

INTERGOVERNMENTAL AGREEMENT

FOR A NATIONAL EXCHANGE OF CRIMINAL HISTORY INFORMATION

FOR PEOPLE WORKING WITH CHILDREN

Parties: The Commonwealth of Australia (“Commonwealth”)
The State of New South Wales (“NSW”)
The State of Victoria (“Victoria”)
The State of Queensland (“Queensland”)
The State of Western Australia (“Western Australia”)
The State of South Australia (“South Australia”)
The State of Tasmania (“Tasmania”)
The Australian Capital Territory (“ACT”)
The Northern Territory of Australia (“Northern Territory”)

Recitals:

- A. Safeguarding children from sexual, physical and other harm is a key social responsibility and priority of Australian governments. Assessing the criminal history of people working with children or seeking to work with children is an important component of the overall strategy for protecting the safety and wellbeing of children.
- B. On 29 November 2008, the Council of Australian Governments (“COAG”) agreed to establish an interjurisdictional exchange of criminal history information for people working with children, commencing with a 12 month trial. This followed COAG’s agreement in principle on 13 April 2007 to a framework for such an exchange.
- C. On 26 November 2009, the States, Territories and the Commonwealth signed a Memorandum of Understanding establishing arrangements for the trial (“MOU”), which commenced on 30 November 2009. An independent evaluation of the trial, completed in March 2011, recommended the permanent continuation of the Exchange of Criminal History Information for People Working with Children (“**the Exchange**”). This agreement supersedes and replaces the MOU, and reflects the commitment of the parties to the ongoing optimisation of the Exchange.

- D. The parties have removed legislative and administrative restrictions to the routine supply of the following information interjurisdictionally:
- a) criminal history information which includes:
 - (i) spent convictions;
 - (ii) pending charges; and
 - (iii) except for Victoria, non-conviction charges, including acquittals and withdrawn charges; and
 - b) further information held by a police service to clarify the circumstances of the offence or alleged offence, such as whether the offence involved a child, if requested by an interjurisdictional employment screening unit.
- E. Prior to the commencement of the Exchange under the MOU, the criminal history information considered by Australian child-related employment screening units was typically extensive when sourced intrajurisdictionally, but was limited primarily to unspent convictions when sourced from other jurisdictions. Given the population's increasing mobility across state and territory borders, this inconsistency had the potential to compromise the integrity of child-related employment screening.
- F. Child-related employment screening units benefit from interjurisdictional provision of criminal history information and follow-up circumstances information because it better informs decisions about the risk of harm to children.
- G. COAG acknowledges the sensitive nature of criminal history information and the potential that its provision has to adversely affect individuals' rights to rehabilitation, privacy, paid employment and the freedom to participate in their community as volunteers. Those potential implications are particularly acute when the criminal history information is an acquittal, or untested information, such as pending or withdrawn charges, or relates to offences allegedly committed by the person when they were a juvenile.
- H. Accordingly, in order to participate in the Exchange, child-related employment screening units must conform to strict conditions on the receipt and use of the expanded range of criminal history shared information. These participation requirements are set out in Schedule 1 and referred to in clause 4.10.
- I. Parties that have participating screenings units have made the legislative and administrative changes necessary to ensure compliance with the participation requirements set out in Schedule 1. Participating screening units included in Schedule 2 at the commencement of this agreement have documented their compliance with the participation requirements.
- J. The Exchange does not require uniformity in jurisdictions' approaches to criminal history screening for child-related employment.
- K. The Exchange is not intended to displace the existing arrangements that apply to police services' provision of criminal history information for employment screening, conducted through the National Police Checking Service.

Operative provisions:

The Parties agree as follows:

1. Objective

- 1.1. This agreement sets out permanent arrangements for the national exchange of criminal history information for people working with children, to better protect children from harm.

2. Definitions

- 2.1. In this agreement, unless a contrary intention appears:

“Child” means a person less than 18 years of age.

“Child-related employment screening” means using information about a person who works, or seeks to work, with children in a way that is authorised or required under a law of a jurisdiction for the purpose of assessing the risk to the safety of children posed by that person working with children.

“Circumstances information” has the meaning given to that term in clause 4.4.

“COAG Senior Officials” means the Heads of State and Territory First Ministers Departments or their delegates.

“Conviction” means any recorded or un-recorded conviction or finding of guilt for a criminal offence or acceptance of a plea of guilty by a court (whether the person was dealt with as an adult or a child). A conviction includes a conviction for which a pardon has been granted. Depending on context, conviction can also include an outcome of a mental health proceeding in relation to a criminal offence.

“Criminal offence” means an offence punishable by law as defined in each jurisdiction.

“CrimTrac” means the CrimTrac Agency, an Executive Agency established under section 65 of the *Public Service Act 1999* (Cth) (ABN 171 93 904 699).

“Dual function participating screening units” has the meaning given to that term in clause 5.3.

“Expanded criminal history information” has the meaning given to that term in clause 4.3.

“First Minister” means:

- (a) in respect of the Commonwealth, the Prime Minister;
- (b) in respect of a State, the Premier of that State; and

(c) in respect of a Territory, the Chief Minister of that Territory.

“Held” refers to criminal history information held by jurisdictions’ police services including information held by CrimTrac on behalf of jurisdictions’ police services.

“Interjurisdictional expanded criminal history information” has the meaning given to that term in clause 4.17.

