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Australian Government

Defence

**DEFENCE ASSISTANCE TO THE CIVIL COMMUNITY
MANUAL**

This document is issued for use by Defence personnel and is effective forthwith.

A handwritten signature in black ink, appearing to be "DL Dezentje".

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a/g Head Military Strategic Commitments

Department of Defence
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21 December 2023

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Publication title

Defence Assistance to the Civil Community Manual
Edition 5, AL 1, 2023

Sponsor:

Military Strategic Commitments Branch

Cancellation:

Defence Assistance to the Civil Community Manual
Edition 5, 2022

Effective date:

21 December 2023

Review date:

21 December 2025

Developer:

Director-General, Military Strategic Commitments

¹ <https://www.legislation.gov.au/Series/C1968A00063>

² <https://www.legislation.gov.au/Series/C2004A04868>

³ <https://www.legislation.gov.au/Series/C2004A03712>

⁴ <http://drnet/AssociateSecretary/security/policy/Pages/dspf.aspx>

AMENDMENTS

Proposals for amendment of the Defence Assistance to the Civil Community Manual may be sent to:

Military Strategic Commitments Branch
Military Strategic Commitments Division
Vice Chief of the Defence Force Executive
Department of Defence
Russell Offices | ACT 2610

Amendment number	Amendment	Amendment type	Effective date
1	Updated requirements for lessons, cost capture, records and reporting processes. Revised definitions and wording. Contemporised responsibilities and organisational structures. Formalisation of emergency DACC cost waiver practices.	Minor editorial amendments	21 Dec 2023

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CHAPTER 1

DEFENCE ASSISTANCE TO THE CIVIL COMMUNITY

PURPOSE

1.1 The Defence Assistance to the Civil Community (DACC) Manual details arrangements by which Defence provides and coordinates DACC. It covers assistance for domestic emergency and non-emergency situations within Australian states and territories.

1.2 The procedures described in this manual are supported by the [Defence Assistance to the Civil Community Policy](#). The [DACC Policy](#) articulates the main principles that guide the appropriate provision of DACC. The Policy should be read in conjunction with this manual and regard must be had to the principles when operationalising the Manual.

Sponsorship and authorisation

1.3 This Manual has been issued by Head Military Strategic Commitments (HMSC).

1.4 Consultation on proposed amendments will occur annually or as required. On behalf of HMSC, Director-General Military Strategic Commitments is authorised to annotate and promulgate minor amendments to this manual without reference to the chapter sponsors.

Implementation

1.5 All Groups and Services responsible for management of DACC support are to ensure that all subordinate plans, processes and procedures required for the effective implementation of the manual are clearly promulgated appropriately within 12 months of this manual being re-issued.

1.6 Sponsors of subordinate plans are to review their plans within 12 months of this manual being re-issued, and where a rewrite is a Defence agreed priority, amend these plans in accordance with the [DACC Policy](#) and procedures contained in this manual.

Related policy

1.7 Additional policy documents which should be read in conjunction with this manual are:

- a. [Accountable Authority Instruction 6 \(AAI 6\) - Managing Defence Money](#)
- b. [Accountable Authority Instruction 8—Managing Defence Property](#)
- c. [Defence Cost Recovery Policy](#)
- d. [Defence Estate Civil Use Policy](#)

- e. [Accountable Authority Instruction 1 \(AAI 1\) - Managing Risk and Accountability](#)
 - f. [Defence Philanthropic Manual](#)
 - g. [Defence Unexploded Ordnance Management Policy](#)
 - h. [SI \(NA\) OPS 03-03 - Flypasts, Flying Displays and Handling Demonstrations - DASR SPA 30](#)
 - i. [SI\(AVN\)OPS 3-104: Flying and Static Displays and Public Events of Significance](#)
 - j. [AC SI\(OPS\) 03–08 Flypasts and Flying Displays](#)
 - k. [AC SI\(OPS\) 4-10 Joint Personnel Recovery](#)
 - l. [Defence Logistics Manual \(DEFLOGMAN\) Part 2 Vol 5 Chapter 29](#)
 - m. [Defence Safety Manual \(SafetyMan\)](#)
 - n. [Media and Communication Policy](#)
 - o. [Defence Health Manual, Volume 2, Part 4, Chapter 7 – Health Support to Civilians in Australia](#)
 - p. [Financial Policy Sponsorship](#)
 - q. [Financial Policy Gifts and Benefits](#)
 - r. Joint Directive 03/2018 (available from DSN)
 - s. [Records Management Policy](#)
 - t. [Defence Lessons Handbook](#)
 - u. [Joint Directive 02/2021 – Defence Engagement with the Australian Community](#)
- 1.8 Related instruments include:
- a. [Joint Directive 05/2021—Implementation of the Joint Framework for Base Accountabilities](#)
 - b. [Framework for Enabling Defence Capability \(FEDC\)](#) defines the arrangements in place by which Security and Estate Group (SEG) provides products and services to other Groups and Services within Defence.
- 1.9 Related documents, publications and legislation include:
- a. Concept Plan COALESCE
 - b. [Australian Government Crisis Management Framework](#)

- c. [Australian Disaster Preparedness Framework](#)
- d. [National Disaster Risk Reduction Framework](#)
- e. [National Search and Rescue Manual](#)
- f. [Defence Act 1903](#)
- g. [Defence Regulation 2016](#)
- h. [Defence Force Discipline Act 1982](#)
- i. [Work Health and Safety Act 2011](#)
- j. [Public Governance, Performance and Accountability Act 2013⁵ \(PGPA Act\)](#)
- k. [Public Governance, Performance and Accountability Rule 2014 \(PGPA Rule\)](#)
- l. [Defence Internal Budget Policy Manual](#)

Annex:

1A Definitions

⁵ See <https://www.legislation.gov.au> for latest version

DEFINITIONS

For the purpose of this Manual, the following definitions apply:

Aero-Medical Evacuation (AME). An air activity conducted to transport ill or injured personnel under medical supervision to appropriate medical treatment facilities.

Australian Defence Force (ADF). The Royal Australian Navy, the Australian Army, and the Royal Australian Air Force.

ADFLO means an Australian Defence Force Liaison Officer (normally a member of Joint Operations Support Staff (JOSS)). When activated, the ADFLO is situated within a state or territory emergency management agency or organisation with a role to represent Defence interests and facilitate DACC support. They provide advice to HMSC and CJOPS on potential emergency requests for assistance, and act as the working level Defence representative within the state or territory emergency management agency. CDF orders may direct ADFLO command and control arrangements that are different than described in this manual.

Australian Government Crisis Management Framework (AGCMF) outlines the Australian Government's approach to preparing for, responding to and recovering from crises, both natural and human-induced. It is the Whole of Commonwealth Government guidance to Commonwealth Departments and agencies regarding roles and responsibilities and outlines the Australian Government's National Disaster Management and Recovery Continuum⁶. A number of the plans identified in this framework (such as the COMDISPLAN) are the policy under which DACC is sought in responding to domestic crises.

Australian Government Disaster Response Plan (COMDISPLAN) is the Whole of Commonwealth Government plan for the provision of Australian Government non-financial assistance to the Australian States and Territories in an emergency or disaster.

Base Manager (BM). Normally an APS employee of the Security and Estate Group (SEG) appointed as the BM with accountability, as outlined by the Joint Framework for Base Accountabilities for base management and the coordination of enabling services. The BM and the Senior ADF Officer (SADFO) work together to achieve whole-of-base outcomes in relation to base planning, base operations and incident management. The BM, in consultation with the SADFO, manages the base response to DACC and Civil Use of the Defence Estate requests that specifically involve the base estate. On dislocated Training Areas (TA), the SADFO and BM is normally an ADF member appointed by the TA Operational Authority (TAOA).

⁶ See [Australian Government Crisis Management Framework](#)

Ceremonial. Ceremonial activities include occasions of national, state or territory significance such as Australia Day, Anzac Day, the Bombing of Darwin, opening of parliaments, official honour guards and occasions where Defence has an obligation, or is directed, to support such activities. Ceremonial is something that is used or done as part of a ceremony or commemorative event, which is official and formal in nature. In this context consideration must be given to not only the type of event but the effect that is being requested. If the type of event requests any ceremonial type support or elements the enquiry is to be directed to [ADF Ceremonial](#)⁷ in the first instance, who will then engage Service ceremonial representatives as appropriate.

Commemorative. Means a commemorative event or element of a larger event which is intended to allow people to remember / honour a particular historical person or event. Whilst not every commemorative event is ceremonial in nature, they will often have a ceremonial element to them.

Civil Authority. Civil authority refers to a civilian agency within an Australian government (Australian Government, state or territory government) that is responsible for and authorised to maintain law and order within their respective jurisdictions

Civil Community. Civil community includes Australian Government and state or territory or local government departments, agencies and authorities, including law enforcement agencies and emergency services, and the Australian community at large, including clubs, social organisations and commercial enterprises.

Coordinating Authority. Means the authority granted to a commander or individual assigned responsibility for coordinating specific functions or activities involving forces of two or more countries or commands, or two or more Services, or two or more forces of the same Service. The coordinating authority can require consultation between the agencies involved or their representatives, but does not have the authority to compel agreement. In case of disagreement between the agencies involved, the coordinating authority should attempt to obtain essential agreement by discussion. In the event essential agreement cannot be obtained, the matter will be referred to the appropriate authority.

Commercial. Commercial for the purposes of DACC, means those organisations or individuals undertaking an activity or event for profit making purposes.

Commander Joint Task Force (CJTF) is appointed by the CDF, following CJOPS recommendation, to deliver joint effect(s) with consideration of scale, complexity and/or duration in support of national, multi-jurisdiction or single jurisdiction civil emergency authority's emergency or non-emergency response and recovery assistance.

Cost Recovery. Refers to the recovery of the cost when Defence provides goods or/and services to external parties to Defence.

⁷ <https://www.defence.gov.au/ceremonial/Default.asp>

Defence Assistance to the Civil Community (DACC). Defence Assistance to the Civil Community (DACC) means the provision of Defence resources, within Australia and its territories, in response to a request for assistance for the performance of support that is primarily the responsibility of the civil community or other governmental organisation. This support meets the requirements outlined in [DACC Policy](#).

DACC Commander. A DACC Commander is an officer appointed by the CDF, to command a DACC response as an alternative arrangement to establishing a Joint Task Force. Such an arrangement may be considered if the operation will be conducted primarily by force elements within the usual chain of command of the nominated DACC Commander. The appointment of a DACC Commander will typically occur once the scale of the support spans the jurisdiction of multiple units responding under DACC 1, and/or an initial DACC response is likely to migrate to a DACC 2, 3, 5 or 6 category.

Defence-Initiated Community Engagement. Defence-initiated engagement activities are those activities initiated by Defence to provide a viable and recognisable service to a community activity. Community engagement can include Defence recruiting activities. Defence-initiated community engagement activities are not managed under DACC.

Defence Member. As defined in the [Defence Force Discipline Act 1982](#), is a person who is a member of the Permanent Navy, the Regular Army or the Permanent Air Force; or a member of the Reserves who is rendering continuous full-time service, or is on duty or in uniform.

Defence Personnel. Means all Australian Public Service employees in the Department of Defence, Defence locally engaged employees, Defence civilians, Defence members and the equivalents from other Defence organisations on exchange to Defence.

Direct Costs. Direct costs are costs that can be specifically attributed to the production of a specific Defence product or activity. Direct costs include the cost of wages of personnel allocated specifically to producing the product/activity, related allowances, travel, fuel, ammunition, spares, stores, repairs, etc. (further examples are provided in [Cost Recovery Guidance Document](#)). Direct costs for the use of Defence's military platforms are usually presented as a per-day or per-hour cost.

Disaster means a serious disruption to the functioning of society which poses a significant, widespread threat to human life, health, property or the environment, whether arising from accident, nature or human activity, whether developing suddenly or as the result of long-term processes, but excluding armed conflict.

Disaster Assistance Operations. These are operations in which Defence provides unarmed support to civil agencies dealing with the effects of a disaster (either natural or human).

Directorate of Operations & Training Area Management (DOTAM). In addition to operating and coordinating the management of most training areas and ranges across Australia, DOTAM provides the full range of Joint Operations Support Staff

(JOSS) services including the coordination of DACC, Defence Force Aid to the Civil Authority and ceremonial requests.

Emergency. The definition of what constitutes an ‘emergency’ or a ‘disaster’ differs in each state and territory. Generally, an ‘emergency’ is defined as an actual or imminent event that requires a significant and coordinated response, and represents a threat to life, persons, animals, property or the functioning of an essential service.

Emergency Assistance. Assistance which is immediate, urgent and for the purpose of responding to or mitigating an emergency. State and territory governments have primary responsibility for the protection of life, property and the environment; this includes coordinating and planning an emergency response or recovery within their individual jurisdictions. Where the scale of the emergency or disaster exceeds or exhausts the response capacity and capabilities of the state or territory (government, community and/or commercial) or where resources cannot be mobilised in sufficient time, they may seek Australian Government non-financial assistance, including from Defence.

Evacuation means the removal of persons or things from a disaster or danger area, etc, to a place of greater safety.

Full Cost. Full cost means the total cost of producing a Defence product or activity. It is calculated by adding both direct and indirect costs together. Further information is provided in the [Cost Recovery Guidance Document](#).

Gifts in Kind. Gifts in kind are donations from government departments, non-government organisations and members of the public to recipients in areas where the ADF is operating. Gifts in kind may include goods and equipment such as food, clothing, toys, medical equipment, sporting equipment, stationery and books.

Note: Donations intended for countries/areas outside Australian territory are not managed under [DACC Policy](#).

Hazard means an existing or potential condition that may cause harm to people, or damage to property or the environment.

High Profile Public Event (HPPE). Previously termed Public Events of Significance, HPPE is a form of DACC 5 or community engagement. Defence support is classified as a HPPE based on a threshold determined by reputational risk, attendance, media interest and cost.

Indemnity means a legally binding promise by which one party undertakes to accept the legal and financial risk of loss or damage another party may suffer.

Indirect Costs. Indirect costs are costs that cannot be specifically attributed to the production of a specific Defence product or activity. Indirect costs typically benefit multiple Defence products or activities. Examples include wages for management and administrative support, utility costs, general stores, etc.

Insurance means the act, system, or business of insuring property, life, the person, etc, against loss or harm arising in specified contingencies, as fire, accident, death,

disablement, or the like, in consideration of a payment proportionate to the risk involved.

Interagency Training are training activities and exercises that Defence undertakes with external civil emergency management and law enforcement agencies that are designed to promote interoperability between Defence and external government agencies and groups and enhance joint operations, such as emergency DACC, DACC Category 6, DFACA tasking and/or civil emergency response capabilities on Defence bases.

Joint Operations Support Staff (JOSS). [JOSS](#) provide coordination of requests from the community for Defence assistance for the conduct of support which is primarily the responsibility of the civil community, or other government organisations. Each JOSS office represents Defence at state/territory and/or regional standing emergency management committees. Defence awareness of potential domestic assistance within the states and territories is enhanced through this well-established JOSS liaison network. During domestic civil incidents and emergencies, they normally provide the ADFLO, who represents Defence's strategic decision-makers in State and Territory Emergency Operations Centres.

JTF/JTG LO. A Joint Task Force or Joint Task Group designated liaison officer who is situated within a state or territory agency or coordinating body at the tactical level to conduct liaison functions specific to their parent organisation. The LO is to ensure situational awareness is maintained between the parent organisation and the supported agency or body. The JTF/JTG LO should complement the role of the ADFLO. When both LO are activated, the JTF/JTG LO will generally focus on facilitating information to the tactical and operational levels, whereas, the ADFLO will generally focus on facilitating information flow to the strategic level.

Law Enforcement Agency. Australian Federal, State and Territory Police, when operating within their respective jurisdictions, and the Australian Border Force when operating in the maritime environment, are considered law enforcement agencies for the purposes of DACC.

MJOSS means Manager Joint Operations Support Staff.

No-Win / No-Loss Funding. No-win / no-loss arrangements seek to ensure Defence is not financially advantaged or disadvantaged by Government direction to undertake major operations. Government may agree to supplement Defence baseline funding for the net additional cost of major operations on a no-win/no-loss basis.

Non-Emergency Assistance. Assistance which is not immediate, urgent and for the purpose of responding to or mitigating an emergency. Defence should only provide non-emergency assistance to the civil community both government and non-government (including individuals or commercial entities), where there are no alternatives for gaining this support.

National Emergency Declaration (NED) can be made by the Australian Government to emphasise the gravity of a situation in the face of a natural disaster. The making of a NED has no bearing on ADF emergency DACC, which has lower thresholds for supporting disaster-affected communities.

Preparedness. In the Australian Government’s National Disaster Management and Recovery Continuum⁸, the second phase, preparedness, refers to arrangements to ensure that, should a crisis occur, the required resources, capabilities and services can be efficiently mobilised and deployed.

Prevention. In the Australian Government’s National Disaster Management and Recovery Continuum⁹, the first phase, prevention, covers measures to eliminate or reduce the severity of a hazard or crisis.

Reconstruction. In the Australian Government’s National Disaster Management and Recovery Continuum¹⁰, the sixth phase, reconstruction, involves implementing longer-term strategies post-incident to ‘build back better’ from a crisis, including identifying sustainable development approaches and mitigation measures that may be applicable beyond the directly affected community.

Recovery. In the Australian Government’s National Disaster Management and Recovery Continuum¹¹, the fifth phase, recovery, is short term measures to restore or improve the livelihoods and health, as well as economic, physical, social, cultural and environmental assets, systems and activities, of a disaster-affected community or society, aligning with the principles of sustainable development and ‘build back better’ to avoid or reduce future disaster risk.¹²

Regional Planning Officer (RPO) is the representative of National Emergency Management Agency (NEMA) within the State and Territory for the coordination of Commonwealth non-financial support. The ADFLO works closely with the RPO to understand the requirements of the requesting organisation and the facilitation of situational awareness.

Relief. In the Australian Government’s National Disaster Management and Recovery Continuum¹³, the fourth phase, relief, is support meeting the essential needs of food, water, shelter and medicines for people affected by a crisis event.

Response. In the Australian Government’s National Disaster Management and Recovery Continuum¹⁴, the third phase, response, covers actions taken in anticipation of, during, or immediately after a crisis to ensure that its impacts are minimised, and that those affected are supported as quickly as possible.

⁸ See [Australian Government Crisis Management Framework](#)

⁹ See [Australian Government Crisis Management Framework](#)

¹⁰ See [Australian Government Crisis Management Framework](#)

¹¹ See [Australian Government Crisis Management Framework](#)

¹² See [Australian Government Crisis Management Framework](#)

¹³ See [Australian Government Crisis Management Framework](#)

¹⁴ See [Australian Government Crisis Management Framework](#)

Risk Reduction. In the Australian Government's National Disaster Management and Recovery Continuum¹⁵, the seventh and final phase, risk reduction, involving reducing future risk and identifying measures that may be taken to reduce the impact of future crises.

Self-Insurer. Employers who manage their workers' compensation arrangements themselves without having to pay annual premiums.

Security and Estate Group (SEG). SEG is responsible for providing on-the-ground services and support to Defence estate and personnel around Australia, managing the development, maintenance and disposal of the Defence estate, and managing Defence security, including security clearances to Defence. It is responsible for the Defence Joint Framework for Base Accountabilities. Via its regional JOSS offices, SEG is responsible for the day-to-day management of DACC and domestic civil ceremonial requests, and the managing the enduring Defence relationship with state and territory emergency management agencies.

Senior ADF Officer (SADFO). A senior military officer of a Defence base/s appointed by the CDF through the responsible Service or Group Head (VCDF, Service Chiefs, CJC or CJOPS) for the purposes of achieving the accountabilities and responsibilities as outlined by the Joint Framework for Base Accountabilities. The SADFO holds primacy of command at the base level to respond to base wide incidents and, during these situations, the Base Manager (BM) will act in direct support. The SADFO is to leverage the capacity of the base for training, operations, logistics and other directed activities, guiding the prioritisation of resources, effort and activity in relation to capability outputs. The SADFO, in consultation with the BM, is to manage the base response to DACC or Civil Use of the Defence Estate requests that involves Defence personnel, equipment and capabilities.

Unit. Any military element whose structure is prescribed by competent authority, such as a table of organisation and equipment; specifically, part of an organisation.

Unit Commander. An officer appointed as the commander of an ADF unit, ship, base, joint unit and joint support force. In the context of DACC, the term Unit Commander also applies to an officer appointed as a formation commander (equivalent) belonging to one of the three Services.

¹⁵ See [Australian Government Crisis Management Framework](#)

CHAPTER 2

OVERVIEW OF DACC

INTRODUCTION

2.1 The demands of Defence's core business, defending Australia and its national interests to advance Australia's security and prosperity, have always governed Defence's capacity to provide assistance to the Australian community. The provision of DACC is in accordance with the [DACC Policy](#).

2.2 This manual provides information for DACC procedures (Chapters 1 to 9) and category-specific descriptions (Chapter 10, including annexes).

DACC categories

2.3 DACC is divided into two classes, emergency and non-emergency, and comprises six categories as follows:

a. **Emergency assistance:**

- (1) Category 1 – local emergency assistance (DACC 1)
- (2) Category 2 – significant crisis response or relief assistance (DACC 2)
- (3) Category 3 – significant recovery assistance (DACC 3).

b. **Non-emergency assistance:**

- (1) Category 4 – local non-emergency assistance of a minor nature (DACC 4)
- (2) Category 5 – significant non-emergency assistance (DACC 5)
- (3) Category 6 – support to law enforcement (DACC 6).

2.4 More details on each of the DACC categories are provided in Chapter 10 of this Manual.

Civilian search and rescue

2.5 The provision of Defence support to civilian search and rescue (CivSAR) is within the scope of DACC. However, CivSAR support is administered in accordance with the [National Search and Rescue Manual](#). Further guidance is provided in Chapter 10 of this Manual—specifically in Annex 10A (for local emergency assistance under DACC 1) and Annex 10B (for CivSAR assistance beyond the scope of DACC 1).

Guidance on categorisation

2.6 The flowchart in Annex 2A provides guidance on determining the correct DACC category. If doubt exists as to the categorisation of a request for assistance seek guidance from:

- a. The regional Joint Operations Support Staff (JOSS) in the first instance.
- b. For advice in urgent situations, Headquarters Joint Operations Command (HQJOC), Watch Commander on 02 6128 4331
hqjocjor.watchcomd@defence.gov.au.

2.7 For advice in non-urgent situations, Military Strategic Commitments Division (MSC) on email msc.domestic@defence.gov.au.

Support to the External Support Community

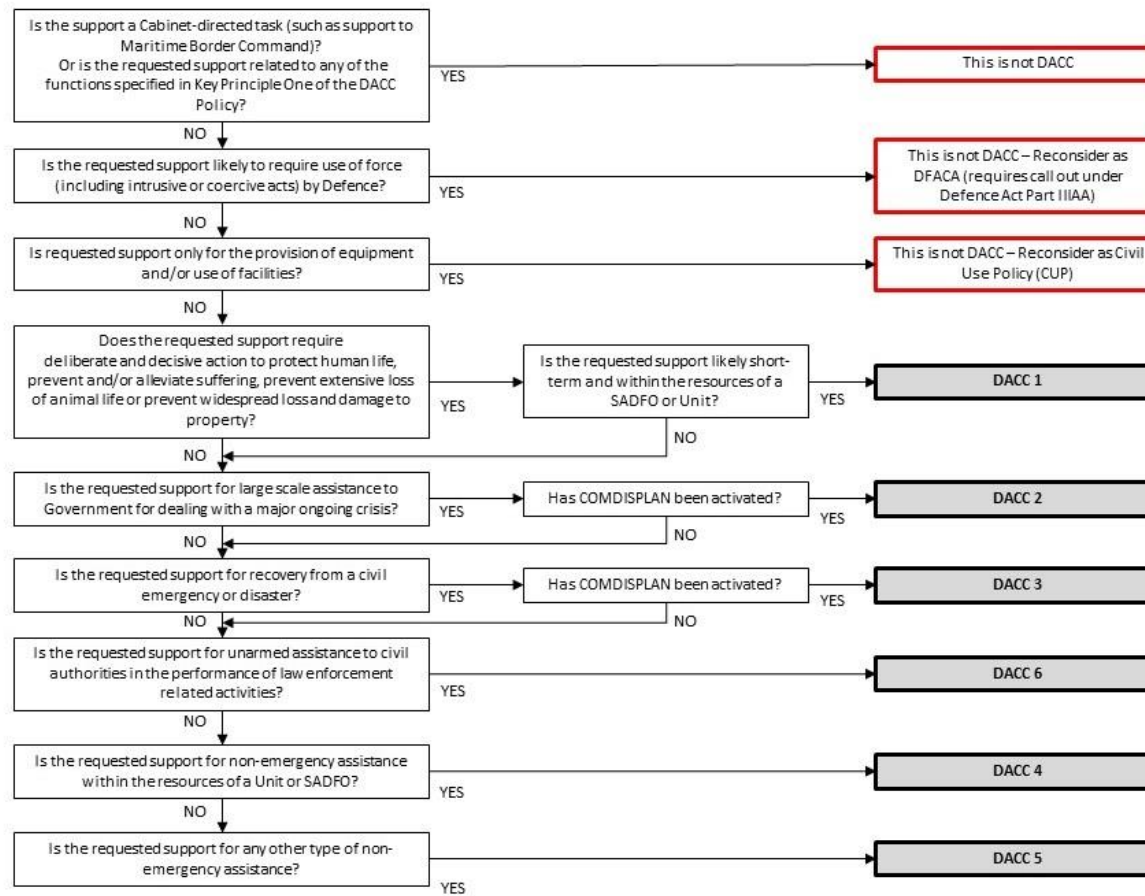
2.8 Support requests from the External Support Community (ESC)—ie veteran or charitable organisations seeking to provide a broad range of support to serving and ex-serving ADF personnel—are to be processed as per the usual DACC processes. Such requests should (depending on the Defence resources involved) be categorised as either DACC Category 4 or Category 5. Further details about Defence’s relationship with ESC organisations—including guiding principles that Defence is to apply in assessing ESC support requests—are provided in Annex 2B.

Annexes:

- 2A DACC Categorisation Flowchart
- 2B Specific policy for support to Defence-related charitable and ex-Service “External Support Community”

DACC CATEGORISATION FLOWCHART

Figure 2A–1: Flowchart to determine appropriate DACC category



SPECIFIC POLICY FOR SUPPORT TO CHARITABLE AND EX-SERVICE “EXTERNAL SUPPORT COMMUNITY”

INTRODUCTION

1. In recent years there has been an increase in ex-service and charitable organisations seeking to provide a broad range of support to serving and ex-serving ADF personnel. When such organisations seek Defence assistance, this type of DACC requires additional considerations to be applied. This annex applies to organisations considered to be part of the External Support Community (ESC), which is a diverse collection of not-for-profit organisations who seek support from Defence.
2. Defence recognises the valuable assistance provided by the ESC, which complements and enhances support for ADF personnel at all stages of their career and when they transition from the ADF. The principles will ensure that ESC assistance is provided in a manner that is efficient and complies with Commonwealth probity requirements.

PURPOSE

3. Defence recognises the need for clarity to assist managing requests for support from the ESC, and to guide an ESC organisation in their engagement with Defence. The purpose of this guidance is to elaborate on the principles outlined in the Defence Assistance to the Civil Community Policy, and provide specific advice for evaluating and planning non-emergency support for ESC.
4. The guidance contained in this annex is also applicable to Community Engagement with ESC, outlined in [Joint Directive 2021/02 – Defence Engagement with the Australian Community](#).

