



SERVICES AGREEMENT

Parties	AUSTRALIAN CAPITAL TERRITORY THE ROYAL SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS ACT INC ABN 35 730 738 037
Services	ANIMAL WELFARE SERVICES
Prepared by	Transport Canberra and City Services Directorate* 480 Northbourne Avenue DICKSON ACT 2602 * Effective from 1 July 2025, as part of the ACTPS 2025 Change Implementation Program, the Transport Canberra and City Services Directorate will be amalgamated with other parts of the ACT Government to form the new City and Environment Directorate.

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PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) (**Territory**).

The Royal Society for the Prevention of Cruelty to Animals ACT Inc of 12 Kirkpatrick Street, Weston ACT 2611 (**Organisation**).

BACKGROUND

- A. This Agreement is for the provision of animal care and husbandry, and inspectorate services as outlined under the section ‘Services’.
 - B. The objective of this agreement is to support that animals in the ACT are effectively managed and appropriately cared for in a manner consistent with community expectations and legislation and guided by best practice.
 - C. The Territory has agreed to purchase, and the Organisation has agreed to provide the Services in accordance with the provisions of this Agreement and as outlined in the ‘Services’ section.
 - D. This Agreement recognises that the delivery of Services to the community is best achieved through an effective relationship between the Territory and the Organisation.
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IT IS AGREED by the parties as follows.

1. Interpretation

1.1 Definitions

The following definitions apply in this Agreement, unless the context otherwise requires.

ABN Act	means <i>A New Tax System (Australian Business Number) Act 1999</i> (Cth)
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Agreement Material	means service provision reports created, written or otherwise brought into existence wholly or as part of, or for the purpose of performing the Services from the Funding Amount and copies and/or representations thereof. It does not include Territory Material.
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Agreement Information	means all information relating to the Services or arising from this Agreement which: (1) by its nature is confidential; (2) the Territory notifies to, or agrees with, the Organisation as being confidential; (3) is personal information; but does not include information that: (4) is or becomes public knowledge other than by breach of this Agreement; (5) has been independently developed or acquired by the Organisation; or (6) has been notified by the Territory to the Organisation as not being confidential.
Animal Welfare Authority	means the public servant appointed under section 5 of the <i>Animal Welfare Act 1992</i>
Business Day	means a day in the Territory that is not: (1) a Saturday or Sunday; or (2) a public holiday for the Territory pursuant to the <i>Holidays Act 1958</i>. a)
Confidential Text	has the meaning given to that term in the Procurement Act, and for the purposes of this Agreement, means any Confidential Text specified in Item 7 Schedule 1 that, the Territory has proposed or agreed should not be published on the Territory's notifiable contracts register.
Conflict of interest	includes an actual, potential or perceived conflict of interest.
Contact Officers	in relation to each party, the representatives whose names and contact details are specified in Item 1 Schedule 1 , or as notified from time to time by one party to the other.
Funding Amount	the amounts specified in, or calculated in accordance with, Item 3 Schedule 1 .

GST	has the same meaning as in given in the GST Act.
GST Act	means the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Information Privacy Act	means the <i>Information Privacy Act 2014</i> .
Intellectual Property Rights	means all intellectual property rights, including: a) patents, copyright, rights in circuit layouts, registered designs, trademarks, know how, trade secrets; and b) any application or right to apply for registration of any of the foregoing rights, whether created or in existence before, on or after the date of this Contract and whether existing in Australia or otherwise.
Insolvency Event	(1) in respect of a natural person: (a) any orders, agreements or arrangements are made in respect of the affairs of the person in accordance with the <i>Bankruptcy Act 1966</i> (Cth); or (b) in the reasonable opinion of the Territory the person is likely to be declared bankrupt or lose control of the management of their financial affairs; or (2) in respect of all other entities: (a) any of the events listed in sub-sections 459C(2)(a) to (f) of the <i>Corporations Act 2001</i> (Cth) occur in respect of the entity; or (b) any other event occurs which, in the reasonable opinion of the Territory is likely to result, or has resulted, in the: (i) insolvency; (ii) winding up; or (iii) appointment of a controller (as that term is defined in the <i>Corporations Act 2001</i> (Cth)) in

respect of part or all of the property,

of the entity.

For the purpose of subparagraph (2)(b), subsections 459C(2)(a) to (f) *Corporations Act 2001*(Cth) are to be read as if applying to all incorporated entities.

Invoice

means an invoice that:

- (1) references this Agreement;
- (2) if GST is payable in respect of the provision of the Services, is a valid tax invoice for the purposes of the GST Act;
- (3) clearly sets out details of the Services provided and of the amount that is due for payment, is correctly calculated and is in respect of Services that have been performed in accordance with this Agreement;
- (4) includes any identification/reference number provided by the Territory;
- (5) identifies the Territory and the Territory's Contact Officer;
- (6) is accompanied by any other details or reports required under this Agreement; and
- (4) is rendered at the times specified in **Item 3 Schedule 1** (if any) and addressed to the Territory's Contact Officer.

Issue

means a difference, question or dispute that arises between the parties in relation to this Agreement or the Services

Material

means all documents, posters, literature, brochures, booklets, publications, audio or video recordings, Internet or other electronic representation and any other educational, publicity or other item or representation in any form

**Organisation
Material**

means all material owned by the Organisation and used for the purpose of providing the Services, including documents, information and data stored by any means.

Personal Information	has the meaning given to the term in the Information Privacy Act.
Premises	means any premises on which the Organisation operates including 12 Kirkpatrick Street, Weston ACT 2611;
Prescribed Insurer	an insurer that is authorised by the Australian Prudential Regulation Authority to conduct new or renewal insurance business in Australia and rated at AA or better by S&P Global.
Procurement Act	means the <i>Government Procurement Act 2001</i> .
Relevant prosecuting entity	means the entity responsible for undertaking prosecutions under the <i>Animal Welfare Act 1992</i> and <i>Domestic Animal Services Act 2000</i> on behalf of the Territory.
Services	means the services described in Schedule 2 .
Service user	means the user or recipient of the Services.
Special Condition	means any provision set out in Schedule 4 .
Term	means the term specified in Item 2 Schedule 1 , and if extended, the initial term and the extended term.
Territory	means when used: (1) in a geographical sense, the Australian Capital Territory; and (2) in any other sense, the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cth).
Territory Material	means any material provided by the Territory to the Organisation for the purposes of this Agreement including documents, equipment, information and data stored by any means and all notified by the Territory and any copy or representation thereof
TPPs	means the Territory Privacy Principles provided for in section 13 and set out in Schedule 1 of the Information Privacy Act.
TPP Code	means a code of practice about information privacy which, having regard to section 21(1) and (3) of the Information Privacy Act, binds an agency that engages the Organisation in the provision of the Services.

Vulnerable adults may include adults by reason of age, frailty and/or intellectual disability

WHS Laws means all laws in connection with work health and safety including the *Work Health and Safety Act 2011*, the *Work Health and Safety Regulation 2011* and all other laws applicable in the Territory dealing with work health and safety matters.

1.2 General

In this Agreement, unless a contrary intention is expressed:

- (1) references to “Organisation” include any employees, agents or subcontractors of the Organisation
- (2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
- (3) words importing a gender include the others;
- (4) words in the singular include the plural and vice versa;
- (5) headings are for convenience only and do not affect the construction or interpretation of this Agreement;
- (6) any specified provision of this Agreement will be construed as a reference to that provision as amended, varied or substituted in writing from time to time;
- (7) an obligation imposed on more than one person binds them jointly and severally; and
- (8) the word “include” and any derivation is not to be construed as a word of limitation.

