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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. Only those activities where use of force, or potential use of force (including intrusive or coercive acts) is not involved are considered DACC.

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

Accountable Authority Instruction 10—Managing Relevant Property

Instrument of Delegation and Authority

AAI 6 Managing Defence Money – Attachment C – Decision Not to Charge for DACC

Cost Recovery Policy

DI(G) FIN 12–1 —The Control of Fraud in Defence and the Recovery of Public Monies

Defence Estate Civil Use Policy

DI(G) ADMIN 63–1—Management of land affected by unexploded ordnance

Defence Philanthropic Manual

SI (NA) OPS 03-03 - Flypasts, Flying Displays and Handling Demonstrations - DASR SPA 30

SI(AVN)OPS 3-104: Flying and Static Displays

AC SI(OPS) 03–08—Flypasts and Flying Displays

AC SI(OPS) 4-10 Joint Personnel Recovery

Defence Logistics Manual (DEFLOGMAN) Part 2 Vol 5 Chapter 29

DI(G) PERS 25–7—Gifts, Hospitality and Sponsorship

Defence Safety Manual (SafetyMan)

Defence Media and Communication Policy

Defence Health Manual, Volume 2, Part 4, Chapter 7 – Provision of Emergency Health Support to Civilians

Joint Directive 03/2018 (available from DSN)

Defence Information Management Policy (TBA)

Defence Implementation Plan Women, Peace and Security National Action Plan

Defence Lessons Policy (yet to be issued).
1.8 Related instruments include:


b. Framework for Enabling Defence Capability (FEDC) defines the arrangements in place by which Estate and Infrastructure Group (E&IG) provides products and services to other Groups and Services within Defence.

1.9 Related documents, publications and legislation include:

a. Concept Plan CHARLEMAGNE – the latest version of this document should be obtained from Headquarters Joint Operations Command (HQJOC).

b. Australian Government Crisis Management Framework—Version 2.2 dated December 2017

c. Australian Government Disaster Response Plan (COMDISPLAN)—Version 2017

d. Australian Disaster Preparedness Framework—Version 2018

e. National Disaster Risk Reduction Framework—Version 2018


g. Defence Act 1903

h. Defence Regulation 2016

i. Defence Force Discipline Act 1982

j. Work Health and Safety Act 2011

k. Public Governance, Performance and Accountability Act 2013¹ (PGPA Act)

l. Public Governance, Performance and Accountability Rule 2014 (PGPA Rule)

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 who is 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 facilitate DACC support. They also provide strategic advice to MSC and HQJOC on potential emergency requests for assistance and act as the working level Defence representative within the state or territory emergency management agency.

**Base Manager** (BM). A public servant of the Estate & Infrastructure Group (E&IG) appointed as the BM with authority, responsibility and accountability, through E&IG line management, for base support management and services including security support services. The BM will, in consultation with the Senior ADF Officer (SADFO) and Head Resident Units (HRUs), coordinate and administer whole-of-base support functions such as security, work health safety and emergency management planning.

**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](https://www.defence.gov.au/ceremonial/Default.asp) 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.

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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.

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

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 commander has the authority to 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 commander 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.

DACC Commander. Is appointed by the CDF, following CJOPS recommendation, where the scale of the support spans the jurisdiction of multiple responding units or where the initial DACC response is likely to migrate to a DACC 2, 3 or 5 category.

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.
DOTAM is the Director of Operations & Training Area Management. DOTAM is directly responsible for managing the regional Joint Operations Support Staff (JOSS) roles and responsibilities.

**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.\(^3\)

**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.

**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.

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\(^3\) [Emergencies Act 2004 (ACT) s 4 (definition of ‘emergency’); State Emergency and Rescue Management Act 1989 (NSW) s 4(1); Emergency Management Act 2013 (NT) s 8 (definition of ‘emergency’); Public Safety Preservation Act 1986 (Old) s 4 (definition of ‘emergency situation’); Disaster Management Act 2003 (Old) ss 13 (meaning of ‘disaster’), 16 (meaning of ‘event’); Emergency Management Act 2004 (SA) s 3; Emergency Management Act 2006 (Tas) s 3 (definition of ‘emergency’); Emergency Management Act 1986 (Vic) s 4 (definition of ‘emergency’); Emergency Management Act 2005 (WA) s 3 (definition of ‘emergency’).]
**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.

**JTF/JTG LO** means a Joint Task Force or Joint Task Group designated liaison officer, who will be 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. This complements the role of the ADFLO; however, on appointment of the JTF/JTG LO, the ADFLO may be required to re-posture to support wider organisational requirements at a strategic level. The JTF/JTG LO is not assigned for strategic level advice to MSC and HQJOC on potential emergency support, instead, the JTF/JTG LO provide tactical and operational level advice for effects based planning.

**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.

**Net Additional Costs.** Net additional costs (NAC) are those direct costs incurred by Defence in the production of a specific Defence product or activity for which Defence has not been appropriated for (in other words, for which Defence has not received funding from Government).

**Non-emergency Assistance.** Assistance which is not immediate, urgent and for the purpose of responding to or mitigating and 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.
Record. 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. Defence has a legal obligation to retain all records from the conduct of Defence operations and those 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.

Recovery support is ‘the coordinated process of supporting affected communities in the re-construction of the built environment and the restoration of emotional, social, economic, built and natural environment wellbeing.’

Public event of significance (PES). This is a request for Defence assistance (DACC 5) where the activity, due to its size and/or public profile where Defence reputation may be affected, is managed via PES criteria and a selective program that is authorised by the Minister of Defence.

Resources includes personnel, equipment, stores, supplies and Defence Estate (land, buildings and infrastructure), plus expenditure from the Defence budget on training, administration, personnel support, equipment operation, repair, maintenance and supply.

Senior ADF Officer (SADFO) is a senior military officer of a Defence base or bases. In cases where the base supports predominately one Service, the relevant Service Chief will appoint the SADFO. Where there is more even representation from different Services on the base, the appointment will be made in consultation between the relevant Service Chiefs. The SADFO will, in addition to their primary operational or capability support role, be responsible for coordinating and leading designated whole of base matters.

Unit means 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 means an officer appointed as the commander of an ADF unit, ship, base, joint unit and joint support force, manager of a Defence Estate and Infrastructure Group (E&IG) business unit, Base Manager (BM) or a Defence Science and Technology Group (DSTG) laboratory, although noting civilians cannot exercise command powers as such. 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.

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4 As described in the Australian Emergency Management Glossary.
CHAPTER 2
OVERVIEW OF DACC

INTRODUCTION

2.1 The demands of Defence’s core business, defending Australia and its national interests, have always governed Defence’s capacity to provide assistance to the Australian community. Historically, in times of high operational tempo, Defence has consistently assessed its capacity to provide assistance to the civilian community against priorities for force generation and the sustainment of deployed forces. The 2019-2020 bushfire season and the COVID-19 pandemic have highlighted the essential contributions of Defence during periods of national emergency.

2.2 This manual provides information for DACC procedures (Part A) and category-specific descriptions (Part B).

2.3 The provision of DACC requires a continuous evaluation of the readiness of the Defence resources necessary to achieve the Australian Government's expected Defence outcomes. Specifically, the Chief of the Defence Force Preparedness Directive (CPD) and Defence Requirements Management Module (DRMM) provides the preparedness requirements that will allow Defence to meet the expectations of the Australian Government in times of emergency under Defence Response Options 5 and 6.5

DACC CATEGORIES

2.4 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 emergency assistance (DACC 2)

   (3) Category 3 – emergency 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)

5 The CPD and DRMM reside on the DSN.

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(3) Category 6 – law enforcement assistance (DACC 6).

2.5 More details on each of the DACC categories is provided in Part B of this Manual.

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 assistance in emergency situations, Headquarters Joint Operations Command (HQ JOC), Duty Watch Supervisor on 02 6128 4331 hqjocjor.watchcomd@defence.gov.au; or

c. for assistance in non-emergency situations, Military Strategic Commitments Division (MSC) on email msc.domestic@defence.gov.au.

Annex:
2A Non-emergency Assistance
Figure 2A–1: Flowchart to determine appropriate DACC category

- Is the requested support likely to require use of force (including intrusive or coercive acts) by Defence? YES → This is not DACC – Reconsider as DFACA
NO → Does the requested support fit any of the other examples listed in Key Principle Three of the DACC Policy? YES → This is not DACC
NO → Is requested support only for the use of Defence land, buildings or infrastructure? YES → This is not DACC – Reconsider as Civil Use of Defence Estate (see Civil Use Policy)
NO → Does the requested support require deliberate and decisive action to protect human life, prevent and/or alleviate suffering, prevent extensive loss of animal life or prevent widespread loss and damage to property? YES → Is the requested support likely short-term and within the resources of a SADPO or Unit? YES → DACC 1
NO → Is the requested support for large scale assistance to Government for dealing with a major ongoing civil emergency or disaster? YES → Has COMDISPLAN been activated? YES → DACC 2
NO → Is the requested support for recovery from a civil emergency or disaster? YES → Has COMDISPLAN been activated? YES → DACC 3
NO → Is the requested support for non-emergency assistance within the resources of a Unit or SADPO up to an estimated cost of $10,000? YES → DACC 4
NO → Is the requested support for any other type of significant non-emergency assistance except for assistance to law enforcement? YES → DACC 5
NO → Is the requested support for assistance to civil authorities in the performance of law enforcement related activities? YES → DACC 6
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) 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 execute non-emergency DACC support involving two or more Services

d. approve the execution of DACC support in accordance with the approval authorities in Table 1 of the DACC Policy

e. exercise the decision for the waiver of cost recovery for DACC support in accordance with AAI 6 Managing Defence Money – Attachment C – Decision Not to Charge for DACC.