PROVISION OF SUPPORT SERVICES TO ADF PERSONNEL AND THEIR FAMILIES

5. Support by Defence to ESC has the added benefit of enhancing the relationships with other Government agencies and organisations that provide support to current ADF personnel, veterans and their families.
6. Defence and the Department of Veterans’ Affairs (DVA) work closely to foster the support ecosystem for ADF personnel, veterans and their families. Defence’s support to ESC complements the [National Consultation Framework](#), a formal consultative structure designed to facilitate effective communication between the veteran and the ex-service organisations.

GUIDING PRINCIPLES FOR ESC SUPPORT

7. The following ESC principles complement the DACC Policy and are designed to assist requesting organisations with preparing support requests and guide Defence decision makers:

a. Welfare of veterans.

- (1) Activities should be shaped in a way that is empathetic and minimises the potential for vicarious trauma¹⁶. Consideration should be given, in the first instance, to accessing support arrangements including access to mental health and counselling services through localised Joint Health Command Health Centres
- (2) Participation in activities must not compromise a wounded, injured or ill member's individual treatment or recovery program.

b. Branding and reputational aspects.

- (1) Working with ESC often introduces additional risk to reputation that needs to be taken into consideration during approval and activity planning. The public may not distinguish between the activities of a ESC and Defence or the ADF. These elements may require deliberate treatment in considering the implications and risk.
- (2) Any use of Defence's brands, logos, emblems, trademarks, images or equipment by an external party for advertising or promotional purposes is not permitted without Defence's written consent (see the [Defence Media and Communication Guide](#)).
- (3) Activities being considered for Defence support need to complement [Defence's Values and Behaviours](#).
- (4) If the Defence member is required to participate in media interviews or the use of social media, they are required to adhere to the Defence Media and Communication Policy and Defence Media and Communication Guide and contact their Public Affairs Officer or Media and Communication Manager.

c. Commercial and financial implications.

- (1) If a proposed activity involves the raising of funds, it must be undertaken through a recognised and registered Australian Charities and Not-for-profits Commission (ACNC) charity.

¹⁶ JHC has developed a quick reference guide to [vicarious trauma](#)

- (2) Any procurement must follow the [Defence Procurement Manual](#) and [Accountable Authority Instruction 2 \(AAI 2\) - Spending Defence Money - Procurement](#).
- (3) Any activity that involves the provision of financial assistance using Defence money must be managed in accordance with the [Defence Grant Framework](#), the Commonwealth Grant Rules and Guidelines and the [Accountable Authority Instruction 4 \(AAI 4\) - Spending Defence Money - Grants](#). Defence is only able to provide funds where a decision of Government has been made and there is a legal authority to support the funding.

ESC RESPONSIBILITIES

8. There are a range of responsibilities that are relevant to engagement with ESC organisations. This complements those DACC roles and responsibilities outlined in Chapter 3.
9. **Head Military Personnel** supports the collaboration, coordination and engagement with a range of ESC, through existing and emerging fora and initiatives, to support the provision of services and support to current serving members and their families. Head Military Personnel is also the primary point of contact for liaison with DVA should consultation between the two Departments be considered beneficial. Head Military Personnel works with Head Military Strategic Commitments on the application of DACC mechanisms as they relate to ESC.
10. **Chiefs of Staff of Service or Joint Headquarters** are a primary point of contact on respective Service policies regarding engagement with ESCs specific to Service or Joint requirements and where Headquarters level coordination is required.

CHAPTER 3

DACC ROLES AND RESPONSIBILITIES

3.1 The following roles and responsibilities are defined for the various stakeholders involved in DACC:

3.2 Chief of the Defence Force (CDF):

- a. Direct the Chief of Joint Operations (CJOPS) or Service Chiefs to execute designated emergency Defence Assistance to the Civil Community (DACC) Support.
- b. Appoint a Commander Joint Task Force and/or DACC Commander, as appropriate.
- c. Direct the Vice Chief of the Defence Force to coordinate execution of non-emergency DACC support involving two or more Services.
- d. Consider requests for DACC support in accordance with the approval authorities in Table 1 of the [DACC Policy](#).
- e. Initiate or waive cost recovery for DACC support in accordance with instructions in the [DACC Policy and this manual](#).¹⁷

3.3 Vice Chief of the Defence Force (VCDF):

- a. Coordinate the provision of non-emergency DACC where more than one Service is committed to provide support unless otherwise directed by CDF.
- b. Consider requests for multi-Service DACC 5 and 6 in accordance with the approval authorities in Table 1 of the [DACC Policy](#).
- c. Initiate or waive recovery for DACC support in accordance with instructions in the [DACC Policy](#) and this manual.¹⁸
- d. Coordinate the preparation of ministerial level documentation pertaining to DACC.

3.4 Chief of Joint Operations (CJOPS):

- a. Command and control emergency DACC support when directed.
- b. When directed, coordinate the provision of non-emergency DACC where more than one Service is committed to provide support.

¹⁷ As authorised via [Accountable Authority Instruction 6 \(AAI 6\) - Managing Defence Money](#)

¹⁸ As authorised via [Accountable Authority Instruction 6 \(AAI 6\) - Managing Defence Money](#)

- c. Review operational standing plans within 12 months of this policy being re-issued and, where a rewrite is a Defence agreed priority, amend these plans in accordance with the policy and procedures contained in this manual and the [DACC Policy](#).
- d. Coordinate the reception, staging, onwards movement, integration and employment arrangements for any foreign military assistance to a DACC response.

3.5 Service Chiefs or Deputy Service Chiefs as delegated:

- a. Execute single Service non-emergency DACC support activities.
- b. When directed, assign single Service capabilities to CJOPS for employment on emergency DACC support.
- c. When directed, provide single Service capabilities to support VCDF or CJOPS coordination and execution of non-emergency DACC support.
- d. Consider Service DACC 5 and 6 in accordance with the approval authorities in Table 1 of the [DACC Policy](#).
- e. Initiate or waive cost recovery for DACC support in accordance with instructions in the [DACC Policy and this manual](#).¹⁹
- f. Ensure all requests for Defence assistance from the community-at-large for single Service DACC support are recorded and processed in accordance with this policy.
- g. Ensure that post activity reports are completed and submitted within 28 days of the cessation of DACC support as appropriate.

3.6 Chief of Joint Capabilities (CJC):

- a. When directed, assign JCG capabilities to CJOPS for employment on emergency DACC support.
- b. When directed, provide Joint Enablers to support VCDF or CJOPS coordination and execution of non-emergency DACC support.
- c. Ensure requests for Defence assistance from the community-at-large, for any DACC support involving Joint Enablers, is recorded and processed in accordance with this policy.
- d. Through Military Strategic Effects, maintain the relevant Information Activity Directives for the conduct of DACC and community engagement.

¹⁹ As authorised via [Accountable Authority Instruction 6 \(AAI 6\) - Managing Defence Money](#)

3.7 Chief of Personnel (CPERS):

- e. When directed, assign CPERS capabilities to CJOPS for employment on emergency DACC support.
- f. When directed, provide Joint Enablers to support VCDF or CJOPS coordination and execution of non-emergency DACC support.
- g. Ensure requests for Defence assistance from the community-at-large, for any DACC support involving Joint Enablers, is recorded and processed in accordance with this policy.

3.8 Defence Finance Group (DFG):

- a. Through the Cost Recovery Directorate:
 - (1) Review cost estimates for DACC support and provide resource implication comments of DACC cost recovery waivers where two or more Services are committed to the support (e.g. HPPE) or a single Service is committed.
 - (2) Review cost estimates for DACC support and provide resource implications comments or advice for FAS-FPM to clear ministerial and cabinet submissions requesting DACC cost recovery waivers in accordance with instructions in the [DACC Policy](#) and this manual.²⁰
- b. Through the Commonwealth Budget Coordination (CBC) Directorate:
 - (1) Review cost estimates for DACC support where the expected additional costs are likely to exceed \$10m for that financial year;
 - (2) Coordinate the submission to Government requesting the creation of No-Win, No-Loss funding for a major operation;
 - (3) Initiate action for the allocation of a major operation fund code, and any additional Work Breakdown Structure (WBS) to identify the subcomponents of an operation, if required. (Note, currently an Internal Order will be allocated, and not a WBS until ERP establishes a WBS for an operation); and
 - (4) Submit Outcome 1 information to the CBC Directorate for inclusion in the Portfolio Budget Statements, Portfolio Additional Estimates Statements and in the Defence Annual Report. (Note, the CBC Directorate coordinates the operational finance input to all three).

²⁰ As authorised via [Accountable Authority Instruction 6 \(AAI 6\) - Managing Defence Money](#)

3.9 **Head Military Strategic Commitments (HMSC)** on behalf of CDF and/or VCDF:

- a. Ensure the strategic policy and procedure settings for DACC are commensurate with Australian Government policy and direction for Defence support in times of domestic emergency and crisis.
- b. Prepare the strategy to support emergency DACC support and DACC operations for CDF and/or Minister of Defence (MINDEF) approval.
- c. Implement and periodically review [DACC Policy](#) and procedures.
- d. Coordinate the provision of non-emergency DACC (including activities on the HPPE Program) where more than one Service is committed to providing support
- e. Appoint a lead Service/Group to coordinate DACC activities involving more than one Service/Group.
- f. Consider multi-Service DACC 5 and 6 in accordance with the approval authorities in Table 1 of the [DACC Policy](#).
- g. Initiate or waive cost recovery for DACC support in accordance with instructions in the [DACC Policy](#) and this manual.²¹
- h. Consult with the CBC Directorate where the additional costs are estimated to be over \$10m.
- i. Represent Defence interests in interdepartmental committee meetings.
- j. Coordinate ADF representation and liaison at strategic level interdepartmental event focused committee meetings.
- k. Act as the Defence lead for HRWS preparation activities in support of the National Emergency Management Agency (NEMA).
- l. Coordinate the preparation of ministerial level documentation pertaining to designated non-emergency DACC.
- m. Prepare and submit for MINDEF approval the bi-annual HPPE program.
- n. Prepare strategic reporting of DACC support as required.
- o. Coordinate offers of foreign military assistance related to a DACC response.

²¹ As authorised via [Accountable Authority Instruction 6 \(AAI 6\) - Managing Defence Money](#)

3.10 Commander JTF (when formed or activated):

- a. Exercise command and control of authorised DACC support in accordance with CDF delegations and authorities.
- b. Reinforce the lead role of NEMA in coordinating Commonwealth support under the AGCMF and COMDISPLAN.
- c. Maintain key senior leadership engagement with state and territory emergency management agencies in consultation with the respective NEMA Regional Planning Officer (RPO) and regional JOSS.
- d. Coordinate JTF representation and liaison at state and territory level Emergency Operations Centres in consultation with the regional JOSS and RPO.
- e. Appoint subordinate Commanders and Joint Task Groups or Units as required.
- f. Maintain situational awareness of DACC support and issues pertaining to relevant force assigned units and elements, in consultation with the regional JOSS.
- g. Ensure a consolidated post activity report and lessons identified are completed and provided to HQJOC and the relevant JOSS within 28 days of the cessation of DACC support where appropriate.
- h. Ensure relevant reporting to HQJOC and MSC.
- i. Ensure costs are captured and reported appropriately.

3.11 First Assistant Secretary Strategic Policy (FASSP) on behalf of Deputy Secretary Strategy, Policy & Industry (DEPSEC SP&I):

- a. Ensure Defence's strategic settings relevant to DACC are aligned with Whole of Government approaches and commensurate with Australian Government direction for Defence support in times of domestic emergency.

First Assistant Secretary International Policy (FASIP) on behalf of Deputy Secretary Strategy, Policy & Industry (DEPSEC SP&I):

- a. Support HMSC with coordination of offers of foreign military assistance related to a DACC response.

3.12 First Assistant Secretary Service Delivery (FASSD), Security and Estate Group (SEG):

- a. Provide annual pre-HRWS assurance of the relevance and currency of all Base Action Plan in accordance with Joint Framework for Base Accountabilities and the DACC framework.
- b. Execute regional/base DACC support.

- c. Consider DACC pertaining to SEG in accordance with the approval authorities in Table 1 of the [DACC Policy](#).
- d. Initiate or waive cost recovery for DACC support in accordance with instructions in the [DACC Policy](#) and this manual.²²
- e. As requested, assign Group capabilities to CJOPS for engagement on emergency DACC support and DACC operations.
- f. As requested, provide Group capabilities to support VCDF and CJOPS coordination and execution of non-emergency DACC supports.
- g. Oversee maintenance of accurate records, including but not limited to the DACC Database, regarding Defence support to all DACC requests.

3.13 Assistant Secretaries Finance (ASFINs):

- a. Review DACC cost recovery waivers and provide resource implication comments or advice for the financial approver in accordance with instructions in the [DACC Policy](#) and this manual.²³
- b. Review all DACC 3, 4, 5 and 6 cost estimates for the group to ensure that the financial components are correct and in accordance with relevant policy.
- c. Through the CBC Directorate, initiate action for the allocation of a Work Breakdown Structure (WBS), in addition to the DACC fund number, for DACC 1, 4, 5 and 6 support as required. (Note, currently an Internal Order will be allocated, and not a WBS until ERP establishes a WBS for an operation).
- d. Engage with the CBC Directorate if the expected additional costs are likely to exceed \$10m for that financial year to determine if No-Win, No-Loss funding is available and Fund Code is required.

3.14 Regional Senior ADF Official. The ADF has a range of senior representatives within each state or territory with varying formal (such as SADFO of a prominent metropolitan base) and informal roles (by virtue of their seniority). From a DACC perspective, the position is not formalised with specific authorities, but the local jurisdiction may view these individuals as the authoritative representative of the ADF. These officers are empowered to represent Defence for the maintenance of relationships and activities such as emergency response exercises, but in such a way that it reinforces the Commonwealth's processes for managing requests for support. Their roles include:

²² As authorised via [Accountable Authority Instruction 6 \(AAI 6\) - Managing Defence Money](#)

²³ As authorised via [Accountable Authority Instruction 6 \(AAI 6\) - Managing Defence Money](#)

- a. Maintain (in coordination with MJOSS and RPO) key habitual relationships with state and territory emergency management agencies.
- b. Receive annual regional pre-HRWS briefings.
- c. Participate in state and territory HRWS planning and tabletop exercises in such a way that does not build expectations of support from the Commonwealth.
- d. Provide annual pre-HRWS assurance of the relevance and currency of Base Action Plan in accordance with Joint Framework for Base Accountabilities and the DACC framework.
- e. Maintain situational awareness of local Defence resources and personnel within their control are suitably prepared for significant emergencies, in particular ahead of the HRWS.

3.15 Director of Operations and Training Area Management (DOTAM), SEG:

- a. Command and control Manager Joint Operations Support Staff (MJOSS) through the Deputy DOTAM.
- b. As requested by CDF Order, assign relevant DOTAM for engagement as an ADFLO on activation of emergency DACC support and DACC operations.
- c. Collect and maintain reporting data (including but not limited to cost estimates, activity reports, proof of insurance, and indemnity agreements) of all registered DACC activity for annual, biannual and periodic reporting as required.
- d. Ensure that JOSS observations, insights and lessons are entered into the [Defence Lessons Repository](#) IAW the Defence Lessons program.
- e. Manage and maintain the DACC database

3.16 Senior Australian Defence Force Officer (SADFO) acting in accordance with the Joint Force Base Accountabilities and CDF/SEC and Service and Group SADFO directives:

- a. Represent their base on their Local Emergency Management Committee (LEMC), remaining cognisant of existing ADFLO relationships.
- b. Deploy local liaison officers to their Local Emergency Operations Centre where no existing JOSS or JTF liaison officer is present.
- c. Consider DACC 1 and 4 support within their command delegation in accordance with the approval authorities in Table 1 of the [DACC Policy](#).

- d. Initiate or waive cost recovery for DACC support in accordance with instructions in the [DACC Policy and this manual](#).²⁴
- e. Coordinate the provision of DACC assistance in consultation with the regional MJOSS and in accordance with this policy.
- f. Maintain situational awareness of DACC support and issues pertaining to relevant resident units and base responsibilities.
- g. Ensure that a Post Activity Report²⁵ is completed and a copy provided to the relevant JOSS within 28 days of the cessation of DACC support as appropriate.
- h. Ensure relevant reporting to Service or Group headquarters.

3.17 **Base Manager (BM):** has authority, responsibility and accountability, through SEG line management, for base management and services, including the integrated delivery of agreed services:

- a. Support the primary Defence representative (SADFO) at the local/municipal Emergency Management Committee, and provide liaison and communication as required, on behalf of the SADFO to the local community points of contact, remaining cognisant of existing ADFLO and RPO relationships.
- b. Consider requests that are for the use of SEG people, assets, resources and estate that are within their remit in consultation with the SADFO, and in accordance with this manual and the [DACC Policy](#).
- c. Refer to local JOSS for action of any requests for Defence assistance from the community-at-large for recording and processing in accordance with this policy.
- d. When directed, provide local coordination of non-emergency DACC use of the Defence Estate and contracted services, facilitating the passage of information between DOTAM, Regional Director, FASSD, SADFO and the requesting organisation or individual.

3.18 **Unit Commanders:**

- a. Consider and oversee execution of DACC 1 and 4 support, including reporting within 24 hours of approving any requests for DACC 1 or 4 assistance.

²⁴ As authorised via [Accountable Authority Instruction 6 \(AAI 6\) - Managing Defence Money](#)

²⁵ PARs are to conform to the [ADF Writing Manual](#) report format and include, as a minimum, the following details of the support provided—timeframes, tasks, locations, resources committed, and any changes in support since the DACC was initially approved. For DACC 1 activities in which the support has concluded prior to the formal notification being issued, Webform AE830 will serve as the post activity record.

- b. Initiate or waive cost recovery for DACC support in accordance with instructions in the [DACC Policy](#) and this manual.²⁶
- c. Be prepared to contribute to, or execute, directed emergency DACC support and DACC operations.
- d. Be prepared to contribute to, or execute, VCDF or CJOPS coordinated non-emergency DACC support.
- e. Be prepared to contribute to, or execute, single Service non-emergency DACC.
- f. When the estimated additional cost of a potential DACC 4 support exceeds \$10,000, seek higher authority to execute the support as DACC 5.
- g. Redirect all approaches from the community-at-large for non-emergency support to the relevant JOSS Office in the first instance.
- h. Ensure all DACC support are registered with, and reported to, the relevant regional JOSS Office.
- i. Ensure all financial expenditure is correctly captured against a fund number or internal order number as appropriate.
- j. Ensure that observations, insights and lessons are entered into the [Defence Lessons Repository](#) IAW the Defence Lessons Program as appropriate.
- k. Where appropriate, complete a post activity report and provide it to the relevant JOSS within 28 days of the cessation of DACC support²⁷.
- l. Ensure relevant reporting to Service or Group headquarters.

3.19 Manager Joint Operations Support Staff (MJOSS):

- a. In accordance with Joint Directive 03/18²⁸, act as the primary state/territory/local government and local community point of contact, and Defence representative, for all DACC requests except those for Civ SAR or civilian EOD.
- b. Establish and maintain an enduring working relationship with relevant government authorities and key officials responsible for civil emergency and

²⁶ As authorised via [Accountable Authority Instruction 6 \(AAI 6\) - Managing Defence Money](#)

²⁷ PARs are to conform to the [ADF Writing Manual](#) report format and include, as a minimum, the following details of the support provided—timeframes, tasks, locations, resources committed, and any changes in support since the DACC was initially approved. For DACC 1 activities in which the support has concluded prior to the formal notification being issued, Webform AE830 will serve as the post activity record.

²⁸ Available on DSN

- government sponsored event management, including the provision of advice to MSC/HQJOC/JTF Commander, as required.
- c. Provide DACC subject matter expert advice to all elements of Defence.
 - d. Conduct direct liaison with the Defence chain of command in order to facilitate DACC situational awareness.
 - e. Ensure all requests for Defence assistance from the community are registered, recorded and processed in accordance with the policy and procedures detailed in this policy and the DACC Manual where appropriate.
 - f. As directed by CDF Order or DOTAM, provide ADFLO at relevant regional, state or territory Emergency Operations Centre (EOC) to represent CDF for emergency DACC support and DACC operations. As directed by CDF Order or DOTAM, provide tactical level/local coordination of non-emergency DACC support, facilitating the passage of information between the supporting unit and the requesting organisation or individual.
 - h. Conduct initial assessment as to the suitability of activities nominated as HPPE.
 - i. Maintain accurate records of DACC support via the DACC database.
 - j. Draft relevant agreements and deeds regarding indemnity and insurance and seek legal approval where appropriate (see Chapter 7).
 - k. Provide updates and advice to MSC for strategic decision making.
 - l. Ensure that observations, insights and lessons are entered into the [Defence Lessons Repository](#) IAW the Defence Lessons Program where appropriate.

CHAPTER 4

DACC COMMAND AND CONTROL

WHOLE OF GOVERNMENT COORDINATION

4.1 DACC provides the means through which Defence can assist Federal, State and Territory Government and non-Government organisations to deliver either emergency or non-emergency support. In the emergency support context, State and Territory governments are primarily responsible for the protection of life, property and the environment, and for coordinating and planning responses or recovery actions in disaster-affected areas within their jurisdictions.

4.2 The National Emergency Management Agency (NEMA) coordinates Australian Government physical assistance (including any Defence support) when the States and/or Territories request significant emergency support. When emergency support from the Australian Government may become necessary, NEMA will activate the [Australian Government Disaster Response Plan \(COMDISPLAN\)](#). All DACC 2 and 3 support will be requested, considered and provided through the COMDISPLAN.

4.3 Although DACC support related to a COMDISPLAN is usually associated with DACC 2 or 3, some DACC 4, 5 and 6 requests may also relate to an activation of the COMDISPLAN. An example of this is support related to the COVID-19 response. In these circumstances, the COMDISPLAN takes precedence, and where practicable, requests should be requested, considered and provided through this avenue.

Command and control

4.4 The formation or activation of a JTF or appointment of a DACC Commander would typically depend on the anticipated location, scale, complexity and duration of the requested support.

4.5 The decision to form a Joint Task Force (JTF) or appoint a DACC Commander rests with CDF as advised by the Chief of Joint Operations (CJOPS). As part of a coordinated DACC 2 or 3 response to a large-scale incident, an extraordinary Strategic Command Group (SCG) meeting may be called by CDF and the decision to form a JTF/DACC Commander would be promulgated by CDF Order through Military Strategic Commitments Division (MSC). HQJOC would then coordinate the formation of a JTF and/or appointment of a DACC Commander.

4.6 Any additional requests for assistance must be submitted via NEMA for consideration by CDF or executed in accordance with ordered delegations.

4.7 DACC indicative support models are located at Annex 4A.

Offers of foreign military assistance

4.8 The Australian Government may receive offers of foreign military assistance through a variety of avenues including Defence. The decision to accept offers of

foreign military assistance is the prerogative of the Australian Government, who will likely rely on Defence advice. NEMA is responsible for coordinating support from other international sources, including from overseas civilian agencies or commercial providers. The following is the division of responsibilities should Defence receive an offer of foreign military assistance:

- a. FASIP will convey offers received through its network of Defence Attachés to HMSC and provide policy advice on whether accepting the offer is in the interest of Defence.
- b. HMSC will coordinate offers of foreign military assistance within Defence including the provision of advice to Government to seek a decision. HMSC will also be responsible for communicating the decision with any limitations to wider Defence on behalf of CDF, including whether the extension of any immunity in force under Section 123AA would apply to members of foreign military members supporting the ADF.
- c. CJOPS will provide advice on the reception, staging, onwards movement, integration and employment aspects of the offer. Should the offer be accepted, CJOPS will issue orders to confirm tasking, limitations, command and control arrangements, and administrative responsibilities.

4.9 Further guidance on, and considerations for, foreign military assistance to disaster assistance operations within Australia is available in the ADF doctrine publication [ADF-I-3 Domestic Operations](#).

Use of aviation assets for purposes of non-emergency DACC

4.10 **Aircraft.** As a high profile and popular asset, the management of aviation support to HPPE or other DACC 5 events is continually measured against the operational and maintenance needs of each service.

4.11 In response to requests for air support, Defence may commit to providing generic air support under the provision that the type and number of aircraft will be confirmed subject to availability and applicable flying restrictions. Event organisers are to be advised of the aircraft type when the HPPE Program or other DACC 5 support is approved and are to be advised of any subsequent change in platform or numbers where necessary. If the aircraft type has not been specified, cost estimates will be based on the most expensive platform to ensure initial estimates are not undervalued.

4.12 **DACC flypasts incorporated into training.** A flypast provided in support of a community activity that is assessed as having reasonable public affairs benefit and which can be accomplished as part of a planned training sortie should generally be provided without cost recovery in accordance with instructions in the [DACC Policy](#)

[and this manual](#).²⁹ The support is however still required to be registered as DACC 5 support.

4.13 All flypasts and flying displays are to be authorised and conducted in accordance with the appropriate service policy:

- a. [SI \(NA\) OPS 03-03 - Flypasts, Flying Displays and Handling Demonstrations - DASR SPA 30](#)
- b. [SI\(AVN\)OPS 3-104: Flying and Static Displays and Public Events of Significance](#)
- c. [AC SI\(OPS\) 03-08 Flypasts and Flying Displays](#)

4.14 In accordance with [Joint Directive 2021/02 – Defence Engagement with the Australian Community](#), ADF aircraft are prohibited from operating *within* sporting stadiums to support engagement activities. This does not apply to aircraft flying over a stadium, which is permitted.

Coordination

4.15 Specific categories of DACC are to be coordinated as follows:

Table 4-1: DACC coordination for specific categories

DACC	Coordinating authority
1	SADFO or Unit Commander (through respective chain of command) in consultation with regional JOSS. CJOPS and HMSC are to be informed of ADF commitment to DACC 1 support ASAP (NMT 24 hours) through the HQJOC Joint Operations Room Watch Commander via Webform AE830. HMSC will consider elevation to another DACC category if required.
2	When Coordinator General NEMA (or their designated deputy) activates COMDISPLAN and formally requests Defence assistance, HMSC assumes strategic coordination, CJOPS conducts operational planning and execution. HMSC will seek CDF approval.
3	When Coordinator General NEMA (or their designated deputy) activates COMDISPLAN and formally requests Defence assistance, HMSC assumes strategic coordination, CJOPS conducts operational planning and execution. HMSC will seek CDF approval.
4	SADFO or Unit Commander in consultation with regional JOSS, via Webform AF095 and AF095-1, including required attachments.