2. Agreement

- 2.1 This Agreement is within the framework of “Community Sector Funding Policy” (as amended or superseded from time to time) and recognises that the delivery of Services to the community is best achieved through effective relationships between government agencies and organisations in the community sector that are delivering the Services. The parties to this Agreement commit to negotiating and working together in good faith in the spirit of collaboration and cooperation to achieve the best possible outcomes for the community.
- 2.2. In fulfilling their obligations under this Agreement, the parties will:
- (1) communicate in a manner that shows mutual respect; and
 - (2) observe the spirit of the collaboration and community benefit that arises when the Territory and the community sector work together to provide services to the community.

3. Services

3.1 Services

- 3.1.1 The Organisation must perform the Services in accordance with the provisions of this Agreement and to a standard of care, skill and diligence expected of a person who regularly acts in the capacity in which the Organisation is engaged.
- 3.1.2 The parties will ensure that the Services are delivered in a manner which recognises the diversity of needs of people in the Territory and in a manner which promotes fairness and opportunity for Service Users of diverse backgrounds and abilities so that they can participate fully in the economic, social and cultural life of the Territory.
- 3.1.3 The Organisation must provide the Services in **Schedule 2** for the Agreement period including:
- a) Animal welfare inspectorate services
 - b) Cat management services
 - c) Dog management services
 - d) Pest animal services
- 3.1.4 The Organisation must perform the Services:
- a) in accordance with mutually agreed to procedures or protocols set by the Territory for the Services
 - b) in accordance with a mutually agreed process for prosecutions undertaken on behalf of the animal welfare authority as part of the animal welfare

inspectorate services that each party agrees to be bound by as if it was a schedule to this agreement;

- c) in accordance with all relevant Territory Codes of Practices, Australian Standards and the policies, vision, mission and values of the Organisation to the extent that they do not conflict with any obligations under law or requirements of the Territory.

3.1.5 The Organisation will provide the Services during the hours specified in **Item 4 Schedule 1**.

3.1.6 The Organisation is to participate with the Territory, as reasonably requested by the Territory, to jointly develop strategies to improve animal welfare and compliance efforts relevant to the operation of this Funding Agreement. A forum will be established to facilitate these discussions, and this discussion will not be required more than twice a year.

3.2 Optional Additional Services

3.2.1 The Territory has the option to purchase the additional services set out in **Part 2 Schedule 2** from the Organisation.

3.2.2 Any additional services, will be invoice separately on a monthly basis, within 10 business days of the end of the month.

3.2.3 Additional services will be charged in accordance with the fees contained in **Part 2 Schedule 2**.

4 Term

This Agreement is for the Term specified in **Item 2 Schedule 1** as the Agreement Period unless varied or terminated under the provisions of this Agreement.

5 Funding Amount and Invoices

5.1 Funding Amount

5.1.2 Subject to the Organisation providing the Services and complying with all of its obligations under this Agreement, the Territory will pay the Funding Amount to the Organisation at the times and in the manner set out in **Item 3 Schedule 1**.

5.1.2 The parties acknowledge and agree that the Funding Amount payable by the Territory for the Services, is based upon the Territory's policies and level of budgetary allocation by the Territory on the date this Agreement commences and that a significant change in policy or a reduction of the allocation in a subsequent Territory budget will entitle the Territory on a reasonable basis and in a reasonable manner to revise the quantity and/or level of the Services specified at the commencement of this Agreement.

- 5.1.3 In the case of any part of the Funding Amount having been paid in advance, the Organisation ceases to provide the Services or any part of the Services; and/or this Agreement is terminated; and/or it is discovered that the Organisation has been overpaid for any of the Services, then the Territory must reasonably determine the amount of any overpayment of the Funding Amount and that amount must be repaid to the Territory in accordance with the terms of this Agreement. If this Agreement is continuing, and at the Territory's discretion, the next payment due to the Organisation may be temporarily or permanently reduced by the amount overpaid.

5.2 Prosecution Costs

- 5.2.1 In circumstances where a prosecution is unsuccessful, the Territory will be responsible for these costs.
- 5.2.3 In circumstances where the prosecution is successful and the relevant prosecuting entity obtains a costs order against the defendant, the Territory will apply the amount against any expenses incurred by the Territory in assisting the relevant prosecuting entity with the prosecution.
- 5.2.4 The Organisation may seek reimbursement from the Territory for eligible costs (as defined in clause 5.2.6) associated with kennelling and animal husbandry for animals held in relation to an alleged offence under the *Animal Welfare Act 1992* or during related administrative reviews.
- 5.2.5 Reimbursement under clause 5.2.4 is subject to:
- a) the Organisation notifying the Territory in writing of the circumstances and anticipated costs;
 - b) the Territory agreeing in writing to the reimbursement, including the types and limits of costs to be covered;
 - c) the matter proceeding to prosecution or administrative review, unless otherwise agreed by the Territory;
 - d) a maximum amount for the Agreement period of \$40,000 unless varied by written agreement between the parties.
- 5.2.6 Eligible costs may include, but are not limited to:
- a) Kennelling fees;
 - b) Veterinary care;
 - c) Animal husbandry supplies;
 - d) Transport and handling.

5.2.7 The Territory will:

- (a) reimburse the Organisation for reasonable expenses incurred when serving subpoenas, information and summons and other court documents necessary for purposes of prosecution proceedings;
- (b) reimburse the Organisation for reasonable expenses incurred when paying witness expenses and conduct money necessary for purposes of prosecution proceedings; reimbursing the Organisation for reasonable expenses incurred on behalf of the Territory as defined by section 101(5) of the *Animal Welfare Act 1992*.

5.2.8 For the purposes of this clause 5.2, a prosecution means a matter which has been accepted for prosecution by the relevant prosecuting entity.

5.2.9 For the purposes of clause 5.2.4, an administrative review means a reviewable decision under section 107 of the *Animal Welfare Act 1992* or section 118 of the *Domestic Animals Act 2000* or administrative reviews by the ACT Human Rights Commission or ACT Ombudsman.

5.3 Invoice

5.3.1 The Territory may issue recipient created tax invoices (where “recipient created tax invoice” has a meaning the same as it has in the GST Act) in respect of the supply of the Services.

5.3.2 The Organisation will not, if the Territory issues recipient created tax invoices, issue tax invoices in respect of the supply of the Services for the purposes of the GST Act.

5.4 Incorrect payments

5.4.1 If, after payment, an invoice is found to have been incorrectly rendered, any underpayment or overpayment will be recoverable by or from the Organisation, as the case may be, and, without limiting recourse to other available remedies, may be offset against any amount subsequently due by the Territory to the Organisation under this Agreement.

5.5 Effect of payment

5.5.1 Payment, in part or in total, of the Funding Amount does not constitute an acceptance by the Territory of the Services and does not amount to a waiver of any right or action which the Territory may have at any time against the Organisation.