“Non-conviction charge” means, whether a person was charged as an adult or a child, a charge: that has been withdrawn; that has been the subject of a nolle prosequi, a no true bill or a submission of no evidence to offer; that led to a conviction that was quashed on appeal; or upon which a person was acquitted or disposed of by a court otherwise than by way of conviction.

“Participation requirements” has the meaning given to that term in clause 4.10. Participation requirements are listed in Schedule 1.

“Participating screening units” has the meaning given to that term in clause 4.11. Participating screening units are listed in Schedule 2.

“Pending charge” means a current charge for a criminal offence that has not yet been finalised (whether the person is being dealt with as an adult or a child).

“Police service” of a jurisdiction includes the Australian Federal Police for the Australian Capital Territory.

“Spent conviction” means a conviction which statute deems no longer part of the person’s criminal history and which the person need not disclose.

“Steering Committee” means the group consisting of representatives of State, Territory, and Commonwealth police services, and/or child-related employment screening units nominated under this agreement, and/or CrimTrac, and/or First Minister’s Departments, and/or Departments that administer legislation relevant to this agreement.

“Supply” means, in respect of criminal history information or circumstances information (to a participating interjurisdictional screening unit), using best endeavours to locate, retrieve and provide the information; and includes the supply of the criminal history information to a participating interjurisdictional screening unit via CrimTrac or the police service of that unit’s jurisdiction.

“Third party government entity” means a government department, agency or statutory body that is permitted or required to screen the criminal history of a person that has been the subject of criminal history screening by a participating screening unit previously.

“Working with children” or **“child-related employment”** is defined by relevant legislation in each jurisdiction that is a party to this agreement. Working with children may include paid roles, unpaid roles, and self-employed roles.

Other terms are defined in the body of the agreement.

3. Interpretation

- 3.1. This agreement:
 - 3.1.1. is not legally binding; and
 - 3.1.2. records the intentions of the parties, and their police services and participating screening units, and CrimTrac, to abide by the arrangements set out in the agreement.
- 3.2. This agreement does not require or permit something that is not lawfully permitted.
- 3.3. Use, or non-use, of any particular information received under this exchange is at the discretion of the recipient, in line with applicable legislation and policies.
- 3.4. Unless a contrary intention appears, the parties do not intend this agreement to displace existing arrangements relating to the National Police Checking Service referred to in clauses 4.13-4.16.

Victoria and non-conviction charges

- 3.5. The parties acknowledge that Victoria will not exchange non-conviction charges or information relating to Victorian non-conviction charges under the Exchange. Accordingly:
 - 3.5.1. Victoria, need not remove any barriers to its police service supplying non-conviction charges under the Exchange;
 - 3.5.2. Victoria's police service need not supply Victorian non-conviction charges or information relating to Victorian non-conviction charges interjurisdictionally under the Exchange; and
 - 3.5.3. other police services need not, but may, supply non-conviction charges to Victoria. (Victoria advises its police service will vet interjurisdictional criminal history information to remove interjurisdictional non-conviction charges before the information is forwarded to Victoria's participating screening units).

4. The Exchange

- 4.1. The parties agree to a national exchange of criminal history information for people working with children as provided for in this agreement.

The information to be exchanged

- 4.2. The parties agree that they will continue to exchange convictions held by jurisdictions' police services.
- 4.3. The parties agree that they will also exchange the following criminal history information held by jurisdictions' police services (**"the expanded criminal history information"**):

- 4.3.1. spent convictions;
 - 4.3.2. pending charges; and
 - 4.3.3. except for Victoria (see clause 3.5), non-conviction charges.
- 4.4. The parties agree that they will exchange, if available, further information (“**circumstances information**”) held by jurisdictions’ police services— typically in prosecution briefs or statements of material facts— about the circumstances of an offence or alleged offence that might not be clear from the bare record of the offence or alleged offence, such as:
- 4.4.1. when the offence was committed or was alleged to have been committed;
 - 4.4.2. the age of the offender or alleged offender;
 - 4.4.3. the age of the victim of the offence or alleged offence;
 - 4.4.4. whether the offence or alleged offence involved, might have involved or was intended to involve a child or children;
 - 4.4.5. the relationship, if any, between the offender or alleged offender and any child involved in the offence or alleged offence;
 - 4.4.6. the circumstances and nature of the behaviours constituting or involved with the offence or alleged offence; and
 - 4.4.7. other factors relevant to a decision about whether a person poses a risk of harm to children.
- 4.5. This agreement does not:
- 4.5.1. displace existing processes for obtaining information for child-related employment screening; or
 - 4.5.2. subject existing processes for obtaining information for child-related employment screening to new fees.

The expanded criminal history information and relevant databases

- 4.6. The parties note that not all police services upload all categories of the expanded criminal history information to relevant databases.
- 4.7. The parties:
- 4.7.1. note that it is desirable to the integrity of child-related employment screening undertaken pursuant to the Exchange that all police services upload all categories of the expanded criminal history information; and
 - 4.7.2. encourage police services, except the Victorian police service in relation to non-conviction charges, to use their best endeavours, to upload all categories of the expanded criminal history information in a timely manner.