²⁹ As authorised via [Accountable Authority Instruction 6 \(AAI 6\) - Managing Defence Money](#)

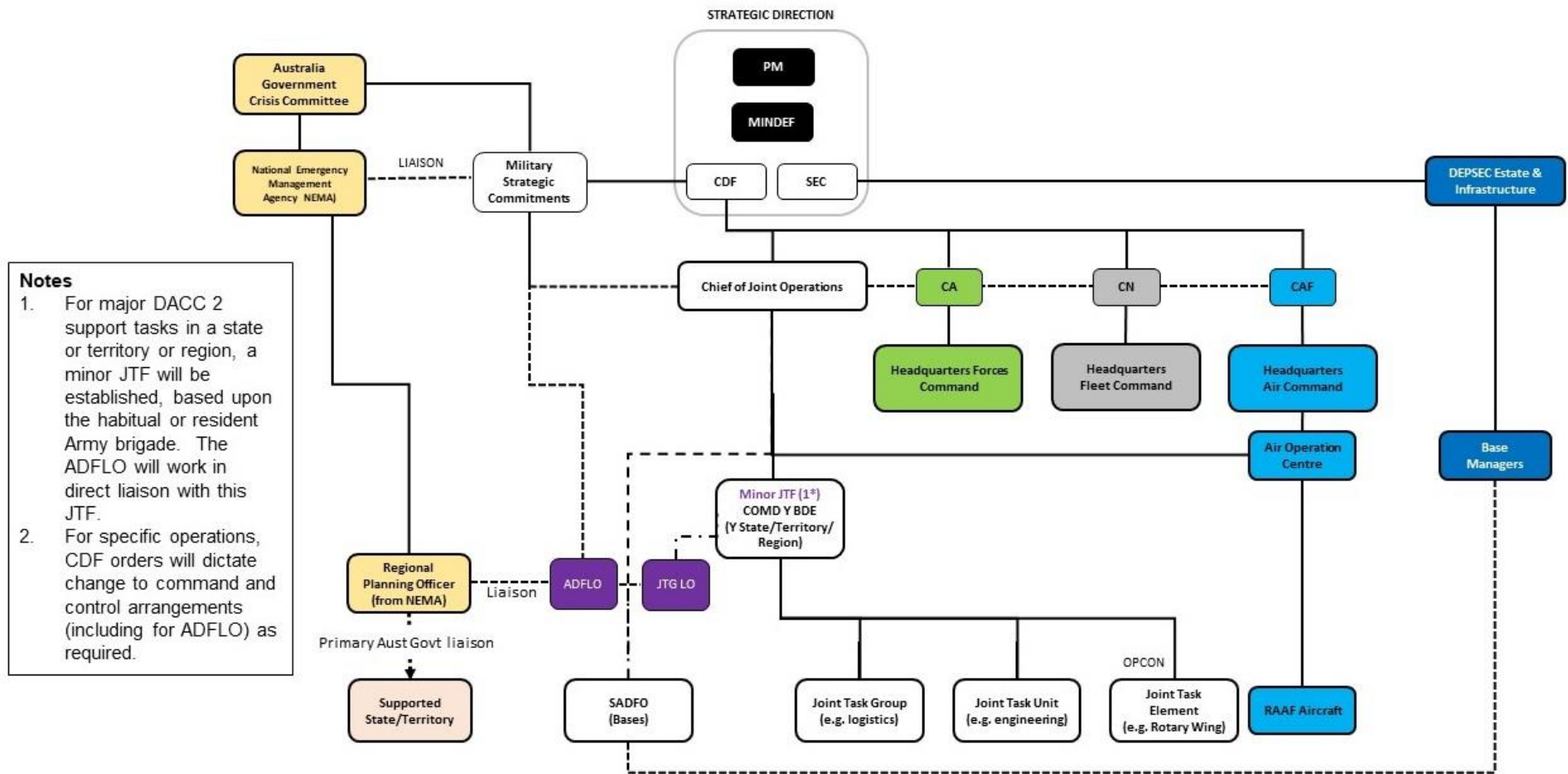
DACC	Coordinating authority
5	<p>Single Service/Group — Force Command HQ/Group lead in consultation with regional JOSS.</p> <p>Multi-Service — HMSC will appoint a lead Service/Group to coordinate in consultation with regional JOSS.</p> <p>Large-scale Defence assistance may require HMSC/CJOPS coordination or the appointment of a Sponsor, particularly in the case of a protracted support for an ESC.</p> <p>Requests are to be captured via Webform AF095 and AF095-1, including required attachments.</p>
6	<p>Single Service/Group — Force Command HQ/Group lead in consultation with regional JOSS.</p> <p>Multi-Service — HMSC will appoint a lead Service/Group to coordinate in consultation with regional JOSS.</p> <p>Single or multi-Service/Group — law enforcement assistance of an urgent and/or sensitive nature — HMSC lead coordination</p> <p>When the tasking is related to an active COMDISPLAN, the request should be coordinated per DACC 2/3.</p>

Annex:

4A DACC Indicative support models

DEFENCE ASSISTANCE TO THE CIVIL COMMUNITY INDICATIVE SUPPORT MODELS

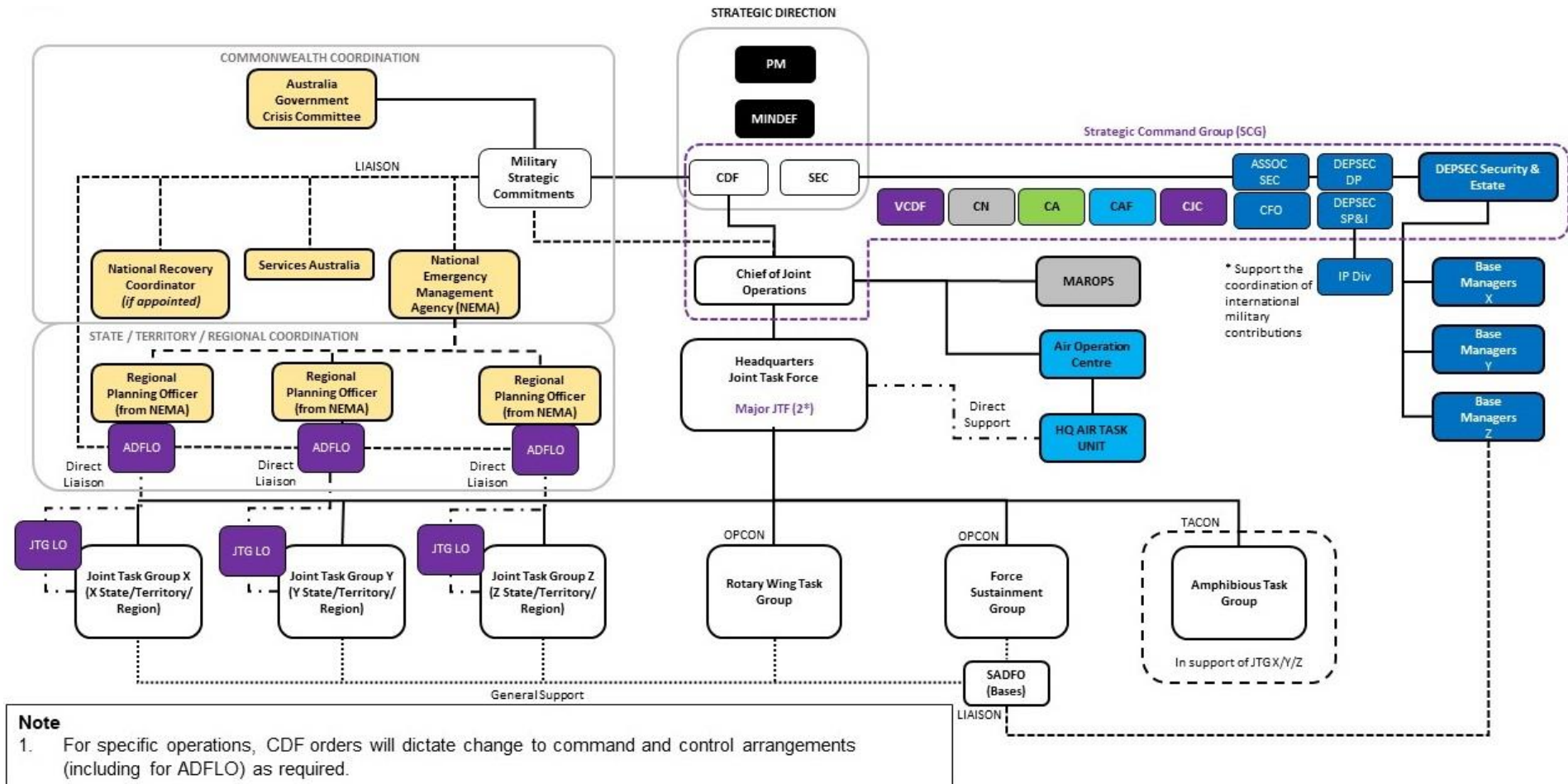
Figure 4A-1: Indicative State/Territory Emergency DACC Support Model



Notes

1. For major DACC 2 support tasks in a state or territory or region, a minor JTF will be established, based upon the habitual or resident Army brigade. The ADFLO will work in direct liaison with this JTF.
2. For specific operations, CDF orders will dictate change to command and control arrangements (including for ADFLO) as required.

Figure 4A-2: Indicative National Emergency DACC Support Model



CHAPTER 5

HIGH RISK WEATHER SEASON PREPAREDNESS

5.1 Prior to 1 October each year³⁰, Defence is to ensure an appropriate level of High Risk Weather Season (HRWS) preparation. Although, natural disasters will occur outside the HRWS, this annual battle rhythm coincides with the Australian cyclone season and the southern Australian bushfire season. CDF will issue direction on specific preparedness in the form of a warning order which will specify responsibilities for the following mechanisms, as appropriate:

- a. review of lessons from previous HRWS
- b. review of extant [DACC Policy](#), procedures and Defence emergency assistance plans
- c. analysis of the HRWS meteorological forecast and confirmation start and end dates for the upcoming HRWS (for preparedness purposes)
- d. external (Australian Government, state and territory government) and internal engagements with DACC stakeholders, to optimise integration and common policy and practices
- e. training of key Defence stakeholders in DACC Policy and procedures
- f. reporting of capability and equipment status associated with the HRWS.

HRWS forecast

5.2 The Bureau of Meteorology (BOM) provides quarterly national and regional weather forecasts. The National Emergency Management Agency (NEMA) also produces products and briefings that draw on these forecasts, as well as annual forecasts from the Bushfire and Natural Hazards Cooperative Research Centre. These forecasts traditionally focus on tropical cyclone and bushfire potential for the upcoming season but other products provide seasonal rainfall patterns, including indicators of potential floods.

5.3 The BOM forecast will inform planning considerations such as posturing, resource allocations and personnel and equipment readiness. On release of the HRWS forecast, SADFO, BMs, and HQJOC (in consultation with Force Commanders) should consider relevant Defence emergency response plans including contingency plans.

5.4 The BOM weather forecast most relevant to the HRWS is generally released in August/September.

HRWS engagements with Government stakeholders

5.5 Defence will engage with and support NEMA in their HRWS Preparedness Program. This program is a series of activities conducted around Australia with federal, state and territory emergency management authorities.

5.6 These engagements ensure an ongoing understanding of the civil operating environment, state/territory responsibilities, authorities, interdependencies, interoperability as well as their potential operational hazards, risks and challenges. These activities enable an understanding of the roles and responsibilities of the various Defence entities, as well as allowing for an understanding of Defence capabilities which will likely be available during the HRWS.

Defence representation at federal, state/territory, regional and local standing committees³¹

5.7 **National level.** HMSC or a delegate may represent Defence at standing and on-occurrence national level emergency management committees. CJOPS, relevant CJTF and DOTAM may also attend (in coordination with HMSC) as advisers or liaison officers.

5.8 **State/territory and regional level.** The relevant regional JOSS may represent Defence at standing emergency management committees at state/territory level and at regional³² level. This will complement Commonwealth representation by NEMA, usually by the RPO. When a task force/group has been established for a domestic operation, the task force/group may also send liaison officers in coordination with the JOSS.

5.9 **Local level.** Defence representation at any standing local³³ emergency management committees (where appropriate) will usually be provided by a SADFO/BM or a local unit Commanding Officer.

Training and education

5.10 Defence is to ensure a range of DACC training and awareness products are available and delivered across Groups and Services, and is complementary to civil emergency management authority activities. Central to this education is the information contained in ADF doctrine publication [ADF-I-3 Domestic Operations](#).

5.11 Defence can expect to be involved in facilitating knowledge transfer or support to emergency management capacity building at Commonwealth, State and Territory and Local Government levels. The Crisis Appreciation Strategic Planning

³¹ Defence is not obliged to hold records of these other government agency's meetings.

³² 'Regional' in this context refers to regions established by the relevant state/territory emergency management agencies.

³³ 'Local' in this context refers to any level below regional.

(CASP) process is the Whole of Government tool for providing a framework for conceptualising and managing crises at the strategic level and is sponsored by NEMA. The CASP has many similarities to the Military Appreciation Process, with complementary concepts that facilitate common understanding and language in an inter-agency environment.

5.12 Domestic emergency scenarios should be exercised at all levels to ensure command and control, liaison networks, processes and authorities (both internal and external to Defence) are clearly understood and practiced.

Lessons

5.13 Observations, insights and lessons (OILs) on DACC requests are to be collected and maintained across the Groups and Services at all levels in accordance with the [Defence Lessons Handbook](#) as appropriate. When a Joint Task Force (JTF) headquarters is established or activated, a dedicated lessons management function is to be included and resourced within this headquarters from initiation as appropriate.

5.14 Formal lesson reviews are to occur when a DACC operation ceases with the outcomes of the lesson review included in the [Defence Lessons Repository](#) as appropriate. Areas for focus in the analysis are based on the Commander's area of interest but could include the ongoing appropriateness of [DACC Policy](#), procedures and plans (including standing Defence emergency assistance and regional support plans).

5.15 Providing Groups and Services are to conduct a review of the OILs arising from non-emergency DACC support contained on the DACC database, prompting conducting units where appropriate.

5.16 Lessons boards should consider key themes arising from PARs and associated DACC documentation. Lessons reviews and boards could also consider key themes and trends for further analysis such as root cause analysis.

CHAPTER 6

HIGH PROFILE PUBLIC EVENTS

6.1 Where Defence is requested to support certain large-scale events or activities where significant public exposure is likely, Defence may designate these a High Profile Public Event (HPPE). These events were previously termed Public Events of Significance (PES).

6.2 [Joint Directive 2021/02 – Defence Engagement with the Australian Community](#)³⁴ provides guiding principles to all forms of community engagement, of which HPPE are a highly visible component. The key focus of Defence's involvement in HPPE is to strengthen the links between the ADF and the community it serves, enhance the reputation of Defence and Defence industry, and maximise the appeal of Defence as an employer of choice to diverse groups across Australian society.

6.3 HPPE can be subdivided as HPPE (DACC 5) or HPPE (Community Engagement):

- a. **HPPE Community Engagement (HPPE CE).** An activity undertaken at Defence's discretion, to primarily benefit and promote Defence. Activities can be conducted with Commonwealth, State, territory or local government departments, agencies and authorities, and the wider Australian community such as clubs and social organisations. Activities may also be managed by commercial entities for the benefit of Defence. Examples include Avalon International Air Show, ANZAC Day and Australia Day support. Community engagement activities are not subject to DACC cost waiver requirements but warrant ministerial visibility.
- b. **HPPE Defence Aid to the Civil Community (HPPE DACC).** An activity undertaken primarily for the benefit of entities other than Defence, particularly where the entity gains direct commercial benefit from Defence's support. Examples include SUPERCAR, and Formula 1 Grand Prix Events. DACC events are subject to cost waiver requirement considerations and warrant ministerial visibility.

HPPE threshold

6.4 The threshold for a HPPE classification generally includes one or more of the following:

- a. Defence involvement in the event carries reputational risk that warrants ministerial level visibility, either through Defence association with the event, or through the scope of proposed Defence involvement.

³⁴ Scheduled to be updated in early 2024.

- b. The event is likely to attract a large community audience in attendance (greater than 50,000), or live national or international broadcast of the event, or significant national or international media interest (including through social media) following the event.
- c. Defence involvement in the event will exceed \$1,000,000 (additional costs). Irrespective of reputational risk or the expected size of audience, any Defence involvement in a community event (community engagement or DACC) exceeding this cost will be classified as HPPE.

6.5 Where major Defence commemorative activities (such as Anzac Day or Australia Day), which may previously been classified as ceremonial, meets the HPPE threshold, support will be managed as a HPPE.

Strategic guidance

6.6 Defence support to HPPE is to be carefully considered with respect to the Joint Directive and [DACC Policy](#) and the following criteria:

- a. The event is not to be dependent on Defence to be successful (that is, Defence's unexpected inability to participate in an event should not cause significant impact on the success of that event, nor should it result in a negative impact on Defence's reputation).
- b. The civilian organisation making the request should be capable of managing the event successfully.
- c. The possibility for the recovery of the direct cost or part of the costs, especially from profit-making organisations—noting it is common practice for HPPE to have the costs waived due to the associated benefits to Defence.
- d. The external event organiser's acceptance of Defence indemnity and insurance requirements.

HPPE coordination

6.7 The HPPE Program is a consolidated schedule of high profile DACC 5 or community engagement events that is submitted bi-annually for approval in May (for events between 1 July and 31 December of that calendar year) and October (for events between 1 January and 30 June of the following year).

6.8 Short notice requests. Significant public events that arise at short-notice (after the 1 March or 31 July deadlines) may still be considered as stand-alone DACC 5 support and dealt with in accordance with this manual.

Process

6.9 The relevant MJOSS is responsible for facilitating HPPE (and other DACC 5) requests to HMSC.

6.10 HMSC will convene a HPPE Working Group meeting each March and August to consider events (including significant DACC 5 or community engagement events)

for inclusion in the HPPE submission. The HPPE Working Group may include representatives from MSC; the three Service; Joint Capabilities Group; Security and Estate Group; Defence Finance Group; Defence Force Recruiting (DFR); ADF Ceremonial; and Media and Communication Branch, including relevant regional public affairs managers.

6.11 On the basis of HPPE Program Working Group deliberations, MSC will prepare the draft HPPE Program for approval by the relevant approving authority and will seek stakeholder clearance of this draft. The approved HPPE Program will then be issued via a CDF TASKORD.

Coordination

6.12 **Multiple Service/Group Support.** Where the support is to be provided by more than one Service or Group, MSC will appoint a lead Service/Group to coordinate in consultation with relevant Service headquarters, JOSS and Service/Group event coordinators for public affairs activities.

6.13 **Lead Group/Service.** A Lead Group/Service will be appointed for each HPPE. The responsibilities as Lead Group/Service include:

- a. Lead group/service is requested to liaise with relevant JOSS and event organiser to coordinate defence support.
- b. Provide the coordination function during planning, execution and evaluation of the event.
- c. Coordinate public affairs for the activity in consultation with the regional manager public affairs and service communications advisors.
- d. Coordinate capture of quantitative and qualitative data to support analysis of the event to gauge performance and effectiveness.
- e. Provide a post activity report to all stakeholders on completion as appropriate.
- f. Verify with HMSC or regional MJOSS that the relevant deed and indemnity/insurance documents have been finalised prior to support to the event being committed.
- g. Provide a synopsis of the event as appropriate, referenced to the principles within [Joint Directive 2021/02](#) during the following HPPE planning cycle to inform on decisions relating to future support for that event.
- h. Ensure Defence support to the event is executed consistent with public health related protocols and restrictions.
- i. Capture the event in the Defence engagement and activity tracker.
- j. Coordinate advice to HMSC should a group/service be unable to support an event as tasked, including liaison with event organisers.

k. Ensure costs are captured and reported as appropriate.

6.14 **Public Affairs and Recruiting.** The lead Service/Group event coordinator will liaise directly with external event organisers to maximise public affairs opportunities arising from HPPE. Public access to ADF personnel, in conjunction with visual displays, is expected to generate increased interest and understanding of Defence's role and employment opportunities. DFR is expected to leverage HPPE activities for recruiting priorities.

Withdrawal of commitment

6.15 The level of ADF assistance approved for a HPPE support task should be viewed as the maximum commitment. HPPE commitments are not to be withdrawn unless efforts to provide a substitute platform, or effect, are exhausted. Event organisers are to be informed as early as possible of the possibility of late withdrawals due to operational or unforeseen reasons.

Approval

6.16 Where the cost for an HPPE (DACC 5) event is less than \$1,000,000 CDF will approve the HPPE schedule. For events forecasted to cost more than this, cost recovery waiver approval from MINDEF is required. Other HPPE (Community Engagement) activities that do not meet this threshold will be advised to MINDEF in appropriate advice.

COST, INDEMNITY AND INSURANCE

Cost recovery waiver

6.17 Where Defence provides support that has been approved in the HPPE Program, Defence may also waive the requirement for cost recovery for that support. CDF or MINDEF authorises this waiver as part of approving the HPPE Program.

Cost estimate

6.18 Regardless of the cost recovery waiver, any Defence support to HPPE (DACC 5) events will require cost capture as well as a cost estimate utilising the [DFG cost recovery calculator](#).

6.19 When community engagement/public relations assets (such as the Roulettes, RAAF Balloon or Team Army Street Machines) are requested to support through DACC provisions, they are not to be included in the DACC cost estimate.³⁵

³⁵ This reflects the inherent nature of these assets as increasing the profile and brand recognition of Defence.

Insurance and indemnity

6.20 The requesting organisation for an event on the HPPE Program will be expected to satisfy the same insurance and indemnity requirements as for other DACC 5 support. The lead for the specific HPPE is to ensure that this is in place prior to conducting the activity through the entering of a deed.

CHAPTER 7

MANAGING SAFETY, LEGAL AND FINANCIAL RISKS

INTRODUCTION

7.1 As part of the DACC decision-making process – and before DACC support is approved – the responsible DACC approving authority must be satisfied that all reasonably foreseeable risks have been identified and appropriately addressed including mission, reputational, financial, legal and safety risks. These are to be recorded as appropriate including reference to any standing risk profiles.

7.2 DACC approval authorities should consider the principles as outlined in the [DACC Policy](#), and should not ordinarily approve DACC support that would require training beyond core competencies, lengthy mission rehearsal periods and/or the acquisition of additional equipment not ordinarily organic to Defence. At all times, decision makers are to assess and confirm whether Defence personnel have the skills necessary to undertake the mission before they deploy. Services or Groups may make it a condition to providing DACC support that external agencies provide a risk plan. This risk plan should address the scope and nature of the proposed support.

REPUTATIONAL RISKS

7.3 Providing support to the civil community will often enhance public esteem for Defence. However, there are some reputational risks (to Defence, the Australian Government and/or the supported jurisdiction or entity) where Defence conducts DACC. These may stem from misunderstandings about DACC activities or from Defence's conduct of, or public statements about, those activities.

7.4 All Defence personnel involved in approving, planning or managing DACC activities should consider these risks. This applies particularly for large scale (ie DACC 2, 3 and 5) or sensitive (DACC 6) activities. Military Strategic Effects is to maintain an Information Activities Directive that gives specific guidance on these matters. This is maintained on the DSN.

7.5 Further guidance on these matters is provided in an *Information Activities Directive on Defence Assistance to the Civil Community*. This directive is available via MSC.

WORK HEALTH AND SAFETY

7.6 DACC support is subject to work, health and safety requirements. Defence personnel engaged in providing assistance to the civil community are deemed to be engaged in carrying out work as part of the undertaking of the Commonwealth.

7.7 Safety risks must be assessed and managed according to the requirements of the [Work Health and Safety Act 2011](#), [Work Health Safety Regulations 2011](#) and the [Code of Practice 'How to manage health and safety risks'](#). Hazards, risk assessment results and risk controls are required to be included in a risk register maintained by the Service or Group providing the support and the risks are to be

monitored by the Commander or specified Defence personnel on a regular basis throughout the DACC support.

7.8 Where there is sufficient time before approval, a formal risk assessment must be undertaken in accordance with [AS ISO 31000:2018 'Risk Management—Guidelines'](#). This will assist the decision maker in assessing the risks associated with approval of DACC support and determining additional controls to either eliminate the risk, or where this is not possible, to reduce risk as far as is reasonably practicable. If there is not sufficient time prior to approval, a formal risk assessment must be completed and recorded (if appropriate) as soon as practicable after approval is given and before the commencement of support.

7.9 The Commander of force elements assigned to DACC support must ensure that their force elements are properly qualified, prepared and resourced to undertake DACC support safely.

7.10 All Defence work health and safety incidents that occur during DACC tasking must be reported to Defence using [Sentinel](#), the Defence Work Health and Safety Management Information System, as WHS Events. For those with no access to the Defence Protected Network (DPN), Form AE527 Sentinel Event Report – Non-DPN (DRN) Users can be accessed via the internet: [Work Health & Safety | Incident Reporting](#). Incidents occurring in remote areas still need to be reported in Sentinel within the required timeframes. To achieve this, the reporter may need to advise the details of the incident (as much as is known at the time) to a Defence contact with access to the DPN, so that the incident can be reported on their behalf in the required timeframes.

7.11 Additionally, fatalities, serious injuries/illnesses and dangerous incidents must be notified to the WHS Regulator, Comcare. Refer to [Defence Work Health and Safety Incident Reporting Policy and Guidance](#) for further information including the manner in which the reporting is to occur.

7.12 Detailed guidance is set out in policy requirements of the [Defence Safety Manual \(SafetyMan\)](#), including WHS reporting requirements. Depending on the size, nature and categorisation of a DACC task, WHS guidance should be sought from, and provided by, safety management personnel at the appropriate operational level (eg unit, formation, Service or joint operational level). All Officers and Workers of Defence have obligations with respect to safety that may be enforced through individual criminal penalties.

7.13 **DACC WHS Plans.** All DACC WHS Plans must include as a minimum:

- a. consultation and communication arrangements
- b. responsibilities (command, specialist WHS personnel, workers)
- c. emergency procedures (including injury management and incident reporting)
- d. hazard/risk management
- e. lessons learnt

f. governance.

7.14 The DACC commander may make it a condition of providing DACC support to an external agency that the agency supply a safety risk plan.

7.15 **Indemnity for ADF members.** The [Defence Act 1903](#) includes an immunity that may be enlivened for ADF members and Defence APS in the event of natural disaster or other emergency, where the nature or scale of the event makes it necessary for the benefit of the nation for Defence to provide assistance. The immunity is similar to that enjoyed by civilian emergency service personnel and may be extended to other Commonwealth employees, foreign defence personnel or foreign police personnel assisting. MSC will staff the consideration to enliven the immunity in any appropriate case.

MANAGING LEGAL AND FINANCIAL RISKS THROUGH INSURANCE AND INDEMNITY AGREEMENTS

7.16 The legal risks associated with DACC can be addressed by various mechanisms. When identifying and assessing legal risks, consideration should be given to legislative provisions that may contain relevant protections for Defence and/or ADF personnel. There may be protections contained in the common law (such as those relating to self-defence). It may also be appropriate to engage with the applicant with a view to modifying or removing certain activities in the DACC request in order to reduce the legal risk to Defence. Notwithstanding these options, there is likely to be residual legal risk.

7.17 Defence manages residual legal and financial risks associated with DACC support through the terms of an applicable MoU or Deed entered into with the DACC recipient. Table 7-1 refers to respective applicability of each mechanism.

7.18 It is also important to clarify the practical arrangements for the support (including, for example, clearly specifying the required Defence assets). Consequently, Defence will generally seek to enter into an arrangement with the recipient of DACC 3, 4, 5 or 6 and alert recipients to this requirement. The type of arrangement used must be documented and signed by representatives of both the appropriate Defence authority and the recipient of the support.

7.19 **Agreement templates.** Defence has a set of standard templates available at Annexes 7A, 7B and 7C, which have been developed to apply in a wide range of circumstances. These templates reflect the standard terms which are agreed by Defence for the provision of DACC support and, if applicable, must be formalised in between the parties and will generally take the form of either a:

- a. memorandum of understanding (MoU).
- b. deed.

7.20 **Modifying templates.** Upon consultation with an appropriate Defence legal representative (relevant command Defence Legal office), the MoU and Deed templates at a minimum must contain the following:

- a. The specific assistance that is to be provided.

- b. The ability of Defence to cancel or reduce the assistance due to operational requirement.
- c. An agreed way that claims for loss or damage will be handled and the type of insurance the recipient holds.