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. approve single or multi-Service DACC 5 and 6 in accordance with the approval authorities in Table 1 of the DACC Policy

c. exercise the decision for the waiver of cost recovery for DACC support in accordance with AAI 6 Managing Defence Money – Attachment C – Decision Not to Charge for DACC

d. coordinate the preparation of ministerial level documentation pertaining to DACC.

3.4 Chief of Joint Operations (CJOPS):

a. command and control designated emergency DACC support

b. manage emergency DACC in accordance with this manual

c. when directed, coordinate the provision of non-emergency DACC where more than one Service is committed to provide support

d. 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 document

e. initiate action for the allocation of a Work Breakdown Structure (WBS), in addition to the DACC fund number, for coding significant DACC support activities.

3.5 Service Chiefs or Deputy Service Chiefs as delegated:

a. execute single Service non-emergency DACC support activities

b. as directed, assign single Service capabilities to CJOPS for engagement on emergency DACC support

c. as directed, provide single Service capabilities to support VCDF or CJOPS coordination and execution of non-emergency DACC support

d. approve single Service DACC 5 and 6 in accordance with the approval authorities in Table 1 of the DACC Policy

e. exercise the decision for the waiver of cost recovery for DACC support in accordance with AAI 6 Managing Defence Money – Attachment C – Decision Not to Charge for DACC

f. ensure all requests for Defence assistance from the community-at-large for single Service DACC support is 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.

3.6 Defence Finance Group (DFG):

a. through the Business Costing and Cost Recovery Directorate:

   (1) review cost estimates for DACC support and provide resource implication comments or advice for First Assistant Secretary Financial Performance and Management (FAS-FPM) to clear financial aspects of DACC cost waivers where two or more Services are committed to the support (e.g. Public Events of Significance (PES) program) or a single Service is committed to the support and direct cost exceeds $100,000

   (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 waivers in accordance with AAI 6 Managing Defence Money – Attachment C – Decision Not to Charge for DACC

   (3) submit Outcome 1 information to Ministerial and Executive Coordination and Communication Division (MECC) for inclusion in the Portfolio
Budget Statements, Portfolio Additional Estimates Statements and in the Defence Annual Report.

3.7 **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 [DACC policy](#) and procedures

d. coordinate the provision of non-emergency DACC (including activities on the PES 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. approve single or multi-Service DACC 5 and 6 in accordance with the approval authorities in Table 1 of the [DACC Policy](#)

g. exercise the decision for the waiver of cost recovery for DACC support in accordance with [AAI 6 Managing Defence Money – Attachment C – Decision Not to Charge for DACC](#)

h. represent Defence interests in interdepartmental committee meetings

i. coordinate ADF representation and liaison at strategic level interdepartmental event focused committee meetings

j. act as the Defence lead for HRWS preparation activities in support of Emergency Management Australia (EMA)

k. coordinate the preparation of ministerial level documentation pertaining to designated non-emergency DACC

l. prepare and submit for MINDEF approval the annual Public Events of Significance (PES) program

m. prepare a report for the SEC/CDF on all DACC support on an annual basis.

3.8 **Commander JTF (when formed):**

a. exercise command and control of authorised DACC support in accordance with CDF delegations and authorities

b. approve DACC requests within limits of authorised delegation
c. maintain key senior leadership engagement with state and territory emergency management agencies in consultation with the regional JOSS

d. coordinate JTF representation and liaison at state and territory level Emergency Operations Centres in consultation with the regional JOSS

e. appoint subordinate Commanders and Joint Task Groups or Units as required

f. provide annual pre-HRWS assurance of JTF readiness

g. maintain situational awareness of DACC support and issues pertaining to relevant force assigned units and elements, in consultation with the regional JOSS

h. ensure that a consolidated post activity report is completed and provided to HQJOC and the relevant JOSS within 28 days of the cessation of DACC support

i. ensure relevant reporting to HQJOC and MSC.

3.9 First Assistant Secretary Strategic Policy (FASSP) on behalf of Deputy Secretary Strategy Policy & Intelligence (DEPSEC SP&I):

a. ensure the strategic policy settings for DACC are commensurate with Australian Government direction for Defence support in times of domestic emergency.

3.10 First Assistant Secretary Service Delivery (FASSD), Estate and Infrastructure Group (E&IG):

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. approve DACC pertaining to E&IG in accordance with the approval authorities in Table 1 of the DACC Policy

d. exercise the decision for the waiver of cost recovery for DACC support in accordance with AAI 6 Managing Defence Money – Attachment C – Decision Not to Charge for DACC

e. as directed, assign Group capabilities to CJOPS for engagement on emergency DACC support and DACC operations

f. as directed, provide Group capabilities to support VCDF and CJOPS coordination and execution of non-emergency DACC supports
g. oversee maintenance of accurate records regarding Defence support to all DACC requests.

3.11 **Assistant Secretaries Finance (ASFINs):**

a. review DACC cost recovery waivers and provide resource implication comments or advice for the financial approver in accordance with AAI 6 Managing Defence Money – Attachment C – Decision Not to Charge for DACC

b. review all DACC 4, 5 and 6 cost estimates for the group to ensure that the financial components are correct and in accordance with relevant policy

c. initiate action for the allocation of a WBS, in addition to the DACC fund number, for DACC 1, 4, 5 and 6 support as required.

3.12 **Regional Senior ADF Official (normally local Brigade Commander):**

a. maintain key habitual relationships with state and territory emergency management agencies, even when DACC is not required

b. receive annual regional pre-HRWS briefings

c. participate in state and territory HRWS planning and tabletop exercises

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. ensure local Defence resources and personnel within their control are suitably prepared for significant emergencies, in particular ahead of the HRWS

3.13 **Director Operations and Training Area Management (DOTAM), E&IG:**

a. command and control regional Manager Joint Operations Support Staff (MJOSS) through the Deputy DOTAM

b. as directed, assign relevant DOTAM capability to CJOPS for engagement as ADF Liaison Officers (ADFLO) on activation of emergency DACC support and DACC operations

c. ensure a clear division of JOSS responsibilities in accordance with extant orders and force assignment

d. collect and maintain reporting data of all DACC activity for annual, biannual and periodic reporting as required

e. ensure that observations, insights and lessons are entered into the Defence Lessons Repository IAW the Defence Lessons Policy (TBI).
3.14 **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 JOSS ADFLO relationships

b. deploy local ADF Liaison Officers (ADFLO) to their Local Emergency Operations Centre where no existing JOSS or JTF liaison officer is present

c. approve DACC 1 and 4 support within their command delegation in accordance with the approval authorities in Table 1 of the [DACC Policy](#)
d. coordinate the provision of DACC assistance in consultation with the regional MJOSS and in accordance with this policy

e. exercise the decision for the waiver of cost recovery for DACC support in accordance with [AAI 6 Managing Defence Money – Attachment C – Decision Not to Charge for DACC](#)

f. maintain situational awareness of DACC support and issues pertaining to relevant resident units and base responsibilities

g. ensure that a Post Activity Report⁶ is completed and a copy provided to the relevant JOSS within 28 days of the cessation of DACC support

h. ensure relevant reporting to Service or Group headquarters.

3.15 **Base Manager (BM):** has authority, responsibility and accountability, through E&IG 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 JOSS ADFLO relationships

b. action DACC requests for the use of the Defence Estate, contracted services, and non-ADF DACC assistance 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

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⁶ 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.
d. as 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.

3.16 Unit Commanders:

a. approve, command and control DACC 1 and 4 support and report within 24 hours of acceptance of the request for assistance

b. be prepared to contribute to, or execute, CJOPS directed emergency DACC support and DACC operations

c. be prepared to contribute to, or execute, VCDF or CJOPS coordinated non-emergency DACC support

d. be prepared to contribute to, or execute, single Service non-emergency DACC

e. exercise the decision for the waiver of cost recovery for DACC support in accordance with AAI 6 Managing Defence Money – Attachment C – Decision Not to Charge for DACC

f. when the estimated net additional cost of a potential DACC 4 support exceeds $10,000, seek Deputy Service Chief/FASSD 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 Policy (TBI)

k. where appropriate, complete a post activity report and provide it to the relevant JOSS within 28 days of the cessation of DACC support

l. ensure relevant reporting to Service or Group headquarters.
3.17 Manager Joint Operations Support Staff (MJOSS):

a. In accordance with Joint Directive 03/18, act as the primary state/territory/local government and local community point of contact, and Defence representative, for all DACC requests

b. establish and maintain an enduring working relationship with relevant government authorities and key officials responsible for civil emergency and 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 the Defence organisation

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 and processed in accordance with the policy and procedures detailed in this policy and the DACC Manual

f. as directed by CDF Order or DOTAM, provide ADFLO at relevant regional, state or territory Emergency Operations Centre (EOC) to represent CJOPS for emergency DACC support and DACC operations

g. 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 PES

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

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 Policy (TBI).

3.18 Civil Military Police Advisors (CMPA) provided by the Services and trained by the Australian Civil-Military Centre (ACMC):

a. support a collaborative operating environment between Australian Defence Force (ADF) personnel, Civil Society Organisations (CSO), Australian

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7 Available on DSN
Edition 3 AL0
Government, state/territory and local government agencies and local stakeholders

b. support clear and concise communication channels

c. ensure an accessible information flow across key stakeholders

d. provide balanced, unbiased advice to the Joint Task Force Commander (CJTF) in support of operational planning and management of Defence reputation.
CHAPTER 4

DACC COMMAND AND CONTROL

4.1 Command and control of DACC 1, 2, and 3 will be executed using the extant HQJOC/Service/Group chain of command. Command and control of DACC 4, 5, and 6 will be initiated using the HQJOC/Service/supporting unit or supporting element chain of command.

