

Offer for Australian Nationally Co-ordinated Criminal History Check Service

INTRODUCTION

WorkPro, a product of Risk Solutions Australia Pty Ltd, is a web-based employment-related induction and screening solution, purpose-built to assist employers more easily deliver and manage workforce compliance obligations.

The following document formalises the offer and terms of business for the use of WorkPro for the purpose of processing and administering Nationally Coordinated Criminal History Checks (NCCHC) solution and, once signed, becomes a binding Agreement between the Parties.

PARTIES

This Agreement is made between the following Parties:

RISK SOLUTIONS AUSTRALIA PTY LTD (ABN 66 113 726 033), is the Accredited Body referred to in this Agreement, hereinafter referred to as '**WorkPro**', and whose registered address is **Level 8, 3 Bowen Cres MELBOURNE VIC 3004**, and

xxxxxxxxxxxx **ABN** xxxxxxxx, the Customer referred to in this Agreement, whose registered office is xxxxxxxxxxxx and hereinafter referred to as the '**Customer**'.

RECITALS

- A. The Australian Criminal Intelligence Commission (ACIC) administers access to nationally coordinated criminal history checks under the *Australian Crime Commission Act 2002* (Cth) (**ACC Act**). The National Police Checking Service (**ACIC Service**) facilitates access to Police Information and nationally coordinated criminal history checks in partnership with the Australian police agencies in accordance with relevant Australian legislation.
- B. The ACIC Service provides bodies accredited in accordance with the ACC Act with Police Information to support the assessment of the suitability of people in positions of trust, specified fields of endeavour and as required to meet legislative requirements.
- C. The Accredited Body is accredited under Section 46A (5) of the ACC Act and has an Agreement with the ACIC (**ACIC Agreement**) before it is permitted to access the ACIC Service.
- D. In order for the Accredited Body to access the ACIC Service to provide the Customer with services relating to national policing information, the Customer must enter in to an Agreement with the Accredited Body.
- E. The Parties acknowledge that the ACIC has approved the Accredited Body to provide services relating to national policing information to their Customers and agree to enter in to this Agreement.

FEE SCHEDULE

Description	Investment/check
Nationally Coordinated Criminal History Check – Employment (invoiced monthly in arrears)	\$75.00
Nationally Coordinated Criminal History Check – Volunteer (invoiced monthly in arrears)	\$28.75

All fees depicted above will attract GST

NOTE:

We may accept a volunteer check request from you where an applicant has provided their informed consent for a position or role, on the basis that:

- (a) The applicant will:
- i. freely hold the position or perform the role on a voluntary basis; and
 - ii. not be an employee or contractor and will not be entitled to a salary or any other entitlements associated with the position or role, other than payment of out of pocket expenses or
- (b) The applicant is a student undertaking a compulsory vocational placement as a requirement of an Australian-based academic institution or training course.

We will ask you how you have assessed your applicants applying for volunteer checks and expect that you will have evidence to support your submission. It is your responsibility to ensure that you are submitting requests for the correct category. If we find that you have submitted check requests incorrectly or inappropriate we will initiate cost recovery action. The volunteer check category is not available to applicants applying for the Australian Government's Work for the Dole Scheme.

TERMS OF BUSINESS

Interpretation

In this Agreement, unless the contrary intention appears:

- A. headings are for the purposes of convenient reference only and do not form part of this Agreement;
- B. the singular includes the plural and vice-versa;
- C. a reference to one gender includes the other;
- D. a reference to a person includes a body politic, body corporate or a partnership;
- E. if the last day of any period prescribed for the doing of an action falls on a day which is not a Business Day, the action shall be done no later than the end of the next Business Day;
- F. 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;
- G. a reference to AUD\$ means the Australian dollar unless otherwise stated;
- H. 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 Effective Date and updated from time to time, or alternatively, a reference to another version of the document if agreed in writing between the parties;
- I. the word 'includes' in any form is not a word of limitation; and
- J. a reference to a Party includes that Party's administrators, successors, and permitted assigns, including any person to whom that Party novates any part of this Agreement.

1. Definitions

Unless otherwise indicated, terms defined below have the following meaning:
(For a full list of definitions refer to Annexure C).

Applicant means a person in relation to whom the Customer seeks a nationally coordinated criminal history check.

