



AFP
AUSTRALIAN FEDERAL POLICE



VICTIM SUPPORT
ACT Human
Rights Commission

Memorandum of Understanding

between

Australian Federal Police (ACT Policing)

and

The Victims of Crime Commissioner

regarding

the Victims of Crime in the Australian Capital Territory

Australian Federal Police and Victims of Crime Commissioner Memorandum of Understanding regarding the Victims of Crime in the Australian Capital Territory

1. Parties

1.1. The parties to this Memorandum of Understanding (**MOU**) are the:

- Australian Federal Police (**AFP**);
- Victims of Crime Commissioner (**VOCC**);

collectively, referred to as the "**parties**".

2. Purpose

2.1. This MOU:

- a. replaces the previous Memorandum of Understanding relating to Victims of Crime in the Australian Capital Territory, commencement date 5 June 2019;
- b. supersedes all prior agreements, representations, understandings and negotiations (either written or oral) with respect to such subject matter;
- c. sets out the agreement between the AFP and VOCC confirming their commitment to work collaboratively to ensure that victims of crime are appropriately acknowledged, protected, informed and supported in accordance with the *Victims of Crime Act 1994* (ACT);
- d. establishes guidance for collaboration to better fulfil the obligations of the Charter of Rights for Victims of Crime, under the *Victims of Crime Act 1994* (ACT); and
- e. establishes guidance for communication and information sharing to fulfil the requirements as set out in the *Victims of Crime (Financial Assistance) Act 2016* (ACT).

2.2. The parties agree to work together to:

- a. provide consistent and timely information to victims about access to services, their rights and entitlements;

- b. review the referral process for victims of crime in the ACT with a view to enhancing existing arrangements (see Annexure A);
- c. enhance the information exchange arrangements between parties; and
- d. develop strategies to address concerns relating to victims of crime in the ACT promptly and effectively.

2.3. The Parties acknowledge that this MoU is not legally binding.

3. Interpretation

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

ACTP	Means ACT Policing.
AFP	Means Australian Federal Police.
Annexure	Means a document authorised by both parties to add information or process to this MOU made in accordance with this MOU and includes Annexure A, and Annexure B to this MOU.
CPO	Means Chief Police Officer for the ACT.
MOU	Means memorandum of understanding.
Personal Information	Means information or an opinion (including information or an opinion forming part of a database and whether or not recorded in a material form) about a person who is identifiable or reasonably identifiable.
Victims of Crime Commissioner	Means staff including VS ACT staff assisting the VOCC to meet their functions under the <i>Victims of Crime Act 1994 (ACT)</i> and the <i>Victims of Crime (Financial Assistance) Act (ACT) 2016</i> .
VS ACT	Means Victims Support Australian Capital Territory.
VLO	Means Victim Liaison Officer.

3.2. To the extent of any inconsistency between this MOU, and any Annex, Letters of Exchange, or Attachment, or any subsequent arrangement between the parties, the terms of this MOU prevails to the extent of any inconsistency.

3.3. Nothing in this MOU compels either party to take action in a particular matter.

4. Roles of the parties

4.1. The AFP is responsible for the provision of policing services to the ACT via ACT Policing, section 8 of the *Australian Federal Police Act 1979* (Cth) and the arrangements authorised under section 8(1A) of that Act.

4.2. Police in the ACT are a key gateway for victims of crime to access services and assistance. ACT Policing has partnerships with services including VS ACT in areas including family violence and sexual assault that ensure victims have ready and rapid access to support.

The VOCC is an independent statutory appointment of the ACT Government. The position is established pursuant to section 7 of the *Victims of Crime Act 1994* (ACT). The VOCC's functions are outlined in section 11 of the *Victims of Crime Act 1994* (ACT). With respect to this agreement the specific functions of the Commissioner are to:

- a. to manage the victims services scheme, the financial assistance scheme and any other program for the benefit of victims;
- b. to advocate for the interests of victims;
- c. to advocate for the interests of affected people under the *Mental Health Act 2015* (ACT);
- d. to monitor and promote compliance with victims rights;
- e. to ensure victims rights concerns are dealt with promptly and effectively;
- f. to promote the prompt and effective resolution of complaints about victims rights made to relevant complaints entities;
- g. to ensure the provision of efficient and effective services for victims;
- h. to consult on and promote reforms to meet the interests of victims;
- i. to develop educational and other programs to promote awareness of the interests of victims;
- j. to ensure that victims receive information and assistance they need in connection with their involvement in the administration of justice;
- k. to encourage and facilitate cooperation between parties involved in the administration of justice with respect to victims.

