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Memorandum of Understanding between Victoria Police and Australian Federal Police in relation to the granting of on-line access to data/information systems to authorised AFP persons

Metadata

Caption	Victoria Police & AFP: Online access to VICPOL information systems
Document Identifier	EXT10018
Description	Sets out the procedures and conditions to grant and manage AFP member to access online VICPOL information systems.
Governance Function	Operations Support
Owned by	National Manager Operations Support
Date First Approved	11/09/2009 0:00
Contact Person	TL AOCC Coordination Governance and Policy
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Instrument Type	Agreements and MOUs
Replaces	EM00184
Stakeholders	VICPol, ICT, AOCC, Security, PRS
Instrument Classification	UNCLASSIFIED
Dissemination Limiting Marker (DLM)	For official use only
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Part one: Scope

1 Objectives

The objectives of this MOU between:

- VICPOL; and the
- AFP

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are:

1.1 to ensure that compliance with relevant legislation is maintained;

1.2 to ensure the security and integrity of VICPOL data/information;

1.3 to introduce standard access arrangements;

1.4 to ensure that there are procedures in place to facilitate and govern the appropriate access to, use, storage, release and disposal of VICPOL data/information by Authorised AFP persons; and

1.5 to establish the terms and conditions governing the granting of on-line access to Authorised AFP persons to VICPOL data/information from specified VICPOL information systems.

2 Definitions

2.1 In this MOU the following expressions have these meanings :

'**AFP Approving Officer**' means the person appointed by the AFP (and occupying or acting in the position specified in **Schedule A**) to approve applications for access to VICPOL data/information by Authorised AFP persons and to supervise the responsibilities of the AFP Contact Officer. The person appointed to this position must have the authority within the AFP to identify and confirm that an Applicant has a valid need to access VICPOL data/information for the purposes of undertaking duties on behalf of the AFP.

'**Applicant**' means the AFP person applying for online access to VICPOL data/information from specified VICPOL information systems.

'**Approved training program**' means the training program defined by each VICPOL information system according to the Manual.

'**Authorised AFP person**' means a person employed in the AFP who has:

- had his/her application for access approved by the AFP Approving Officer (referred to in **Schedule A**); and
- been authorised by the relevant VICPOL System Sponsor(s) (or delegate) and/or Information Owner(s) (or delegate) to access the VICPOL data/information for which access has been granted.

'**CLEDS Standards**' means the *Standards for Victoria Police law enforcement data security* (including any amendments or variations thereto) issued by CLEDS which are annexed hereto at **Appendix A**.

'**Contact Officer**' means the person(s) appointed within both VICPOL and the AFP (and occupying or acting in the position specified in **Schedule B**) to undertake the responsibilities for ongoing liaison regarding day to day management of Authorised AFP persons' on-line access to VICPOL data/information.

'**Information Owner**' means the incumbent of the position that has responsibility for the management and security of information stored in the range of mainframe, minicomputer, mid-range computer and/or network datasets or network folders (where that information is not primarily managed by a formal application system).

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'**Manual**' means the document named '**Guidelines, Forms and Procedures Regarding the Provision of Access to Victoria Police data/information from specified Victoria Police information systems by Authorised AFP persons**' annexed hereto at **Appendix B**. This document contains overarching as well as system specific details regarding the provision of online access to VICPOL data/information from specified VICPOL information systems.

'**MOU**' means this Memorandum of Understanding and it incorporates the Schedules and Appendices hereto.

'**Parties**' means the Parties to this MOU.

'**Records Services Division**' means the Records Services Division, VICPOL.

'**System Sponsor**' means any one of the persons who is responsible for the overall security, operation and management of the components of the Victoria Police IT and communications infrastructure and each corporate application system.

'**Trained AFP person**' means an Authorised AFP Person who has been nominated by the AFP, undergone specialised training by VICPOL and has been granted access to input specific data into specified VICPOL information systems.

'**Training Consultancy Unit (VICPOL)**' means the VICPOL Training Unit operating at the Victoria Police Centre and the Victoria Police Academy.

'**VICPOL Agency Security Advisor**' means the person appointed by VICPOL for the day-to-day performance of the protective security function within VICPOL.

'**VICPOL data/information**' means electronic data/information stored in the VICPOL information systems set out in **Schedule C** and any representation thereof via any means.

'**VICPOL information systems**' means the formal VICPOL application systems and the managed subsets of data/information on the VICPOL network.

2.2 Words importing the singular number include the plural and vice versa.

3 Terms and conditions

3.1 General:

3.1.1 This MOU will be effective from the first date the last signature is affixed in Part 2 and will remain in force unless terminated pursuant to subclause 3.1.5.

3.1.2 Subject to the completion of the authorisation processes detailed in the Manual, VICPOL agrees to process the implementation of on-line access to VICPOL data/information from the VICPOL information systems set out in **Schedule C** for Authorised AFP persons, to the extent and for the purposes set forth in this MOU, for as long as this MOU remains in force.

3.1.3 The persons named as signatories in **Part Two** of this MOU have the authority to sign this MOU on behalf of their respective organisations.

3.1.4 A term or condition of this MOU may be varied, modified or altered only by written agreement of both Parties.

3.1.5 Each party reserves the right to unconditionally terminate this MOU on written

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notification to the relevant party's signatory (or his/her successor) to this MOU.

3.1.6 The AFP agrees to appoint a person to undertake the responsibilities of the AFP Approving Officer. Details regarding the position are to be included in **Schedule A** subject to subclause 3.1.6.1. The name and sample signature of the person occupying or acting in this position must be forwarded to the VICPOL Contact Officer immediately after the signing of this MOU. Thereafter, AFP must notify VICPOL of any change to the person occupying or acting in the position of AFP Approving Officer. Such notification must be made by completing and forwarding an updated **Schedule A** to the VICPOL Contact Officer, within seven days of the change occurring.