Governance arrangements

- 4.8. The Steering Committee is responsible for:
- 4.8.1. facilitating the operation of the Exchange;
 - 4.8.2. promoting the continuous improvement of the Exchange including scope, efficacy and cost;
 - 4.8.3. considering nominations for new child-related employment screening units to become participating screening units, and providing such nominations to COAG Senior Officials for their approval;
 - 4.8.4. resolving operational concerns and disputes which arise under the Exchange;
 - 4.8.5. where a satisfactory resolution is not reached, referring the issue to COAG Senior Officials for consideration and resolution in accordance with clauses 8.7-8.10 of this agreement;
 - 4.8.6. collecting data if the Steering Committee considers that is appropriate or necessary pursuant to its responsibilities under this agreement; and
 - 4.8.7. any other work agreed to by the Steering Committee
- 4.9. The Steering Committee will meet once a year or as necessary by mutual agreement.

Participating screening units

- 4.10. Given the sensitivity of the expanded criminal history information, parties:
- 4.10.1. agree that, to participate in the Exchange, child-related employment screening units should meet the conditions on the receipt, use, storage and destruction of the expanded criminal history information contained in Schedule 1 to the agreement (the “**participation requirements**”); and
 - 4.10.2. affirm that each child-related employment screening unit they have nominated for inclusion in Schedule 2 meets the participation requirements or will meet the participation requirements before the unit makes its first request for criminal history information under the Exchange.
- 4.11. The child-related employment screening units listed in Schedule 2 to the agreement and, provided they have advised CrimTrac and interjurisdictional police services in writing that they have complied with all requirements under this agreement, the child-related employment screening units added to Schedule 2 in the future pursuant to Part 7, (the “**participating screening units**”):
- 4.11.1. are authorised by the parties to participate in the Exchange;
 - 4.11.2. may request and receive the expanded criminal history information and circumstances information under the Exchange; and

- 4.11.3. will continue to comply with the participation requirements unless the participating screening unit notifies CrimTrac and police services of any decision under clauses 8.3-8.6 to no longer participate in the Exchange.
- 4.12. The requirements in this agreement on a party to supply information apply regardless of whether the party has a child-related employment screening unit participating in the Exchange.

Process for exchanging information

- 4.13. Police services and CrimTrac provide a National Police Checking Service (“NPCS”) to a range of entities, including the participating screening units and police services acting on participating screening units’ behalf.
- 4.14. Entities, including participating screening units, have entered into contractual arrangements with CrimTrac to access NPCS or have entered into other arrangements with police services or CrimTrac to access NPCS.
- 4.15. The contractual or other arrangements with CrimTrac and police services, and participating screening units’ existing legislative and administrative arrangements, variously require or provide for participating screening units to do various things, such as ensuring the unit:
- i. has collected sufficient details to establish the identity of the applicant before the unit makes a request of CrimTrac or its police service, for a NPCS check;
 - ii. has obtained appropriate consent from the applicant to the NPCS check and to disclosure of criminal history information to the unit or other organisations as applicable;
 - iii. makes the request of CrimTrac or its police service, for a NPCS check, by specifying the purpose of the check;
 - iv. pays the applicable CrimTrac charge and any police service charge for a NPCS check;
 - v. complies with any relevant Commonwealth, State and Territory legislation, including privacy, freedom of information or human rights legislation;
 - vi. manages and protects the criminal history information and confidential information appropriately; and
 - vii. where applicable, complies with police service and CrimTrac monitoring and auditing arrangements and reports security breaches to the relevant police services and CrimTrac

- 4.16. Under the Exchange, when a participating screening unit makes a request of CrimTrac for a check, police services, including police services outside the unit's jurisdiction, will supply the expanded criminal history information to the unit in a timely manner. If a lengthy turnaround time is required because, for example, documents are required to be retrieved from remote locations, police services will notify the unit of the reason for this.
- 4.17. A participating screening unit will treat the expanded criminal history information received from police services outside the unit's jurisdiction ("**interjurisdictional expanded criminal history information**") in accordance with the participation requirements.
- 4.18. A participating screening unit that has received an interjurisdictional conviction or interjurisdictional expanded criminal history information may ask the police service of another jurisdiction for circumstances information relating to the conviction or to the expanded criminal history information.
- 4.19. A request made by a participating screening unit of an interjurisdictional police service for circumstances information will be in a form agreed to by the unit and the police service (including any form agreed nationally between police services and participating screening units) that indicates the purpose of the request and provides sufficient information identifying the person and their relevant charge or conviction;
- 4.20. A request made by a participating screening unit of an interjurisdictional police service for circumstances information will be the subject of fees and the billing guidelines in Schedule 4 of this agreement. Fees may be waived or reduced by police services at their discretion and billing arrangements may be altered by agreement with the requesting screening unit.
- 4.21. When a participating screening unit makes a request for circumstances information to an interjurisdictional police service, the police service will supply the circumstances information, if available, to the unit in a form agreed to by the unit and the police service, in a timely manner.
- 4.22. When circumstances information is not able to be provided in response to a request or if a lengthy turnaround time is required, the police service will inform the participating screening unit of the reason for this.

5. Avoiding duplication of criminal history screening within jurisdictions and within particular screening units

Avoiding duplication within jurisdictions

- 5.1. This Part is intended to avoid unnecessary duplication and cost in criminal history screening within screening units or across a jurisdiction's screening units (for example, by avoiding the making of requests for criminal history information that does not exist) arising because of the Exchange.
- 5.2. Nothing in this agreement, including the restrictions on the use and disclosure of

interjurisdictional expanded criminal history information contained in the participation requirements, prohibits a participating screening unit from:

- 5.2.1. indicating to a “**third party government entity**” whether criminal history information exists in relation to a person, provided:
 - (i) the participating screening unit does not disclose the person’s actual criminal history;
 - (ii) the participating screening unit advises the third party government entity that no adverse inference about the person’s criminal history or suitability for employment should be drawn from an indication that a person has or may have a criminal history; and
 - (iii) the person involved has given their consent; or
- 5.2.2. forwarding to a third party government entity a person’s criminal history information, provided:
 - (i) the participating screening unit has contractual arrangements with CrimTrac, or other arrangements with CrimTrac and police services, for forwarding the information to the third party government entity;
 - (ii) the criminal history that is forwarded does not include interjurisdictional expanded criminal history information; and
 - (iii) the person involved has given their consent.

