



Australian Government
Department of Agriculture
and Water Resources



Australian Government
Department of Health

Head Memorandum of Understanding for the collaborative
working relationship between

Department of Agriculture and Water Resources (**Agriculture**)
(ABN 2411 308 5695)

and

Department of Health (**Health**)
(ABN 83 605 426 759)

MOU Information

Parties

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

Name	The Commonwealth of Australia as represented by the Department of Health and/or its portfolio agencies.
Short form name	Health

Overview

As a principles-based document, the Memorandum sets out the overall framework within which the Parties work together to provide a high level of collaboration, support and service to each other and the Australian Government.

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Terms

Part 1 – General

1. Glossary and interpretation

1.1 Glossary

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

Activity	the activity or activities described in Schedule(s).
Agriculture	the Department of Agriculture and Water Resources.
Biosecurity Act	the <i>Biosecurity Act 2015</i> as amended from time to time.
Commencement Date	the date on which this MOU commences, as specified in clause 1.4.
Health	the Department of Health and includes any department, agency or authority within that portfolio.
Imported Food Control Act	the <i>Imported Food Control Act 1992</i> as amended from time to time.
MOU	this Memorandum of Understanding between Agriculture and Health, as amended from time to time, and includes its schedules and any attachments.
National Health Security Act	the <i>National Health Security Act 2007</i> as amended from time to time.
Notice	a notice, demand, consent, approval or communication issued under this MOU.
Privacy Act	the <i>Privacy Act 1988</i> as amended from time to time.
Schedule	any schedule made under this MOU which details an Activity.
Term	the period of time between the Commencement Date as identified at clause 1.4 and any such time that this agreement is terminated under clause 5.1.

1.2 Purpose

- (a) The Parties have agreed to work together to provide a high level of collaboration, support and service to each other and to the Australian Government.
- (b) The Parties recognise that they are instruments of the Australian Government and as such strive to achieve the Australian Government's objectives efficiently and effectively. The cooperative intent outlined in this MOU reflects the desire to achieve a joint approach between the Parties for areas of cross-portfolio interest, including border operations, food standards, and antimicrobial resistance.
- (c) The purpose of this MOU is to document the understanding between the Parties for delivery of the Activity and includes:

- (i) the roles of the Parties; and
- (ii) the consultation and management responsibilities.

1.3 Scope of MOU

This MOU:

- (a) Identifies the Parties key roles;
- (b) establishes arrangements for the delivery of the Activity in a Schedule; and
- (c) establishes a flexible approach to variations to this MOU.

1.4 Commencement Date

- (a) the date on which both Parties sign this MOU; or
- (b) if the Parties do not sign this MOU on the same day, the date the last Party to sign this MOU.

1.5 Relationship between the Parties

- (a) The Parties will work closely together to facilitate the successful delivery of the Activity under this MOU.
- (b) Each Party will:
 - (i) act in the spirit of cooperation and good faith in the performance of this MOU;
 - (ii) liaise with the other Party as necessary;
 - (iii) provide all information as specified under the MOU and in a timely manner; and
 - (iv) immediately or as soon as practicable notify each other Party of any matter which will impact the other, relating directly or indirectly to this MOU or anything which this MOU may contemplate;

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

1.6 Roles of the Parties

- (a) Subject to the requirements of the relevant legislation, the role of Agriculture is as follows:
 - (i) the performance of functions and the exercise of powers in relation to plants and animals in relation to the management of biosecurity risk under the Biosecurity Act;
 - (ii) delivery of human biosecurity services at the border in accordance with the Biosecurity Act;
 - (iii) delivery of human biosecurity emergency response services at the border as needed in accordance with the Biosecurity Act;
 - (iv) undertake activities, including through appropriate steering/working groups to jointly implement the national strategy to respond to antimicrobial resistance;
 - (v) national support for the animal health aspects of emerging and zoonotic disease management, and involvement as required;
 - (vi) management of imported food under the Imported Food Control Act;

- (vii) risk assessments of goods (including Biosecurity Import Risk Analyses), and the granting of import permits for goods to be brought or imported into Australian territory (including biological products); and
 - (viii) regulation of imports of genetically modified organisms under the Biosecurity Act.
- (b) Subject to the requirements of the relevant legislation, the role of Health is as follows:
- (i) the performance of functions and the exercise of powers in relation to human health under the Biosecurity Act;
 - (ii) development of biosecurity policy in relation to human health in accordance with the Biosecurity Act;
 - (iii) support delivery of human biosecurity emergency response services at the border as needed in accordance with the Biosecurity Act;
 - (iv) regulation of food and development of food standards in accordance with the *Food Standards Australia New Zealand Act 1991*;
 - (v) undertake activities, including through appropriate steering/working groups to jointly implement the national strategy to respond to antimicrobial resistance;
 - (vi) national support for the human health aspects of emerging and zoonotic disease management, and involvement as required;
 - (vii) regulation of Security Sensitive Biological agents under the *National Health Security Act 2007*;
 - (viii) regulatory and biosecurity risk assessment advice in relation to management of human health risks associated with goods brought or imported into Australian territory, including biological products;
 - (ix) national coordination of surveillance for and response to outbreaks of communicable diseases in humans, including food borne diseases and food contamination issues;
 - (x) regulation of dealings with genetically modified organisms, including import, in relation to risks to human health and safety and the environment under the *Gene Technology Act 2000*.