3.1.6.1 Any nomination by the AFP to fill the position of the AFP Approving Officer must be approved by VICPOL.

3.1.7 The key roles of the AFP Approving Officer are (by signing each form applying for access by an Applicant) to verify both:

- that the Applicant has a valid business need on behalf of the AFP for the access being requested; and
- that appropriate vetting of the Applicant has been conducted, and that nothing adverse has been identified during that vetting process that would preclude the Applicant from being entitled to access VICPOL data/information

and to supervise the responsibilities of the AFP Contact Officer.

3.1.8 The AFP Approving Officer is required to, without delay, notify the VICPOL Contact Officer of any breaches of the conditions outlined in this MOU, particularly in relation to the unauthorised access to, use, storage, release and disposal of VICPOL data/information. Non-notification of a breach, or continued breach of the conditions of this MOU, may constitute grounds for terminating this MOU.

3.1.9 Both VICPOL and the AFP must appoint a person or person(s) to undertake the responsibilities of the Contact Officer, within their respective organisations and notify each other of any changes to such position. Specifically, AFP must forward the name(s) and sample signature(s) of the person(s) occupying or acting in role of the AFP Contact Officer to the VICPOL Contact Officer immediately after the signing of this MOU. Thereafter, AFP must notify VICPOL of any change to the person(s) occupying or acting in the position. The notification by both VICPOL and AFP must be made by completing and forwarding an updated **Schedule B** to the respective Contact Officer within seven days of the change occurring, for attachment to all copies of this MOU and for the provision of advice to the relevant VICPOL System Sponsor(s) (or delegate) and/or Information Owner(s) (or delegate).

3.1.10 Unless otherwise specified in this MOU, all communication regarding the implementation of this MOU must be directed through the Contact Officers.

3.1.11 The parties do not intend this MOU to create any legally binding obligations between them.

3.1.12 The Parties will review this MOU every two years from the date the last signature is affixed in Part 2. Any variations, modifications or alterations required as a result of such review will be made in accordance with subclause 3.1.4.

3.2 Conditions of Access:

3.2.1 The AFP hereby acknowledges that it will, at all times, comply with, implement and meet

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- the unauthorised access to or use of VICPOL data/information (or records containing VICPOL data/information), and
- the unauthorised dissemination of VICPOL data/information (or records containing VICPOL data/information).

3.3.3 The AFP must, in accordance with all relevant CLEDS Standards and any applicable VICPOL policies and standards, implement procedures for the proper retention and disposal of records derived from VICPOL information systems. The retention and disposal of these records by the AFP must be in accordance with the requirements of the *Public Records Act 1973 (Vic.)*, the *Archives Act 1983 (C'th)*, and/or any other relevant archiving legislation.

3.3.4 The AFP is required to notify the VICPOL Contact Officer of any requests received under Freedom of Information legislation which involve records containing data/information obtained from VICPOL information systems and shall not release such records without the prior approval of VICPOL.

3.3.5 The AFP is required to notify the VICPOL Contact Officer regarding the loss of any the AFP record which was derived from data/information obtained from VICPOL information systems.

3.4 Security Requirements:

3.4.1 The AFP agrees that no Applicant will have access to any VICPOL data/information prior to:

- the AFP certifying to VICPOL that VICPOL policy and CLEDS Standards on personnel security vetting of the Applicant have been met and that the AFP agrees to periodic audits by VICPOL of their security check process; and
- each System Sponsor(s) (or delegate) and/or Information Owner(s) (or delegate), is satisfied that the AFP is compliant to relevant CLEDS Standards and any applicable VICPOL policies and standards or created a secure physical environment within its facilities to protect against unauthorised access to VICPOL data/information.

3.4.2 Details of the processes that must be completed prior to an Authorised AFP person gaining access to VICPOL data/information are described in separate sections of the Manual.

3.4.3 VICPOL data/information shall only be transmitted via methods and equipment approved by VICPOL.

3.4.4 Modes of access by Authorised AFP persons to VICPOL data/information must be approved and implemented in accordance with CLEDS Standards and VICPOL policies and standards and be approved by the VICPOL System Sponsor(s) (or delegate) and/or Information Owner(s) (or delegate), and the VICPOL Agency Security Advisor.

3.4.5 User Identifiers ('User IDs') and passwords which enable access to VICPOL data/information must be protected so that they cannot be used by any person other than the person to whom the User ID was assigned.

3.4.6 The application forms (contained in the Manual) detail the individual security responsibilities of Authorised AFP persons. Each Applicant must acknowledge his/her security responsibilities by signing the application form prior to being approved and authorised for new or altered on-line access to VICPOL data/information.

3.4.7 The acknowledgment and/or subsequent fulfilment of these security requirements will be verified by the relevant VICPOL System Sponsor(s) (or delegate) and/or Information Owner(s)

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(or delegate) and/or the VICPOL Agency Security Advisor before access is granted, and/or provided on a continuing basis thereafter.

3.5 Access to Information Systems External to Victoria Police:

3.5.1 The provision of on-line access to VICPOL data/information does not automatically provide Authorised AFP persons with access to data/information from information systems external to VICPOL.

3.5.2 Access to external agencies' data/information via VICPOL information systems will only be implemented if written authorisation for that access has been received by VICPOL from the external agency.

3.6 Security Administration and Audit:

3.6.1 The AFP Approving Officer must ensure that all Authorised AFP persons will implement and comply with all relevant CLEDS Standards and applicable VICPOL policies and standards.