Customer means the organisation using the services of WorkPro

Intellectual Property Rights means industrial and intellectual property rights whether protectable by statute, at common law or in equity, including all copyright and similar rights which may subsist or may hereafter subsist in works or other subject matter, rights in relation to inventions (including all patents and patent applications), trade secrets and know-how, rights in relation to designs (whether or not registrable), rights in relation to registered or unregistered trade-marks, circuit layout designs, but excludes non-assignable moral rights and similar non-assignable personal rights of authors and producers, directors and screenwriters.

Nationally Coordinated Criminal History Check (NCCHC) means a criminal history check conducted, in relation to an Applicant, by the ACIC as part of the ACIC Service and carried out in accordance with the ACIC Agreement between the ACIC and the Accredited Body in relation to the ACIC Service, and the Police Information about an Applicant provided by the Accredited Body to the Customer in a physical or electronic format as a result of the submission of the nationally coordinated criminal history check Application.

RSA means Risk Solutions Australia Pty Ltd and where the context so permits, its Officers, Employees, Contractors and Agents.

Third Party means any agencies, organisations, or individual where the Customer has received informed consent from the Applicant to release the result of the nationally coordinated criminal history check.

WorkPro means the software program in which individuals may create a profile, complete a background check, provide residency status information, licence/ticket/certification or accreditation details and on-line learning modules, which the Customer may access to validate and process information, together with all associated documentation and includes access to workpro.com.au

2. Duration of this Agreement

This Agreement commences on the Commencement Date and will continue until terminated. Refer to Clause 11.

3. Services

General obligations

The Customer must:

- a) not provide use of the Service or access to nationally coordinated criminal history checks to other parties;
- b) not send any Police Information or Personal Information about an Applicant to an overseas recipient unless the Customer has the prior approval of the Applicant;
- c) act in accordance with the Privacy Act, as if it were an APP Entity;
- d) grant the Accredited Body or its authorised officer a right of access to the Customer's premises (and to data, records and other material relevant to the use of the Service and the handing of Police Information, including the right to copy), which the Accredited Body must exercise reasonably and subject to the reasonable safety and security requirements; and
- e) only use the Service in accordance with this Agreement.

The Accredited Body must:

- a) provide the Services:
 - (i) in accordance with this Agreement;
 - (ii) in accordance with all relevant laws; and
 - (iii) maintaining prudent insurance policies.
- b) act in accordance with the Privacy Act, as if it were an APP Entity; and
- c) rectify any faults in the Services for which the Accredited Body is responsible.

Process for requesting a nationally coordinated criminal history check

Before submitting a request for a nationally coordinated criminal history check, the Customer must provide the Accredited Body with:

- a) the Applicant's Application completed in accordance with the Nationally coordinated criminal history check Application requirements (refer to Annexure D); and
- b) the Applicant's Informed Consent (refer to Annexure D),

for the purpose of the nationally coordinated criminal history check.

The Accredited Body will not submit to the ACIC any request for a nationally coordinated criminal history check unless it has collected the Applicant's Application and Informed Consent in accordance with the requirements set out in this Agreement.

4. Limitations of Service

The Customer acknowledges and agrees that the provision of a nationally coordinated criminal history check to the Customer is for use under the following conditions:

- a) the ACIC makes no representation or warranty of any kind in respect to accuracy; and
- b) the ACIC does not accept responsibility or liability for any omission or error in the nationally coordinated criminal history check.

The application that the person agrees to as part of the submission includes this in the Disclaimer.

5. Suspension of Service

The Accredited Body may, at its discretion and in addition to any other rights it has under this Agreement, suspend or reduce the Customer's level of access to, or use of, the Service where:

- a) the Customer has breached a term or condition of this Agreement; or
- b) the Accredited Body reasonably suspects that the Customer has committed or may commit a breach of a term or condition of this Agreement,

until such time as the breach by the Customer has been remedied to the Accredited Body's satisfaction.

The Customer must continue to perform its obligations under this Agreement notwithstanding any suspension or reduction of the Service.

In the event that:

- a) the ACIC suspends or reduces the Accredited Body's level of access to, or use of, the Service; and
- b) that suspension or reduction affects the Accredited Body's ability to provide the Service to the Customer,

the Customer acknowledges that its level of access to, or use of, the Service will also be suspended or reduced by the Accredited Body or the ACIC.

6. Protection of Police Information and other Personal Information

6.1 Obligations of the Customer and its Personnel in relation to Personal Information

The Customer acknowledges that its use of the Service involves:

- a) the collection, use and disclosure by the Customer of Personal Information that is required to complete and submit an application to use the Service and obtain a nationally coordinated criminal history check; and
- b) the collection, use and possible disclosure by the Customer of Police Information.

