintain a static IP address to avail web services (if applicable).

### **4. Technical Infrastructure**

---

(a) Workstations and server infrastructure involved in the storage or processing of Police Information and Personal Information should be secured in accordance with the Policy and should:

- (i) run current and patched operating systems;
- (ii) run current and patched software, including browsers (N-1 on browsers is acceptable providing patching is maintained);
- (iii) have anti-virus software application installed up-to-date virus definition files; and
- (iv) run application whitelisting software (desirable).

(b) Administrative or privileged access to infrastructure is to be minimised and only used when an administrative function is required.

### **5. Digital Certificates**

---

Digital certificates used in the connection to the Service must be managed securely and ensure:

- (a) certificates are not distributed beyond that required for connection;
- (b) certificates are only installed on the Accredited Body's corporate infrastructure (certificates must not be installed on home or personal computers); and
- (c) passwords relating to certificates are securely stored.

### **6. Password policy**

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System accounts that are involved in the storage or processing of Police Information and/or Personal Information should be subject to a password policy that sets out:

- (a) no less than 10 character passwords including a minimum of one numerical and one upper case character;
- (b) password reset cycle no longer than 90 days;
- (c) users to select strong passwords (avoid dictionary words);
- (d) ensure unused accounts are disabled and removed; and

- (e) computers lock after 15 minutes of inactivity.

## **7. Training**

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All Accredited Body's Personnel involved in storage or processing of Police Information and Personal Information must be provided with the information security awareness training related to:

- (a) their responsibilities as defined in the Policy;
- (b) what constitutes authorised access to information; and
- (c) their obligations with regard to reporting of information security issues or incidents.

## **8. Incident Management**

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Any information security issues or incidents must be reported immediately to the ACIC where the consequence may impact or has impacted on the ACIC systems or information. This includes, but is not limited to, loss or compromise of digital certificates or associated passwords.

TEMPLATE EXAMPLE ONLY NOT FOR EXECUTION

## Annexure C – Disclaimer for Limitations of Service

### NATIONALLY COORDINATED CRIMINAL HISTORY CHECK

#### LIMITATIONS ON ACCURACY AND USE OF THIS INFORMATION

1. This nationally coordinated criminal history check provides a point in time check about the applicant for an authorised nationally coordinated criminal history check category and purpose. Information obtained through this check should not be used for any other purpose.
2. The accuracy and quality of information provided in this nationally coordinated criminal history check depends on accurate identification of the applicant which is based on information, including aliases, about the applicant provided in the application and the comprehensiveness of police records.
3. While every care has been taken by the Australian Criminal Intelligence Commission ('ACIC') to conduct a search of police information held by it and Australian police agencies that relates to the applicant, this nationally coordinated criminal history check may not include all police information about the applicant. Reasons for certain information being excluded from the nationally coordinated criminal history check include the operation of laws that prevent disclosure of certain information, or that the applicant's record is not identified by the search process across the agencies' relevant information holdings.
4. This nationally coordinated criminal history check may contain any of the following information about an applicant:
  - a. charges;
  - b. court convictions;
  - c. findings of guilt with no conviction;
  - d. court appearances;
  - e. good behaviour bonds or other court orders;
  - f. pending matters awaiting court hearing;
  - g. traffic offence history.(‘Disclosable Court Outcome’).
5. If this nationally coordinated criminal history check contains a Disclosable Court Outcome, the entity submitting the application is required to:
  - a. notify the applicant of the nationally coordinated criminal history check; and
  - b. provide the applicant with a reasonable opportunity to respond to, or validate the information, in the nationally coordinated criminal history check.
6. To the extent permitted by law, neither the ACIC nor Australian police agencies accept responsibility or liability for any omission or error in the nationally coordinated criminal history check.

## **NATIONALLY COORDINATED CRIMINAL HISTORY CHECK PROCESS**

The information in this nationally coordinated criminal history check has been obtained according to the following process:

- (a) the ACIC searches its data holdings for potential matches with the name(s) of the applicant;
- (b) the ACIC and the relevant Australian police agencies compare name matches with police information held in Australian police records;
- (c) the relevant Australian police agency identifies any police information held in its police records and releases the information subject to relevant spent convictions, non-disclosure legislation or information release policies; and
- (d) the ACIC provides resulting information to the entity submitting the application.

TEMPLATE EXAMPLE ONLY NOT FOR EXECUTION