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

4.3 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 EXECUTO by Military Strategic Commitments Division (MSC). HQJOC would then coordinate the formation of a JTF and/or appointment of a DACC Commander.

4.4 As a Unit Commander, the JTF Commander is able to accept and complete DACC 1 tasks as required. Any DACC 2 or 3 requests for assistance must be submitted via EMA for consideration by CDF or executed in accordance with ordered delegations.

4.5 DACC Indicative Support models are located at Annex 4A.

COORDINATION

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

Table 4–1: DACC coordination for specific categories

<table>
<thead>
<tr>
<th>DACC</th>
<th>Coordinating authority</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SADFO or Unit Commander (through respective Force Commander) in consultation with regional JOSS. HQJOC and MSC is to be informed of ADF commitment to DACC 1 support ASAP (NLT 24 hours) through the HQJOC Joint Operations Room Watch Commander. HQJOC, in consultation with MSC, to consider elevation to another DACC category if required.</td>
</tr>
<tr>
<td>2</td>
<td>When Director General EMA activates COMDISPLAN and formally request Defence assistance, MSC assumes strategic coordination, HQJOC conducts operational planning and execution, and may establish an HQJOC LO in EMA. MSC to seek CDF approval.</td>
</tr>
</tbody>
</table>
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<td>When Director General EMA activates COMDISPLAN and formally request Defence assistance, MSC assumes strategic coordination, HQJOC conducts operational planning and execution, and may establish an HQJOC LO in EMA. MSC to seek CDF approval.</td>
</tr>
<tr>
<td>4</td>
<td>SADFO or Unit Commander in consultation with regional JOSS</td>
</tr>
<tr>
<td>5</td>
<td>Single Service/Group — Force Command HQ/Group lead in consultation with regional JOSS. Multi-Service — MSC will appoint a lead Service/Group to coordinate in consultation with regional JOSS. Large scale Defence assistance may require MSC/HQJOC coordination.</td>
</tr>
<tr>
<td>6</td>
<td>Single Service/Group — Force Command HQ/Group lead in consultation with regional JOSS. Multi-Service — MSC will appoint a lead Service/Group to coordinate in consultation with regional JOSS. Single or multi-Service/Group — law enforcement assistance of an urgent and/or sensitive nature — MSC lead coordination</td>
</tr>
</tbody>
</table>

Annex:
4A DACC Indicative support models
DEFENCE ASSISTANCE TO THE CIVIL COMMUNITY INDICATIVE SUPPORT MODELS

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

Notes

1. For minor DACC 2 support tasks, Task Elements are force assigned from the Services under Theatre Command of CJOPS. The Services retained Administrative Control of the Task Elements through the various Service Commands and their subordinate commands.

2. 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 JOSS will work in direct support of this JTF.
Figure 4–2: Indicative National Emergency DACC Support Model

Indicative National Emergency DACC Support Model

[Diagram showing various strategic directions, liaisons, and support models related to emergency DACC operations.]
CHAPTER 5
HIGH RISK WEATHER SEASON PREPARATIONS

5.1 Prior to the 1 October each year\(^8\), Defence is to ensure an appropriate level of High Risk Weather Season (HRWS) preparation through the following mechanisms:

a. review of the previous HRWS and the conduct of a lessons board
b. review of extant DACC policy, procedures and Defence emergency assistance plans
c. analysis of the HRWS meteorological forecast
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. Emergency Management Australia (EMA) 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.

\(^8\) The Defence HRWS runs from 1 October to 30 April to include the Australian cyclone season (November to April) and the southern Australia bushfire season (the NSW statutory bushfire danger period runs from 1 October to 31 March).
HWRS ENGAGEMENTS WITH GOVERNMENT STAKEHOLDERS

5.5 Defence will engage with and support EMA 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 allow for an understanding of Defence capabilities which will likely be available during the HRWS.

DEFENCE REPRESENTATION AT FEDERAL, STATE/TERRITORY, REGIONAL AND LOCAL STANDING COMMITTEES

5.7 National level. MSC will represent Defence at standing and on-occurrence national level emergency management committees. HQJOC, the Headquarters 2nd Division (JTF 629) and DOTAM may also attend (in coordination with MSC) as advisers or liaison officers.

5.8 State/territory and regional level. The relevant regional JOSS will represent Defence at standing emergency management committees at state/territory level or at regional\(^9\) level. Other parts of Defence may send liaison officers in coordination with the JOSS.

5.9 Local level. Defence representation at any standing local\(^{10}\) emergency management committees (where appropriate) is coordinated by the relevant regional JOSS. This representation will usually be provided by a SADFO/BM or a local unit Commanding Officer, where appropriate, based upon existing relationships with local councils and community representatives.

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.

5.11 The Australian Civil-Military Centre (ACMC) is responsible for the development of pre-HRWS and DACC awareness packages for inclusion in career continuum and planning courses (command designate courses, WO promotion

\(^{9}\) ‘Regional’ in this context refers to regions established by the relevant state/territory emergency management agencies.

\(^{10}\) ‘Local’ in this context refers to any level below regional.
courses, JOSS induction programs), and ADFLO engagements with regional emergency management agencies.

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.

5.13 HQJOC is to define and manage the creation of joint collective training, force preparation and reception, staging, onwards movement and integration training packages in support of strategic and operational objectives.

HRWS LESSONS

5.14 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 Policy (to be issued). When a Joint Task Force (JTF) headquarters is established, a dedicated lessons management function is to be included and resourced within this headquarters from initiation.

5.15 Formal lesson reviews are to occur when a DACC operation ceases with the outcomes of the lesson review included in the Defence Lessons Repository. 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).

5.16 DOTAM is to conduct a review of the OILS arising from non-emergency DACC support contained on the DACC database.

5.17 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.

5.18 At the end of the HRWS, there is to be a lessons board reviewing all DACC OILs raised to inform reviews of policy, process, training and preparation for the next HRWS.

a. **Defence-level lessons board.** MSC is responsible for coordinating the conduct of an annual Defence-level lessons board after the HRWS, involving HQJOC, Services and Groups.

b. **Whole-of-Government lessons board.** AMC may be tasked to coordinate Defence’s input into any lessons boards conducted at the Australian Government or national levels.

c. **Other lessons boards.** Other headquarters and units involved in DACC activity during the HRWS are to convene their own lessons board to inform their contributions to the Defence-level lessons board.
CHAPTER 6

PUBLIC EVENTS OF SIGNIFICANCE

6.1 Where Defence is requested to support certain high-profile public events or activities, Defence will designate these as Public Events of Significance (PES). Before a request for Defence assistance is designated as PES, the DACC Policy (Key Principle 3 – DACC Suitability) is to be consulted. The criteria for a PES designation generally includes a combination of the following:

a. if there are reputational considerations that will attract ministerial or CDF attention
b. national or state level media interest
c. where there is a large community audience.

6.2 A key focus of Defence’s participation involvement in PES is to engage with the community and highlight Defence’s role. ADF participation in these events should aim to enhance the image and reputation of Defence and demonstrate the capabilities, discipline and professionalism of the men and women who serve the nation. Defence participation in these events helps to maintain links with the community it serves and provides substantial public affairs and/or recruiting opportunities for Defence.

RELATIONSHIP BETWEEN PES AND DACC 5

6.3 PES and DACC 5 both involve Defence participation in significant civilian-led activities and share similar considerations. All PES is actually defined as DACC 5; however, in accordance with the criteria listed above and strategic guidance, not all DACC 5 is considered as PES.

6.4 Conversely, DACC 5 includes types of support which, although significant in resources involved, may not necessarily involve a high-profile event.

STRATEGIC GUIDANCE

6.5 Defence support to non-emergency civilian sponsored events is to be carefully considered with respect to the DACC Policy suitability considerations 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
PES Program activities 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.

USE OF AVIATION ASSETS FOR DEFENCE ASSISTANCE TO THE CIVIL COMMUNITY EVENTS

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

6.7 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 PES Program or 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.

6.8 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 AAI 6 Managing Defence Money – Attachment C – Decision Not to Charge for DACC. It is still, however, to be registered as DACC 5 support.

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

a. Navy — SI (NA) OPS 03-03 - Flypasts, Flying Displays and Handling Demonstrations - DASR SPA 30

b. Army — SI(AVN)OPS 3-104: Flying and Static Displays


PUBLIC EVENTS OF SIGNIFICANCE PROGRAM

6.10 The PES Program is a consolidated schedule of high profile DACC 5 events that is submitted biannually for approval by the Minister for Defence (MINDEF) 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). MINDEF endorsement of the PES Program also provides the waiver for cost recovery for all events on the schedule.

6.11 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. However, if they are...
in support of a PES—and recommended for a cost waiver—MSC will staff separate ministerial correspondence as required.

PROCESS

6.12 MSC will convene a PES Program Working Group meeting each March and August to consider events (including significant DACC 5) for inclusion in the PES Program. The PES Program Working Group is comprised of personnel from MSC Branch; the three Services; relevant Service/Group event coordinators; Estate and Infrastructure Group; Defence Finance Group; Defence Force Recruiting (DFR); Defence Ceremonial; and Media and Communication Branch, including relevant regional public affairs managers via telephone. It is essential attendees are authorised to make decisions on behalf of their Group/Service.

