



Memorandum of Understanding



between

New South Wales Police, Victoria Police, Queensland Police,
Western Australia Police, South Australia Police, Northern Territory Police, Tasmania Police,
ACT Policing, Australian Federal Police and The CrimTrac Agency



FOR THE PROVISION AND USE OF COORDINATED POLICING INFORMATION SYSTEMS

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1. Recitals

This Memorandum of Understanding is reached on the _____ day of _____ 2006.

Between The CrimTrac Agency (CrimTrac) of 243 Northbourne Avenue Lyneham ACT
And New South Wales Police Service of 1 Charles Street Parramatta NSW (New South Wales Police)
And Victoria Police of 637 Flinders Street Melbourne Vic (Victoria Police)
And Queensland Police Service of 200 Roma Street Brisbane Qld (Queensland Police)
And Western Australia Police of 2 Adelaide Terrace Perth WA (Western Australia Police)
And South Australia Police of 30 Flinders Street Adelaide SA (South Australia Police)
And Tasmania Police Service of 47 Liverpool Street Hobart Tas (Tasmania Police)
And Northern Territory Police of Mitchell Centre Darwin NT (Northern Territory Police)
And Australian Federal Police of 68 Northbourne Avenue Canberra ACT (Australian Federal Police)
And ACT Policing of Winchester Police Centre Canberra ACT (Australian Capital Territory Policing)

to provide an increased understanding of the context of the CrimTrac projects and services and a common goal for all parties to work towards; to set out the expected responsibility of each party in their role as policing agencies of the party states to the Inter-Governmental Agreement 2000 (IGA).

This MOU should be read in conjunction with the IGA at Schedule 1.

2. Interpretation

The words 'will' and 'are liable' do not impart a legal responsibility to any of the parties to this MOU.

The following words and phrases have the meaning provided in this section:

Accredited Agency means an organisation other than a police service authorised through an accreditation process to access information through the CrimTrac systems.

Agency means **CrimTrac** and the **CrimTrac Agency**, which was established in July 2000 through an Inter-Governmental Agreement signed by the Australian Government Minister for Justice and Customs and by State and Territory Police Ministers on behalf of their respective governments.

Appropriate Information means information that may be released to accredited third parties to the extent allowed by law.

Australasian Police Ministers' Council or **APMC** mean that body comprising the Ministers who have responsibility for police services in the Commonwealth and all States of the Commonwealth and the Australian Capital Territory and the Northern Territory of Australia and New Zealand, which meets from time to time as a formal council of Ministers.

Authorised Police Strength Model means the ratio of sworn police officers in each jurisdiction in relation to Australia's population of sworn police officers.

Board or **Board of Management** or **BOM** mean the body established pursuant to clause 5 of the IGA.

Charter of Governance means the CrimTrac Charter of Governance as attached at Schedule 2.

CPPMF means the CrimTrac Project and Programme Management Framework.

Initiative means a cooperative endeavour between the parties, being the State, Territory and Commonwealth governments for the enhancement of law enforcement with an emphasis on information based policing facilitated through rapid access to detailed, current and accurate police information.



Governance Structures means the governance groups set out in the CrimTrac Charter of Governance and includes the Australasian Police Ministers' Council (APMC), the CrimTrac Board of Management (BOM), the Senior Officers Group (SOG), the Strategic Issues Group (SIG), Project Boards, the NCHRC Operations Advisory Committee (NOAC) and User Advisory Groups (UAGs).

Inter-Governmental Agreement or **IGA** mean the agreement for the establishment and operation of CrimTrac.

NCHRC means National Criminal History Record Checking.

NOAC or **NCHRC Operations Advisory Committee** mean a group of police agency users of a specific CrimTrac system.

Partnership means the cooperative arrangements in force between CrimTrac and police agencies.

Party means any of the signatories to this MOU.

Police Agency means any police jurisdiction of either New South Wales, Victoria, Queensland, Western Australia, South Australia, Tasmania, the Northern Territory of Australia, the Australian Capital Territory or the Commonwealth.

Police Agency Representative means an officer nominated by a jurisdiction to deal with CrimTrac issues.

Project Board or **Project Steering Committee** mean the group charged with the oversight of a specific CrimTrac Project.

Schedule means a schedule to this MOU.

Senior Officers' Group or **SOG** mean the Senior Officers' Group of the Australasian Police Ministers' Council (**APMC**).

Strategic Issues Group or **SIG** mean the body set up by the Board of Management to provide strategic advice.

System means the interrelation of personnel, procedure, hardware and software, which combine to accomplish a set of specific functions.

User Advisory Group or **UAG** mean a group of police agency users of a specific CrimTrac system.

3. Commencement

3.1 This MOU will commence from the date of signature of each of the parties.

4. Period of Operation

4.1 This MOU will continue to operate for the life of the IGA unless terminated or amended by the parties.

5. Common Goal and Objectives

5.1 The purpose of this MOU is to:

- 5.1.1 supplement the high level framework of the IGA;
- 5.1.2 establish a common goal for all parties in relation to CrimTrac;
- 5.1.3 reach a shared understanding of, and fulfil and enhance the intention and spirit of the IGA through the partnership;
- 5.1.4 improve communication, understanding and trust, ensuring a common vision of the sharing of police information between police agencies. This should assist in achieving the policy outcome of improved community safety and security; and
- 5.1.5 assist in developing and maintaining a productive and effective working relationship.



- 5.2 The common goal is to meet the agreed information needs of policing agencies in Australia.
- 5.3 The parties will recognise the challenges of the differing expectations of stakeholders and take into account variables such as physical locations, business cycles, funding and other matters outside of the direct control of the parties and will seek to accommodate these differences when possible.

6. Context

- 6.1 This MOU describes the operations, functions and responsibility of the CrimTrac Agency and participating police agencies relative to the partnership.
- 6.2 The partnership aims to integrate and enable sharing of policing information between police agencies for the purpose of improved law enforcement.
- 6.3 The partnership aims to:
 - 6.3.1 provide high quality information services that meet the needs of the Australian policing community; and
 - 6.3.2 provide appropriate information responses to duly accredited agencies.
- 6.4 Police agencies and the CrimTrac Agency share an obligation to fulfil the intention and the spirit of the IGA to the best of their ability.
- 6.5 The partnership provides opportunities to demonstrate exemplary leadership in cooperation between States, Territories and the Commonwealth bodies that will lead to improved law enforcement outcomes.
- 6.6 There is an opportunity to build and share a vision of achieving improved community safety as well as security in society.
- 6.7 A strength of the CrimTrac partnership is the ability to deliver national services or systems beyond the capability of the individual police agencies.

7. Priorities for CrimTrac

- 7.1 The CrimTrac Strategic Plan approved by the APMC and amended from time to time identifies five key areas that are essential to the success of the CrimTrac Initiative:
 - 7.1.1 Managing and improving existing programmes and developing new services;
 - 7.1.2 Addressing emerging and future issues;
 - 7.1.3 Ensuring effective consultation and communication between the parties;
 - 7.1.4 Pursuing the most effective corporate governance, operations and project management approaches for managing CrimTrac's legal, policy and police agency issues; and
 - 7.1.5 Securing CrimTrac revenue and managing its expenses.
- 7.2 CrimTrac assists police agencies in Australia to achieve directions in policing that will improve safety and security in society, quality and innovation in policing services and resource efficiency.
- 7.3 In relation to approved projects CrimTrac has a role in:
 - 7.3.1 Enhancing the understanding of the impact of advances in technology as they apply to the current and future services that CrimTrac provides;



- 7.3.2 Developing partnerships to enhance service delivery;
- 7.3.3 Consulting and working collaboratively, monitoring and sharing information to ensure policy harmonisation and service delivery;
- 7.3.4 Further enhancing mechanisms and protocols for the coordination of business and operational improvement;
- 7.3.5 Further developing common standards for the secure collection, storage and exchange of information between police agencies;
- 7.3.6 Further developing and adopting mechanisms and protocols for the coordination of multi-jurisdictional and trans-national operations;
- 7.3.7 Further developing resource sharing and acquisition strategies; and
- 7.3.8 Promoting the use of common standards for processes, technology and equipment.

8. Responsibilities of CrimTrac

- 8.1 CrimTrac will ensure that each scope, business case and project plan, as well as ongoing business processes, fully addresses the impact on and responsibilities of each police agency. This will ensure that projects consider the financial, legislative, timeliness, security and governmental issues for implementation.
- 8.2 CrimTrac Project Managers and Project Steering Committees will use agreed, appropriate project management methodologies for each designated project and ensure that all initiatives are approved by the board.
- 8.3 CrimTrac will keep abreast of developments in processes, information services and information technology that are relevant to CrimTrac services and will keep the police agencies informed as appropriate.
- 8.4 CrimTrac will provide technical and project management advice to assist police agencies implement changes that are required in their businesses, operational and technical environments, to exploit the services offered by CrimTrac.
- 8.5 Sufficient lead time will be provided by CrimTrac to allow police agencies to plan and acquire resources necessary for participating in projects and services delivery.
- 8.6 CrimTrac will ensure that its communication with police agencies is in accordance with protocols advised by individual jurisdictions.
- 8.7 CrimTrac will ensure that all police agencies are informed of and have reasonable opportunity to comment on papers being presented to the board and to other elements of the governance structures as appropriate (as far as possible giving at least 10 working days).
- 8.8 Board papers will include information on the impacts on the police agencies so that the board is aware of what the impacts will be.
- 8.9 CrimTrac will ensure that SIG members have the opportunity to assess board papers that are strategic in nature and to view all board papers.
- 8.10 A board 'forward work programme' will be disseminated to police agencies and updated on a regular basis to facilitate planning and awareness of upcoming issues.
- 8.11 CrimTrac has a responsibility to protect information owned and supplied by police agencies, as set out in clause 12.
- 8.12 CrimTrac will promptly consult with the police agencies when changes to CrimTrac business processes, operational procedures and technical architecture are likely to affect access to CrimTrac systems.



9. Responsibilities of Police Agencies

- 9.1 Police agencies will participate in the scoping stages for all new projects. This participation does not create an obligation to participate in the project beyond the scoping stage.
- 9.2 For all governance groups, the police agencies will ensure that members are appropriately skilled and empowered to facilitate necessary outcomes.
- 9.3 Police agency project managers will use appropriate project management methodologies for planning and monitoring the expenditure of CrimTrac project funds.
- 9.4 Police agencies will classify the information provided through CrimTrac services using agreed criteria. This process will be facilitated by CrimTrac through the SIG.
- 9.5 Where a police agency does not meet required minimum security standards the police agency must commit to implementing necessary changes to enable the sharing of classified information as priorities and budgets permit.
- 9.6 Police agencies will work cooperatively toward common security standards to facilitate the sharing of information.
- 9.7 The police agencies will take an active role in promoting legislative or other changes that will enable services to operate effectively both within and between agencies.
- 9.8 Police agencies will participate fully, as mutually agreed, in projects in accordance with project plans.
- 9.9 Police agencies that reconsider their involvement in agreed projects are liable for any costs that had been incurred by them to the point of withdrawal so as not to disadvantage any other participant in the project.
- 9.10 When required by the board, police agencies will participate on project steering committees, and in that capacity take responsibility for project outcomes.
- 9.11 To promote open communication, all police agency feedback will be disseminated to all parties through agreed communication protocols.
- 9.12 The police agencies have responsibility to protect information as set out in clause 12.
- 9.13 Police agencies will promptly consult with CrimTrac when changes to police agency business processes, operational procedures and technical architecture are likely to affect access to CrimTrac systems.

10. Governance

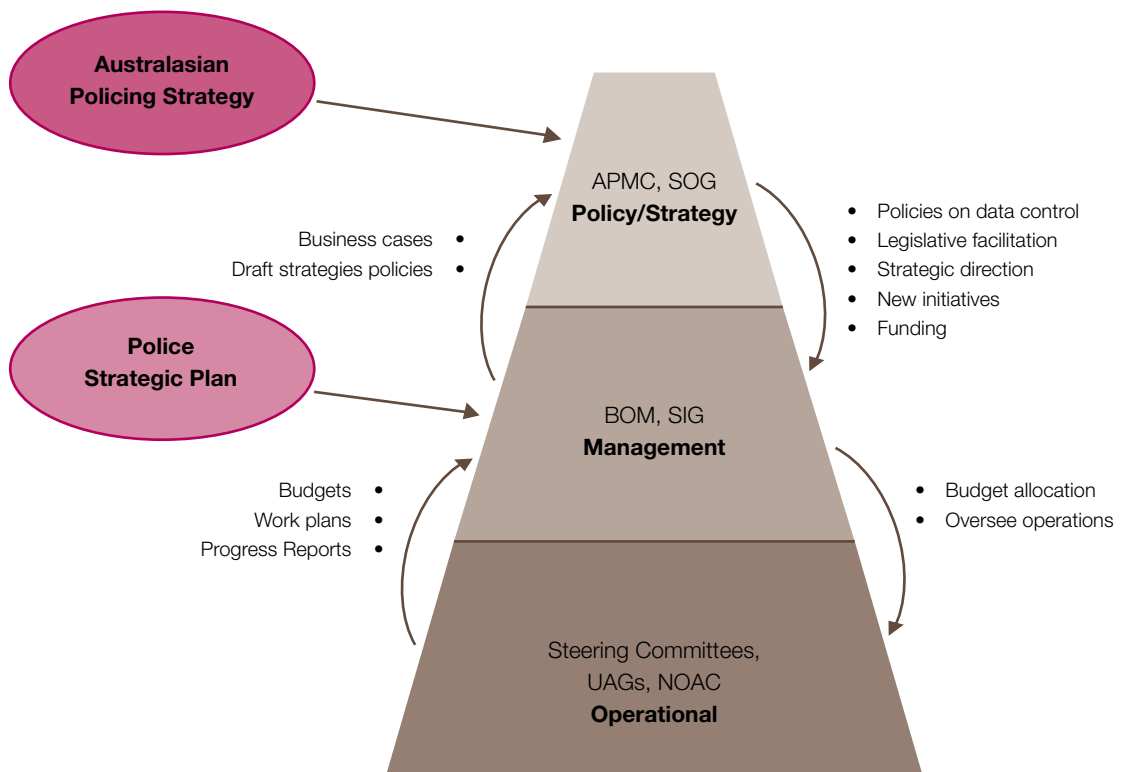
- 10.1 The governance structures are defined in the CrimTrac Charter of Governance which is attached at Schedule 2. The principal structures are the APMC, BoM, the SIG, NOAC, UAGs and Steering Committees.
- 10.2 Where not already established, terms of reference and modus operandi will be established for the SIG, NOAC, UAGs and steering committees. Terms of reference will be standardised as far as practicable.
- 10.3 All terms of reference for all governance structures below the board must be approved by the Board of Management.
- 10.4 Terms of reference will define membership, agenda, schedules of meetings and accountabilities for each governance structure.
- 10.5 Members of all governance structures will hold sufficient rank or position to facilitate effective business management and have the authority to fulfil their role within the terms of reference of the particular



governance structure. There is an onus on participants to establish links and disseminate relevant information within their jurisdiction.

10.6 Parties will establish sufficient record keeping practices to ensure retention of knowledge and business continuity.

10.7 The following diagram outlines the responsibilities and inter-relationships of CrimTrac's multi-jurisdictional governance structures.



11. Funding

11.1 CrimTrac's funding principles and pricing policies will be evolved with the consultation of all parties recognising differing budget and planning cycles and lead times required to change fee structures and accept budgets.

11.2 When police agency funding is required, this funding is to be provided according to a board approved Funding Strategy.

12. Protection of Information

12.1 Services and systems will be designed to recognise relevant privacy and security issues, including the Protective Security Manual, ACSI 33, Defence Signals Directorate guidance and the various privacy legislation standards and principles. Compliance with these standards will be audited in accordance with service level agreements to provide assurance to the CrimTrac Board of Management.



- 12.2 Police agencies will define security standards and the level of security controls for CrimTrac systems/ networks accessed by the police agencies.
- 12.3 CrimTrac is responsible for ensuring the security of systems and access controls from its core out to the police agency firewall.
- 12.4 The police agencies are each responsible for ensuring the security of data received from CrimTrac and access controls from their own point of access and for controlling the use of information facilitated through CrimTrac systems.
- 12.5 CrimTrac will ensure that its systems contain collectively agreed and appropriate audit and accountability functionality.
- 12.6 Periodic audits of security and access controls will be undertaken according to an agreed schedule. The Chief Executive Officer of CrimTrac will report all security breaches or concerns to the Board of Management.
- 12.7 Audit of access to information is addressed in individual system agreements. Over time, these system agreements will be attached as schedules to this MOU.

13. Freedom of Information

- 13.1 Policing information provided to the CrimTrac Agency for the purpose of sharing between police agencies is provided 'in confidence' in accordance with section 33A(1) of the *Commonwealth Freedom of Information Act 1982*. CrimTrac will not divulge any police information to third parties without the express permission of the originating policing agency.
- 13.2 Records in the possession of CrimTrac are subject to the Commonwealth Freedom of Information Act. As required by section 26A of the Act, CrimTrac will consult with the relevant police agency on all FOI enquiries.
- 13.3 All requests from applicants under FOI legislation to change a record held by CrimTrac will be referred back to the relevant police agency to consider making an appropriate correction or annotation to that record.

14. Measuring Performance

- 14.1 The following key performance indicators on the operation of this MOU will be reported to the Board of Management and through the CrimTrac Annual Report:
 - 14.1.1 Business cases and project plans are based on recognised project management frameworks which clearly define and consider the impact on all police agencies. This could be measured by police agency feedback and by a survey of compliance with the CPPMF.
 - 14.1.2 All parties will support and abide by funding arrangement decisions. This could be measured by the timeliness of police agency financial contributions and the lack of dispute as to quanta.
 - 14.1.3 Parties meet performance targets as set out in business cases and project plans including timeliness and budget. This could be measured by the incidence of project exception reporting.
 - 14.1.4 Parties follow communication protocols. This could be measured by client satisfaction survey arranged by the board.
 - 14.1.5 There are benefits to police agencies, particularly in their contributions to meeting the directions of the Australasian Policing Strategy. This could be measured by client satisfaction survey or police agency-developed statistical records.



15. Nature of this Memorandum

- 15.1 This MOU records the current level of understanding between the parties as to the administration of CrimTrac projects and services and is a record of their intentions in respect of the issues described in this MOU.
- 15.2 The parties confirm that this MOU is not contractually binding and that this MOU does not impose any legal liability or obligation on the parties, their respective Governments or their respective employees and advisers.
- 15.3 The parties confirm that this MOU does not constitute any offer or invitation which is capable of acceptance.

16. Dispute Resolution

- 16.1 Disputes arising under this MOU are to be resolved initially through the relevant police agency representatives/CrimTrac Manager. Disputes that are unable to be resolved in this way are to be escalated to the relevant Commissioner(s) or CEO CrimTrac.
- 16.2 In the case of project disputes, the relevant Project Board/Steering Committee will be the first point of contact.
- 16.3 If a dispute requires escalation, it will be referred to the relevant Commissioner for inclusion on the agenda for the next Board of Management meeting.

17. Variation and Termination

- 17.1 This MOU will be reviewed each 12 months by the Board of Management. Variations may be made with the collective written agreement of the parties.
- 17.2 This MOU may be terminated at any time by agreement in writing by all the parties and under any terms and conditions as agreed by all the parties.

18. Related Documents

- 18.1 When there appears to be an inconsistency between this MOU and the IGA, the terms of the IGA will prevail. This MOU should be read in the context of the following documents:

| Governance | Planning | External |
|---|------------------------------|--|
| Inter-Governmental Agreement | CrimTrac Strategic Plan | Australasian Policing Strategy |
| Charter of Governance | CrimTrac IT Strategic Plan | Jurisdictional Strategic Plans |
| MOU between Police and CrimTrac (this MOU) | CrimTrac Business Plan | Jurisdictional IT Strategic Plans |
| System agreements and SLAs | CrimTrac IT Operational Plan | Commonwealth Protective Security Manual |
| CrimTrac Project and Programme Management Framework | | Australian Government IT Security Manual (ACSI 33) |

Table 1 – Related Documents



19. Signatories

The Commissioner of New South Wales Police

Date _____ / _____ / _____

The Commissioner of Tasmania Police Service

Date _____ / _____ / _____

The Chief Commissioner of Victoria Police

Date _____ / _____ / _____

The Commissioner of Northern Territory Police

Date _____ / _____ / _____

The Commissioner of Queensland Police Service

Date _____ / _____ / _____

The Commissioner of Australian Federal Police

Date _____ / _____ / _____

The Commissioner of Western Australia Police

Date _____ / _____ / _____

The Chief Police Officer of Australian Capital Territory Policing

Date _____ / _____ / _____

The Commissioner of South Australia Police

Date _____ / _____ / _____

The Chief Executive Officer of CrimTrac Agency

Date _____ / _____ / _____





Schedule 1

Inter-Governmental Agreement

AN AGREEMENT

between

THE COMMONWEALTH OF AUSTRALIA

and

THE STATE OF NEW SOUTH WALES

and

THE STATE OF VICTORIA

and

THE STATE OF QUEENSLAND

and

THE STATE OF WESTERN AUSTRALIA

and

THE STATE OF SOUTH AUSTRALIA

and

THE STATE OF TASMANIA

and

THE AUSTRALIAN CAPITAL TERRITORY

and

THE NORTHERN TERRITORY OF AUSTRALIA

FOR THE ESTABLISHMENT AND OPERATION OF "CRIMTRAC",
A NATIONAL LAW ENFORCEMENT INFORMATION SYSTEM
FOR AUSTRALIA'S POLICE SERVICES



THIS AGREEMENT IS MADE ON

2000

Between

The Commonwealth of Australia ("Commonwealth"); and
The State of New South Wales ("New South Wales"); and
The State of Victoria ("Victoria"); and
The State of Queensland ("Queensland"); and
The State of Western Australia ("Western Australia"); and
The State of South Australia ("South Australia"); and
The State of Tasmania ("Tasmania"); and
The Australian Capital Territory ("Australian Capital Territory"); and
The Northern Territory of Australia ("Northern Territory").

Recitals

- A. CrimTrac is a major initiative being undertaken by the Commonwealth, State and Territory Governments.
- B. The Commonwealth, State and Territory Governments now wish to enter into a formal agreement to establish the basis, including details of governance, for CrimTrac.
- C. The aim of CrimTrac is to enhance Australian law enforcement with an emphasis on information-based policing facilitated through rapid access to detailed, current and accurate police information.
- D. It is intended that CrimTrac will, in the coming years, include the following components:
 - (i) a new National Automated Fingerprint Identification System (NAFIS);
 - (ii) a National DNA Criminal Investigation System;
 - (iii) a National Child Sex Offender System; and
 - (iv) the provision of rapid access to national operational policing data.
- E. The CrimTrac framework is intended to provide the means by which these components and other emerging policing requirements across jurisdictions can be considered and met as appropriate.
- F. On 8 March 1990, the Commonwealth, the six States and the Northern Territory entered into an agreement concerning the National Exchange of Police Information as a National Common Police Service (the NEPI Agreement).
- G. On 17 November 1998, the Australasian Police Ministers' Council met in New Zealand and resolved to support the Commonwealth's proposal to provide a central infrastructure for national law enforcement systems and to request the development of a mechanism for the future management of CrimTrac.
- H. In December 1998, a Request for Information was issued as a mechanism of consultation with industry in relation to the envisaged components of CrimTrac.
- I. This was followed in July 1999 by a Request for Tender, as a result of which a contract has been entered into to establish the new NAFIS.
- J. In November 1999, the Australasian Police Ministers' Council resolved to note a proposed governance model for CrimTrac and to establish an inter-governmental agreement.



It is agreed

1. Interpretation

1.1 Definitions

In this Agreement, unless a contrary intention is apparent:

“**Agency**” and “**CrimTrac Agency**” mean that administrative unit or body however known or designated comprising those personnel engaged or appointed pursuant to clause 7.2;

“**Agreement**” means this document and includes all Schedules, Attachments and Appendices;

“**APMC**” means the Australasian Police Ministers’ Council;

“**Appendix**” means an appendix to this Agreement;

“**Attachment**” means an attachment to this Agreement;

“**Australasian Police Ministers’ Council**” means that body comprising the Ministers who have responsibility for police services in the Commonwealth and all States of the Commonwealth and the Australian Capital Territory and the Northern Territory of Australia and which meets from time to time as a formal council of Ministers;

“**Board**” and “**Board of Management**” mean the body established pursuant to clause 5;

“**Board Member**” means a Board Member as provided by clause 5.2.1;

“CrimTrac” means the law enforcement information system known by that name and established on a national co-operative basis pursuant to this Agreement;

“**Intellectual Property Rights**” means copyright (including future copyright), trade mark, design, patent, circuit layout rights and all other intellectual property rights, whether registered or unregistered and whether registrable or not;

“**Jurisdiction**” means the policing jurisdiction of any of the Parties;

“**Large Jurisdiction**” means the police service of either New South Wales or Victoria or Queensland and “Large Jurisdictions” means any two (2) or three (3) of them;

“**NEPI**” means the National Exchange of Police Information as provided for in the NEPI Agreement;

“**NEPI Agreement**” means the agreement called the “Agreement Between the Commonwealth, the States and the Northern Territory Concerning the National Exchange of Police Information as a National Common Police Service” which was made on 8 March 1990 between the Commonwealth, of Australia, the State of New South Wales, the State of Victoria, the State of Queensland, the State of Western Australia, the State of South Australia, the State of Tasmania and the Northern Territory of Australia;

“**Party**” means any of the Commonwealth of Australia, the State of New South Wales, the State of Victoria, the State of Queensland, the State of Western Australia, the State of South Australia, the State of Tasmania, the Australian Capital Territory and the Northern Territory of Australia;

“**Small Jurisdiction**” means the police service of either Western Australia or South Australia or Tasmania or the Northern Territory of Australia or the Australian Capital Territory and “Small Jurisdictions” means any two (2) or any three (3) or any four (4) or all five (5) of them;

“**Schedule**” means a schedule to this Agreement;

“**Senior Officers’ Group**” and “**SOG**” mean the Senior Officers’ Group of the Australasian Police Ministers’ Council (“APMC”);



1.2 Construction

In this Agreement, unless expressed to the contrary:

- (a) words importing:
 - (i) the singular include the plural and vice versa; and
 - (ii) any gender includes the other gender;
- (b) if a word or phrase is defined cognate words and phrases have corresponding definitions;
- (c) a reference to:
 - (i) a person includes a firm, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes its legal personal representatives, successors and assigns;
 - (iii) a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
 - (iv) a right includes a benefit, remedy, discretion, authority or power;
 - (v) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (vi) a reference to a clause is a reference to a clause of this Agreement.

2. Commencement

2.1 Commencement

This Agreement commences to operate with effect from and including 1 July 2000.

3. Objectives of CrimTrac

3.1 Broad objectives

The broad objectives of CrimTrac are to enhance Australian policing through:

- (a) the provision of high quality information services that:
 - (i) meet the needs of the Australian policing community; and
 - (ii) establish best practice service models in relation to the provision of information to support policing; and
 - (iii) are project-oriented and cost-benefit driven to achieve outcomes;
- (b) support for the Jurisdictions in the implementation and use of CrimTrac services; and
- (c) providing controlled access to appropriate information by duly accredited third parties.

3.2 Jurisdictions to cooperate

The parties agree to cooperate fully with each other to develop and deliver the objectives of CrimTrac through the entities and processes set out in this Agreement so that:

- (a) CrimTrac is delivered in line with a long term strategic vision which is to be developed and updated through close consultation with all Jurisdictions;
- (b) the benefits, opportunities, costs, and risks of CrimTrac are transparent to each Jurisdiction;
- (c) Jurisdictions which choose to participate in a CrimTrac project meet the costs of that project in a manner which is equitable and agreed to by all participating Jurisdictions; and
- (d) CrimTrac is conducted in accordance with sound business principles and high standards of financial accountability.



4. Role of APMC and SOG

4.1 APMC

The Australasian Police Ministers' Council shall:

- (a) consider and approve the high level strategic policy directions for CrimTrac; and
- (b) approve the CrimTrac strategic plan; and
- (c) approve the development of new initiatives for CrimTrac which require legislation or special funding consideration; and
- (d) approve the policy on data control and release of information to third parties; and
- (e) consider and approve the appointment of members to the Board of Management in accordance with the provisions of clauses 5.2 and 5.3.

4.2 SOG

The Senior Officers' Group, as the recognised professional advisory body on policing issues, shall:

- (a) advise APMC in relation to CrimTrac including, in particular, all those matters specified in clause 4.1; and
- (b) perform such functions as shall be determined from time to time by resolution of APMC; and
- (c) appoint non-voting members of the Board in accordance with the provisions of clause 5.2.1(d).

5. Establishment of CrimTrac Board of Management

5.1 Board of Management established

There shall be a Board of Management of CrimTrac, which is responsible and accountable for the efficient and effective delivery of the CrimTrac initiative.

5.2 Composition of Board

5.2.1 The Board of Management of CrimTrac shall be constituted as follows:

- (a) One voting member who shall be nominated by the Commonwealth; and
- (b) Two voting members who shall be appointed from the Large Jurisdictions such that the nominees of two separate such Large Jurisdictions are appointed; and
- (c) Two voting members who shall be appointed from the Small Jurisdictions such that the nominees of two separate such Small Jurisdictions are appointed; and
- (d) Two non-voting members to be appointed by SOG to provide specialist advice in each of the following areas:
 - (i) information technology; and
 - (ii) finance.

5.2.2 The Board may call upon such other expert assistance including in the area of forensic science, as it considers necessary.

5.3 Rotation of Board members

Members will generally be appointed for a term of three years. There will be a rotation of members of the Board of Management to ensure that each jurisdiction is represented on an equitable basis in accordance with the requirements set out in clause 5.2.1. The rotation of Board members is to be determined by APMC with a view to ensuring a reasonable level of stability within the membership of the Board.



5.4 *Election of the Chair*

The inaugural Chairperson shall be the person appointed by the Commonwealth pursuant to clause 5.2.1 (a). This appointment shall be for a term of three years, after which the Chair shall be elected by the Board from among the voting Board members.

5.5 *Proceedings of the Board of Management*

- (a) Where the Chairperson is absent from a meeting, the Board shall elect another voting member of the Board who is present at that meeting to act temporarily as Chairperson; and
- (b) A quorum for a meeting of the Board shall be four voting members; and
- (c) A member of the Board may, at any time, appoint in writing a deputy to act in his absence and any deputy so appointed may, in the absence of the member, exercise all the powers and functions of the member and his presence shall be deemed to be the presence of the member; and
- (d) At a meeting of the Board each voting member shall have one vote and the Chairperson shall not have a casting vote; and
- (e) The decisions of the Board shall be by majority vote; and
- (f) The Board shall meet as necessary, but at least four times in each financial year; and
- (g) The Board shall develop protocols to ensure that the interests of all jurisdictions are considered in its deliberations; and
- (h) Any decision of the Board involving the expenditure of the initial Commonwealth funding of \$50 million will require the agreement of the Commonwealth member.

6. Role of the Board of Management

6.1 *Role of the Board*

The responsibilities and functions of the Board of Management are:

- (a) to oversee the operation and financial management of CrimTrac; and
- (b) to recommend new initiatives for CrimTrac which require legislation or special funding consideration and oversee the implementation of agreed new initiatives; and
- (c) to monitor annual work plans of the CrimTrac Agency; and
- (d) to approve and monitor, in respect of each project, the evolving business case; and
- (e) to be satisfied as to the implementation and ongoing operation of appropriate data access controls, security and privacy regimes; and
- (f) to recommend to the relevant Commonwealth Minister the appointment of the Chief Executive Officer and to monitor the performance of the Chief Executive Officer.

6.2 *Board to ensure appropriate standards in business*

The Board of Management shall be responsible for the adoption within CrimTrac of business practices to ensure appropriate prudential standards are maintained, including:

- (a) ensuring that financial statements of the CrimTrac Agency are audited by the Commonwealth Auditor-General; and
- (b) ensuring accounts are available upon request to Jurisdictions; and
- (c) keeping accounting records that properly record and explain CrimTrac's transactions and financial position and which enable the preparation of financial statements and which allow the convenient and proper auditing of the financial statements.



6.3 *Board Members to perform duties diligently*

Members of the Board of Management shall perform their duties as Board members diligently and in good faith and, in particular, shall endeavour to attend Board meetings regularly.

7. Chief Executive Officer and the CrimTrac Agency

7.1 *The Chief Executive Officer*

- (a) The Chief Executive Officer shall be responsible to the Board for the effective delivery of services in accordance with the Board's functions and responsibilities.
- (b) The Chief Executive Officer shall lead the CrimTrac Agency and ensure that all CrimTrac operations are compliant with relevant Commonwealth, State and Territory Acts, including the Commonwealth Privacy Act 1988 and the Freedom of Information Act 1982.

7.2 *CrimTrac Agency*

The CrimTrac Agency shall comprise personnel engaged or appointed to implement the CrimTrac initiative and to provide relevant services. The CrimTrac Agency will be a body established on behalf of all the parties which, for administrative purposes, will be established as an Executive Agency under the Commonwealth *Public Service Act 1999* within the Commonwealth Attorney-General's portfolio.

7.3 *Chief Executive Officer to have power to delegate etc.*

The Chief Executive Officer shall have the power to:

- (a) oversee the engagement, whether by way of employment pursuant under contracts for services or otherwise, of personnel to assist the Chief Executive Officer either within the CrimTrac Agency or otherwise; and
- (b) delegate appropriate duties and responsibilities to any of those personnel engaged pursuant to clause 7.3(a) to assist the Chief Executive Officer; and
- (c) authorise any of those personnel engaged pursuant to clause 7.3(a), to assist the Chief Executive Officer, to perform appropriate functions or duties.

8. Intellectual Property

8.1 *Ownership of CrimTrac Intellectual Property*

The Intellectual Property Rights in any and all items and things produced or created by any party (or on behalf of any party) under or in relation to CrimTrac (the "CrimTrac Intellectual Property") will vest in the Commonwealth.

8.2 *All parties expressly licensed by the Commonwealth*

For the purposes of sub-clause 8.1, the Commonwealth grants to each of the other parties a perpetual, non-revocable, non-exclusive licence to reproduce, modify, adapt, use and sub-license to third parties, the item or thing for any purpose directly or indirectly associated or connected with CrimTrac.

8.3 *States' and Territories' prior intellectual property rights*

- (a) Where a State or Territory owns the intellectual property in any item or thing and that item or thing is subsequently used as part of CrimTrac, the intellectual property continues to be owned by the State or Territory but that State or Territory grants to the Commonwealth and every other party a perpetual, non-revocable, non-exclusive licence to reproduce, modify, adapt, use and sub-license to third parties, the item or thing for any purpose directly or indirectly associated or connected with CrimTrac.
- (b) Where a State or Territory develops any item or thing in which it owns the intellectual property, and that item or thing is used by the State or Territory as a means of communicating with, or as an interface with, the CrimTrac system, the intellectual property rights continue to be owned by the State or Territory.



8.4 *Exploitation of CrimTrac Intellectual Property*

Any and all proceeds derived from any commercial exploitation of the CrimTrac Intellectual Property will accrue to, and be held by, the Commonwealth, subject to the following:

- (a) the proceeds will be recorded and accounted for as part of the CrimTrac financial and accounting requirements, including those required by the *Financial Management and Accountability Act 1997* of the Commonwealth; and
- (b) the proceeds will be used only for CrimTrac purposes or such other purposes as APMC may, from time to time, determine.

8.5 *Request by Board of Management*

The Board of Management may, at its discretion, request the Commonwealth to enter into an arrangement, which may be contractual or otherwise, for the exploitation of any Intellectual Property vested in the Commonwealth on behalf of all parties pursuant to this clause.

8.6 *All parties to co-operate in executing documents etc*

Each party shall, at its cost, promptly execute all documents and do all things that any other party from time to time reasonably requires of it to effect, perfect or complete the provisions of this document and any transaction contemplated by it.

9. Freedom of Information

9.1 *Consultation*

- (a) Subject to 9.1(b), the parties agree that, in the event of a request for access to documents or information under a freedom of information law, however described or characterised, being received in any Jurisdiction, no access to information or documents of or relating to CrimTrac will be granted without prior consultation with all other parties whose interest in the documents or information is either obvious or apparent.
- (b) This clause 9.1 does not prevent any Jurisdiction from giving access to documents without consultation in circumstances where there is clearly no basis to deny access to the documents to which access is sought under the relevant freedom of information law.

9.2 *Contact officers to be known*

Each party undertakes to provide, and update as necessary, to all other parties the name or names and contact details, including postal addresses, e-mail addresses, telephone and facsimile numbers, of the freedom of information officer or officers or contact personnel to whom freedom of information requests are to be referred in the first instance.

10. Financial commitment by parties

10.1 *Agreement as to financial contribution*

- (a) Each party agrees that, following any decision by APMC pursuant to 4.1(c), it will become bound to make the financial contribution strictly in accordance with the APMC decision; and
- (b) The parties acknowledge that other financial commitments may be made by, or jointly entered into, from time to time between any of the parties or jurisdictions as decided or agreed between them; and
- (c) Where jurisdictions are liable to make contributions or other payments to CrimTrac, these payments will be made in a timely fashion in accordance with agreed procedures.



10.2 Integrity of parties' finances and processes

For the removal of doubt:

- (a) The funds provided by the Commonwealth in establishing CrimTrac and including, but not limited to, the new National Automated Fingerprint Identification System, the National DNA Criminal Investigation System, National Child Sex Offender System and integrated police access to national operational policing data will be spent in accordance with Commonwealth budgetary appropriation of those funds; and
- (b) nothing in this Agreement is intended to qualify or affect in any way the rights of any of the parties to make decisions about the expenditure or commitment of their own funding; and
- (c) nothing in the administrative arrangements under this Agreement is intended to be inconsistent with the arrangements for the administration of an Executive Agency under the Public Service Act 1999.

11. Variation of Agreement

11.1 *This Agreement may be varied from time to time by the unanimous agreement of the parties.*

11.2 *A variation pursuant to this clause shall be in writing, signed by all parties to this Agreement, and notice thereof shall immediately following such signature be given to all the parties.*

12. Addition of parties

12.1 *Other parties may become signatories to this Agreement following the unanimous resolution of APMC, from time to time.*

13. Withdrawal from agreement

13.1 *A party to this agreement may, by written notice to all other parties, withdraw from this Agreement and such notice shall take effect six months from the date of that notice, but shall not release that party from meeting its agreed funding commitments unless this is agreed by all the parties.*

13.2 *On withdrawal of a party, the party will have no right to claim compensation or payment in respect of any assets (including intellectual property rights) or monies which it has contributed to CrimTrac.*

14. Termination

14.1 *Termination*

This Agreement may be terminated at any time by agreement in writing by all the parties and under any terms and conditions as agreed by all the parties.

Signed and witnessed by

(names of Police Ministers signing on behalf of jurisdictions)



Schedule 2

Charter of Governance

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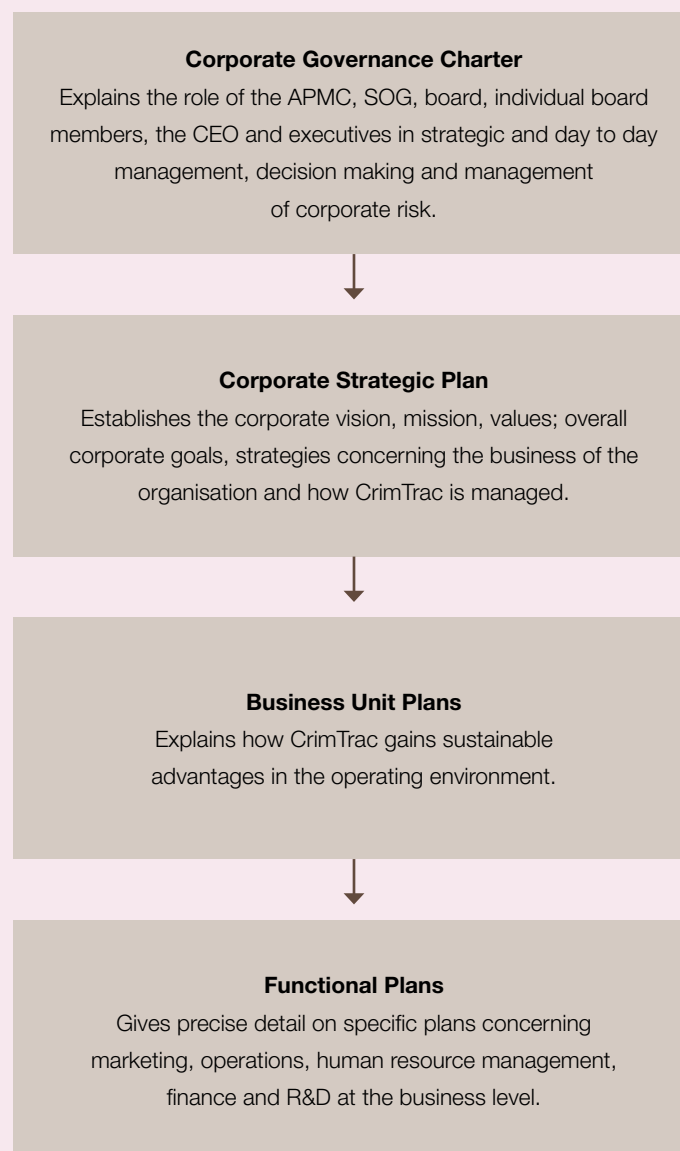
Introduction

A charter is “a written instrument or contract; a written document... giving privileges (and) rights...; a special privilege or immunity; certificate of incorporation taken in connection with the law under which a corporation is organised”¹

In a Corporate Governance Charter we are describing:

“A written policy document that clearly defines the respective roles, responsibilities and authorities of the Board of directors, both individually and collectively, and management in setting the direction, the management and control of the organisation.”²

The role of the Corporate Governance Charter within the hierarchy of organisational planning is illustrated in the figure below:



¹ A definition of charter according to the Macquarie Dictionary.

² Competitive Dynamics, The Corporate Governance Charter, Public Sector Mapping Agencies, Corporate Governance Materials, September 1999, p. 21.



The Corporate Governance Charter provides the guiding principles for the board and senior executive on matters of corporate governance and for the planning activities in the organisation. It also demonstrates transparency in the way the organisation is structured and managed.

There are four stages to developing an effective program of corporate governance:

Defining governance roles

The collective agreement on the role of the CrimTrac Board of Management (board) is set out, along with the roles of key corporate governance positions.

Improving board processes

Issues such as meeting procedure, agendas, board papers, minutes and committees are elaborated to ensure that they contribute to effective processes.

Defining key board functions

Key functions of the board are examined and the board's expectations (both collectively and individually) are clearly outlined. Topics include delegation of authority, the role of the board in formulating strategy, the service and advisory role of the board, the expectations placed on board members, and a clearly defined CEO evaluation process.

Continuing improvement

An effective Corporate Governance Charter is employed to publish the outline of procedures and processes used to ensure continuing improvement of corporate governance performance.

Many elements of this Corporate Governance Charter have been defined in the Inter-Government Agreement to establish and operate CrimTrac (2000) (IGA).



Defining governance roles

The overarching governance structure for the CrimTrac Agency (CrimTrac) includes the Australasian Police Ministers Council and its advisory body, the Senior Officers Group, the CrimTrac Board of Management and its advisory group, the Strategic Issues Group.

The CrimTrac Inter-Governmental Agreement (IGA) provides for the following:

1. Australasian Police Ministers Council (APMC)

- 1.1 On advice from the Senior Officers Group, the APMC:
 - (a) considers and endorses the high level strategic policy directions for CrimTrac;
 - (b) approves the CrimTrac Strategic Plan;
 - (c) approves the development of initiatives for CrimTrac which require legislation or special funding consideration;
 - (d) approves the policy on data control and release of information to third parties; and
 - (e) considers and approves the appointment of members to the CrimTrac Board of Management (board) in accordance with provisions of the IGA.

2. Senior Officers Group (SOG)

- 2.1 The SOG, as the recognised professional advisory body on policing issues:
 - (a) advises APMC in relation to CrimTrac, in particular on matters related to the CrimTrac Strategic Plan, initiatives which require legislative or special funding consideration, policy on data control and release of information, and on the appointment of board members;
 - (b) performs such functions as determined from time to time by resolution of APMC; and
 - (c) appoints non-voting members of the board.
- 2.2 The SOG will consider briefings and papers prepared by the CrimTrac Agency through the board.


3. CrimTrac Board of Management (board)

- 3.1 The role of the board is formally defined in the IGA to establish and operate CrimTrac. The role is to be responsible and accountable for the efficient and effective delivery of the CrimTrac initiative.³
- 3.2 Specifically, the responsibilities and functions of the board are to:
 - (a) oversee the operation and financial management of CrimTrac;
 - (b) recommend new initiatives for CrimTrac which require legislative or special funding consideration, and oversee the implementation of agreed new initiatives;
 - (c) monitor annual work plans of CrimTrac;
 - (d) approve and monitor, for each programme⁴, the evolving business case;
 - (e) be satisfied as to the implementation of appropriate data access controls, security and privacy regimes; and
 - (f) recommend to the relevant Commonwealth minister the appointment of the Chief Executive Officer (CEO) and to monitor the performance of the CEO⁵.

³ Section 5.1 of the Inter-Government Agreement to establish and operate CrimTrac.

⁴ The IGA refers to projects however this has been interpreted as CrimTrac programmes.

⁵ IGA, Section 6.1

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- 3.3 The board will be responsible for the adoption within CrimTrac of business practices to ensure appropriate prudential standards are maintained including:
- (a) ensuring that financial statements of CrimTrac are audited by the Commonwealth Auditor-General;
 - (b) ensuring accounts are available upon request to jurisdictions; and
 - (c) keeping accounting records that properly record and explain CrimTrac's transactions and financial position, which enable the preparation of financial statements and which allow the convenient and proper auditing of financial statements.
- 3.4 The board will acknowledge that as a Commonwealth agency, CrimTrac has accountabilities to the relevant Commonwealth minister and through the minister to the Parliament of Australia.

4. Board structure

- 4.1 The board is constituted as follows:
- (a) One voting member who is nominated by the Commonwealth.
 - (b) Two voting members who are appointed from the large jurisdictions such that the nominees of two separate large jurisdictions are appointed.
 - (c) Two voting members who are appointed from the small jurisdictions such that the nominees of two separate small jurisdictions are appointed.
 - (d) Two non-voting members who are appointed by the Senior Officers Group to provide specialist advice in each of the following areas:
 - i) information technology; and
 - ii) finance.
- 4.2 The board may call upon such other expert assistance, for example in the area of biometrics, as it considers necessary.
- 4.3 Members will generally be appointed for a term of three years. There will be a rotation of members of the board to ensure that each jurisdiction is represented on an equitable basis in accordance with the requirements set out in this section.
- 4.4 The rotation of board members is to be determined by the APMC with a view to ensuring a reasonable level of stability within the membership of the board.
- 4.5 The chairperson is elected by the board from among the voting board members.
- 4.6 Where the chairperson is absent from a meeting, the board is to elect another voting member of the board who is present at that meeting to act temporarily as chairperson.
- 4.7 A quorum for a meeting of the board is four voting members.
- 4.8 A member of the board may, at any time, appoint in writing a deputy to act in their absence and any deputy so appointed may, in the absence of the member, exercise all the powers and functions of the member and their presence will be deemed to be the presence of the member.
- 4.9 At a meeting of the board, each voting member will have one vote and the chairperson must not have the casting vote.
- 4.10 The decisions of the board must be carried by majority.
- 4.11 The board is to meet as necessary, but at least four times in each financial year.
- 4.12 The board must develop protocols to ensure that the interests of all jurisdictions are considered in its deliberations.
- 4.13 Any decision of the board involving expenditure of the initial Commonwealth funding of \$50 million requires the agreement of the Commonwealth member.



5. Individual board members

- 5.1 A CrimTrac board member, although not bound by the Corporations Act, will recognise its principles and should therefore accept responsibility for the overall successful operations of CrimTrac including:
- (a) financial operations and solvency;
 - (b) all matters as prescribed by law; and
 - (c) the strategic direction of CrimTrac.
- 5.2 A board member must perform his or her duties diligently and in good faith and, in particular, must endeavour to attend board meetings regularly.
- 5.3 A board member will adopt statutory and common law models of directors' duties and will:
- (a) discharge his or her duty in good faith, honestly and in the best interests of CrimTrac, with the of level and skill and care expected of a director of a major company;
 - (b) use the powers of office for a proper purpose, in the best interest of CrimTrac as a whole;
 - (c) act with required care and diligence, demonstrating commercial reasonableness in his or her decisions;
 - (d) as part of the fiduciary duty owed to CrimTrac, avoid conflicts of interest and declare and record any potential conflict between jurisdictional and CrimTrac interests;
 - (e) act for the benefit of CrimTrac;
 - (f) not make improper use of information gained through his or her position as board member;
 - (g) not take improper advantage, financial or otherwise, of his or her position as board member; and
 - (h) not allow personal interests, or the interests of an associated person, to conflict with the interests of CrimTrac.
- 5.4 Board members will receive appropriate induction material to assist in their role. (refer section 30.1)
- 5.5 As there is the occasional need for board members to be contacted urgently, board members should leave with the board secretariat any contact details, either for themselves or for a person who knows the location of the board member, so that board members can be contacted within 24 hours in cases of out of session or other urgent business.

6. Chairperson

- 6.1 The chairperson is elected by the board from among the voting board members. The term is to be the lesser of the duration of the board member's term or a period of three years.
- 6.2 Where the chairperson is absent from a meeting, the board will elect another voting member of the board who is present at that meeting to act temporarily as chairperson.
- 6.3 The chairperson will:
- (a) chair board meetings;
 - (b) establish the agenda for board meetings in consultation with the CEO;
 - (c) be entitled to vote on decisions of the board but not make a casting vote;
 - (d) be a major point of contact between the board and the CEO;
 - (e) be kept fully informed of day to day happenings by the CEO on all matters that may be of interest to board members;
 - (f) regularly review, with the CEO and other senior officers as the CEO recommends, progress on important initiatives and significant issues facing CrimTrac;
 - (g) provide mentoring to the CEO, and in consultation with the relevant Commonwealth minister, negotiate the annual performance agreement with the CEO;
 - (h) chair the CEO evaluation process; and
 - (i) commence the annual process of board evaluation.



7. Board secretariat

- 7.1 The board secretariat will:
- (a) ensure that the agenda and board papers are forwarded to board members at least 14 days before the board meeting;
 - (b) write and maintain the minutes of board meetings;
 - (c) ensure that all requirements of governance policies are fully met;
 - (d) subject to provisions for shorter notice of a board meeting, the secretariat must notify board members in writing at least 14 days in advance of a meeting of the board; and
 - (e) review draft board papers to assure quality standards.

8. Chief Executive Officer (CEO)

- 8.1 The CEO is appointed by the Minister for Justice and Customs on the recommendation of the board.
- 8.2 The CEO is responsible to the board for the effective delivery of services in accordance with the board's functions and responsibilities.
- 8.3 The CEO will lead CrimTrac and ensure that all CrimTrac operations are compliant with relevant Commonwealth, State and Territory laws.
- 8.4 The CEO is responsible for the ongoing management of CrimTrac in accordance with the strategic policies and programmes, endorsed by the board and approved by the APMC, to achieve agreed goals as defined in the CEO's performance agreement.
- 8.5 The CEO's responsibilities include:
- (a) specific requirements of the CEO's performance agreement;
 - (b) developing, with the board, a consensus for CrimTrac's vision and direction;
 - (c) constructing with CrimTrac's management team, programs to implement this vision. These programs are to be detailed in business and operational plans;
 - (d) endorsing the terms and conditions of appointment of executives and other staff members;
 - (e) providing strong leadership to, and effective management of, CrimTrac in order to encourage cooperation and teamwork, build and maintain staff morale at a high level and build and maintain a strong sense of staff identity with, and a sense of allegiance to, CrimTrac;
 - (f) signing agreements with third parties under board, departmental or agency delegations;
 - (g) ensuring a safe workplace for personnel;
 - (h) carrying out day to day management of CrimTrac;
 - (i) forming committees from time to time to assist in the orderly conduct and operation of CrimTrac; and
 - (j) keeping the board informed, at an appropriate level, of all the CrimTrac activities.



9. Strategic Issues Group (SIG)

- 9.1 The SIG is established to advise the board by;
- (a) identifying obstacles to operational delivery of the agreed CrimTrac IGA deliverables and other board endorsed programmes, legal, policy, resourcing and other issues;
 - (b) identifying required action to assist CrimTrac to mitigate or remove obstacles to manage and improve the existing programs prioritised in the CrimTrac Strategic Plan;
 - (c) identifying resource gaps and options for sustainability of the CrimTrac initiative;
 - (d) providing the board with proposed strategies to achieve CrimTrac's programmes;
 - (e) providing ongoing strategic and policy advice to the board and to CrimTrac;
 - (f) reviewing progress of implementation of agreed strategies;
 - (g) providing input into the board's business planning; and
 - (h) undertaking tasks and activities at the direction of the board.

10. CrimTrac Audit Committee

- 10.1 An audit committee, as a crucial component of corporate governance, is fundamental to assisting the CEO and the board to:
- (a) ensure all key controls are operating effectively
 - (b) ensure all key controls are appropriate for achieving corporate goals and objectives; and
 - (c) meet their statutory and fiduciary duties.
- 10.2 The Financial Management and Accountability Orders 2005 (FMA Orders) provide that the functions and responsibilities of an audit committee include:
- (a) the approval of internal annual and strategic audit plans of the agency;
 - (b) the review of all audit reports involving matters of concern to senior management of the agency, including the identification and dissemination of good practices;
 - (c) the provision of advice to the CEO on action to be taken on matters of concern raised in a report of the internal auditors or in a report of the Auditor-General concerning the agency;
 - (d) as far as practicable, the coordination of audit programs conducted by internal auditors and those conducted by the Auditor-General; and
 - (e) the provision of advice to the CEO on the preparation and review of financial statements of the agency.
- 10.3 The audit committee has specific responsibilities in relation to the agency's control framework, external accountability, legislative compliance and internal as well as external audits. These are set out as special responsibilities of Chief Executives in the FMA Orders, published by the Department of Finance and Administration.
- 10.4 The Chair of the audit committee will provide a business report to the board every six months.



11. CrimTrac Executive Group

11.1 The CrimTrac Executive Group (the executive) consists of the CEO and the following executive-level senior managers, as determined by the CEO, from time to time:

- (a) Director of Business Operations;
- (b) Director of Strategic Support and Communications;
- (c) Director of Information Technology Services;
- (d) Director of Financial and Business Services;
- (e) CrimTrac Police Reference System Programme Manager;
- (f) National Criminal Investigation DNA Database Programme Manager; and
- (g) Director of the National Automated Fingerprint Identification System.

Primary responsibilities

11.2 Members of the executive assist the CEO in maintaining the strategic direction that is set for CrimTrac by the APMC. The executive is further guided by specific resolutions of the board to ensure the delivery of CrimTrac objectives as set out in the Inter-Governmental Agreement to establish and operate CrimTrac.

11.3 This group considers and takes decisions on matters of corporate and governmental significance, subject to any specific legal obligations to which the CEO is subject. The executive shares the primary responsibilities of:

- (a) planning and reporting on programmes and initiatives that achieve CrimTrac's objectives;
- (b) monitoring key result areas and maintaining general oversight of staff⁶ contributions to critical success factors; and
- (c) ensuring that CrimTrac is adequately staffed, resourced and managed to achieve its objectives.

Secondary responsibilities

11.4 Members of the executive assist the CEO in accounting for CrimTrac's activities and expenditures to the Office of the Minister for Justice and Customs and to the Senate Estimates Committee each year.

11.5 In addition to the leadership and management responsibilities specific to their areas of responsibility, members of the executive are also required to:

- (a) provide high-quality advice to the CEO on matters requiring a decision;
- (b) assist in developing, maintaining and implementing the CrimTrac Strategic Plan and associated business unit plans and functional plans;
- (c) monitor CrimTrac programme and project activity;
- (d) contribute to the formulation and monitoring of the CrimTrac annual budget;
- (e) initiate high-level liaison with Commonwealth agencies and CrimTrac clients;
- (f) manage, support and mentor staff and provide the CEO with early notice of general staffing issues;
- (g) deputise for the CEO from time to time;
- (h) promote APS values and the APS Code of Conduct and the maintenance of good staff morale throughout the Agency;
- (i) report on or deal with matters of general administration affecting CrimTrac; and
- (j) chair specific workplace committees as determined by the CEO.

⁶ For the purpose of this document, staff includes ongoing and non-ongoing APS personnel, contractors, consultants, secondees and any other specialists working for the agency at any point in time.



Meetings

- 11.6 The executive will meet as required but generally no less frequently than once per fortnight. Executive meetings will be no longer than is required to deal with all items on the meeting agenda.
- 11.7 Minutes of executive meetings will be kept and communicated to staff as soon as is practicable following their endorsement by all executive members.

Attendance at meetings


- 11.8 Executive meetings will be attended by executives or by persons formally acting in the capacity of an executive, plus a secretary and a minimum number of other CrimTrac staff essential to matters under discussion.
- 11.9 Attendance by the staff representative is important and welcome, in order to convey staff issues to the executive. The staff representative may raise staff issues early in the meeting, contribute to discussion and resolution and then leave the meeting.
- 11.10 Executive meetings will also devote time to review projects, hence project managers may be required to attend. They will generally be required to provide only brief verbal summaries but will be required to table written briefs for any significant matters or problems requiring resolution by the executive. Project managers will be advised of the meeting agenda and will be invited to attend if there are any substantive issues to be discussed or resolved in their programme.

Executive protocols

- 11.11 The executive has agreed that as a team it will:
- (a) recognise and respect the strengths that each person brings to the team;
 - (b) support decisions made by the executive whether popular or not;
 - (c) be candid and honest and ask the tough questions in the executive environment;
 - (d) meet agreed timetables and respect each other's time;
 - (e) help people when they need help;
 - (f) ensure the right outcomes are achieved against agency objectives and monitor progress;
 - (g) ensure staff are fully informed on strategic and operational issues impacting on CrimTrac, while acknowledging relevance, security and confidentiality issues;
 - (h) focus on the business that matters and delegate the rest; and
 - (i) allow subordinate staff to perform their tasks and manage their projects without undue hindrance or interference but within agreed reporting and performance parameters.

The executive believes that all CrimTrac staff should:

- (a) try to solve problems before escalating them and then, where possible, design a possible solution rather than hand-off a problem;
- (b) resolve differences through mutual respect and face to face meetings;
- (c) accept questioning and suggestion without recrimination;
- (d) move quickly to respond to rumours and inaccurate information;
- (e) work hard, laugh more and help each other;
- (f) demonstrate commitment to and enthusiasm for the important job that we do; and
- (g) seek to achieve balance between work and home lives, without neglecting primary CrimTrac responsibilities.



12. Steering committees⁷

12.1 A steering committee takes responsibility for the business issues and outcomes associated with a project to ensure that issues are addressed and the project remains under control. The five main functions of a steering committee are the:

- (a) approval of changes to the project and its supporting documentation;
- (b) monitoring and review of the project;
- (c) provision of assistance to the project when required;
- (d) resolution of project conflicts; and
- (e) formal acceptance of project deliverables.

13. Project Coordination Committee (PCC)

13.1 The PCC maintains, as owner, the CrimTrac Programme and Project Management Framework (CPPMF) and ensures the effective coordination of projects within the Agency. Within this context the PCC reviews, endorses, coordinates and monitors CPPMF projects against agreed parameters and defined priorities.

Specifically the PCC has the authority to:

- (a) appoint, on internally run projects, the project steering committee members and the project manager;
- (b) recommend to the board, if board approval is required, steering committee membership and a project manager;
- (c) make recommendations to the CEO on business cases;
- (d) sign off on all project initiation and project plans, including budget; and
- (e) make recommendations to the CEO on any exception or significant change to the project they believe necessary.

The PCC has the following roles and responsibilities:

- (a) to receive advice on and consider all potential projects;
- (b) to determine what is a project for the purposes of applying the CPPMF;
- (c) to endorse new project proposals for presentation to the relevant party (CEO, project sponsor or board of management);
- (d) to 'coordinate' projects through the establishment of priorities among agency resources based on available finances, resources, and operational and political imperatives;
- (e) to resolve conflicts between projects in relation to competing demands on resources and schedules;
- (f) to monitor the progress of projects through the review of highlight and exception reports and provide appropriate advice to the project steering committee as it sees fit;
- (g) to assist in the identification of risks;
- (h) may act as the steering committee for internal CrimTrac projects until a project owner is formally established;
- (i) to be the owner of the CPPMF and associated documentation;
- (j) to oversight an audit programme of current projects; and
- (k) to receive reports from the ITIL problem manager.

⁷ Project Management – Tasmanian State Government – <http://www.projectmanagement.tas.gov.au>



14. User advisory/working groups

- 14.1 These groups, established in specific programme or business areas support effective and timely development of nationally consistent responses to common issues which are representative of all jurisdictions. In developing policy advice, the groups undertake consultation with appropriate key stakeholders in an effort to develop national approaches.
- 14.2 Advisory groups will consist of at least one representative from each of the states, territories and the Commonwealth who have the capacity to:
- (a) make recommendations on project or business issues on behalf of their jurisdictions;
 - (b) represent authoritatively the position of their jurisdiction on project or business issues; and
 - (c) have access to technical and expert advice as required.
- 14.3 CrimTrac presently coordinates the efforts of these groups in relation to NAFIS, NCIDD, CPRS, ANCOR and NCHRC.

Improving board processes

15. Board meetings

- 15.1 Meeting arrangements are:
- (a) The board will meet at least four times per annum, usually quarterly.
 - (b) Alternatively a board meeting can be convened when:
 - (i) the board or chairperson determines; and/or
 - (ii) three voting board members call a meeting.
 - (c) In such situations, a minimum of 14 days notice must be given.
 - (d) Meetings will occur at places agreed to by the chairperson and/or the board.
 - (e) Attendees will comprise all board members, the CEO, CrimTrac executives scheduled to give presentations, and other relevant parties with the guidance and agreement of the chairperson.

16. The board meeting agenda

- 16.1 An annual board work program must be maintained. This guides future board meeting agendas and will assist in the scheduling of key decisions.
- 16.2 The draft agenda will be prepared by the CEO in consultation with the chairperson.
- 16.3 The board secretariat will assist the CEO in preparing the annual board work program and draft agendas. The final agenda must be ratified by the chairperson or, in his or her absence, another voting board member.
- 16.4 Meetings are to be recorded, but only for the purposes of writing up minutes. Once minutes are agreed, the recording will be deleted.
- 16.5 Matters arising from the minutes will normally cover any item from previous minutes about which any member requires further information or a progress report, and which will not be raised in the main body of the meeting.
- 16.6 In the first instance, the chairperson will flag matters for reporting.
- 16.7 At the end of the chairperson's flagged 'Items Arising', any other member is free to raise any other item.



- 16.8 Items will either be dealt with as raised, or will be noted where in the agenda the item is planned to be discussed.
- 16.9 Each item raised and the response will be recorded in the minutes of the meeting.
- 16.10 A formal record of any decision taken in closed sessions is to be made.
- 16.11 Major correspondence (correspondence received by the chairperson or by CrimTrac about which board members should be aware) will be included in board papers.
- 16.12 Major correspondence will normally be 'for noting', but a board member may ask for any item to be discussed.
- 16.13 The CEO's report is a key component of board meetings. It is through this report that board members are updated on CrimTrac's operations and activities and are directed to critical issues. It also serves as documentary evidence of the extent that board members ask to be kept informed and were kept informed of CrimTrac's activities.
- 16.14 The CEO's report is provided in a written format and is normally expanded verbally by the CEO at the meeting. The written report must be included with the board papers, circulated 14 days before the meeting, and contain information on:
- (a) overall financial performance;
 - (b) key performance indicators;
 - (c) staffing activities;
 - (d) marketing/promotional activities;
 - (e) operational matters;
 - (f) R&D matters;
 - (g) committees;
 - (h) progress on the strategic plan;
 - (i) due diligence (including risk management and compliance); and
 - (j) any other significant items.
- 16.15 The CEO may delegate the writing of various sections of the report.
- 16.16 If a decision is required on any aspect of the CEO's report not included elsewhere in the agenda, the report will contain the recommended resolution.
- 16.17 A report on finances will be tabled at each regular board meeting and at other times when requested by a majority of members. Members are also encouraged to seek advice from the Director of Finance and Business Services on financial matters at any time.
- 16.18 The Director of Finance and Business Services will present financial statements for the financial period.
- 16.19 The Director of Finance and Business Services will report on any significant variation from budget and will outline financial and non-financial performance indicators.
- 16.20 Where the board has established working parties, these will report on progress at each meeting.
- 16.21 Where a decision is required, a recommended resolution will be included with the papers.
- 16.22 Relevant subject experts from CrimTrac are to be available if required, and present at the meeting when meetings are held in Canberra.



17. Board papers

- 17.1 The CEO together with the board secretariat is responsible for the preparation and circulation of board papers.
- 17.2 All board papers must be circulated to board members and other police commissioners to arrive a minimum of 14 days before the board meeting.
- 17.3 No papers requiring consideration or decision can be tabled at the board meeting except with unanimous resolution of the board.
- 17.4 At minimum, board papers must contain:
 - (a) minutes of the previous meeting;
 - (b) agenda;
 - (c) major correspondence;
 - (d) CEO's report;
 - (e) CFO's report;
 - (f) key performance indicators; and
 - (g) board submissions requiring decisions.
- 17.5 Papers should be clearly marked as information papers or decision papers.
- 17.6 All decisions should commence with the recommended resolution.
- 17.7 All board papers should conform to the approved CrimTrac template.

18. Board minutes

- 18.1 Minutes will contain brief points of relevant discussion plus the official resolution adopted by board members.
- 18.2 All decisions will be recorded by means of a formal resolution.
- 18.3 The chairperson will read the precise resolution before the board and ask for all in favour and those against. The exact wording will be recorded and whether the resolution was carried or defeated, but will not contain the number of votes.
- 18.4 Board members who dissent may ask to have their position noted in the minutes.
- 18.5 Minutes will be prepared in draft form by the secretariat to the board and provided to the chairperson through the CEO for changes within three working days of the meeting.
- 18.6 Once the board has adopted the minutes they cannot be amended.
- 18.7 The board secretariat will maintain a complete set of board papers at CrimTrac's office.
- 18.8 Decisions of a policy nature will also be recorded in CrimTrac's policy manual. This is a joint responsibility of the board secretariat and the CEO.
- 18.9 It is recommended that each board member and other police commissioners also maintain a complete set of board papers. Newly appointed board members may request back copies of board papers by arrangement with the CEO.

19. Annual board calendar

- 19.1 An annual board calendar will be prepared by CrimTrac outlining key functions including:
 - (a) CEO review of planned activities;
 - (b) executive and project manager presentations;
 - (c) committee meetings;
 - (d) strategy;
 - (e) budgets; and
 - (f) consideration of planned strategic and policy papers.



Key board functions

20. Decision-making authority

- 20.1 The following matters must be referred to the board for decision/approval:
- (a) budgets;
 - (b) any capital item for expenditure not included in the budget;
 - (c) any major change of policy including marketing, human resources, financial and operations; and
 - (d) any proposed change to strategic direction.
- 20.2 The following matters should be reported to the board or appropriate committee for advice/noting:
- (a) bad debts in excess of 90 days;
 - (b) any potential legal action against CrimTrac; and
 - (c) any non-routine financial claim against CrimTrac.
- 20.3 Out of session papers can be initiated for any urgent decision that cannot reasonably wait until the next board meeting. Agreement to out of session papers must be signed by all board members.
- 20.4 Decisions on out of session papers will be entered in the minutes. If not signed by all board members, the item will be deferred until the next board meeting.

21. Monitoring

- 21.1 In order to assess CrimTrac's performance, the board will monitor key performance indicators on:
- (a) organisational health;
 - (b) outcomes and outputs; and
 - (c) financial health.
- 21.2 The CEO is charged with implementing appropriate compliance systems within CrimTrac.
- 21.3 The CEO report will include a compliance report for each board meeting.
- 21.4 The compliance report will contain statements that CrimTrac is meeting its requirements under the various requirements or legal responsibility for board members or notify board members of any issue, concern or significant actions taken. Areas for coverage on an exception basis include:
- (a) occupational health & safety;
 - (b) environment;
 - (c) trade practices;
 - (d) insurance;
 - (e) privacy;
 - (f) freedom of information; and
 - (g) financial solvency.
- 21.5 The CEO is charged with implementing appropriate risk management systems within CrimTrac. Aspects of this process can be delegated.
- 21.6 As part of the CEO report, a risk report will be included for each board meeting. The risk report will highlight risk areas identified in the risk management plan.
- 21.7 The risk report will contain statements that notify board members of any issue of concern.



22. Strategy

- 22.1 The board and police commissioners are to be involved in developing the CrimTrac Strategic Plan.
- 22.2 The CrimTrac Strategic Plan must be approved by the APMC, through the SOG, and submitted to the Minister for Justice & Customs for information.
- 22.3 Progress on the strategic plan will comprise part of the CEO's board report as appropriate.
- 22.4 The strategic planning cycle is:
 - (a) CrimTrac's executive to review the current strategic plan in January each year;
 - (b) discussion of the information and process for strategic planning is covered at the first board meeting of the calendar year;
 - (c) following the first board meeting of the calendar year, details and information are put together for, ideally, a joint board/senior management workshop at the end of March;
 - (d) the draft strategic plan is then discussed and signed off at the May board meeting; and
 - (e) changes to the plan are then submitted to SOG and APMC.

23. Service/Advising the CEO

- 23.1 A key component of a board member's duties is to provide a 'sounding board' for ideas put forward by the CEO on behalf of CrimTrac.
- 23.2 Board members should provide frank and honest advice and direction to the CEO.
- 23.3 All advice and direction should be constructive in nature and provided in a positive manner.
- 23.4 Board members should recommend possible alternative advisers if they do not feel adequately qualified to assist.

24. Providing access to key resources

- 24.1 Board members are expected, where appropriate, to employ relevant contacts in furthering CrimTrac's interests.
- 24.2 Board members are expected to actively promote CrimTrac where the subject arises during their external interactions.

25. CEO evaluation

- 25.1 CEO evaluation is undertaken by the full board with the process coordinated by the chairperson.
- 25.2 CEO evaluation will utilise both quantitative and qualitative measures.
- 25.3 Initial goals, both qualitative and quantitative will be discussed and agreed by the board during the first board meeting of the calendar year.
- 25.4 CEO evaluation will occur at least annually and more frequently if the board requires it. The annual evaluation by the board will be completed in March each year.
- 25.5 The chairperson will prepare a report on the evaluation of the CEO's performance for board review and agreement after discussion with the CEO.
- 25.6 The evaluation is then provided to the Minister for Justice and Customs.



Continuing improvement

26. Board member protocol

- 26.1 Board members will adhere to the following protocol when seeking information on CrimTrac:
- (a) approach the CEO in the first instance;
 - (b) if this is unsuccessful, discuss the issue with the chairperson; and
 - (c) if information is still not forthcoming, write a letter to all board members and the CEO detailing the information required and purpose of the information.

27. Board evaluation

- 27.1 Each year the board's performance will be evaluated against performance criteria.
- 27.2 The chairperson will coordinate this evaluation.
- 27.3 Findings of this evaluation will be tabled at the first meeting after 1 July each year.

28. Board member development

- 28.1 In order to continually improve board performance, all board members are encouraged to undergo continual professional development relevant to their CrimTrac exposure.
- 28.2 A budget for board member development is included in the human resource management budget. Board members wishing to undertake development activity at CrimTrac expense should discuss this with the chairperson.

29. Board member induction

- 29.1 New board members will be offered induction into their role on the board. Information conveyed to the new board member will include:
- (a) details of responsibilities with an outline board performance indicators;
 - (b) details of legal requirements, exposure and insurance/indemnities;
 - (c) CrimTrac Corporate Governance Charter; and
 - (d) an incoming brief on the CrimTrac Agency and a copy of the most recent CrimTrac Annual Report to Parliament.

30. Staff relations and consultation

- 30.1 CrimTrac recognises that excellent cooperation, collaboration, communication and consultation are features that help create high performing teams. CrimTrac management will model and promote these attitudes.
- 30.2 CrimTrac management will consult with staff on all relevant workplace issues.
- 30.3 CrimTrac values diversity of ideas, knowledge, skills, experience and backgrounds as this increases the potential for understanding and creativity.



31. Staff meetings

31.1 A general meeting for all staff, contractors and secondees will be held at least once a month.

31.2 The standing agenda items for the staff meetings are:

- (a) security update
- (b) apologies
- (c) staff movements and recruiting
- (d) reports: projects/executives/teams
- (e) board of management
- (f) other business
- (g) details of next meeting