5.6 GST

5.6.1 Each party warrants that it has GST registration on the date this Agreement is entered into.

5.6.2 Each party must notify the other if either of the following circumstances arise:

- a) its registration in respect of GST, pursuant to the GST Act ceases;
 - b) it ceases to satisfy any of the requirements of rulings, or determinations under section 29-70 of the GST Act, issued by the Australian Taxation Office, or the Commissioner for Taxation, in respect of recipient created tax invoices.
- 5.6.3 The Organisation will, if requested by the Territory, produce satisfactory evidence of its GST registration within 14 days of the request.
- 5.6.4 The Territory will pay to the Organisation an amount equal to the GST under the GST Act lawfully payable by the Organisation in respect of the provision of the Services to the extent that this constitutes a taxable supply for the purposes of the GST Act.

6 Organisation responsibilities and obligations

6.1 Meetings

- 6.1.1 The Organisation will attend quarterly (or scheduled as otherwise agreed between the parties) face-to-face meetings with the Territory.

6.2 Access to premises

- 6.2.1 The Organisation will at the request of the Territory and within such time as is agreed by the parties or, if no agreement has been reached after 2 weeks of any request, within such period of time specified in a written notice (which provides reasons for access) from the Territory allow the Territory, its employees and agents to enter onto the Premises of the Organisation:
- 1. to inspect any records and documentation, of a financial nature or otherwise, relating to the Services but not including any Service User records; and/or
 - 2. to inspect the operation and progress of provision of the Services as appropriate having regard to the privacy of the Service Users.
- 6.2.2 Having regard to the interest or protection of any Service User and to the circumstances of any request, the Organisation may require the Territory not to permit a Territory employee of a nominated gender to enter the Premises.

6.3 Dogs

- 6.3.1 A seized dog which is sold or otherwise given by the Registrar of Domestic Animals to the Organisation becomes the property of the Organisation.

6.4 Public communications

- 6.4.1 The Organisation will consult with the Territory prior to making any comment or communicating any information to a media source in relation to investigations and prosecutions arising from the operation of this Agreement that have not been resolved by either the Organisation's decision to discontinue an investigation, or acquittal, dismissal or sentencing of the matter by a court.

6.5 Child Protection Policy

- 6.5.1 The Organisation is required to have a written child protection policy that:
- (a) clearly states and appropriately details (having regard to the activities, functions and powers of the Organisation) that the care and protection of children and young people is paramount in the conduct of activities, powers and functions of the Organisation;
 - (b) by reference to the *Children and Young People Act 2008* (ACT) ("Act"), outlines:
 - (i) that a person who believes or suspects that a child or young person is being abused, neglected or at risk of being abused or neglected may (under section 354 of the Act) report the relevant circumstances ("Voluntary Report"),
 - (ii) the persons, if any, for whom it would be an offence (under section 356 of the Act) not to report reasonable suspicions about a child or young person experiencing or having experienced sexual abuse or non-accidental physical injury ("Mandatory Report"), and
 - (iii) the procedures outlined in the Act for reporting suspected cases of children or young persons suffering sexual abuse or non-accidental physical injury or who are in need of care and protection;
 - (c) outlines training which is available to all employees, contractors or volunteers of the Organisation ("Personnel") for purposes of the Act; and
 - (d) outlines the support which is available to any of the Organisation's Personnel who make either a Voluntary Report or a Mandatory Report.

- 6.5.2 The Organisation will monitor adherence by all of its Personnel (as relevant to the provision of the Services) to its child protection policy.
- 6.5.3 Nothing in this clause limits the Organisation's obligations under the Act or any other law applicable to the Organisation.

6.6 Complaints Handling

- 6.6.1 The Organisation will:
- a) institute procedures for receiving feedback and resolving complaints by Service Users about the Services; and
 - b) advise Service Users and other persons with a relevant interest of the procedures available for the referral of feedback and complaints in relation to the receipt of the Services,
- 6.6.2 The Organisation's procedure for handling complaints must include:
- a) the steps the Organisation will take to address and resolve a complaint,
 - b) how the Organisation will respond to a complaint within a reasonable time and in a respectful manner;
 - c) how the Organisation will keep appropriate records of complaints;
 - d) how the Organisation will publish the procedures in an accessible manner;
 - e) explain how an individual makes a complaint
 - f) provision for internal review of a decision by a person who did not make the original decision

7 Employees and Volunteers of the Organisation

- 7.1 The Organisation acknowledges that it is the employer of persons and may be supported by volunteers whose salary, wage or associated costs is paid from the Funding Amount.
- 7.2 The Organisation must:
- (1) in performing the Inspectorate Services, engage only persons who have the skills, training and expertise appropriate for the Services;
 - (2) provide appropriate working conditions, having regard to but not limited to:
 - a) employing employees under applicable Commonwealth or Territory laws and/or certified agreements or awards,
 - b) providing adequate support, training and debriefing and effectively directing staff to enable them to effectively perform their duties.

- (3) comply with all reasonable requirements notified by the Territory regarding the suitability and fitness of persons engaged by the Organisation for the performance of Inspectorate Services;
 - (4) comply with the requirements in **Item 5 Schedule 1 for Inspectorate services**;
 - (5) obtain a national police history check;
 - (6) for Inspectorate Services obtain a working with vulnerable people registration in accordance with the *Working with Vulnerable People (Background Checking) Act 2011* where the activity being undertaken is a regulated activity; and
 - (7) if the Territory requires, ensure that each person engaged in the performance of the Inspectorate Services executes a deed of confidentiality in a form acceptable to the Territory (including with respect to not accessing or otherwise safeguarding Personal Information as applicable), and provide those executed deeds to the Territory in accordance with any requirements that the Territory notifies.
- 7.3 The Organisation's process for the selection of employees, volunteers and agents for purposes of the Inspectorate Services will be designed so that applicants are required to demonstrate the qualities described in this clause and **Item 5 Schedule 1**.
- 7.4 The Organisation warrants that any Inspectorate employees, volunteers or agents have no convictions or actions recorded or taken against them as described in **Item 5 Schedule 1**.

8 Territory responsibilities and obligations

8.1 Territory Responsibilities

- 8.1.1 As part of its responsibilities in relation to this agreement and animal welfare in the ACT, the Territory will:
- 1. Undertake Animal Welfare Inspectorate services as required, including outside of the Organisation's hours of operation.
 - 2. Accept all stray dogs suitable for transfer from the Organisation to Domestic Animal Services (DAS) and collect within 24 hours of receiving notification from RSPCA ACT in accordance with any protocol under clause 3.1.4 (a).
 - 3. Manage regulatory compliance aspects of the *Domestic Animals Act 2000*.
 - 4. Meet the Organisation's reasonable costs for boarding of dogs held pending transfer to DAS in excess of 24 hours from notification.
 - 5. Manage non-rehomeable cats as well as stray/abandoned cats across the Territory in cat containment areas in accordance with the *Domestic Animals Act 2000*;

6. Manage animals declared as a pest animal under the *Pest Plants and Animals Act 2005*;
7. Provide appropriately skilled and appointed Animal Welfare Inspectors to assist the Organisation in providing animal welfare inspectorate services under this Agreement;
8. Provide access to or approve required training to enable the Organisation's Animal Welfare Inspectors to undertake their duties, at the Organisation's cost.

8.2 Obligations

8.2.1 The Territory will:

- (1) pay the Funding Amount, or instalments of it, to the Organisation within the terms of this Agreement;
- (2) act promptly and in good faith in the resolution of any questions, issues or disputes that may arise during the course of this Agreement.

8.2.2 If the costs for the Organisation of delivery of the Services increases substantially due to necessary cost increases outside the control of the Organisation, the Organisation may request in writing a joint review of the Services provided under this Agreement, and the Territory will consider and respond to this request. The parties may, as a result of any joint review, agree in writing to vary any of the services and related requirements in this Agreement.