Dual function participating screening units

- 5.3. The parties note that participation requirement (e) of Schedule 1 to this agreement prohibits participating screening units that undertake screening with a general employment suitability or probity screening element as well as a child safety screening element (such as the participating teacher registration and accreditation authorities; “**dual function participating screening units**”) from using or disclosing interjurisdictional expanded criminal history information for general employment suitability or probity screening.

Identifying expanded criminal history information

- 5.4. The parties acknowledge that a participating screening unit that has contractual arrangements with CrimTrac, or other arrangements with CrimTrac and police services, for forwarding criminal history information to a third party government entity (see clause 5.2.2) needs to be able to identify whether interjurisdictional criminal history information is interjurisdictional expanded criminal history information, to ensure the unit does not forward interjurisdictional expanded criminal history information.
- 5.5. The parties acknowledge that a dual function participating screening unit (see clause 5.3) also needs to be able to identify whether interjurisdictional criminal history information is interjurisdictional expanded criminal history information, to ensure the unit does not use interjurisdictional expanded criminal history information for general employment suitability or probity screening.

- 5.6. However, a participating screening unit will be unable to identify whether criminal history information supplied under the Exchange (in particular, an interjurisdictional conviction) is interjurisdictional expanded criminal history information (in particular, a spent conviction) unless the police service supplying the information provides it or marks it in a way that identifies to the screening unit that the information is expanded criminal history information.
- 5.7. Accordingly, the parties consider it desirable that police services provide, and CrimTrac facilitate the provision of, criminal history information to the participating screening units in a manner that identifies whether interjurisdictional criminal history information (in particular, convictions) is interjurisdictional expanded criminal history information (in particular, spent convictions).

6. Funding arrangements

- 6.1. Jurisdictions or their participating screening units will fund any costs arising from the participation of the screening units in the Exchange.
- 6.2. Jurisdictions or their police services will fund any costs arising from the provision by the police services of the expanded criminal history information under the Exchange.
- 6.3. Police services will supply circumstances information under the Exchange subject to a fee for service and the billing arrangements set out in Schedule 4 of this agreement.

7. Future participating screening units

- 7.1. A party may nominate a child-related employment screening unit within its jurisdiction to be a participating screening unit.
- 7.2. The party will do so by advising the Chair of the Steering Committee in writing of its nomination. This nomination is to be in the form of a letter from the Minister responsible for the relevant screening unit which demonstrates how, and affirms that, the unit meets, or will meet, the participation requirements.
- 7.3. The Chair of the Steering Committee must provide a copy of this nomination to the members of the Steering Committee, and the party responsible for the nomination must promptly answer any questions asked by any other party to the agreement, and respond to any requests for information, in relation to the nomination.
- 7.4. The Steering Committee will consider the nomination in a timely manner after any responses to questions or further information have been received.
- 7.5. If the Steering Committee agrees to the nomination, the Chair will present the nomination to COAG Senior Officials for approval. The Chair of the Steering Committee will amend Schedule 2 to this agreement accordingly and provide

each party with an updated version of Schedule 2. This clause has effect despite clause 8.2.

- 7.6. Once the unit has been added to Schedule 2, the nominating party will take whatever legislative and administrative action is necessary:
 - 7.6.1. to remove any barriers to the unit receiving the expanded criminal history information and circumstances information from interjurisdictional police services; and
 - 7.6.2. for the unit to comply with the participation requirements.
- 7.7. All other parties will take whatever legislative and administrative action is necessary to remove any barriers to their jurisdictions' police services supplying the expanded criminal history information and circumstances information to the newly scheduled unit.
- 7.8. When the steps required by clauses 7.6 and 7.7 have been completed, and the unit considers it is in a position to participate in the Exchange, the unit will advise CrimTrac and interjurisdictional police services in writing that it has complied with all requirements under this agreement and demonstrate how the requirements have been met.
- 7.9. Upon completion of the steps described in clauses 7.1 to 7.8 above, interjurisdictional police services shall supply the expanded criminal history information and circumstances information to the unit in accordance with this agreement.

8. General

Commencement

- 8.1. The agreement will commence once executed by all of the parties. Upon commencement, this agreement will supersede and replace the MOU.

Variation or amendment

- 8.2. The whole or any part of this agreement including Schedules 1 – 4 may be varied, amended or terminated with the written consent of all parties.

Withdrawal

- 8.3. A party may withdraw from this agreement, or withdraw a screening unit within its jurisdiction from this agreement, by giving at least two months' notice in writing to the other parties stating the date on which the withdrawal will be effective.
- 8.4. The relevant party will notify CrimTrac and police services in writing of the decision to withdraw.
- 8.5. Upon receipt of this notification, COAG Senior Officials will be advised by the Chair of the Steering Committee of the withdrawal. The Chair will amend

Schedule 2 to this agreement accordingly, and provide each party with an updated version of Schedule 2. This clause has effect despite clause 8.2.