The Customer must in its use of the Service:

- a) collect, use or disclose Personal Information and Police Information only for the nationally coordinated criminal history check category and related administration;
- b) not collect, transfer, store or otherwise use Personal Information or Police Information outside Australia, or allow parties outside Australia to have access to Personal Information or Police Information, unless a Permitted Offshore Transfer circumstance applies;
- c) not disclose Police Information other than for the purpose for which the Applicant gave Informed Consent;
- d) should the Customer store and retain information outside of the WorkPro program, the Customer must implement Safeguards to keep Personal Information and Police Information secure;
- e) comply with any directions or guidelines in relation to the treatment of Personal Information and Police Information, notified to the Customer by the Accredited Body; and
- f) ensure that all Personnel who are required to deal with Personal Information and Police Information are made aware of the obligations of the Customer.

Both Parties will:

- g) be bound by the Australian Privacy Act and APP Principles;
- h) not commit any act, omission or engage in any practice which is contrary to the Privacy Act;

- i) not do any act or engage in any practice that would be a breach of an APP or a Registered APP Code unless that act or practice is explicitly required under this Agreement;
- j) upon the request of the other Party, promptly provide the other Party with a copy of their privacy policy.

6.2 Restrictions on altering nationally coordinated criminal history Checks

The Customer must not alter the content of a nationally coordinated criminal history check provided to the Customer by the Accredited Body or by the ACIC, including:

- a) any Police Information; and
- b) any Personal Information

6.3 Retention of nationally coordinated criminal history checks and related material

WorkPro:

- a) retains an electronic copy of the original completed application form and informed consent within the WorkPro program for 12-months. It is securely destroyed within the timeframe stipulated in line with relevant laws.
- b) retains an electronic copy of the outcome of the check, including any reportable court outcomes for 90 days, after which time, the record is automatically removed from the system, in line with Australian Criminal Intelligence Commission (ACIC) terms.
- c) retains an electronic copy of the Applicant's identification within the WorkPro program. It is securely destroyed within the timeframe stipulated in line with the relevant laws.

6.4 Disposal of nationally coordinated criminal history checks and related material

If the Customer stores the nationally coordinated criminal history check and related material external to the WorkPro platform, the Customer must destroy or securely dispose of all hard and electronic copies (including backed up versions held on servers or other media) of:

- a) each nationally coordinated criminal history check within twelve (12) months following the receipt of the nationally coordinated criminal history check;
- b) each Application for a nationally coordinated criminal history check and any documents presented remotely by the Applicant for the purposes of Confirmation of Applicants identity within 90 days following the required document retention period under clause 6.3.a and
- c) each Applicant's Informed Consent for a nationally coordinated criminal history check within 90 days following the required document retention period under clause 6.3.b,

unless a longer document retention period is required by Law, in which case the Customer must dispose of the material within one (1) month following the end of the document retention period required by Law.

6.5 Customer to give notice of breach or possible breach of clause 6

The Customer must notify the Accredited Body immediately if the Customer becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in this clause 6, whether by the Customer or its Personnel.

7. Audits and access to premises and information

7.1 Right to conduct audits and compliance activities

WorkPro, including its authorised Personnel, may conduct audits relevant to the Customer's compliance with this Agreement.

Audits may be conducted of:

- a) the Customer's operational practices and procedures as they relate to this Agreement;
- b) the Customer's compliance with its privacy and confidentiality obligations under this Agreement including that the nationally coordinated criminal history check has been used only for the nationally coordinated criminal history check category; and
- c) any other matters determined by the ACIC to be relevant to the use of the Services or the performance of this Agreement.

7.2 Process of Conducting the Audits

The Customer must participate promptly and cooperatively in any audits conducted by WorkPro or its authorised Personnel.

Each Party must bear its own costs associated with any audits.

7.3 Access to Customer sites or premises

For the purposes of WorkPro conducting audits under this clause 7, the Customer must, as required by WorkPro or its authorised Personnel:

- a) grant WorkPro and its authorised Personnel access to the Customer's premises and data, records and other material relevant to the performance of this Agreement; and
- b) arrange for WorkPro and its authorised Personnel to inspect and copy data, records and other material relevant to the performance of this Agreement.

