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AFP
AUSTRALIAN FEDERAL POLICE



**Alannah & Madeline
Foundation**

**Australian Federal Police
and
The Alannah and Madeline Foundation**

Memorandum of Understanding

on

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**Collaborative child protection
(prevention) and online safety
working arrangements**

FREEDOM OF INFORMATION ACT 1982
(COMMONWEALTH)

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1. Participants

1.1 The participants to this Memorandum of Understanding (MOU) are the:

- Australian Federal Police (AFP); and
- The Alannah and Madeline Foundation (AMF).

2. Purpose

2.1 This MOU sets out the agreement between the AFP and AMF in relation to:

- a. Promoting the large scale uptake of online safety education, through the AMF's eSmart Schools, eSmart Libraries and Connect programs, and the AFP's ThinkUKnow online safety program.
- b. Collaborating on a range of joint initiatives, including the National Centre Against Bullying biennial conference, National eSmart Week, and, where appropriate, National Child Protection Week.
- c. Establishing a framework for AFP and AMF to fulfil the obligations set out under this MOU, specifically joint AFP and AMF partnership objectives and expected outcomes.

2.2 Nothing in this MOU is intended to have legal or binding effect or create a legally binding relationship between the participants.

3. Interpretation

3.1 Unless a contrary intention is stated, the acronyms and terms used in this MOU have the following meanings:

AFP	Australian Federal Police
AFP employees	Refers to members of the AFP across the ThinkUKnow online safety program and other prevention efforts.
AMF	The Alannah and Madeline Foundation Limited as trustee of the Alannah & Madeline Foundation (AMF)

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CEOP	The Child Exploitation Online Protection centre of the United Kingdom's National Crime Authority, originators of the ThinkUKnow online safety program.
eSmart Schools	eSmart Schools is a behaviour-change initiative designed to help schools improve cyber safety and reduce cyber bullying and bullying. eSmart Schools provides a framework that guides the introduction of policies, practices and whole-school change processes to support the creation of a cyber safe or eSmart environment. eSmart Schools is now in over 2,200 schools across the country.
eSmart Libraries	eSmart Libraries helps public libraries better integrate cyber safety and wellbeing practices and promote the safe use of online technology in their communities. eSmart Libraries is working to connect Australia's 1,500 public libraries with the eSmart Framework and is already in 67% of libraries across the country.
Connect	<p>Connect has been designed to help communities up-skill their knowledge in relation to cyber safety, bullying and the impact violence has on children and young people.</p> <p>Utilising the expertise from our evidence-based programs we have established 'AMF Connect', a service that provides a range of informative workshops and seminars on topics related to cyber safety, bullying and care.</p> <p>Our workshops run for 60-minutes and can be tailored to suit a range of different settings including - schools, libraries, businesses, government and community organisations. Each workshop can also be tailored to suit a number of different audiences including - children, adults, parents, teachers, employees and general community.</p>
ThinkUKnow	The AFP's online safety education program in partnership with the Commonwealth Bank of Australia, Microsoft, and Datacom Australia. The online safety program is delivered by more than 600 volunteers from industry

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	partners (in addition to Neighbourhood Watch Australasia) to parents, carers and teachers, and by State and Territory police to school children in the classroom. Topics cover online grooming, and what young people SEE, SAY, and DO online.
MOU	Memorandum of Understanding

4. Roles of the participants

4.1 The AFP will:

- a. Work collaboratively on the production, promotion and uptake of AFP and AMF joint initiatives, specifically to drive greater awareness about online safety and encourage schools, libraries, and the broader community to support eSmart Schools, eSmart Libraries and Connect.
- b. Actively promote the partnership between the AFP and AMF via internal and external channels.
- c. Contribute to the AMF's *Economic Cost of Bullying*, participating in round tables and providing law enforcement observations.
- d. Incorporate AMF in its education programs, such as the *Tour de Tasmania*, in collaboration with ThinkUKnow and eSmart Libraries.
- e. Provide support and actively participate in the biennial National Centre Against Bullying conference, targeting cyber and online bullying.
- f. Support the AMF's *Respect your #selfie* awareness program.
- g. Provide ThinkUKnow online safety resources (presentations and printed materials) in support of eSmart School and eSmart Libraries programs.

