

DEED OF OBLIGATIONS

DEED POLL dated 20

.....
(insert name)

of

.....
(insert address)

(Meat Safety Inspector)

RECITALS

- A. The Meat Safety Inspector is qualified to provide post-mortem meat safety inspection services as an authorised officer in relation to the processing of meat under the *Export Control Act 1982* (Cth) (**Export Control Act**).
- B. In providing those inspection services at Registered Establishments listed at Schedule 1 to this Deed, the Meat Safety Inspector has agreed to comply with the obligations set out in this Deed.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 Definitions

In this Deed, unless the context otherwise requires:

AQIS is the Commonwealth of Australia as represented by the Australian Quarantine and Inspection Service, Department of Agriculture, Fisheries and Forestry.

AQIS Authorised Officer means a Meat Safety Inspector who is authorised under section 20 of the *Export Control Act* to perform the Services for the purposes of AEMIS.

AQIS Authorised Office Uniform means the following uniform:

- (a) a shirt, trousers and coat (where applicable) which are white in colour;
- (b) one breast of the shirt and / or coat has the words "AQIS Authorised Officer" embroidered or otherwise permanently applied to the clothing. These words must comply with the following specifications and be positioned so they are visible even if an apron is worn:
- (i) across three lines;
- (ii) in red text colour;

- (iii) in "Times New Roman" font;
 - (iv) with the uppercase letters about 2.5cm in height (100 font); and
 - (v) with the lower case letters about 1cm in height (48 font);
- (c) a head covering which is white in colour and complies with the Registered Establishment's hygiene and occupational health and safety policies; and
- (d) boots which comply with the Registered Establishment's hygiene and occupational health and safety policies,

or as otherwise required by AQIS from time to time.

AQIS OPV means the AQIS on-plant Veterinarian appointed and on duty at the Registered Establishment at which the Meat Safety Inspector is performing Services.

AEMIS means the Australian Export Meat Inspection System.

Australian Meat Standard means the Australian standard for the hygienic production and transportation of meat and meat products for human consumption (AS 4696).

Commencement Date is the date referred to in clause 2, being the date on which the Deed commences.

Commonwealth means the Commonwealth of Australia.

Confidential Information means information that:

- (a) is by its nature confidential;
- (b) is treated by a party or the parties as confidential; or
- (c) a party or the parties know or ought to know is confidential;

except information that is or becomes public knowledge otherwise than by breach of this Deed.

Deed is this deed poll and includes any schedules and annexures.

Meat Safety Inspector means [insert full name of the Meat Safety Inspector executing this Deed].

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Registered Establishment has the same meaning as in the Export Control Act.

Services means post mortem meat safety inspection services performed at any of the Registered Establishments listed at Schedule 1 on [specify relevant species], in accordance with the Australian Meat Standard, the Export Control Act and subordinate legislation (including, but not limited to, the *Export Control (Meat and Meat Products) Orders 2005*), and the instrument appointing the Meat Safety Inspector as an authorised officer pursuant to section 20 of the Export Control Act.

Term means the term of this Deed under clause 2.

1.2 Interpretation

In this Deed, unless the contrary intention is indicated:

- (a) a reference to an Act is a reference to an Act of the Commonwealth, State or Territory of Australia, as amended from time to time, and includes a reference to any subordinate legislation made under the Act;
- (b) a reference to a clause includes a reference to a subclause of that clause;
- (c) a reference to a specification, publication, Commonwealth policy or other document is a reference to that specification, publication, Commonwealth policy or document in effect on the Commencement Date, or alternatively, a reference to another version of the document if notified in writing by AQIS to the Meat Safety Inspector.

2. TERM

This Deed commences on [*insert date*] and continues until the date on which the Meat Safety Inspector ceases to be an AQIS Authorised Officer under section 20 of the Export Control Act. Clauses 6 and 7 survive and continue to be binding after cessation of the appointment of the Meat Safety Inspector as an AQIS Authorised Officer.

3. SERVICES STANDARDS

3.1 Services to be performed personally

The Services must be performed personally by the Meat Safety Inspector.

3.2 Performance of the Services

Without limiting specific provisions of this Deed, the Meat Safety Inspector must:

- (a) perform the Services to the satisfaction of AQIS and in accordance with AQIS Standard Operating Procedures and Work Instructions and any lawful directions or instructions issued by AQIS from time to time;
- (b) comply with all legislation, regulations, ordinances, policies and codes relevant to the performance of the Services;
- (c) perform the Services with due care and professional skill and in accordance with the relevant AQIS standard operating procedures and work instructions;
- (d) ensure that the Meat Safety Inspector's performance of the Services and other obligations in this clause 3.2 (including occupational health and safety obligations) takes priority over the Meat Safety Inspector's performance of any other duties or responsibilities (including employee or contractual duties and responsibilities);
- (e) abide by, and perform efficiently and effectively, any and all lawful and reasonable directions or instructions issued by AQIS in accordance or consistent with the terms and scope of this Deed;
- (f) comply with applicable Commonwealth, State or Territory occupational health and safety legislation;

- (g) provide information to AQIS or its nominated agents, advisers and suppliers that is relevant to the Services;
- (h) uphold the values, and behave in a manner that is consistent with the values and code of conduct, of the Australian Public Service (**APS**). The APS values and code of conduct are specified in Part 3 of the *Public Service Act 1999* (Cth).

3.3 Warranty as to expertise, etc.

The Meat Safety Inspector warrants that:

- (a) the Meat Safety Inspector is suitably qualified and has sufficient expertise to perform the Services;
- (b) the Meat Safety Inspector is permitted by or under Australian law to work in Australia and to perform the Services;
- (c) the Meat Safety Inspector is, or will be at the time of performing the Services, an AQIS Authorised Officer; and
- (d) in performing the Services the Meat Safety Inspector will not do anything that will damage the Commonwealth's interests and international standing.

3.4 Responsibilities of the Meat Safety Inspector

The Meat Safety Inspector must:

- (a) be an AQIS Authorised Officer at the time of performing the Services;
- (b) hold a Certificate 4 or Certificate 3 including the module "perform post mortem inspection and make disposition" in *Meat Processing (Meat Safety)*. If the Meat Safety Inspector holds only a Certificate 3, the Meat Safety Inspector must undertake the necessary training and obtain a Certificate 4 qualification within 12 months of the date on which he or she is appointed as an AQIS Authorised Officer. If the Meat Safety Inspector fails to obtain the certificate 4 within the 12 months their authorisation as an AQIS Authorised Officer will be revoked.
- (c) comply with all lawful directions issued by AQIS;
- (d) maintain currency of skills by attending training as required and/or provided by AQIS from time to time;
- (e) record and report condemnations in accordance with AQIS instructions;
- (f) participate in regular reviews conducted by AQIS of the Meat Safety Inspector's performance against objective post-mortem inspection performance standards;
- (g) during any audit of the operations of a Registered Establishment by AQIS or competent overseas authorities, provide such assistance to the auditor as is requested or is reasonably necessary to enable the auditor to perform the audit;
- (h) liaise with, and comply with, any reasonable requests made by AQIS;

- (i) disclose to the AQIS OPV during the Term of this Deed any event or information which relates to or may affect AQIS's satisfaction that the Meat Safety Inspector is a suitable person to be appointed as an AQIS Authorised Officer , including (but not limited to):
 - (i) if the Meat Safety Inspector is convicted of an offence against the *Crimes Act 1914*, another law of the Commonwealth or a law of a State or Territory; or
 - (ii) if the Meat Safety Inspector has outstanding debts or fines owed to the Commonwealth;
 - (iii) if the conditions upon which the AAO is permitted to work in Australia change; and
- (j) wear the AQIS Authorised Officer Uniform at all times while performing the Services and other AQIS approved duties, and ensure that the AQIS Authorised Officer Uniform is not worn at any other times.

4. AUTHORITY TO ACT

- 4.1 The Meat Safety Inspector is authorised by AQIS to act on behalf of AQIS only as provided for in any instrument of appointment that is made in respect of the Meat Safety Inspector under section 20 of the Export Control Act.
- 4.2 The Meat Safety Inspector will only be appointed as an AQIS Authorised Officer *after* having completed required training and having achieved necessary competencies.
- 4.3 The Meat Safety Inspector acknowledges that the Meat Safety Inspector's appointment as an AQIS Authorised Officer can be revoked by the Secretary of the Department of Agriculture, Fisheries and Forestry (or his duly appointed delegate) at any time, without AQIS liability to the Meat Safety Inspector. Circumstances where this could occur include, but are not limited to, when the Meat Safety Inspector :
 - (a) fails to properly conduct himself or herself or fails to perform the Services to the satisfaction of AQIS;
 - (b) engages in any conduct (either inside or outside of the Registered Establishments) which is likely to adversely affect the reputation of AQIS; or
 - (c) is no longer considered by AQIS to be a suitable person to be appointed as an AQIS Authorised Officer.

5. OCCUPATIONAL HEALTH AND SAFETY

5.1 Vaccination

The Meat Safety Inspector is responsible for obtaining a vaccination against Q fever and must, prior to performing the Services, provide to AQIS evidence that they have received a vaccination against Q fever or proof of immunity. Where an applicant identifies only pigs as the species for which AAO status is being sought, evidence of Q fever vaccination or immunity is not required if the applicant does not know their Q fever status.

5.2 Medical Clearance

Without derogating from the Meat Safety Inspector's obligations in this Deed, the Meat Safety Inspector must comply with the requirements of undertaking and maintaining suitable medical clearances.

6. SECURITY AND CONFIDENTIAL INFORMATION

6.1 Compliance with policies

Without derogating from the Meat Safety Inspector's obligations in this Deed, the Meat Safety Inspector must comply with the requirements of the Commonwealth's security policies. The Meat Safety Inspector is entitled to and indeed AQIS must let the Meat Safety Inspector know where the Commonwealth's security policies can be accessed as a condition of their appointment as an AQIS Authorised Officer. The web address for the Commonwealth's security policies is:

[http://www.ag.gov.au/www/agd/agd.nsf/Page/Nationalsecurity_ProtectiveSecurityManual\(PSM2005](http://www.ag.gov.au/www/agd/agd.nsf/Page/Nationalsecurity_ProtectiveSecurityManual(PSM2005)

6.2 Confidential Information

- (a) The Meat Safety Inspector must not, without obtaining the prior written approval of AQIS:
 - (i) use Commonwealth Confidential Information for any purpose other than the performance of the Meat Safety Inspector's obligations under this Deed; or
 - (ii) disclose Commonwealth Confidential Information to any third party, except in accordance with the procedures set out in this clause.
- (b) This clause survives the expiration or termination of this Deed.

6.3 Disclosure to third parties of Confidential Information

The Meat Safety Inspector may disclose Commonwealth Confidential Information to a third party if:

- (a) the Meat Safety Inspector has obtained the prior written approval of AQIS, which approval will not be unreasonably withheld if the Meat Safety Inspector has procured a suitable confidentiality undertaking in respect of the information from the third party; or
- (b) disclosure is:
 - (i) required or compelled by law; or
 - (ii) necessary for the conduct of any legal proceedings arising in relation to this Deed.

6.4 Terms of Deed

The terms of this Deed are not confidential.

7. PROTECTION OF PERSONAL INFORMATION

7.1 Meat Safety Inspector to comply with privacy obligations

- (a) The Meat Safety Inspector must comply with privacy obligations under relevant legislation and warrants that he or she has not acted or omitted to act so as to expose the Commonwealth to a breach of privacy claim.
- (b) The Meat Safety Inspector must not do an act, or engage in a practice, that would breach an Information Privacy Principle under the *Privacy Act 1988* (Cth) if done by or engaged in by AQIS.

8. CONFLICT OF INTERESTS

8.1 Warranty that there is no undisclosed conflict of interests

- (a) The Meat Safety Inspector warrants that at the date of signing this Deed, he or she has informed AQIS, in writing, of any employment or other working relationship that currently exists (or has previously existed) between the Meat Safety Inspector and any Registered Establishment.
- (b) The Meat Safety Inspector warrants that, to the best of his or her knowledge after making diligent inquiry, at the date of signing this Deed no undisclosed conflict of interests (real or perceived) exists or is likely to arise in the performance of the Services.

8.2 Notification of a conflict of interests

- (a) If, during the performance of the Services a conflict of interests arises, or appears likely to arise, the Meat Safety Inspector must:
 - (i) notify the AQIS OPV immediately orally, and if requested in writing;
 - (ii) make full disclosure to AQIS of all relevant information relating to the conflict; and
 - (iii) take such steps as AQIS reasonably requires to resolve or otherwise deal with the conflict.
- (b) Without limiting the circumstances that require notification under clause 8.2(a) above, the Meat Safety Inspector must notify AQIS immediately if he or she is offered a position of management or control in regard to the operations carried on in a Registered Establishment.
- (c) For the purpose of this Deed, a person is taken to manage or control the operations carried on in a Registered Establishment if he or she has:
 - (i) authority to direct the operations, or an important or substantial part of the operations; or
 - (ii) authority to direct a person who has, or would have, authority of the kind referred to in paragraph (i) in the exercise of that authority.

8.3 Meaning of conflict of interests

A conflict of interests includes a conflict of:

- (a) interest and duty; and

SCHEDULE 1 - Establishments

[Insert list of establishments, including name of establishment, location, and registered establishment number]