7.4. ACIC conduct in relation to audit and access

The rights referred to in clauses 7.1 and 7.3 are, wherever practicable, subject to:

- a) WorkPro providing the Customer with at least three (3) business days' prior notice; and
- b) The Customer's reasonable security requirements or codes of behaviour, except where WorkPro or its authorised Personnel believes that there is a suspected or actual breach of law.

8. Access to documents

If the Commonwealth receives a request for access to a document created by or in the possession of the Customer that relates to this Agreement, the ACIC or Accredited Body may at any time by notice require the Customer to provide the document to the ACIC and the Customer must, at no additional cost to the Commonwealth or the Accredited Body, promptly comply with the notice.

If the Customer receives a request for access to a document in its possession that relates to this Agreement, the Customer must consult with the Accredited Body and the ACIC upon receipt of the request.

9. Intellectual Property

9.1 Ownership of Police Information

Intellectual Property in Police Information is owned by the Commonwealth and the Australian police agencies. Nothing in this Agreement affects the ownership of Intellectual Property in Police Information (including any copy thereof) provided to the Customer.

The Accredited Body grants to the Customer a royalty-free, non-exclusive licence to use and communicate Police Information in accordance with this Agreement.

9.2 No change to ownership of other relevant documents

Nothing in this Agreement affects the Commonwealth's ownership of Intellectual Property in any other material relevant to or associated with the Service, including branding, graphic design, policies, guidance materials, certificates and forms.

10 Security of Commonwealth's Confidential Information

10.1 Securing Commonwealth's Confidential Information

WorkPro offers for an Applicant to submit personal information electronically.

WorkPro will keep the Nationally Coordinated Criminal History Check results (including Disclosable Court Outcomes) secure and protected by implementing safeguards to prevent loss, unauthorised access, use, modification, disclosure or other misuse, including unauthorised reproduction by any means within their respective agencies. Safeguards include:

- a) Information will be filed in such a manner as to be accessible only to the Authorised Officer and Customer Personnel and retained and secured in accordance with appropriate legislation.
- b) The functionality for system login details to be easily updated by the Customer from time to time in line with good business practice.

Should the Customer store and retain information outside of the WorkPro program, the Customer agrees to secure all of the Commonwealth's Confidential Information (including Police Information) against loss and unauthorised access, use, modification or disclosure, and

secure Personal Information belonging to Applicant against loss and unauthorised access, use, modification or disclosure, and notify the Applicant of these risks.

10.2 Written undertakings

The Customer must, on request by the Accredited Body or the ACIC at any time, promptly arrange for the Customer's Personnel to give a written undertaking in a form acceptable to the Accredited Body or the ACIC relating to the use and non-disclosure of the Commonwealth's Confidential Information (including Police Information).

10.3 Period of Confidentiality

The obligations under this clause 10 survive the expiry or termination of this Agreement and exist in perpetuity, unless otherwise notified by the Accredited Body or the ACIC.

The obligations contained in this clause 10 are in addition to those specified in clauses 4 and 9.

11. Termination

11.1 Termination or reduction in scope for convenience

The Accredited Body may terminate this Agreement or reduce the scope of this Agreement (including by reducing or removing any nationally coordinated criminal history check categories) by notice at any time, as a result of a termination or reduction of Scope of the Accredited Body's Agreement with the ACIC.

The Customer will not be entitled to any compensation whatsoever including for loss of prospective profits or loss of any benefits that would have been conferred on the Customer if the termination or reduction had not occurred. The Accredited Body will only be liable for repayment of any outstanding nationally coordinated criminal history checks requested, and paid for, by the Customer prior to the effective date of termination.

This clause 11.1 does not affect the Accredited Body's other rights under this Agreement or otherwise at law.

11.2 Termination for default

The Accredited Body may terminate this Agreement immediately by notice to the Customer if any of the following termination events occur:

- a) the Customer breaches a material provision of this Agreement where the breach is not capable of remedy;
- b) the Customer breaches any provision of this Agreement and does not rectify the breach within 14 days after receipt of the Accredited Body's notice to do so;
- c) the Accredited Body is satisfied on reasonable grounds that the Customer is unable or unwilling to satisfy the terms of this Agreement;
- d) the Customer comes under any form of administration or assigns its rights otherwise than in accordance with this Agreement;
- e) the Customer is unable to pay all its debts as and when they become payable or fails to comply with a statutory demand;
- f) proceedings are initiated with a view to obtaining an order for winding up the Customer;
- g) the Customer becomes bankrupt or enters into a scheme of arrangement with creditors;
- h) anything analogous to, or of a similar effect to, anything described in subclauses (d) to (g) occurs in respect of the Customer; or
- i) another provision of this Agreement allows for termination under this clause 11.2

This clause 11.2 does not affect the Accredited Body's other rights under this Agreement or otherwise at law.