6.13 On the basis of PES Program Working Group deliberations, MSC will prepare the draft PES Program Ministerial Submission and will seek stakeholder clearance of this draft. The approved PES Program will then be issued via a CDF TASKORD.

COORDINATION

6.14 **Single Service/Group Support.** PES support provided by a single Service or Group is coordinated by the Service/Group, including Service/Group event coordinators for public affairs activities, in consultation with JOSS. If the provision of assistance is conducted under the auspices of another formal arrangement, the Service involved is only required to advise the relevant JOSS of the event.

6.15 **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.

6.16 **Public Affairs and Recruiting.** The lead Service/Group event coordinator will liaise directly with external event organisers to maximise public affairs opportunities arising from PES events. 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. As a result, Defence Force Recruiting (DFR) may leverage PES activities for recruiting priorities.

WITHDRAWAL OF COMMITMENT

6.17 The level of ADF assistance approved for a PES support task should be viewed as the maximum commitment. PES 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.
6.18 The approving officer for Defence support to PES is MINDEF. MINDEF will be requested to approve PES support events by approving a six-month PES Program, rather than approving individual PES events.

COST, INDEMNITY AND INSURANCE

COST RECOVERY WAIVER

6.19 Where Defence provides support that has been endorsed in the PES Program, Defence also waives the requirement for cost recovery for that support. MINDEF authorises this waiver as part of approving the PES Program.

COST ESTIMATE

6.20 Regardless of the cost recovery waiver, any Defence support to PES will require a cost estimate utilising the Cost Recovery Calculator.

6.21 Navy community engagement program assets and Air Force public affairs assets (including the Roulettes, RAAF Museum historic aircraft, RAAF Band and the RAAF balloon) are costed, funded and approved by respective Services and Groups. When these assets are used as part of the PES Program they are not subject to costing requirements and cost recovery is not sought.

INSURANCE AND INDEMNITY

6.22 The requesting organisation for an event on the PES Program will be expected to have the same insurance and indemnity requirements as for DACC 5 support.
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.

7.2 DACC approval authorities 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, Commanders 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.

WORK HEALTH AND SAFETY

7.3 DACC support is subject to work, health and safety requirements. Defence members 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. Whilst the Work Health and Safety Act 2011 (WHS Act) defines a Defence member as an emergency services worker when engaged in civil or disaster relief operations, this does not exempt Defence members from its application.

7.4 Safety risks must also be assessed and managed according to the requirements of the Work Health and Safety Act 2011 (WHS Act) and 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 members on a regular basis throughout the DACC support.

7.5 Where there is sufficient time before approval, a formal risk assessment must be undertaken in accordance with AS ISO 31000:2018 'Risk Management—Principles and Guidelines'. This will assist the Commander in assessing the risks associated with accepting to provide DACC support and determining additional controls to either eliminate the risk or where this is not possible to reduce risk to as low as is reasonably practicable. If there is not sufficient time prior to approval, a formal risk assessment must be completed as soon as practicable after approval is given and before the commencement of support.

7.6 The Commander of force elements assigned to DACC support must exercise due diligence to ensure that his/her force elements are properly qualified, prepared and resourced to undertake DACC support safely.
7.7 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: http://www.defence.gov.au/whs/incident-reporting/. Incidents occurring in remote areas are required to be reported in Sentinel. 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.

7.8 In addition fatalities, serious injuries/illnesses and dangerous incidents must be notified to the WHS Regulator, Comcare. Reference Defence Work Health and Safety Incident Reporting Policy and Guidance.

7.9 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.

7.10 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.

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

MANAGING LEGAL AND FINANCIAL RISKS THROUGH INSURANCE AND INDEMNITY AGREEMENTS

7.12 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 DACC request in order to reduce the legal risk to Defence. Notwithstanding these options, there is likely to be residual legal risk.
7.13 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.

7.14 It is also important to clarify the practical arrangements for the support (including, for example, clearly specifying the required Defence assets). Therefore, 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.

7.15 **Templates.** Defence has a set of standard templates available at Annexes 7A-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 must be formalised in between the parties and will generally take the form of either a:

a. Memorandum of Understanding (MoU)

b. Deed (long form)

c. Deed (short form) as appropriate.

7.16 **Modifying Templates.** Upon consultation with an appropriate Defence legal representative (local command Defence legal or if this is unavailable, MSC Legal), 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.

7.17 The templates at Annexes 7A to 7C contain instructions for the completion of the document by Defence personnel.

7.18 **Choosing which Template.** In order to determine which template agreement should be used, it will be necessary for Defence personnel to assess the nature of the entity seeking assistance.

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

c. always consider the complexity of the assistance being provided when determining which Deed template (long or short) is best suited.
7.19 If there is any query or ambiguity in relation to the terms and conditions of a template, or the broader legal aspects of a DACC support, Defence Legal should be consulted through your local command Defence legal office.

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

a. non-legally binding arrangement

b. can only be used with other Commonwealth Government bodies (excluding corporate/Commonwealth entities and states and territories)

c. is not required prior to providing DACC 1 support, or when DACC 2 or 3 support is provided under a CDF TASKORD.

7.21 **DACC Deed (long form)** see Annex 7B:

a. used for all support to state governments and state government entities (e.g. councils and rural fire services), also used for large private or commercial entities

b. often it is used for a nil cost or nil fee arrangement but can be used if costs are paid

c. should be signed prior to commencement of the activity

d. should be signed in accordance with the signature block contained in the template.

7.22 **DACC Deed (short form)** see Annex 7C

a. is used for simple, low risk support to individuals or small entities

b. often it is used for a nil cost or nil fee arrangement but can be used if costs are paid

c. should be signed prior to commencement of the activity

d. should be signed in accordance with the signature block contained in the template.
Table 7–1: Applicability of MoU and long or short form Deeds for each DACC category

<table>
<thead>
<tr>
<th>DACC Cat</th>
<th>MOU</th>
<th>Deed (long form)</th>
<th>Deed (short form)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cat 1</td>
<td>Not required</td>
<td>Not used</td>
<td>Not used</td>
</tr>
<tr>
<td>Cat 2</td>
<td>Yes</td>
<td>Not used</td>
<td>Not used</td>
</tr>
<tr>
<td>Cat 3</td>
<td>Yes</td>
<td>Not used</td>
<td>Not used</td>
</tr>
<tr>
<td>Cat 4</td>
<td>Can be used</td>
<td>Can be used</td>
<td>Most appropriate</td>
</tr>
<tr>
<td>Cat 5</td>
<td>Can be used</td>
<td>Most appropriate</td>
<td>Can be used</td>
</tr>
<tr>
<td>Cat 6</td>
<td>Can be used</td>
<td>Most appropriate</td>
<td>Can be used</td>
</tr>
</tbody>
</table>

7.23 If there is any doubt about which Deed template to use, Defence Legal must be consulted, through your local command legal office.

7.24 **Accompanying requirements.** The completed DACC template should be signed by both parties prior to the commencement of the activity. In either case any signed version is to be accompanied by a list of Commonwealth-supplied resources in ASDEFCON format:

a. 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.

b. 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.

7.25 The Loan or Hire template will need some amendments to avoid duplication or inconsistency of terms.

**WHO CAN SIGN**

7.26 **Recipient.** Ensure that the person signing the instruments on behalf of the recipient is empowered and authorised to do so. If a company or common seal must be affixed to the Deed (or other binding agreement), ensure that this is 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. Unless local assistance is being provided pursuant to DACC 1 or DACC 4, it is appropriate that the appropriate agreement is signed by the nominated official (or delegate).

7.27 **Defence.** It is important to ensure that the person signing the MoU or Deed on behalf of Defence is authorised in accordance with the Instrument of Delegation and Authority.

7.28 Two identical originals of the MoU or Deed should be prepared and signed: one should be retained by Defence and the other should be retained by the DACC.
recipient. The relevant Joint Operations Support Staff (JOSS) office is responsible for completing the MOU or Deed/Agreement template.

7.29 Should the recipient of DACC seek to vary or amend the standard terms of the MoU or Deed, the request must be provided to Military Strategic Commitments (MSC) or the relevant Service Headquarters (as appropriate), who may need to consult with Defence Legal.

INDEMNITY AND INSURANCE

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

7.31 Defence may require the 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.

7.32 Defence may also require the DACC recipient to offer 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. The template Deeds include an indemnity clause.

7.33 The general insurance requirements imposed by Defence for DACC often include public liability insurance and depending on the activity products liability and worker’s compensation insurance. The Commonwealth may elect not to insist on public liability insurance where it is cost prohibitive and where Defence members 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 for a particular DACC support, Defence Insurance can provide assistance and guidance.

INDEMNITY

7.34 DACC 1 and 2. Defence does not require 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 recorded.

7.35 DACC 3 and 5. 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.

7.36 DACC 4. The SADFO or Unit Commander should ensure a Deed containing an indemnity form, where appropriate, is signed by the DACC recipient.
7.37  **DACC 6.** There is no requirement for law enforcement agencies to indemnify the Commonwealth.

7.38  **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 have signed a Deed then the indemnity is included within that document.

**INSURANCE**

7.39  **DACC 1 and 2.** Defence does not generally require DACC recipients assisted to hold insurance for provision of DACC 1 and 2 support. A risk analysis should be conducted and a record of decisions retained.

7.40  **DACC 3.** Defence requires non Commonwealth recipients to hold insurance or be self-insured for provision of DACC 3 support. If this requirement is not pursued a risk analysis should be conducted and a record of decisions retained.

