

Safeguarding Children – Certification Trade Mark Rules



Australian Childhood Foundation

safeguardingchildren.com.au

Rules for use of Accreditation Symbol

Introduction

- Organisations that have been accredited by the Australian Childhood Foundation can use the Safeguarding Children Accreditation Symbol to showcase their achievement.
- This guide provides organisations with the rules related to the use of the Accreditation Symbol.
- A copy of this guide is provided to each Organisation upon achieving accreditation, and will also be sent with each hard copy certificate provided to the Organisation.
- At each subsequent audit, Australian Childhood Foundation will review the use of the Accreditation Symbol to verify that it is appropriate.



Rules for use of Accreditation Symbol

Accreditation Framework

- Organisations that have been accredited by the Australian Childhood Foundation will have met the seven Safeguarding Children Standards.
- These Standards are described on the next page.



Safeguarding Children Standards

Standard	Standard	Standard	Standard	Standard	Standard	Standard
1	2	3	4	5	6	7
Commitment to safeguarding children	Personnel roles and conduct	Recruitment and screening practices	Personnel induction and training	Involving children and parents	Child abuse reports and allegations	Supporting a child-safe culture
Through its 'safeguarding children' statement our organisation documents its clear commitment to safeguarding children and young people from abuse and neglect.	Our organisation ensures that each person involved in our delivery of services to children and young people understands their role, and the behaviour we expect in safeguarding children and young people from abuse and neglect.	Our organisation has appropriate measures in place to minimise the likelihood that we will recruit a person who is unsuitable to work with children or young people.	Our organisation's induction, education and training programs are a vital part of our commitment to safeguarding children and young people from abuse and neglect.	In developing a safe, inclusive and supportive environment our organisation involves, and communicates with, children and young people, and their parents. We encourage parental involvement and behaviour that helps to protect children and young people.	Our organisation has measures in place to ensure that our 'involved' personnel understand their responsibility to report possible abuse or neglect of children or young people, and understand our reporting procedures.	Our organisation is committed to maintaining and improving its policies, procedures and practices to safeguard children and young people from abuse and neglect.



Rules for use of Accreditation Symbol

Conditions of use of the Accreditation Symbol

- Organisations accredited under the Safeguarding Children Program (Accredited Organisation) may use the Accreditation Symbol on all stationery, documents and/or publicity material which is used within the scope of its Accreditation and subject to the applicable conditions of this document, or otherwise specified by the Australian Childhood Foundation.
- Accredited Organisations must ensure that they use the Accreditation Symbol appropriately. Specifically, Accredited Organisations must ensure the Symbol
 - is only used to denote conformity of services within the scope of accreditation;
 - is not used in a misleading way, e.g. programs which fall outside the scope of the accreditation; and,
 - is not used in a way that potentially brings the accreditation system into disrepute.



Rules for use of Accreditation Symbol

Conditions of use of the Accreditation Symbol (cont.)

- The Accreditation Symbol may be used by the Accredited Organisation to communicate publically its activities which have been accredited.
- Accredited Organisations shall not use the Accreditation Symbol in such a way as to suggest that Accreditation has been gained or is associated with any activity, program, service or part of an organisation that is not included in the scope of the accreditation, or in any other misleading manner including false claims and/or false use.
- Reproduction and presentation of the Accreditation Symbol Mark must be formatted in accordance with this procedure.
- Australian Childhood Foundation may use the Accreditation Symbol on all of its certificates, stationery and literature or otherwise as it sees fit.



Rules for use of Accreditation Symbol

Use of Accreditation Certificates

- Certificates and reports provided as part of the Accreditation process include:
- Name and geographic location of the Accredited Organisation (or the geographic location of the headquarters and any sites within the scope of a multi-site Accreditation);
- Dates of granting, extending or renewing Accreditation;
- Expiry date or re-accreditation due date consistent with the accreditation cycle;
- Safeguarding Children Accreditation Symbol;
- Unique identification code;
- Standard and/or other normative document, including issue number and/or revision, used for audit of the Accredited Organisation.



Rules for use of Accreditation Symbol

Use of Accreditation Certificate (cont.)

- Scope of Accreditation with respect to specific programs, in the event that the Organisation is not accredited in its entirety.
- Name, address and Accreditation Symbol of the Australian Childhood Foundation.
- In the event of issuing any revised Accreditation documents, a version number to distinguish the revised documents from any prior obsolete documents.



Rules for use of Accreditation Symbol

Use of the accreditation certificate – additional details

- There is cost for organisations to acquire the accreditation.
- The annual fee is determined according to the size and nature of the organisation.
- The annual fee is determined in negotiation with the Australian Childhood Foundation.
- Payment of the annual fee is defined in the agreement that all organizations sign when they first apply to become accredited.



Rules for use of Accreditation Symbol

Accreditation Assessor Attributes

- The attributes that a person must possess in order to determine whether an organization is eligible for safeguarding accreditation, includes the following:
 - ISO accreditor auditor, and/or
 - A minimum of 5 years experience in child protection or a closely aligned field, and/or
 - Eligibility for professional discipline membership, such as the Australian Psychological Association or the Australian Association of Social Workers.
- In addition, all audits and recommendations for accreditation are reviewed by an independent panel of experts relevant to the field of child protection. The panel engage in a rigorous interview of the leadership team in the organisation via a formal panel hearing to confirm details contained in the audit report.
- The panel is an independent subcommittee of the ACF Board and reports directly to the ACF Board. The panel has a separate terms of reference that governs their activities and clarifies roles and responsibilities.



Rules for use of Accreditation Symbol

Reproduction of the Accreditation Symbol

- The Accreditation Symbol can only be used by a Accredited Organisation if it is reproduced as detailed here:



- The Accreditation Symbol may be uniformly enlarged or reduced but shall be sufficiently large for the wording to be clear.



Rules for use of Accreditation Symbol

Reproduction of the Accreditation Symbol

- The Accreditation Symbol may be reproduced on a white background or, if in a single colour, to conform to existing organisation media.
- The Accreditation Symbol must not be reproduced in a colour combination at variance with that presented in this guide. The Accreditation Symbol must be placed so as to ensure the prominence of graphic features and text.
- When the Accreditation Symbol is used on paper, it may be embossed or stamped.
- Where an Accredited Organisation uses the Accreditation Symbol on stationery, documents, websites and/or promotional material, it shall be included on the same sheet of paper or web page as its own mark and not disproportionately represented with reference to the actual Accreditation Symbol.



Rules for use of Accreditation Symbol

Misuse of Accreditation Symbol

- If an Accredited Organisation misuses the Accreditation Symbol or in any way misleads or uses incorrectly the Accreditation Symbol or Certificate, the Australian Childhood Foundation will require immediate corrective action.
- If the Australian Childhood Foundation becomes aware of a misuse they will:
 - Notify the misuser in writing of the need for immediate corrective action;
 - Provide a copy of the letter and required corrective action to any regulatory or funding body (if appropriate);
 - Apply any reduction in scope, withdrawal or suspension of accreditation as appropriate;
 - Consider legal action if after suspension or withdrawal the client continues to misuse the Accreditation Symbol or Certificate;
 - Review their own system to check if any of their systems contributed to the misuse.



Rules for use of Accreditation Symbol

Withdrawal, reduction of scope and/or suspension of Accreditation and/or use of Accreditation Symbol

- Where reduction of scope or withdrawal or suspension of accreditation is required the CEO of the Australian Childhood Foundation or delegate will be responsible for notifying the Accredited Organisation in writing within 24 hours of notification.
- Upon notification of suspension or withdrawal of its Accreditation, the organisation must at its own cost:
 - Discontinue its use of all advertising matter that contains a reference to Accreditation, including use of the Accreditation Symbol as directed by the Australian Childhood Foundation; and/or
 - Amend all advertising/promotional matter when the scope of Accreditation has been reduced.



Rules for use of Accreditation Symbol

Dispute Resolution over Accreditation Status

- An entity has the Right of Appeal if it is denied accreditation.
- The matter is directed to the President of the Board of the Australian Childhood Foundation who will be responsible for establishing a Panel to revisit the submission in full.
- The Panel will be made up of individuals with expertise in child protection, law, education and/or criminal justice.
- The Panel will make its determination on the basis of the terms and conditions set out in the contract defined and signed between the Australian Childhood Foundation and the organisation.