12. Dispute Resolution

This clause 12 applies only to disputes regarding this Agreement. Disputes arising from nationally coordinated criminal history checks are to be handled by the Accredited Body in accordance with the Accredited Body's ACIC Agreement.

The Customer agrees to provide the ACIC with any information or materials reasonably requested by the ACIC, in order to allow the ACIC to resolve any dispute between itself and the Accredited Body.

A Party must comply with the following procedure in respect of any dispute arising under this Agreement:

- a) the Party claiming that there is a dispute will send the other Party a notice setting out the nature of the dispute ('Dispute Notice');
- b) the Parties will try to resolve the dispute through direct negotiation, including by referring the matter to persons who have the authority to intervene and direct some form of resolution.

13. Survival

The termination or expiration of this Agreement will not affect the continued operation of this clause 13 and any provision of this Agreement which expressly or by implication from its nature is intended to survive including clauses 6 (protection of Police Information and other Personal Information) and 7 (Audits and access to premises and information).

14. Notices

A Party ('First Party') giving notice to the other Party under this Agreement must do so in writing and that notice must be signed by the First Party's authorised officer, marked for the attention of the other Party's authorised officer and hand delivered or sent by prepaid post or email to the other Party's address for notices.

A notice given in accordance with clause 14 is received:

- a. if hand delivered or if sent by pre-paid post, on delivery to the relevant address; or
- b. if sent by email, when received by the addressee or when the sender's computer generates written notification that the notice has been received by the addressee, whichever is earlier.

Nationally Coordinated Criminal History Check

Limitations on Accuracy and Use of This Information

1. This nationally coordinated criminal history check provides a point in time check about the applicant for an authorised nationally coordinated criminal history check category and purpose. Information obtained through this check should not be used for any other purpose.
2. The accuracy and quality of information provided in this nationally coordinated criminal history check depends on accurate identification of the applicant which is based on information, including aliases, about the applicant provided in the application and the comprehensiveness of police records.
3. While every care has been taken by the Australian Criminal Intelligence Commission ('ACIC') to conduct a search of police information held by it and Australian police agencies that relates to the applicant, this nationally coordinated criminal history check may not include all police information about the applicant. Reasons for certain information being excluded from the nationally coordinated criminal history check include the operation of laws that prevent disclosure of certain information, or that the applicant's record is not identified by the search process across the agencies' relevant information holdings.
4. This nationally coordinated criminal history Check may contain any of the following information about an applicant: a. charges; ('Disclosable Court Outcome').
 - a) charges;
 - b) court convictions;
 - c) findings of guilt with no conviction;
 - d) court appearances;
 - e) good behaviour bonds or other court orders;
 - f) pending matters awaiting court hearing;
 - g) traffic offence history.
5. If this nationally coordinated criminal history check contains a Disclosable Court Outcome, the entity submitting the application is required to:
 - a) notify the applicant of the nationally coordinated criminal history check; and
 - b) provide the applicant with a reasonable opportunity to respond to, or validate the information, in the nationally coordinated criminal history check.
6. To the extent permitted by law, neither the ACIC nor Australian police agencies accept responsibility or liability for any omission or error in the nationally coordinated criminal history check.

NATIONALLY COORDINATED CRIMINAL HISTORY CHECK PROCESS

The information in this nationally coordinated criminal history check has been obtained according to the following process:

- a) the ACIC searches its data holdings for potential matches with the name(s) of the applicant;
- b) the ACIC and the relevant Australian police agencies compare name matches with police information held in Australian police records;
- c) the relevant Australian police agency identifies any police information held in its police records and releases the information subject to relevant spent convictions, non-disclosure legislation or information release policies; and
- d) the ACIC provides resulting information to the entity submitting the application.

Identity Proofing Documents and Processes

1. Name of person on identity documents

- a) The identity documents listed in this Annexure must be issued in the name of the person seeking to prove identity or in a former name of that person.
- b) Where a change of name has occurred and any of the documents listed in this Annexure are provided in a former name, evidence must also be submitted of an Australian Registry of Births, Deaths and Marriages issued change of name certificate or Australian marriage certificate issued by a State or Territory (this does not include church or celebrant issued certificates).