4.3 The AMF will:

- a. Where relevant, involve the AFP in its national research programs, such as the *Economic Cost of Bullying* research undertaking.

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- b. Use and promote the AFP ThinkUKnow online safety program (and associated resources) through its eSmart Schools, eSmart Libraries and Connect programs, and within the broader Australian community.
- c. Acknowledge the AFP—and the ThinkUKnow online safety program—as a child protection partner in awareness strategies, materials, online, and through associated programs.
- d. Actively promote and support the ThinkUKnow cyber safety education program.
- e. Acknowledge the AFP’s involvement in joint initiatives.
- f. Work with the AFP to raise awareness of the risks associated with image-based abuse, and include the AFP as a source of advice to AMF’s *Respect your #selfie* project reference group.
- g. Work with the AFP to raise awareness of online grooming, risks, trends and issues affecting young people online and to dispel myths.

5. Reporting

5.1 Reporting will take the form of:

- a. Informal monthly updates between the AFP and the AMF management teams.
- b. Annual updates to the AMF Board.
- c. Progress reporting on online safety initiatives through the ThinkUKnow Board of Management, held four times a year.

6. Evaluation

6.1 Evaluation will be based on:

- a. Reaching annual agreed targets.
- b. Uptake and feedback of online safety educational resources and joint initiatives.

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- c. Uptake of ThinkUKnow online safety program in schools.
 - d. Update of libraries and school involvement in eSmart Libraries, eSmart Schools and Connect respectively.
 - e. Positive media reporting and social media activity.
- 6.2 Issues and needs in respect to joint projects will be identified; both the AFP and AMF are open to receiving relevant suggestions on improving programs where necessary.

7. Intellectual Property and Logos

- 7.1 Intellectual Property vesting in material created pursuant to this MOU will be jointly shared between the parties identified in this MOU.
- 7.2 A party ('Licensee') will only use a Logo owned or licensed by the other party ('Licensor') with the other party's prior written permission. If permission is granted, then the Licensee's use of the Logo will be subject to the following conditions:
- (a) the Licensee must not sell, offer for sale or otherwise profit from the use of the Logo;
 - (b) the Licensee must not represent itself and must ensure its officers, employees, agents and subcontractors do not represent themselves as being an officer, employee or agent of the Logo owner, or as otherwise able to bind or represent the Logo owner;
 - (c) the Licensor may at its sole discretion revoke the Licensee's permission to use the Logo at any time by providing the Licensee with written notice;
 - (d) the Licensee must not knowingly allow any other party to reproduce the Logo without the express consent of the party owning or licensing the logo;
 - (e) the Licensee must not reproduce, use or deal with the Logo in a manner that would bring disrepute on the owner of the Logo;
 - (f) Intellectual Property in Logo remains the exclusive property of its owner;
 - (g) the Logo will be in a format provided by the Licensor;
 - (h) the Licensee must not sublicense any of the rights granted to it above; and

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(i) any other conditions specified in the permission.

7.3 Both parties acknowledge that ownership of Intellectual Property vesting in the Logos will not be altered, transferred or assigned by virtue of its use in accordance with this clause.

7.4 This MOU acknowledges the AFP uses the ThinkUKnow collateral and associated logos under license from CEOP.

8. Duration

8.1 This MOU will commence on the date the last signature is affixed and operate until terminated in accordance with clause 15 of this MOU.

9. Annexes

9.1 This MOU establishes the framework for the relationship between the participants. Annexes relating to specific areas of operation may be developed by the participants and will form part of this MOU when agreed upon in accordance with this clause.

9.2 An annex is taken to be agreed under this MOU if it is signed by both the AFP National Manager Crime Operations and CEO of the AMF.

9.3 An annex becomes effective from the last date of signing unless expressly stated otherwise in the annex, and will operate until terminated in accordance with the termination provision in that annex.