7.41  **DACC 5.** It is strongly advisable for the recipient of DACC 5 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. A risk analysis must be conducted and a record of decisions retained.

7.42  **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.

7.43  **Commercial Entity DACC recipients.** If receiving DACC 4 and 5 support they must produce copies of documentary evidence of current insurance cover for the assistance requested.

**DEFENCE PROCEDURE FOR DEFENCE ASSISTANCE TO THE CIVIL COMMUNITY—INDEMNITY AND INSURANCE ARRANGEMENTS**

7.44  Complete the [DACC Request Form template](#), paragraphs 1 to 10, detailing requesting organisation, nature of assistance required and resources needed.

7.45  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 in assessing whether or not the prospective recipient is a ‘self-insurer’, or whether it will be required to obtain commercial insurance.

7.46  Accepted ‘self-insurers’ would include the following:

a.  Commonwealth department or agency

b.  state/territory/local Government department or agency.

7.47  Bodies required to obtain commercial insurance would 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).

7.48 Assess the potential liability in terms of dollars in the event of misadventure, accident, loss of resources, equipment etc.

7.49 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).

7.50 Ask 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.

7.51 For any organisation receiving assistance:

a. determine whether the assistance is covered by the organisation’s insurance policy

b. it may be necessary for the organisation to obtain a separate insurance policy

c. (the organisation) arrange with its insurer to endorse the interest of the Commonwealth as a loss payee.

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

7.53 Ensure the requirement for an assistance recipient to indemnify Defence and its members (as detailed in paragraphs 7.33 to 7.37) is considered and addressed.
7.54 Ensure that the person executing the MoU or Deed on behalf of the civilian body is empowered and authorised to do so. If a company or common seal must be affixed to the agreement ensure that this is done in addition to the signature of the authorised person or persons.

7.55 Ensure that the person signing the MoU or the Deed on behalf of Defence is authorised to do so (i.e. the properly authorised person).

7.56 Ensure that two identical originals of the MoU or Deed are prepared and executed. One is retained by Defence and the other is retained by the body receiving the assistance and providing the indemnity to Defence.

7.57 If in doubt about any of the steps outlined above, consult Director Financial Policy in DFG and/or Defence Legal.

SUMMARY OF WAIVER OF INSURANCE AND INDEMNITY REQUIREMENTS

7.58 Defence does not require DACC recipients to hold insurance or to indemnify the Commonwealth for provision of DACC 1 and 2 support.

7.59 State/Territory and Local Government DACC recipients (including law enforcement bodies) may be required to meet indemnity requirements for DACC support. A risk analysis, supported by legal advice, should be conducted to determine whether an indemnity is required and a record of decisions retained.

7.60 Insurance requirements for DACC 4 support is strongly advisable but not mandatory and is a risk management decision for the approver.

Annexes:
7A MoU Template
7B Deed (long form) Template
7C Deed (short form) 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 | The Commonwealth of Australia represented by the Department of Defence ("Defence") ABN (insert details);
And | (Insert name of non-corporate entity).

(jointly referred to as “the parties”)

1. **Memorandum of Understanding**
   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 listed in Item 1 of the Schedule has requested that Defence provide the Assistance listed in Item 3 of the Schedule during the Term listed in item 4 of the Schedule.
   b. Defence has agreed to provide the Assistance to the Recipient in accordance with the terms of this MOU during the Term.
   c. The parties seek to achieve the Objectives as set out in Item 2 of the Schedule from the provision of the Assistance by Defence.
   d. This MOU constitutes the entire agreement between the parties in relation to the provision of the Assistance by Defence to the Recipient.
   e. Neither party may vary this MOU without the prior written consent of the other party.
   f. The parties 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 dispute resolution proceedings.

3. **Provision of Defence Assistance**
   a. The parties acknowledge that Defence will be providing the Assistance to the Recipient in accordance with Commonwealth regulatory and policy requirements and its departmental obligations, including the **Defence Assistance to the Civil Community Policy** and Manual.
b. Where the Assistance includes any Defence assets, equipment or property, the parties agree that a list detailing the assets, equipment or property and its condition will be created and maintained for the duration of the Term.

c. Unless otherwise agreed between the parties in writing, each party will bear its own costs in relation to this MOU and the Assistance listed in the Schedule.

4. Roles and Responsibilities of the Parties

a. Each party must fully comply, and must 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 throughout the Term in the provision of the Assistance by Defence.

5. Term of the Agreement

a. The Term commences on the date that the parties signed this MOU, or if signed on different dates, the date of the last party’s signature for the period listed in Item 4 of the Schedule and expires at the end of the period listed in Item 4.

b. The parties may agree to extend the Term of this MOU with such agreement to be made in writing.

6. General Principles of Liability

a. Unless otherwise agreed between the parties in writing, the parties acknowledge that the common law principles of liability will apply to this MOU.

b. The parties acknowledge the principle that where responsibility for managing and settling any third party claims or costs arising out of or in connection with performance of this MOU and the provision of the Assistance by Defence, should be borne by the party that is best placed to manage that claim.

c. The parties acknowledge and agree that the management of any third party claims will be undertaken in consultation and cooperation with the other party.

7. Party Representation

a. The Defence Representative for the purpose of this MOU is listed at Item 5.

b. The Recipient Representative for the purpose of this MOU is listed at Item 6.

8. Intellectual property and confidential information

a. Responsibility for any intellectual property arising out of Assistance provided under this MOU will rest with the entity which 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.
9. Public Communications
   a. The parties agree that, where practicable, any public announcements or
      statements in relation to this MOU or in connection with the Assistance will be
      agreed by the parties prior to its release.

10. Termination
   a. Either party may terminate this MOU at any time upon that party giving
      reasonable written notice to the other.
   b. The parties acknowledge that Defence reserving its right to:
      i. decline, cancel or refuse to provide the Assistance to the recipient
         due to circumstances where Defence’s operation (including training)
         requirements may be affected; and/or
      ii. not provide 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.
   c. The parties agree that Defence shall not be liable for any loss or damage
      suffered by the Recipient as a result of its declined, cancelation, refusal or
      reduction in the Assistance.
   d. Upon termination or expiry of this MOU, the parties will, where practicable, do
      all things reasonably necessary to return all Defence assets, equipment or
      property to Defence in the same condition in which it was originally provided
      (fair wear and tear excepted).

11. Reporting
   a. Each entity 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 DEFENCE:  [INSERT NAME OF RECIPIENT]:
By:.........................................................  By:........................................................
(Signature)  (Signature)
...................................................................................
(Print Name)  (Print Name)
...................................................................................
(Position)  (Position)
...................................................................................
(Date)  (Date)
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Recipient</td>
</tr>
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<td>2</td>
<td>Objectives</td>
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<td>4</td>
<td>Term</td>
</tr>
<tr>
<td>5</td>
<td>Defence Representative</td>
</tr>
<tr>
<td>6</td>
<td>Recipient Representative</td>
</tr>
</tbody>
</table>
DEED OF AGREEMENT FOR THE PROVISION OF DEFENCE ASSISTANCE FOR THE CIVIL COMMUNITY (LONG FORM) TEMPLATE

DEED OF AGREEMENT FOR THE PROVISION OF DEFENCE ASSISTANCE FOR THE [insert name of event]

THIS DEED is made on the ...............day of [month] [year]

BETWEEN

COMMONWEALTH OF AUSTRALIA (represented in this Deed by the Department of Defence (Defence))

AND

[insert name of recipient – must be a person or legal entity], the Recipient.

RECITALS

A. The Commonwealth has been asked by the Recipient to provide the Assistance.

B. Any Defence capabilities and assets utilised to provide the Assistance to the Recipient always remain subject to the command and control of Defence.

C. The Commonwealth has agreed to provide Assistance to the Recipient on the terms and conditions detailed in this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. Definitions In these terms and conditions, unless the contrary appears:
   a. 'Assistance' means the assistance described in Item 2;
   b. ‘Recipient’ means the party identified in Item 1 to whom the Assistance is provided;
   c. ‘Commonwealth’ means the Commonwealth of Australia and includes the Department of Defence and the Australian Defence Force;
   d. ‘Defence’ means the Department of Defence and includes the Australian Defence Force;
   e. ‘Commonwealth officers, employees and agents’ includes members of the Australian Defence Force;
   f. ‘Item’ means the relevant item number as set out in the Reference Schedule; and
   g. ‘Third Party’ means persons other than the Commonwealth, its officers, employees and agents.

2. [(A) Use this clause when costs are to be waived. If costs are to be recovered delete this clause 2 and use clause 2(B) below.] Costs The costs at Item 3 for provision of the Assistance are waived by the Commonwealth.

   [(B) Use this clause when costs are to be recovered. If costs are to be waived delete this clause 2 and use clause 2(A) above.] Costs

   2.1. The Recipient shall pay to Defence the costs detailed in Item 3, prior to the provision of the Assistance.

   2.2 At the conclusion of the provision of assistance Defence shall calculate the costs of Assistance actually provided and adjust the sum calculated against the costs paid by the Recipient. Any costs that remain unpaid by the Recipient shall 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 shall be repaid by Defence.
3. **Assistance may not be provided**

3.1. The Assistance shall 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 activities. Any Commonwealth capabilities and assets utilised by Defence in providing assistance to the Recipient under this Deed are subject to the operational requirements of Defence. Defence reserves the right to assign its capabilities and assets, and in particular military elements, at its absolute discretion and to withdraw capabilities and assets utilised in providing assistance to the Recipient if Defence considers this to be necessary.