1.7 Schedules

- (a) The Parties may develop Schedules to support this MOU.
- (b) Each Schedule will:
 - (i) relate to a mutually agreed issue; and
 - (ii) set out an approach for the most effective working relationship required to manage each issue.
- (c) In accordance with this MOU, a Schedule:
 - (i) is made under this MOU if it is signed by the Parties; and
 - (ii) commences, unless otherwise specified, on:
 - i. the date it is signed by both Parties; or
 - ii. the date the last Party signs, where the Parties do not sign the Schedule on the same day.

- (d) Once a Schedule has been made, it may be varied or terminated by a written agreement signed by the Parties. Unless otherwise specified, a variation or termination:
 - (i) takes effect from the date the last Party signs the variation or termination; and
 - (ii) has no effect unless endorsed in accordance with this MOU.

Part 2 – Administration

2. Representatives

2.1 Party's representatives

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

- (a) Agriculture's representative

First Assistant Secretary

Compliance Division

Department of Agriculture and Water Resources

arrivals@agriculture.gov.au

- (b) Health's representative

First Assistant Secretary

Office of Health Protection

Department of Health

humanbiosecurity@health.gov.au

2.2 Representative authority

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

3. Dispute Resolution

3.1 Cooperation

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

3.2 Dispute resolution process

- (a) If a dispute arises under this MOU, the Parties will deal with the dispute as follows:
 - (i) the Party claiming that there is a dispute will give the other Party reasonable notice setting out the nature of the dispute;
 - (ii) the Parties will use their best endeavours to resolve the dispute at an operational level through direct negotiations between the representatives in clause 2.1

- (b) Failing settlement within a reasonable period, having regard to the circumstances, the Parties will continue to escalate the dispute to more senior employees of each of the Parties until a resolution can be reached.
- (c) Despite the existence of a dispute the Parties agree to perform their roles and responsibilities under this MOU unless requested in writing not to do so by the other Party.

4. Variation

- (a) Changes may be made to this MOU by written agreement of both Parties at any time.
- (b) Where the Parties mutually determine to vary this MOU, any variation will:
 - (i) be made jointly by the Party's representatives mentioned in Part 2.1 or their delegates;
 - (ii) be made in writing, in the form of either an exchange of letters or electronic communication confirmed between the Parties; and
 - (iii) will commence on the date it is signed by both Parties or the date the last Party signs, where the Parties do not sign on the same day.

5. Termination

5.1 Termination and reduction in scope

- (a) Either Party may terminate this MOU or reduce the scope by providing three months written notice.
- (b) Upon a Notice of termination or reduction of scope being given, each Party will:
 - (i) comply with the terms of the Notice;
 - (ii) do everything it reasonably can to minimise any loss it suffers (or may suffer) as a consequence; and
 - (iii) continue to perform their respective roles and responsibilities under this MOU, if any, that remain after it complies with the Notice.
- (c) Neither Party is liable for any costs incurred by the other Party, including by way of staff or contractual arrangements through the termination of this MOU in accordance with this clause 5.1.

6. Notices

Any notification or other communication under or in connection with this MOU will be deemed to be given or made to the representative in clause 2:

- (a) in the case of email, when the sender receives a delivery confirmation receipt email;
- (b) in the case of facsimile, on receipt of a transmission report confirming successful transmission; and
- (c) in the case of delivery by hand, on delivery.

7. Not Legally Binding

This MOU does not create any legally binding obligations on either Party, confer any rights or supersede any laws.

8. Intellectual Property

- (a) Nothing in the MOU is intended to change or affect the ownership of intellectual property of either of the Parties; and
- (b) If at any time, either of the Parties seeks to enter into a contractual or other agreement with a third party which could affect the intellectual property rights of either or both Parties, the Party seeking to enter into the arrangement will consult the other Party before doing so.

9. Disclosure of information

- (a) The Parties agree to:
 - (i) share any relevant information in areas of mutual interest; and
 - (ii) consider any requests for relevant information and consult the other Party where necessary.
- (b) The Parties agree that any information shared under this MOU will be used, disclosed and stored in accordance with the Biosecurity Act, the Privacy Act, any other statutory requirements and any other policy requirements of each Party.

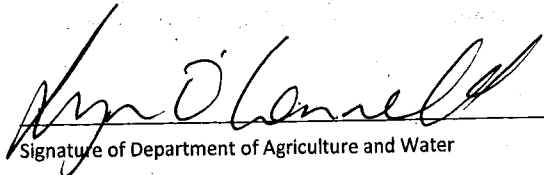
10. Review

- (a) The Parties will consider the need to review this MOU every three years from the date of commencement or as otherwise necessary.

11. Inconsistency

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

Signing page



Signature of Department of Agriculture and Water
Resources delegate

LYNN O'CONNELL

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

DEPUTY SECRETARY

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

Date Signed 19/10/17


Signature of Department of Health delegate

BRENDAN MURPHY

Name of Department of Health delegate (print)

CHIEF MEDICAL OFFICER

Position of Department of Health delegate (print)

Date Signed 19/10/2017