3.6.2 Following notification by the VICPOL Contact Officer to the AFP Contact Officer is responsible for ensuring the secure communication of UserIDs and passwords to Authorised AFP persons.

3.6.3 The AFP Contact Officer must immediately provide written advice to the VICPOL Contact Officer of the names of Authorised AFP persons with on-line access to VICPOL data/information who are no longer entitled to that access due to:

- resignation,
- transfer,
- change in work duties,
- suspension,
- dismissal, or
- leave for an extended period (ie greater than two months).

Such notice must be forwarded by fax or other means agreeable to the Parties.

3.6.4 The AFP Approving Officer must report to the VICPOL Contact Officer/s any suspected or known instances of unauthorised access to, use, storage, release and disposal of VICPOL data/information resulting from an Authorised AFP person's online access to VICPOL data/information.

3.6.5 VICPOL System Sponsor(s) (or delegate) and/or Information Owner(s) (or delegate) on giving a reasonable period of notice, shall have the right to examine any the AFP audit log records relating to access and/or use of VICPOL data/information at any time.

3.6.6 VICPOL System Sponsor(s) (or delegate) and/or Information Owner(s) (or delegate) shall have the right to investigate breaches of this MOU with the full co-operation of the AFP including the right to examine at any time, any VICPOL audit log records and/or any other records relating to access to and/or use of any VICPOL data/information by Authorised AFP persons.

3.6.7 VICPOL System Sponsor(s) (or delegate) and/or Information Owner(s) (or delegate) shall have the right to investigate any third party sourcing VICPOL data/information through the AFP. The AFP shall ensure that any third party is aware of and subject to that right as a condition precedent.

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3.6.8 VICPOL System Sponsor(s) (or delegate) and/or Information Owner(s) (or delegate) shall have the right to implement any arrangement or method for the management and resolution of any problems identified with respect to any the AFP or VICPOL audit logs relation to an/or use of VICPOL data/information.

3.6.9 VICPOL shall, upon being advised or informed of any known instances of unauthorised access to, use, storage, release or disposal of VICPOL data/information, take immediate steps to remove all access rights given to any Authorised AFP persons responsible for such unauthorised access.

3.6.10 VICPOL reserves the right to request from the AFP and the AFP agrees to provide without delay to VICPOL, information regarding any access transactions by an Authorised APP person.

3.7 Training:

3.7.1 The Approved training program must be developed and approved by the System Sponsor(s) (or delegate) and/or Information Owner(s) (or delegate).

3.7.1.1 Guidelines regarding the development of the Approved training program and training resources are included in the Manual.

3.7.2 The Approved training program must be completed by each Applicant before access to VICPOL data/information is granted.

3.7.3 Where the training of Applicants is to be provided by trainers who are not VICPOL members, each trainer must be approved by the relevant VICPOL System Sponsor(s) (or delegate) and/or Information Owner(s) (or delegate).

3.7.4 Where access has been provided to any VICPOL information system, all training and practice activities relating to that system (both during training and after authorisation as a user) **must** be performed using 'Training' or 'Test' data/information.

3.7.5 'Training' or 'Test' data/information is to be treated as having the same level of confidentiality as 'production' data/information. Therefore, users **must** not:

- make printouts during training or practice activities, or
- disclose information retrieved from the 'Training' or 'Test' data/information.

3.8 Costs:

3.8.1 All hardware, software and/or communication costs associated with the establishment and/or maintenance of access by Authorised AFP persons to VICPOL data/information will be met by the AFP.

3.8.2 Where training of Applicants in the use of VICPOL information systems is provided by the Training Consultancy Unit (Victoria Police) or other VICPOL personnel, it will be provided on a fee-for-service basis, unless otherwise agreed by the relevant VICPOL System Sponsor(s) (or delegate) and/or Information Owner(s) (or delegate).

3.8.3 Where any costs or fees in accessing data/information from information systems external to VICPOL are incurred, such costs or fees may be passed to the AFP for payment.

3.9 Reimbursement:

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3.9.1 The AFP will reimburse VICPOL and/or the State of Victoria for any loss or damage sustained by VICPOL and/or the State of Victoria as a result of any negligent act or wrongful omission by the AFP and/or Authorised AFP persons arising from their access to, use, storage, release or disposal of VICPOL data/information.

4 Dispute resolution

4.1 The Parties have mutually determined that a dispute arising under this MOU will be dealt with as follows:

- the Party claiming that there is a dispute will contact the other Party's Contact Officer and will outline the nature of the dispute;
- the VICPOL Contact Officer and the AFP Contact Officer will try and resolve the dispute between them; and
- the Parties commit to negotiating an amicable and expeditious resolution to the dispute.

Part two: Testimony

Signed for and on behalf of:

Victoria Police

By

Simon Overland
Chief Commissioner
14/10/2009

Australian Federal Police

By

Tony Negus
Commissioner
11/09/2009

Attachments

Schedule A: AFP approving officer

Schedule B: Details of contact officers - VICPol and the AFP

Schedule C: VICPol informations system(s) to which access is granted

Appendix A: Standards for Victoria Police law enforcement data security

Appendix B: Guidelines, forms and procedures regarding the provision of access to Victoria Police data/information from specified Victoria Police Information Systems by authorised AFP persons

Appendix B (cont.): Sections 2.9 and 2.10

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Cachuela, Charisse

From: Cachuela, Charisse on behalf of AOCC-Governance-Training
Sent: Tuesday, 29 January 2013 1:37 PM
To: Pardy, Vanessa
Cc: AOCC-Governance-Training
Subject: FW: Amendment to EXT10018 [DLM=For-Official-Use-Only]

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Hi Vanessa,

The GIF All Staff email has been sent to A/TL Les Gearside.