3.2. Defence retains absolute discretion to not provide assistance to the Recipient under this Deed if Defence considers that it is not safe to do so. In the event that Defence does not, for whatever reason, provide all or any part of, the Assistance, the Commonwealth shall not be liable for any loss or damage suffered by the Recipient as a result of any reduction in assistance.

3.3. 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 not completed shall be repaid by Defence.

4. **No assurance** The Commonwealth does not give any assurance as to suitability for any purpose of the Assistance provided by the Commonwealth to the Recipient.

5. **Approvals and Authorisations** The Recipient shall assume all responsibility and liability for obtaining any applicable local, or state permits or authorisations required for the provision of the Assistance. The Commonwealth and the Recipient shall consult on the need for such permits or authorisations.

6. **Notification of Hazards** The Recipient shall notify the Commonwealth of any known or suspected hazards to Commonwealth officers, employees or agents providing the Assistance. Such hazards shall include, but not be limited to any chemical, object, toxin, pollution, or other substance. This obligation to notify the Commonwealth of hazards shall apply until completion of the Assistance.

7. **Indemnity**

7.1 (a) Subject to clause 7.2, the Recipient shall release and indemnify the Commonwealth, its officers, employees or agents (the indemnified) from and against all claims, action, proceedings, demands, liabilities, costs and expenses arising from or relating to the death of or injury to any person (including Commonwealth officers and employees), or loss of or damage to property (including Commonwealth property) in connection with the provision of the Assistance:

(i) to the extent caused by or arising out of any unlawful or negligent act or omission of the Recipient, its employees or agents; or

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

(b) For the purposes of subclause 7.1(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.

7.2 The Commonwealth shall hold the benefit of the indemnity in this clause 7 on trust for the benefit of the indemnified and may enforce this indemnity on their behalf.
7.3 For the avoidance of doubt, nothing in this clause 7 places any obligation on the Recipient to maintain any insurance other than as required by clauses 8.

[Instructions: [Delete whichever option is not applicable]]

[Option 1]

8. Insurance The Recipient is self-insured through [insert name of insurer] a copy of the certificate of currency will be provided to the Commonwealth prior to commencement of the Assistance.

[Note to Drafters: 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 to fully assess what exclusions may apply in terms of the scope of the Assistance in particular i.e. the nature of the works to be performed and the manner in which they are to be performed may in fact be excluded by the terms of the scheme.]

[Option 2]

8 Insurance

8.1 The Recipient shall, at its own cost, effect and maintain the insurance policies detailed at Item 4 of the Reference Schedule.

8.2 The Recipient must ensure that each insurance in Item 4 is in force during the period of the Assistance.

8.3 The Recipient must, if requested provide the Commonwealth with copies of insurance policies so effected and a certificate of currency and evidence of the financial security rating of the insurers, on or before the execution of this Deed.

8.4 The Recipient must ensure that each insurance referred to in Item 4 is:

(a) 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;

(b) in a form approved in writing by the Commonwealth, which approval by the Commonwealth must not be unreasonably withheld; and

(c) once approved by the Commonwealth, the terms of the insurance 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.

8.5 The Recipient must immediately give notice to the Commonwealth whenever an insurer of the insurances effected in compliance with clause 8.1 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.

8.6 The Recipient must punctually pay all premiums in respect of all insurances referred to in Item 4 of the Reference Schedule.

8.7 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 in Item 4 which could materially reduce the available limit of indemnity or which may involve the Commonwealth.

9 Subcontractors, agents and consultants The Recipient shall ensure that its subcontractors, agents and consultants are insured as required by clause 8 and Item 4, as is appropriate given the nature of services of work to be performed by them, as if they were the Recipient.

10 Personal injury or property damage to be notified to Commonwealth 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, its officers, employees or agents, whether such act or omission is negligent or otherwise, the Recipient shall 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, and
   ii) provide all documentation and other information to the Commonwealth concerning such injury or illness (including death) or damage to property

11 Recipient to assist the Commonwealth The Recipient shall 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.

12 Admission of liability requires consent 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.

[Instructions: Insert clauses 13 and 14 if the Assistance includes the provision of Commonwealth equipment or stores, otherwise delete]

13 If the Assistance includes the provision of Commonwealth equipment or stores, the Recipient shall nominate a person or persons, who may be a Commonwealth officer, employee or agent, as being authorised on behalf of the Recipient to collect the equipment or stores from the sites on which they are located, and to return hired equipment or hired stores to the sites from which they were collected, or other sites agreed between the parties. The Recipient shall be responsible for all equipment and stores from the time of collection of the equipment or stores. The responsibility of the Recipient for hired equipment or hired stores shall cease when the hired equipment or hired stores are returned.

14 Hired equipment and hired stores shall be returned in a clean condition to sites from where they were collected, or other sites agreed between the parties. The Recipient shall be liable for the cost of any cleaning assessed by Defence to be required for the equipment or stores and for any loss of, or damage to, the equipment or stores which is assessed by Defence to be in excess of fair wear and tear. Such assessments by Defence shall be final and binding on the parties.

[Instructions for clauses 15: 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).]

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

16 No waiver The failure by the Commonwealth at any time to enforce a provision of this Deed shall 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.

17 Entire Agreement 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 shall not be varied unless agreed in writing and signed by the parties hereto.

18 Service of notices The address for service of notices on the Commonwealth is set out in Item 4 of the Reference Schedule. The address for service of notices on the Recipient is set out in Item 5 of the Reference Schedule.
IN WITNESS WHEREOF the parties have executed this Deed on the date first written.

SIGNED SEALED AND DELIVERED
for and on behalf of the
COMMONWEALTH OF AUSTRALIA

by

Authorised to act for and on behalf of the
Minister for Defence
Full Title of Position:

The Common Seal of

SIGNED SEALED AND DELIVERED
by [name of person] in the presence of:

Signature of Witness

(Print) Name of Witness

Date:

Ministerial authorisation allows holders of particular positions to exercise the Minister’s power on his behalf. Accordingly, authorised officers are required to provide the full title of their positions in the Deed as an evidence of their authority. (Please note that authorisations must be re-issued by successive Ministers). See also Instrument of Delegation and Authority.

The Recipient can insert its own signature block or alternatively, the standard signature block provided below can be used.
Item 1  The Recipient is: [insert name of Recipient, same as for signature block]

Item 2  The following assistance will be provided: [insert full description of support provided, including dates and times where relevant]

(refer to Recital A)

Item 3  The costs are: [A waived] [B insert details of costs]

(refer to Clause 2)

Item 4  Insurance Requirements are (refer to Clause 8)

Notes:
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

The Recipient must effect or cause to be effected:

(a)  (Public and Products Liability) broad form public [and products] liability insurance written on an occurrence basis for not less than $10 million for any one occurrence [(and also in the aggregate for all occurrences in any one 12 month policy period with respect to products liability)] 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. [The insurance must include cover for:]

(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]]]:

(b)  (Workers compensation) insurance which insures any injury, damage, expense, loss or liability suffered or incurred by any person engaged by the Recipient in the performance of the Assistance (or their dependants) giving rise to a claim:

(i)  under any statute relating to workers' or accident compensation in [insert States and Territories where Commonwealth employees are working with the Recipient]; and

(ii)  [insert (ii) if assistance is to be provided in WA] at common law in Western Australia, with a limit of indemnity each occurrence of not less than [50] million;

Item 5  Address for service of notices on the Commonwealth: [insert address for service]

Item 6  Address for service of notices on the Recipient: [insert address for service]
Template Deed of Amendment and Restatement

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

Between the Commonwealth as represented by the Department of Defence (Defence) and [insert the official name of the recipient of the Assistance as per the original Deed of assistance]

Background

A. The Commonwealth and the Recipient entered into 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 the Deed of Assistance to effect changes in accordance with the terms of this Deed

This Deed now 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 reference 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

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

Governing law This Deed shall be governed by and construed in accordance with the laws of the [a State of [insert name of State]] or [b [insert name of Territory] Territory] and the Recipient shall submit to the non exclusive jurisdiction of the courts of that [a State] [b Territory].
IN WITNESS WHEREOF the parties have executed this Deed on the date first written.

SIGNED SEALED AND DELIVERED

for and on behalf of the

COMMONWEALTH OF AUSTRALIA

by …………………………………………   )

Authorised to act for and on behalf of the
Minister for Defence
Full Title of Position:……………………………………………………………....

The Common Seal of [insert name of recipient] )

SIGNED SEALED AND DELIVERED

by [name of person] in the presence of: )

) ) ) ) )

Signature of Witness [name and position of authorized officer]

(Print) Name of Witness

Date:

Ministerial authorisation allows holders of particular positions to exercise the Minister’s power on his behalf. Accordingly, authorised officers are required to provide the full title of their positions in the Deed as an evidence of their authority. (Please note that authorisations must be re-issued by successive Ministers). See also Instrument of Delegation and Authority.

The Recipient can insert its own signature block or alternatively, the standard signature block provided below can be used.
SHORT-FORM DEED FOR THE PROVISION OF DEFENCE ASSISTANCE FOR THE CIVIL COMMUNITY (SHORT FORM) TEMPLATE

SHORT-FORM DEED FOR THE PROVISION OF DEFENCE ASSISTANCE FOR THE [insert name of event]

THIS DEED IS MADE ON THE …………….DAY OF [MONTH] [YEAR]

BETWEEN

COMMONWEALTH OF AUSTRALIA (represented in this Deed by the Department of Defence)

AND

[insert name of recipient – must be a person or legal entity], the Recipient.