2. Commencement of Identity Documents

The following documents are Primary Use in Community Documents for the purposes of Annexure D of the Agreement and must not be expired:

- a) a full Australian Birth Certificate (not an extract or birth card);
- b) a current Australian Passport (not expired);
- c) Australian Visa current at time of entry to Australia as resident or tourist;
- d) ImmiCard issued by the Department of Immigration and Border Protection that assists the cardholder to prove their visa / migration status and enrol in services;
- e) certificate of identity issued by the Department of Foreign Affairs and Trade to refugees and non-Australian citizens for entry to Australia;
- f) document of identity issued by the Department of Foreign Affairs and Trade to Australian citizens or persons who possess the nationality of a Commonwealth country, for travel purposes; and
- g) certificate of evidence of resident status.

3. Primary Use in Community Document

The following documents are Primary Use in Community Documents for the purposes of Annexure D of the Agreement and must not be expired:

- a) a current Australian driver licence, learner permit or provisional licence issued by a State or Territory, showing signature and/or photo and the same name as claimed;
- b) Australian marriage certificate issued by a State or Territory (this does not include church or celebrant issued certificates);
- c) a current passport issued by a country other than Australia with a valid visa or valid entry stamp or equivalent;
- d) a current proof of age or photo identity card issued by an Australian government agency in your name with photo and signature;
- e) a current shooter or firearm licence showing signature and photo (not minor or junior permit or licence); and

- f) for persons aged under 18 with no other Primary Use in Community Documents, a current student identification card with photo or signature.

4. Secondary Use in the Community Documents

The following documents are Secondary Use in Community Documents for the purposes of Annexure D of the Agreement and must not be expired:

- a) DFAT issued Certificate of Identity;
- b) DFAT issued Document of Identity;
- c) DFAT issued United Nations Convention Travel Document Secondary (*Titre de Voyage*);
- d) Foreign government issued documents (e.g. driver licences);
- e) Medicare Card;
- f) Enrolment with the Australian Electoral Commission;
- g) Security Guard/Crowd Control photo licence;
- h) Evidence of right to a government benefit (DVA or Centrelink);
- i) Consular photo identity card issued by DFAT;
- j) Police Force Officer photo identity card;
- k) Australian Defence Force photo identity card;
- l) Commonwealth or state/territory government photo identity card;
- m) Aviation Security Identification Card;
- n) Maritime Security Identification Card;
- o) Credit reference check;
- p) Australian tertiary student photo identity document;
- q) Australian secondary student photo identity document;
- r) Certified academic transcript from an Australian university;
- s) Trusted referees report;
- t) Bank card; and
- u) Credit card.

Definitions

Unless otherwise indicated, terms defined below have the following meaning:

Applicant	means a person in relation to whom the Customer seeks a nationally coordinated criminal history check.
Australian Privacy Principle Entity (or APP Entity)	has the same meaning given to the term 'APP entity' in the <i>Privacy Act 1988</i> (Cth)
Commencement Date	means the date specified in the Offer.
Commencement of Identity Document	means the documents identified as 'Commencement of Identity Documents' in clause 1(b) of Annexure A (Identity Proofing Documents and Processes).
Commonwealth	means the Commonwealth of Australia and includes the ACIC.
Commonwealth Confidential Information	means information that: (a) is Police Information; (b) is provided by, or originates from, the Commonwealth and is by its nature confidential, including the name or contact details of any staff member or security information relating to the provision of the Service; or (c) the ACIC and the Accredited Body have agreed in writing is confidential (whether through the ACIC Agreement or otherwise).
Agreement	means this Agreement and includes all Annexures.
GST	means any tax imposed by the GST Act.
GST Act	means <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Law	means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Australia, whether made by the Commonwealth, a State, Territory or a local government, and includes the common law and rules of equity as applicable from time to time.
Nationally Coordinated Criminal History Check	means a criminal history check conducted, in relation to an Applicant, by the ACIC as part of the ACIC Service and carried out in accordance with the ACIC Agreement between the ACIC and the Accredited Body in relation to the ACIC Service, and the Police Information about an Applicant provided by the Accredited Body to the Customer in a physical or electronic format as a result of the submission of the nationally coordinated criminal history check Application.
Nationally coordinated criminal history check Application (Application)	means a form (in physical or electronic format) completed by the Applicant, or on behalf of the Applicant, submitted to the Accredited Body requesting the ACIC to conduct a nationally coordinated criminal history check in relation to an Applicant.
Nationally coordinated criminal history check category	means one or more categories listed in Item 5 of Schedule 1 to this Agreement, being the categories and purpose for which the Customer is permitted to collect, use or disclose Personal Information and Police Information under clause 6.1.3(a) of this Agreement.
National Policing Information	has the meaning given in the <i>Australian Crime Commission Act 2002</i>