7.21 The templates at Annexes 7A and 7B contain instructions for the completion of the document by Defence personnel.

7.22 **Choosing which template.** In order to determine which template should be used, it is necessary for Defence personnel to assess the nature of the entity seeking assistance. Regional MJOSS are generally the most appropriate area of Defence to facilitate this determination.

- a. If the entity is another Commonwealth agency or department, the MoU will apply.
- b. If the DACC recipient is another type of organisation, entity, or individual, the Deed must be used.

7.23 If there is any query or ambiguity in relation to which provisions should be included in an MOU or Deed, or the broader legal aspects of a DACC support, Defence Legal should be consulted through the relevant command Defence Legal office.

7.24 **Memorandum of Understanding** see Annex 7A:

- a. Is a non-legally binding arrangement.
- b. Can only be used with other Commonwealth Government bodies (excluding corporate-Commonwealth entities and states and territories) unless specifically approved otherwise.
- c. Is not required prior to providing DACC 1 support.
- d. A MOU is not required for the provision of additional DACC 2 or 3 support that is within the scope of an extant CDF order.

7.25 **DACC Deed** see Annex 7B:

- a. Is used for all support to state/territory governments and state/territory government entities (e.g. councils and rural fire services), and also for large private or commercial entities.
- b. Can be modified for simple, low risk support to individuals or small entities, subject to Defence Legal advice.
- c. Is often used for a nil cost or nil fee arrangement but can be used if costs are to be recovered.
- d. Is to be signed in accordance with the signature block contained in the template.

7.26 **DACC Deed of Amendment and Restatement** see Annex 7C:

- a. Is only used to amend an original DACC Deed.
- b. Is to be signed in accordance with the signature block contained in the template.

7.27 **General requirements.** The completed DACC MOU or Deed should be signed by both participants/parties prior to the commencement of the activity.

7.28 If there is any doubt whether to use a MOU or Deed, Defence Legal must be consulted through the relevant command Defence Legal office.

Table 7-1: Applicability of MoU and Deed for each DACC category

DACC Category	MOU	Deed
DACC Cat 1	Not required	Not used
DACC Cat 2	Not required ^(a)	Not used
DACC Cat 3	Not required ^(b)	Not used
DACC Cat 4	Can be used	Most appropriate
DACC Cat 5	Can be used	Most appropriate
DACC Cat 6	Can be used	Most appropriate

Notes:

- (a) When support is within the scope of an extant CDF order.
- (b) When support is within the scope of an extant CDF order.

7.29 **Loan or Hire of Defence Assets.** Where the DACC assistance involves a temporary transfer of non-trivial Defence assets (loan or hire) to an organisation external to Defence (other than a Commonwealth non-corporate entity), a signed DACC Deed is to be accompanied by an ASDEFCON loan or hire agreement, which must list the Commonwealth-supplied resources approved in the DACC acceptance.

7.30 The ASDEFCON (Loan) template is for use with a Deed where the Commonwealth agrees to provide equipment to the borrower without the payment of money, but with the payment of a security deposit.

7.31 The ASDEFCON (Hire) template is for use with a Deed where the Commonwealth agrees to provide equipment to the hirer in return for a payment to the Commonwealth for the use of that equipment.

7.32 The Loan or Hire template may need some amendments to avoid duplication or inconsistency of terms.

7.33 Further information on ASDEFCON requirements can be found at [ASDEFCON Tendering and Contracting](#). Templates for loan or hire agreements are located at [ASDEFCON Defence Asset Templates](#).

Who can sign

7.34 **Recipient.** The person signing the MOU or Deed on behalf of the recipient must be empowered and authorised to do so. Where a company or common seal is to be affixed to a Deed (or other binding agreement), this must be done in addition to the signature of the authorised person or persons. [COMDISPLAN](#) para 2.1.2 identifies the nominated officials in each Australian State and Territory jurisdiction who are authorised to request Australian Government non-financial assistance. It is important that the relevant Deed is signed by that nominated official (or delegate).

Defence. The approver signing a MOU or Deed on behalf of Defence must comply with paragraphs 78-81 of [Accountable Authority Instruction 6 \(AAI 6\) - Managing Defence Money](#). The person signing an MOU or Deed on behalf of Defence must be an appointed Approving Authority and the cost of the DACC support must be within their authority. The decision to waive cost recovery for DACC support also rests with the same Approving Authority.

7.35 Defence and the DACC recipient will each need to obtain and retain a copy of the MOU or Deed (as applicable) confirming the arrangement/agreement between the participants/parties. This can be either as hardcopy (in which two identical originals should be prepared and signed) or through an equivalent electronic workflow. The relevant Joint Operations Support Staff (JOSS) office is responsible for drafting the MOU or Deed.

7.36 Should the recipient of DACC seek to vary or amend the standard terms of the MOU or Deed, consultation with an appropriate Defence legal representative (local command Defence Legal or if this is unavailable, MSC Legal) must be sought.

Indemnity and insurance

7.37 Before DACC support is provided and in order to clarify the responsibilities of each party should any claim arise, a non-Commonwealth DACC recipient requesting assistance must meet the indemnity and insurance requirements specified for the category of assistance requested.

7.38 Defence may require a non-Commonwealth DACC recipient to hold insurance to cover the risks of loss or damage associated with the support, usually referred to as public liability insurance, or be self-insured.

7.39 Defence may also require a non-Commonwealth DACC recipient under a Deed to offer indemnity. The indemnity provisions in a Deed clarify that the Commonwealth will only be responsible for loss or damage where the Commonwealth was at fault; that is, where the loss or damage was caused by, or arose out of, any act or omission by the Commonwealth or Commonwealth personnel. The Deed template includes an indemnity clause.

7.40 The general insurance requirements imposed by Defence for non-Commonwealth DACC recipients often include public liability insurance and, depending on the activity, products liability and worker's compensation insurance.

7.41 The Commonwealth may elect not to insist on public liability insurance in a Deed where it is cost prohibitive and where Defence personnel and assets are

covered by a suitable Comcover insurance policy. However, the organisers do need to agree to waive certain claims against the Commonwealth and indemnify the Commonwealth against certain claims. If there is any query or ambiguity in relation to the insurance requirements in a Deed for a particular DACC support, Defence Insurance can provide assistance and guidance.

Indemnity

7.42 **DACC 1 and 2.** Defence does not require non-Commonwealth DACC recipients to indemnify the Commonwealth for provision of DACC 1 and 2 support. However, a risk analysis should be conducted and a record of decisions retained. This risk analysis may consist of standing risk profiles and or relevant orders.

7.43 **DACC 3 and 5.** Non-Commonwealth DACC recipients must generally indemnify the Commonwealth against all liability arising out of the assistance, except for liability caused by, or arising out of, any act or omission by the Commonwealth, and Commonwealth personnel in providing assistance.

7.44 **DACC 4.** The SADFO or Unit Commander must ensure a Deed containing an indemnity clause, where appropriate, is signed by the non-Commonwealth DACC recipient.

7.45 **DACC 6.** There may be a requirement for State/Territory law enforcement agencies to indemnify the Commonwealth in a Deed.

7.46 **State/Territory and Local Government.** A risk analysis may determine that an indemnity is required from state/territory and Local Government DACC recipients for DACC 3, 5 and 6 support. If the state/territory and local government recipients are to sign a Deed then the indemnity must be included within that document.

Insurance

7.47 **DACC 1 and 2.** Defence does not generally require non-Commonwealth DACC recipients assisted to hold insurance for provision of DACC 1 and 2 support.

7.48 **DACC 3.** Defence requires non-Commonwealth DACC recipients to hold insurance or be self-insured for provision of DACC 3 support. State/territory/local government department or agencies are regarded as self-insurers.

7.49 **DACC 4.** It is strongly advisable for the non-Commonwealth DACC recipient of DACC 4 support to hold appropriate insurance or be self-insured. The decision on whether to insist on such insurance or waive the requirement is a risk management decision for the SADFO or Unit Commander.

7.50 **DACC 5.** Large, private or commercial non-Commonwealth DACC recipients of DACC 5 support must produce evidence of current insurance cover for the assistance requested. Commonwealth DACC recipients are not required to hold insurance for DACC support. State/territory/local government department or agencies are regarded as self-insurers.

7.51 **DACC 6.** Subject to paragraphs 7.46 and 7.52, indemnity/insurance is not generally required to be taken out by non-Commonwealth or DACC 6 support.

7.52 **State/Territory and local government.** A risk analysis may determine under special circumstances, that insurance cover from state/territory and government DACC recipients may be required for DACC 3, 5 and 6 support.

7.53 **Non-Commonwealth Commercial Entity DACC recipients.** If receiving DACC 4 or 5 support they must produce evidence of current insurance cover for the assistance requested.

Defence procedure for Defence Assistance to the Civil Community— Indemnity and insurance arrangements

7.54 The requesting organisation is to submit a DACC request, detailing the nature of assistance required and resources needed. DACC 1 requests are recorded by the receiving unit in a Form AE830. For DACC 2 or 3, this request is made as a COMDISPLAN Request for Assistance. For DACC 4, 5 or 6, the request is made via Form AF095.

7.55 The approving authority must assess the nature of the prospective recipient seeking assistance, i.e., what kind of body or organisation it is. This is important when assessing whether or not the prospective recipient is a 'self-insurer', or whether it will be required to obtain commercial insurance.

7.56 Accepted 'self-insurers' include the following:

- a. Commonwealth department or agency.
- b. State/territory/local government department or agency.

7.57 Bodies required to obtain commercial insurance include the following:

- a. Commonwealth Government Business Enterprise (GBE) or Statutory Authority.
- b. State/territorial GBE or Statutory Authority.
- c. Private company, firm/partnership, incorporated association.
- d. Civilian unincorporated association (such as a community group).

7.58 The approving authority is to assess the potential liability in the event of misadventure, accident, loss of resources, equipment etc.

7.59 This may involve replacement valuation of Defence resources committed to DACC support, or it may involve assessment of 'worst case scenario' damages to which Defence might be exposed as a consequence of undertaking the DACC support and might require consideration of the amounts commonly addressed in standard public liability coverage (e.g. a common figure for public liability insurance is \$20 million).

7.60 Those responsible for the initial processing and review of DACC assistance should consider whether indemnity and insurance is appropriate in the circumstances (this requires a degree of risk management and subjective assessment). While the

acceptance of risk will ultimately rest with the approver of a DACC task, these issues involve a consideration of operational, legal, and commercial matters. Accordingly, those responsible for the initial processing and review of DACC assistance requests should flag any concerns with the proposed support with the appropriate advisors as soon as possible. A determination of whether indemnity and insurance is appropriate may entail consideration of the following issues:

- a. The level of financial risk to the Commonwealth.
- b. The ability of the requesting body to obtain or pay for insurance cover.
- c. Whether it is reasonable to apply the indemnity and insurance requirement.

7.61 For any organisation receiving assistance, determine whether:

- a. the assistance is covered by the organisation's insurance policy;
- b. it is necessary for the organisation to obtain a separate insurance policy;
- c. the organisation will arrange with its insurer to endorse the interest of the Commonwealth as a loss payee.

7.62 In most instances the indemnity requirement should apply to all DACC Deeds unless a risk analysis has been completed which determines otherwise.

7.63 Ensure the requirement for an assistance recipient to indemnify Defence and its members (as detailed in paragraphs 7.38 to 7.53) is considered and addressed.

7.64 If in doubt about any of the steps outlined above, those responsible for initial processing and review of the DACC assistance should consult Director Financial Policy in DFG and/or the relevant supporting legal office.

Annexes:

- 7A Memorandum of Understanding for the Provision of Defence Assistance to the Civil Community template
- 7B Deed of Agreement for the Provision of Defence Assistance to the Civil Community template
- 7C Deed of Amendment and Restatement template

MEMORANDUM OF UNDERSTANDING FOR THE PROVISION OF DEFENCE ASSISTANCE TO THE CIVIL COMMUNITY TEMPLATE

MEMORANDUM OF UNDERSTANDING FOR THE PROVISION OF DEFENCE ASSISTANCE TO THE CIVIL COMMUNITY

Between	Department of Defence (“Defence”)
And	(Insert name of non-corporate entity) (“The Recipient”)

(jointly referred to as “the parties”)

1. Memorandum of Understanding (MOU)

- a. This MOU is comprised of the following documents:
 - i. the terms of this MOU;
 - ii. the Schedule to this MOU; and
 - iii. any other documents incorporated by express reference.

2. Objectives

- a. The Recipient described at Item 1 of the Schedule has requested that Defence provide it with specified support on the dates, locations and/or times described in Item 2 of the Schedule.
- b. Defence has approved provision of the Assistance to the Recipient in accordance with the terms of this MOU.
- c. The participants seek to achieve the Objectives as set out in Item 3 of the Schedule from the provision of the Assistance by Defence.
- d. This MOU constitutes the mutual understandings of the participants in relation to the provision of the Assistance by Defence to the Recipient.
- e. Neither participant may vary this MOU without the prior written consent of the other participant.
- f. The participants acknowledge that this MOU does not create legal relations or constitute a legally binding contractual agreement between them and is not intended to be the subject of any court, mediation, or arbitration proceedings.

3. Definitions

For the purposes of this MOU, unless the contrary intention appears:

- (a) ‘Assistance’ means the assistance described at Item 2 of the Schedule;
- (b) ‘Defence’ means the Department of Defence and includes the Australian Defence Force (ADF);

- (c) 'Commonwealth Property' includes but is not limited to all land, buildings, structures, plant, vehicles, vessels and aircraft, equipment, fixtures, furniture, clothing, information technologies and telecommunications assets, stores, and other things (other than money) owned or held by the Commonwealth and managed by a participant necessary to be used to provide the Assistance.
- (d) 'Commonwealth Personnel' includes the participants' officers, employees, agents (including contractors and subcontractors), consultants and, in the case of Defence, includes Australian Defence Force (ADF) members;
- (e) 'Item' means the relevant item number as set out in the Schedule; and
- (f) 'Notifiable Incident' has the meaning given in sections 35 to 37 of the Work Health and Safety Act 2011 (Cth).
- (g) 'Recipient' means the participant identified at Item 1 of the Schedule to whom the Assistance is provided;
- (h) 'Third Party' means persons other than the participants.
- (i) 'Work, Health and Safety (WHS) Law' means all applicable laws relating to work health and safety and includes (without limitation) the *Work Health and Safety Act 2011 (Cth)* ("WHS Act"), the *Work Health and Safety Regulations 2011 (Cth)* ('WHS Regulations') and any Codes of Practice or Australian Standards that apply to activities under this Deed.

4. Provision of Defence Assistance

- a. Defence will provide the Assistance to the Recipient detailed in Item 2 of the Schedule::
 - (a) for the date period, location/s and times (as applicable) and in accordance with any conditions for the provision of Assistance as specified in Item 2 of the Schedule;
 - (b) using the specified personnel identified in Item 2 of the Schedule (if applicable);
 - (c) ensuring the Assistance is provided to a standard of quality not less than industry best practice for assistance of the same type as that Assistance; and
 - (d) in accordance with the provisions of this MOU.
- b. The Recipient acknowledges that the Assistance will be provided only if the Commonwealth Property and Commonwealth Personnel necessary to provide the Assistance or any part of it is not required by Defence for higher priority Australian Government activities. Any Defence managed Commonwealth Property and Commonwealth Personnel utilised to provide the Assistance to the Recipient under this MOU remain at all times, subject to the command and control of Defence and subject to the operational requirements of Defence. Defence may re-assign its managed Commonwealth Property and Commonwealth Personnel, and in particular ADF members, at its absolute discretion and may withdraw them from provision of the Assistance to the Recipient if Defence considers this to be necessary to meet higher Australian Government operational priorities.

- c. The Recipient further acknowledges that Defence may decline to provide all or any part of the Assistance to the Recipient if it considers that it is not safe to do so or is unable to ensure the health and safety of personnel involved in the provision of the Assistance.
- d. The Recipient further acknowledges that Defence will provide the Assistance to the Recipient in accordance with Commonwealth and Defence regulatory and policy requirements including the Defence Assistance to the Civil Community (“DACC”) Policy and DACC Manual.
- e. Where the Assistance includes the loan of any Commonwealth Property managed by Defence, the participants will jointly create and maintain a comprehensive list detailing the Commonwealth Property (and its condition) provided throughout the Assistance.

5. Roles and Responsibilities of the Participants

- a. Each participant will fully comply, and will ensure that its personnel comply, with their respective legal and regulatory obligations and will consult and cooperate where necessary in the coordination of any activities in the provision of the Assistance.

6. Costs

- a. Unless otherwise mutually determined in writing by the participants, Defence will bear the costs listed in Item 4 of the Schedule in relation to provision of the Assistance listed in Item 2 of the Schedule and will not seek to recover all or part of those costs from the Recipient.
- b. The Recipient shall bear any cost for any loss or damage suffered by the Commonwealth as a result of Defence reducing any part of the provision of the Assistance or terminating this MOU entirely and will not seek to recover all or any part of those costs from Defence.

7. Term

- a. This MOU takes effect on the date on which the MOU is signed by the participants, or if signed on separate days, the date of the last signature. Unless terminated earlier by notice in writing by one participant to the other, this MOU will expire on the day following the last date Assistance is provided. The participants may mutually determine to extend the dates for the provision of all or any part of the Assistance, with such determination to be made in writing.

8. Permission to Use Property

- a. The Participants will authorise each other’s personnel access and use of all Commonwealth Property managed by a participant necessary for the provision of the Assistance. The Participants acknowledge that any restrictions on such access and use of Commonwealth Property may impact on the provision of Assistance.

9. Work, Health and Safety

- a. The participants acknowledge that, during the provision of the Assistance, they must each comply with, and must ensure that Commonwealth Personnel that they manage, comply with their respective work, health and safety obligations under WHS Law.
- b. The participants will, during the provision of the Assistance, so far as reasonably practicable, consult, co-operate and co-ordinate activities with each other and with any Third Party who, concurrently

with the participants, has a work, health and safety duty to manage the same work, health and safety risks associated with the provision of the Assistance.

- c. The participants will, during the provision of the Assistance, notify each other of any known or suspected work, health and safety hazards involved with the provision of the Assistance. Such hazards include, but are not limited to: a person's physical limitations, any chemical, any object, any toxin, any pollutant, or any other hazardous substance. On receipt of such notification, the participant best placed to control the risks arising from the hazards will undertake necessary risk assessments, identify control measures and advise the other party of the hazards, the risks and relevant control measures.
- d. A participant may request the other participant to take specified measures that it considers reasonably necessary to comply with a Commonwealth work, health and safety obligation in relation to the work, health and safety risk. If, following consultation, a participant unreasonably fails to comply with the request, the participants acknowledge that participant making the request may, at its sole discretion, place restrictions on the provision of the Assistance or terminate the MOU.
- e. The participants will use their reasonable endeavours to ensure that they provide, within 14 days (or such other period as is otherwise mutually determined by them in writing) of a written request by one participant to the other, any information or copies of documentation requested and held by the other participant to enable the requesting party to comply with a Commonwealth work, health safety obligation under WHS Law.
- f. If a Notifiable Incident occurs in connection with the provision of Assistance, the first participant to become aware of the Notifiable Incident will immediately report it to the other participant. Following such notification, the participants will:
 - (i) promptly provide each other with copies of any notices or other documentation provided to, or issued by, the relevant Commonwealth, State or Territory regulator in relation to the Notifiable Incident;
 - (ii) provide each other with such other information as may be required by a participant to facilitate the notification to, or investigation by the Commonwealth, State or Territory regulator of, the Notifiable Incident in accordance with the applicable WHS Law; and
 - (iii) provide such other reasonable assistance required by a participant to undertake mandatory incident reporting.

10. Loan of Commonwealth Property

- a. The Recipient will nominate a person or persons as being authorised on behalf of the Recipient to collect the Commonwealth Property provided by way of the Assistance from the sites on which they are located, and to return the loaned Commonwealth Property to the sites from which they were collected, or other sites mutually determined between the participants.
- b. The Recipient will be responsible for all loaned Commonwealth Property from the time of collection of the equipment and/or stores. The responsibility of the Recipient for loaned Commonwealth Property will cease when such property is returned.

- c. The Recipient will protect all loaned Commonwealth Property from loss or damage, maintain such property in good order, and return such property in a clean condition (fair wear and tear and expendable property excepted) to the sites from where they were collected (or other sites mutually determined by the participants) upon request by Defence, when they are no longer required or otherwise upon the termination or expiry of this MOU.
- d. The Recipient will ensure that Commonwealth Personnel it manages do not use any loaned Commonwealth Property provided as part of the Assistance for any purpose other than:
 - (i) a purpose for which the Commonwealth Property was designed, manufactured or constructed; and
 - (ii) for the provision of the Assistance.

11. Management of Third Party Claims

- a. The participants have mutually determined that the participant responsible for managing and settling any Third Party claims or costs against the Commonwealth arising out of or in connection with the provision of the Assistance by Defence, will be the participant that is best placed to manage that claim.
- b. Notwithstanding paragraph 6.a, the participants have mutually determined that the participant managing any Third Party claim will consult with the other participant in the management of any Third Party claim and both participants will cooperate with each other in the management of such Third Party claim.

12. Representatives and Notices

- a. The Defence Representative and contact details for the purpose of this MOU is set out at Item 5 of the Schedule.
- b. The Recipient Representative and contact details for the purpose of this MOU is set out at Item 6 of the Schedule.

13. Intellectual property and confidential information

- a. Responsibility for managing any Commonwealth intellectual property arising out of the provision of Assistance provided under this MOU will rest with the participant that has lead responsibility for producing the document or item.
- b. Each Participant will maintain the confidentiality of information passed to it by the other Participant.

14. Public Communications

- a. Any public announcements or statements in relation to this MOU or in connection with the provision of the Assistance will be mutually determined by the participants prior to its release.

15. Disputes and Termination

- a. If a dispute arising between the Participants cannot be settled by negotiation (including negotiation between senior management of the Participants) within 30 days, the parties

may agree to use an alternative dispute resolution process to attempt to resolve the dispute.

- b. The Recipient must at all times during the dispute continue to fulfil its obligations under this MOU.
- c. Either participant may terminate this MOU at any time before its expiry by giving reasonable written notice to the other participant.

16. Counterparts

- a. This MOU may be signed in counterparts, each of which when signed will constitute a duplicate original, but all counterparts together will constitute a single MOU. The participants consent to electronic execution of this MOU by any of the participants, and consent to the exchange of this MOU by electronic means.

17. Reporting

- a. Each participant will reflect the nature, extent and, where relevant, outcomes of collaborative arrangements and Assistance provided under this MOU in appropriate reporting to Government.

SIGNED for and on behalf of:

THE DEPARTMENT OF DEFENCE³⁶:

[INSERT NAME OF RECIPIENT]:

By:.....

By:.....

(Signature)

(Signature)

Name

Name

Position

Position

.....
(Date)

.....
(Date)

³⁶ [Instructions: The person signing the Deed on behalf of Defence must be an appointed Approving Authority for the applicable level of DACC Support in accordance with the Table at paragraph 1.13 of the [DACC Policy](#). The decision to waive cost recovery for DACC support also rests with the same Approving Authority.]

SCHEDULE

Item 1	Recipient	<i>[insert name and address of Recipient.. Include ABN].</i>
Item 2	Assistance	<i>[insert full description of support provided including date period, location/s, and times (as applicable) including, if applicable, any specified Commonwealth Personnel, Commonwealth Property and/or special conditions]</i>
Item 3	Objectives	
Item 4	Costs	<i>[insert details of costs to be waived]</i>
Item 5	Defence Representative and contact details for notices	<i>[Insert position title and contact details. Include work phone number and email address]</i>
Item 6	Recipient Representative and contact details for notices	<i>[Insert position title and contact details. Include work phone number and email address]</i>

DEED OF AGREEMENT FOR THE PROVISION OF DEFENCE ASSISTANCE TO THE CIVIL COMMUNITY TEMPLATE

DEED OF AGREEMENT FOR THE PROVISION OF DEFENCE ASSISTANCE

BETWEEN

COMMONWEALTH OF AUSTRALIA represented in this Deed by the Department of Defence (ABN 68 706 814 312) ('Defence')

AND

[Instructions: insert official name and address of recipient – must be a person or legal entity. Include ABN (and ACN if corporation) of entity] ('Recipient').

RECITALS

- A. The Recipient described at Item 1 of the Schedule has requested that Defence provide it with specified support on the dates, locations, and/or times described at Item 2 of the Schedule (the Assistance).
- B. Defence has agreed to provide the Assistance to the Recipient in accordance with the terms and conditions set out in this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. Definitions

1.1. For the purposes of this Deed, unless the contrary intention appears:

- (a) 'ADF' means the Australian Defence Force;
- (b) 'Assistance' means the assistance described at Item 2 of the Schedule;
- (c) 'Commonwealth' means the Commonwealth of Australia and includes the Department of Defence and the Australian Defence Force;
- (d) 'Commonwealth Personnel' includes Defence's officers, employees, agents (including contractors and subcontractors), consultants and ADF members;
- (e) 'Commonwealth Property' includes, but is not limited to: all land, buildings, structures, plant, vehicles, vessels and aircraft, equipment, fixtures, furniture, clothing, information technologies and telecommunications assets, stores, and other things (other than money) owned or held by the Commonwealth necessary to be used to provide the Assistance.
- (f) 'Defence' means the Department of Defence and includes the ADF;
- (g) 'Deed' means this deed, and includes the Schedule and any document expressly incorporated as part of the Deed;
- (h) 'Item' means the relevant item number as set out in the Schedule; and
- (i) 'Notifiable Incident' has the meaning given in sections 35 to 37 of the Work Health and Safety Act 2011 (Cth).
- (j) 'Recipient' means the party identified at Item 1 of the Schedule to whom the Assistance is provided;

- (k) 'Recipient Personnel' means the Recipient's council members, directors, officers, employees, agents (including contractors and subcontractors) and consultants.
- (l) 'Recipient Property' includes but is not limited to all land, buildings, structures, plant, vehicles, vessels and aircraft, equipment, fixtures, furniture, clothing, information technologies and telecommunications assets, stores, and other things (other than money) owned or held by the Recipient necessary to be used to provide the Assistance.
- (m) 'Third Party' means persons other than the parties and their personnel.
- (n) 'Work, Health and Safety (WHS) Law' means all applicable laws relating to work health and safety and includes (without limitation) the *Work Health and Safety Act 2011 (Cth)* ("WHS Act"), the *Work Health and Safety Regulations 2011 (Cth)* ('WHS Regulations') and any Codes of Practice or Australian Standards that apply to activities under this Deed.

2. Provision of Assistance

2.1. Defence shall provide the Assistance to the Recipient detailed at Item 2 of the Schedule::

- (a) for the date period location/s and times (as applicable) and in accordance with any special conditions for the provision of Assistance as specified at Item 2 of the Schedule;
- (b) using the specified Commonwealth Personnel identified at Item 2 of the Schedule (if applicable);
- (c) ensuring the Assistance is provided to a standard of quality not less than industry best practice for assistance of the same type as that Assistance; and
- (d) in accordance with the terms and conditions of this Deed.

3. Term

3.1. This Deed takes effect on the date on which the Deed is signed by the parties, or if signed on separate days, the date of the last signature. Unless terminated earlier by notice in writing by one party to the other, this Deed expires on the day following the last date Assistance is provided. The participants may mutually determine to extend the dates for the provision of all or any part of the Assistance, with such determination to be made in writing.

4. Permission to Use Property

[Instructions: Use this clause if the provision of Assistance requires access to the Recipient's Property]

4.1. The Recipient authorises Commonwealth Personnel assigned to provide the Assistance to access and make use of that Recipient Property necessary for the provision of the Assistance. The Recipient acknowledges that any restrictions on such access and use of Recipient Property may impact on the provision of the Assistance.