5. Duration

5.1. This MOU will commence on the date the last signature is affixed and operate until terminated in accordance with clause 14 of this MOU.

6. Annexures

6.1. This MOU establishes the framework for the relationship between the parties. Annexures relating to specific areas of operation may be developed by the parties and will form part of this MOU when agreed in accordance with this clause 6.

6.2. An annexure is taken to be agreed under this MOU if it is signed by both the CPO and the VOCC.

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

6.4. All annexures cease effect from the date this MOU is terminated in accordance with clause 14.

7. Information exchange

7.1. The parties will exchange information relevant to meeting the objectives of this MOU (see Annexure B).

7.2. The parties will exchange information pursuant to this MOU in accordance with governing legislation, including but not limited to:

- a. *Australian Federal Police Act 1979* (Cth) section 60A;
- b. *Privacy Act 1988* (Cth);
- c. *Crimes (Sentencing) Act 2005* (ACT) section 136;
- d. *Victims of Crime Act 1994* (ACT) section 18G; and
- e. *Victims of Crime (Financial Assistance) Act 2016* (ACT) section 40.

7.3. The parties will take all reasonable measures to ensure that information provided by the other party is protected against unauthorised access or disclosure.

7.4. The parties will comply with any conditions, restrictions or caveat imposed by the other party in respect of the handling or disclosure of information unless required by law.

7.5. An employee 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 employee's official duties and for the purposes for which the information was provided.

7.6. The parties will not disclose information obtained under this MOU to a third party without the written consent of the information provider or unless required by law.

7.7. This clause 7 will survive the expiration or termination of this MOU.

8. Protection of Personal Information

8.1. The parties agree to:

- a. Use personal information held or controlled in connection with this MOU only for the purpose of fulfilling their obligations under this MOU;
- b. Take all reasonable measures to ensure that personal information in their possession or control in connection with this MOU is protected against loss and unauthorised access, use modification or disclosure;
- c. Cooperate with any reasonable requests or enquiries made by the other party; and
- d. Comply in so far as practicable with any policy guidelines laid down by either party.

9. Communication, policy and media strategy

9.1. The parties agree that maintaining open lines of communication is essential to maintaining an effective relationship. Accordingly, the Commander Investigations and the VOCC agree to meet regularly to review the processes outlined in this MOU and to identify areas for development or improvement.

9.2. Each party will consult with the other party in relation to Ministerial Briefs on operational matters relevant to both parties. The parties agree to communicate their policy positions on matters relevant to the other party where possible however, it is agreed that parties may brief Ministers independently of the other party.

9.3. Where appropriate and reasonably practicable, each party agrees to consult the other party on any intended submission in relation to proposed legislative reform that may have impact on the other party before advancing the submission.

9.4. Neither party may make or authorise a press release or other public statement, or make or release any public comments, in relation to this MOU unless it has the prior written approval of the parties, or the statement or comment is required by law. Where both parties are involved in a matter of media interest, media releases should be agreed to where possible and provided jointly by the parties. Where it is unclear as to who is the lead agency in a matter, the parties will agree on a case by case basis as to which party will be the lead agency for media purposes. The parties agree that contributions provided by each party will be reflected in any media release.

10. Information materials and Training

10.1. Where appropriate, each party agrees to provide access to written materials within each parties control, in relation to services offered to victims of crime, with the view of ensuring information provided to victims of crime is relevant and current.

10.2. Parties will seek comment, review and/or assistance from the other party when developing information materials to be offered to victims of crime, when the information materials produced include information relevant to or referencing the other party.

10.3. Parties agree to participate in mutual training exercises on their respective roles and/or organisations or an agreed subject for any training organised by the other party and deemed relevant and feasible. These include, but are not limited to:

- a. AFP recruit training;
- b. VS ACT Volunteer program training;
- c. Training delivered to General Duties officers;
- d. Training delivered to Domestic and Family Violence Unit; and
- e. Training delivered to Sexual Offences and Child Abuse Team.

11. Legal and financial liabilities

11.1. This MOU does not establish any legal liabilities between the parties. Any legal liability arising from action taken under this MOU will be dealt with according to law, legislation and/or other instruments intending to establish a legal relationship.