- 8.6. If a party withdraws from this agreement, the agreement will continue in relation to the remaining parties.

Dispute resolution

- 8.7. The parties note that the National Police Checking Service Operational Advisory Committee (“NOAC”), consisting of the heads of police services’ criminal history information units, will monitor and coordinate the operation of the Exchange as it relates to police services.
- 8.8. Where an issue arises among or between participating screening units or police services or CrimTrac (together, “**agencies**” for this clause) in relation to any matter covered in this agreement, the agencies involved will discuss and attempt to resolve the issue.
- 8.9. Where the agencies are unable to resolve the issue, one of the agencies involved may refer the issue to the Steering Committee for resolution.
- 8.10. Where the Steering Committee is unable to resolve the issue, the Chair may refer the issue to COAG Senior Officials for consideration and resolution.

The participation requirements

The requirements with which participating screening units must comply to participate in the Exchange are as follows.

- (a.) The participating screening unit has a legislative basis for screening of persons working or seeking to work with children, which specifically enables consideration of information such as information that is available through the Exchange.
- (b.) The participating screening unit must use the expanded interjurisdictional criminal history information only for the purposes of child-related employment screening.
- (c.) The participating screening unit is prohibited from—and, where appropriate, subject to penalty for—disclosing the interjurisdictional expanded criminal history information beyond the screening unit or to persons not performing functions relevant to criminal record employment screening for child-related work other than as required by law. However, disclosure of the expanded criminal history information to tribunals, courts or authorities undertaking reviews of decisions of the participating screening unit for the purpose of facilitating a review is an acceptable disclosure.
- (d.) Notwithstanding participation requirements (b) and (c) above, it is acknowledged that, in exceptional circumstances, the participating screening unit may be under statutory obligations to use or disclose the interjurisdictional expanded criminal history information for the protection of a particular child or class of children, as part of a legislated child protection function. Such statutory obligations and disclosure pursuant to them are consistent with this agreement.
- (e.) If a participating screening unit undertakes screening with both (i) a child safety screening element and (ii) a general employment suitability or probity screening element (many teacher registration and accreditation authorities fit this category), there is appropriate legislation or business rules in place to ensure that the interjurisdictional expanded criminal history information is used only to screen risks to the safety of children, and not for general employment suitability or probity screening.
- (f.) The participating screening unit has a risk assessment and decision-making framework pertaining to child-related employment screening that is:
 - (i) evidence-based, to the extent possible in light of the requirements of the governing legislation; and
 - (ii) documented, and supported by business rules and tools.
- (g.) The participating screening unit has appropriately skilled staff to make assessments about risks to children's safety suggested by applicants' criminal

histories. "Appropriately skilled" includes having appropriate qualifications, experience or standing to make the assessment.

- (h.) The participating screening unit obtains the written consent of the individual which records that the individual understands that the employment screening will involve the provision of the expanded criminal history information, including information from other jurisdictions and information about the circumstances of the convictions or charges. For this purpose, parties have settled the model principles that participating screening units' consent forms will reflect. The model principles are contained in Schedule 3 to this agreement.
- (i.) The participating screening unit has a scheme that reflects the principles of natural justice. In particular, where there is an intention to make an adverse decision about an individual on the basis of criminal history information received through the Exchange, the screening unit, tribunal or authority is required by legislation or policy to:
- disclose the criminal history information to the individual;
 - allow the individual a reasonable opportunity to be heard; and
 - consider the individual's response before finalising the decision.

However, where a jurisdiction has determined that certain information will result in an individual's automatic exclusion from child-related employment, the right to be heard may be limited to a challenge to the accuracy of the records.

- (j.) The participating screening unit must comply with Commonwealth, State and Territory privacy and human rights legislation where relevant.
- (k.) The participating screening unit must comply with records management legislation within their jurisdictions that determines information management, storage, retention and destruction requirements.

Schedule 2

Participating screening units

The child-related employment screening units* that will participate in the Exchange are:

- (a) the Children's Guardian referred to in the *Child Protection (Working with Children) Act 2012 No 51* (NSW);
- (b) the Secretary to the Department of Justice referred to in the *Working with Children Act 2005* (Vic);
- (c) the chief executive officer referred to in the *Working with Children (Criminal Record Checking) Act 2004* (WA);
- (d) the Screening Authority established under the *Care and Protection of Children Act* (NT), section 196;
- (e) the chief executive referred to in the *Working with Children (Risk Management and Screening) Act 2000* (Qld);
- (f) the Queensland College of Teachers constituted by the *Education (Queensland College of Teachers) Act 2005* (Qld);
- (g) the Australian Capital Territory Office of Regulatory Services Background Screening Unit referred to in the *Working With Vulnerable People (Background Checking) Act 2011* (ACT);
- (h) the Department of Communities and Social Inclusion Screening Unit pursuant to the *Children's Protection Regulations 2010* (SA);
- (i) the Registrar appointed under the *Registration to Work With Vulnerable People Act 2013* (Tas); and
- (j) any child-related employment screening units that the parties, under Part 7 of this agreement, agree may participate in the Exchange in the future and that the parties add to this schedule.

* For the purposes of this agreement, a mere change in the name of a unit listed above does not affect the unit's continued participation in the exchange.

Model consent principles

The following model consent principles are agreed by parties as the model principles that participating screening units' consent forms will reflect. Participating screening units may tailor the wording as appropriate to their situation.