Permitted offshore Transfer	<p>means the permitted transfer of Personal Information or Police Information to a location outside Australia, where the transfer is:</p> <p>(a) necessary to provide an Applicant with access to the result of a nationally coordinated criminal history check in relation to the Applicant, where:</p> <p>(i) the Applicant is located outside Australia; and</p> <p>(ii) the Applicant has consented to the transfer or supply of Personal Information or Police Information to a location outside Australia; and/or</p> <p>(b) for the purpose of routing Personal Information or Police Information through servers located outside Australia, where:</p> <p>(i) the end recipient of that Personal Information or Police Information is located within Australia; and</p> <p>(ii) the Personal Information or Police Information is retained or stored only on databases, servers or systems located within Australia; and/or</p> <p>(c) for the purposes of retaining or storing Personal Information or Police Information on databases, services or systems located outside Australia where:</p> <p>(i) the Applicant has consented to the retention or storage; and</p> <p>(ii) the ACIC has approved, in writing, the Accredited Body's ICT environment for the retention or storage of Personal Information or Police Information on databases, services or systems located outside Australia; and/or</p> <p>(d) for any other purpose for which the Applicant has consented to the transfer or supply of Personal Information or Police Information to a location outside Australia;</p>
Personal Information	has the meaning given in the <i>Privacy Act 1988</i> (Cth).
Personnel	<p>means:</p> <p>(a) in relation to the Customer, the Customer's each employee, each Subcontractor and any officer, contractor, partner, volunteer, agent, director, board member of the Customer or a Subcontractor;</p> <p>(b) in relation to the Accredited Body, the Accredited Body's authorised officer, each Subcontractor and any officer, employee, contractor, partner, volunteer, agent, director, board member of the Accredited Body or a Subcontractor; and</p> <p>(c) in relation to the Commonwealth, officers, employees, volunteers, agents or contractors of the ACIC or any entity that is contracted by the ACIC other than the persons and entities referred to in paragraph (a) of this definition.</p>
Police Information	<p>means any of the following information:</p> <p>(a) information collected for the purposes of providing the Service;</p> <p>(b) information collected for the purposes of a nationally coordinated criminal history check; and</p> <p>(c) information released as part of a nationally coordinated criminal history check including information contained in a nationally coordinated criminal history check;</p>
Primary Use in Community Document	means a document named as such in Annexure A (Identity Proofing Documents and Processes).
Privacy Act	means the <i>Privacy Act 1988</i> (Cth).
Safeguards	means practices that a professional organisation handling Personal Information would implement to appropriately protect that information and include the Protection of Personal Information and Police Information Safeguards set out at Annexure B.
Secondary Use in the Community Document	means a document named as such in Annexure A (Identity Proofing Documents Processes).
Service	means the provision of information relating to the result of a nationally coordinated criminal history check in relation to an Applicant.
Vulnerable Group	<p>means:</p> <p>(a) a child; or</p> <p>(b) an adult who is:</p> <p>(i) disadvantaged or in need of special care, support, or protection because of age, disability, or risk of abuse</p> <p>or neglect; or</p> <p>(ii) accessing a service provided to disadvantaged people.</p>

Nationally coordinated criminal history check Application requirements

A nationally coordinated criminal history check Application (Application) must include the following information:

- a) the Applicant's surname and given name(s), and all names under which the Applicant was, is or has been known;
- b) the Applicant's date and place of birth;
- c) the Applicant's gender;
- d) the Applicant's residential address(es) for the past five (5) years;
- e) if available, the Applicant's driver licence details;
- f) if available, the Applicant's firearms licence details;
- g) the position title, occupation or entitlement being sought by the Applicant;
- h) the proposed place of work and whether the applicant will have contact with Vulnerable Groups;
- i) the nationally coordinated criminal history check category to which the nationally coordinated criminal history check relates;
- j) a statement or endorsement confirming the Customer is satisfied as to the correctness of the Applicant's identity and has verified the Applicant's identity documents.

