

DPI QoN – Inquiry into approved Charitable Organisations under POCTAA

QoN (page no.)	Answer																																																																																																																													
<p>Page 43:</p> <p>The CHAIR: Does that differ for the different grants? Is there a different set of requirements for that \$425,000 compared to the puppy farm task force?</p> <p>KIM FILMER: This is purely an annual report that goes to the Minister.</p> <p>The CHAIR: If this Committee asked to see the annual report with that detail on how successful the puppy farm task force was, you would be able to provide the Committee with that, perhaps with some redactions? Obviously we do not want personal names or people being prosecuted, but would we be able to see some of that data as an example of what reporting goes to you?</p> <p>SCOTT HANSEN: Yes, certainly. I think actually in estimates two weeks ago we were able to go</p>	<table border="1"> <thead> <tr> <th>Month</th> <th>New inspections</th> <th>Revisits</th> <th>24N</th> <th>PIN</th> <th>Prosecutions initiated</th> <th>Animals inspected (approx.)</th> </tr> </thead> <tbody> <tr><td>Aug 20</td><td>12</td><td>1</td><td>13</td><td>8</td><td>0</td><td>421</td></tr> <tr><td>Sept 20</td><td>23</td><td>10</td><td>13</td><td>5</td><td>0</td><td>268</td></tr> <tr><td>Oct 20</td><td>19</td><td>13</td><td>21</td><td>6</td><td>0</td><td>692</td></tr> <tr><td>Nov 20</td><td>13</td><td>8</td><td>15</td><td>4</td><td>1</td><td>590</td></tr> <tr><td>Dec 20</td><td>17</td><td>12</td><td>9</td><td>2</td><td>1</td><td>220</td></tr> <tr><td>Jan 21</td><td>21</td><td>24</td><td>9</td><td>12</td><td>0</td><td>249</td></tr> <tr><td>Feb 21</td><td>19</td><td>13</td><td>4</td><td>0</td><td>0</td><td>299</td></tr> <tr><td>Mar 21</td><td>7</td><td>15</td><td>0</td><td>0</td><td>0</td><td>494</td></tr> <tr><td>Apr 21</td><td>8</td><td>6</td><td>5</td><td>0</td><td>1</td><td>369</td></tr> <tr><td>May 21</td><td>15</td><td>7</td><td>8</td><td>0</td><td>0</td><td>470</td></tr> <tr><td>Jun 21</td><td>12</td><td>4</td><td>4</td><td>1</td><td>0</td><td>108</td></tr> <tr><td>Jul 21</td><td>18</td><td>8</td><td>11</td><td>0</td><td>0</td><td>182</td></tr> <tr><td>Aug 21</td><td>9</td><td>7</td><td>3</td><td>0</td><td>0</td><td>72</td></tr> <tr><td>Sept 21</td><td>16</td><td>11</td><td>7</td><td>9</td><td>0</td><td>389</td></tr> <tr><td>Oct 21</td><td>54</td><td>7</td><td>13</td><td>5</td><td>0</td><td>767</td></tr> <tr><td>Nov 21</td><td>70</td><td>11</td><td>23</td><td>5</td><td>0</td><td>631</td></tr> </tbody> </table>	Month	New inspections	Revisits	24N	PIN	Prosecutions initiated	Animals inspected (approx.)	Aug 20	12	1	13	8	0	421	Sept 20	23	10	13	5	0	268	Oct 20	19	13	21	6	0	692	Nov 20	13	8	15	4	1	590	Dec 20	17	12	9	2	1	220	Jan 21	21	24	9	12	0	249	Feb 21	19	13	4	0	0	299	Mar 21	7	15	0	0	0	494	Apr 21	8	6	5	0	1	369	May 21	15	7	8	0	0	470	Jun 21	12	4	4	1	0	108	Jul 21	18	8	11	0	0	182	Aug 21	9	7	3	0	0	72	Sept 21	16	11	7	9	0	389	Oct 21	54	7	13	5	0	767	Nov 21	70	11	23	5	0	631						
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through the month-by-month breakdown in terms of the number of initial inspections, repeat inspections, the number of PINs, the number of prosecutions on a monthly basis for the task force. That information is pretty typical of the regular reporting we get.