RECITALS

A. The Commonwealth has been asked by the Recipient to provide the Assistance.

B. The Commonwealth has agreed to provide Assistance to the Recipient on the terms and conditions detailed in this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

3. Definitions In these terms and conditions, unless the contrary appears:
   a. ‘Assistance’ means the assistance described in Item 2;
   b. ‘Recipient’ means the party identified in Item 1 to whom the Assistance is provided;
   c. ‘Commonwealth’ means the Commonwealth of Australia and includes the Department of Defence and the Australian Defence Force;
   d. ‘Defence’ means the Department of Defence and includes the Australian Defence Force;
   e. ‘Commonwealth Personnel’ includes Commonwealth officers, employees and agents, including members of the Australian Defence Force;
   f. ‘Item’ means the relevant item number as set out in the Reference Schedule; and
   g. ‘Third Party’ means persons other than the Recipient, Commonwealth, its officers, employees and agents.

4. Permission to Enter The Recipient authorises Defence to access and make use of all land, structures and equipment owned or controlled by the Recipient necessary for the provision of the Assistance. The Recipient acknowledges that restrictions on such access and use may impact on the provision of Assistance.

5. Notification of Hazards The Recipient shall notify the Commonwealth of any known or suspected hazards to Commonwealth officers, employees or agents providing the Assistance. Such hazards shall include, but not be limited to any chemical, object, toxin, pollution, or other substance. This obligation to notify the Commonwealth of hazards shall apply until completion of the Assistance.

6. Control of Commonwealth Personnel and Resources All Commonwealth Personnel and resources used to provide the Assistance to the Recipient shall at all times remain subject to the command and control of Defence.

7. Assistance at Sole Discretion of the Defence
4.1 The Recipient acknowledges that the provision of Assistance is at the sole discretion of Defence and that Defence reserves the right to modify or cease the Assistance if it considers this to be necessary for whatever reason.

4.2 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 not completed shall be repaid by Defence.

8. **No Assurance or Warranty** The Recipient acknowledges that, in rendering the Assistance, Commonwealth Personnel will exercise skill and diligence commensurate with their professional qualifications, however no assurance or warranties are given as to the suitability or fitness for purpose of the Assistance.

6.1 **Release and Indemnity**

a. Subject to clause 6.2, the Recipient shall release and indemnify the Commonwealth and Commonwealth Personnel (the indemnified) from and against all claims, action, proceedings, demands, liabilities, costs and expenses arising from or relating to 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 or arising out of any unlawful or negligent act or omission of the Recipient, its employees or agents; or

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

b. For the purposes of subclause 6.1(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.

6.2 **Limits of Release and Indemnity** The release and indemnity in clause 6.1 does not apply to the extent any injury, death, loss or damage was caused by, or arose out of any negligent act or omission by the Commonwealth, or Commonwealth Personnel.

7. **Obligation to insure**: The Recipient shall, at its own cost, effect and maintain third party liability insurance up to the amount specified at Item 4. Evidence of such insurance shall be provided to the Commonwealth upon request.

8. **Notification of Damage, Loss, Injury or Death** 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, its officers, employees or agents, whether such act or omission is negligent or otherwise, (a Claim) the Recipient shall:

a. as soon as reasonably practicable:

i. Inform the Commonwealth of such injury or illness (including death) or damage to property

ii. Permit the Commonwealth to manage such claim upon request;

iii. If requested by the Commonwealth, provide all documentation and other information to the Commonwealth concerning such injury or illness (including death) or damage to property;

iv. If requested by the Commonwealth, provide all assistance as may be necessary or reasonably required by the Commonwealth to respond to such Claim;
and

b. 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

9. Costs [(A) Use this clause when costs are to be waived. If costs are to be recovered delete this clause 9 and use clause 9(B) below.] Costs

The costs at Item 3 for provision of the Assistance referred to in Item 2 are waived by the Commonwealth.

[(B) Use this clause when costs are to be recovered. If costs are to be waived delete this clause 2 and use clause 2(A) above.] Costs

9.1 The Recipient shall pay to Defence the costs detailed in Item 3, prior to the provision of the Assistance.

9.2 At the conclusion of the provision of assistance Defence shall calculate the costs of Assistance actually provided and adjust the sum calculated against the costs paid by the Recipient. Any costs that then remain unpaid by the Recipient shall 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 shall be repaid by Defence.

10. Amendment This Deed may be mutually amended by the Parties at any time by subsequent Deed.

[Instructions for clauses 11: 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).]

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

12. No waiver The failure by the Commonwealth at any time to enforce a provision of this Deed shall 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.

13. Entire Agreement 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 shall not be varied unless agreed in writing and signed by the parties hereto.

14. Service of notices The address for service of notices on the Commonwealth is set out in Item 4 of the Reference Schedule. The address for service of notices on the Recipient is set out in Item 5 of the Reference Schedule.
IN WITNESS WHEREOF the parties have executed this Deed on the date first written.

SIGNED SEALED AND DELIVERED for and on behalf of the

COMMONWEALTH OF AUSTRALIA by ..........................................

Authorised to act for and on behalf of the

Minister for Defence

Full Title of Position:........................................................................................................

SIGNED SEALED AND DELIVERED by [name of person] in the presence of:

L.S.

Signature of Witness [name and position of authorized officer]

(Print) Name of Witness

Date
Item 1  The Recipient is: [insert name of Recipient, same as for signature block]

(refer to Clause 1)

Item 2  The following assistance will be provided: [insert full description of support provided, including dates and times where relevant]

(refer to Recital A)

Item 3  The costs are: [A waived] [B insert details of costs]

(refer to Clause 9)

Item 4  (refer to Clause 7)

Notes:
In most cases the insurance in (a) represent the minimum requirement. The insurance in (a) 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.

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 $10 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.

Item 5  Address for service of notices on the Commonwealth: [insert address for service]

Item 6  Address for service of notices on the Recipient: [insert address for service]
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 goods and services are primarily for the use by Defence personnel conducting official business. Resources are diverted when the decision is made to provide DACC. 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, such as cost recovery, full, direct, indirect and net additional costs, can be found in Annex 1A.

COST ESTIMATE PRIOR TO DEFENCE COMMITMENT

8.4 All DACC support is to have a cost estimate using the Cost Recovery Calculator. DACC 1 and 2 cost estimates are to be completed as part of the DACC administration requirements and DACC 3, 4, 5 and 6 cost estimates should be completed prior to Defence committing any resources. If a ministerial blanket approval is given to meet a timeliness requirement, these cost estimates are to be completed at the first available opportunity.

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

a. DACC 1 and 4—is costed by staff supporting the Senior Australian Defence Force Officer (SADFO) or Unit Commander

b. DACC 2 and 3—Headquarters Joint Operations Command (HQJOC) in consultation with the DACC Commander or Joint Task Force if required

c. Multi Service/Group DACC 5 and 6—Coordinated by Military Strategic Commitments (MSC) in consultation with the nominated lead service or group

d. Single Service DACC 5 and 6—Completed by the relevant Service Headquarters in consultation with their respective Assistant Secretary Finance.

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 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 organisational 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 net additional cost is no more than $10,000 then the support may be authorised by the SADFO or Unit Commander in accordance with AAI 6 Managing Defence Money – Attachment C – Decision Not to Charge for DACC. If the net additional cost exceeds $10,000 then the support should be categorised as DACC 5.

RECORDING DEFENCE ASSISTANCE TO THE CIVIL COMMUNITY 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 will need to 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 (BM) 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:

<table>
<thead>
<tr>
<th>Category of DACC</th>
<th>Fund Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category 1 – local emergency assistance (DACC 1)</td>
<td>70768</td>
</tr>
<tr>
<td>Category 2 – significant emergency assistance (DACC 2)</td>
<td>70769</td>
</tr>
<tr>
<td>Category 3 – emergency recovery assistance (DACC 3)</td>
<td>70770</td>
</tr>
<tr>
<td>Category 4 – local non-emergency assistance of a minor nature (DACC 4)</td>
<td>70772</td>
</tr>
<tr>
<td>Category 5 – significant non-emergency assistance (DACC 5)</td>
<td>70771</td>
</tr>
<tr>
<td>Category 6 – law enforcement assistance (DACC 6)</td>
<td>70773</td>
</tr>
</tbody>
</table>

COST RECOVERY

8.11 The requirements for DACC cost recovery is:

a. DACC 1 and 2 – Emergency Assistance. No cost recovery, unless the requestor agrees to pay costs prior to the provision of Defence support.

b. DACC 3 – Emergency Assistance. Cost recovery, unless a cost recovery waiver (decision not to charge) is approved as per AAI 6 – Attachment C.
c. DACC 4 – Non-emergency assistance. No cost recovery if the net additional cost is less than $10,000. If amount exceeds the net additional cost of $10,000, then support should be categorised as DACC 5.

d. DACC 5 – Non-emergency assistance. Cost recovery, unless a cost recovery waiver (decision not to charge) is approved as per AAI 6 – Attachment C.

e. DACC 6 – Non-emergency assistance. Cost recovery, unless a cost recovery waiver (decision not to charge) is approved as per AAI 6 – Attachment C.

8.12 Waiving cost recovery for DACC 3, 5 and 6 may only be sought where there are justifiable circumstances. ‘Justifiable circumstances’ may include support with significant public affairs, recruiting or training value to Defence or support that is one-off in nature involving only a minor cost. The rationale to recommend a cost waiver must be documented and provided to the approver prior to the decision being made.

8.13 All DACC support including emergency and non-emergency are to be costed, regardless of whether costs are planned to be recovered or not. The Cost Recovery Policy, issued by Defence Finance Group (DFG), is Defence will recover the Full Cost of providing the activity.