The Applicant's Application must:

- a) be completed by the Applicant and include the Applicant's signature (in physical or electronic format) and date of signature; or
- b) if the Applicant is under 18 years of age - be completed by a parent or legal guardian of the Applicant and include the signature (in physical or electronic format) of the parent or legal guardian and date of signature.

Confirmation of Applicant's identity

When reviewing an Applicant's Application and Informed Consent, the Customer must satisfy itself as to:

- a) the Applicant's identity; and
- b) the linkage between the Applicant and the claimed identity

Requirements to confirm Applicant's identity

In satisfying itself, the Customer must sight four documents consisting of:

- a) at least one of the documents listed as a 'Commencement of Identity Document';
- b) at least one of the documents listed as a 'Primary Use in Community Document' that is also a photo identity document; and
- c) at least two of the documents listed a 'Secondary Use in the Community Document'

The Customer may, for the purpose confirming the Applicant's identity, sight the documents;

- a) locally, by sighting an original of the documents presented by the Applicant in person; or
- b) remotely, by sighting a copy of each document that has been submitted by the Applicant via post or electronic submission

The combination of the Applicant's identity documents must include the following:

- applicant's full name
- date of birth
- a photograph of the applicant

If the applicant does not have an identity document containing a photograph from one of the documents listed as a 'Commencement of Identity Document' or from one of the documents listed as a 'Primary Use in Community Document', the Applicant must submit a passport style photograph that has been certified by a person listed in Schedule 2 of the *Statutory Declarations Regulations 1993* (Cth) that the photograph is a photograph of the Applicant.

Special provisions for Applicants unable to meet standard identity requirements

There are special provisions that apply to the following categories of Applicants who may be unable to meet the identity requirements:

- a) persons whose birth was not registered;
- b) people who are homeless
- c) recent arrivals in Australia;
- d) people living in remote areas;
- e) people who are transgender or intersex;
- f) people affected by natural disasters;
- g) people with limited access to identity documents for reasons associated with how they were raised, such as institutional or foster care;
- h) people with limited participation in society; and
- i) young people who are yet to establish a social footprint or evidence of community participation.

The Customer must meet the minimum requirements for these categories as advised by the ACIC to the Accredited Body (WorkPro) and notified by the Accredited Body to the Customer.

Collection of Applicant's Informed Consent

The Customer will not submit to the Accredited Body any request for a nationally coordinated criminal history check unless it or the Customer has collected the Applicant's Informed Consent for the nationally coordinated criminal history check.

For the purpose of this Agreement, an Informed Consent is a consent form (in physical or electronic format) that:

- a) is completed by the Applicant and includes the Applicant's signature (in physical or electronic format) and date of signature; and
- b) if the Applicant is under 18 years of age — is completed, dated and signed by a parent or legal guardian of the Applicant and includes the signature (in physical or electronic format) of the parent or legal guardian and date of signature; and
- c) sets out at a minimum:
 - I. the Applicant's surname and given name(s);
 - II. an acknowledgement that the Applicant consents to a nationally coordinated criminal history check being undertaken on all names under which the Applicant was, is or has been known, as provided by the Applicant
 - III. the purpose of the nationally coordinated criminal history check;
 - IV. the purpose(s) for which the Applicant's Personal Information is being collected and the purpose(s) for which the nationally coordinated criminal history check is being undertaken;
 - V. any person to whom, or organisation to which, Personal Information (including Police Information) may be disclosed and in what circumstances (including the Accredited Body, the ACIC, Australian police agencies and third parties);
 - VI. where consent is required for a Permitted Offshore Transfer, the details of to whom and in which country or countries the Applicant's Personal Information will be disclosed;
 - VII. any Law which requires that the Applicant's Personal Information be collected and the consequences of non-compliance;
 - VIII. an acknowledgement that the Applicant understands that their Personal Information may be used for general law enforcement purposes, including those purposes set out in the Australian Crime Commission Act 2002 (Cth);
 - IX. information that the Applicant is required to contact the Customer in the first instance in relation to any dispute about the result of the nationally coordinated criminal history check in relation to the Applicant;
 - X. information about the Customer's nationally coordinated criminal history dispute process including the contact details of its complaints and privacy officer;
 - XI. if a Law requires Police Information about the Applicant to be disclosed to another person or organisation — information that the Police Information will be disclosed to that person or organisation and the basis for the disclosure; and
 - XII. the Customer's full name and contact details.