Dec 21	42	12	16	0	0	456
Jan 22	55	25	19	1	0	1187
Feb 22	20	6	7	4	0	814
Mar 22	15	7	15	1	0	264
Total	463	206	215	63	3	8942

Number of animals seized since Task Force commenced in October 2020: 141 (this figure does not include puppies subsequently born in care).

RSPCA NSW – IBTF Statistics Penalty Infringement Notices						
Description	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22
Failing to provide records required	1	1				
Failing to have a documented evacuation plan		1				
Failing to provide an isolation facility	1					
Failing to provide a pest control program	1	1				
Failing to provide an information package at purchase	1	1				
Failing to provide written guarantees	1	1				
Failing to comply with a S24N Written Direction (records)				1		
Failing to comply with 6.1.1.8 – Housing in					1	

relation to roof heights being below 1.8m							
Failing to keep animals with dependent young separate from other animals – 7.1.1.4					1		
Failing to provide records of animals held at the facility – 5.1.3					1		
Failing to keep breeding pairs separate/isolated from other animals – 10.1.1.4					1		
Failing to comply with a S24N Written Direction (records)							1
Total	5	5	0	1	4		1

Page 46:

The Hon. PETER PRIMROSE: Do you provide oversight of the compliance and enforcement actions of the approved enforcement agencies under the Act?

SCOTT HANSEN: Yes, via an MOU with both agencies.

The Hon. PETER PRIMROSE: Specifically what does the MOU provide?



RSPCA NSW MOU.pdf



AWL NSW MOU.pdf

The MOUs were scheduled to be reviewed within three years of commencement; however, this review has been deferred to allow the Government to incorporate critical improvements or changes that are identified through the reform process.

SCOTT HANSEN: It provides a number of pieces. I can give you the outline of them here.

The Hon. PETER PRIMROSE: Can we get the MOU tabled?

SCOTT HANSEN: Yes, definitely. But as you would expect, it covers the governance arrangements—what their policies and procedures need to be; the communication requirements; and the training responsibilities—to ensure the inspectors are trained appropriately; and then a review process for that MOU.

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The Hon. PETER PRIMROSE: Are these actions reviewable by anyone? For instance, this morning when I was asking questions I note that by far the number of compliance and enforcement activities—for instance, by the RSPCA—were written notices. Is the outcome of that reviewable? For

As advised by RSPCA NSW, when a penalty infringement notice is issued for an offense under POCTA or a Code of Practice, the person receiving the fine can make representations to Revenue NSW for the fine to be reviewed – information on this process is provided by Revenue NSW (<https://www.revenue.nsw.gov.au/fines-and-fees/request-a-review?msclid=9f5cba70c6c511ec83b490c73a77a570>) . If this happens, Revenue NSW will send correspondence to RSPCA NSW requesting a review or further information to support the fine. A determination is then made by Revenue NSW.

example, if I received a written notice, could I seek the advice of the Ombudsman?

SCOTT HANSEN: I might ask either Dr Tracey or Dr Filmer if they have an initial response to that.

KIM FILMER: The advice that we have been given at the moment is that RSPCA does not fall under the Ombudsman, but it is something that is being considered as part of the animal welfare reform review.

The Hon. PETER PRIMROSE: So it may eventually become a reviewable act by an agency such as the Ombudsman?

KIM FILMER: It may, yes.

The Hon. PETER PRIMROSE: But at the moment it is not?

KIM FILMER: That is the advice I have been given.

The Hon. PETER PRIMROSE: Even though it can prescribe penalties under an Act of Parliament.

SCOTT HANSEN: We might take that on notice and come back to you with some details.

The Hon. PETER PRIMROSE: I would be very interested and very grateful if you would.

SCOTT HANSEN: I think there might have been some confusion in our answer around a complaint about the activities versus a complaint about the infringement notice. We might come back and clarify that for you in terms of that.

Our Ref: AC:ML:15085

30 November 2015

Belinda Lucas
Acting Director Animal Welfare | Biosecurity and Food Safety
Department of Primary Industries
Locked Bag 21
ORANGE NSW 2800

Dear Belinda,

Memorandum of Understanding Between RSPCA NSW & DPI

I refer to the above matter and enclose four original copies of the Memorandum of Understanding for signature by the Department.