Rules for use of Accreditation Symbol

Appeal procedure in relation to use of Accreditation Symbol

- If the Accredited Organisation and/or the Australian Childhood Foundation have a dispute about the use of the Accreditation Symbol, either party will attempt to first settle it by following this procedure:
 - a Party claiming that a dispute has arisen must notify the other Party in writing;
 - the Parties' representatives will meet to discuss and attempt to resolve the dispute;
 - if the Parties' representatives cannot resolve the dispute within 10 Business Days, the dispute will be referred to the Chief Executive Officer (or their equivalent) of each Party; and
 - if the Chief Executives Officers (or equivalent) cannot resolve the dispute within 10 Business Days of referral, either Party may refer the dispute through mediation.



Rules for use of Accreditation Symbol

Appeal procedure in relation to use of Accreditation Symbol (cont.)

- If a dispute is not able to be resolved as noted, then either Party may notify the other Party that it will seek to attempt resolution by mediation administered by and in accordance with, and subject to, the Australian Commercial Disputes Centre (ACDC) and any relevant ACDC guidelines.
- The Parties agree that the costs of mediation will be borne equally by the Parties.



Rules for use of Accreditation Symbol

Dispute Resolution over any other issues relating to certification

- The procedure for resolving additional disputes is detailed in the contract between the organization and the Australian Childhood Foundation.
- In summary, dispute resolution has two pathways:
 - Internal Dispute Resolution – before resorting to external dispute resolution mechanisms, the Parties must first attempt to settle any dispute via a series of internal processes.
 - Mediation – if a dispute is not able to be resolved, then either party may notify the other party that it seeks to attempt resolution by mediation, ensuring it is administered by, in accordance with and subject to the Australian Commercial Disputes Centre (ACDC) and any relevant ACDC guidelines. Note that the parties agree that the costs of mediation will be borne equally by the parties.



Rules for use of Accreditation Symbol

Requests for additional information

- Request for further information or queries regarding the use of the Accreditation Symbol should be directed to the

Attention: National Manager, Safeguarding Children Program

Email: safeguardingchildren@childhood.org.au

Telephone: 1800 176 453



Safeguarding Children Program Accreditation Standards



Australian Childhood Foundation

safeguardingchildren.com.au

Safeguarding Children Program Accreditation Standards

1. We are committed to safeguarding children & young people

We have made a commitment that all our personnel will act to safeguard children and young people by:

- adopting appropriate practices and behaviour; and
- reporting any abuse by personnel within our organisation or by others.

We have communicated our commitment to all our personnel and given them access to a copy of our commitment statement.

2. Our personnel know the behaviour we expect

We have a code of conduct that outlines our expectations for behaviour towards children and young people. Our personnel receive:

- advice about the specific requirements in relation to safeguarding children and young people
- a copy of the code of conduct that outlines our expectations.

Our personnel indicate, in writing, that they have read and are committed to the code of conduct.

3. We minimise the likelihood of recruiting a person who is unsuitable

We have recruitment procedures that ensure:

- our safeguarding commitment is communicated to potential applicants for positions
- face-to-face interviews are held
- identity, criminal record, working with children checks and reference checks are undertaken.

We have recruitment procedures for volunteers, short-term appointees and minors.

4. Induction and training is part of our commitment

We provide all new personnel with information about our commitment including our safeguarding children statement, code of conduct and policy on responding to reports of child abuse.

All our personnel have completed the ACF Safeguarding Children training.

We support ongoing education and training for our personnel in safeguarding children and young people.



Safeguarding Children Program Accreditation Standards

5. We encourage the involvement of children, young people and their parents

We involve children, young people and their parents in developing an environment that protects them.

We encourage two-way communication. We seek their feedback.

We provide, in language they can understand, information about:

- our commitment to safeguarding children and their rights
- the behaviour we expect of our personnel and of themselves
- our policy about responding to child abuse

6. Our personnel understand their responsibility for reporting child abuse

Our policy for responding to child abuse applies to all personnel.

It outlines our personnel's responsibility to:

- meet any mandatory reporting requirements
- immediately report abuse or neglect and any concerns with policies, practices or the behaviour of personnel.

It states that failure to report is a serious misconduct and outlines procedures to follow when reporting abuse or neglect.

7. We maintain and improve our policies and practices

We have assigned responsibility for maintaining and improving our policies and procedures to a designated position(s).

We monitor our personnel to ensure they follow our policies.

We communicate with our personnel to ensure that they understand our policies and that the policies are effective in the work place.

We monitor external providers to ensure they follow our policies.

We require our personnel to disclose convictions or charges affecting their work.

We review police record and WWCC checks periodically.

We undertake reviews of our policy on a regular basis.

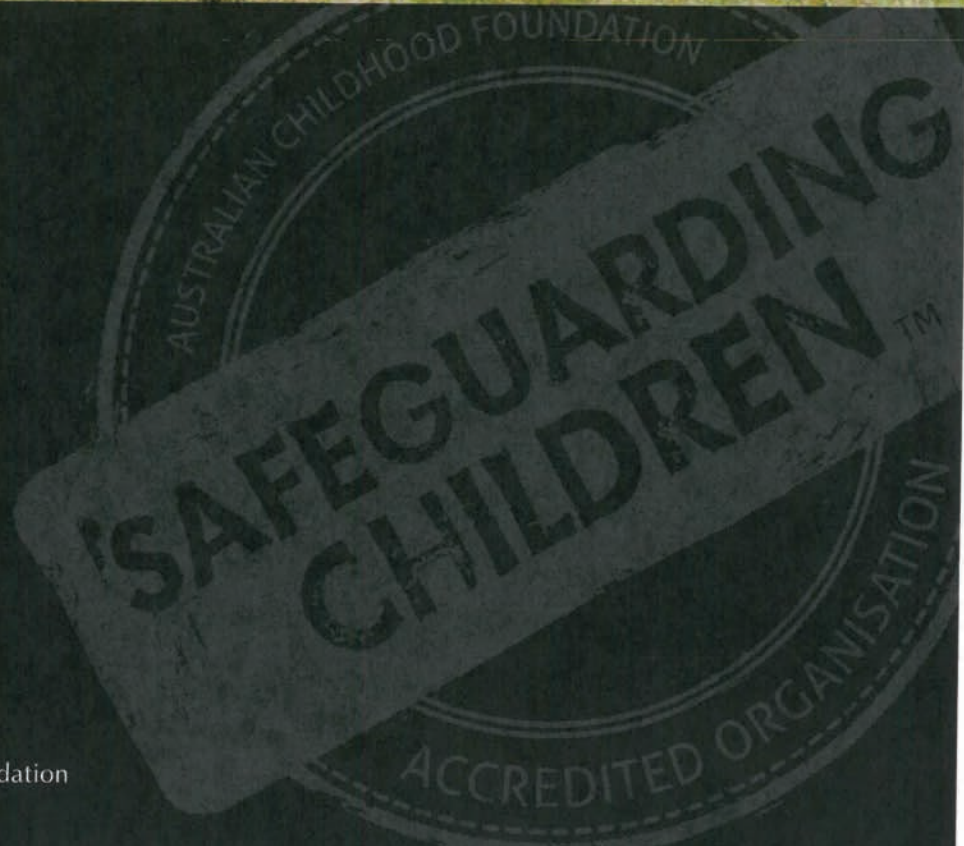
We undertake periodic self-assessments in order to maintain our accreditation as a safeguarding organisation.



7 Safeguarding Standards




Safeguarding Children Program



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Welcome to the Safeguarding Children Program

Your involvement in the Safeguarding Children Program (SCP) gives you access to a number of resources. One of these is the SCP Accreditation Manual. It is a key reference to guide you through the accreditation process. The first section of the Manual, About the Program, outlines the 12 steps of the SCP accreditation process. The second section of the Manual, Gaining Accreditation, gives more detailed information about the accreditation steps, the seven SCP standards and the resources available to you to assist you to meet these standards.

Given that you have begun your involvement in the program you will have already completed the first steps. You will already have:

- high-level agency commitment to engaging in the program, and
- nominated person/s to coordinate your agency's SCP accreditation activities.

Policy development

You may already have in place many of the policies required to meet the SCP standards. The next step for you is to conduct a self-assessment of your compliance with the SCP standards. The Self-Assessment Guide in the Manual can assist you with this. This will involve:

- reviewing your activities to ensure that your SCP policies cover your areas of risk for children and young people
- identifying existing SCP-related policies, procedures and practices, and
- developing or strengthening policies and procedures to meet the SCP standards.