11.2. The parties will liaise with each other regarding any legal liabilities or other legal issues arising from action taken in accordance with the terms of this MOU.

- 11.3. The parties may create annexures or enter into less formal arrangements to deal with specific financial issues, including resource sharing, fees for services, cost recovery, etc.

12. Dispute resolution

- 12.1. For any matter in relation to this arrangement that may be in dispute between the parties, the parties will attempt to resolve the matter at the workplace level, including, but not limited to:
- a. the parties or their representatives meeting and conferring on the matter
 - b. if the matter is not resolved at such a meeting, the parties arranging further discussions involving more senior levels of management meeting and conferring on the matter until such time as the matter is resolved
- 12.2. Annexures to this MOU may contain dispute resolution clauses outlining the method to be used and the position(s) within each agency responsible for managing and/or resolving the dispute in the first instance. Appropriate provision(s) shall be made for escalating the dispute to a higher level of management if the matter is not resolved at a lower level.
- 12.3. Despite the existence of a dispute, the other party will continue to perform its obligations under this MOU, unless requested by the AFP in writing not to do so.

13. Variation and review

- 13.1. It is important that this MOU and its Annexures remain relevant and current. The parties will review this MOU and Annexures every two years and in the event any issue arises.
- 13.2. Should either party seek to vary this MOU, the parties will negotiate in good faith.
- 13.3. This MOU may be varied at any time by agreement in writing and signed by persons holding the offices of the original signatories or by the Chief Police Officer for the AFP [delegate for the AFP] and the Victims of Crime Commissioner [delegate for the VS ACT].

14. Termination

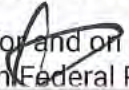
14.1. Either party may terminate this MOU without reason by giving the other party 14 days' notice in writing.

14.2. Termination does not affect liabilities and obligations separately established by law and legislation.

14.3. On the termination or expiration of this MOU and if requested by the AFP, the other party must provide all reasonable assistance and cooperation necessary to transfer its obligations under this MOU to the AFP or an alternative third party.

15. Signatures

SIGNED for and on behalf of Australian Federal Police by


§ 22(1)(a)(ii)

Scott Lee APM

Chief Police Officer for the ACT

[Date signed] 09 July 2025.

SIGNED for an on behalf of the Victims of Crime Commissioner for the ACT

§ 22(1)(a)(ii)

Victims of Crime Commissioner for the ACT

[Date signed] 09 July 2025.

Annexure A - Referrals

Referrals to VS ACT should be considered for all victims of crime and offered where appropriate and reasonably practicable, in accordance with section 15 of the *Victims of Crime Act 1994* (ACT). In most cases police will refer victims to VS ACT through the SupportLink electronic referral service or Wraparound.

In cases where the victim is deceased as a result of crime, and the Informant or Victim Liaison Officer believes a referral needs to be made urgently or directly to VS ACT, that person will contact Client Services Team at VS ACT, and advise the following:

- the deceased person's details including, but not limited to, name, gender, and age;
- the basic personal details of the family of the deceased person;
- details of the family members who have accepted a referral including, but not limited to, name, gender, age, address and contact details;
- basic details in relation to the alleged crime to enable informed support (e.g. Homicide, negligent driving occasioning death etc);
- details of any meetings with the family that police require Victim Services staff to attend; and
- any information regarding the alleged offender, charges and criminal proceedings.

There may be other cases that require a direct referral from the AFP to VS ACT and these will be considered on a case-by-case basis. These referrals will be made to the Client Services Team at VS ACT, where a direct referral is made the referral will include:

- name, date of birth and contact details of the victim
- offence type
- details of best time to contact victim, and whether a message can be left; and
- type of assistance (if known) required by the victims.

In all cases of a direct referral being received by VS ACT from ACTP, a VSACT representative will provide feedback to the person who made the referral (generally the Informant or VLO), as soon as is practicable. The feedback will include:

- details of contact made; status of the contact with the VS ACT;
- cessation of any contact with VS ACT; and
- any other information the client consents to including whether there are safety concerns.

The Wraparound Support Program is operated from VS ACT. ACTP are a participating agency. The purpose of Wraparound is to ensure victim-survivors of sexual violence and/or abuse receive high-quality, coordinated, targeted, and timely responses to their support and safety needs, regardless of engagement with criminal justice system proceedings, or not. All victim-survivors of sexual violence and/or abuse should be offered a referral to the Wraparound Support Program by ACTP in accordance with section 15 of the *Victims of Crime Act 1994* (ACT).