Would you please have the Memorandum of Understanding signed and returned to our office.

Yours Truly,


Andrew Clachers
General Counsel
RSPCA NSW

(02) 9782 4482

(02) 9782 4443

Discussed w A.C. 22/12/15 - only need 2 original copies sent up for signature, one for RSPCA office.

J. Robinson

See BN15/9275

INWIS/60379



The Royal Society
for the Prevention of
Cruelty to Animals
New South Wales

ABN 87 000 001 641

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No CFN11744

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Somersby NSW 2250
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Unanderra NSW 2526
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Memorandum of Understanding
Enforcement of the *Prevention of Cruelty to Animals Act 1979*

1. PARTIES

This is a non-binding Memorandum of Understanding (**MOU**) between the following parties (**Parties**):

The Crown in right of the State of New South Wales acting through the Director General of the Department of Primary Industries (**Department**);

and

The Chief Executive Officer of the Royal Society for the Prevention of Cruelty to Animals NSW (**RSPCA**).

2. DEFINITIONS

Chief Executive means the Chief Executive Officer of the Royal Society for the Prevention of Cruelty to Animals NSW.

Department means the Department of Primary Industries within the Department of Industry, Skills and Regional Development or any Public Service agency or part of a Public Service agency which takes on the responsibilities of the Department from time to time.

Director General means the Director General of the Department or any equivalent role.

Minister means the Minister administering POCTA.

Parties means RSPCA and the Department.

POCTA means the *Prevention of Cruelty to Animals Act 1979*.

Regulation means the *Prevention of Cruelty to Animals Regulation 2012*.

3. PURPOSE OF THIS MOU

3.1. The purpose of this MOU is to provide for a joint understanding between the Department and RSPCA in relation to:

- a. RSPCA's governance arrangements and its exercise of compliance and enforcement powers, as they relate to the exercise of functions under POCTA; and
- b. the Department's role and responsibilities in the administration of POCTA, including but not limited to its advisory functions and various functions with respect to stock animals.

4. BACKGROUND

- 4.1. RSPCA is both a defined 'charitable organisation' and an 'approved charitable organisation' under POCTA.
- 4.2. RSPCA's inspectors have various compliance and enforcement powers under POCTA, and authority to institute proceedings for offences under POCTA and its regulations.
- 4.3. RSPCA has authority to institute proceedings for offences in its own right.

5. COMMENCEMENT OF THIS MOU

- 5.1. This MOU will commence on the date the last party signs the MOU.

6. NATURE OF THIS MOU

- 6.1. The parties intend that this MOU is a non-binding agreement.
- 6.2. This MOU does not give rise to any legal or contractual relationship between the parties, nor create any legal obligations on either party.
- 6.3. This MOU does not seek to constrain any Party's legislative function or authority, or other legal obligation.

7. THE DEPARTMENT'S ROLE AND RESPONSIBILITIES

- 7.1. Without excluding any other role or responsibility under any law or convention, the Parties agree that the Department, in relation to POCTA, has a role and associated responsibilities in:
 - a. supporting the objects of POCTA, being the prevention of cruelty to animals and the promotion of the welfare of animals;
 - b. contributing to State and National policy development in relation to animal welfare issues and recommending legislative amendments to the Minister;
 - c. providing support and advice to the Director General and the Minister in relation to the functions and powers under POCTA and the administration of POCTA in general;
 - d. providing advice to other persons or bodies including but not limited to RSPCA and its inspectors as required under POCTA, particularly with respect to stock animals; and
 - e. performing functions under Part 2B of POCTA with respect to stock animals.

8. RSPCA'S ROLE AND RESPONSIBILITIES

- 8.1. Without excluding any other role or responsibility under any law, the Parties agree that RSPCA, as an approved charitable organisation under POCTA, will:
 - a. exercise its powers, and facilitate the exercise of its inspectors' and officers' powers, to achieve the objects of POCTA, being the prevention of cruelty to animals and the promotion of the welfare of animals;
 - b. report to the Minister as required under POCTA and/or the Regulation;

- c. act in the public interest, in a reasonable manner and consistently with its appointment as an approved charitable organisation.

9. GOVERNANCE

9.1. RSPCA and the Department agree that:

- a. people and organisations with enforcement roles under legislation should act in the public interest and in accordance with the objectives of legislation; and
- b. systems of organisational governance need to promote transparency, honesty, fairness, accountability and impartiality in order to encourage public trust in the system.

9.2. To assist in achieving this, RSPCA will draft a framework of governance (**Governance Framework**), relating to its exercise of its functions under POCTA, which is consistent with the objectives, values and principles of the NSW Government's "Ethical Framework for the government sector" outlined in Part 2 of the *Government Sector Employment Act 2013* and *Behaving Ethically: a guide for NSW government sector employees*.

9.3. Without limiting the contents of the Governance Framework, the Governance Framework is to include the following:

- a. a statement of the functions and purposes of RSPCA under POCTA;
- b. a statement of expected behaviour and methods of RSPCA and its employees when carrying out functions under POCTA;
- c. robust risk management strategies and internal audit systems;
- d. a records management procedure;
- e. a Code of Ethics and Conduct which accords with the core values of Part 2 of the *Government Sector Employment Act 2013*, the 'Ethical Framework for the government sector', and document *Behaving Ethically: a guide for NSW government sector employees* (or any updated versions of these documents); and
- f. policies and procedures, as set out in clause 10 below.

9.4. RSPCA will submit the Governance Framework to the Director General within 6 months of the commencement of this MOU, except those policies which must be submitted within 12 months pursuant to clause 10.2. In the event that the Director General identifies in the Governance Framework any area of non-compliance with clause(s) 9.2 and/or 9.3, RSPCA will cooperate with the Director General in good faith to make any amendments as necessary to rectify the non-compliance.

9.5. Once finalised, RSPCA will comply with the Governance Framework and review the Governance Framework every three years, and will submit the reviewed Governance Framework to the Director General. In the event that the Director General identifies in the reviewed Governance Framework any area of non-compliance with clause(s) 9.2 and/or 9.3, RSPCA will cooperate with the Director General in good faith to make any amendments as necessary to rectify the non-compliance.

10. POLICIES AND PROCEDURE

- 10.1. As part of its Governance Framework RSPCA will review any existing policies and procedures and will draft any additional appropriate policies and procedures relating to its exercise of its functions under POCTA, which are to include the following policies at a minimum:
- a. Standard Operating Procedures, which will:
 - i. outline how RSPCA will provide its inspectorate with complaint information in a timely manner;
 - ii. define how RSPCA will maintain appropriate separation of its general advocacy functions and its enforcement functions under POCTA;
 - iii. be consistent with the Department of Premier and Cabinet's *Guidance for regulators to implement outcomes and risk-based regulation* (July 2014) (or any updated version of this document);
 - iv. set out roles and responsibilities for RSPCA and its inspectorate in relation to investigatory activities under POCTA; and
 - v. articulate an enforcement and compliance hierarchy / framework which RSPCA and its inspectorate will apply in exercising its discretion to exercise various compliance and enforcement powers;
 - b. Prosecution Policy, which will:
 - i. be consistent with *The Prosecution Guidelines of the Office of the Director of Public Prosecutions for NSW* (or any updated version of this document), except where these conflict with Legal Profession Conduct Rules as defined in the *Legal Profession Uniform Law (NSW)*, in which case the Prosecution Policy will be consistent with the Legal Profession Conduct Rules; and
 - ii. set out a clear framework guiding the commencement of prosecutions by RSPCA or its inspectorate;
 - c. Complaints Management Policy; and
 - d. Biosecurity Considerations Policy
- (collectively, the **Policies**).
- 10.2. RSPCA will submit a copy of the Standard Operating Procedures and the Prosecution Policy to the Director General within 6 months of the commencement of this MOU. RSPCA will submit a copy of the Complaints Management Policy and the Biosecurity Considerations Policy within 12 months of the commencement of this MOU. In the event that the Director General identifies in the Policies any area of non-compliance with clause(s) 9.2, 9.3 and/or 10.1, RSPCA will cooperate with the Director General in good faith to make any amendments as necessary to rectify the non-compliance.
- 10.3. Once finalised, RSPCA will comply with the Policies.

- 10.4. RSPCA will review the Policies every three years and will submit the reviewed Policies to the Director General. In the event that the Director General identifies in the reviewed Policies any area of non-compliance with clause(s) 9.2, 9.3 and/or 10.1, RSPCA will cooperate with the Director General in good faith to make any amendments as necessary to rectify the non-compliance.
- 10.5. At any time, RSPCA may draft any additional policy which it considers will support the exercise of its functions under POCTA. If RSPCA drafts an additional policy, it will be submitted to the Director General. In the event that the Director General identifies in the additional policy any area of non-compliance with clause(s) 9.2 and/or 9.3, RSPCA will cooperate with the Director General in good faith to make any amendments as necessary to rectify the non-compliance. Clauses 10.3 to 10.4 apply to any additional policy.

11. COMMUNICATION

- 11.1. RSPCA will promptly inform the Department's Animal Welfare Unit of any investigations and proposed compliance and enforcement action which may be of a highly controversial nature, and insofar as is possible, commits to discussing with the Department any significant issues which arise in respect of those matters, unless RSPCA is of the opinion that such disclosure and/or discussion would harm or potentially harm the integrity of any investigation or proposed action.
- 11.2. RSPCA and the Department will comply with any policies jointly developed and adopted by RSPCA and the Department in relation to the management of stock animal welfare cases.
- 11.3. RSPCA and the Department commit to effective communication between the parties, and to this end:
- a. RSPCA and the Department agree to communicate to each other any media releases of mutual interest;
 - b. RSPCA agrees to respond promptly and professionally to the Minister and Department's requests for advice or information;
 - c. the Department agrees to respond promptly and professionally to RSPCA's requests for advice or information, including but not limited to providing advice which complies with section 8(4) of POCTA; and
 - d. RSPCA and the Department will agree to meet as required.

12. LEGISLATION AND POLICY CHANGE

- 12.1. The Department will consult with RSPCA on any proposed legislative and policy changes relating to POCTA or the Regulation that may impact on them before seeking Ministerial approval for the proposed changes.

13. REPORTING

- 13.1. RSPCA recognises and agrees to comply with its statutory reporting requirements under POCTA and the Regulation.

14. TRAINING AND PROFESSIONAL DEVELOPMENT

Inspectors

- 14.1. RSPCA is responsible for ensuring their inspectors have the required skills and equipment and continued training and instruction to carry out their compliance and enforcement functions under POCTA.

Chief Executive and RSPCA board members

- 14.2. It is desirable for the Chief Executive and RSPCA board members to complete the Australian Institute of Company Directors Company Directors Course, preferably within 12 months of being appointed to the position or within 12 months of commencement of this MOU, whichever is the latter. Those who complete the course in accordance with this clause will provide the Department with evidence of successful completion of the course assessment.

15. DISPUTE RESOLUTION

- 15.1. Where any dispute arises under this MOU, the Parties will take all necessary steps to resolve the dispute expeditiously by mutual agreement, using the following procedures:
- a. initial discussions between relevant officials within RSPCA and the Department;
 - b. if not resolved, then through discussions between the Chief Executive and the Director General.

16. TERM & REVIEW

- 16.1. This MOU will remain in place as long as RSPCA continues to be an approved charitable organisation under POCTA.
- 16.2. The Parties will review this MOU within 3 years of the date of commencement.
- 16.3. This MOU may be amended at any time by agreement in writing of the Parties.

17. KEY CONTACTS

- 17.1. Minister's Office – Policy Advisor (Animal Welfare).
- 17.2. Department:
- a. Director Animal Welfare;
 - b. Group Director Animal Biosecurity & Welfare; and
 - c. Deputy Director General Biosecurity and Food Safety.

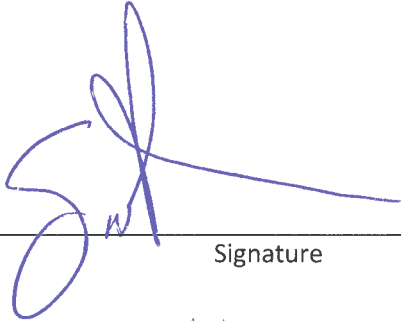
17.3. RSPCA NSW:



- a. Chief Executive; and
- b. Chief Inspector.