[Instructions: Use these clauses if the provision of Assistance requires access to Defence's Property]

4.1. Defence authorises those of the Recipient's Personnel and such other persons described at Item 2 of the Schedule who are provided Assistance, access to use of that Commonwealth Property necessary for the provision of the Assistance. Defence acknowledges that any restrictions on such access and use to Commonwealth Property may impact on the provision of the Assistance.

4.2. The Recipient must comply with any security and safety requirements notified to the Recipient by Defence, and ensure that Recipient Personnel and those other persons approved to be provided the Assistance are aware of, and comply with, such security and safety requirements.

[Instructions: Otherwise use this clause]

4.1 Not used.

5. Costs

[Instructions: Use these clauses if costs are to be recovered]

- 5.1. The Recipient must pay to Defence the costs for the provision of the Assistance detailed at Item 3 of the Schedule, prior to the provision of the Assistance.
- 5.2. At the conclusion of the provision of Assistance, Defence will calculate the costs of the Assistance actually provided and adjust the sum calculated against the costs paid by the Recipient. Any costs that remain unpaid by the Recipient will be due and payable on notification to the Recipient by Defence. Any costs paid by the Recipient in excess of the costs calculated by Defence will be repaid by Defence.

[Instructions: Use this clause if costs are to be waived]

- 5.1 The costs for provision of the Assistance are waived by the Commonwealth.

6. Assistance at Sole Discretion of Defence

- 6.1. The Assistance will be provided only if the equipment and personnel necessary to provide the Assistance or any part of it is not required by Defence for other operational or training activities. Any Commonwealth capabilities and assets utilised by Defence to provide the Assistance to the Recipient under this Deed remain at all times subject to the command and control of Defence and subject to the operational and training requirements of Defence. Defence reserves the right to re-assign its capabilities and assets, and in particular military elements, at its absolute discretion and to withdraw capabilities and assets utilised to provide the Assistance to the Recipient if Defence considers this to be necessary to meet operational or training priorities.
- 6.2. Defence retains absolute discretion to decline to provide the Assistance, or any part of it, to the Recipient under this Deed. In particular, Defence may decline to provide all or any part of the Assistance to the Recipient if it considers that it is not safe to do so or is unable to ensure the health and safety of personnel involved in the provision of the Assistance. In the event that Defence does not, for whatever reason, provide all or any part of, the Assistance, the Commonwealth is not liable for any loss or damage suffered by the Recipient as a result of any reduction in the Assistance.
- 6.3. In the event Defence is unable to provide the Assistance or continue to provide the Assistance, any costs paid to Defence by the Recipient for the provision of the Assistance will be repaid by Defence to the extent that such Assistance is not provided.

7. Assurances

- 7.1. The Commonwealth does not give any warranty, representation or assurance as to suitability for any purpose of the Assistance provided by the Commonwealth to the Recipient.
- 7.2. The Recipient warrants that, where alternative suppliers exist for the Assistance or components thereof, it has used its reasonable endeavours to engage alternative suppliers (whether government, commercial or otherwise), but that no suitable supplier was available to the Recipient during the Term.

8. Approvals and Authorisations

[Instructions: Use this clause for Assistance in high profile public events]

- 8.1. The Recipient must assume all responsibility and liability for obtaining any applicable local, State or Territory licences, accreditations, permits, registrations, regulatory approvals or other authorisations (however described) required by law and necessary for the provision of the

Assistance (including any exemptions to Public Health Orders or Directions made under the ***[insert name of public health act in the state/territory]***).

- 8.2. The Commonwealth and the Recipient shall consult, prior to the provision of the Assistance, on the need for such licences, accreditations, permits, registrations, regulatory approvals or other authorisations.
- 8.3. The Recipient shall comply with, and ensure that its officers, employee, agents (including contractors and subcontractors) comply with, the laws from time to time in force in the State or Territory in which any part of the Assistance is to be provided and all Defence policies relevant or applicable to the provision of the Assistance.

[Instructions: Otherwise, use this clause]

- 8.1 Not Used.

9. Work, Health and Safety

- 9.1. The parties acknowledge that, during the provision of the Assistance, they must each comply with, and must ensure that their personnel comply with, their respective work, health and safety obligations under any applicable WHS Law.
- 9.2. The parties shall, during the provision of the Assistance, so far as reasonably practicable, consult, co-operate and co-ordinate activities with each other and with any Third Party who, concurrently with the parties, has a work, health and safety duty to manage the same work, health and safety risks associated with the provision of the Assistance.
- 9.3. The parties shall, during the provision of the Assistance, notify each other of any known or suspected work, health and safety hazards involved with the provision of the Assistance. Such hazards include, but are not limited to: a person's physical limitations, any chemical, any object, any toxin, any pollutant, or any other hazardous substance. On receipt of such notification, the party best placed to control the risks arising from the hazards shall undertake necessary risk assessments, identify control measures and advise the other party of the hazards, the risks and relevant control measures.
- 9.4. Defence may request the Recipient to take specified measures that Defence considers reasonably necessary to comply with its work, health and safety obligations in relation a work, health and safety risk. If, following consultation, the Recipient unreasonably fails to comply with the request, the Recipient acknowledges that Defence may, at its sole discretion, place restrictions on the provision of Assistance or terminate the Deed.
- 9.5. The parties shall use their reasonable endeavours to ensure that they provide, within 14 days (or such other period as otherwise agreed by them in writing) of a written request by one party to the other, any information or copies of documentation requested and held by the other party to enable the requesting party to comply with its work, health safety obligations under the WHS Law that applies to it.
- 9.6. If a Notifiable Incident occurs in connection with the provision of Assistance, the first party to become aware of the Notifiable Incident will immediately report it to the other party. Following such notification, the parties will:
 - (a) promptly provide each other with copies of any notices or other documentation provided to, or issued by, the relevant Commonwealth, State or Territory regulator in relation to the Notifiable Incident;
 - (b) provide each other with such other information as may be required by a party to facilitate the notification to, or investigation by the Commonwealth, State or Territory regulator of, the Notifiable Incident in accordance with the applicable WHS Law; and

- (c) provide such other reasonable assistance required by a party to undertake mandatory incident reporting.

[Instructions: Use this clause for Assistance in high profile public events]

9.7. The Recipient bears all responsibility for control of the general public and the media in relation to provision of the Assistance and must ensure that all persons (other than Commonwealth officers, employees and agents) comply with reasonable safety directions and instructions given by Defence.

10. Indemnity

10.1. (a) The Recipient indemnifies the Commonwealth, and Commonwealth Personnel assigned to provide the Assistance, against any liability, loss, damage, cost (including the cost of any settlement and legal costs and expenses on a solicitor and own client basis), compensation or expense arising out of the death of or injury to any person (including Commonwealth Personnel), or loss of or damage to property (including Commonwealth property) in connection with the provision of the Assistance:

- (i) to the extent caused by a default or any unlawful or negligent act or omission of the Recipient and those Recipient Personnel and other approved persons provided with the Assistance; or

- (ii) to the extent of the Recipient's insurance,
whichever is greater.

(b) For the purposes of subclause 10.1(a)(ii) the words "to the extent of the Recipient's insurance" means a legal liability for which the Recipient or its employees is or would be entitled to be paid or indemnified under the relevant insurance policy held by the Recipient (subject the terms and conditions of the policy and any exclusions therein) if:

- (i) there had been no excess under the policy;

- (ii) the party had complied with the terms of the policy;

- (iii) the party had submitted a claim where there was a legitimate entitlement to claim under the policy; and

- (iv) the party had taken reasonable steps to pursue such a claim once it had been submitted.

10.2. The Recipient's liability to indemnify the Commonwealth and Commonwealth Personnel under clause 10.1 is reduced to the extent that any wilful, unlawful or negligent act or omission of the Commonwealth or Commonwealth Personnel contributed to the liability, loss, damage, cost, compensation or expense.

10.3. The Commonwealth will hold the benefit of the indemnity in this clause 10 on trust for the benefit of Commonwealth Personnel and may enforce this indemnity on their behalf.

10.4. For the avoidance of doubt, nothing in this clause 10 places any obligation on the Recipient to maintain any insurance other than as required by clause 11.

11. Insurance

[Instructions: Use the clause or clauses which are appropriate in the circumstances]

[Instructions: If an organisation claims that it is able to self-insure, the Commonwealth must obtain a copy of the details of the self-insurance scheme (including any licence if applicable) to fully assess what exclusions may apply in terms of the scope of the Assistance. In particular, the Commonwealth must assess the Assistance to be provided as it may in fact be excluded by the terms of the scheme. For example, it may only

cover workers compensation. Defence Legal Commercial and the Defence Insurance Office should be consulted prior to finalisation of the provisions of Option 1]

[Option 1 – If an organisation claims to be self-insured]

- 11.1 The Recipient is self-insured through ***[insert name of scheme]***. The Recipient must, if requested provide the Commonwealth with details of the self-insurance scheme including where applicable, a copy of the licence to self-insure, prior to the execution of this Deed.
- 11.2 The Recipient must provide all assistance to the Commonwealth as may be necessary or reasonably required by the Commonwealth for the purpose of assessing the adequacy of the self-insurance scheme to cover the indemnity provided by the Recipient in clause 10 of this Deed.

[Option 2 – Standard clauses to be used or used to supplement the above clauses where the self-insurance does not fully cover all the risks associated with the Assistance to be provided.]

- 11.1 The Recipient must, at its own cost, procure and maintain:
- (a) workers compensation insurance or registration as required by law;
 - (b) the insurances specified at Item 4 of the Schedule (if any); and
 - (c) such other insurances and on such terms and conditions as a prudent Recipient receiving such Assistance, would procure and maintain.
- 11.2 The Recipient must, if requested, provide the Commonwealth with copies of insurance policies so procured and a certificate of currency and evidence of the financial security rating of the insurers, on or before the execution of this Deed.
- 11.3 The Recipient must ensure that:
- (a) each insurance referred to at Item 4 of the Schedule is:
 - (i) at the time of placement, effected with APRA approved insurers or, in respect of non-APRA approved insurers, effected with reputable, solvent insurers with a financial security rating of [A] or better by a recognised rating agency;
 - (ii) in a form approved in writing by the Commonwealth, which approval by the Commonwealth must not be unreasonably withheld; and
 - (b) once approved by the Commonwealth, the terms of each of the insurances specified at Item 4 of the Schedule is not changed without the Commonwealth's prior written approval (not to be unreasonably withheld). The Recipient must indemnify the Commonwealth for its reasonable legal and other costs (if any) associated with determining whether or not to approve any such requested change.
- 11.4 The Recipient must immediately give notice to the Commonwealth whenever an insurer of the insurances effected in compliance with clause 11.1 gives the Recipient a notice of cancellation or any other notice in respect of the relevant policy of insurance or the Recipient serves a notice of cancellation on the insurer or fails to renew a policy.
- 11.5 The Recipient must punctually pay all premiums in respect of all insurances referred to at Item 4 of the Schedule.
- 11.6 The Recipient must immediately inform the Commonwealth when it becomes aware of any actual, threatened or likely claims under any of the insurances referred to at Item 4 of the Schedule that could materially reduce the available limit of indemnity or which may involve the Commonwealth.

12 Subcontractors, agents and consultants

[Instructions: Use this clause where Assistance extends to a Recipient's agents or consultants]

12.1 The Recipient must ensure that its agents (including contractors and sub-contractors) and consultants are insured as required by clause 11 and Item 4 of the Schedule, as is appropriate given the nature of the Assistance provided to them at the request of the Recipient.

[Instructions: Otherwise, use this clause]

12.1 Not used.

13 Notification of Damage, Loss, Injury or Death

13.1 If, in the provision of the Assistance, any personal injury, illness or death or damage to property occurs which may give rise to a claim, including a claim from a Third Party, as a result of any act or omission of the Commonwealth or Commonwealth Personnel, whether such act or omission is negligent or otherwise, the Recipient must as soon as reasonably practicable:

- (a) inform the Commonwealth of such injury or illness (including death) or damage to property, and
- (b) if requested by the Commonwealth:
 - (i) permit the Commonwealth to manage the disposition and settlement of the claim, including any litigation in connection therewith;
 - (ii) provide all documentation and other information to the Commonwealth concerning such injury or illness (including death) or damage to property; and
 - (iii) provide all assistance as may be necessary or reasonably required by the Commonwealth to respond to such claim..

14 Recipient to assist the Commonwealth

14.1 The Recipient must provide all assistance to the Commonwealth as may be necessary or reasonably required by the Commonwealth for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Commonwealth may be subrogated, whether such assistance be required before or after the indemnification of the Commonwealth by the Recipient.

15 Admission of liability requires consent

15.1 The Recipient must obtain the written consent of the Commonwealth prior to any admission of liability on behalf of the Commonwealth in connection with any proceedings or settlement in relation to a claim arising in connection with this Deed.

16 Commonwealth Property

[Instructions: Use if the Assistance includes the provision of Commonwealth equipment or stores.]

16.1 If the Assistance includes the loan to the Recipient of Commonwealth Property, the Recipient shall nominate a person or persons, who may be Commonwealth Personnel, as being authorised on behalf of the Recipient to collect the Commonwealth Property provided by way of the Assistance from the sites on which they are located, and to return the loaned Commonwealth Property to the sites from which they were collected, or other sites agreed between the parties.

16.2 The Recipient will be responsible for all loaned Commonwealth Property from the time of collection of the equipment and/or stores. The responsibility of the Recipient for loaned Commonwealth Property will cease when the Commonwealth Property is returned.

- 16.3 The Recipient must protect all loaned Commonwealth Property from loss or damage, maintain such property in good order, and return such property in a clean condition (fair wear and tear and expendable property excepted) to the sites from where it was collected (or other sites agreed by the parties) upon request by Defence, when such property is no longer required or otherwise upon the termination or expiry of this Deed. The Recipient shall be liable for the cost of any cleaning assessed by Defence to be required for the loaned Commonwealth Property and for any loss of, or damage to, the Commonwealth Property which is assessed by Defence to be in excess of fair wear and tear or expendable. Such assessments by Defence shall be final and binding on the Recipient.
- 16.4 The Recipient must ensure that its Recipient Personnel and other approved persons do not, use any loaned Commonwealth Property provided as part of the Assistance for any purpose other than:
- (a) a purpose for which the Commonwealth Property was designed, manufactured or constructed; and
 - (b) for the provision of the Assistance.

[Instructions: Otherwise, use this clause]

- 16.1 Not used.

17 Governing law

[Instructions: Choose the State or Territory in which the largest part of the Assistance is provided from a costing perspective. If a State, use option a (delete b), if a Territory, use option b (delete a).]

- 17.1 This Deed shall be governed by and construed in accordance with the laws of ***[a. State of [insert name of State] or [b. [insert name of Territory] Territory]*** and the Recipient must submit to the non-exclusive jurisdiction of the courts of ***[a. State of [insert name of State] or [b. [insert name of Territory] Territory]***.

18 No waiver

- 18.1 The failure by the Commonwealth at any time to enforce a provision of this Deed must not be construed as a waiver of that provision by the Commonwealth or in any way affect the validity of this Deed or any part of it.

19 Entire Agreement

- 19.1 This Deed constitutes the entire agreement between the parties and supersedes all prior communications, negotiations, arrangements and deeds whether oral or written between the parties with respect to the subject matter hereof and must not be varied unless agreed by subsequent Deed.

20 Representatives and Service of notices

- 20.1 The Defence representative for the purposes of this Deed and their address for service of notices on Defence is set out at Item 5 of the Schedule.
- 20.2 The Recipient representative for the purposes of this Deed and their address for service of notices on the Recipient is set out at Item 6 of the Schedule.

21 Survival

- 21.1 Any provision of this Deed which expressly or by implication from its nature is intended to survive the termination or expiry of this Deed, and any rights arising on termination or expiration, will survive such termination or expiry.

22 Disputes and Termination

- 22.1 If a dispute arising between the parties cannot be settled by negotiation (including negotiation between senior management of the parties) within 30 days, the parties may agree to use an alternative dispute resolution process to attempt to resolve the dispute.
- 22.2 The Recipient must at all times during the dispute continue to fulfil its obligations under this Deed.
- 22.3 Either party may terminate this Deed at any time before its expiry by giving reasonable notice to the other.

23 Counterparts

- 23.1 This Deed may be executed in counterparts, each of which when executed and delivered will constitute a duplicate original, but all counterparts together will constitute a single deed. The parties consent to electronic execution of this Deed by any of the parties, and consent to the exchange of this Deed by electronic means.

[Other boilerplate provisions as required in consultation with Defence Legal]

Executed as a Deed

SIGNED, SEALED AND DELIVERED)
 for and on behalf of the)
COMMONWEALTH OF AUSTRALIA)
 as represented by the Department of Defence)
 by:)

Approving Authority

Full Title of Position:³⁷

.....
Signature	Name of signatory	Date

In the presence of:

.....
Signature of witness	Name of witness	Date

SIGNED SEALED AND DELIVERED)
 for and on behalf of)
[name of corporation (ABN XX XXX XXX)]³⁸)

³⁷ **[Instructions: The person signing the Deed on behalf of Defence must be an appointed Approving Authority for the applicable level of DACC Support in accordance with the Table at paragraph 1.13 of the [DACC Policy](#). The decision to waive cost recovery for DACC support also rests with the same Approving Authority.]**

³⁸ **[Instructions: The Recipient can insert its own signature block or alternatively, the standard signature block provided can be used.]**

DACC Manual

7B-11

in accordance with its Section 127 of the)
Corporations Act 2001 (Cth))

.....

Signature [Director 1/Sole Director]

.....

Print name of [Director 1/Sole
Director]

.....

Date

.....

Signature of [Director 2/Secretary or
Witness for Sole Director Company's only]

.....

Print name of [Director 2/Secretary
or Witness for Sole Director
Company's only]

.....

Date

Schedule

- Item 1** The Recipient is **[insert name and address of Recipient – must be a person or legal entity. Include ABN (and ACN if corporation) of entity]**.
- Item 2** The following Assistance will be provided by Defence to the Recipient, using its reasonable endeavours, **[insert full description of support provided including date period, location/s, and times (as applicable) including, if applicable, any specified Commonwealth Personnel, Commonwealth Property and/or special conditions]**:
- (a) ...
- (b) ...
- Item 3** **[A. insert details of costs]** The cost of provision of the Assistance at Item 2 are **[insert cost details]**.
[B. if costs are waived] Not used.

Notes on insurance:

In most cases the insurance in (a) and (b) represent the minimum requirement. The insurance in (a) and (b) may not be required. However, if for example, the assistance is the transit of the recipient's goods and the recipient will not be entering Commonwealth premises and has signed a release with respect to loss or damage to the goods. Prior to approving any DACC assistance, Defence units are required to carry out detailed documented risk assessments in order to identify all risks, including insurable risks, associated with the DACC support.

THIS BOX SHOULD BE DELETED PRIOR TO PROVIDING TO THE ASSISTED PARTY

- Item 4** The Recipient must effect or cause to be effected:
- (a) **Public Liability.** Broad form public liability insurance written on an occurrence basis for not less than \$20 million for any one occurrence which covers the Recipient's legal liability (including to the Commonwealth) in respect of:
- (i) loss of, damage to, or loss of use of, any real or personal property; and
- (ii) the personal injury of, disease or illness (including mental illness) to, or death of, any person, arising out of or relating to the Assistance;
- (iii) **[insert where Commonwealth property in care, custody or control of the Recipient]** The Commonwealth's property in the care, custody or control of the Recipient with a sub-limit of liability of not less than **[insert value of property]**.

- Item 5** Defence Representative and address for service of notices on the Commonwealth:
[Insert position title and address for service. Include work phone number and email address]

- Item 6** Recipient Representative and address for service of notices on the Recipient:
[Insert position title and address for service. Include work phone number and email address]

DEED OF AMENDMENT AND RESTATEMENT TEMPLATE

DEED OF AMENDMENT AND RESTATEMENT

This **Deed of Amendment and Restatement** is made at *[insert location and state]* on *[insert date]*

BETWEEN

COMMONWEALTH OF AUSTRALIA represented in this Deed by the Department of Defence (ABN 68 706 814 312) ('Commonwealth')

AND

[Instructions: insert official name and address of recipient as per the original Deed of Agreement for the Provision of Defence Assistance. Include ABN of entity] ('Recipient').

RECITALS

- A. The Commonwealth and the Recipient entered in to a Deed of Agreement for the Provision of Defence Assistance for the *[insert name of event as per the original Deed of Assistance]* on the *[insert same date as the original deed of Assistance]* (the Deed of Assistance)
- B. The parties have entered into this Deed for the purposes of amending that Deed of Assistance to effect changes in accordance with the terms of this Deed

NOW THIS DEED WITNESSES AS FOLLOWS:

Definitions

This Deed shall be interpreted in accordance with the Definitions contained in section 1 of the Deed of Assistance

Operative Clauses

[Specify changes to Deed of Assistance – for example changes Items in the Schedule etc]

1.

2.

3.

Confirmation

The Commonwealth and the Recipient acknowledge that on and with effect of the date of this Deed, the Deed of Assistance is amended in accordance with the terms of this Deed.

Governing Law

[Instructions: Use the same jurisdiction as the Original Deed of Assistance being modified.]

This Deed shall be governed by and construed in accordance with the laws of *[a. State of [insert name of State] or [b. [insert name of Territory] Territory]* and the Recipient must submit to the non-exclusive jurisdiction of the courts of *[a. State of [insert name of State] or [b. [insert name of Territory] Territory]*.

Executed as a Deed

SIGNED, SEALED AND DELIVERED)
 for and on behalf of the)
 COMMONWEALTH OF AUSTRALIA)
 as represented by the Department of Defence)
 by:)

Approving Authority

Full Title of Position:³⁹

.....
Signature	Name of signatory	Date

In the presence of:

.....
Signature of witness	Name of witness	Date

SIGNED SEALED AND DELIVERED)
 for and on behalf of)
 [name of corporation (ABN XX XXX XXX)]⁴⁰)

³⁹ [Instructions: The person signing the Deed on behalf of Defence must be an appointed Approving Authority for the applicable level of DACC Support in accordance with the Table at paragraph 1.13 of the [DACC Policy](#). The decision to waive cost recovery for DACC support also rests with the same Approving Authority.]

⁴⁰ [Instructions: The Recipient can insert its own signature block or alternatively, the standard signature block provided can be used.]

DACC Manual

7C-4

in accordance with its Section 127 of the)
Corporations Act 2001 (Cth))

.....

Signature [**Director 1/Sole Director**]

.....

Print name of [**Director 1/Sole Director**]

.....

Date

.....

Signature of [**Director 2/Secretary or
Witness for Sole Director Company's
only**]

.....

Print name of [**Director 2/Secretary
or Witness for Sole Director
Company's only**]

.....

Date

CHAPTER 8

DACC FINANCIAL ARRANGEMENTS

INTRODUCTION

8.1 DACC financial processes are to adhere to the requirements described in the [DACC Policy](#) and other related financial policy.

8.2 Defence's purpose and mission is to defend Australia and its national interests in order to advance Australia's security and prosperity. Defence has finite resources to achieve this aim. The reallocation or repurposing of Defence resources to other efforts must be well considered. Decisions to provide DACC support are to be made at the appropriate delegated level and financial costs are to be captured and recorded, regardless of any decision to recover or waive associated costs.

8.3 The definitions of terms used in this manual can be found in Annex 1A.

Cost estimate prior to Defence commitment

8.4 Where a cost estimate is required, the cost estimate (using the [DFG cost recovery calculator](#)) is to cover the full cost necessary to support the entire DACC task—individual phases or components of a task shall not be estimated or approved separately. However, activities may be extended beyond the initial requests scope, necessitating an escalation in approval authority for the new collective cost. DACC 4, 5 and 6 cost estimates and any cost recovery waiver are required prior to Defence committing any resources. DACC 1 and 2 cost calculations are to be completed as part of the DACC post activity administration requirements if not completed prior due to the emergency imperative of the tasks. This will normally be completed as part of routine post operation/task reporting.

8.5 Cost estimates are to be coordinated by the following authorities:

- a. DACC 4—is costed by staff supporting the Senior Australian Defence Force Officer (SADFO) or Unit Commander.
- b. DACC 2 and 3—CJOPS or Service Chief in consultation with the DACC Commander or Joint Task Force if required.
- c. Multi Service/Group DACC 5 and 6—As directed by CDF Order.
- d. Single Service and Group DACC 5 and 6—Completed by the relevant Service or Group Headquarters in consultation with their respective Assistant Secretary Finance.
- e. Where the additional costs are estimated to be over \$10m, the CBC Directorate is to be consulted.

8.6 For support involving more than one Service the resources required to be committed to the activity must be agreed by each respective Service Chief, Deputy

Service Chief, Force Commander or Group Head prior to the commitment of Defence resources.

8.7 For single Service and Group activities, the cost estimate must be agreed to by the relevant Service Chief, Deputy Service Chief or Force Commander prior to the commitment of Defence resources.

8.8 In the case of DACC 4, the cost estimate must be calculated by the supporting unit's/organisation's staff and agreed to by the Senior Australian Defence Force Officer (SADFO) or Unit Commander, as appropriate, prior to committing Defence resources. Provided that the additional cost is no more than \$10,000 then the support may be authorised by the SADFO or Unit Commander in accordance with instructions in the [DACC Policy](#) and this manual.⁴¹ If the additional-cost exceeds \$10,000 then the support should be categorised as DACC 5.

Recording DACC in Resource and Output Management and Accounting Network (ROMAN)

8.9 Costs incurred to provide DACC, regardless whether a cost recovery was sought or not, must be recorded in the financial system.

8.10 In order to track DACC costs and any recovery of costs (revenue), costs and revenue must be charged to a Fund code, General ledger code, cost centre and Work Breakdown Structure (WBS) and in some cases an internal order number (IO). SADFOs, Unit Commanders or Base Managers (BMs) should consult with the relevant Director in DFG to provide the relevant codes. It is important to obtain the codes before the delivery begins so that staff involved with the delivery can be advised. The following is a list of the main Fund codes used where it doesn't relate to a designated military Operation, which may have its own Fund code allocated:

Category of DACC	Fund Code ^(a)
Category 1 – local emergency assistance (DACC 1)	70768
Category 2 – significant crisis response or relief assistance (DACC 2)	70769
Category 3 – significant recovery assistance (DACC 3)	70770
Category 4 – local non-emergency assistance of a minor nature (DACC 4)	70771
Category 5 – significant non-emergency assistance (DACC 5)	70772
Category 6 – support to law enforcement (DACC 6)	70773

Notes:

(a) As allocated in ROMAN.

⁴¹ As authorised via [Accountable Authority Instruction 6 \(AAI 6\) - Managing Defence Money](#)

Cost recovery

8.11 The requirements for DACC cost recovery is:

- a. DACC 1 to 3 – Emergency Assistance. No cost recovery, unless the requestor agrees to pay costs prior to the provision of Defence support.
- b. DACC 4 – Non-emergency assistance. No cost recovery if the additional cost is less than \$10,000. If amount exceeds the additional cost of \$10,000, then support should be categorised as DACC 5.
- c. DACC 5 – Non-emergency assistance. Cost recovery, unless a cost recovery waiver (decision not to charge) is approved as per instructions in the [DACC Policy](#) and this manual.⁴²
- d. DACC 6 – Non-emergency assistance. Cost recovery, unless a cost recovery waiver (decision not to charge) is approved as per instructions in the [DACC Policy](#) and this manual.⁴³

8.12 Waiving cost recovery for DACC 5 and 6 may only be sought where there are justifiable circumstances. 'Justifiable circumstances' principally relates to Defence achieving sufficient value from the activity. This includes value from the community engagement aspects of the activity. If Defence does not obtain value from supporting the activity, support for the activity should be reconsidered. The rationale to recommend a cost recovery waiver must be documented and provided to the Approving Authority prior to the decision being made. All cost waivers (decision not to charge) must be sent to the cost recovery directorate once approved so that they can be tracked and reported.