9.4 All annexes cease effect from the date this MOU is terminated in accordance with clause 15.

9.5 Letters of exchange may be established under this MOU to outline details of procedures such as exchanging information or in regards to the assignment of individuals.

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10. Information exchange

- 10.1 The participants will exchange information relevant to meeting the objectives of this MOU. More detailed arrangements for information exchange may be outlined in letters of exchange under this MOU.
- 10.2 The participants will exchange information pursuant to this MOU in accordance with relevant Australian law relating to privacy, secrecy and disclosure of information.
- 10.3 The participants will protect any information provided by the other party from unauthorised access or disclosure.
- 10.4 The participants will comply with any conditions, restrictions or caveat imposed by the other party in respect of the handling or disclosure of information.
- 10.5 Personnel of either party authorised to have access to information or intelligence under this MOU may not record, divulge or communicate such information except in the performance of the personnel's official duties and for the purposes for which the information was provided.
- 10.6 The participants will not disclose information obtained under this MOU to a third party without the written consent of the information provider.

11. Communication, policy and media strategy

- 11.1 The participants agree that maintaining open lines of communication is essential to maintaining an effective relationship. Accordingly it is agreed that the AFP and the AMF management teams and employees will liaise as required, and through informal monthly meetings.
- 11.2 Briefs to Ministers on matters involving both parties should be agreed and provided jointly by the participants. The participants agree to communicate on policy positions in other areas (for example policy

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forums) where possible; however briefs to Ministers on these issues may be made separately.

- 11.3 Where both participants are involved in a matter of media interest involving an announcement or significant matter content, including media releases, should be agreed to, and provided jointly by the participants. Where it is unclear as to who is the lead agency in a matter, the participants will agree on a case by case basis as to which party shall be the lead agency for media purposes. The participants agree that contributions provided by each party shall be reflected in any media release.
- 11.4 Specific arrangements for communication and media issues may be included in an annex(es) to this MOU. Such arrangements must be consistent with principles outlined in this clause.
- 11.5 Each party agrees, when necessary, to consult the other party on relevant proposed legislative changes that may potentially impact on the other party before seeking approval for the proposed legislative change from Ministers.
- 11.6 Each party agrees to proactively engage traditional media and use social media channels to promote the partnership and respective joint initiatives.

12. Legal and financial liabilities

- 12.1 This MOU does not establish any legal liabilities between the participants. Any legal liability arising from action under this MOU will be dealt with according to law, legislation and/or other instruments intending to establish a legal relationship.
- 12.2 The participants will liaise with each other over any legal liabilities or other legal issues arising from action under this MOU.

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- 12.3 The participants may create annexes or enter into less formal arrangements to deal with any general financial arrangements.
- 12.4 That each party remains responsible for meeting any costs or expenses it incurs in relation to this MOU, including as a result of performing its responsibilities under this MOU unless agreed otherwise by the parties.

13. Resolution Differences

- 13.1 The participants will settle any differences arising in relation to this MOU by amicable consultation without any unreasonable delay.

14. Variation and review

- 14.1 It is important that this MOU and its annexes remain consistent, relevant and current. The participants will review this MOU and annexes on an annual basis and in the event any issue arises.
- 14.2 Should either participant seek to vary this MOU, the participants will negotiate in good faith.
- 14.3 This MOU may be varied at any time by agreement in writing and signed by persons holding the offices of the original signatories.

15. Termination

- 15.1 Either party may terminate this MOU without reason by giving the other party 30 days' notice in writing.
- 15.2 Termination does not affect liabilities and obligations separately established by law and legislation.

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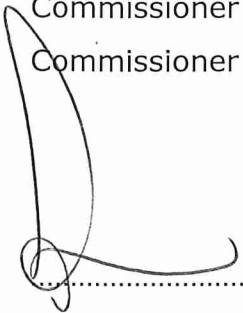
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SIGNED for and on behalf of the
Australian Federal Police by

Commissioner Andrew Colvin
Commissioner



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Date signed: 5/9/17

SIGNED for and on behalf of the
Alannah and Madeline Foundation by
Lesley Podesta
Chief Executive Officer



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Date signed: 5/9/17

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