8.2.3 The Territory will, as soon as practicable after receipt of a report pursuant to **Schedule 3**, provide to the Organisation a reasonable level of feedback concerning the sufficiency of the report.

8.2.4 The Territory may request the Organisation to provide it with information relevant to the Services that is reasonable having regard to the circumstances and any request will:

- (1) be in writing;
- (2) specify the information required, which may include but is not limited to:
 - (a) information about guidelines or rules provided for Service Users and/or about the Organisation,
 - (b) information required by a Minister or Auditor General,
 - (c) fees, if any, charged by the Organisation to Service Users, and
 - (d) financial records and documents relating to the Services; and

- (3) specify a reasonable time frame in which the Organisation must provide the information.

8.2.5 The Territory agrees to commence communications with the Organisation in good faith, at least 3 months prior to the expiration of this Agreement, concerning the Territory's intentions in relation to the continuation or otherwise of funding of the Services and the parties acknowledge that no representations or obligations will arise from those communications to enable frank and open communication.

9 Operational Guidelines

9.1 To ensure that operational coordination is seamless, the following principles will be observed between parties:

- (1) Operational meetings will be conducted at least every second month
- (2) Communications will be structured.
- (3) Information pertaining to services will be shared.
- (4) Animal transportation will be coordinated.

19.2 These principles are outlined further in **Schedule 5**.

10 Reports and Record Keeping

10.1 Reports

10.1.1 The Organisation will provide any reports and notifications described in **Schedule 2** in the timeframes set out in **Schedule 2** or as otherwise agreed with the Territory.

10.1.2 The Organisation will provide 6 monthly reports as specified in **Schedule 3** of this Agreement, within 20 business days of the dates specified in **Item 3 Schedule 1**.

10.1.3 The Organisation will provide the Territory with the Organisation's annual report required by law to be produced, within one month of the latest date the Organisation is legally required to lodge the report with the relevant regulatory authority.

10.2 Record keeping

10.2.1 The Organisation must make full and accurate records ("Records") of the information for the purposes of services reporting as follows:

- (a) The activities of an inspector performing any function, including authority, duty and power, under the *Animal Welfare Act 1992*.

11 Confidential Text under Procurement Act

11.1 Territory may make Agreement publicly available

- 11.1.1 In giving effect to the principles of open and accountable government, the Territory may disclose documents and information unless it has otherwise agreed, or is otherwise required under law, to keep the information confidential. In accordance with those principles, this Agreement may be a notifiable contract under the Procurement Act and, if so, the Territory will be required to make the text of this Agreement available to the public, including by publication on the Territory's notifiable contracts register.

11.2 Confidential Text

- 11.2.1 If **Item 7 Schedule 1** states that this Agreement is a notifiable contract under the Procurement Act and specifies Confidential Text, the grounds on which the text is confidential are set out in **Item 7 Schedule 1**, and **clause 11.3** applies.

11.3 Territory must not disclose Confidential Text

- 11.3.1 Except as provided in this Agreement, the Territory must not disclose Confidential Text to any person without the prior written consent of the Organisation (which consent will not be unreasonably withheld) except to the extent that Confidential Text is:
- (1) required or authorised to be disclosed under law;
 - (2) reasonably necessary for the enforcement of the criminal law;
 - (3) disclosed to the Territory's solicitors, auditors, insurers or advisers;
 - (4) generally available to the public;
 - (5) in the possession of the Territory without restriction in relation to disclosure before the date of receipt from the Organisation;
 - (6) disclosed by the responsible Minister or any other person, in reporting to or at the request of the Legislative Assembly for the Territory or its committees;
 - (7) disclosed to the ombudsman or for a purpose in relation to the protection of public revenue; or
 - (8) disclosed to the integrity commissioner.

11.4 Licence of material

11.4.1 The Organisation grants to the Territory a royalty-free, perpetual, limited licence to use, communicate including make available online or electronically transmit), reproduce and adapt the Agreement Material excluding policy submissions made to government and advocacy documents for any Territory purpose including purposes for the benefit of Service Users and the conduct of the Territory. The Territory will acknowledge the Organisation's ownership of any intellectual property rights in the Agreement Material in any use of that Agreement Material under this clause. The Territory will notify the Organisation every 6 months in arrears of any substantial uses of the Agreement Material pursuant to this clause.

11.4.2 If the Territory proposes to use the Agreement Material for commercial purposes, the Territory will seek the Organisation's prior written consent (which will not be unreasonably withheld) to the commercial use.

13.2.4 For the purposes of this clause, *advocacy documents* include materials prepared by the Organisation that contribute to public policy discussions relevant to the objectives of this Agreement.

11.4.3 The Organisation grants to the Territory a free licence (including the right to sublicense) to use, communicate (including make available online or electronically transmit), reproduce and adapt policy submissions made to government and advocacy documents for the purpose of informing its policy and program development in relation to the objective of this agreement.

12 Insurance and indemnity

12.1 Insurance

12.1.1 The Organisation must effect and maintain for the Term all insurance coverage required to be effected by it by law (including workers' compensation insurance), public liability insurance and professional indemnity insurance in amounts not less than the amounts (if any) specified by **Item 6 Schedule 1**, and any other insurance specified in **Item 6 Schedule 1** with a Prescribed Insurer.

12.2 Indemnity

12.2.1 The Organisation indemnifies the Territory, its employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the Organisation, in connection with the provision of the Services, except to the extent that the Territory caused the relevant loss, damage or injury.

13 Information sharing

- 13.1 The Organisation will, upon request of the Territory pursuant to clause 8.2.4, provide to the Territory requested information relevant to the Services.
- 13.2 The Organisation will as soon as practicable notify the Territory in writing of any of the following:
- (1) any change in the Organisation's address and its contact details;
 - (2) any material change or proposed change to the Organisation's constitution and rules or memorandum and articles of association; and
 - (3) any change in the chair of the board, public officer, chief executive or any equivalent positions or executive management of the Organisation.
- 13.3 The Organisation must immediately notify the Territory in writing of any of the following:
- (1) any action or proposed action relating to:
 - (a) the winding up or liquidation of the Organisation,
 - (b) the appointment of a receiver or manager, or
 - (c) any company arrangement between the Organisation and its creditors; and
 - (2) any other event or circumstance which might reasonably affect the provision of the Services in accordance with this Agreement.

14 Treatment of Personal and Agreement Information

- 14.1 The Organisation will:
- (1) use personal information only for the purposes of fulfilling its obligations under this Agreement and as legally required;
 - (2) take all reasonable measures to ensure that personal information is protected against loss and unauthorised access, use, modification, disclosure or other misuse and that only authorised personnel have access to the information;
 - (3) unless otherwise agreed with the Territory, comply with the Territory Privacy Principles set out in section 14 of the *Information Privacy Act 2014* which concern the collection, security, use and disclosure

of personal information to the extent that those Principles apply to the Services the Organisation is providing under this Agreement, as if it were a collector or record-keeper as referred to in the Principles;

- (4) ensure that any person whom the Organisation enables to have access to any personal information, is made aware of, and undertakes in writing, to observe the Organisation's obligations under this clause and is informed that failure to comply with the undertaking may be a criminal offence and may also lead the Organisation to take disciplinary action against the person if he or she is the Organisation's employee;
- (5) immediately notify the Territory of any complaint alleging an interference with the privacy of a Service User or any other person who is affected by the provision of the Services and similarly notify the Territory where the Organisation becomes aware of a breach of this clause; and
- (6) co-operate with any reasonable requests or directions of the Territory arising from or in relation to the exercise of the functions of the Information Privacy Commissioner under the *Information Privacy Act 2014* (ACT), and comply as far as practicable with any reasonable direction of the Territory's Agreement Manager to observe any recommendation of the Information Privacy Commissioner relating to any acts or practices of the Organisation in relation to the Services.