Your SCP consultant will be available to assist you throughout this process by providing advice and feedback about your policies. You can also use the policy templates provided in the Resources in the Manual. Once you are confident that your policies comply with SCP standards you should submit them to your SCP consultant for a preliminary review prior to submitting them as the final documents endorsed by your agency.



Implementation

Key steps in beginning to implement the SCP are to:

- have your 'involved' personnel undertake the SCP training
- communicate your policy to your 'involved personnel', and
- develop materials (forms, handbooks etc) to support the implementation of your policies.

Your involvement in the SCP gives your personnel access to the on-line SCP training. SCP consultants provide helpdesk assistance and, when requested, reports about enrolments in the training. An enrolment key is provided to you so that your personnel can access the training.

Audit Request

The final check of your policies' compliance with the SCP standards is triggered when you:

- complete and submit the **Audit Request** along with the required supporting documentation.

Submitting the *Audit Request* also triggers planning for the final steps in the accreditation process including:

- audit by the SCP auditors of the day-to-day implementation of your policies
- submission of your audit report with recommendations from the auditors to the independent SCP Accreditation Panel, and
- decision by the Panel about your accreditation.

You should not submit the Audit Request until you are sure that you have successfully implemented your policies and that your involved personnel have completed the SCP on-line training.



Safeguarding Children Accreditation Audit

The SCP accreditation audit assesses your organisation against each of the seven SCP standards considering:

- adequacy of your policies and procedures in meeting the risks associated with your organisation's services
- evidence of your policies and procedures being put into practice in the day-to-day operations of your organisation, and
- your systems for managing compliance with SCP standards including monitoring and review processes.

The commencement of the SCP accreditation audit is triggered when you complete and submit the **Audit Request** along with the required supporting documentation.

What does the Accreditation Audit involve?

The audit has two main parts:

- a final check of your policies' compliance with the SCP standards, and
- an audit by the SCP auditors of the day-to-day implementation of your policies.

The audit of the day-to-day implementation of your policies involves visits to work sites, interviews of a sample of your personnel and an audit of your human resources (HR) administrative systems.

In the weeks prior to the audit, a representative sample of sites and personnel is identified from governance, management and service delivery areas. The sample is identified with reference to the *Agency Profile* (including an organisational chart) developed by the SCP consultant in consultation with your organisation. Typically the sample would include:

- Chairperson and Board members
- CEO and/or Deputy CEO and senior Managers including the HR manager
- Program managers, supervisors / team leaders, program personnel (employees/volunteers)
- Key stakeholders such as parents and participating young people and children and service partners.

Suitable times for site visits and interviews are negotiated with your organisation to ensure that services are not disrupted. Interviews are tailored to match the roles and responsibilities of personnel as outlined in *Roles and Responsibilities against Standards*. They are conversational and non-threatening rather than interrogative. They usually last between 30 and 45 minutes and can be conducted with individuals or with groups of personnel with like responsibilities. Some interviews may be conducted by telephone.

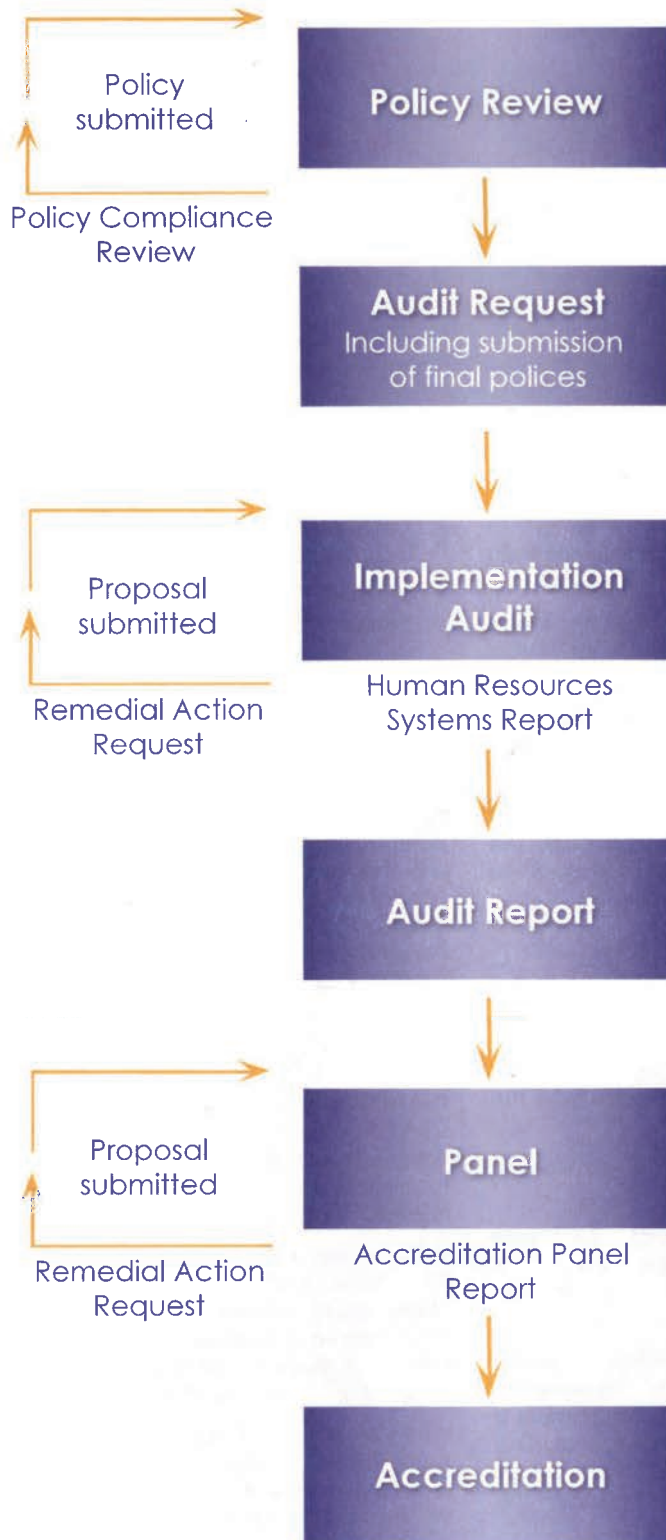
Human Resources systems audit

The Human Resources (HR) systems audit is an audit of a sample of the personnel (and other related) files of your organisation. Files are audited against the SCP standards for recruitment, induction and review including ID, referee, Police and working with children checks.

In the weeks following the work site visits, interviews and HR systems audit, the auditors may further explore and clarify issues identified through these processes. You may receive additional questions or a *Remedial Action Request* if issues requiring some remedial action **prior** to accreditation are identified by the audit.

When all the audit information has been gathered an **Audit Report** is prepared by the auditors. This report is submitted to the Accreditation Panel for a decision on the granting of accreditation to your organisation. The panel is described in the accompanying document **SCP Accreditation Panel**.

Safeguarding Children Accreditation Audit Flow Chart



Safeguarding Children Accreditation Panel



Following the SCP accreditation audit, an *Audit Report* is prepared by the auditors. This report is submitted to the *Accreditation Panel* for a decision on the granting of accreditation to your organisation.

Audit Report

The *Audit Report* presents the findings of the auditors and any recommendations for improvement. The auditor will have verbally presented the preliminary findings of the audit to you in the course of the audit site visits and in the weeks following. The *Audit Report* formalises these findings. The *Audit Report* is made available to you and to the *Accreditation Panel* two weeks prior to the *Accreditation Panel* meeting at which your accreditation is to be considered.

Accreditation panel

The independent *Accreditation Panel* of the Australian Childhood Foundation comprises representatives from a range of backgrounds including legal, child protection, governance and human resource management. Professional biographies of the current members of the panel are available to your organisation.

In determining the accreditation outcome the Panel will review the *Audit Report* and interview nominated personnel from the organisation at the Panel meeting at which the report is considered. The Panel reports on the outcome of the Panel meeting in the *Accreditation Panel Report* which is presented to your organisation within 4 weeks of the Panel meeting.