How to recover cost

8.13 DFG has developed a [DFG cost recovery calculator](#) which is to be used to calculate the cost of providing DACC (including the HPPE Program) activities. Should further assistance be required email queries to costrecovery@defence.gov.au.

8.14 When Defence has decided to recover costs for the provision of DACC, the DACC approval authority is to seek agreement of the estimated costs with the requesting organisation. This agreement is to occur prior to providing the activity and the invoice must be raised as soon as practicable after the provision of assistance.

8.15 To invoice the requesting organisation, the approval authority must consult with the relevant Director in DFG. They will ensure appropriate invoice

⁴² As authorised via [Accountable Authority Instruction 6 \(AAI 6\) - Managing Defence Money](#)

⁴³ As authorised via [Accountable Authority Instruction 6 \(AAI 6\) - Managing Defence Money](#)

documentation is raised using the correct coding and ensure that costs and revenue are recorded correctly in the Finance System.

Waiver of cost recovery

8.16 Submissions for waiver of cost recovery are to be raised by:

- a. the appropriate Service Chief, Deputy Service Chief or Group Head for Single Service/Group DACC 5 and 6
- b. HMSC for DACC 5 and 6 involving more than one Service or Group.

8.17 The Approving Authority is to record in writing any decision to waive cost recovery, detailing the decision not to charge, the purpose of the DACC activity, the amount being waived and confirming the authority of the approving officer to waive this cost. Approving officer's organisation is to store this record on file and send a copy to costrecovery@dpe.protected.mil.au.

8.18 Approved cost recovery waivers are to be provided to the respective Assistant Secretary Finance for awareness and to assist in budget management. JOSS and DOTAM should also be advised, and copies retained in the records represented in the DACC Database.

CHAPTER 9

DACC ADMINISTRATION AND REPORTING

9.1 Defence has a legal obligation to retain all records from conduct of Defence operations and that such records may then be required for future purposes such as evidence in enquiries or lessons learnt. Defence must be able to demonstrate what and why decisions were made and actions taken and how they were carried out. A record in the Defence context is any document or artefact, regardless of form or format that preserves the memory or knowledge of information related to Defence events, activities, decisions and personnel. Records are a Defence asset and need to be maintained, protected and used appropriately.

9.2 **Observations and Lessons Cycle.** Observations are to be collected as appropriate across Groups and Services in accordance with extant lessons policy. All observations are to be recorded on the Defence Observations Portal in real time or at the earliest opportunity within operational limitations.

ROUTINE DACC REPORTING

DACC database

9.3 The DACC database is managed and maintained by Director of Operations and Training Area Management (DOTAM), Defence Security and Estate Group (SEG) and is the Defence tool for registering and recording all DACC activities, except for those relating to CIVSAR and civilian EOD. Regional JOSS offices are responsible for updating information in the database related to DACC activities.

9.4 All DACC tasks, with the exception of civil explosive ordnance disposal and civilian search and rescue are to be reported to the relevant JOSS office for registration and inclusion in the DACC database. The JOSS will register the request and issue a registration number. This number will be used in all future correspondence as relevant to the task. The Authorising Authority of the DACC support is responsible for ensuring that the relevant JOSS has received notification of the approval (for DACC 1) or a copy of the request (for other DACC categories). Other DACC documentation which is required includes: cost estimates, situation reports (SITREPs), post activity reports (PARs) and legal documents, including memorandums of understanding and Deeds as appropriate.

9.5 Once a DACC task has been approved, completed, costed or denied, the approving officer is to update the relevant JOSS with the details of the task to ensure the DACC database is updated as appropriate.

REPORTING ON DACC ACTIVITIES

Situation reports

9.6 The requirement for situation reports (SITREP) will usually be as determined by the approving officer. The requirement for SITREPs for DACC 2 and DACC 5 events will be specified in the relevant orders. As DACC 2 activities are likely to

require the attention of Government, MINDEF, other Commonwealth ministers or SEC/CDF, the minimal detail required in SITREP should broadly include:

- a. activities last 24 hours, reported by capability brick location (town, suburb or LGA or region as applicable) and activity
- b. activities planned for the next 24 hours and 48 hours, reported by capability brick location and activity
- c. broad breakdown of numbers of ADF personnel by task
- d. significant equipment (type and numbers) deployed
- e. any relevant measures of performance (key facts/data), based on the nature of the task and the activities undertaken

9.7 Ongoing refinement and optimisation of emergency DACC is dependent on SITREP including an appraisal of the suitability of capabilities provided by Defence (and requested by the jurisdiction) based on the operational need encountered in the affected areas. The fluid and evolving nature of emergency DACC necessitates ongoing assessment to ensure the support provided is appropriate in time, space and function.

Post activity reporting

9.8 To ensure appropriate record keeping, PARs are to be completed for all DACC activities and submitted to the relevant regional JOSS office within 28 days of the cessation of the DACC support as appropriate. The approving authority (for DACC 1 or DACC 4) or JTF Commander/DACC Commander (for all other categories) is responsible for ensuring that an accurate record of the DACC activity is produced. This report will need to confirm:

- a. the supported organisation
- b. the nature of support provided
- c. location(s) and timeframe(s) in which support was provided
- d. the DACC category applied
- e. the number of observations, insights and lessons (OILs) submitted on the [Defence Lessons Repository](#)
- f. the Defence resources employed
- g. whether the assistance provided reflects Defence's commitment articulated in the DACC Deed or MOU executed
- h. any variations in the assistance provided
- i. financial factors, including cost estimate, cost recovery and any cost recovery waivers.

9.9 **DACC 1 (short duration).** When DACC 1 support has concluded prior to the formal notification being issued, Webform AE830 will serve as the post activity record and is to include all detail articulated in the previous paragraph.

9.10 **Engagement activities.** For support focussed on engagement with the community such as events or activities (predominantly through DACC 4 and 5), reporting should be based on assessment framework detailed in [Joint Directive 2021/02 – Defence Engagement with the Australian Community](#). This is due to be superseded by a new Joint Directive in quarter four of 2023.

9.11 **All other DACC activities.** For all other DACC activities, a post activity report (PAR), including the information described above, must be produced and submitted to the relevant regional JOSS office within 28 days of the cessation of the DACC support as appropriate. The specific format for PARs will be as determined by the approving officer or their delegate, but should be consistent with the [ADF Writing Manual](#).

9.12 **Observations, insights and lessons.** All OILs are to be entered into the DLR in accordance with the [Defence Lessons Handbook](#) throughout the DACC activity. Not all DACC activity will generate OILs. A formal lessons review is to be conducted at all levels when an operation ceases. The observations, lessons and insights entered into the DLR will be used to inform a HQJOC Lessons Board annually following the end of the High Risk Weather Season as appropriate. The Lessons Board considers analysis of key themes arising from OILs, and recommends improvements to all areas including, but not limited to, [DACC Policy](#), processes, training, capabilities, and activities at all levels.

9.13 **Submission and record keeping.** The approving officer (for DACC 1 and DACC 4) and the headquarters of the JTF Commander or DACC Commander (for all other categories) is responsible for keeping the official post activity record of a DACC activity. In all cases, a copy is also to be submitted to the Chain of Command as well as to the relevant regional JOSS office within 28 days of the cessation of the DACC support. This will provide the information necessary to update the DACC Database.

CHAPTER 10

DEFENCE ASSISTANCE TO THE CIVIL COMMUNITY CATEGORIES

10.1 Annexes 10A to 10F provide summaries of the management arrangement as applied to each of the six Defence Assistance to the Civil Community categories.

Annexes:

- 10A DACC Category 1—Local emergency assistance
- 10B DACC Category 2—Significant crisis response or relief assistance
- 10C DACC Category 3—Significant recovery assistance
- 10D DACC Category 4—Local non-emergency assistance of a minor nature
- 10E DACC Category 5—Significant non-emergency assistance
- 10F DACC Category 6—Support to law enforcement

DACC CATEGORY 1—LOCAL EMERGENCY ASSISTANCE

1. Defence Assistance to the Civil Community Category 1 (DACC 1) is Defence emergency assistance provided to authorities at a local level where deliberate and decisive action is necessary to save human life, alleviate suffering, prevent extensive loss of animal life or prevent widespread loss and damage to property; where local civilian resources are inadequate, unavailable or cannot be mobilised in time. DACC 1 support is provided from within the resources of a local Defence unit or base, or the resources already force assigned to an established Joint Task Force. DACC 1 tasks are short term in nature (generally no more than 48 hours).

2. **Examples.** Examples of support that may be provided under DACC 1 include:

- b. assistance with sandbagging during a crisis
- c. door knocking for evacuations
- d. provision of temporary accommodation including access to Defence facilities and tents
- e. transportation to evacuate civilians from crisis
- f. transportation of emergency service personnel into and out of crisis areas
- g. transit support to firefighting aircraft whilst they are conducting firefighting operations
- h. assistance in the search of missing persons
- i. Aero-Medical Evacuation (AME) of civilians.

3. **Civilian search and rescue (CivSAR).** Requests by civilian state or territory search and rescue authorities or local police for Defence assistance in CivSAR are handled in accordance with the [National Search and Rescue Manual](#). ADF Commanders who are on-scene or in the immediate vicinity may provide assistance and can do so under DACC 1 provisions. In the event the CivSAR operation requires more complex, extensive or continuing Defence assistance, this should transition to a more appropriate DACC category in consultation with HQJOC and the relevant Joint Operations Support Staff (JOSS). Annex 10B provides further details on CivSAR assistance beyond the scope of DACC 1.

Initiation of a request

4. DACC 1 requests are usually made at the local level directly to a Senior Australian Defence Force Officer (SADFO)/Base Manager (BM) or a Unit Commander. Requests for DACC 1 are not required to be made in writing. However, the unit receiving the request are to record details of the request in Webform AE830.

5. DACC 1 requests can only be made by the appointed lead jurisdictional emergency combat or police agency, as set out in state and territory emergency

legislation and plans, for that hazard/ incident type. The minimum level of authority required to seek DACC 1 support is an Australasian Inter-agency Incident Management System (AIIMS) Incident Controller (or equivalent if another incident management system is being used), Police Commander or their higher agency.

Approval authority

6. A SADFO/BM or Unit Commander may approve DACC 1 support, where authorisation from a higher authority is not required, if they are satisfied the following conditions are met:

- a. deliberate and decisive action is necessary to protect human life, prevent and/or alleviate suffering, prevent extensive loss of animal life or prevent widespread loss and damage to property
- b. civilian resources are inadequate, unavailable or cannot be mobilised in time
- c. the requested support is consistent with the principles of DACC (as detailed in the [DACC Policy](#))
- d. assistance can be provided from within the approving officer's resources.

7. The approving authority is to seek advice from the regional JOSS in making this determination if time permits.

8. A JTF/JTG commander or DACC commander of an existing DACC 2 or DACC 3 task can receive and authorise requests for DACC 1 support, for resources within their authority. Where the request falls within the scope of the existing support, it will be subsumed within and managed as part of the broader DACC 2 or 3 arrangements.

9. **Reconsideration for continuing support.** The Approving Authority is to re-assess the continuation of support under DACC 1 at 48 hours after activation. If the emergency circumstances and request for continued support still exist at that point, the approving authority can continue the provision of support in consultation with MSC Domestic (msc.domestic@defence.gov.au), who will engage with the affected State and Territory through NEMA and the regional JOSS, assuming the approving authority:

- a. still has sufficient resources to maintain the support over timeframe likely required to satisfactorily resolve the situation
- b. coordinates this decision with plans to transition to another category of DACC support, when it is appropriate
- c. regularly re-assesses the continuation of DACC 1 support.

10. **Transition to another DACC category.** If, in their re-assessment, the approving authority forms the view that the continuation of support is likely to exceed their resources or appropriate duration, they should advise MSC Domestic and the regional JOSS to consider transitioning to another category of DACC. Any transition

of an existing DACC 1 task to another DACC category does not affect the approving authority's ability to respond to any new DACC 1 requests.

Command, control and coordination arrangements

11. Command and control of DACC 1 will be initiated using the relevant Service/Group chain of command of the unit receiving the request.
12. The approving authority is to inform HQJOC and MSC of any commitment to DACC 1 support ASAP (NMT 24 hours) through submission of Webform AE830.

Coordination

13. Within Defence, DACC 1 activities are coordinated by the approving authority in consultation with the regional JOSS and with civilian authorities at the incident site.
14. As described in paragraph 24, HQJOC and MSC is to have visibility of the initiation of, any extension to and the closure of any DACC 1 support across Defence.
15. **Regional JOSS.** The regional JOSS will actively maintain liaison with state/territory authorities as appropriate to support the Approving Authority. They will liaise with the NEMA RPO and MSC to inform any consideration of transition to other DACC categories.

Insurance and indemnity

16. Indemnity or insurance is not required to be taken out by DACC 1 recipients. However, if the context of the support is complex and time permits, a risk analysis should be conducted and a written record of decisions retained.

Finance

17. DACC 1 support is funded from within the resources of the unit providing the support. When an Approving Authority authorises a DACC 1 response by multiple units, the costs to implement the response are borne by the individual units. Additionally, where Defence Security and Estate Group (SEG) support, (including contracted support) is required, these costs are also borne by the unit.
18. If prior approval is organised with the SEG Base Manager (BM) and agreed, costs incurred by SEG and its contractors providing base support functions are borne by SEG.

Cost estimate

19. The Approving Authority is responsible for ensuring that the costs of providing support for a DACC 1 task are calculated (note that this calculation is to consider full cost necessary to support the entire DACC task—individual phases or components of a task shall not be approved or estimated separately) using the [DFG cost recovery calculator](#).

20. This cost estimate is not required prior to any commitment of resources for a DACC 1 activity. It is to be finalised as part of post-event administration and advised to relevant parties as per the coordination section of this Annex.

Recording costs

21. Costs incurred to provide DACC, regardless whether a cost recovery was sought or not, must be recorded in the Defence financial system.

22. In order to track DACC costs and any recovery of costs (revenue), costs and revenue must be charged to a General ledger code, cost centre and Work Breakdown Structure (WBS) and in some cases an internal order number (IO). SADFOs, Unit Commanders or BMs should consult with the relevant Director in DFG to provide the relevant codes. DACC 1 is to use Fund code 70768, where it does not relate to a designated military operation.

Cost recovery

23. DACC 1 is provided without recovery of costs unless the DACC requestor agrees to pay costs of the provision of Defence support.

24. Further finance advice is located at Chapter 8 of this manual.

Notification and registration

25. The approving authority is required to notify the relevant JOSS, MSC and HQJOC of ADF commitment to DACC 1 support as soon as possible by the most expedient means (preferably form AE830). Information required includes:

- a. organisation seeking assistance (name of person and appointment/organisation)
- b. details of the request
- c. request for a DACC number from regional JOSS (usually via an AE 830)
- d. unit actioning the request
- e. Defence resources provided to date and an estimate of the resources required to complete the support
- f. an assessment of whether the support is likely to extend beyond 48 hours.

26. **Registration.** Once the Approving Authority has engaged with the regional JOSS Office, the JOSS will register the request in the DACC Database and provide an identifying registration number. These actions can be completed post-support.

Situation reports

27. Units providing DACC 1 support are to forward Situation Reports (SITREPS) to HQJOC, MSC, their relevant chain of command and the applicable regional JOSS

every 24 hours as appropriate. MSC will use these SITREPS to provide ongoing advice to CDF, MINDEF and NEMA as required.

Post-task

28. DACC 1 support can be closed by the Approving Authority when they are satisfied that the emergency circumstances have been resolved. Alternatively, the support task may transition into another appropriate DACC category.

29. The Approving Authority is to report the conclusion of the provision of DACC 1 support as soon as possible to MSC msc.domestic@defence.gov.au and Joint Operations Room (JOR) hqjocjor.watchcomd@defence.gov.au.

Post activity report

30. Due to the nature of DACC 1, Defence support may actually be completed before notification is submitted. The DACC 1 Task Notification (Webform AE830) is the appropriate mechanism to inform relevant authorities of DACC 1 support. This Webform is to be submitted by the approving authority at first available opportunity. The Webform meets the requirements of a PAR, when completed post activity.

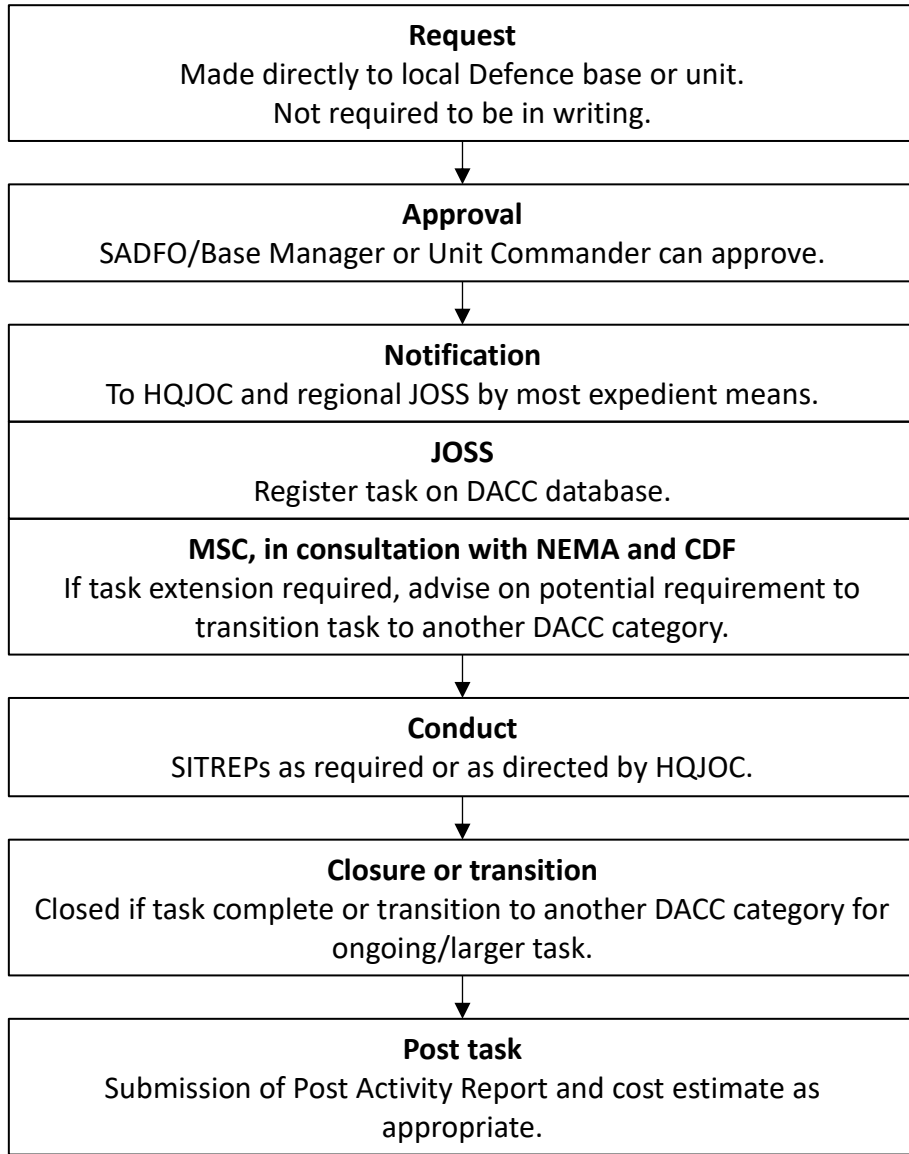
DACC database

31. On receipt of documentation advising conclusion of DACC 1 support, the regional JOSS will ensure that all details are recorded in the DACC database. The JOSS is also responsible for holding all records associated with the task, including any cost estimates, MOUs or Deeds, SITREPS and the PAR as appropriate.

Process chart

32. The process for providing DACC 1 support is summarised in Figure 10A-1.

Figure 10A-1: Flowchart for DACC 1 support



DACC CATEGORY 2—SIGNIFICANT CRISIS RESPONSE OR RELIEF ASSISTANCE

1. DACC 2 refers to requests for significant emergency non-financial assistance. DACC 2 support is beyond the assistance that can be provided under DACC 1 due to the location, scale, complexity or expected duration of the request. DACC 2 assistance is aligned to the scope of response and/or relief activity (as defined in the Australian Government's National Disaster Management and Recovery Continuum).
2. An emergency may arise from an extensive or continuing natural or human-induced crisis, where the civil emergency authorities request additional capacity or specialist niche capability that Defence may be able to provide.
3. By its nature, a DACC 2 task will require significant command and control, liaison officer engagement and personnel and materiel capability. At all times, Defence is in support of civilian emergency authorities.
4. DACC 2 will be considered by the CDF or their delegate when:
 - a. the Australian Government Disaster Response Plan (COMDISPLAN) has been activated and a formal request has been made for Defence assistance.
 - b. action, or continuing action, is necessary to save human life or alleviate suffering, prevent extensive loss of animal life or prevent widespread loss/damage to property, including environmental damage.
 - c. the requested support meets the criteria required by the COMDISPLAN, and has been endorsed by the Minister for Emergency Management (to be obtained by NEMA).
 - d. the requested support is consistent with the principles of DACC (as detailed in the [DACC Policy](#)).
 - e. the support to be provided exceeds the DACC 1 resources of a SADFO or Unit Commander.
5. **Civilian search and rescue (CivSAR).** The provision of Defence assistance to CivSAR—beyond the level of DACC 1—may also be considered under DACC 2. CivSAR is the only circumstance in which DACC 2 may be considered without a COMDISPLAN activation. However, it still requires a formal request from Australian Maritime Safety Authority (AMSA) as described in paragraphs 14 and 15.
6. **Characteristics.** DACC 2 support may include the conduct of activities that are similar to those listed for DACC 1. However, DACC 2 may be characterised by:
 - a. federal, state and/or territory Emergency/Disaster Plans have been activated;
 - b. where there is excessive burden on federal state or territory government agencies during an emergency, they will be particularly vulnerable to stress

- in the event of multiple emergencies, which may trigger subsequent emergency support requests, either in parallel or sequentially;
- c. significant command and control, liaison officer support, and personnel and materiel capability, and may include strategic airlift or major fleet units;
 - d. mobilisation of Defence assets or force elements to provide support outside their local area; and
 - e. time-sensitive (short or no-notice) requests by civilian emergency authorities.

INITIATION OF A REQUEST

Australian Government Disaster Response Plan COMDISPLAN

7. Once an affected jurisdiction (local, state or territory) determines that due to the nature, magnitude or duration of an event, their total resources (government and commercial), cannot reasonably cope with the needs of the crisis, the jurisdiction may advise the National Emergency Management Agency (NEMA) via the National Situation Room (NSR) of its intention to seek Australian Government non-financial assistance.

8. The Coordinator-General NEMA (CG NEMA) is responsible for activating COMDISPLAN where an event/disaster is imminent, or has occurred. Following receipt of Ministerial approval (Minister for Emergency Management) for the provision of Australian Government non-financial assistance for a particular disaster, the CG NEMA is authorised to request any appropriate agency to undertake the task.

9. When a task request is submitted to Defence, the task request can be used as the initial section of the DACC request form.

10. **Requests via other channels.** Agencies or persons making a request for Defence assistance directly to SADFOs, Unit Commanders or tactical liaison officers are to be re-directed to their appropriate local, state or territory emergency authorities in the first instance who should then make a valid request through NEMA in accordance with the COMDISPLAN. Any such attempts to request Defence support that meet DACC 2 criteria should be reported to MSC via the most expedient means to provide early warning of potential requests.

11. **Military Strategic Commitments.** NEMA formally request Defence assistance via a task request through Military Strategic Commitments Division (MSC). Once a potential request becomes known or a formal signed request is received, MSC will work with NEMA to conduct an initial assessment of the support requested to ensure the effect required from Defence is well understood. MSC will commence scoping of the task with HQJOC and/or Groups and Services to determine feasibility and Defence's ability to support IAW the DACC Policy. MSC assumes strategic coordination and seeks CDF approval. The authoritative document for what DACC 2 support can be provided is the CDF Order, not the Request for Assistance or the Task Request from NEMA. MSC will advise NEMA or the requesting organisation the details of what support will to be provided, including any constraints or limitations.

12. **Headquarters Joint Operations Command.** Once a request for Defence assistance is formally approved, if the complexity, duration or geographic spread of the support warrants, CJOPS may be appointed operational commander. CJOPS will consider activating Concept Plan (CONPLAN) COALESCE—the Defence concept plan to a disaster/emergency.

13. **Joint Operations Support Staff.** Upon formal receipt of an RFA or notification of a DACC 2 task, the regional JOSS will:

- a. register the request in the DACC database and provide an identifying registration number to MSC and HQJOC;
- b. continue to compile DACC paperwork, including request for assistance and other paperwork to support decision by the approving authority;
- c. continue to liaise with state/territory authorities—where appropriate, this may include deploying an ADFLO to appropriate civil organisations to represent Defence interests and support the Defence effort;
- d. through the ADFLO, provide advice and support to designated JTF/JTG Commanders; and
- e. provide situational awareness to MSC, HQJOC and other key Defence areas on potential DACC request for assistance.

Civilian search and rescue

14. Requests by civilian agencies for Defence assistance in CivSAR (beyond DACC 1)⁴⁴ are handled in accordance with the National Search and Rescue Manual.

15. In the event of a complex, extensive or continuing CivSAR operation that requires Defence assistance greater than that provided under DACC 1, AMSA will formally request Defence assistance. The AMSA Joint Rescue Coordination Centre (JRCC) will make a request directly to the HQJOC Joint Operations Room (JOR). In this way, the process for receiving CivSAR DACC requests is different from that for other types of significant emergency assistance, which are processed through NEMA.

Approval authority

16. CDF, or another officer as delegated through a CDF Order, is the approving authority for DACC 2 support. MSC will staff requests to CDF as required.

⁴⁴ ADF Commanders who are on-scene or in the immediate vicinity may be requested by State or Territory search and rescue authorities to provide assistance and can do so under DACC 1 provisions. Defence may already be providing CivSAR support under DACC 1 arrangements when a formal request is received.

Command, control and coordination arrangements

17. Based upon the DACC 2 approval by the CDF, MSC will issue an Order on behalf of CDF initiating these command arrangements. If the complexity, duration or geographic spread of the support warrants CJOPS may be appointed operational commander by CDF. This may include direction to form or activate a Joint Task Force (JTF) or establish a designated operation. Alternatively, in the case of single service or simple DACC 2 task, the CDF order may appoint a DACC Commander.

18. As part of a coordinated DACC 2 response to a large-scale incident, an extraordinary Strategic Command Group (SCG) meeting may be called by CDF.

Joint Task Force/DACC Commander

19. The decision to form or activate a Joint Task Force (JTF) or appoint a DACC Commander rests with CDF as advised by CJOPS. The formation of a JTF/DACC Commander would typically depend on the anticipated scale of the support, the level of Defence support requested and the expected duration of the support requirement. Further detail on JTF roles and responsibilities is located in Chapter 4 of this manual.

20. The scalable and proportionate C2 response options are crucial to ensure Defence's contribution to a crisis does not overshadow the primacy of the civilian agency leading the response. The activation of a JTF or disproportionate visible presence of senior ADF officers in the media may reinforce unrealistic perceptions about the role and scale Defence plays in response to domestic crises.