14.2 The Organisation must not:

- (1) disclose personal information or Agreement information; nor
- (2) transfer personal information or Agreement information outside Australia, or allow any person outside Australia to have access to it;

unless:

- (3) the Territory gives its prior written consent to disclosure (which consent may be conditional);
- (4) necessary to be disclosed to the extent required for the proper discharge of the Organisation's provision of the Services and having regard for the interests and protection of Service Users;
- (5) required to be disclosed for the sole purpose of the Organisation obtaining legal, financial, medical or other relevant advice from suitably qualified persons; or
- (6) legally required to be disclosed, in which case the Organisation will immediately notify the Territory when it becomes aware that a disclosure may be required by law.

- 14.3 The Contractor acknowledges that the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or custody by virtue of the performance of this Agreement (other than to a person to whom the Contractor is authorised to publish or disclose the fact or document) may be an offence under section 153 of the *Crimes Act 1900*.

15 Issue resolution

- 15.1 If an Issue arises, then one party may give written notice (“Notice”) to the other that an Issue exists, giving details of the Issue in the Notice. Once the Notice is served, the parties will endeavour to promptly resolve the Issue in good faith.
- 15.2 If the Issue is not resolved within 10 business days of the Notice being served, or such other period as the parties may agree in writing, each party will refer the Issue to a senior executive officer who will endeavour to negotiate to resolve the Issue in a timely manner. The senior executive officer should not be a person who is involved in the day-to-day administration of the Agreement.
- 15.3 If the Issue is not resolved within 20 business days of the Notice being served, or such other period as the parties may agree in writing, the parties will undertake a mediation or conciliation process before resorting to litigation (except where urgent interlocutory relief is sought). The appropriate process and a suitable and independent mediator or conciliator will be:
- (1) as agreed by the parties in writing, or
 - (2) failing agreement, determined by the chairperson of The Institute of Arbitrators and Mediators Australia, ACT Chapter.
- 17.4 The parties will use their best endeavours to resolve any Issue within 40 business days of the Notice.
- 17.5 Unless agreed by the parties in writing no unresolved Issue will entitle the Organisation to suspend the provision of Services.

16 Suspension and Termination

- 16.1 Without prejudice to any other rights and remedies of the Territory in respect of any breach by the Organisation of this Agreement, the Territory may, upon written notice to the Organisation, suspend payment of any part of the Funding Amount if the Organisation fails in a timely manner to provide to the reasonable satisfaction of the Territory reports or information required under this Agreement.
- 16.2 If an Issue notified pursuant to clause 17.1, which involves a breach of this Agreement, is not resolved or remedied within the earlier of:

- (a) 40 business days of the notice being served pursuant to clause 17.1;
and
- (b) 20 business days of the issue being referred to a mediation or conciliation phase of the resolution of issues process pursuant to clause 17.3,

the Territory may, without prejudice to any other rights or remedies of the Territory in respect of any breach of the Organisation of this Agreement, immediately by written notice terminate this Agreement in whole or part.

16.3 Without limiting clause 18.5 and without prejudice to any other rights and remedies of the Territory in respect of any breach by the Organisation of this Agreement, the Territory may, in its absolute discretion, immediately by written notice suspend the parties' respective obligations under this Agreement in whole or in part if there is a Compelling Reason.

16.4 For the purposes of this clause, "Compelling Reason" means a situation of urgency (including but not limited to substantial non-delivery of the Services or a situation concerning the safety or health of, or harm to, any person including any Service User) that necessitates action to be taken without undertaking or while undertaking a resolution of Issue process pursuant to clause 17.

16.5 Without prejudice to any other rights and remedies of the Territory in respect of any breach by the Organisation of this Agreement, the Territory may immediately by written notice terminate this Agreement in whole or in part if:

- (1) there is a Compelling Reason;
- (2) the Organisation becomes insolvent, is wound up, or becomes subject to any form of insolvency administration; or
- (3) the Organisation has, or is in the process of having, its registration or incorporation cancelled.

16.6 Both parties may at any time agree in writing to terminate this Agreement.

16.7 Upon termination of this Agreement, the Organisation must immediately:

- (1) cease expending the Funding Amount (except such amounts as the Territory agrees in writing can be expended by the Organisation, having regard to the Organisation's pre-existing commitments at the time the termination is notified);
- (2) calculate and notify the Territory of any unexpended amount of the Funding Amount; and

- (3) pay to the Territory any amount of the Funding Amount remaining unexpended, any interest earned or income derived from the provision of Services not expended.
- 16.8 Upon termination of this Agreement, the Territory may, in addition to any other rights and remedies of the Territory under law or this Agreement:
 - (1) cease any further payment of the Funding Amount to the Organisation;
 - (2) reclaim any amount of the Funding Amount that was not applied in the provision of the Services; and
 - (3) subject to agreement or direction otherwise under clause 19.9, require the Organisation to refund to the Territory such amount of the Funding Amount as was expended by the Organisation in the purchase of any Assets.

17 General

17.1 Conflict of interest

- 17.1.1 The Organisation warrants that no conflict of interest exists or is likely to arise in the performance of the Services and its other obligations under this Agreement and must, if a conflict or risk of conflict arises, notify the Territory and comply with any requirement of the Territory to eliminate or deal with that conflict or risk.

17.2 No employment, partnership or agency relationship

- 17.2.2 The Organisation will not represent itself and will ensure that its employees do not represent themselves as the employees, agents or partners of the Territory nor will anything contained in this Agreement constitute or be deemed to constitute the Organisation or any of its employees as the employees, agents or partners of the Territory for any purpose, aside from in relation to the performance of the Animal welfare inspectorate services. The Chief Executive Officer and the Chief Inspector of the Organisation are authorised to act on behalf of the Informant, the Animal Welfare Authority when conducting investigations and prosecutions, including the laying of information and summons under the Act. The Organisation will not have authority to bind the Territory in any manner.

17.3 No assignment or subcontracting

- 17.3.1 The Organisation must not subcontract the performance of the Services or assign the whole or part of this Agreement without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.

- 17.3.2 A change in the control of the Organisation or a company that controls the Organisation (except a company listed on an Australian stock exchange) is taken to be an assignment, the term “control” including the direct or indirect holding of more than 50% of the share capital of a corporation.
- 17.3.3 If the Organisation breaches **clause 19.3.1**, the Territory reserves its rights, including requiring the Organisation to provide information regarding the proposed subcontractor’s or assignee’s capability to continue performing this Agreement or to provide security to ensure the proper performance of this Agreement.

17.4 Entire agreement

- 17.4.1 This Agreement comprises the entire agreement between the parties in relation to the Services and supersedes any prior representations, negotiations, writings, memoranda and agreements.

17.5 Severability

- 17.5.1 Any provision of this Agreement that is illegal, void or unenforceable will not form part of this Agreement to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Agreement will not be invalidated by an illegal, void or unenforceable provision.