Cheers!



CHARISSE CACHUELA
GOVERNANCE AND POLICY
CLOSE OPERATIONS SUPPORT
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From: Blake, Nicholas **On Behalf Of** Governance
Sent: Tuesday, 29 January 2013 1:25 PM
To: Pardy, Vanessa
Cc: Governance; AOCC-Governance-Training
Subject: RE: Amendment to EXT10018 [DLM=For-Official-Use-Only]

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Thanks Vanessa.

If you're satisfied that the published version now includes all the substantive changes that the parties last approved, please draft your All Staff message using the [GIF All Staff email template](#) advising pointees that the parties have amended this agreement, and include the following link:

- [MOU between Victoria Police and AFP in relation to the granting of on-line access to data/information systems to authorised AFP persons](#)

Any concerns or queries, please do not hesitate to contact us.

Best regards,
Nick



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From: Pardy, Vanessa
Sent: Tuesday, 29 January 2013 1:14 PM

To: Governance
Subject: RE: Amendment to EXT10018 [DLM=For-Official-Use-Only]

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Hi Nick,

As discussed happy to leave the Governance page for the Vicpol MOU as is. We will be developing a new MOU in June/July so it will change in the near future anyway.

Thanks,



VANESSA PARDY
SSM - COORD & ADMIN
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From: Blake, Nicholas **On Behalf Of** Governance
Sent: Tuesday, 29 January 2013 10:20 AM
To: AOCC-Governance-Training
Cc: Pardy, Vanessa
Subject: FW: Amendment to EXT10018 [DLM=For-Official-Use-Only]

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Hi Charisse,

Please see the response from Governance-Publishing below. Because of how your Appendix B is loaded and published (i.e. as simply a series of scanned images), the online guys can neither amend page 4, nor insert a separate page, without you (or VICPOL) providing either an MS Word or PDF page with the new content.

Can you advise please? Happy to discuss.

Best regards,
Nick



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From: Lubiejewski, Jason **On Behalf Of** Governance-Publishing
Sent: Tuesday, 29 January 2013 10:05 AM
To: Governance
Subject: RE: Amendment to EXT10018 [DLM=For-Official-Use-Only]

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Hey Nick

If this is a VIC police document, can a new one be sourced?

We can insert a new page into the PDF. **Please provide** either a MS Word or PDF page and we will insert it.

cheers



JASON LUBIEJEWSKI
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From: Blake, Nicholas **On Behalf Of** Governance
Sent: Friday, 25 January 2013 2:09 PM
To: Governance-Publishing
Cc: Governance
Subject: FW: Amendment to EXT10018 [DLM=For-Official-Use-Only]

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Hi guys,

Here's a challenge for you...(see below).

I've already amended the metadata and published the new classification/markings for this document (EXT10018) as 'FOUO'. However, what's the best way of doing what AOCC have most recently asked below? i.e. either amending the current PDF page 4 to include the following text (if that's possible) or creating and inserting a new PDF page into Appendix B (after page 4) with:

- 2.8 Forms**
- 2.9 Procedures Regarding the Input of 'Field Contact'**
- 2.10 Procedures Regarding the Submission of 'Person Warning Flag' Information**

Is it possible to do either? Happy to go back to AOCC with whatever you recommend (NB: as you will note, we had originally asked **them** to provide a replacement PDF page).

Forwarded for your advice accordingly please.

Best regards,
Nick



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From: Cachuela, Charisse **On Behalf Of** AOCC-Governance-Training
Sent: Friday, 25 January 2013 1:50 PM
To: Governance
Cc: Pardy, Vanessa
Subject: RE: Amendment to EXT10018 [DLM=For-Official-Use-Only]

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Hi Nick,

Thank you for publishing the amended MoU. Further to your email below, Appendix B Table of Contents 2.8, 2.9 and 2.10 can be left on a separate page; and the classification can be changed to For-Official-Use-Only.

Please contact AOCC-Governance-Training@afp.gov.au should you have any further queries.

Regards,
Charisse



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From: Blake, Nicholas **On Behalf Of** Governance
Sent: Thursday, 17 January 2013 11:53 AM
To: AOCC-Governance-Training
Cc: Governance
Subject: RE: Amendment to EXT10018 [DLM=For-Official-Use-Only]

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Hi Charisse,

I'm pleased to advise that all of your substantive amendments are now published 'live' on the Governance Instrument Framework.

Note, though, that there was one minor amendment which we were **not** able to publish at this time; i.e. your last written agreement (variation) added in your Appendix B Table of Contents, after the heading for 2.7, the headings of 2.8, 2.9 and 2.10. We're unable to make this change unless you provide us a replacement PDF for that page (i.e. as the PDF which is loaded is simply a scanned image).

I also note that your agreement is currently classified 'IN-CONFIDENCE', which is no longer a valid Commonwealth security classification. You/NMOS should consider reclassifying/remarking this instrument accordingly (e.g. to FOUO etc.), in consultation with the other party (i.e. Victoria Police).

Once you're satisfied that the published version conforms to what the parties have approved, please draft your All Staff message using the GIF All Staff email template advising appointees that the parties have amended this agreement, and include the following link:

- [MOU between Victoria Police and AFP in relation to the granting of on-line access to data/information systems to authorised AFP persons](#)

Any concerns or queries, please do not hesitate to contact us.