The following principles must be included in the consent model:

1. A declaration that the name provided is true and correct;
2. All names and aliases have been disclosed;
3. The applicant has read the contents of any instructions and/or guidelines associated with the application;
4. The applicant provides consent to the screening unit to obtain from the police, courts, prosecuting authority or other authorised agency and for the police, courts, prosecuting authority or other authorised agency to disclose to the screening units ANY information for the purposes of assessing the applicants' suitability to work with children; and
5. A description of the type of information which may be obtained.

The following model consent is provided as a guide to wording that suitably captures the above principles:

I..... (*Full Name of Applicant*)..... declare that:

- I am the applicant named in this form. All information and identification documents provided for this application are true and correct;
- I have not omitted any names or aliases that I use or have used in the past;
- I have read the contents of this form, and any application guidelines/instructions provided;
- I understand that providing false or misleading information may be an offence / or may result in a decision to reject my application;
- I consent to (*insert name of screening authority*) obtaining ANY information from any police, court, prosecuting authority or other authorised agency and for the police, courts, prosecuting authority or other authorised agency to disclose ANY information, for the purposes of assessing my suitability to work with children; and
- The information obtained includes but is not limited to details of convictions and pending or non-conviction charges or circumstances information relating to offences committed or allegedly committed by me, regardless of when and where the offence or alleged offence occurred.

The following is provided as a guide to the wording of additional clauses which are optional if relevant to the particular screening agency:

- I acknowledge that any information obtained as part of the check may be used by Australian police agencies for law enforcement purposes, including the

investigation of any outstanding criminal offences where the sharing of information is permissible within the laws of that State/Territory;

- In consideration of carrying out my request, I hereby release and agree to fully indemnify officers of the CrimTrac Agency, all Australian police agencies and the Commonwealth, States and Territories of Australia, its servants and agents against all actions, suits, proceedings, causes of actions, costs, claims and demands whatsoever which may be brought or made against it or them by me or by any body or person by reason of or arising out of the release of such Information;
- I hereby consent to ongoing checks of the records held by the police, courts, prosecuting authorities and other authorised agencies relative to me from time to time whilst my Working with Children Check remains in force. While I understand that I am at liberty to withdraw my consent for ongoing checking at any time I also understand that I will not be able to continue in my working with children role as a result of withdrawal of this consent.

Circumstances information - billing guidelines and principles for consideration

Billing guidelines for circumstances information

Unless the relevant participating screening unit and interjurisdictional police service agree to alternative arrangements, the following guidelines apply to police services billing participating screening units for the supply of circumstances information:

- A. The supplying police service will invoice the requesting interjurisdictional participating screening unit for circumstances information, if any, supplied during the previous calendar month.
- B. The fee will apply to circumstances information relating to each offence or alleged offence, unless the relevant police prosecution brief covers more than one offence or alleged offence for which circumstances information is sought, in which case one fee will apply.
- C. Disputes about charging or billing will be settled between the supplying police service and the requesting interjurisdictional participating screening unit.

Principles for consideration

It is desirable that parties agree to a standard fee to be charged for efficiency and ease of administration.

Fees or billing arrangements may be waived or reduced at the discretion of police services or altered by agreement with the requesting screening unit.

It is ultimately desirable that jurisdictions move away from reciprocal billing for this service where possible, particularly where the net cost of the supply of information between jurisdictions is negligible.

The following Parties have confirmed their commitment to this agreement:

*Signed for and on behalf of the
Commonwealth of Australia by*

The Hon Kevin Rudd MP

Prime Minister of the Commonwealth of Australia

Date:

*Signed for and on behalf of the
State of New South Wales by*

*Signed for and on behalf of the
State of Victoria by*

The Hon Barry O'Farrell MP

Premier of the State of New South Wales

Date:

The Hon Dr Denis Napthine MLA

Premier of the State of Victoria

Date:

*Signed for and on behalf of the
State of Queensland by*

*Signed for and on behalf of the
State of Western Australia by*

The Hon Campbell Newman

Premier of the State of Queensland

Date:

The Hon Colin Barnett MLA

Premier of the State of Western Australia

Date:

*Signed for and on behalf of the
State of South Australia by*

*Signed for and on behalf of the
State of Tasmania by*

The Hon Jay Weatherill MP

Premier of the State of South Australia

Date:

The Hon Lara Giddings MLA

Premier of the State of Tasmania

Date:

*Signed for and on behalf of the
Australian Capital Territory by*

*Signed for and on behalf of the
State of Northern Territory by*

Ms Katy Gallagher MLA

Chief Minister of the Australian Capital
Territory

Date:

The Hon Adam Giles MLA

Chief Minister of the Northern Territory

Date:

The following Parties have confirmed their commitment to this agreement:

*Signed for and on behalf of the
Commonwealth of Australia by*



The Hon Kevin Rudd MP
Prime Minister of the Commonwealth of Australia

Date: 05 AUG 2013

*Signed for and on behalf of the
State of New South Wales by*

The Hon Barry O'Farrell MP
Premier of the State of New South Wales
Date:

*Signed for and on behalf of the
State of Queensland by*

The Hon Campbell Newman
Premier of the State of Queensland
Date:

*Signed for and on behalf of the
State of South Australia by*

The Hon Jay Weatherill MP
Premier of the State of South Australia
Date:

*Signed for and on behalf of the
Australian Capital Territory by*

Ms Katy Gallagher MLA
Chief Minister of the Australian Capital
Territory
Date:

*Signed for and on behalf of the
State of Victoria by*

The Hon Dr Denis Napthine MLA
Premier of the State of Victoria
Date:

*Signed for and on behalf of the
State of Western Australia by*

The Hon Colin Barnett MLA
Premier of the State of Western Australia
Date:

*Signed for and on behalf of the
State of Tasmania by*

The Hon Lara Giddings MLA
Premier of the State of Tasmania
Date:

*Signed for and on behalf of the
State of Northern Territory by*

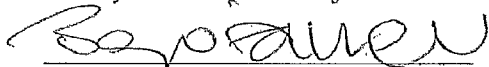
The Hon Adam Giles MLA
Chief Minister of the Northern Territory
Date:

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Commonwealth of Australia by*

The Hon Kevin Rudd MP
Prime Minister of the Commonwealth of Australia
Date:

*Signed for and on behalf of the
State of New South Wales by*



The Hon Barry O'Farrell MP
Premier of the State of New South Wales
Date: 30 JUL 2013

*Signed for and on behalf of the
State of Victoria by*

The Hon Dr Denis Napthine MLA
Premier of the State of Victoria
Date:

*Signed for and on behalf of the
State of Queensland by*

The Hon Campbell Newman
Premier of the State of Queensland
Date:

*Signed for and on behalf of the
State of Western Australia by*

The Hon Colin Barnett MLA
Premier of the State of Western Australia
Date:

*Signed for and on behalf of the
State of South Australia by*

The Hon Jay Weatherill MP
Premier of the State of South Australia
Date:

*Signed for and on behalf of the
State of Tasmania by*

The Hon Lara Giddings MLA
Premier of the State of Tasmania
Date:

*Signed for and on behalf of the
Australian Capital Territory by*

Ms Katy Gallagher MLA
Chief Minister of the Australian Capital
Territory
Date:

*Signed for and on behalf of the
State of Northern Territory by*

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Chief Minister of the Northern Territory
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Date:

*Signed for and on behalf of the
State of New South Wales by*

The Hon Barry O'Farrell MP
Premier of the State of New South Wales
Date:

*Signed for and on behalf of the
State of Victoria by*


The Hon Dr Denis Napthine MLA
Premier of the State of Victoria
Date: 22/8/2013

*Signed for and on behalf of the
State of Queensland by*

The Hon Campbell Newman
Premier of the State of Queensland
Date:

*Signed for and on behalf of the
State of South Australia by*

The Hon Jay Weatherill MP
Premier of the State of South Australia
Date:

*Signed for and on behalf of the
Australian Capital Territory by*

Ms Katy Gallagher MLA
Chief Minister of the Australian Capital
Territory
Date:

*Signed for and on behalf of the
State of Western Australia by*

The Hon Colin Barnett MLA
Premier of the State of Western Australia
Date:

*Signed for and on behalf of the
State of Tasmania by*

The Hon Lara Giddings MLA
Premier of the State of Tasmania
Date:

*Signed for and on behalf of the
State of Northern Territory by*

The Hon Adam Giles MLA
Chief Minister of the Northern Territory
Date:

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Prime Minister of the Commonwealth of Australia
Date:

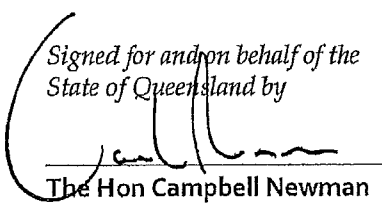
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State of New South Wales by*

The Hon Barry O'Farrell MP
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Date:

*Signed for and on behalf of the
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Premier of the State of Victoria
Date:

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State of Queensland by*



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Premier of the State of Queensland
Date:

*Signed for and on behalf of the
State of Western Australia by*

The Hon Colin Barnett MLA
Premier of the State of Western Australia
Date:

*Signed for and on behalf of the
State of South Australia by*

The Hon Jay Weatherill MP
Premier of the State of South Australia
Date:

*Signed for and on behalf of the
State of Tasmania by*

The Hon Lara Giddings MLA
Premier of the State of Tasmania
Date:

*Signed for and on behalf of the
Australian Capital Territory by*

Ms Katy Gallagher MLA
Chief Minister of the Australian Capital
Territory
Date:

*Signed for and on behalf of the
State of Northern Territory by*

The Hon Adam Giles MLA
Chief Minister of the Northern Territory
Date:

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The Hon Kevin Rudd MP
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Date:

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The Hon Barry O'Farrell MP
Premier of the State of New South Wales
Date:

*Signed for and on behalf of the
State of Queensland by*

The Hon Campbell Newman
Premier of the State of Queensland
Date:

*Signed for and on behalf of the
State of South Australia by*

The Hon Jay Weatherill MP
Premier of the State of South Australia
Date:


*Signed for and on behalf of the
Australian Capital Territory by*

Ms Katy Gallagher MLA
Chief Minister of the Australian Capital
Territory
Date:

*Signed for and on behalf of the
State of Victoria by*

The Hon Dr Denis Napthine MLA
Premier of the State of Victoria
Date:

*Signed for and on behalf of the
State of Western Australia by*


The Hon Colin Barnett MLA
Premier of the State of Western Australia
Date: 30 JUL 2013

*Signed for and on behalf of the
State of Tasmania by*

The Hon Lara Giddings MLA
Premier of the State of Tasmania
Date:

*Signed for and on behalf of the
State of Northern Territory by*

The Hon Adam Giles MLA
Chief Minister of the Northern Territory
Date:

The following Parties have confirmed their commitment to this agreement:

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Commonwealth of Australia by*

The Hon Kevin Rudd MP
Prime Minister of the Commonwealth of Australia
Date:

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State of New South Wales by*

The Hon Barry O'Farrell MP
Premier of the State of New South Wales
Date:

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State of Victoria by*

The Hon Dr Denis Napthine MLA
Premier of the State of Victoria
Date:

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State of Queensland by*

The Hon Campbell Newman
Premier of the State of Queensland
Date:

*Signed for and on behalf of the
State of Western Australia by*

The Hon Colin Barnett MLA
Premier of the State of Western Australia
Date:

*Signed for and on behalf of the
State of South Australia by*

The Hon Jay Weatherill MP
Premier of the State of South Australia
Date: 20/12/12

*Signed for and on behalf of the
State of Tasmania by*

The Hon Lara Giddings MLA
Premier of the State of Tasmania
Date:

*Signed for and on behalf of the
Australian Capital Territory by*

Ms Katy Gallagher MLA
Chief Minister of the Australian Capital
Territory
Date:

*Signed for and on behalf of the
State of Northern Territory by*

The Hon Adam Giles MLA
Chief Minister of the Northern Territory
Date:

The following Parties have confirmed their commitment to this agreement:

*Signed for and on behalf of the
Commonwealth of Australia by*

The Hon Kevin Rudd MP
Prime Minister of the Commonwealth of Australia
Date:

*Signed for and on behalf of the
State of New South Wales by*

The Hon Barry O'Farrell MP
Premier of the State of New South Wales
Date:

*Signed for and on behalf of the
State of Queensland by*

The Hon Campbell Newman
Premier of the State of Queensland
Date:

*Signed for and on behalf of the
State of South Australia by*

The Hon Jay Weatherill MP
Premier of the State of South Australia
Date:

*Signed for and on behalf of the
Australian Capital Territory by*

Ms Katy Gallagher MLA
Chief Minister of the Australian Capital
Territory
Date:

*Signed for and on behalf of the
State of Victoria by*

The Hon Dr Denis Napthine MLA
Premier of the State of Victoria
Date:

*Signed for and on behalf of the
State of Western Australia by*

The Hon Colin Barnett MLA
Premier of the State of Western Australia
Date:

*Signed for and on behalf of the
State of Tasmania by*

The Hon Lara Giddings MLA
Premier of the State of Tasmania
Date: 6 August 2013

*Signed for and on behalf of the
State of Northern Territory by*

The Hon Adam Giles MLA
Chief Minister of the Northern Territory
Date:

The following Parties have confirmed their commitment to this agreement:

*Signed for and on behalf of the
Commonwealth of Australia by*

The Hon Kevin Rudd MP
Prime Minister of the Commonwealth of Australia
Date:

*Signed for and on behalf of the
State of New South Wales by*

The Hon Barry O'Farrell MP
Premier of the State of New South Wales
Date:

*Signed for and on behalf of the
State of Victoria by*

The Hon Dr Denis Napthine MLA
Premier of the State of Victoria
Date:

*Signed for and on behalf of the
State of Queensland by*

The Hon Campbell Newman
Premier of the State of Queensland
Date:

*Signed for and on behalf of the
State of Western Australia by*

The Hon Colin Barnett MLA
Premier of the State of Western Australia
Date:

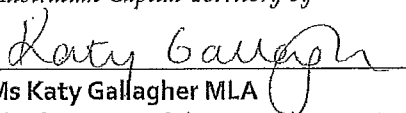
*Signed for and on behalf of the
State of South Australia by*

The Hon Jay Weatherill MP
Premier of the State of South Australia
Date:

*Signed for and on behalf of the
State of Tasmania by*

The Hon Lara Giddings MLA
Premier of the State of Tasmania
Date:

*Signed for and on behalf of the
Australian Capital Territory by*


Ms Katy Gallagher MLA
Chief Minister of the Australian Capital
Territory
Date: 29. 7. 13

*Signed for and on behalf of the
State of Northern Territory by*

The Hon Adam Giles MLA
Chief Minister of the Northern Territory
Date:

The following Parties have confirmed their commitment to this agreement:

*Signed for and on behalf of the
Commonwealth of Australia by*



The Hon Kevin Rudd MP
Prime Minister of the Commonwealth of Australia

Date: **05 AUG 2013**

*Signed for and on behalf of the
State of New South Wales by*

The Hon Barry O'Farrell MP
Premier of the State of New South Wales
Date:

*Signed for and on behalf of the
State of Queensland by*

The Hon Campbell Newman
Premier of the State of Queensland
Date:

*Signed for and on behalf of the
State of South Australia by*

The Hon Jay Weatherill MP
Premier of the State of South Australia
Date:

*Signed for and on behalf of the
Australian Capital Territory by*

Ms Katy Gallagher MLA
Chief Minister of the Australian Capital
Territory
Date:

*Signed for and on behalf of the
State of Victoria by*

The Hon Dr Denis Napthine MLA
Premier of the State of Victoria
Date:

*Signed for and on behalf of the
State of Western Australia by*

The Hon Colin Barnett MLA
Premier of the State of Western Australia
Date:

*Signed for and on behalf of the
State of Tasmania by*

The Hon Lara Giddings MLA
Premier of the State of Tasmania
Date:

*Signed for and on behalf of the
State of Northern Territory by*

The Hon Adam Giles MLA
Chief Minister of the Northern Territory
Date: