



# **COMMITTEE ADMINISTRATIVE GUIDELINES**

**November 2021**

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## 1. Introduction

These guidelines have been developed to support the operating arrangements of the Department of Agriculture, Fisheries and Forestry's Cargo Consultative Committee (DCCC). They are to be read in conjunction with the Terms of Reference for the DCCC. The DCCC Terms of Reference provide detail on its aim and membership.

## 2. Definitions

In these guidelines, the following definitions apply:

- '*Chair*' means the person appointed by the department to chair DCCC meetings
- '*Declaration of Interest*' means an interest of a member that may affect his or her ability to act in the best interest of the DCCC
- '*Department*' means the Department of Agriculture, Fisheries and Forestry
- '*Member*' means a person appointed to the DCCC. Note, Department of Agriculture, Fisheries and Forestry representatives hold positions on the DCCC by virtue of their position in the department
- '*Observer*' means a person nominated by a member to attend a DCCC meeting in an advisory or observer capacity
- '*Program*' means the area within Biosecurity Operations Division which provides support for the operation of the DCCC.

## 3. Membership

The Chair may request relevant industry member associations and activity groups to provide nominations for membership to the DCCC.

Members may also nominate another industry association.

Nominations will be reviewed by the Chair within 30 days and appointments to the DCCC confirmed in writing by the Chair. The incoming member will need to sign and return the DCCC Confidentiality Agreement before attending a meeting as a member (section 5).

Appointment periods for industry members are identified in the DCCC Terms of Reference.

Members may resign at any time by giving the Chair written notice of their resignation.

The Chair may terminate a member's appointment if the member:

- becomes bankrupt
- subject to a majority of DCCC members agreeing, the member fails to fulfil his or her obligations as a member of the DCCC
- fails to comply with confidentiality requirements or who has an undeclared conflict of interest (refer to section 6), or
- fails to attend for three (3) consecutive attendance days of the DCCC, except with leave of absence agreed to by the Chair.

The member whose appointment has been terminated may submit a request for review to the Deputy Secretary, Biosecurity and Compliance Group within 30 days of the Chair's decision to terminate her or his appointment. The request must be made in writing and identify the grounds on which the member believes the decision should be reviewed.

The Deputy Secretary will conduct a review of the decision within 30 days of receipt of the request to review the decision. The Deputy Secretary will advise the affected member in writing of the results of the review and any decisions resulting from the review.

A member may nominate a proxy if he or she is unable to attend a meeting, with prior express permission of the Chair.

Observers will be allowed to attend DCCC meetings at the discretion of the Chair.

## **4. Operation of the DCCC**

Meetings will generally be held face to face. However, they may be held via telephone or video conference where face to face meetings are not practical.

### ***a) Meeting support***

A draft agenda will be developed prior to each meeting by the Secretariat, in consultation with the Chair. The agenda should have clear objectives that will advance and enhance the DCCC's work program.

Agenda items and papers for each meeting will be called for one month prior to each meeting and circulated with the draft agenda. Industry members will be invited to contribute agenda items and papers ahead of each meeting.

Final papers will be circulated to members five (5) working days prior to each meeting and will identify whether these are for official use only or can be shared with member industry cohorts.

General information usually provided to the DCCC will be made available on the department's website where possible or provided as information papers at each meeting.

Draft communiques providing a high-level summary of meeting discussions and agreed outcomes will be circulated to members for comment as soon as possible after each meeting, together with the action items. The final communique will be published on the department's website on clearance by the Chair.

Minutes and action items will be circulated to members as draft within four (4) weeks following the meeting after they have been cleared by the Chair. Comments can be taken up to two (2) weeks after this and final minutes will then be recirculated to members.

Final minutes will be published on the department's website. Any information that is in confidence will be removed prior to publishing on the website. The department will keep accurate records of all DCCC business to ensure an easily accessible audit trail of key events, discussions, agreed DCCC positions and the basis for these.

A forward workplan will be maintained by the Secretariat in consultation with the Chair.

### ***b) Business between meetings***

At times, members may be asked to consider issues of particular importance or with time constraints out-of-session.

Members are expected to advise the Secretariat when they have completed agreed actions arising from previous meetings.

## 5. Confidentiality

During the committee's deliberations, members, as well as appointed proxies and observers, may be provided with material of a confidential or sensitive nature. Members must treat this material with the utmost care and discretion, and not disclose this information to anyone outside the DCCC without the Chair's express permission.

All non-government **members** must sign the DCCC Confidentiality Agreement (Appendix A) on appointment as a member.

All non-government **observers** and **proxies** must sign the Confidentiality, Privacy and Conflict of Interest Deed (Appendix B) prior to attending a meeting as an observer or proxy.

## 6. Declaration of interests

On being nominated for membership. Parties must declare any interest, business or otherwise that may be perceived as affecting their ability to act in the best interest of the DCCC.

Examples of actual or perceived conflicts of interest include, but are not limited to:

- Financial interests – for example, company directorships or partnerships, shareholdings, trusts or other significant sources of income.
- Personal interests – this includes situations where the advice given by a member could actually, or perceived to be, influenced by the member's personal involvement.

Members must disclose to the Chair any situation that may give rise to needing to declare an interest as soon as possible after that situation arises.

Members, observers and proxies will also be asked to declare any financial or other conflict of interests at the commencement of each DCCC meeting.

Declarations of interests will be recorded in the minutes of each meeting and the Chair may request members to remove themselves from the deliberations of the DCCC about the matter.

Australian Government representatives are subject to confidentiality and conflict of interest obligations via the APS Code of Conduct. Any breach will generally be dealt with by the Commonwealth as an employment matter.

## 7. Payments/Finance

No sitting fees or travel expenses are payable to members or observers.

The DCCC is not a management or regulatory decision-making body and is not authorised to spend or commit funds. Members may be co-opted with their agreement to assist with specific projects or issues.

## **Appendix A – DCCC Member Confidentiality Agreement**

<p style="text-align: center;"><b>DEPARTMENT OF AGRICULTURE, FISHERIES AND FORESTRY CARGO CONSULTATIVE COMMITTEE CONFIDENTIALITY UNDERTAKING</b></p>
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### **DATE:**

This UNDERTAKING is given on.....(date)

**To the Commonwealth of Australia** acting through the Department of Agriculture, Fisheries and Forestry (**Commonwealth**)

\_\_\_\_\_ [insert name] as a member of the Department of Agriculture, Fisheries and Forestry Cargo Consultative Committee (DCCC) acknowledge that I may receive Confidential Information in connection with the DCCC (**member**).

I acknowledge that, if I use or disclose the Confidential Information in breach of this Undertaking, the Commonwealth or third parties may suffer loss for which damages may not be an adequate remedy.

### **AGREED TERMS**

#### **DEFINITIONS**

1. In this Undertaking:

**Confidential Information** means all information, documents and data stored by any means and made available to me by the Commonwealth and that

- (a) is, by its nature, confidential;
- (b) is marked or treated by the Commonwealth or a third party as confidential; or
- (c) I know or ought reasonably to know is confidential.

**Purpose** means participating in and carrying out the functions as a member of the DCCC.

#### **UNDERTAKING**

2. The member agrees and undertakes:

- (a) to keep the Confidential Information confidential;
- (b) use it only for the purpose;
- (c) ensure there is no unauthorised copying, use or disclosure of the Confidential Information (whether that disclosure is oral, in writing or in any other form);
- (d) to notify the Commonwealth immediately if the member becomes aware that any of the Confidential Information:
  - (i) has been used, copied or disclosed in breach of this Undertaking; or
  - (ii) is required to be disclosed by law.

## **EXCEPTIONS**

3. The obligations of confidentiality set out in clause 2 do not apply to Confidential Information that is:
  - (a) in the public domain or known by the member before receiving it from the Commonwealth or a third party in connection with the activities of the DCCC (unless it is in the public domain or known by me as a result of a breach of confidence); or
  - (b) required to be disclosed by law.
4. The Commonwealth may provide prior written consent for a member to disclose Confidential Information and may impose reasonable conditions when providing consent.
5. If the member is provided consent by the Commonwealth as outlined in clause 4, the member must
  - (a) notify the receiving person that the information is Confidential Information;
  - (b) not provide the information unless the receiving person agrees to keep the information in-confidence; and
  - (c) comply with any conditions on disclosure imposed by the Commonwealth.

## **RETURN OR DESCTRUTION OF CONFIDENTIAL INFORMATION**

6. The member must, if asked by the Commonwealth or there is a breach of this Undertaking:
  - (a) stop using, copying or disclosing the Confidential Information; and
  - (b) comply with the Commonwealth's request to return or destroy any or all copies of the Confidential Information.

## **PRIVACY**

7. The member agrees, in fulfilling their obligations under this Undertaking, to
  - (a) not to do any act of engage in any practice which, if done or engage in by the Commonwealth, would be a breach of an Australian Privacy Principle;
  - (b) comply with any directions, guidelines, determinations or recommendations referred to or given by the Commonwealth, to the extent that they are consistent with the Australian Privacy Principles; and
  - (c) notify the Commonwealth immediately if the member becomes aware of a breach or possible breach of any obligations under this clause.

In this clause, 'Australian Privacy Principle' has the same meaning as it has in the *Privacy Act 1988* (Cth).

## **INDEMNITY**

8. The member agrees to indemnify the Commonwealth against all liability, loss and damage the Commonwealth may sustain or incur, directly or indirectly, as a result of any breach by of this Undertaking or any related obligation of confidentiality.

## **PERIOD OF CONFIDENTIALITY**

9. The member acknowledges that the obligations under this Undertaking continue for the term of their membership of the DCCC and survive for a further 24 months following the termination or expiry of the membership.

## **GENERAL**

10. The member agrees that the Commonwealth does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy by the Commonwealth does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy by the Commonwealth must be in writing and signed by the Commonwealth
11. This Agreement is governed by the laws of the Australian Capital Territory, Australia. All courts of the Australian Capital Territory have non-exclusive jurisdiction in relation to this Undertaking and any matter arising under or in relation to it.

SIGNED by

in the presence of

.....  
Signature of authorised person

.....  
Signature of witness

.....  
Name and title of authorised person  
(print)

.....  
Witness name and title (print)



## Appendix B – DCCC Proxy and Observer Confidentiality Deed

### CONFIDENTIALITY, PRIVACY AND CONFLICT OF INTEREST DEED

in relation to Confidential Information in connection with the Department of Agriculture, Fisheries and Forestry Cargo Consultative Committee (DCCC).

## Proxy / Observer [delete whichever is not relevant]

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[Insert name of Proxy/Observer (and ABN, if applicable)] of [insert address] (the [Proxy/Observer], I, me and my).

### RECITALS

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- A. The Commonwealth of Australia represented by the Department of Agriculture, Fisheries and Forestry ABN 34 190 894 983 (**Department**) requires the provision of the DCCC
- B. The [**Proxy/Observer**] provides the undertakings set out below in respect of work to be performed, and information to be acquired, directly or indirectly in connection with the DCCC on behalf of the appointed DCCC member that they represent.

### AGREED TERMS

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#### 1. DEFINITIONS

<b>Confidential Information</b>	means information that is by its nature confidential; and (a) is identified as part of the DCCC as confidential; or (b) a party knows or ought to know is confidential; but does not include: (c) information that is or becomes public knowledge other than by breach of this deed or any other confidentiality obligation.
<b>Conflict of Interest</b>	any circumstance in which the [proxy/observer] has an interest (whether financial or non-financial) or an affiliation that is affecting, will affect, or could be perceived to affect, the [proxy/observer] ability to perform the services or work associated with the DCCC fairly and independently.
<b>Personal Information</b>	has the meaning it has in section 6 of the <i>Privacy Act 1988</i> (Cth).
<b>Proxy</b>	means a non-government person nominated by an industry member of the DCCC to attend and contribute to DCCC meetings on their behalf
<b>Observer</b>	means a non-government person nominated by the DCCC to attend a DCCC meeting

#### 2. ACCESS

I understand that I may receive Personal Information and Confidential Information in connection with the DCCC.

### 3. NON-DISCLOSURE

- a) I will treat as secret and confidential all Personal Information and Confidential Information to which I have access or which is disclosed to me.
- b) If the Department grants its consent for me to disclose Personal Information or Confidential Information, it may impose conditions on that consent. In particular, the Department may require that I obtain the execution of a deed in these terms by the person to whom I propose to disclose the Personal Information or Confidential Information.
- c) My obligations under this deed will not be taken to have been breached where I am legally required to disclose the Personal Information or Confidential Information.

### 4. RESTRICTION ON USE

- a) I will use the Personal Information or Confidential Information only for the purpose:
  - i. ensure there is no unauthorised copying, use or disclosure of the Personal Information or Confidential Information (whether that disclosure is oral, in writing or in any other form);
  - ii. to notify the Commonwealth immediately if the member becomes aware that any of the Personal Information or Confidential Information:
    - has been used, copied or disclosed in breach of this Undertaking; or
    - is required to be disclosed by law.

### 5. POWERS OF THE DEPARTMENT

- a) Immediately on request by the Department, I agree to deliver to the Department all documents in my possession or control containing Personal Information or Confidential Information (including any copies of such documents).
- b) If at the time of a request under clause a) I am aware that documents containing Personal Information or Confidential Information are beyond my possession or control, then I agree to provide full details to the Department of where the documents containing the Personal Information or Confidential Information are, and the identity of the person who has control of them.

### 6. PRIVACY ACT OBLIGATIONS

I agree to abide by the provisions of the *Privacy Act 1988* (Cth), including the Australian Privacy Principles set out in that Act, in respect of both Personal Information and Confidential Information, whether or not I am legally bound to comply with that Act and as if the definition of Personal Information in that Act includes Confidential Information.

### 7. CONFLICTS OF INTEREST

- a) I warrant, to the best of my knowledge, that as at the date of this deed, no Conflict of Interest exists or is likely to arise in my performance of the work in connection with the DCCC except in relation to the following:

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*Insert details of any Conflict of Interest or otherwise insert 'Not applicable'. Attach additional pages if needed.*

- b) If a Conflict of Interest arises during the course of my work associated with the DCCC, or appears likely to arise, I agree to:
- i. immediately notify the Department in writing of the Conflict of Interest making a full disclosure of all relevant information relating to the Conflict of Interest and setting out the steps I propose to take to resolve or otherwise deal with the Conflict of Interest; and
  - ii. take such steps as the Department may reasonably require to resolve or otherwise deal with that Conflict of Interest.
- c) I acknowledge that if a Conflict of Interest cannot be resolved or otherwise dealt with, my role in connection with the DCCC may be limited or I may be excluded from attending DCCC meetings (at the discretion of the Department).

## 8. PERIOD OF CONFIDENTIALITY

[Delete whichever is not relevant]

The **proxy** acknowledges that the obligations under this Deed will continue for the term of the DCCC member for which they represent and survive for a further 24 months following the termination or expiry of the membership.

The **observer** acknowledges that the obligations under this Deed will continue for 24 months from the date this Deed is signed.

## 9. APPLICABLE LAW

This deed will be governed by, and construed in all respects in accordance with, the law of the Australian Capital Territory and I agree to submit to the applicable jurisdiction of the Courts of that Territory in respect of all matters arising under, or in relation to, this deed.

## Execution

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### EXECUTED by deed poll

**SIGNED** by

in the presence of

\_\_\_\_\_  
Name of [Proxy/Observer] (print)

\_\_\_\_\_  
Name of witness (print)

\_\_\_\_\_  
Signature of [Proxy/Observer]

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **Appendix C – Key Contacts**

### **Department of Agriculture, Fisheries and Forestry:**

**Chair:** Tina Hutchison

**Office Address:** 68 Northbourne Avenue  
Canberra City ACT 2600

**Postal Address:** GPO Box 858  
Canberra ACT 2600

**Telephone:** (02) 6272 3437

**Website:** [www.aff.gov.au](http://www.aff.gov.au)

**Email:** [Tina.Hutchison@aff.gov.au](mailto:Tina.Hutchison@aff.gov.au)

**Secretariat:** Angela Cressy

**Office Address:** 68 Northbourne Avenue,  
Canberra ACT 2600 Australia

**Postal Address:** GPO Box 858  
Canberra ACT 2601

**Telephone:** (02) 6272 5096

**Email:** [dccsecretariat@agriculture.gov.au](mailto:dccsecretariat@agriculture.gov.au)

## **Appendix D – Department of Agriculture, Fisheries and Forestry Cargo Consultative Committee members**

### **Industry representatives**

<b>Melwyn Noronha</b> Chief Executive Officer	<b>Shipping Australia Limited</b> Suite 606, 80 William St Woolloomooloo NSW 2011	P: 02 9167 5832 M: 0414 842 415	<a href="mailto:mnoronha@shippingaustralia.com.au">mnoronha@shippingaustralia.com.au</a>
<b>Carolyn Macgill</b> Executive Officer	<b>Food &amp; Beverage Importers Association (FBIA)</b> PO Box 7622 Melbourne VIC 3004	M: 0401 963 013	<a href="mailto:carolyn.macgill@aigroup.com.au">carolyn.macgill@aigroup.com.au</a>
<b>Craig Birchall</b> Customs Manager for Qantas Airways Ltd	<b>Board of Airline Representatives Australia (BARA)</b> C/- QANTAS Airways Locked Bag B767 Mascot NSW 2020	P: 02 9691 0349	<a href="mailto:cbirchall@qantas.com.au">cbirchall@qantas.com.au</a>
<b>Dianne Tipping</b> Chair	<b>Export Council of Australia</b> Level 2, 22 Pitt Street Sydney NSW 2001	P: 02 8243 7400 M: 0418 444 319	<a href="mailto:dianne@excon.com.au">dianne@excon.com.au</a>
<b>Paul Bagnall</b> Manager - Border Clearance	<b>Conference of Asia Pacific Express Carriers (CAPEC)</b> 185 Hastings Road Terrigal NSW 2260	P: 02 9582 7246 M: 0408 254 990	<a href="mailto:pbagnall@ups.com">pbagnall@ups.com</a>
<b>Peter Van Duyn</b> Company Secretary	<b>International Cargo Handling Coordination Association (ICHCA)</b> 492 George Street Fitzroy VIC 3065	M: 0419 370 332	<a href="mailto:peter.van-duyn@ichca.com">peter.van-duyn@ichca.com</a>
<b>Bradley Leonard</b> Head of Border and Biosecurity	<b>International Forwarders and Customs Brokers Association of Australia (IFCBAA)</b> PO Box 3525 Ramsgate NSW 2217	P: 03 8390 6993	<a href="mailto:bleonard@ifcbaa.com">bleonard@ifcbaa.com</a>

<b>Sal Milici</b> Head of Border and Biosecurity	<b>Freight and Trade Alliance (FTA)</b> 68 Brooker Avenue Beacon Hill NSW 2100	M: 0426 057 373	<a href="mailto:smilici@ftalliance.com.au">smilici@ftalliance.com.au</a>
<b>Tony McDonald</b> Director Industry Operations	<b>Federal Chamber of Automotive Industries</b> Level 1, 59 Wentworth Ave Kingston ACT 2604	P: 02 6229 8217 M: 0410 451 342	<a href="mailto:tonymcdonald@fcai.com.au">tonymcdonald@fcai.com.au</a>
<b>Greg Carroll</b> Head of Commercial Solutions International Solutions	<b>Australia Post</b> 219-242 Cleveland St Redfern NSW 2604	M: 0437 720 582	<a href="mailto:Greg.Carroll@auspost.com.au">Greg.Carroll@auspost.com.au</a>
<b>Michael Gallacher</b> Chief Executive Office	<b>Ports Australia</b> Level 2, 1 York St Sydney NSW 2000	M: 0450 243 310 P: 02 9247 7581	<a href="mailto:mgallacher@portsaustralia.com.au">mgallacher@portsaustralia.com.au</a>

### Australian Government Representatives

<b>Department of Agriculture, Fisheries and Forestry</b>		
<b>Tina Hutchison</b> First Assistant Secretary Biosecurity Operations Division	P: 02 6272 3501	<a href="mailto:Tina.Hutchison@aff.gov.au">Tina.Hutchison@aff.gov.au</a>
<b>Lee Cale PSM</b> Assistant Secretary Pathway Operations - Cargo (VIC, SA, WA TAS) Biosecurity Operations Division	P: 03 8308 5096	<a href="mailto:lee.cale@aff.gov.au">lee.cale@aff.gov.au</a>
<b>Andrew Patterson</b> Assistant Secretary Cargo Operations (NSW, QLD, NT, ACT) and Regulatory Assurance Biosecurity Operations Division	P: 02 8334 7456	<a href="mailto:andrew.patterson@aff.gov.au">andrew.patterson@aff.gov.au</a>

<b>Rose Cracknell</b> Acting, Assistant Secretary Pathway Policy Cargo and Conveyances Biosecurity Operations Division	P: 02 6272 5589	<a href="mailto:rose.cracknell@aff.gov.au">rose.cracknell@aff.gov.au</a>
<b>Leanne Herrick</b> Principal Director Industry Partnership and Engagement Biosecurity Operations Division	P: 02 6272 3850	<a href="mailto:leanne.herrick@aff.gov.au">leanne.herrick@aff.gov.au</a>
<b>Peta Lane</b> First Assistant Secretary Biosecurity Strategy and Reform Division	P: 02 6272 3792	<a href="mailto:peta.lane@aff.gov.au">peta.lane@aff.gov.au</a>
<b>Peter Timson</b> First Assistant Secretary Compliance and Enforcement Division	P: 02 5156 5838	<a href="mailto:peter.timson@aff.gov.au">peter.timson@aff.gov.au</a>
<b>Brett Liebich</b> Assistant Secretary Operational Intelligence and Coordination Compliance and Enforcement Division	P: 02 6271 6001	<a href="mailto:Brett.liebich@aff.gov.au">Brett.liebich@aff.gov.au</a>
<b>Anna Brezzo</b> Assistant Secretary Enforcement Compliance and Enforcement Division	P: 03 8708 0417	<a href="mailto:anna.brezzo@aff.gov.au">anna.brezzo@aff.gov.au</a>
<b>Rachel Short</b> Assistant Secretary Funding and Revenue Finance and Investment Division	P: 02 6272 4598	<a href="mailto:rachel.short@aff.gov.au">rachel.short@aff.gov.au</a>
<b>Australian Border Force (observer)</b>		
<b>Ashley Bell</b> Assistant Secretary Customs and Border Modernisation Branch Customs Group	P: 02 5217 9195	<a href="mailto:ashley.bell@awe.gov.au">ashley.bell@awe.gov.au</a>