Accreditation outcomes

There are three possible outcomes from your audit:

- Accreditation is granted – your organisation has satisfied the program's requirements and will be accredited immediately;
- Provisional accreditation is granted – the audit has identified minor deficiencies or suggestions for improvement and accreditation will be granted once these deficiencies are rectified;
- Accreditation is denied – the audit has identified major deficiencies that your organisation is required to rectify before making another application for accreditation.

Your consultant continues to provide support to organisations that receive provisional accreditation or are denied accreditation.

Following Accreditation

When your organisation gains accreditation, which is valid for three years, you receive a certificate of accreditation and the right to use the Safeguarding Children accreditation symbol on your communication material (subject to terms and conditions). Your organisation is required to submit review documentation to the Australian Childhood Foundation on the first and second anniversaries of your organisation's initial accreditation. At the end of each three-year accreditation period, your organisation will be notified that your re-accreditation is due. You then have three months in which to submit documentation for re-accreditation and undertake a re-accreditation audit.

Getting Started Your Accreditation Plan

Steps & Responsibilities

Establish commitment

ACF consultant provides briefing to the key people in your organisation about the SCP
Your organisation makes commitment to SCP, appoints SCP Coordinator and sets timeframes

Target date for accreditation: _____

Develop & implement training plan

SCP Coordinator liaises with SCP consultant about training needs and monitors training uptake
ACF consultant sets up online training and provides Helpdesk assistance and training reports

Develop & implement policy

SCP Coordinator identifies risk associated with activities, reviews and/or develops policies against SCP standards and templates using *Self-Assessment Guide* and *Work Plan*
SCP Coordinator develops supporting materials and systems and ensures implementation of policies including completion of training of personnel
ACF consultant provides advice and reviews policies where required

Target date for policy audit: _____

Implementation Audit

SCP Coordinator submits *Audit Request* and final policies to SCP consultant
SCP Coordinator and ACF consultant agree on *Implementation Audit Plan*
ACF consultant audits final policies, conducts site visits, administrative systems audit, interviews

Target date for site audit: _____

Accreditation Report & Panel

ACF consultant prepares *Audit Report*
ACF consultant submits the *Audit Report* to the Accreditation Panel
Accreditation Panel reports on accreditation decision
ACF consultant provides *Accreditation Certificate* to organisation

Post-Accreditation

SCP Coordinator coordinates annual review and submits report to ACF
SCP Coordinator requests re-accreditation at least 2 months prior to end of accreditation period

Task completion

Within 1 month of SCP Agreement:

- Briefed by consultant
- SCP coordinator appointed
- Received support resources

Within 1 month of SCP Agreement:

- On-line training set-up
- Personnel commence training

Within 4 months of SCP Agreement:

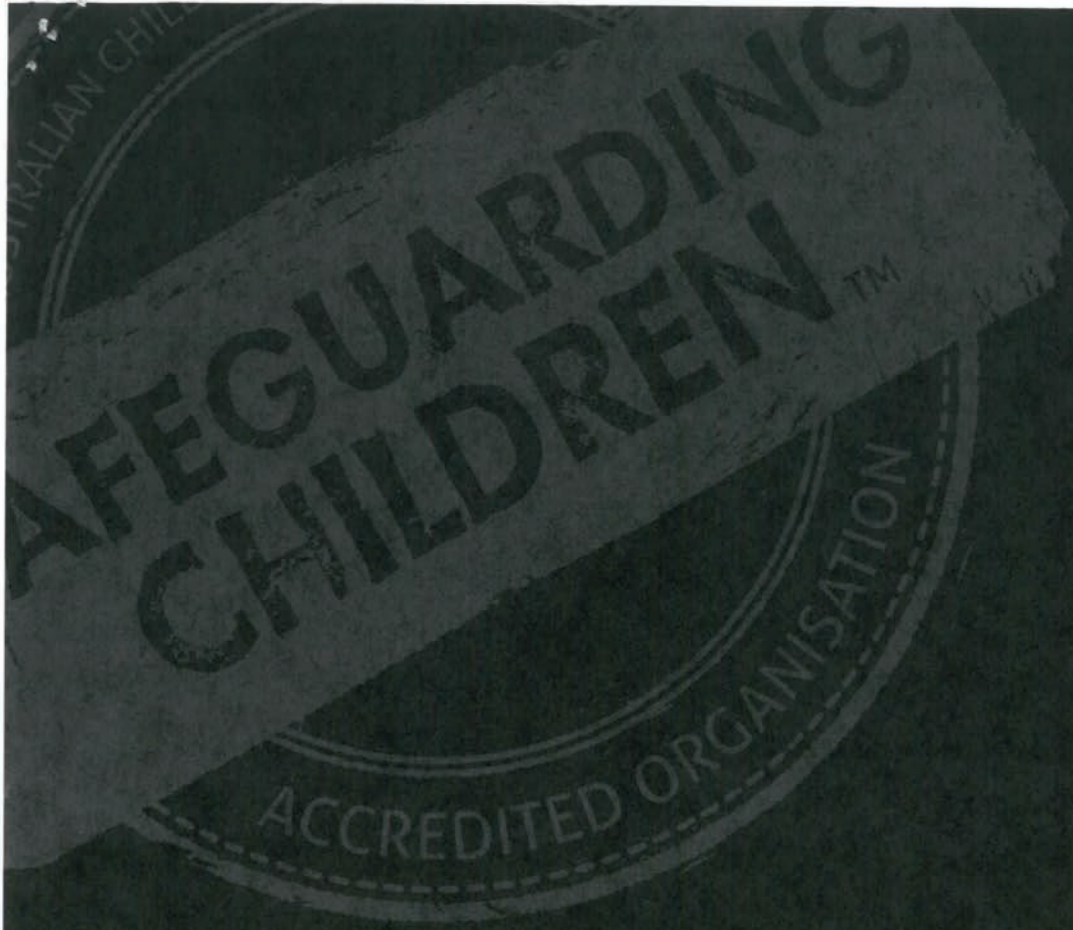
- Mapping completed
- All relevant policies located
- Policies reviewed/developed
- Policies implemented

Within 5 months of SCP Agreement:

- Final policies audited
- Implementation Audit Plan agreed
- Implementation Audit completed

Within 6 months of SCP Agreement:

- Audit report completed & submitted to Panel
- Accreditation Panel meeting held
- Accreditation Panel Report received
- Accreditation Certificate provided to organisation
- 1st Annual review undertaken
- 2nd Annual review undertaken
- Re-accreditation request submitted



Australian Childhood Foundation

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Australian Childhood Foundation

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Australian Childhood Foundation Accreditation Program for Safeguarding Children

Terms and Conditions

Date of this Agreement

Between: Australian Childhood Foundation ABN 28 057 044 514 (**ACF**) and
[Insert name and ABN of organisation] (**Organisation**)

Recitals

- A. ACF is a not for profit organisation working to prevent child abuse and reduce the harm it causes to children, families and the community.
- B. As part of its activities, ACF runs the Safeguarding Children Program which includes the provision of child safe accreditation to organisations that work with children.
- C. The Organisation seeks accreditation under the Safeguarding Children Program.

Operative terms

1. GAINING ACCREDITATION

In order to gain Accreditation under the Safeguarding Children Program, the Organisation is required to:

- (a) submit an Application;
- (b) pay the Annual Fee;
- (c) obtain the Required Insurance Policies;
- (d) complete the Accreditation Process to the satisfaction of ACF within the timeframe as set out in Schedule 2 or as otherwise specified by ACF; and
- (e) agree to the Ongoing Accreditation Assessment Plan and Post Accreditation Training and Resources.

2. TERM OF ACCREDITATION

Subject to clauses 7, 8 and 13, Accreditation lasts for three years from the Date of Accreditation.

