



Department of Agriculture, Fisheries and Forestry

Cargo Consultative Committee (DCCC)

Administrative Guidelines

March 2026



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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:

Term	Definition
Chair	The person appointed by the department to chair DCCC meetings.
Declaration of Interest	An interest of a member that may affect his or her ability to act in the best interest of the DCCC.
Department	The Department of Agriculture, Fisheries and Forestry.
Member	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	A person nominated by a member to attend a DCCC meeting in an advisory or observer capacity.
Program	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 6).

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 their 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 they are 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 with an option to dial into a 'video conference' should a member be unable to travel. However, meetings 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 may 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 upon clearance by the Chair.

Minutes and action items will be circulated to members as draft within four (4) weeks following the meeting once cleared by the Chair. Comments can be provided by members within a two-week window period following initial circulation. Amended minutes will be subsequently re-circulated 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. Working Groups

For effective and focused attention on specific issues, including those which emerge, or unforeseen, time-limited working groups may be established.

Working groups will be formed with clear DCCC tasking across scope and timing and will prepare dedicated advice or specific information to be provided to DCCC members for consideration.

Working groups are intended to support the effective operation of the DCCC by ensuring its overall strategic focus is maintained.

6. 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.

7. 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.

8. 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. With their agreement, members may be invited to assist with specific projects or issues



Appendix A – DCCC Member Confidentiality Agreement

**DEPARTMENT OF AGRICULTURE, FISHERIES AND FORESTRY
CARGO CONSULTATIVE COMMITTEE

CONFIDENTIALITY UNDERTAKING**

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 the Confidential Information only for the purpose and for no other 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:
 - c) notify the receiving person that the information is Confidential Information;
 - d) not provide the information unless the receiving person agrees to keep the information in-confidence; and
 - e) comply with any conditions on disclosure imposed by the Commonwealth.



RETURN OR DESTRUCTION 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 or 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 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

DEPARTMENT OF AGRICULTURE, FISHERIES AND FORESTRY
CARGO CONSULTATIVE COMMITTEE
CONFIDENTIALITY, PRIVACY AND CONFLICT OF INTEREST DEED

Proxy / Observer [circle whichever is relevant]

[Insert name of Proxy/Observer (ABN, if applicable)]

of [insert address]

(the [Proxy/Observer], I, me and my).

RECITALS

- 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

1. DEFINITIONS

Term	Definition
Confidential Information	Information that is inherently confidential; is designated as confidential within the DCCC; or is known, or ought to be known, as confidential by a party. This does not include information that becomes publicly available other than through a breach of this deed or another confidentiality obligation.
Conflict of Interest	Any situation where the proxy/observer has an interest (financial or otherwise) or an affiliation that affects, is likely to affect, or could reasonably be seen to affect, their capacity to carry out DCCC-related duties impartially and fairly.
Personal Information	As defined in section 6 of the Privacy Act 1988 (Cth).
Proxy	A non-government individual nominated by an industry member of the DCCC to attend and participate in DCCC meetings on their behalf.
Observer	A non-government individual 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:

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

[Strike through whichever acknowledgement 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

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 Departmental Contacts

**DEPARTMENT OF AGRICULTURE, FISHERIES AND FORESTRY
CARGO CONSULTATIVE COMMITTEE**

KEY DEPARTMENTAL CONTACTS

Committee Chair

Monica Collins,

First Assistant Secretary

Monica.Collins@aff.gov.au

(02) 6272 4582

DCCC Secretariat

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