17.6 Variation

- 17.6.1 This Agreement may be varied or the Term extended only by the written agreement of the parties prior to the expiration of this Agreement.

17.7 No waiver

- 17.7.1 Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Agreement will not affect or impair that provision in any way or the rights and remedies that the Territory may have in respect of that provision.

17.8 Governing law and compliance with the law

- 17.8.1 This Agreement is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory.
- 17.8.2 The Organisation must comply with the laws from time to time in force in the Territory in performing the Services.
- 17.8.3 The Organisation will ensure each of its employees, agents and contractors to comply, with all laws applicable to it and them in the Territory.
- 17.8.4 The Organisation may, in relation to its obligation to comply with the *Discrimination Act 1791*, obtain from the Discrimination Commissioner any exemptions under that Act, required by the Organisation in connection with

the delivery of the Services. In that event, the Organisation will submit to the Territory any documentation which it may request in order to verify such exemption.

17.9 Notices

17.9.1 Any notice, including any other communication, required to be given or sent to either party under this Agreement must be in writing and given to the relevant Contact Officer. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of 5 Business Days after the date on which it was sent; or
- (3) if sent by electronic mail, on whichever of the following occurs first:
 - (a) the other party's acknowledgement of receipt by any means;
 - (b) the sender's electronic mail device recording that the electronic mail has been successfully transmitted to the recipient's address;
or
 - (c) the expiration of 2 Business Days after the date on which it was sent without receipt of a notification that the delivery failed,

and if given in two or more ways, on the first of paragraphs (1) to (3) occurring.

17.10 Special Conditions

17.10.1 In the event of any inconsistency between any Special Condition and any other provision of this Agreement then, to the extent of any inconsistency, the Special Condition will prevail. Any special conditions are contained in **Schedule 3**.

17.11 Survival of clauses

17.11.1 The Organisation's obligations under clauses 13, 13.814.2, 16, , 18.7 and 18.9 (and any outstanding obligation to provide reports under Schedule 3) will continue after the expiration or earlier termination of this Agreement.

17.11.2 **Clause 92.4** survives the expiration or earlier termination of this agreement for a period of 6 months commencing on the date of the expiration or earlier termination.

SCHEDULE 1

AGREEMENT DETAILS

Item 1 **Contact Officers**

See clause 1.1

For the Territory:
Daniel Childs
Executive Group Manager, Territory and Business Services
480 Northbourne Avenue, Dickson ACT 2602
Ph: (02) 6213 3204
Email: Daniel.Childs@act.gov.au

For the Organisation:
Michelle Robertson
Chief Executive Officer
12 Kirkpatrick Street, Weston ACT 2611
PO Box 3082 Weston ACT 2611
Ph: (02) 6287 8102
Email: Michelle.Robertson@rspca-act.org.au

Item 2 **Term**

See clauses 1.1 and 4

From 1 July 2025 until 30 June 2026.

The Term may be extended by the Territory for a further period of up to 3 months on the terms and conditions then in effect, by giving written notice to the Organisation prior to the expiration of the then current Term.

Item 3 **Funding Amount**

See clauses 1.1 and 5

(1) The funding amount is \$875,126(GST exclusive).

Service	Funding Amount excluding GST
Dogs	\$2,990
Cats	\$511,388
Pest	\$2,092
Inspectorate	\$358,656.81

(2) The funding amount is payable in advance by way of electronic funds transfer, subject to the provision of any reports required under Schedule 2.

(3) Invoices may only be rendered within 10 business days of the following dates and in the following amounts

Date	Amount
On signage	25%
31/10/2025	25%

31/01/2026	25%
30/04/2026	25%

- (3) Except as otherwise stated in this Agreement, the Funding Amount is:
- (a) payable within 30 days of receipt by the Territory of an Invoice;
 - (b) inclusive of GST and all other taxes, duties and charges; and
 - (c) inclusive of all disbursements, including out-of-pocket expenses incurred by the Contractor.

Item 4 Operating hours

See clause 3.1.5

The Organisation's hours of operation for the purpose of this Agreement are 09:00am to 05:00pm Monday to Saturday (excluding public holidays). The operating hours of the Organisation's inspectorate service are 09:00am to 05:00pm Monday to Friday (excluding public holidays).

The Organisation's inspectorate service may extend its days of operations at its own initiative, notifying the Territory if it does so.

Item 5 Employees and Volunteers

See clause 7.3

The Organisation will determine if, in respect of any such person, there has been any of the following recorded against him/her:

- (a) convictions in Australia or overseas of any offence involving children and/or vulnerable adults (including but not limited to child abuse, assault and neglect), or
- (b) any action taken in Australia or overseas in respect of the protection of children and/or vulnerable adults who were under the guardianship or custody of the person.

In determining whether a person is suitable, the Organisation will determine that the person:

- (a) is capable of providing an adequate standard of care in relation to the Inspectorate Services,
- (b) understands the needs of Service Users and their children (where relevant), and

- (c) is of good character and is suitable to be entrusted with the care of children and/or vulnerable adults.

Item 6 Insurance

See clause 14

- (1) Public liability insurance with coverage in the amount of no less than \$20 million in respect of each occurrence.
- (2) Professional indemnity insurance with coverage in the amount of no less than \$5 million in the annual aggregate.

The Organisation must (upon request) provide a certificate of currency in relation to each of the above policies of insurance.

The Organisation must have adequate insurance to cover its volunteers.

Item 7 Confidential Text

See clauses 1.1 and 7

This Agreement is a “notifiable contract” for the purposes of the Procurement Act. All personal information has been excluded pursuant to section 16 (1) (b) of the Procurement Act and any additional Confidential Text, and the grounds on which that text is confidential, is set out below.

Text of this Agreement considered to be Confidential Text	Applicable grounds under section 18 of the Procurement Act
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Part 2 of Schedule 2, Additional Services	Section 18 (2) (b) (iii) - disclose information (other than a trade, artistic, literary or cultural secret) having a commercial value that would be, or could reasonably be expected to be, destroyed or diminished if the information were disclosed
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SCHEDULE 2

THE SERVICES

See clause 3

PART 1

Having regard to progressing the broad policy goals of the ACT becoming an Australian leader in animal welfare and management practice, the Organisation will deliver the following services:

A Animal welfare inspectorate services under the *Animal Welfare Act 1992* (the Act).

Appointment of inspectors

1. The Organisation will nominate suitably qualified staff to be appointed as inspectors and to provide the services of an inspector under the Act.
2. The Organisation will only nominate staff that meet any requirements contained in the Act and any Territory procedures and protocols notified to the Organisation.
3. Staff of the Organisation to be appointed as inspectors under the Act must complete required training provided or approved by the Territory in relation to the use of their inspector powers prior to appointment or within 3 months of appointment as an inspector.
4. The Territory will arrange for the appointment of nominated inspectors that meet the requirements of the Act and ACT Government procedures and protocols in a timely manner.
5. Those staff nominated as inspectors must not perform any duties of an inspector under the Act until provided with a signed copy of the appointment instrument.

Investigations

6. The Organisation will conduct investigations into allegations of offences under Part 2 of the Act.
7. The Organisation will provide and meet any costs associated with kennelling and animal husbandry for any animal being held in relation to an animal welfare offence that does not proceed to prosecution.
8. Where the Organisation reasonably believes that the matter may proceed to prosecution, it may seek the Territory's agreement in writing to share or reimburse specific costs.

9. If the matter proceeds to prosecution, the Territory will reimburse the Organisation for agreed reasonable costs in accordance with clause 5.2.4.
10. The parties may agree in advance on the types of costs eligible for reimbursement, which may include but are not limited to:
 - a) Kennelling fees
 - b) Veterinary care
 - c) Animal husbandry supplies
 - d) Transport and handling

Prosecutions

11. If following an investigation, the Organisation considers there is a reasonable prospect of conviction of a person or persons for offences under the Act, the Organisation will act on behalf of the Animal Welfare Authority, as the informant for purposes of laying charges, and will refer a brief of evidence to the relevant entity responsible for undertaking prosecutions of this nature on behalf of the Territory (“**the relevant prosecuting entity**”).
12. The Organisation will notify the Territory of any complex matters which they reasonably believe requires consultation and or advice from the Territory prior to referral to the relevant prosecuting entity.
13. The Chief Executive Officer and the Chief Inspector of the Organisation are authorised to act on behalf of the Informant, the Animal Welfare Authority when conducting investigations and prosecutions, including the laying of information and summons under the Act.
14. The party to any prosecutions is the Animal Welfare Authority.
15. The Territory will in collaboration with the Organisation, coordinate correspondence as necessary for any prosecutions the Organisation instigates on behalf of the Animal Welfare Authority.
16. The Organisation as the informant will coordinate ensuring witnesses and production of any documentary evidence for matters brought for prosecution by the Organisation upon request from the relevant prosecuting entity.

B Cat Management Services.

1. The Organisation is an approved provider under the *Domestic Animals Act 2000*.
2. The Organisation will provide temporary care for a cat seized by the Territory with a view to returning animals to the keeper or owner, rehousing or destroying a cat when the following conditions are met:
 - (a) within 7 days after the day of the seizure, the Territory or Organisation cannot find out who is the keeper or owner of the cat after making reasonable inquiries; or
 - (b) the keeper or owner of the cat relinquishes ownership of the cat under section 91 of the *Domestic Animals Act 2000*; or

- (c) within 7 days after the day notice under section 88 of the *Domestic Animals Act 2000* about the seizure was given by the Territory to the keeper or owner of the cat, the keeper or owner does not tell the Territory or the Organisation, in writing, that the keeper or owner wishes to claim the cat.
- 3. If the Organisation does not have sufficient information to determine whether any of the above preconditions are met, the Organisation is to consult with the Territory for confirmation.
- 4. The Organisation will accept and hold stray / roaming cats received from the public with a view to returning animals to the owner or keeper or rehousing. This includes but is not limited to an assessment of whether the cat displays behavioural characteristics that would make the cat unsuitable to rehouse.
- 5. The Organisation will manage stray cats received from the public that have been assessed by the Organisation as displaying behavioural characteristics that would make the cat unsuitable to rehouse.

C Dog Management Services

1. The Organisation will:
 - a. Accept stray dogs and puppies with a view to returning the animals to the owner or keeper or where the owner or keeper cannot be found, for rehousing.
 - b. Accept and rehabilitate stray dogs transferred from DAS in accordance with the protocols agreed between the Organisation and the Territory for dogs that are pregnant, sick, injured or below the age of six months. Unless notified by the Territory that the animal is seized under the *Domestic Animals Act 2000*, the organisation will assume that the animals can be returned to the owner or keeper or rehoused .
 - c. Accept and hold dogs received from the public. Depending on capacity requirements, dogs may be transferred to DAS, or returned to their owner or keeper if found, and if not found, for rehoming.
 - d. At the request of the Territory, provide temporary medical care and rehabilitation of dogs seized by the Territory in accordance with the protocols agreed between the Organisation and the Territory.
 - e. Release a dog seized by the Territory to a person claiming its release where directed to do so by the Registrar of Domestic Animals and in accordance with that direction.
2. The Organisation may invoice the Territory for any reasonable and agreed to medical treatment and boarding costs incurred for the care of dogs seized by the Territory.

D Pest animal animals

1. The Organisation will euthanise and dispose of an animal received from the public which is declared as a pest animal under the *Pest Plants and Animals Act 2005*.

PART 2 ADDITIONAL SERVICES

1. The Territory has the option to purchase the following additional services from the Organisation at the specified fee rates:

Service	Fee (exclusive of GST)
Canine Castrate (less than 25kg)	Commercial in confidence
Canine Spey (less than 25kg)	
Canine Castrate (less than 35kg)	
Canine Spey (less than 35kg)	
Canine Castrate (more than 45kg)	
Canine Spey (more than 45kg)	
Feline Castrate	
Feline Spey	
Euthanasia and disposal of non-rehomable feline	
Vet Checks for DAS Animals	
Vaccinations for Dog	
Vaccinations for Cat	
Cat Dewormer	
Dog Dewormer	
Dog Boarding (only when space is available)	
Cat Boarding	
Pre-surgery medications	

SCHEDULE 3

REPORTING

See clause 11

The Organisation will provide the Territory with the following statistics twice yearly within 30 business days of 1 January and 1 July. (within 10 business days after the end of the quarter)

It is noted that these statistics would include total numbers received and not necessary only what was funded by the Territory.

1. The number of animals seized under the *Animal Welfare Act 1992* (the Act), including:
 - a. Sections of the Act under which the animal was seized.
 - b. Details about the animal (such as species).
 - c. Number of animals destroyed under the Act, and the sections of the Act under which they were destroyed.
 - d. Number of entries into premises under section 81 of the Act.
2. Stray Dogs & Cats
 - a. Number of animals received from the public.
 - b. Number of animals received from the Territory.
3. Cats and Dogs Housed
 - a. For stray cats and dogs received from the public or the Territory, the number of days housed against the legislative compliance period for the *Domestic Animals Act 2000* and the *Animal Welfare Act 1992*.
 - b. Number of days held for prosecution related matters.
 - c. Number of dogs transferred to the Domestic Animal Service (DAS)
4. Animals Released
 - a. Number of stray cats and dogs returned to owner.
 - b. The average number of days housed until returned to the owner.
5. Euthanisation
 - a. Number of pest or feral animals euthanised.
 - b. Number of feral or unsocial cats deemed not suitable to re-home euthanised.
6. Inspectorate Service
 - a. Number of complaints/referrals received in relation to animal welfare.
 - b. Number of investigations undertaken in accordance with the *Animal Welfare Act 1992*
 - c. Number of prosecutions under the *Animal Welfare Act 1992*.
 - d. Summary of charges laid
 - e. Summary of court outcomes by type.

- f. Record and outcome of letters issued for rehoming of seized animals (as per section 86C under the *Animal Welfare Act 1992*)
- 7. A general statement highlighting any management issues affecting the delivery of the services identified in the Agreement including changes in animal welfare inspectors or executive officers.

In addition:

1. The Organisation will provide to the Territory, on a monthly basis, a summary report setting out the circumstances relating to the seizure of any animal under section 82 of the Act.
2. The Organisation will provide to the Territory a copy of a report provided to an occupier under section 89 of the Act – within 3 days of the report being provided to the occupier.
3. The Organisation will provide to the Territory a copy of any search warrant obtained under section 90 of the Act – within 3 days of the court issuing the warrant.
4. The Organisation will notify the Territory of all proceedings commenced in any court or tribunal, for or against the Organisation or its staff in connection to inspectorate services provided under this Agreement, within 3 days of initiating or being served with the initiating process. This does not include prosecutions brought on behalf of the Animal Welfare Authority.
5. The Organisation will provide a quarterly report to the Territory, within 10 business days of the end of the quarter, of:
 - i) a list of briefs of evidence for offences under the *Animal Welfare Act 1992* that the Organisation proposes to refer, and those which have been referred to the relevant prosecuting entity;
 - ii) a summary of the key facts and issues in the matters; and
 - iii) a status update in relation to the matters, including any key court or tribunal updates and any advice provided by the relevant prosecuting entity.