3. THE ORGANISATION'S OBLIGATIONS DURING THE TERM OF ACCREDITATION

During the Term of Accreditation the Organisation is required to:

- (a) pay the Annual Fees that fall due for payment after Accreditation has been granted;
- (b) implement, and continue to implement and maintain, the Safeguarding Children Program;
- (c) provide to the ACF a written report as soon as practicable, and in any case within 10 Business Days of becoming aware of a breach of its obligations under this Agreement;
- (d) in carrying out its activities arising from or in connection with the Safeguarding Children Program, comply with all applicable laws and obtain any necessary consents (including any consents required by any Government Agency);
- (e) within 20 Business Days of a request being made by ACF, complete a self-assessment report, in the form required by ACF, as to the Organisation's continued compliance and implementation of the Safeguarding Children Program;
- (f) within 10 Business Days of receiving a request by ACF, provide ACF with all or any of the following:
 - (i) a certificate of currency of the Organisation's Required Insurance Policies;

- (ii) a written statement, together with any documentation or other materials specified by ACF, concerning the Organisation's continued compliance with, and implementation of, the Safeguarding Children Program;

- (g) within 10 Business Days of receiving written notice from ACF, permit ACF, or an auditor appointed by ACF, to audit the Organisation's implementation of and compliance with the Safeguarding Children Program; and

- (h) within 10 Business Days of receiving a request by the ACF, pay the Audit Fee if the ACF is required to audit the Organisation's implementation of and compliance with the Safeguarding Children Program in accordance with clause 3(g) more than once during the Term of Accreditation.

4. ASSESSMENT BY ACF

4.1 After receiving an Application from the Organisation, ACF will:

- (a) appoint a designated individual (**ACF Safeguarding Children Consultant**) who will:
 - (i) enter into discussions with the Organisation in order to agree the Accreditation Assessment Plan; and
 - (ii) provide advice and assistance to the Organisation regarding the Accreditation Process;

- (b) arrange for the provision of the Pre-Audit Training Services and Resources.

4.2 When the Organisation has completed the Accreditation Process, ACF will make a decision:

- (a) to grant Accreditation to the Organisation;
- (b) to grant Provisional Accreditation to the Organisation; or
- (c) to refuse to grant Accreditation to the Organisation.

4.3 If ACF decides to grant Accreditation ACF may, but is not required to, include recommendations to the Organisation as to how the Organisation may further improve its practices, policies and procedures relating to child protection.

4.4 If ACF decides to grant Provisional Accreditation ACF must:

- (a) include with its decision, the recommendations which, if complied with, would lead to the Organisation being granted Accreditation; and
- (b) recommend to the Organisation the arrangements that the Organisation must implement to allow the Provisional Accreditation Reassessment to take place.

For the avoidance of doubt, there may be more than one Provisional Accreditation Reassessment.

4.5 Following a Provisional Accreditation Reassessment ACF may:

- (a) decide to grant Accreditation to the Organisation; or
 - (b) refuse to grant Accreditation to the Organisation.
- 4.6 ACF may refuse to grant Accreditation to the Organisation if:
- (a) the Organisation fails to complete the Accreditation Process to the satisfaction of ACF within the timeframe as set out in Schedule 2 or as otherwise specified by ACF;
 - (b) the Organisation does not comply with a reasonable request made by ACF during the Accreditation Process; or
 - (c) the Organisation fails to comply with any of the terms of this Agreement during the Accreditation Process.
- 4.7 If ACF decides to refuse to grant Accreditation ACF must provide the reasons for its decision.

5. PROCEDURE FOLLOWING DECISION TO GRANT ACCREDITATION

- 5.1 If ACF decides to grant Accreditation to the Organisation ACF will:
- (a) enter into discussions with the Organisation in order to agree the Ongoing Accreditation Assessment Plan; and
 - (b) provide the Post Accreditation Training and Resources as agreed in writing with the Organisation.
- 5.2 After ACF and the Organisation have agreed the Ongoing Accreditation Assessment Plan and the Post Accreditation Training and Resources, ACF will issue the Certificate of Accreditation to the Organisation and the Organisation will have gained Accreditation.
- 5.3 Subject to clause 5.4, if ACF and the Organisation are unable to agree the Ongoing Accreditation Assessment Plan or Post Accreditation Training and Resources within 20 Business Days after commencing discussions under clause 5.1(a), the Organisation's Accreditation will not proceed.
- 5.4 The Parties may agree to extend the period of 20 Business Days referred to in clause 5.3.

6. ANNUAL FEES

- 6.1 Subject to this clause 6 the Organisation must pay the Annual Fees in accordance with Schedule 1.
- 6.2 If ACF makes a decision pursuant to clause 4.2(c) not to grant Accreditation and the organisation chooses not to pursue accreditation further, then this agreement is deemed to have been terminated and all subsequent annual fees are waived. In the event that ACF makes a decision pursuant to clause 4.5(b) not to grant Accreditation, and the organisation chooses not to pursue further accreditation, then this agreement is deemed to have been terminated and all subsequent annual fees are waived.
- 6.3 If Accreditation is not granted to the Organisation for any reason, the Organisation is not entitled to any refund of fees already paid.

7. EXTENSION OF THE TERM OF ACCREDITATION

- 7.1 Not less than 20 Business Days before the Term of Accreditation is due to expire, the Organisation may make a request in writing to ACF to extend the Term of Accreditation for a further three years.
- 7.2 ACF will not extend the Term of Accreditation unless:
- (a) ACF is satisfied that the Organisation will continue to implement and comply with the Safeguarding Children Program and the terms of this Agreement

including the payment of the Annual Fees for the period of accreditation as extended; and

- (b) the Organisation has satisfactorily completed an accreditation extension audit performed within 20 Business Days of the request for extension of the Term of the Agreement.

7.3 For the avoidance of doubt, ACF may extend the Term of Accreditation pursuant to this clause 7 more than once.

8. SUSPENSION AND CANCELLATION OF ACCREDITATION

8.1 Subject to clauses 8.5 and 8.6 ACF may by written notice to the Organisation suspend or cancel Accreditation if:

- (a) the Organisation:
 - (i) fails to comply with one or more of its obligations under clause 3; or
 - (ii) commits a material breach of this Agreement which is not remedied within 20 Business Days after ACF has sent the Organisation a notice specifying the failure or material breach;
- (b) ACF concludes in its absolute discretion that the Organisation is failing to implement or continue to implement or maintain all or any part of the Safeguarding Children Program; or
- (c) ACF determines in its absolute discretion that an employee or contractor of the Organisation has behaved or is behaving in a manner that will or may reflect adversely on ACF or the Safeguarding Children Program or may adversely affect any child under the care or supervision of the Organisation.

8.2 If ACF suspends accreditation pursuant to this clause 8 the Organisation must for the period of the suspension cease:

- (a) using the ACF Accreditation Symbol; and
- (b) to display the Certificate of Accreditation or copies of it.

8.3 If ACF cancels Accreditation pursuant to this clause 8, the Organisation must immediately:

- (a) cease using the ACF Accreditation Symbol;
- (b) cease to display the Certificate of Accreditation or copies of it;
- (c) on ACF's request, return the original Certificate of Accreditation to ACF; and
- (d) on ACF's request, destroy or return material relating to the Safeguarding Children Program.

8.4 If its Accreditation is:

- (a) suspended, the Organisation is not entitled to any refund or waiver of any Fees in respect of the period of any suspension of Accreditation; or
- (b) cancelled, the Organisation is not entitled to any refund or waiver of any Fees that were paid or became due for payment prior to cancellation of Accreditation.

8.5 Any notice of suspension issued under clause 8.1 must include the reasons for the suspension and must invite a response from the Organisation within 10 Business Days.

8.6 ACF must not issue a notice of cancellation under clause 8.1 unless it has:

- (a) first provided a notice of suspension; and
- (b) considered any responses to the notice of suspension from the Organisation that were received within 10 Business Days of the date of the notice of suspension.

9. REQUIRED INSURANCE

- 9.1 During the Term of Accreditation and for a period of at least six years after the expiry of the Term of Accreditation, the Organisation must maintain a policy of insurance which indemnifies the Organisation against any claims by any person for breach of professional duty for a sum of at least \$1,000,000 for any one claim and at least \$5,000,000 in the aggregate.
- 9.2 During the Term of Accreditation, the organisation must maintain a policy of insurance which indemnifies the Organisation against any claims by any person for personal injury (including death or illness) and property damage for an amount of at least \$1,000,000 for any one occurrence and at least \$5,000,000 in the aggregate.

10. USE OF ACF INTELLECTUAL PROPERTY

- 10.1 The Organisation must not use:
- (a) the ACF logo;
 - (b) the ACF Accreditation Symbol;
 - (c) any other ACF trademarked symbol, design or mark;
 - (d) the Program Standards; or
 - (e) the Safeguarding Children Program,
- except as expressly authorised by ACF under this Agreement or otherwise in writing.
- 10.2 The Organisation acknowledges that subject to the Organisation's compliance with the terms of this Agreement, upon payment of the Annual Fee, the Organisation is granted a non-exclusive licence to use the ACF Accreditation Symbol which may only be used by the Organisation:
- (a) during the Term of Accreditation; and
 - (b) in accordance with this Agreement.

