

ANNEX

INTERNATIONAL MAIL

An Annex to the Memorandum of Understanding on the collaborative working relationships between
the **Australian Customs and Border Protection Service**
and
the **Department of Agriculture, Fisheries and Forestry**

TABLE OF CONTENTS

page

1	STATUS	1
2	OBJECTIVES.....	1
3	KEY PRINCIPLES	2
4	OPERATING GUIDELINES	2
5	ACCESS TO DOCUMENTS AND INFORMATION.....	3
6	GOVERNANCE AND REPORTING.....	3
7	COSTS	4
8	PROCEDURAL MATERIAL	4
9	NOMINATED CONTACTS.....	4
10	REVIEW OF ANNEX	4
11	COMMENCEMENT.....	5
12	DEFINITIONS	5
13	MODIFICATION AND TERMINATION	5
14	SIGNATURE	6

1 STATUS

- 1.1 This Annex is made in accordance with clause 10 of the Memorandum of Understanding (**Memorandum**) between the Australian Customs and Border Protection Service (**Customs and Border Protection**) and the Department of Agriculture, Fisheries and Forestry (**DAFF**)
- 1.2 The Parties view this Annex as:
- (a) not intending to create any legally binding obligations; and
 - (b) an opportunity to ensure that there is a nationally consistent approach to their working relationship on specific matters outlined in this Annex.

2 OBJECTIVES

- 2.1 Customs and Border Protection and DAFF will jointly work together with the following objectives:
- (a) creating efficient border services in the international mail environment that are streamlined from the customer's perspective and aim to minimise intervention for compliant items;
 - (b) provision of complementary operations that eliminate duplication and provide value for money to the Commonwealth;
 - (c) sharing processes, capabilities, information and intelligence, including access to shared systems, data and resources to identify and respond to mail related border risks and to improve third party compliance; and
 - (d) developing and continuing effective working relationships in the international mail environment.

3 KEY PRINCIPLES

- 3.1 This Annex provides the basis for the collaborative working relationship between the Parties in relation to border operations at international mail facilities.
- 3.2 Customs and Border Protection and DAFF will further strengthen the collaborative efforts already in place in the international mail environment by:
- (a) achieving effective border management focusing on minimal disruption to legitimate trade, preventing the movement of prohibited goods across the border, and ensuring that border integrity is not compromised;
 - (b) maximising opportunities for efficiency and cost-effectiveness by investigating the possibility of joint procurements and/or usage of resources;
 - (c) implementing a single agency approach to primary inspection and screening of mail items at all mail gateway facilities as identified by the Parties where possible and as appropriate;
 - (d) developing and implementing strategies for both internal and external communications relating to the international mail operating environment;
 - (e) seeking opportunities for collaboration in the international mail environment to achieve joint business outcomes and efficiencies;
 - (f) recognising the obligations of each Party in administering their respective legislation and risks;
 - (g) the shared use of resources such as information, technology, skills, training, facilities and infrastructure; and
 - (h) acting cooperatively and collaboratively to enhance the effectiveness of each other's activities and the reputation of the Commonwealth in protecting Australia's borders.

4 OPERATING GUIDELINES

- 4.1 This Annex is supported in the international mail environment by existing operational arrangements as agreed by both agencies.
- 4.2 Existing arrangements that are in place detail how the Parties will seek to maintain appropriate compliance with legislative and international treaty obligations. This includes the Memorandum of Understanding between Customs and Border Protection and Australian Quarantine and Inspection Service and Australia Post dated August 2009 ("Tripartite MOU") and the Facility Level agreements made under the Tripartite MOU which remain unaffected by this Annex.

5 ACCESS TO DOCUMENTS AND INFORMATION

- 5.1 The Parties are committed to continuing collaboration in the use of their respective Information and Communications Technology systems.
- 5.2 Each Party will make available to the other Party documentation and information held by it that is essential for the proper management of the border security and biosecurity functions. This includes material which may indicate possible breaches of relevant legislation. All information exchanged between the Parties will be in accordance with Commonwealth legislation and requirements including the *Privacy Act 1988* and Section 16 of the *Customs Administration Act 1985* and will only be used for the purpose it was given or a related purpose.
- 5.3 The Parties understand that they are not to disclose to any other party confidential information provided by a Party in conjunction with this Annex, except where this is required by law or authorised by law or is required as part of the parliamentary process. Where possible the disclosing Party will notify the other Party before doing so.
- 5.4 The Parties will ensure that their officers hold the required level of security clearance appropriate to access the other Party's information or receive information from the other Party. The Parties will consult with each other and agree on the level of security clearance required for accessing or receiving information as well as for officers to attend briefings, operations planning, gain access to facilities, including IT systems and information, and conduct required border and biosecurity activities.

6 GOVERNANCE AND REPORTING

- 6.1 Customs and DAFF international mail officials will meet regularly to discuss, develop and evaluate opportunities for collaboration.
- 6.2 The Customs— DAFF Strategic Working Group (SWG) will oversight the implementation of the responsibilities under this Annex and all joint international mail arrangements.
- 6.3 Proposals for joint international mail arrangements that have policy or operational implications for the Parties will be submitted to the SWG for endorsement.
- 6.4 For the purposes of ensuring that each Party can effectively carry out its respective role, senior officials of Customs and Border Protection and DAFF who are responsible for oversight of the international mail environments will engage in regular and high level meetings. These meetings will set and monitor the strategic direction and priorities for inter-agency activity.
- 6.5 Reports of meetings between the above stated senior officials will be provided quarterly to the SWG. This will include progress reports, proposals for change and outcomes of changes to joint arrangements in relation to the international mail environment.

7 COSTS

- 7.1 In accordance with clause 9 of the Memorandum the Parties agree that each will bear their own costs in fulfilling their commitments under this Annex except where a prior written agreement has been reached by both Parties as to their sharing or apportionment.
- 7.2 The division of costs for shared resources relating to international mail operations will be determined on a case-by-case basis, as will the division of roles and responsibilities relating to training, OH&S, regulatory requirements etc. Such sharing arrangements will be developed with regard to arrangements which will jointly advance the objectives of the Parties.

8 PROCEDURAL MATERIAL

- 8.1 The Parties may develop Procedural Material consistent with this Annex.
- 8.2 All joint procedural material must be consistent with the principles outlined in this Annex and the Memorandum.
- 8.3 Where the creation or modification of any Procedural Material by one Party may affect the other, Customs and Border Protection and DAFF will consult with each other and discuss any concerns to allow for the efficient operation of both Parties.

9 NOMINATED CONTACTS

- 9.1 Each Party may raise matters relevant to the international mail environment with the following nominated contacts:
- (a) Customs and Border Protection –
National Manager, Sea Cargo and International Mail Branch, 03 9244 8654
 - (b) DAFF
Assistant Secretary, Passengers and Mail Branch, 02 6272 5499
DAFF Switchboard Ph: +61 2 6272 3933

10 REVIEW OF ANNEX

- 10.1 The Parties will review the operation of this Annex three (3) years after commencement or at such other time as mutually determined by the Parties to assess the suitability of arrangements under this Annex.

11 COMMENCEMENT

- 11.1 This Annex commences, unless otherwise specified, on:
- (a) the date it is signed by both agencies; or
 - (b) the date the last agency signs, where the agencies do not sign the Annex on the same day.

12 DEFINITIONS

- 12.1 Unless the contrary intention appears, a term used in this Annex has the meaning shown in the table below:

Annex	means this Annex made in accordance with the Memorandum;
Commonwealth	means the Commonwealth of Australia;
Information and Communications Technology systems	means any equipment, technology or interconnected system or subsystems of equipment or technology that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception, of data or information by a Commonwealth agency, or under a contract with a Commonwealth agency;
Memorandum	means the Memorandum of Understanding on the collaborative working relationship between the Australian Customs and Border Protection Service and the Department of Agriculture, Fisheries and Forestry signed on 21 July 2011; and
Procedural Material	includes Standard Operating Procedures, Instructions and Guidelines or Business Practice Statements or any procedural material made in accordance with the Memorandum.

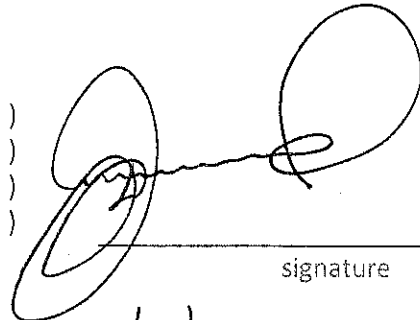
13 MODIFICATION AND TERMINATION

- 13.1 This Annex can be modified or terminated by a written agreement signed by the Chief Executive Officer of Customs and Border Protection and the Secretary of DAFF or their delegates.
- 13.2 Unless otherwise specified, a modification or termination:
- (a) takes effect from the date the last Party signs the modification or termination; and
 - (b) has no effect unless endorsed in accordance with this clause.

14 SIGNATURE

SIGNED at Canberra
for and on behalf of the
Australian Customs and Border
Protection Service by

David Leonard
National Director, Cargo Division
on


)
)
)
)


signature
2/2/12

date

SIGNED at Canberra
for and on behalf of the
Department of Agriculture,
Fisheries and Forestry by

Tim Chapman
First Assistant Secretary
Quarantine Operations Division, on

)
)
)
)


signature
2/2/12

date

VERSION CONTROL

Version:	Date:	Author:	Comments:	Cleared by:	Date:	Comments:
0.1	06 Sep 2011	DAFF				
0.2						

NOTE:

- A new version of the document must be created each time any major changes are made.
- Versions "0" are draft versions.
- Versions "1" are versions forwarded to the CEO for approval.
- Versions "2" are versions for publishing.

Corporate Colours (in RGB and HEX colour schemes):

Colour Scheme: RGB	Red	Green	Blue	HEX colour scheme
RED	158	27	50	002B46
BLUE	0	43	70	9E1B32
GREY	153	139	125	99887D