Signed as a non-binding memorandum.

Department

Signed for and on behalf of the Crown in right of the State of New South Wales acting through the **Department** by its authorised signatory but not so as to incur personal liability:

<p style="color: blue; font-family: cursive;">SCOTT HANSEW</p>	
<p>Name</p>	<p>Signature</p>
<p style="color: blue; font-family: cursive;">DIRECTOR GENERAL</p>	<p style="color: blue; font-family: cursive;">13/1/16</p>
<p>Title</p>	<p>Date</p>

RSPCA	
By entering into this Memorandum, the signatory warrants that the signatory is duly authorised to execute this Memorandum on behalf of RSPCA	
Signed for and on behalf of RSPCA by its Director:	
Signature of Director 	
Name of Director PAUL O'DONNELL	
Date 25/11/15	
Signed for and on behalf of RSPCA by its Secretary:	
Signature of Secretary 	
Name of Secretary STEVEN COLEMAN	
Date 21-11-15	



'because every animal is special'

INW15/62685

Thursday, 16 December, 2015

Suz Robinson
Department of Primary Industries
PO Box 21
Orange NSW 2800

Received in
Animal Welfare
on 21/DEC/2015

Dear Suz

Re: MOU between DPI and Animal Welfare League NSW ("AWL")

Further to my email dated 16 December 2015, please find attached two signed original copies of the final version of the MOU between the DPI and AWL.

Would you kindly arrange to have both copies countersigned, and return one original copy for our records.

If you have any queries, please do not hesitate to contact me on 0438 227 072.

Yours sincerely

Andrew Mason
Chief Executive Officer
Animal Welfare League NSW

See BN15 A275

Memorandum of Understanding
Enforcement of the *Prevention of Cruelty to Animals Act 1979*

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and

The Chief Executive Officer of the Animal Welfare League NSW (**AWL**)

2. DEFINITIONS

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Director General means the Director General of the Department or any equivalent role.

Minister means the Minister administering POCTA.

Parties means AWL and the Department.

POCTA means the *Prevention of Cruelty to Animals Act 1979*.

Regulation means the *Prevention of Cruelty to Animals Regulation 2012*.

Senior Staff means Chief Executive and others to be defined during consultation.

3. PURPOSE OF THIS MOU

- 3.1. The purpose of this MOU is to provide for a joint understanding between the Department and AWL in relation to AWL's governance arrangements and its exercise of compliance and enforcement powers, as they relate to the exercise of functions under POCTA.

4. BACKGROUND

- 4.1. AWL is an 'approved charitable organisation' under POCTA.
- 4.2. AWL's inspectors have various enforcement and compliance powers under POCTA, and authority to institute proceedings for offences under POCTA and its regulations.
- 4.3. AWL has authority to institute proceedings for offences in its own right.

5. COMMENCEMENT OF THIS MOU

5.1. This MOU will commence on the date the last party signs the MOU.

6. NATURE OF THIS MOU

6.1. The parties intend that this MOU is a non-binding arrangement.

6.2. This MOU does not give rise to any legal or contractual relationship between the parties, nor create any legal obligations on either party.

6.3. This MOU does not seek to constrain any Party's legislative function or authority, or other legal obligation.

7. THE DEPARTMENT'S ROLE AND RESPONSIBILITIES

7.1. Without excluding any other role or responsibility under any law or convention, the Parties agree that the Department, in relation to POCTA, has a role and associated responsibilities in:

- a. supporting the objects of POCTA, being the prevention of cruelty to animals and the promotion of the welfare of animals;
- b. contributing to State and National policy development in relation to animal welfare issues and recommending legislative amendments to the Minister; and
- c. providing support and advice to the Director General and the Minister in relation to the functions and powers under POCTA and the administration of POCTA in general.

8. AWL'S ROLE AND RESPONSIBILITIES

8.1. Without excluding any other role or responsibility under any law, the Parties agree that AWL, as an approved charitable organisation under POCTA, will:

- a. exercise its powers, and facilitate the exercise of its inspectors' and officers' powers, to achieve the objects of POCTA, being the prevention of cruelty to animals and the promotion of the welfare of animals;
- b. report to the Minister as required under POCTA or the Regulations;
- c. act in the public interest, in a reasonable manner and consistently with its appointment as an approved charitable organisation.

9. GOVERNANCE

9.1. AWL and the Department agree that:

- a. people and organisations with enforcement roles under legislation should act in the public interest and in accordance with the objectives of legislation;
- b. systems of organisational governance need to promote transparency, honesty, fairness, accountability and impartiality in order to encourage public trust in the system.

- 9.2. To assist in achieving this, AWL will draft a framework of governance (**Governance Framework**), relating to its exercise of its functions under POCTA, which is consistent with the objectives, values and principles of the NSW Government's Ethical Framework for the NSW government sector and the Behaving Ethically Guide.
- 9.3. Without limiting the contents of the Governance Framework, the Governance Framework is to include the following:
- a. a statement of the functions and purposes of AWL under POCTA;
 - b. a statement of expected behaviour and methods of AWL and its employees when carrying out functions under POCTA;
 - c. robust risk management strategies and internal audit systems;
 - d. a records management procedure;
 - e. a Code of Ethics and Conduct which accords with the core values of Part 2 of the *Government Sector Employment Act 2013*, the 'Ethical Framework for the government sector', and document *Behaving Ethically: a guide for NSW government sector employees* (or any updated versions of these documents);
 - f. policies and procedures, as set out in clause 10 below.
- 9.4. AWL will submit a draft Governance Framework to the Director General by the earlier of 12 months from execution of the MOU or AWL's Annual General Meeting in the second half of Calendar Year 2016, and will cooperate with the Director General in good faith to finalise the documents to the Director General's satisfaction.
- 9.5. Once finalised, AWL will comply with the Governance Framework and review the Governance Framework every three years, submitting the reviewed Governance Framework to the Director General and cooperating with the Director General in good faith to finalise the reviewed documents to the Director General's satisfaction.

10. POLICIES AND PROCEDURE

- 10.1. As part of its Governance Framework AWL will review any existing policies and procedures and will draft, for the Director General's approval, any additional appropriate policies and procedures relating to its exercise of its functions under POCTA, for the Director General's approval, which are to include the following policies at a minimum:
- a. Inspectorate Policy, which will:
 - i. outline how AWL will provide its inspectorate with complaint information in a timely manner; and
 - ii. define how AWL will maintain appropriate separation of its general advocacy functions, and its enforcement functions under POCTA.
 - b. Compliance and Enforcement Policy, which will:

- i. be consistent with the Department of Premier and Cabinet's *Guidance for regulators to implement outcomes and risk-based regulation* (July 2014) (or any updated version of this document);
 - i. set out roles and responsibilities for AWL and its inspectorate in relation to investigatory activities under POCTA;
 - ii. articulate an enforcement and compliance hierarchy / framework which AWL and its inspectorate will apply in exercising its discretion to exercise various compliance and enforcement powers;
 - c. Prosecution Policy, which will:
 - ii. be consistent with *The Prosecution Guidelines of the Office of the Director of Public Prosecutions for NSW* (or any updated version of this document);
 - iii. set out a clear framework guiding the commencement of prosecutions by AWL or its inspectorate.
 - d. Complaints Management Policy
 - e. Biosecurity Considerations Policy
- (collectively, the **Policies**).

10.2. AWL will submit a copy of the Inspectorate Policy, the Compliance and Enforcement Policy, and the Prosecution Policy to the Director General within 6 months of the commencement of this MOU. AWL will submit a copy of the Complaint Management Policy and the Biosecurity Considerations Policy by the earlier of 12 months from execution of the MOU or AWL's Annual General Meeting in the second half of Calendar Year 2016. AWL will cooperate with the Director General in good faith to finalise the Policies to the Director General's satisfaction.

10.3. Once finalised, AWL will comply with the Policies.

10.4. AWL will review the Policies every three years, and will cooperate with the Director General in good faith to finalise any amendments or updates to the Policies to the Director General's satisfaction.