11. THE EFFECT OF THE CERTIFICATE OF ACCREDITATION

The Parties acknowledge that if the Organisation gains Accreditation:

- (a) as at the date of the Certificate of Accreditation the Organisation has satisfactorily completed and implemented the Safeguarding Children Program; and
- (b) the Certificate of Accreditation does not constitute any warranty by ACF to the Organisation or any other person of the Organisation's ongoing compliance with the Safeguarding Children Program during the Term of accreditation or otherwise.

12. INDEMNITY

The Organisation must indemnify and hold harmless ACF and each of its directors, officers, servants and agents from and against all Indemnified Harm.

13. TERMINATION

13.1 ACF's Right to Terminate for Cause

Notwithstanding clause 8.6, ACF may terminate this Agreement immediately by written notice to the Organisation if:

- (a) ACF determines that an employee or contractor of the Organisation has behaved or is behaving in a manner that will or may reflect adversely on ACF or the Safeguarding Children Program or may adversely affect any child under the care or supervision of the Organisation;
- (b) the Organisation commits a material breach of this agreement and that breach is not remedied within 20 Business Days after ACF has notified the Organisation of the breach in writing;

- (c) the Organisation becomes insolvent or a receiver is appointed over any part of its assets or such appointment has been threatened; or
- (d) the Organisation goes into liquidation or is put under official management or proceedings are brought or threatened for the purpose of winding up the Organisation or placing it under official management.

13.2 The Organisation's Right to Terminate for Cause

The Organisation may terminate the Agreement immediately by written notice to ACF if:

- (a) ACF commits a material breach of the Agreement and that breach is not remedied within 20 Business Days of written notification thereof;
- (b) ACF becomes insolvent or a receiver is appointed over any part of its assets or such appointment has been threatened; or
- (c) ACF goes into liquidation or is put under official management or proceedings are brought or threatened for the purpose of winding up ACF or placing it under official management.

14. GST

14.1 Taxable Suppliers

To the extent that any supply made under or in connection with this Agreement is a Taxable Supply, then the consideration for that supply will be increased by an amount equal to the amount of that consideration multiplied by the rate at which GST is imposed in respect of that supply (except to the extent that the consideration is expressed to be inclusive of GST). The additional consideration is payable at the same time and in the same manner as the consideration to which it relates.

14.2 Costs and Expenses

If either Party is entitled under this Agreement to be reimbursed or indemnified by the other Party, the reimbursement or indemnity will be net of any input tax credits which may be claimed by the Party being reimbursed or indemnified.

14.3 Tax invoice

The Party that makes the supply must provide to the recipient of that supply a valid Tax Invoice.

14.4 Definitions

In this clause 14:

- (a) **GST**;
- (b) **Tax Invoice**; and
- (c) **Taxable Supply**,

have the meaning given to them in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

15. NOTICES

- (a) Any notice given under this Agreement must be in writing and must be signed by the Party giving the notice or any Authorised Officer of that Party.
- (b) Unless and until a Party provides notice of a different address or facsimile number to the other Parties to this Agreement, its address for service of notices will be as set out at the end of this Agreement.
- (c) Unless a later time is specified in a notice, the notice takes effect from the time it is received.
- (d) A notice is taken to be received:
 - (i) in the case of a notice delivered by hand, when so delivered;

- (ii) in the case of a notice sent by pre paid post, on the second clear Business Day after the date of posting;
- (iii) in the case of a notice sent by facsimile, upon the receipt by the sender of a transmission report from the despatching facsimile machine which confirms that all of the pages comprised in the notice have been successfully sent to the receiving Party's facsimile number.

16. DISPUTE RESOLUTION

16.1 Internal Dispute Resolution Procedure

Before resorting to the external dispute resolution mechanisms, the Parties must first attempt to settle any dispute that arises in relation to this Agreement by following the following escalation procedure:

- (a) a Party claiming that a dispute has arisen must notify the other Party in writing;
- (b) the Parties' representatives will meet to discuss and attempt to resolve the dispute;
- (c) if the Parties' representatives cannot resolve the dispute within 10 Business Days, the dispute will be referred to the Chief Executive Officer (or their equivalent) of each Party; and
- (d) if the Chief Executives Officers (or equivalent) cannot resolve the dispute within 10 Business Days of referral, either Party may refer the dispute in accordance with clause 16.2.

16.2 Mediation

If a dispute is not able to be resolved in accordance with clause 16.1, then either Party may notify the other Party that it seeks to attempt resolution by mediation administered by and in accordance with, and subject to, the Australian Commercial Disputes Centre (ACDC) and any relevant ACDC guidelines. The Parties agree that the costs of mediation will be borne equally by the Parties.

16.3 Commencement of Proceedings

If the dispute is not resolved within 20 Business Days after the conclusion of a mediation hearing, or the Parties do not agree to resolve the dispute by mediation in accordance with clause 16.2, the Parties will be at liberty to apply to the courts of Victoria for appropriate relief.

16.4 Equitable Relief

Nothing in this clause 16 precludes a Party from applying to a court for equitable relief.

16.5 Performance Pending Decision

Pending the resolution of a dispute under this clause 16, the Parties must continue to perform their respective obligations under this Agreement except to the extent such performance is rendered impossible until resolution of the dispute.

17. MISCELLANEOUS

17.1 Further acts

Each of the Parties will without further consideration sign, execute and deliver any Agreement and will perform any other act which may be necessary or desirable to give full effect to this Agreement.

17.2 Entire understanding

This Agreement supersedes all prior representations, arrangements, understandings and agreements between the Parties relating to the subject matter of this Agreement and sets forth the entire and exclusive agreement and understanding between the Parties relating to the subject matter of this Agreement.

17.3 No waiver or variation

A provision of or a right created under this Agreement may not be waived or varied except in writing signed by the Party or Parties to be bound by the waiver or variation.

17.4 Partial exercise of rights

Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this Agreement by a Party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this Agreement.

17.5 No partnership or agency

Nothing in this Agreement is intended to create or give rise to a relationship of partnership, joint venture or agency between the Parties.

17.6 Severance

If any provision of this Agreement is judged invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, such invalidity or unenforceability (unless deletion of such provision would materially adversely affect one of the Parties) will not affect the operation or interpretation of any other provision of this Agreement to the intent that the invalid or unenforceable provision will be treated as severed from this Agreement.

17.7 Assignment

- (a) The Organisation may not assign this Agreement or any of its rights, powers or remedies under this Agreement without the prior written consent of ACF.
- (b) ACF may not assign this Agreement or any of its rights, powers or remedies under this Agreement without the prior written consent of the Organisation except to:
 - (i) an organisation that provides or proposes to provide a program that is substantially similar to the Safeguarding Children Program and which provides or proposes to provide accreditation in a form substantially similar to the Accreditation provided under this Agreement; and
 - (ii) ACF has given the Organisation at least 20 Business Days written notice of the assignment.

17.8 Counterparts

This Agreement may consist of a number of counterparts, each of which when executed will be an original and all the counterparts together will constitute one and the same instrument.

17.9 Provisions survive completion

Each provision of this Agreement capable of having effect after completion and each representation and warranty made in this Agreement will survive the execution, delivery and completion of this Agreement and the performance of all obligations under this Agreement and will not merge on completion.

17.10 Indemnity

Each indemnity under this Agreement is a continuing indemnity and will constitute a separate and independent obligation of the Party giving the indemnity from its other obligations under this Agreement and will survive the execution, delivery, completion and termination of this Agreement. It is not necessary for a Party to incur expense or make payment before enforcing a right of indemnity under this Agreement.

17.11 Recitals

The Parties acknowledge that the Recitals are true and correct and will form part of this Agreement.

17.12 Implied terms and limited remedies

- (a) Despite any other provision of this Agreement, subject to any Consequential Loss payable at law for breach of a Consumer Guarantee and to the maximum extent otherwise permitted by law, the liability of ACF under or in connection with this Agreement whether in contract, tort (including negligence), by statute, under an indemnity or otherwise at law or in equity, does not include any liability for Consequential Loss.
- (b) Subject to any applicable Consumer Guarantees, and to the maximum extent otherwise permitted by law, all terms and warranties expressed or implied by any legislation, the common law, equity, trade, custom or usage or otherwise are expressly excluded.
- (c) Without limiting the rights of the Organisation in respect of any breach of an applicable Consumer Guarantee in the particular case, the liability of ACF for breach of this Agreement or a Consumer Guarantee is limited to the Annual Fee paid by the Organisation to ACF pursuant to this Agreement.