Insurance and indemnity

21. Indemnity or insurance is not required to be taken out by DACC 2 recipients. However, there is a requirement to complete a risk analysis with a written record of decisions to be retained.

22. **Indemnity for ADF members.** The *Defence Act 1903* enables the Minister for Defence to authorise assistance to the community in the event of natural disaster or other emergency where the nature or scale of the event makes it necessary for the benefit of the nation for Defence to provide assistance. In authorising such assistance, the Minister for Defence enlivens an immunity for Defence members and Defence APS assisting, which is similar to that enjoyed by civilian emergency service personnel. This immunity may be extended to non-Defence personnel and foreign defence or police personnel assisting.

FINANCE

Cost estimate

23. Upon completion of a DACC 2 task, HQJOC or Service HQ, in consultation with the JTF or DACC Commander (as applicable), is to determine the costs of providing that support. These costs are to be calculated using the [DFG cost recovery calculator](#).

24. Where the additional costs are estimated to be over \$10m, the CBC Directorate is to be consulted.

25. This cost estimate is not required prior to any commitment of resources for a DACC 2 activity, and full costs may only be understood after the activity or operation has concluded.

Cost recovery

26. DACC 2 is provided without recovery of costs unless the DACC recipient agrees to pay costs of the provision of Defence support. See Chapter 8 of this manual for financial guidance on cost recovery process.

Recording costs

27. Costs incurred to provide DACC, regardless whether a cost recovery was sought or not, must be recorded in the financial system.

28. In order to track DACC costs and any recovery of costs (revenue), costs and revenue will must be charged to a General ledger code, cost centre and Work Breakdown Structure (WBS) and in some cases an internal order number (IO). SADFOs, Unit Commanders or Base Managers should consult with the relevant Director in DFG to provide the relevant codes. It is important to obtain the codes before the delivery begins so that staff involved with the delivery can be advised. DACC 2 is to use Fund code 70769, where it does not relate to a designated military operation.

Situation reports

29. SITREPs for DACC 2 are to be forwarded to MSC and/or HQJOC. The submission time will be specified through orders and directives to the relevant Commander JTF or DACC Commander. Timely and accurate reporting to MSC will ensure ongoing advice to CDF, MINDEF and NEMA as required. The consolidated SITREP is to also be forwarded to HQJOC or Service HQ and relevant regional JOSS as appropriate.

Post-task

30. A DACC 2 support task will conclude either when the requesting agency withdraws its request for continued support, NEMA de-activates COMDISPLAN and/or the approving authority determines (in consultation with civil authorities) the DACC support is no longer warranted. DACC 2 support will conclude upon the issuing of a CDF CEASO by MSC and incomplete or ongoing support may result in a transition to another category of DACC support.

31. The JTF or DACC Commander is to provide a post activity report (PAR) to HQJOC, MSC and the regional JOSS, within 28 days of the cessation of the DACC support as appropriate. This document provides the official record of Defence's provision of support. If the JTF is retained after the Defence support transitions to another DACC category, the JTF may submit a single PAR covering all phases.

32. PARs are to conform to the [ADF Writing Manual](#), and include, as a minimum, the following details of the support provided—timeframes, tasks, locations, resources

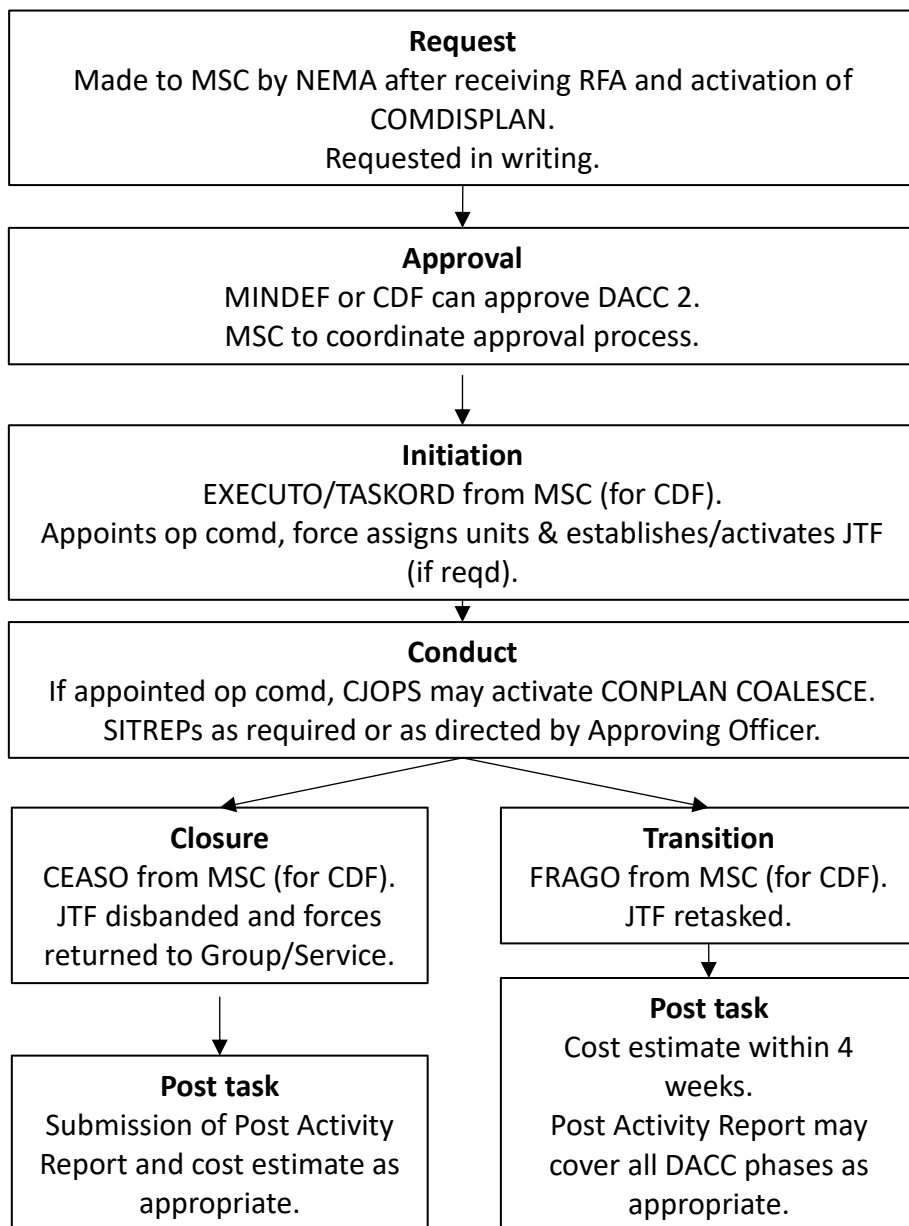
committed, and any changes in support since the DACC was initially approved. The Report also should include after-action review/lessons learned.

33. The regional JOSS is to ensure that all details of the DACC 2 task are recorded in the DACC database. The JOSS is also responsible for holding all records associated with the task, including any cost estimates, MOUs or Deeds, SITREPS and the PAR as appropriate.

Process chart

34. The process for providing DACC 2 support where COMDISPLAN is activated is summarised in Figure 10B-1.

Figure 10B-1: Flowchart for DACC 2 support



DACC CATEGORY 3—SIGNIFICANT RECOVERY ASSISTANCE

1. Defence Assistance to the Civil Community Category 3 (DACC 3) is assistance associated with recovery from a civil emergency or disaster, where the imminent threat to life and or property has passed. Provision of this level of support involves longer term significant recovery support, such as reconstruction of the physical infrastructure and the restoration of emotional, social, economic and physical wellbeing. Duration of assistance shall depend on the nature and scope of recovery effort and available resources. DACC 3 assistance is aligned in scope to recovery activity (as defined in the Australian Government's National Disaster Management and Recovery Continuum) and does not include reconstruction or risk reduction support. A COMDISPLAN must be activated for DACC 3 to apply.

2. **Examples.** Examples of DACC 3 support include:

- a. Planning and decision support personnel supporting recovery efforts;
- b. provision of temporary or permanent bridging, shelter and power supplies;
- c. restoration of roads, fencing and infrastructure;
- d. clean up of destroyed materials; and
- e. pollution clean-up.

Initiation of a request

3. NEMA formally request Defence assistance via a task request through Military Strategic Commitments Division (MSC). Once a potential request becomes known or a formal signed request is received, MSC and/or Joint Operations Support Staff (JOSS) are to liaise directly with HQJOC, Groups or Services to commence scoping of the task and associated resources. MSC assumes strategic coordination and seeks CDF approval.

4. **Requests via other channels.** Agencies or persons making a request for Defence assistance directly to SADFOs, Unit Commanders or tactical liaison officers are to be re-directed to their appropriate local, state or territory emergency authorities in the first instance who should then make a valid request through NEMA in accordance with the COMDISPLAN. Any such attempts to request Defence support that meet DACC 3 criteria should be reported to MSC via the most expedient means to provide early warning of potential requests

5. NEMA formally request Defence assistance via a task request through Military Strategic Commitments Division (MSC). Once a potential request becomes known or a formal signed request is received, MSC will work with NEMA to conduct an initial assessment of the support requested to ensure the effect required from Defence is well understood. MSC will commence scoping of the task with HQJOC and/or Groups and Services to determine feasibility and Defence's ability to support

IAW the DACC Policy. MSC assumes strategic coordination and seeks CDF approval. The authoritative document for what DACC 3 support can be provided is the CDF Order, not the Request for Assistance or the Task Request from NEMA. MSC will advise NEMA or the requesting organisation the details of what support will be provided, including any constraints or limitations.

6. **Joint Operations Support Staff.** Upon approval of a DACC request, the regional JOSS will:

- a. register the request in the DACC database and provide an identifying registration number to MSC and HQJOC
- b. in consultation with the requesting agency, MSC, HQJOC or Groups and Services, coordinate the compilation of DACC paperwork, including request for assistance and other paperwork to support decision by the approving authority and provision of this paperwork to MSC
- c. continue to liaise with state/territory authorities—where appropriate, this may include deploying its ADFLO to appropriate civil organisations to support the Defence effort
- d. through the ADFLO, provide direct liaison and advice to designated JTF/JTG commanders.⁴⁵

Approval authority

7. CDF is the approving authority for DACC 3 support or as delegated through a CDF Order. MSC will staff requests to CDF as required.

Command, control and coordination arrangements

8. Based upon the DACC 3 approval by the CDF, MSC will issue order on behalf of CDF initiating command arrangements. This will include any direction to form/activate a Joint Task Force (JTF) or appoint a DACC Commander. In the event that DACC 3 follows on from a DACC 2 task with an extant JTF, MSC will formalise the transition to DACC 3.

9. HQJOC may activate CONPLAN COALESCE and will advise and coordinate subsequent support or transition in consultation with Commander JTF, DACC Commander, JOSS, SADFO or Unit Commander.

10. JOSS will work in direct liaison with the designated JTF or DACC Commander.

⁴⁵ Command and control arrangements for the ADFLO (beyond DIRLAUTH to a designated JTF/JTG) will be based on the circumstances of the situation and directed by CDF Order.

Joint Task Force/DACC Commander

11. The decision to form/activate or retain a JTF or appoint a DACC Commander rests with CDF as advised by CJOPS. The formation of a JTF/DACC Commander would typically depend on the anticipated scale of the support, the level of Defence support requested and the expected duration of the support requirement.

Australian Government coordination

12. NEMA coordinates the provision of Australian Government assistance to the states and territories following a disaster or civil emergency. MSC provides strategic level coordination of Defence support as part of any Australian Government response.

13. HQJOC will coordinate subsequent support with state or territory emergency management authorities in consultation with the regional JOSS; SADFO or Unit Commander; Service HQ/Groups; MSC and if appointed, the Commander JTF or the DACC Commander.

Insurance and indemnity

14. Defence policy, in relation to DACC 3, is that the DACC recipient shall be solely responsible for personal injury, public risk and property loss or damage and that non-Commonwealth DACC recipients shall indemnify the Commonwealth against all liability arising out of the assistance, except for liability caused by, or arising out of, any act or omission by the Commonwealth, its officers, employees or agents in providing assistance.

15. Before DACC 3 is provided, any non-Commonwealth party requesting assistance must meet indemnity and insurance requirements as detailed in Chapter 7 of this manual, paragraphs 7.54-7.64. The regional JOSS is to coordinate indemnity and insurance requirements in consultation with MSC.

16. DACC 3 recipients must provide Defence with a written undertaking that they will enter into the indemnity and provide evidence of appropriate insurance cover prior to the event. Failure to provide this undertaking will mean that the event may not be supported by Defence. Templates of various agreement types addressing this issue are located at Annex 7A to 7C of this Manual.

17. Commonwealth government recipients are not required to meet indemnity requirements nor are they required to hold insurance for DACC support.

18. State/territory and local government recipients may be required to meet indemnity requirements and hold insurance for DACC support. State/territory/local government department or agencies are regarded as self-insurers.

19. **Indemnity for ADF members.** The Defence Act 1903 enables the Minister for Defence to authorise assistance to the community in the event of natural disaster or other emergency where the nature or scale of the event makes it necessary for the benefit of the nation for Defence to provide assistance. In authorising such assistance, the Minister for Defence enlivens an immunity for the Defence members and Defence APS assisting, which is similar to that enjoyed by civilian emergency

service personnel. This immunity may be extended to non-Defence personnel and foreign defence or police personnel assisting.

FINANCE

Cost estimate

20. HQJOC, Groups or Services, in consultation with the JTF or DACC Commander (as applicable), is to determine the costs of providing DACC 3 support. These costs are to be calculated using the [DFG cost recovery calculator](#).

21. Where the additional costs are estimated to be over \$10m, the CBC Directorate is to be consulted.

Cost recovery

22. DACC 3 activities are normally provided without the expectation of cost recovery. In some cases, cost recovery may be required. In these cases, the requesting organisation is to agree in advance to payment of these costs in writing from an individual or board authorised to enter into such an agreement.

23. **Hire and loan of Defence stores or equipment.** Where the provision of DACC 3 includes the loan or hire of Defence stores or equipment, policy and procedures for such loan or hire are to be in conjunction with [Defence Logistics Manual \(DEFLOGMAN\) Part 2 Vol 5 Chapter 29 Hire and Loan of Relevant Property to and from Sources External to Defence](#) and appropriate Service/Group Instructions.

24. **Use of Defence estate and facilities.** Requests for assistance involving the long-term and recurring use of the Defence estate requiring a Lands Acquisition Act delegate approval, are to consider processing under Civil Use Policy ([Defence Estate Civil Use Policy](#)). For non-emergency, non-enduring, short-term use of the Defence estate, not requiring a Lands Acquisition Act delegate approval, requests may be considered using a Base Operations Deed. All other requests are to be considered through DACC arrangements.

Recording costs

25. Costs incurred to provide DACC, regardless whether a cost recovery was sought or not, must be recorded in the Defence financial system.

26. In order to track DACC costs and any recovery of costs, costs and revenue must be charged to a General ledger code, cost centre and Work Breakdown Structure (WBS) and in some cases an internal order number (IO). SADFOs, Unit Commanders or Base Managers should consult with their relevant DFG representative to provide the relevant codes. It is important to obtain these codes before the delivery begins so that staff involved with the delivery can be advised. DACC 3 is to use Fund code 70770, where it does not relate to a designated military Operation.

Situation reports

27. SITREPs for DACC 3 are to be forwarded to HQJOC. The submission time will be specified through CJOPS orders and directives to the relevant Commander JTF or DACC Commander. HQJOC is responsible for providing a consolidated report to MSC for ongoing advice to CDF, MINDEF and NEMA as required. The consolidated SITREP is to also be forwarded to Service HQ and relevant regional JOSS as appropriate.

Post-task

28. A DACC 3 support task will conclude either when the requesting agency withdraws its request for continued support, NEMA de-activates COMDISPLAN and/or the approving authority determines that the DACC support is no longer warranted in consultation with relevant authorities. DACC 3 support will conclude by CDF Order. The order may include direction to transition to another category of DACC support.

29. The JTF or DACC Commander is to provide a post activity report (PAR) to HQJOC and the regional JOSS, within 28 days of the cessation of the DACC support as appropriate. This document provides the official record of Defence's provision of support. If the JTF is retained after the Defence support transitions to another DACC category, the JTF may submit a single PAR covering all phases.

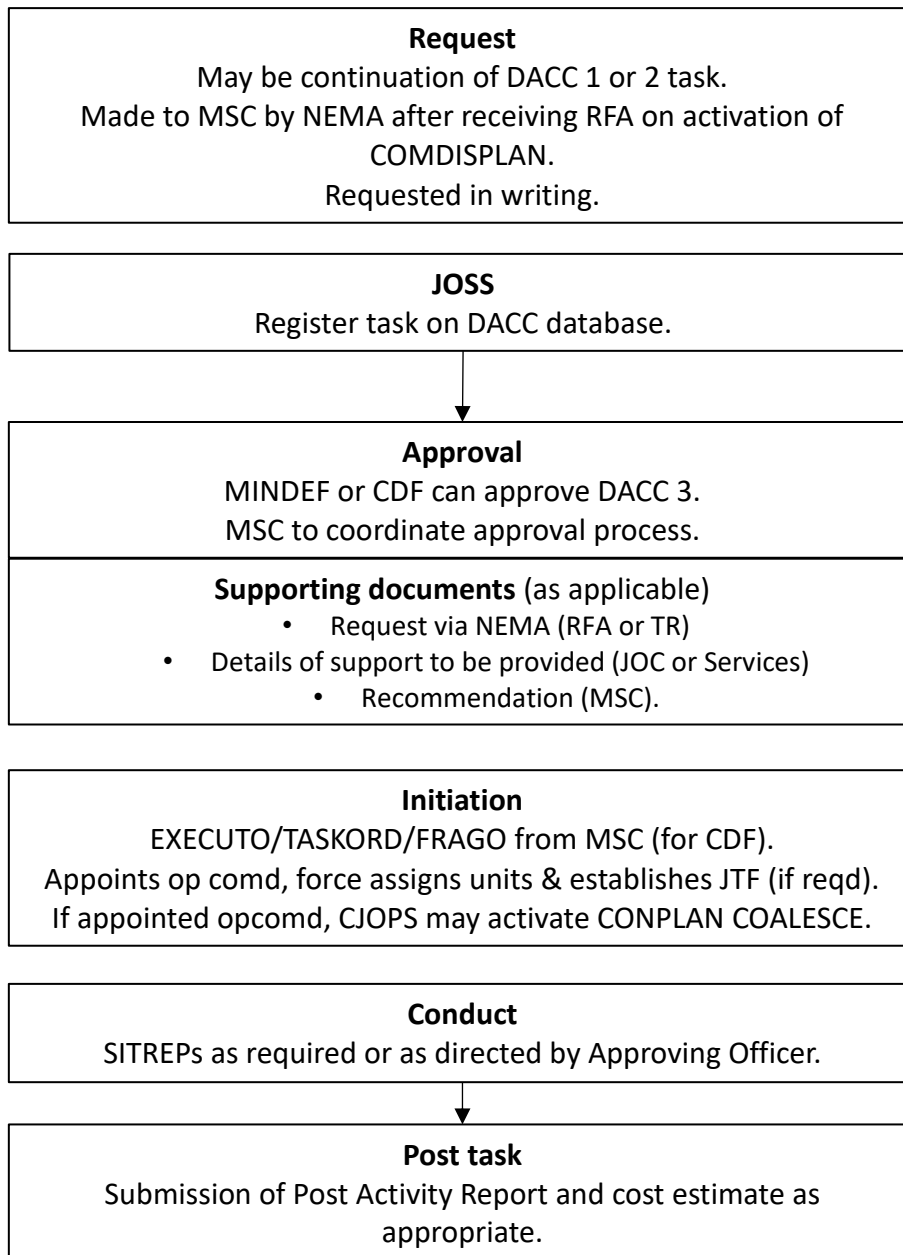
30. PARs are to conform to the [ADF Writing Manual](#), and include, as a minimum, the following details of the support provided—timeframes, tasks, locations, resources committed, and any changes in support since the DACC was initially approved. The report also should include after-action review/lessons learned.

31. The regional JOSS is to ensure that all details of the DACC 3 task are recorded in the DACC database. The JOSS is also responsible for holding all records associated with the task, including any cost estimates, MOUs or Deeds, SITREPS and the PAR as appropriate.

Process chart

32. The process for providing DACC 3 support is summarised in Figure 10C-1.

Figure 10C-1: Flowchart for DACC 3 support



DACC CATEGORY 4—LOCAL NON-EMERGENCY ASSISTANCE OF A MINOR NATURE

1. Defence Assistance to the Civil Community Category 4 (DACC 4) is short term non-emergency assistance of a minor nature provided to local organisations. DACC 4 assistance can be provided from within the resources and authority of a SADFO or Unit Commander up to an additional cost estimate of not greater than \$10,000. The support is not to compromise unit effectiveness or readiness.
2. **Difference between DACC 4 and DACC 5.** The distinction between DACC 4 and DACC 5 lies in the significance of the event, the scope of resources involved, the type and duration of the support to be provided and the rate of effort required. An activity that would normally fall under DACC 4 due to the additional cost estimate being not greater than \$10,000 must be treated as DACC 5 if it is likely to attract significant (national/state) media attention. Requests for assistance to support commercial activities/events must all be treated as DACC 5.
3. Where doubt exists, requests are to be treated as DACC 5 and additional advice is to be sought from the Joint Operations Support Staff (JOSS) or Military Strategic Commitments Division (MSC).

Initiation of a request

4. DACC 4 requests are to be initiated by the requesting organisation via the regional JOSS. Requests received directly by a SADFO or Unit Commander should be referred to the regional JOSS. The request should be in writing using the format provided on the DACC Request Form template (Webform AF095).
5. Note Defence-initiated community engagement is not managed under DACC. Service and Group Policies detail Defence-initiated community engagement activity finance and approval requirements.
6. **Registration.** Upon receiving the request for assistance, the regional JOSS will register the request in the DACC database and assign a registration number.

Approval authority

7. DACC 4 support may be authorised by the SADFO or Unit Commander where the cost estimate of the support is not greater than \$10,000. If the additional cost estimate exceeds \$10,000 then the support should not be categorised as DACC 4.

Command, control and coordination arrangements

8. Command and control of DACC 4 will be initiated using the relevant Service/Group chain of command of the unit receiving the request.

Coordination

9. Requests for DACC 4 assistance would normally be coordinated with the requesting organisation through the JOSS in consultation with the approving authority including, the SADFO or Unit Commander.
10. Coordinating the provision of support to the requesting agency is the responsibility of the approving authority.

Insurance

11. It is strongly advised, but not mandatory, for the recipient of DACC 4 support to hold appropriate insurance. State/territory/local government department or agencies are regarded as self-insurers. The decision on whether to insist on such insurance is a risk management decision. Commonwealth government recipients are not required to meet insurance requirements for DACC support.
12. Where the insurance requirement is waived, a Deed must still be signed by the DACC recipient. This will ensure the Australian Government is not held responsible for any claims for loss or damage in providing DACC support.

Indemnity

13. Defence may also require a non-Commonwealth agency DACC recipient to offer an indemnity. The indemnity agreement helps by clarifying that the Commonwealth will only be responsible for loss or damage where the Commonwealth was at fault, i.e. where the loss or damage was caused by, or arose out of, any act or omission by the Commonwealth, its officers, employees or agents. Where an indemnity is not sought, a risk analysis must be conducted and a written record of decisions must be retained.
14. State/territory and local government recipients may be required to meet indemnity requirements for DACC 4 support. Approval authorities should assess risks (in accordance with Service or Group procedures) to determine whether an indemnity is required and retain a written record of any decision to waive this requirement. Commonwealth recipients are excluded from meeting indemnity requirements for DACC support.
15. It is also important to clarify the practical arrangements for the support (including, for example, clearly specifying the required Defence assets). Therefore, the approving authority is to seek to enter into a Deed with the non-Commonwealth recipient of DACC 4 support. The Deed used must be documented and signed by both the appropriate Defence authority and the recipient of the support. See Chapter 7 of this manual for guidance on the requirements of entering a Deed.

FINANCE

Cost estimate

16. DACC 4 is to have a cost estimate completed, utilising the [DFG cost recovery calculator](#). For DACC 4 support, the cost estimate is to be completed before the approving authority approves the commitment of Defence resources. The SADFO

or Unit Commander, in consultation with an appropriate financial representative, is responsible for completing this requirement.

Cost recovery

17. DACC 4 support is provided with no cost recovery from the requesting organisation. Note that if the additional cost estimate exceeds \$10,000, then support should be categorised as DACC 5 and different considerations are required.

18. **Hire and loan of Defence stores or equipment.** Where the provision of DACC 4 includes the loan or hire of Defence stores or equipment, policy and procedures for such loan or hire are to be in conjunction with [Defence Logistics Manual \(DEFLOGMAN\) Part 2 Vol 5 Chapter 29 Hire and Loan of Relevant Property to and from Sources External to Defence](#) and appropriate Service/Group Instructions.

19. **Use of Defence estate and facilities.** Requests for assistance involving the long-term and recurring use of the Defence estate requiring a Lands Acquisition Act 1989 delegate approval, are to consider processing under Civil Use Policy ([Defence Estate Civil Use Policy](#)). For non-emergency, non-enduring, short-term use of the Defence estate not requiring a Lands Acquisition Act 1989 delegate approval, requests may be considered using a Base Operations Deed. All other requests are to be considered through DACC arrangements.

Recording costs

20. Costs incurred to provide DACC, regardless whether a cost recovery was sought or not, must be recorded in the Defence financial system.

21. In order to track DACC costs and any recovery of costs (revenue), costs and revenue must be charged to a General ledger code, cost centre and Work Breakdown Structure (WBS) and in some cases an internal order number (IO). SADFOs, Unit Commanders or Base Managers should consult with the relevant Director in DFG to provide the relevant codes. It is important to obtain the codes before the delivery begins so that staff involved with the delivery can be advised. DACC 4 is to use Fund code 70771.

Situation reports

22. The requirement for and schedule of SITREPS will be as determined by the approving authority. If there are sensitivities or reputational considerations, advice is to be sought from HQJOC, via the Joint Operations Room (JOR) hqjocior.watchcmd@defence.gov.au and MSC is to be informed for situational awareness.

23. Where provided, copies of the SITREP are to be forwarded to the relevant regional JOSS to be recorded in the DACC database.

POST-TASK

Post activity report

24. The approving authority of the DACC 4 is to provide a PAR to the regional JOSS, within 28 days of the cessation of the DACC support as appropriate. This document provides the official record of Defence's provision of support. Copies are also provided to MSC and any other Groups or Services if there is need to raise awareness of this support for reporting purposes.