SCHEDULE 4

SPECIAL CONDITIONS

See clause 20.10

Item 1. Audit

Item 2. Complaints in relation to interference with privacy

2.1 A complaint alleging an interference with the privacy of an individual in respect of any Services performed by the Organisation (**Complaint**) will be handled by the Territory in accordance with the following procedures, unless otherwise provided for in a TPP privacy policy made under TPP 1.3 which applies to a Territory agency as relevant to this Agreement:

- (1) if the Territory receives a Complaint it will immediately notify the Organisation of only those details of the Complaint necessary to minimise any breach or prevent further breaches of this Agreement;
- (2) if the Organisation receives a Complaint it must immediately notify the Territory of the nature of the Complaint but will only release Personal Information to the Territory concerning the complainant with that person's consent; and
- (3) after the Territory has given or been given notice under (1) or (2), it will keep the Organisation informed of all progress with the Complaint concerning the actions of the Organisation.

2.2 This item survives the expiry or earlier termination of this Agreement.

Item 3. Work Health and Safety

3.1 The following definitions apply in this Item:

- | | |
|------------------------|--|
| WHS Legislation | (1) the <i>Work Health and Safety Act 2011</i> ; |
| | (2) the <i>Work Health and Safety Regulation 2011</i> (ACT); |
| | (3) all instruments issued under the <i>Work Health and Safety Act 2011</i> or the <i>Work Health and Safety Regulation 2011</i> ; |
| | (4) all laws that replace the above laws; and |
| | (5) all other laws applicable in the Australian Capital Territory dealing with work health and safety matters. |

- 3.2 The Organisation must comply with the WHS Legislation and ensure all work is carried out safely and in a manner that does not put the health and safety of persons at risk.

SCHEDULE 5

OPERATIONAL GUIDELINES

See clause 10

OPERATIONAL MEETINGS

Operational meetings will be conducted at least bi-monthly between the parties. The purpose of these meetings will be to discuss operational collaboration and cooperation between the two agencies, and will involve at a minimum:

- (1) Director of Domestic Animal Services in the Territory
- (2) Assistant Director of Field Operations for Domestic Animal Services in the Territory
- (3) Chief Inspector of the Animal Welfare Inspectorate for the Organisation
- (4) Animal Care Manager for the Organisation

These meetings can be held impromptu to discuss cases out of session, or formally with an agenda and minutes. These meetings will be scheduled by Domestic Animal Services at dates suitable to all parties.

Where operational concerns cannot be resolved, these will be escalated to:

- (1) Senior Director of Domestic Animal Services in the Territory
- (2) Chief Executive Officer of the Organisation.

COMMUNICATIONS

The preferred method for operational communication between agencies is by phone. Where there are agreed actions, and notifications, these must be documented in an email to summarise the discussion and actions required.

Parties will include the following email addresses in their correspondence:

- animalcontrol@act.gov.au
- RSPCAACT.Inspectorate@rspca-act.org.au (for animal welfare matters)
- rscpca@rspca-act.org.au (for all other matters)

Employees individual email addresses will not be used to communicate between parties, unless the email addresses above are included in the correspondence.

Where there are concerns which require urgent or immediate attention, the following phone numbers

- DAS Duty Manager on (02) 6207 0696
- Organisation Duty Manager on (02) 6287 8100

Referral methods for specific topics are outlined further in this schedule.

ANIMAL TRANSPORTATION

It is acknowledged that the ability to safely accommodate an animal at a facility requires a kennel to be free, clean, and serviceable. In some cases, facilities may be overcapacity and additional kennelling arrangements are required.

Prior to any transportation of animals taking place, the initiating agency will contact the receiving agency to arrange a suitable time and date for transport.

Transporting of animals will be coordinated between the following roles to ensure consistency and accountability:

- Domestic Animal Services – Senior Ranger, or if unavailable, Assistant Director
- the Organisation – Assistant Animal Care Manager, or if unavailable, Animal Care Manager.

REFERAL OF ANIMAL WELFARE COMPLAINTS BETWEEN PARTIES

The Territory will direct people who have complaints about animal welfare related to the services provided under this Agreement to the Organisation.

Where there is an urgent or immediate need to investigate an animal welfare complaint outside of the Organisation's operating hours, which are specified in **Item 4 Schedule 1**, the Territory through Domestic Animal Services will conduct a preliminary assessment.

If an offence under Part 2 of the *Animal Welfare Act 1992* is suspected and cannot be resolved by the Territory through Domestic Animal Services without the need for prosecution, the animal will be made safe, and the complaint will be referred to the Organisation Inspectorate using the [Report Animal Cruelty Form](#) on the Organisation's website.

All complaints requiring a non-urgent or routine response will be referred to the Organisation's Inspectorate.

The Territory through Domestic Animal Services will document the report number on its case file and mark the case as being referred to the Organisation.

COLONY CATS

Where there are complaints received about multiple cats residing at a location, the Territory through Domestic Animal Services will be responsible for conducting a preliminary assessment to determine the following:

- Do the cats reside at private premises or on public land?
- Are the cats are owned, unowned or feral?
- What is the welfare status of the cats?

If there are more than 10 cats identified as residing at premises, the Territory through the Domestic Animal Services will take the lead on preparing an operational response in collaboration with the Organisation's Inspectorate. The Territory through the Domestic Animal Services will be responsible for trapping and transportation of the cats, and the Organisation's Inspectorate will be responsible for accommodating and caring for the cats.

EMERGENCY BOARDING

The Organisation's emergency boarding function is a sponsored service with the aim of providing accommodation for pets where people are involved in domestic/family violence incidents and other similar incidents. It is not for accommodating people's pets who are held in custody.

The Territory through Domestic Animal Services are responsible for accommodating pets of people held in custody, and will be responsible for returning the pet to a person nominated by the keeper or owner.

DATE OF THIS AGREEMENT is the date the last party signs this Agreement, after the first party has signed.

SIGNED for and on behalf of the
AUSTRALIAN CAPITAL TERRITORY
in the presence of:

) **Personal information**
)
) Signature of Territory delegate

Personal information

Signature of witness

Daniel Childs

Print name

Shane Kelly

Print name

3/9/2025

Date

3/9/2025

Date

SIGNED by or for and on behalf of
The Royal Society for the Prevention of
Cruelty to Animals ACT INC ABN 35 730
738 037
in the presence of:

Personal information

Signature of ~~director~~ ~~secretary~~ / witness*

*DELETE whichever is not applicable (see note below)

Personal information

Signature of ~~director~~ / authorised
officer/ individual*

*DELETE whichever is not applicable (see note below)

Michelle Robertson

Print name

Personal information

Signature of second authorised officer*

*only use if Incorporated Association (see note below)

Personal information

Print name

3/9/2025

Date

Personal information

Print name

Date

Note:

Company:

Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Contractor's constitution.

Individual:

Must be signed by the individual Contractor and witnessed.

Incorporated Association:

Must be signed in accordance with the Contractor's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.