17.13 Rule of construction

The Parties acknowledge and agree that no rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of this Agreement or part of it.

18. GOVERNING LAW AND JURISDICTION

- (a) This Agreement will be construed in accordance with and will be governed by the laws in force in the State of Victoria.
- (b) Each of the Parties irrevocably submits to and accepts the non-exclusive jurisdiction of any of the Courts of the State of Victoria and any courts of appeal from these courts.

19. DEFINITIONS AND INTERPRETATION

19.1 Definitions

In this Agreement:

Accreditation means in respect of an organisation that the organisation has, at the Accreditation Date, demonstrated to ACF's satisfaction that it complies with the Program Standards;

Accreditation Assessment Plan means the written plan, as may be varied by agreement between the Parties, including tasks to be undertaken by, and resources to be provided by, each of the Parties, together with a timetable for the completion of each task and supply of each resource, designating the procedures by which:

- (a) ACF will review of the Organisation's policies and procedures;
- (b) ACF will identify the Organisation's training needs;
- (c) the Organisation will complete the Self Assessment Audit; and
- (d) ACF will undertake the Site Audit;

Accreditation Process means the process determined by ACF for the Organisation to gain Accreditation including:

- (a) implementing policies and procedures that comply with the Safeguarding Children Program;
- (b) undertaking appropriate compliance training as determined by ACF;

- (c) the completion of a Self Assessment Audit;
- (d) the implementation to the reasonable satisfaction of ACF of any recommendations from ACF following the Self Assessment Audit; and
- (e) successfully passing a Site Audit;

ACF Accreditation Symbol means the Safeguarding Children Symbol or such other symbol as ACF may use for the purpose of allowing organisations that have gained Accreditation to identify themselves as Accredited organisations;

ACF Safeguarding Children Consultant has the meaning given in clause 4;

Agreement means this agreement as amended by the Parties from time to time;

Annual Fees means the fees described as such in Schedule 1;

Application means a written application for Accreditation in the form specified by ACF;

Application Date means the date on which the Organisation submitted its Application;

Audit Fee means the fee described as such in the Schedule 1;

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010* (Cth);

Authorised Officer means any person appointed in writing by a Party to act as authorised officer under this Agreement;

Business Day means any day that is not a Saturday or Sunday or a public holiday on which banks are open for general banking business in Melbourne, Australia;

Certificate of Accreditation means the certificate provided by ACF to an organisation that has gained Accreditation;

Consequential Loss means loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of opportunity or expectation loss and any other form of consequential, special, indirect, punitive or exemplary loss or damages;

Consumer Guarantee means a guarantee set out in Division 1 of Part 3-2 of the Australian Consumer Law.

Date of Accreditation means the date on which the most recent Certificate of Accreditation was issued to the Organisation;

dollars or **\$** means Australian dollars unless otherwise expressly provided;

Fees means the:

- (a) Annual Fee; and
- (b) Audit Fee;

Government Agency means any Commonwealth, State or local or foreign government, government authority or semi-government authority (including a judicial body) that has legal power to require another person to act or not act in a particular way or to authorise a particular act;

Indemnified Harm means any loss, damages, costs or expenses suffered or incurred by any of the ACF Indemnified or awarded against or agreed to be paid by settlement or compromise by any of the ACF Indemnified, in connection with any claim, allegation, action or proceeding made or brought by any person against any of the ACF Indemnified arising from or connected with or in any way related or incidental to:

- (a) a decision by ACF to grant the Organisation Accreditation or Provisional Accreditation;

- (b) the Organisation's completion or implementation of, or failure to implement or complete, the Safeguarding Children Program;
- (c) the Organisation's compliance, or any failure to comply, with the Safeguarding Children Program; or
- (d) any act or omission by any person which if done by the Organisation would amount to a breach of this Agreement or the Safeguarding Children Program;

Ongoing Accreditation Assessment Plan means the practical arrangements agreed between the Parties, as may be varied by agreement between the Parties, that will facilitate ACF's assessment of whether the Organisation continues to meet the requirements for Accreditation during the Term of the Accreditation, including arrangements relating to ACF conducting audits from time to time and the Organisation's prompt rectification of any issues identified from those audits;

Parties means the parties to this Agreement and **Party** means any one of them;

Post Accreditation Training and Resources means the training and resources developed by ACF to be used by the Organisation to maintain its accreditation;

Pre-Audit Training Services and Resources means the services and resources developed by ACF to be used by the Organisation to achieve accreditation;

Program Standards means the standards on which the Safeguarding Children Program is based as amended by ACF from time to time;

Provisional Accreditation means a decision by ACF that the Organisation will meet the requirements for being granted Accreditation provided that the Organisation comply with specified recommendations within a specified timeframe;

Provisional Accreditation Reassessment means an assessment by ACF to determine whether the Organisation has satisfactorily complied with the recommendations made by ACF as part of a Provisional Accreditation;

Representative means an employee, officer, director or advisor;

Required Insurance Policies means the insurance policies referred to in clause 9;

Safeguarding Children Program means all or any part of the program called the '*Safeguarding Children Program*' conducted by ACF under which ACF provides accreditation to organisations that comply with the requirements of the program including the Program Standards determined by ACF to be applicable to the Organisation;

Self Assessment Audit means the audit performed by the Organisation as part of its application for Accreditation;

Site Audit means the audit performed by ACF, or another person appointed by ACF, the purpose of which is to determine whether the Organisation should gain Accreditation; and

Term of Accreditation has the meaning specified in clause 2 and includes, as the context requires, any extensions to the Term of Accreditation granted by ACF pursuant to clause 7.

19.2 Interpretation

In this Agreement unless the contrary intention appears:

- (a) a reference to a person includes a reference to a corporation, an association, joint venture, an unincorporated body, partnership, government or local authority or agency or other entity;

- (b) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (c) a reference to time is to Melbourne, Australia time;
- (d) a reference to a Party is to a Party to this Agreement, and a reference to a Party to a document includes the Party's executors, administrators, successors and permitted assigns and substitutes;
- (e) the singular includes the plural and vice versa;
- (f) a reference to any gender includes a reference to all other genders;
- (g) a reference to any legislation or to any provision of any legislation includes a reference to any modification or re-enactment of or any provisions substituted for such legislation or provisions;
- (h) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (i) a period of time dating from a given day or the day of an act or event is to be calculated exclusive of that day;
- (j) if an act required to be done under this Agreement on or by a given day is done after 5.30 pm on that day, it is taken to be done on the following day; and
- (k) a reference to a recital, clause, paragraph, schedule or annexure is to a recital, clause or paragraph of, or schedule or annexure to, this Agreement, and a reference to this Agreement includes any schedule or annexure.

19.3 Headings

Headings are inserted for convenience only and do not affect the interpretation of this Agreement.

19.4 Weekends and holidays

Where any act is required by this Agreement to be done on a given day and that day is not a Business Day then the act is required to be done on the next following Business Day.

19.5 Inclusive expressions

Specifying anything in this Agreement after the words 'including', 'includes' or 'for example' or similar expressions does not limit what else is included unless there is express wording to the contrary.

Schedule 1 – Fees

This Schedule is subject to clause 6 of the Agreement.

Fee	Amount Inclusive)	(GST	When payable
Annual Fee	[\$insert amount]	annual	Within the period commencing on the date on which this Agreement is executed and ending 20 Business Days after that date
Audit Fee (only required if second or subsequent audits is required by ACF)	[\$insert amount]		Within 10 Business Days of a request by the ACF

The Annual Fees in respect of any extensions to the Term of Accreditation granted pursuant to clause 7 of the Agreement are as agreed in writing between the Parties.