10.5. At any time, AWL may draft any additional policy which it considers will support the exercise of its functions under POCTA. If AWL drafts an additional policy, the draft will be submitted to the Director General and the AWL will cooperate with the Director General in good faith to finalise the policy. Clauses 10.3 to 10.4 apply to any additional policy.

11. COMMUNICATION

11.1. AWL will promptly inform the Department's Animal Welfare Unit of any investigations and proposed compliance and enforcement action which may be of a contentious or controversial nature, and commits to discussing any issues which arise with the Department.

11.2. AWL and the Department will comply with obligations under section 8(4) and Part 2B of POCTA and any policies jointly developed and adopted by AWL and the Department in relation to the management of stock animal welfare cases.

11.3. AWL and the Department commit to effective communication, and to this end:

- a. AWL and the Department agree to communicate to each other any media releases of mutual and significant interest relating to AWL's inspectorate powers under POCTA;
- b. AWL agrees to respond promptly and professionally to the Minister and Department's requests for advice or information; and
- c. AWL and the Department will agree to meet as required.

12. LEGISLATION AND POLICY CHANGE

12.1. The Department will consult with AWL on any proposed legislative and policy changes relating to POCTA that may impact on them before seeking Ministerial approval for the proposed changes.

13. REPORTING

13.1. AWL recognises and agrees to comply with its statutory reporting requirements under POCTA.

14. TRAINING AND PROFESSIONAL DEVELOPMENT

Inspectors

- 14.1. AWL is responsible for ensuring their inspectors have the required skills and equipment to carry out enforcement and compliance functions under POCTA.
- 14.2. The Department will provide input into the training requirements of AWL inspectors.

AWL Board members and senior staff

- 14.3. AWL Board members and senior staff are encouraged to complete the Australian Institute of Company Directors Company Directors Course or an equivalent course from a reputable organisation within 12 months of being appointed to the AWL Board or the senior position. AWL Board members and senior staff will provide the Department with evidence of successful completion of the course assessment.
- 14.4. Senior staff are to be appropriately trained to undertake their tasks. AWL NSW is to provide the Department with a list of training undertaken by senior staff and will discuss its training needs with the Department as required.

15. DISPUTE RESOLUTION

- 15.1. Where any dispute arises under this MOU, the Parties will take all necessary steps to resolve the dispute expeditiously by mutual agreement, using the following procedures:
 - a. initial discussions between relevant officials within AWL and the Department;
 - b. if not resolved, then through discussions between the Chief Executive and the Director General.

16. TERM & REVIEW

- 16.1. This MOU will remain in place as long as AWL continues to be an approved charitable organisation under POCTA.
- 16.2. The Parties will review this MOU within 3 years of the date of execution.
- 16.3. This MOU may be amended at any time by agreement in writing of the Parties.

17. KEY CONTACTS

17.1. Minister's Office – Policy Advisor (Animal Welfare)

17.2. Department:

- a. ~~Senior Manager~~ Animal Welfare
Director
- b. ~~Group~~ Director Animal Biosecurity & Welfare
- c. Deputy Director General Biosecurity and Food Safety

*New structure titles.
22.12.15*

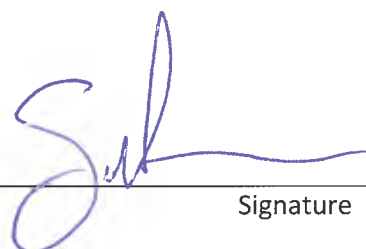
17.3. AWL NSW – Chief Executive Officer and Chief Inspector

Signed as a non-binding memorandum.

Department

Signed for and on behalf of the Crown in right of the State of New South Wales acting through the **Department** by its authorised signatory but not so as to incur personal liability:

SCOTT HANSEN




Name

Signature

DIRECTOR GENERAL

13/1/16
Date

Title

AWL	
By entering into this Memorandum, the signatory warrants that the signatory is duly authorised to execute this Memorandum on behalf of AWL	
Signed for and on behalf of AWL by its authorised signatory:	
Signature of authorised signatory	
Name of authorised signatory	<i>ANDREW MASON</i>
Date	<i>16/12/15</i>