Best regards,
Nick



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From: Cachuela, Charisse **On Behalf Of** AOCC-Governance-Training
Sent: Wednesday, 16 January 2013 9:34 AM
To: Governance
Cc: AOCC-Governance-Training
Subject: Amendment [DLM=For-Official-Use-Only]

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Dear Governance,

I seek your assistance with the amendment of *Memorandum of Understanding between Victoria Police and Australian Federal Police in relation to the granting of on-line access to data/information systems to authorised AFP persons*, endorsed by VICPol and NMOS (as attached).

Once you have confirmed it has been amended from the GIF, an all-staff email will be sent.

Thank you for your assistance.

Regards,
Charisse



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UNDER THE
FREEDOM OF INFORMATION ACT 1982

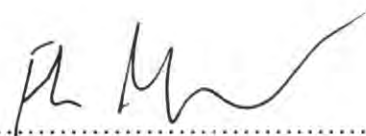
Amendments to the "Memorandum of Understanding between Victoria Police and the Australian Federal Police in relation to the granting of on-line access to data/information from specified Victoria Police information systems to Authorised AFP persons" dated 14 October 2009

Pursuant to subclause 3.1.4 of the MOU dated 14 October 2009, between Victoria Police and the Australian Federal Police relating to the granting of on-line access to data/information from specified Victoria Police information systems to Authorised AFP persons, the parties hereby agree to alter the MOU as follows:

- (i) Insert into clause 2 Definitions the following:
 "Trained AFP person" means an Authorised AFP Person who has been nominated by the AFP, undergone specialised training by VICPOL and has been granted access to input specific data into specified VICPOL information systems.
- (ii) Replace **VICPOL** section of **Schedule B (attached)**;
- (iii) Replace Schedule C with the new **Schedule C (attached)**;
- (iv) Insert after 2.7 Appendix B Section 2, page 4, the following:
 2.8 Forms
 2.9 Procedures Regarding the Input of 'Field Contact'
 2.10 Procedures Regarding the Submission of 'Person Warning Flag' Information"
- (v) Insert Appendix B: **Sections 2.9 and 2.10 (attached)**.


.....
Graham Ashton, Deputy Commissioner,
Specialist Operations

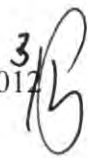
For and on behalf of Victoria Police


.....
Assistant Commissioner Frank Prendergast
APM
National Manager, Operations Support
For and on behalf of Australian Federal Police



**SIGN
HERE**

Date: 10/12/2012

Date: 10/01/2012 ³

Amendments to the “Memorandum of Understanding between Victoria Police and the Australian Federal Police in relation to the granting of on-line access to data/information from specified Victoria Police information systems to Authorised AFP persons” dated 14 October 2009

SCHEDULE C: VICTORIA POLICE INFORMATION SYSTEMS TO WHICH ACCESS IS GRANTED

- 1) Law Enforcement Assistance Program (LEAP) :
 - read only access by Authorised AFP persons
 - input of “Field Contact” by Trained AFP persons, and
 - submission of “Person Warning Flag” information by AFP personnel

THIS DOCUMENT IS
RELEASED BY THE
AUSTRALIAN FEDERAL POLICE
UNDER THE
FREEDOM OF INFORMATION ACT 1982

Amendments to the “Memorandum of Understanding between Victoria Police and the Australian Federal Police in relation to the granting of on-line access to data/information from specified Victoria Police information systems to Authorised AFP persons” dated 14 October 2009

APPENDIX B: SECTION 2

2.9 PROCEDURES REGARDING THE INPUT OF “FIELD CONTACT”:

Training

VICPOL will provide training to nominated AFP personnel on the required way to directly input “Field Contact” information into the LEAP system. Upon completion of the training, the AFP personnel will be **Trained AFP persons**. Only Trained AFP persons will be granted access to directly input “Field Contact” information into the LEAP system.

VICPOL will provide Trained AFP persons with the “Victoria Police Procedures and Guidelines” relating to “Field Contact” input. These Trained AFP persons will disseminate this information to relevant AFP personnel (those who are expected to provide information for input).

Guidelines

Process

VICPOL will provide Trained AFP persons with a soft copy of the relevant “Field Contact Report” form(s). **[Form L19]**: Trained AFP persons will supply this form to AFP personnel who have relevant information to be inputted. AFP personnel will fill out the form and submit it to Trained AFP persons, who will enter this information into the LEAP system.

Criteria – circumstances under which a “Field Contact Report” is to be submitted

s37(2)(b), s47B, s47E(d)

Amendments to the “Memorandum of Understanding between Victoria Police and the Australian Federal Police in relation to the granting of on-line access to data/information from specified Victoria Police information systems to Authorised AFP persons” dated 14 October 2009

2.10 PROCEDURES REGARDING THE SUBMISSION OF “PERSON WARNING FLAG” INFORMATION:

Training

VICPOL will provide nominated AFP personnel with the “Victoria Police Procedures and Guidelines relating to Person Warning Flags”. Such AFP personnel will disseminate this information generally to relevant AFP personnel.

Guidelines

Process

VICPOL will provide nominated AFP personnel with a soft copy of the “Person Warning Flag” form and “Physical Description” form. AFP personnel will supply these forms to relevant AFP personnel who will fill out the form(s). The authorised form is emailed to the Record Services Division, VICPOL (police.enquiry@police.vic.gov.au). Record Services Division staff will enter this information into the LEAP system.