Schedule 2 - Accreditation Process

Accreditation Process step **Timeframe**

Implementing policies and procedures that comply with the Safeguarding Children Program	
Undertaking appropriate compliance training as determined by ACF	
Completion of a Self-Assessment Audit	
Implementation to the reasonable satisfaction of ACF of any recommendations from ACF following the Self-Assessment Audit	
Successfully passing a Site Audit	
Implementing policies and procedures that comply with the Safeguarding Children Program	

Executed as an Agreement

SIGNED for and on behalf of **Australian Childhood Foundation** ABN 28 057 044 514 by its duly authorised officer in the presence of:

Signature of authorised officer

Name and position (print)

Signature of witness

Name (print)

SIGNED for and on behalf of **[Insert name of Organisation and ABN]** by its duly authorised officer in the presence of:

Signature of authorised officer

Name and position (print)

Signature of witness

Name (print)

Contact Details:

Mailing Address:

Registered Address :

Attention:

Email:

Australian Childhood Foundation

PO BOX 525, Ringwood VIC 3134

Unit 21, 42 New Street, Ringwood, Victoria 3134

Dr Joe Tucci

jtucci@childhood.org.au

Contact Details:

Mailing Address:

Registered Address :

Attention:

Email:

INSERT RELEVANT ORGANISATION INFORMATION
INSERT RELEVANT ORGANISATION INFORMATION
INSERT RELEVANT ORGANISATION INFORMATION
INSERT RELEVANT ORGANISATION INFORMATION
INSERT RELEVANT ORGANISATION INFORMATION

A young boy with short brown hair, wearing a bright yellow soccer jersey with the number 12 on the back, is sitting on a grassy field. He is looking towards the left of the frame. In the background, there are other people, some in blue and yellow, and a white tent. The scene appears to be an outdoor sports event.

Safeguarding Children Program



Australian Childhood Foundation

safeguardingchildren.com.au

Terms of Reference of Accreditation Panel

Objectives of the Panel

- The Accreditation Panel of the ACF Board exists to provide independent and objective assessment of entities seeking ACF accreditation, or renewal of existing accredited status, as per the requirements of the ACF Safeguarding Children Program.
- The Accreditation Panel is constituted by the ACF Board, and individual Panel Members are appointed by the ACF Board.
- The Accreditation Panel reports to the ACF Board via the Panel Chairperson.



Terms of Reference of Accreditation Panel

Panel Membership and Roles

- Members of the Accreditation Panel, including the Panel Chairperson, are appointed for a three year term.
- Panel Members, including the Panel Chairperson, can be re-appointed at the discretion of the AFC Board.
- The ACF Board can at any time, that it deems necessary or appropriate, cease utilising the services of an appointed Panel Member. The Panel Member will be informed in writing that their services are no longer required.
- A pool of five Accreditation Panel Members will be appointed, including the Panel Chairperson.
- Prior to appointment it will be assessed that Panel Members are held in high regard within their professional fields and have noteworthy relevant careers and expertise. They will also be registered professionals wherever possible, hence subject to a Professional Code of Conduct given their profession.

Terms of Reference of Accreditation Panel

Panel Membership and Roles (cont.)

- National police checks will be required prior to Panel Member appointments.
- The role of Panel Chairperson is permanently assigned to one of the five Panel Member appointees. The Panel Chairperson has specific duties above and beyond the duties of Panel Members. These duties include, but are not limited to reporting the Board, Panel training, organising panel sittings, writing Panel Reports and writing a segment for the ACF Annual Report.
- The Panel Chairperson sits on each Panel. In circumstances where the Panel Chairperson cannot sit, due to illness or a conflict of interest etc., the Panel Chairperson will delegate the role of A/g Panel Chairperson to another Panel Member in consultation with the ACF Board.
- Panel Members are to have current professional indemnity and public liability insurance.



Terms of Reference of Accreditation Panel

Panel Membership and Roles (cont.)

- The Accreditation Panel of the ACF Board exists to provide independent and objective assessment of entities seeking ACF accreditation, or renewal of existing accredited status, as per the requirements of the ACF Safeguarding Children Program.
- The Accreditation Panel is constituted by the ACF Board, and individual Panel Members are appointed by the ACF Board.
- The Accreditation Panel reports to the ACF Board via the Panel Chairperson.



Terms of Reference of Accreditation Panel

Panel Scope and Sitting Procedure

- For an Accreditation Panel to sit, it must comprise three Panel Members, including the Panel Chairperson.
- It is the role of the Panel Chairperson to organise the sitting, with the administrative support of the CEO and staff of the ACF.
- If a Panel Member has a real, perceived or potential conflict of interest they are to notify the Panel Chairperson at the beginning of the process when first contacted to discuss the entity and sitting dates. Depending on the circumstances an alternative Panel Member may sit.
- Panel Members will receive their paperwork in advance of a Panel sitting. Panel Members will ensure that they have considered their material prior to sitting and will also ensure throughout the process that their conduct is at all times in line with ACF policies and the ACF's exemplary professional profile.



Terms of Reference of Accreditation Panel

Panel Scope and Sitting Procedure (cont.)

- The Accreditation Panel will engage with representatives of the entity seeking accreditation (face to face / teleconference) as part of the sitting process.
- In connection with its duties a sitting Panel via the Panel Chairperson is authorised to seek independent legal advice on key issues that may on a rare occasion arise, at the ACF's expense. The Panel Chairperson will consult the CEO of the AFC prior to making contact with a legal professional.
- The Accreditation Panel will always seek to utilise a consensus model of decision making. If however two Panel Members are opposed, the Panel Chairperson will require a vote and have the casting vote.
- Once the Accreditation Panel has finalised its position on an entity's submission, the Panel Chairperson will write the relevant report. Panel Members are to take their own notes throughout the process in preparation for their panel discussion and decision making.



Terms of Reference of Accreditation Panel

Panel Scope and Sitting Procedure (cont.)

- The Accreditation Panel will make one of the following determinations
 - (a) to grant Accreditation to the Organisation;
 - (b) to grant Provisional Accreditation to the Organisation; or
 - (c) to refuse to grant Accreditation to the Organisation.
- In determining to grant Provisional Accreditation, the Panel will set additional conditions required to be achieved by the entity and be presented to the Accreditation Panel within a short timeframe. Non adherence to conditions can result in the Accreditation Panel refusing an entity accreditation.
- An entity has a Right of Appeal if it is denied accreditation. The matter is directed to the President of the ACF Board who will be responsible for establishing a second Panel to revisit the submission in full. The Panel Chairperson will sit on the second Panel with two different Panel Members and review the audit report and any subsequent information provided to it by the entity.

Terms of Reference of Accreditation Panel

Panel Scope and Sitting Procedure (cont.)

- The Accreditation Panel of the ACF Board exists to provide independent and objective assessment of entities seeking ACF accreditation, or renewal of existing accredited status, as per the requirements of the ACF Safeguarding Children Program.
- The Accreditation Panel is constituted by the ACF Board, and individual Panel Members are appointed by the ACF Board.
- The Accreditation Panel reports to the ACF Board via the Panel Chairperson.



Terms of Reference of Accreditation Panel

Remuneration

- Accreditation Panel Members are remunerated. There is an opportunity for Panel Members to donate remuneration to the ACF.
- Remuneration covers general administrative costs (travel / printing / phone). If a Panel is to sit away from metropolitan Melbourne and Panel Members have to travel interstate or into regional areas, costs associated with mileage, accommodation, airfares and taxis will be covered by the ACF.
- Panel Members are to invoice the ACF directly as a 'Panel Member - Consultant' no less than quarterly, and state their agreed fee which is gst inclusive. Where appropriate an ABN should also be supplied.
- The ACF does not pay superannuation in relation to the engagement of Panel Members.



Terms of Reference of Accreditation Panel

Accreditation Panel Training

- Accreditation Panel Training will be conducted by ACF staff and the Panel Chairperson prior to the process commencing.
- Panel Members will meet together every six months to discuss progress, insights, trends or any areas of concern. The Panel Chairperson will facilitate the session and organise it in conjunction with ACF staff. Panel Members have an opportunity to suggest improvements to the process at this session.



Terms of Reference of Accreditation Panel

Public Engagement and Confidentiality

- The Panel Chairperson is to write an annual Panel Report for the Board's consideration. It will be presented to the ACF Board prior to inclusion. The Panel Report will take into account the views of all Panel Members (refer to 5.2).
- If required and as appropriate the Panel Chairperson may be asked to engage in public forums, or with the media, by the CEO or ACF President.
- Panel sittings are confidential processes and Panel Members are required to adhere accordingly.
- Panel Members, including the Chairperson will not engage with the media without the consent of the ACF President.