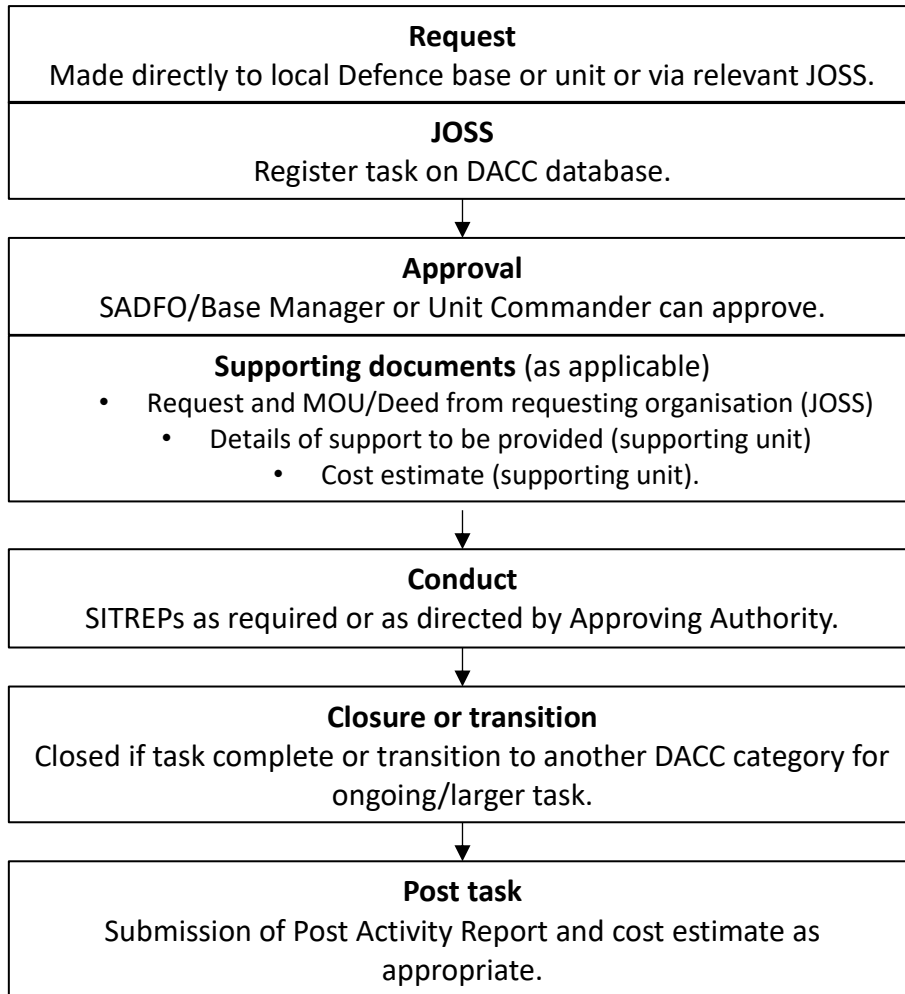
25. PARs are to conform to the [ADF Writing Manual](#), and include, as a minimum, the following details of the support provided—timeframes, tasks, locations, resources committed, and any changes in support since the DACC was initially approved. The Report also should include after-action review/lessons learned.

26. The regional JOSS is to ensure that all details of the DACC 4 task are recorded in the DACC database. The JOSS is also responsible for holding all records associated with the task, including any cost estimates, MOUs or Deeds, SITREPS and the PAR as appropriate.

Process chart

27. The process for providing DACC 4 support is summarised in Figure 10D-1.

Figure 10D-1: Flowchart for DACC 4 support



DACC CATEGORY 5—SIGNIFICANT NON-EMERGENCY ASSISTANCE

1. Defence Assistance to the Civil Community Category 5 (DACC 5) is significant non-emergency assistance provided by Defence to other Government departments or authorities; local, state or territory government or other authorities or organisations; commercial enterprises; not-for-profit organisations (including External Support Community – see Annex 2B); individuals; or bodies in the general community.

2. **Examples.** The type, scale and scope of support can be varied and may involve the use of a range of Defence resources. Examples of DACC 5 support include:

a. support provided to Government and non-government agencies including:

- (1) The provision of specialist skillsets such as, planning support officers, logisticians, medical and transport movement specialists.
- (2) The supply of personal protective equipment.
- (3) The provision of strategic lift to Australian Government agencies to transport items and personnel that cannot be moved by other means, including commercial options.
- (4) Disposal of dangerous materials, other than explosive devices.

b. support to External Support Community (ESC) organisations (note that requests for ESC support may be categorised as DACC 4 if they otherwise meet DACC 4 criteria).

c. support to significant events that are best categorised as public affairs opportunities or community engagement activities such as major community events or events organised by commercial enterprises, charitable or not-for-profit organisations or individuals.

3. **High Profile Public Events.** Where a DACC 5 request meets the HPPE threshold as defined in Chapter 6 of this manual; the support is to be considered by Defence under the HPPE Program. Chapter 6 of this manual details how HPPE support is considered.

Initiation of a request

4. DACC 5 requests, including those for inclusion in the HPPE Program, are to be submitted by the requesting organisation to the regional Joint Operations Support Staff (JOSS) using the format provided on the DACC Request Form template (Webform AF095). Alternatively, DACC 5 may need to be considered to permit Defence to continue providing support that was initiated under another category. This may be appropriate where the scale of assistance required has changed or where

emergency circumstances no longer exist. In these cases, the support is to be re-categorised and existing DACC paperwork adjusted and re-submitted to the regional JOSS to reflect next category and details of transition.

Registration and initial assessment

5. All DACC 5 requests are to be registered by the regional JOSS. The regional JOSS is the point of contact and will conduct an initial assessment of the nonemergency request for assistance, including ensuring that all mandatory information has been provided in the request form and ensuring that the requesting organisation is aware of the conditions of DACC 5 support.
6. Upon receipt of request, JOSS will take one of the following actions:
 - a. If the request is defined as a HPPE, forward to MSC for consideration and potential inclusion in the HPPE program.
 - b. If the request involves multiple Groups/Services, forward to MSC who will appoint a lead Service/Group to scope and coordinate support if the request is approved.
 - c. For non-HPPE, single-Group/Service request, forward to the relevant Group/Service for consideration and include MSC for information.

Approval authority

7. The approving authorities for DACC 5 tasks are as follows:
 - a. For any HPPE (DACC 5) support and/or any support requests greater than \$1,000,000 — MINDEF.
 - b. For support requests \$1,000,000 or less — CDF.
 - c. For multi-Service or Group support requests \$250,000 or less — VCDF or Head Military Strategic Commitments (HMSC).
 - d. For single Service support \$250,000 or less — Service Chief.
 - e. For single Service or Group support \$100,000 or less — Deputy Service Chiefs, First Assistant Secretary Service Delivery (FASSD), First Assistant Secretary Infrastructure (FASI).
 - f. For single Service or Group support \$50,000 or less — Directors General Maritime, Land, Air or Estate Service Delivery.
8. MSC will staff requests to MINDEF, CDF, VCDF or HMSC. Other requests, including requests where costs escalate to a higher level of clearance requirement, will can be staffed as per Group/Service arrangements. In all cases, the approval decision is to be informed by the considerations described in the [DACC Policy](#) and documented and recorded in the associated DACC paperwork as appropriate.

Command, control and coordination arrangements

9. Command and control of DACC 5 will be initiated using the HQJOC/Service/Group chain of command. The lead will liaise with the relevant regional JOSS as required to facilitate coordination with the requesting organisation and other civilian agencies.

10. The JOSS, through the ADFLO, will work in direct liaison with the designated JTF/JTG or DACC Commander as part of DACC 5 support. CJOPS may be directed to assume a heightened level of control of ADFLO if DACC 5 is used to facilitate large-scale Defence support. This will occur through CDF Order based on the circumstances.

11. Further detail is described in Chapter 4 of this manual.

Insurance

12. Large, private or commercial entity recipients of DACC 5 support must produce evidence of current insurance cover for the assistance requested. Commonwealth government recipients are not required to hold insurance for DACC support.

13. State/territory/local government department or agencies are regarded as self-insurers. State/territory and local government recipients of DACC 5 support may be required to provide insurance cover based on a risk analysis of the assistance they are requesting. A written record of decisions must be retained.

14. Where insurance requirements are waived, a Deed must still be signed by the DACC recipient. This will ensure the Australian Government is not held responsible for any claims for loss or damage in providing DACC support.

Indemnity

15. Recipients of DACC 5 support will indemnify the Commonwealth against all liability arising out of the assistance. Commonwealth government recipients are not required to meet indemnity requirements for DACC support.

16. Commonwealth, state/territory and local government recipients may be required to meet indemnity requirements for DACC 5 support. A risk analysis should be conducted by the supporting Defence entity to determine whether an indemnity is required and a written record of decisions retained.

FINANCE

Cost Estimate

17. DACC 5 is to have a cost estimate completed, utilising [DFG cost recovery calculator](#). Normally, the cost estimate is to be completed before the approving authority approves the commitment of Defence resource; however, this may be conducted after if the support is required before the paperwork can be completed.

18. Cost estimates are to be coordinated by the following authorities:

- a. **Multi Service/Group DACC 5** — MSC will appoint a lead Service/Group to coordinate in consultation with regional JOSS.
- b. **Single Service DACC 5** — Completed by the relevant Service/Group Headquarters in consultation with their respective Assistant Secretary Finance.
- c. Where the additional costs are estimated to be over \$10m, the CBC Directorate is to be consulted.

Cost recovery

19. DACC 5 support is provided on the basis of full recovery of additional costs unless it meets the criteria listed below. The requesting organisation is to agree in advance for payment of these costs via their agreement to the Deed of MoU, which will state the amount to be recovered.

20. **Cost recovery exemption criteria.** Cost recovery for DACC 5 will not be sought in the following circumstances:

- a. Where the support has been approved by the under the HPPE Program and the Minister for Defence or CDF has elected to waive cost recovery.
- b. Where costs are waived by an appropriate approver in accordance with the DACC Policy, AAI 6 and the reasons for waiver are justifiable and documented.

21. **Waiver of cost recovery.** Submissions for waiver of cost recovery (in accordance with instructions on approvals for not charging for DACC in the [DACC Policy](#) and this manual⁴⁶) are to be raised by:

- a. MSC for DACC 5 tasks included on the HPPE schedule.
- b. MSC for DACC 5 tasks involving more than one Service or Group.
- c. The appropriate Service Chief, Deputy Service Chief or Group Head for Single Service/Group DACC 5.

22. **Hire and loan of Defence stores or equipment.** Where the provision of DACC 5 includes the loan or hire of Defence stores or equipment, policy and procedures for such loan or hire are to be in conjunction with [Defence Logistics Manual \(DEFLOGMAN\) Part 2 Vol 5 Chapter 29 Hire and Loan of Relevant Property to and from Sources External to Defence](#) and appropriate Service/Group Instructions.

23. **Use of Defence Estate and Facilities.** Requests solely for assistance involving the long-term and recurring use of the Defence estate requiring a Lands Acquisition Act delegate approval, are to consider processing under Civil Use Policy

⁴⁶ As authorised via [Accountable Authority Instruction 6 \(AAI 6\) - Managing Defence Money](#)

([Defence Estate Civil Use Policy](#)). For non-emergency, non-enduring, short-term use of the Defence Estate, not requiring a Lands Acquisition Act delegate approval requests may be considered using a Base Operations Deed. All other requests are to be considered through DACC arrangements.

Recording costs

24. Costs incurred to provide DACC, regardless whether a cost recovery was sought or not, must be recorded in the Defence financial system.

25. In order to track DACC costs and any recovery of costs, costs and revenue must be charged to a General ledger code, cost centre and Work Breakdown Structure (WBS) and in some cases an internal order number (IO). SADFOs, Unit Commanders or Base Managers should consult with their relevant DFG representative to provide the relevant codes. It is important to obtain these codes before the delivery begins so that staff involved with the delivery can be advised. DACC 5 is to use Fund code 70772, where it does not relate to a designated military Operation.

Situation reports

26. The requirement for and schedule of SITREPS will be as determined by the approving authority. If there are sensitivities or reputational considerations, advice is to be sought from HQJOC, via the Joint Operations Room (JOR) hqjocjor.watchcmd@defence.gov.au and MSC is to be informed for situational awareness as appropriate.

27. Where provided, copies of the SITREP are to be forwarded to the relevant regional JOSS to be recorded in the DACC database.

Withdrawal of commitment

28. The level of ADF assistance approved for a DACC 5 support task (including that allocated against the HPPE Program) should be viewed as the maximum commitment. DACC 5 commitments (and particularly those allocated on the HPPE Program) are not withdrawn unless all efforts to provide a substitute platform, or effect, are exhausted. Event organisers are informed as early as possible of the possibility of late withdrawals due to operational or unforeseen reasons.

POST-TASK

Post activity report

29. The approving authority or lead Service/Group of the DACC 5 is to provide a PAR to the regional JOSS, within 28 days of the cessation of the DACC support as appropriate. This document provides the official record of Defence's provision of support. Copies are also provided to MSC and any other Groups or Services if there is need to raise awareness of this support for reporting purposes, especially regarding HPPE events.

30. PARs are to conform to the [ADF Writing Manual](#), and include, as a minimum, the following details of the support provided—timeframes, tasks, locations, resources

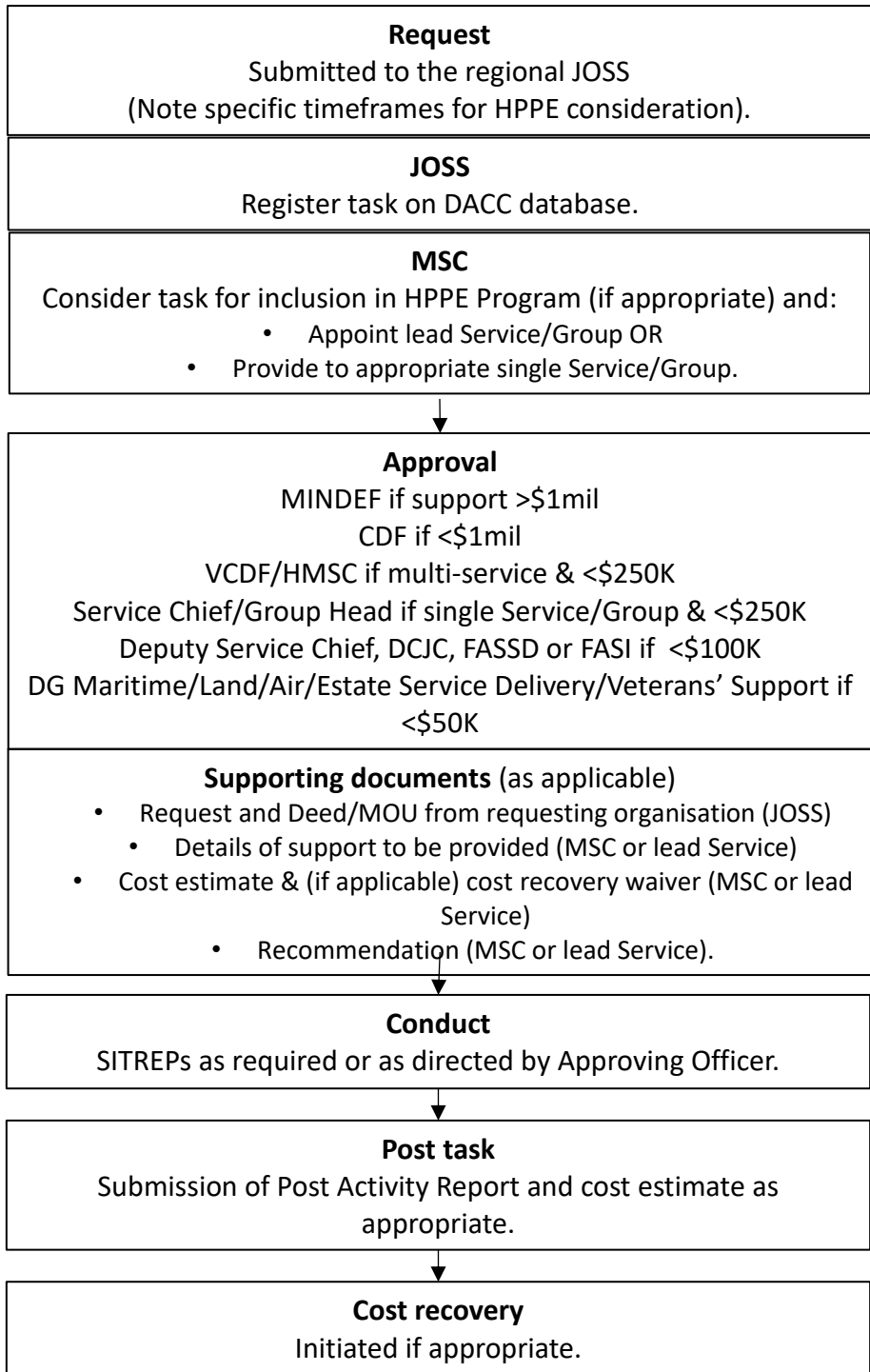
committed, and any changes in support since the DACC was initially approved. The Report also should include after-action review/lessons learned.

31. The regional JOSS is to ensure that all details of the DACC 5 task are recorded in the DACC database. The JOSS is also responsible for holding all records associated with the task, including any cost estimates, MOUs or Deeds, SITREPS and the PAR as appropriate.

Process chart

32. The process for providing DACC 5 support is summarised in Figure 10E-1.

Figure 10E-1: Flowchart for DACC 5 support



DACC CATEGORY 6—SUPPORT TO LAW ENFORCEMENT

1. Defence Assistance to the Civil Community Category 6 (DACC 6) is law enforcement assistance to civil authorities in the performance of law enforcement related support—only where there is no likelihood that Defence personnel will be required to use, or potentially use, force (including intrusive or coercive acts).
2. Note that any Defence assistance to domestic Australian law enforcement agencies that may involve the use of force (including the exercise of coercive or intrusive powers) by Defence members is not DACC and will be provided as Defence Force Aid to the Civil Authority.
3. **Examples.** DACC 6 assistance includes, but is not limited to, the following:
 - a. Non-emergency explosive ordnance disposal relating to commercial explosives and chemicals (disposal of any explosive ordnance of military origin—including any foreign military ordnance—remains a Defence responsibility and should not be treated as DACC - it is supported under [Defence Unexploded Ordnance Management Policy](#)).
 - b. Assistance in post-blast analysis.
 - c. Searches for hidden materials (including the use of Defence members' equipment and/or dogs).
 - d. Provision of communications and control facilities.
 - e. Provision of interpreters, translators and/or linguists.
 - f. Transportation.
 - g. Administrative support.
 - h. Use of Defence facilities and services in order to support the conduct of law enforcement operations.
4. Where the assistance provided is simply access to Defence ranges, training areas or other use of Defence facilities, the support is to be provided in accordance with the [Defence Estate Civil Use Policy](#). For other Defence assistance outside of Civil Use Policy, such as support to training requirements on and off base, DACC 5 is to be considered

Initiation of a request

5. Except for requests related to existing COMDISPLAN support (see following paragraph), all DACC 6 requests are to be initiated by the law enforcement agency to the regional JOSS using the DACC Request Form template (Webform AF095). The minimum level of authority required to lodge a DACC 6 request is Superintendent or SES Band 1 (or equivalent). If the request is received in the first instance by another area of Defence, the requesting agency is to be directed to submit the request to the

regional JOSS. Urgent after hours requests can be made via the JOSS Duty Officer (ph: 1300 552 900).

6. **Requests related to a COMDISPLAN.** When a [COMDISPLAN](#) is activated, all requests for Defence support related to the COMDISPLAN are to be coordinated through NEMA where practicable (as described for DACC 2). This includes potential DACC 6 support.

7. **Law enforcement assistance of an urgent and/or sensitive nature.** There may be occasions, particularly relating to counter terrorist or other domestic violence incidents that Defence support to law enforcement or security agencies may require urgent and sensitive Defence support. This type of support is to be coordinated through MSC and approved by CDF, VCDF, HMSC or Service Chiefs. As is the case with all DACC categories, there must be no likelihood that Defence personnel will be required to use force. Due to the sensitivity and/or urgency of this level of support it may be classified and kept to a limited distribution.

8. **Registration.** All DACC 6 requests are to be registered by the regional JOSS. A task registration number is assigned at this time and provided to MSC and HQJOC. For sensitive/urgent requests this may occur after the activity has been approved and support provided.

9. **Joint Operations Support Staff.** Upon approval of a DACC request, the regional JOSS will:

- a. in consultation with the requesting agency, MSC and the lead Service, coordinate the compilation of DACC paperwork, including request for assistance, and other paperwork to support decision by the approving authority and provision of this paperwork to MSC; and
- b. where appropriate continue to liaise with state/territory authorities. This may include deploying its ADFLO to appropriate civil organisations to support the Defence effort.

Approval authority

10. The approving authorities for DACC 6 tasks are as follows:
- a. For any support requests greater than \$1,000,000— MINDEF.
 - b. For support requests \$1,000,000 or less — CDF.
 - c. For multi Service or Group support requests \$250,000 or less — VCDF or HMSC.
 - d. For single Service support \$250,000 or less — Service Chief.
 - e. For single Service or Group support \$100,000 or less — Deputy Service Chiefs, FASI or FASSD.
 - f. For single Service or Group support \$50,000 or less—Directors General Maritime, Land, Air or Estate Service Delivery.

11. MSC will staff requests to MINDEF, CDF, VCDF or HMSC. Other requests can be staffed as per Group/Service arrangements.

12. Where there is political sensitivity surrounding the DACC 6 support, significant Defence resources are required or the performance of the support could potentially attract adverse publicity, MINDEF's and CDF's concurrence is to be sought through MSC.

13. **Timeframes for approval.** It can be expected that there will generally be reasonable lead times for DACC 6 support to be authorised within normal arrangements and normal working hours. In these cases, approval should be sought via MSC. However, should the request for a short notice urgent sensitive DACC 6 support arise outside of normal working hours, the request should be passed to the Headquarters Joint Operations Command (HQJOC) Joint Operations Room (Duty Watch Supervisor, on 02 6128 4331 hqjocjor.watchcomd@defence.gov.au, or the Watch Keeper, on 02 6128 4333) who will facilitate MSC liaison and approval for the support.

Suitability of DACC 6 categorisation

14. Before approving the provision of support, the approving authority must confirm that the request is suitable for categorisation as DACC 6. The following should be considered before approval is given:

- a. There is no likelihood of use of force (force includes the restriction of freedom of movement of the civil community whether there is physical contact or not).
- b. ADF support to Cabinet directed national tasks are considered routine Defence activity—for example, civil maritime surveillance tasks conducted with the Australian Border Force as part of Operation RESOLUTE is not DACC 6.
- c. Outside of civil use of the Defence Estate, assistance to law enforcement agency or other civil authority training is to be provided as DACC 4 or 5 depending on the cost.

DACC 6 support conditions

15. The following conditions must be satisfied before DACC 6 is being provided:

- a. Where reasonably possible an assurance is given by the requesting authority that the assets available to that authority (local, state, territory and Australian Government) have been used to the maximum possible extent and that the only other suitable resource is available from Defence.
- b. The civil authority accepts responsibility for the provision of access to the area where the support is to be provided and for the physical protection of Defence personnel.
- c. Defence Members providing support are not to carry arms.

- d. Defence Members must wear approved military uniform with identification unless otherwise approved by CDF, VCDF, HMSC or Service Chiefs.
- e. Defence Members are to remain subject to the military chain of command.

Command, control and coordination arrangements

16. Command and control of DACC 6 will be initiated using the HQJOC/Service/Group chain of command. The lead will liaise with the relevant regional JOSS as required to facilitate coordination with the requesting organisation and other civilian agencies. For multi-Service/Group assistance or where single Service/Group assistance is sensitive or high profile, MSC will coordinate in consultation with relevant Service headquarters and JOSS.

17. The JOSS, through the ADFLO, will work in direct liaison with the designated JTF/JTG or DACC Commander as part of DACC 6 support. CJOPS may be directed to assume a heightened level of control of ADFLO if DACC 6 is used to facilitate large-scale Defence support. This will occur through CDF Order based on the circumstances.

18. Further detail is described in Chapter 4 of this Manual, Table 4-1.

Insurance and indemnity

19. Indemnity/insurance is not required to be taken out by DACC 6 recipients.

FINANCE

Cost estimate

20. DACC 6 is to have a cost estimate completed, utilising the [DFG cost recovery calculator](#). Normally, the cost estimate is to be completed before the approving authority approves the commitment of Defence resource; however, this may be conducted after if the support is required before the paperwork is completed.

21. Cost estimates are to be coordinated by the following authorities:

- a. Multi Service/Group DACC 6—MSC will appoint a lead Service/Group to coordinate in consultation with regional JOSS
- b. Single Service DACC 6—Completed by the relevant Service/Group Headquarters in consultation with their respective Assistant Secretary Finance.

Cost recovery

10.2 DACC 6 activities are normally provided on basis of full recovery of additional costs. The requesting organisation is to agree in advance to payment of these costs.

22. **Waiver of cost recovery.** Where an appropriate delegate agrees that there are justifiable circumstances, Defence may waive the requirement for cost recovery.

Guidance on when to waive these costs is available in the [Cost Recovery Policy](#). Submissions for waiver of cost recovery (in accordance with instructions on approvals for not charging for DACC in the [DACC Policy](#) and this manual⁴⁷) are to be raised by Group/Service in consultation with MSC.

23. **Hire and loan of Defence stores or equipment.** Where the provision of DACC 6 includes the loan or hire of Defence stores or equipment, policy and procedures for such loan or hire are to be in conjunction with [Defence Logistics Manual \(DEFLOGMAN\) Part 2 Vol 5 Chapter 29 Hire and Loan of Relevant Property to and from Sources External to Defence](#) and appropriate Service/Group Instructions.

24. **Use of Defence estate and facilities.** Requests for assistance involving the long-term and recurring use of the Defence estate requiring a Lands Acquisition Act delegate approval, are to consider processing under Civil Use Policy ([Defence Estate Civil Use Policy](#)). For non-emergency, non-enduring, short-term use of the Defence estate, not requiring a Lands Acquisition Act delegate approval requests may be considered using a Base Operations Deed. All other requests are to be considered through DACC arrangements.

Recording costs

25. Costs incurred to provide DACC, regardless whether a cost recovery was sought or not, must be recorded in the Defence financial system, with actual costs included in the PAR.

26. In order to track DACC costs and any recovery of costs, costs and revenue must be charged to a General ledger code, cost centre and Work Breakdown Structure (WBS) and in some cases an internal order number (IO). SADFOs, Unit Commanders or Base Managers should consult with their relevant DFG representative to provide the relevant codes. It is important to obtain these codes before the delivery begins so that staff involved with the delivery can be advised. DACC 6 is to use Fund code 70773, where it does not relate to a designated military Operation.

Situation reports

27. The requirement for and schedule of SITREPS will be as determined by the approving authority. If there are sensitivities or reputational considerations, advice is to be sought from HQJOC, via the Joint Operations Room (JOR) hqjocjor.domesticwatch@defence.gov.au and MSC is to be informed for situational awareness as appropriate.

28. MSC will use these SITREPS to provide ongoing advice to CDF and MINDEF as required.

⁴⁷ As authorised via [Accountable Authority Instruction 6 \(AAI 6\) - Managing Defence Money](#)

POST-TASK

Post activity report

29. The approving authority of the DACC 6 is to provide a PAR to the regional JOSS, within 28 days of the cessation of the DACC support as appropriate. This document provides the official record of Defence's provision of support. Copies are also provided to MSC and any other Groups or Services if there is need to raise awareness of this support for reporting purposes.

30. PARs are to conform to the [ADF Writing Manual](#), and include, as a minimum, the following details of the support provided—timeframes, tasks, locations, resources committed, and any changes in support since the DACC was initially approved. The Report also should include after-action review/lessons learned.

31. The regional JOSS is to ensure that all details of the DACC 6 task are recorded in the DACC database. The JOSS is also responsible for holding all records associated with the task, including any cost estimates, MOUs or Deeds, SITREPS and the PAR as appropriate.

Process chart

32. The process for providing DACC 6 support is summarised in Figure 10F-1.

Figure 10F-1: Flowchart for DACC 6 support