Criteria – categories of “Person Warning Flag”

s37(2)(b), s47E(d), s47B

Amendments to the “Memorandum of Understanding between Victoria Police and the Australian Federal Police in relation to the granting of on-line access to data/information from specified Victoria Police information systems to Authorised AFP persons” dated 14 October 2009

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FREEDOM OF INFORMATION ACT 1982

s37(2)(b), s47B, s47E(d)

s37(2)(b), s47B, s47E(d)

When to submit a “Person Warning Flag”

Criteria

A “Person Warning Flag” form [Form 292] is to be submitted, by the end of a shift, whenever the following apply:

- a person falls within one of the “Person Warning Flag” categories
- it is believed that the -
 - person is a serious risk or potentially represents a serious risk
 - information is factual, based on reasonable grounds
- the information is relevant to VICPOL.

Authorisation

A supervisor authorises the electronic [Form 292] before it is sent to VICPOL’s Records Services Division as required.

Additional requirements

If the person does not have an existing MNI number (i.e. is not recorded on LEAP), a “Personal Physical Description” [Form L10] is submitted with the “Person Warning Flag” form.



AFP

AUSTRALIAN FEDERAL POLICE

AOCC

REF: CMS 2012/25295

SUBJECT: Memorandum of Understanding between Victoria Police and Australian Federal Police

Action Required: Signature

**Due :
22-Jan-2013**

- URGENT (24 hours)
- Category 1 (7 days)
- Category 2 (14 days)
- Category 3 (28 days)
- For information/file only
- Other...

To: (Please enter in order of receipt top to bottom)

MAOCC
NMOS

s47F

MAOCC
10.1.13

SUPP TURNAROUND =>
TO BSM FOR
ACTED. UPDATE
MOU + PROCESS
AGREEMENTS WITH VICPOL

Comments:

Please see attached EB in relation to updating the Memorandum of Understanding between Victoria Police and the AFP.
The MOU has already been signed by the Deputy Commissioner of Victoria Police, and the NMOS has been briefed and approved the changes.

Action Officer: Vanessa Speirs Ext: 157414

s47F

Vanessa Speirs
Date: 8/01/2013

s47F

MAOCC
8.1.13

10/1/2013

NMOS

BACKGROUND AND
ENGAGEMENT WITH YOUR
OFFICE AT ANNEX B

- RECOMMEND ENGAGEMENT
+ ASSIGNMENT of ANNEX C
- UPON ENGAGEMENT THE
MOU WILL BE RE-DONE
CURRENT MOU + ANNEX A
- THANKS

MAOCC
Engd
NMOS 10/1/13
PREVIOUS



Addressee NMOS
through MAOCC

s47F

7.1.13

Title Approval to Amend the Memorandum of Understanding (MOU) between Victoria Police and Australian Federal Police in relation to the granting of on-line access to data/information systems to authorised AFP persons.

Action required:

Approval and signature of NMOS of amended MOU.

Reasons for proposed actions:

[Redacted]

s47C, s47E(d)

The amended MOU will enable Victoria Police dealing with individuals who have been the subject of AFP activity to access this information directly on the VICPOL LEAP System.

s37(2)(b), s47B

[Redacted]

s37(2)(b), s47B

Part of the proposal involves the direct entry of information onto the LEAP system by nominated members of the AFP. The current MOU (Attachment A) does not address the direct input of data but only the access of that information. As a result, the current MOU requires amendment in order to ensure that there is agreement governing the direct entry of information by AFP members into the LEAP database. (Please see attached EB from Melbourne office – Attachment B).

The update to the MOU has already been approved by NMOS and noted by DCO. VICPOL Deputy Commissioner Specialist Operations Graham ASHTON AM has also endorsed and signed the amendments.

Resource implications:

Minimal - Data input will occur at the time of AFP action i.e. upon arrest, charge and bail. A number of investigators in the Melbourne office will be trained and authorised to complete the necessary form or data entry in the VICPOL LEAP system.

Consultation:

AFP Legal, AFP Security Governance, Victoria Police Legal and Victoria Police Information Security have been consulted and agreed on several proposed amendments to the MOU.

Expected Reaction:

Victoria Police have agreed to the proposed amendments and original documents are complete with signature from Deputy Commissioner Graham ASHTON of Victoria Police.

Recommendation:

Request that the amendments (both copies) be signed by NMOS and returned to AOCC Strategic Systems Management (SSM) for onforwarding to Victoria Police (see attachment C).



s47F

Vanessa Speirs
A/TL Systems Access Management
AOCC

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Memorandum of Understanding between Victoria Police and Australian Federal Police in relation to the granting of on-line access to data/information systems to authorised AFP persons

Close document details

Metadata

Caption	Victoria Police & AFP: Online access to VICPOL information systems
Document Identifier	EXT10018
Description	Sets out the procedures and conditions to grant and manage AFP member to access online VICPOL information systems. Operations Support
Governance Function	
Owned by	National Manager Operations Support
Date First Approved	11/09/2009 0:00
Contact Person	TL AOCC Coordination Governance and Policy
Date Published	30/03/2010 0:00
Date Modified	13/6/2012
Date Last Reviewed	24/11/2011
Authorised by	Commissioner
Date of Next Review	24/11/2013
IPS publishing:	
IPS decision date	
Instrument Type	Agreements and MOUs
Replaces	EM00184
Stakeholders	VICPol, ICT, AOCC, Security, PRS
Instrument Classification	IN-CONFIDENCE
Dissemination Limiting Marker (DLM)	

Part one: Scope

1 Objectives

The objectives of this MOU between:

- VICPOL; and the

- AFP

are:

1.1 to ensure that compliance with relevant legislation is maintained;

1.2 to ensure the security and integrity of VICPOL data/information;

1.3 to introduce standard access arrangements;

1.4 to ensure that there are procedures in place to facilitate and govern the appropriate access to, use, storage, release and disposal of VICPOL data/information by Authorised AFP persons; and

1.5 to establish the terms and conditions governing the granting of on-line access to Authorised AFP persons to VICPOL data/information from specified VICPOL information systems.