VS ACT may directly refer matters into ACTP Criminal Investigations, Sexual Offences and Child Abuse teams, between the hours of 8am-6pm when the matter meets the agreed referral criteria. Referrals made by VS ACT to ACTP outside the hours 8am to 6pm will be made through Police Operations or via attendance at a Police station.

Information can be sought by both parties in relation to the status of a matter and any of the above information at any other time under the guidelines and for the purpose of the MOU.

Any other issues regarding feedback about operational matters or systemic processes from VS ACT to ACT Policing should be directed to the Delegated ACTP contact officer within the Domestic Violence and Vulnerable Persons portfolio.

Annexure B - Information Exchange

Procedure for information exchange under the Financial Assistance Scheme

The *Victims of Crime (Financial Assistance) Act 2016* (ACT) (the Act) is the legislation underpinning the Financial Assistance Scheme in the ACT. Section 40 of the Act gives the Victim of Crime Commissioner (VOCC) the power to ask for information from the Chief Police Officer (CPO or a requested officer).

A requested officer is defined as an investigating police officer who is in charge of investigating the act of violence.

For the purpose of this Annexure, the Victims of Crime Commissioner includes their delegates, and the Chief Police Officer includes staff of ACT Policing on behalf of the CPO.

In order to be eligible for a financial assistance payment, the act of violence has to have been reported to a police officer (unless an exception applies).

What information will be required

The VOCC is the decision maker for the Financial Assistance Scheme. Information will be required from the CPO in order to be satisfied on the balance of probabilities of several things under the legislation including, but not limited to;

- the facts about the act of violence;
- the progress of the investigation;
- the reasons for not proceeding with an investigation;
- the charges laid;
- court dates;
- the outcomes of proceedings (including appeals);
- the reason for proceedings being discontinued;
- whether the victim (or a named applicant) conspired with the person responsible for the act of violence;
- if the victim (or a named applicant) was involved in a serious crime; and
- whether the applicant unreasonably failed to give assistance to the police in relation to the act of violence.

How to provide the information

Where the VOCC or their delegates are making a request for information, they will fill out the relevant section of the 'request for information from ACT Policing form'.

This will be sent to § 22(1)(a)(i) [@afp.gov.au](mailto:§ 22(1)(a)(i)@afp.gov.au).

Section 40(1)(b) specifically allows for the CPO or a requested officer to provide a copy of the statements made to police about the act of violence that is the subject of the financial assistance application. Section 40(5) states that the CPO or officer must remove all particulars identifying the maker of the statement except particulars believed to be relevant to assist the VOCC to decide the application.

In providing information about facts of the act of violence, the CPO or requested officer will provide a copy of the statement of facts with any information redacted that the officer believes would identify the makers of any statements (excluding the primary victims).

The timeframe for providing the information

The Act states that the VOCC must decide an application for financial assistance as soon as is reasonably practicable after receiving the application and any information related to the application.

Under the Act, victims are eligible to apply for immediate need payments.

Immediate Need Payments must be given priority by the VOCC and will require a 24-hour turnaround from receipt of the form unless special circumstances apply.

For economic loss payments, information will be required to be provided within 2 weeks from receipt of the form unless special circumstances apply.

These timeframe requirements should inform the timeliness of information provision from ACT Policing to the VOCC.

When should information not be provided

Section 40(3) states that information should not be given to the VOCC if the CPO or requested officer believes on reasonable grounds that the giving of the information may;

- prejudice an investigation
- lead to the identification of an informer or
- affect the safety of any person

If the CPO or requested officer decides not to comply with the request for information, they must notify the VOCC that they are not complying with the request and give reasons for not complying (Section 40(4)).

Secrecy and Privacy

Section 89 of the Act outlines offences that can be committed by the VOCC and her staff by making records of or divulging protected information.

Protected information is defined as information about a person that is disclosed to, or obtained by, an official because of the exercise of a function under the Act by the official or someone else.

This includes information provided to the VOCC by the CPO or requested officer.

If an applicant seeks a review of a decision by the ACT Civil and Administrative Tribunal (ACAT) the VOCC (or a delegate) will inform ACT Policing of the potential for the ACAT to request documents that have been provided.