2 Definitions

2.1 In this MOU the following expressions have these meanings:

'**AFP Approving Officer**' means the person appointed by the AFP (and occupying or acting in the position specified in **Schedule A**) to approve applications for access to VICPOL data/information by Authorised AFP persons and to supervise the responsibilities of the AFP Contact Officer. The person appointed to this position must have the authority within the AFP to identify and confirm that an Applicant has a valid need to access VICPOL data/information for the purposes of undertaking duties on behalf of the AFP.

'**Applicant**' means the AFP person applying for online access to VICPOL data/information from specified VICPOL information systems.

'**Approved training program**' means the training program defined by each VICPOL information system according to the Manual.

'**Authorised AFP person**' means a person employed in the AFP who has:

- had his/her application for access approved by the AFP Approving Officer (referred to in **Schedule A**); and
- been authorised by the relevant VICPOL System Sponsor(s) (or delegate) and/or Information Owner(s) (or delegate) to access the VICPOL data/information for which access has been granted.

'**CLEDS Standards**' means the *Standards for Victoria Police law enforcement data security* (including any amendments or variations thereto) issued by CLEDS which are annexed hereto at **Appendix A**.

'**Contact Officer**' means the person(s) appointed within both VICPOL and the AFP (and occupying or acting in the position specified in **Schedule B**) to undertake the responsibilities for ongoing liaison regarding day to day management of Authorised AFP persons' on-line access to VICPOL data/information.

'**Information Owner**' means the incumbent of the position that has responsibility for the management and security of information stored in the range of mainframe,

minicomputer, mid-range computer and/or network datasets or network folders (where that information is not primarily managed by a formal application system).

'**Manual**' means the document named '**Guidelines, Forms and Procedures Regarding the Provision of Access to Victoria Police data/information from specified Victoria Police information systems by Authorised AFP persons**' annexed hereto at **Appendix B**. This document contains overarching as well as system specific details regarding the provision of online access to VICPOL data/information from specified VICPOL information systems.

'**MOU**' means this Memorandum of Understanding and it incorporates the Schedules and Appendices hereto.

'**Parties**' means the Parties to this MOU.

'**Records Services Division**' means the Records Services Division, VICPOL.

'**System Sponsor**' means any one of the persons who is responsible for the overall security, operation and management of the components of the Victoria Police IT and communications infrastructure and each corporate application system.

'**Training Consultancy Unit (VICPOL)**' means the VICPOL Training Unit operating at the Victoria Police Centre and the Victoria Police Academy.

'**VICPOL Agency Security Advisor**' means the person appointed by VICPOL for the day-to-day performance of the protective security function within VICPOL.

'**VICPOL data/information**' means electronic data/information stored in the VICPOL information systems set out in **Schedule C** and any representation thereof via any means.

'**VICPOL information systems**' means the formal VICPOL application systems and the managed subsets of data/information on the VICPOL network.

2.2 Words importing the singular number include the plural and vice versa.

3 Terms and conditions

3.1 General:

3.1.1 This MOU will be effective from the first date the last signature is affixed in Part 2 and will remain in force unless terminated pursuant to subclause 3.1.5.

3.1.2 Subject to the completion of the authorisation processes detailed in the Manual, VICPOL agrees to process the implementation of on-line access to VICPOL data/information from the VICPOL information systems set out in **Schedule C** for Authorised AFP persons, to the extent and for the purposes set forth in this MOU, for as long as this MOU remains in force.

3.1.3 The persons named as signatories in **Part Two** of this MOU have the authority to sign this MOU on behalf of their respective organisations.

3.1.4 A term or condition of this MOU may be varied, modified or altered only by written agreement of both Parties.

3.1.5 Each party reserves the right to unconditionally terminate this MOU on written notification to the relevant party's signatory (or his/her successor) to this MOU.

3.1.6 The AFP agrees to appoint a person to undertake the responsibilities of the AFP Approving Officer. Details regarding the position are to be included in **Schedule A** subject to subclause 3.1.6.1. The name and sample signature of the person occupying or acting in this position must be forwarded to the VICPOL Contact Officer immediately after the signing of this MOU. Thereafter, AFP must notify VICPOL of any change to the person occupying or acting in the position of AFP Approving Officer. Such notification must be made by completing and forwarding an updated **Schedule A** to the VICPOL Contact Officer, within seven days of the change occurring.

3.1.6.1 Any nomination by the AFP to fill the position of the AFP Approving Officer must be approved by VICPOL.

3.1.7 The key roles of the AFP Approving Officer are (by signing each form applying for access by an Applicant) to verify both:

- that the Applicant has a valid business need on behalf of the AFP for the access being requested; and
- that appropriate vetting of the Applicant has been conducted, and that nothing adverse has been identified during that vetting process that would preclude the Applicant from being entitled to access VICPOL data/information

and to supervise the responsibilities of the AFP Contact Officer.

3.1.8 The AFP Approving Officer is required to, without delay, notify the VICPOL Contact Officer of any breaches of the conditions outlined in this MOU, particularly in relation to the unauthorised access to, use, storage, release and disposal of VICPOL data/information. Non-notification of a breach, or continued breach of the conditions of this MOU, may constitute grounds for terminating this MOU.

3.1.9 Both VICPOL and the AFP must appoint a person or person(s) to undertake the responsibilities of the Contact Officer, within their respective organisations and notify each other of any changes to such position. Specifically, AFP must forward the name(s) and sample signature(s) of the person(s) occupying or acting in role of the AFP Contact Officer to the VICPOL Contact Officer immediately after the signing of this MOU. Thereafter, AFP must notify VICPOL of any change to the person(s) occupying or acting in the position. The notification by both VICPOL and AFP must be made by completing and forwarding an updated **Schedule B** to the respective Contact Officer within seven days of the change occurring, for attachment to all copies of this MOU and for the provision of advice to the relevant VICPOL System Sponsor(s) (or delegate) and/or Information Owner(s) (or delegate).

3.1.10 Unless otherwise specified in this MOU, all communication regarding the implementation of this MOU must be directed through the Contact Officers.

3.1.11 The parties do not intend this MOU to create any legally binding obligations between them.

3.1.12 The Parties will review this MOU every two years from the date the last signature is affixed in Part 2. Any variations, modifications or alterations required as a result of such review will be made in accordance with subclause 3.1.4.

3.2 Conditions of Access:

3.2.1 The AFP hereby acknowledges that it will, at all times, comply with, implement and meet its obligations with respect to all relevant CLEDS Standards and any applicable VICPOL policies and standards.

3.2.2 All access to, use, storage, release and disposal of VICPOL data/information by Authorised AFP persons is subject to and conditional upon their compliance with all relevant CLEDS Standards and any applicable VICPOL policies and standards. An Authorised AFP person must only access, use, store, release or dispose of VICPOL data/information for the purposes of performing his or her duties associated with the lawful activities of the AFP.

3.2.3 An Authorised AFP person must not, except in the performance of his or her duties associated with the lawful activities of the AFP, access, use, store, release or dispose of VICPOL data/information on behalf of or to third parties.

3.2.4 The use by an Authorised AFP person of any portable device or removable media containing any data/information acquired or accessed from VICPOL information systems is subject to all relevant CLEDS Standards and any applicable VICPOL policies and standards.

3.2.5 This MOU does not address the provision of access by Authorised AFP persons to data/information held on hardcopy records by the Records Services Division. Access to hardcopy data/information shall be subject to a separate arrangement between the AFP and the Records Services Division.

3.2.6 On-line access to VICPOL data/information by Authorised AFP persons may be restricted or altered at any time without prior notice. At all times, the authority for determining the access profile which may be assigned to each group of Authorised AFP persons resides with the VICPOL System Sponsor(s) (or delegate) and/or Information Owner(s) (or delegate). Notification of any restriction or alteration to access privileges will be provided by the VICPOL System Sponsor(s) (or delegate) and/or Information Owner(s) (or delegate) to the AFP Contact Officer via the VICPOL Contact Officer as soon as practicable.

3.2.7 On-line access to VICPOL data/information may at any time and for any period of time be withdrawn by VICPOL for the purpose of service and maintenance. Where possible, VICPOL will give advance notice of its intention to withdraw such access.

3.2.8 VICPOL reserves the right to unconditionally terminate the access of any Authorised AFP persons for his or her apparent:

- misuse of a VICPOL information system; or
- breach of security

or for any other reason approved by the Chief Commissioner, Victoria Police (or delegate). (Written notice will be provided by VICPOL to the AFP Approving Officer of any such termination of access.)

3.3 Classification of Victoria Police Data/Information and Confidentiality:

3.3.1 For the purposes of this MOU, VICPOL data/information shall be handled and managed by Authorised AFP persons in accordance with and at the levels of protection required by:

- CLEDS Standards and any applicable VICPOL policies and standards; and

- any security classification that has been placed on VICPOL data/information by VICPOL.

3.3.2 The AFP is required to comply with the National Privacy Principles in the *Privacy Act 1998 (C'th)*. To maintain confidentiality and integrity, the AFP will implement procedures which prevent:

- the unauthorised access to or use of VICPOL data/information (or records containing VICPOL data/information), and
- the unauthorised dissemination of VICPOL data/information (or records containing VICPOL data/information).

3.3.3 The AFP must, in accordance with all relevant CLEDS Standards and any applicable VICPOL policies and standards, implement procedures for the proper retention and disposal of records derived from VICPOL information systems. The retention and disposal of these records by the AFP must be in accordance with the requirements of the *Public Records Act 1973 (Vic.)*, the *Archives Act 1983 (C'th)*, and/or any other relevant archiving legislation.

3.3.4 The AFP is required to notify the VICPOL Contact Officer of any requests received under Freedom of Information legislation which involve records containing data/information obtained from VICPOL information systems and shall not release such records without the prior approval of VICPOL.

3.3.5 The AFP is required to notify the VICPOL Contact Officer regarding the loss of any the AFP record which was derived from data/information obtained from VICPOL information systems.

3.4 Security Requirements:

3.4.1 The AFP agrees that no Applicant will have access to any VICPOL data/information prior to:

- the AFP certifying to VICPOL that VICPOL policy and CLEDS Standards on personnel security vetting of the Applicant have been met and that the AFP agrees to periodic audits by VICPOL of their security check process; and
- each System Sponsor(s) (or delegate) and/or Information Owner(s) (or delegate), is satisfied that the AFP is compliant to relevant CLEDS Standards and any applicable VICPOL policies and standards or created a secure physical environment within its facilities to protect against unauthorised access to VICPOL data/information.

3.4.2 Details of the processes that must be completed prior to an Authorised AFP person gaining access to VICPOL data/information are described in separate sections of the Manual.

3.4.3 VICPOL data/information shall only be transmitted via methods and equipment approved by VICPOL.

3.4.4 Modes of access by Authorised AFP persons to VICPOL data/information must be approved and implemented in accordance with CLEDS Standards and VICPOL policies and standards and be approved by the VICPOL System Sponsor(s) (or delegate) and/or Information Owner(s) (or delegate), and the VICPOL Agency Security Advisor.