HOW TO RECOVER COST

8.14 DFG has developed a Cost Recovery Calculator which is to be used to calculate the cost of providing DACC (including the Public Events of Significance Program) activities. Should further assistance be required email queries to costrecovery@defence.gov.au.

8.15 When Defence has decided to recovery 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.

8.16 To invoice the requesting organisation, the approval authority must consult with the relevant Director in DFG. They will ensure appropriate invoice documentation is raised using the correct coding and ensure that costs and revenue are recorded correctly in the Finance System.

WAIVER OF COST RECOVERY

8.17 Submissions for waiver of cost recovery (in accordance with Attachment B of AAI 6 – Managing Defence Money) are to be raised by:

a. MSC, in consultation with HQJOC for DACC 3

b. the appropriate Service Chief, Deputy Service Chief or Group Head for Single Service/Group DACC 5 and 6

c. MSC for DACC 5 and 6 involving more than one Service or Group.
Approved cost recovery waivers are to be provided to the respective Assistant Secretary Finance for awareness and to assist in budget management. Details of any approved cost recovery waivers or variations must be saved in an appropriate Objective location.
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 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 Defence Assistance to the Civil Community (DACC) database is managed and maintained by Director Operations and Training Area Management (DOTAM), Defence Estate & Infrastructure Group (E&IG) and is the Defence tool for registering and recording all DACC activities. Regional Joint Operations Support Staff (JOSS) offices are responsible for updating information in the database related to DACC activities.

9.4 All DACC tasks are to be reported to the relevant 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. The officer authorising 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.

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

ANNUAL CDF/SEC DACC REPORT

9.6 Military Strategic Commitments Division (MSC) is to prepare an annual report for Chief of the Defence Force (CDF) and Secretary outlining DACC support in the previous Financial Year. MSC will seek a DACC database report from Director Operations and Training Area Management (DOTAM) in June each year for all DACC support provided in the preceding 12 months.
9.7 This report will provide a consolidated summary of all DACC support with an emphasis placed on reporting support provided as part of any disaster response. In addition, the report is to outline Defence preparedness for the next High Risk Weather Season.

DEFENCE ANNUAL REPORT (DAR)

9.8 The Defence Annual Report (DAR) advises the Minister for Defence (MINDEF) on the support Defence has provided to the Australian community and civilian authorities during the preceding twelve months.

REPORTING ON DACC ACTIVITIES

SITUATION REPORTS

9.9 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. If the activity is likely to require the attention of MINDEF, SEC/CDF or inform potential escalation of DACC category, HQJOC, the relevant JOSS office or the extant chain of command is to be provided regular SITREPs for all other DACC categories.

POST ACTIVITY REPORTING

9.10 To ensure appropriate record keeping, PARs are to be completed for all DACC activities. The approving officer (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 (DLR)
f. the Defence resources employed
g. financial factors, including cost estimate, cost recovery and any cost waivers.

9.11 DACC 1 (short duration). For DACC 1 activities that occur over a short timeframe (in which the support has concluded prior to the formal notification being issued), the notification message may serve as the post activity record. In the notification message is to include all detail articulated in the previous paragraph.
9.12 **All other DACC activities.** For all other DACC activities, a post activity report (PAR), detailing all information described above, must be produced. 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](#).

9.13 **OILs.** All OILs are to be entered into the DLR in accordance with the Defence Lessons Policy throughout the DACC activity. 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. 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.

9.14 **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. This will provide the information necessary to update the DACC Database.
PART B:
DEFENCE ASSISTANCE TO THE CIVIL COMMUNITY CATEGORIES

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CHAPTER 1

DACC CATEGORY 1—LOCAL EMERGENCY ASSISTANCE

1.1 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 integral resources of an established Joint Task Force. DACC 1 tasks are short term in nature (generally no more than 48 hours).

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

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

1.3 **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). **Chapter 2** provides further details on CivSAR assistance beyond the scope of DACC 1.

**INITIATION OF A REQUEST**

1.4 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.
1.5 A SADFO/BM, 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 their resources.

1.6 The Approving Officer is to seek advice from the regional JOSS in making this determination if time permits.

1.7 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.

1.8 Reconsideration for continuing support. Approving Officers are 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 Officer can continue the provision of support. However such an continuation can only be approved if, in consultation with HQJOC via the Joint Operations Room (JOR) hjqocjor.watchcomd@defence.gov.au and the regional JOSS, the Approving Officer:

a. still has sufficient resources to maintain the support over the likely timeframe required to satisfactorily resolve the situation

b. coordinates this decision with plans to transition to another category of DACC support, when it is so appropriate

c. regularly re-assesses the continuation of DACC 1 support.

1.9 Transition to another DACC category. If, in their re-assessment, the Approving Officer forms the view that the continuation of support is likely to exceed their resources, they should advise HQJOC and the regional JOSS to consider transitioning to another category of DACC. Any transition of an existing DACC task to another DACC category does not affect the Approving Officer’s authority to respond to any new DACC 1 requests.
COMMAND, CONTROL AND COORDINATION ARRANGEMENTS

1.10 Command and control of DACC 1 will be initiated using the relevant HQJOC/Service/Group chain of command of the unit receiving the request.

COORDINATION

1.11 Within Defence, DACC 1 activities are coordinated by the Approving Officer in consultation with HQJOC, the regional JOSS and with civilian authorities at the incident site.

1.12 HQJOC. As described in paragraph 1.23, HQJOC is to have visibility of the initiation of, any extension to and the closure of any DACC 1 support across Defence. HQJOC will advise Military Strategic Commitments Division (MSC) of DACC 1 activities for situational awareness as soon as practicable. HQJOC, in consultation with the regional JOSS, is to also assess the situation and recommend and coordinate any necessary transition to another DACC category.

1.13 Regional JOSS. The regional JOSS will maintain liaison with state/territory authorities as appropriate to support the Authorising Officer and inform any consideration of transition to other DACC categories.

INSURANCE AND INDEMNITY

1.14 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

1.15 DACC 1 support is funded from within the resources of the unit providing the support. When an Approving Officer authorises a DACC 1 response by multiple units, the costs to implement the response are borne by the individual units. Additionally, where Defence Estate and Infrastructure Group (E&IG) support, including contracted support, is required, these costs are also borne by the unit.

1.16 If prior approval is organised with the E&IG Base Manager (BM) and agreed, costs incurred by E&IG and its contractors providing base support functions are borne by E&IG.

COST ESTIMATE

1.17 The Approving Officer is responsible for ensuring that the costs of providing support for a DACC 1 task are calculated using the DFG cost estimate calculator.

1.18 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.
RECORDEDING COSTS

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

1.20 In order to track DACC costs and any recovery of costs (revenue), costs and revenue will need to 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

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

1.22 Further finance advice is located at Part A, Chapter 8 of this manual.

NOTIFICATION AND REGISTRATION

1.23 The Approving Officer is required to notify the relevant JOSS and HQJOC (via the JOR hjjocjor.watchcomd@defence.gov.au) of ADF commitment to DACC 1 support as soon as possible by the most expedient means. Information required includes:

a. organisation seeking assistance (name of person and appointment/organisation)

b. details of the request

c. whether request was met, or is being met

d. brief reasons if request was not met

e. request for a DACC number from regional JOSS

f. unit actioning the request

g. outline of any significant issues/problems encountered in meeting the request

h. Defence resources provided to date and an estimate of the resources required to complete the support

i. an assessment of whether the support is likely to extend beyond 48 hours.

1.24 Registration. Once the Authorising Officer 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.
1.25 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 or as stipulated by HQJOC. MSC will use these SITREPS to provide ongoing advice to CDF, MINDEF and EMA as required.

POST-TASK

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

1.27 The Approving Officer is to report the conclusion of the provision of DACC 1 support as soon as possible. This notification is to be provided to the regional JOSS and HQJOC, via the Joint Operations Room (JOR) hqjocjor.watchcomd@defence.gov.au.

POST ACTIVITY REPORT

1.28 Due to the nature of DACC 1, Defence support may actually be completed before notification is submitted. If this is the case, the notification is to encompass the complete details and will meet the requirement of a PAR.

1.29 In cases where DACC 1 support is more complex, the Approving Officer is to provide a PAR to HQJOC and the regional JOSS, within 28 days of the cessation of the DACC support. This document provides the official record of Defence’s provision of support. If DACC 1 support subsequently transitions to another DACC category, the DACC 1 details must be clearly articulated in the notification of DACC 1 cessation and transition.

1.30 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.

DACC DATABASE

1.31 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.
1.32 The process for providing DACC 1 support is summarised in Figure 1-1.

**Figure 1–1: Flowchart for DACC 1 support**

- **Request**
  - Made directly to local Defence base or unit.
  - Not required to be in writing.

- **Approval**
  - SADFO/Base Manager or Unit Commander can approve.

- **Notification**
  - To HQJOC and regional JOSS by most expedient means.

- **HQJOC**
  - Consider task for transition to another DACC category.

- **JOSS**
  - Register task on DACC database.

- **Conduct**
  - SITREPs as required or as directed by HQJOC.

- **Closure or transition**
  - Closed if task complete or transition to another DACC category for ongoing/larger task.

- **Post task**
  - Submission of Post Activity Report and cost estimate.
CHAPTER 2

DACC CATEGORY 2—SIGNIFICANT EMERGENCY ASSISTANCE

2.1 DACC 2 refers to requests for significant emergency non-financial assistance. DACC 2 is considered to be beyond the assistance provided under DACC 1 due to the location, scale, complexity or expected duration of the request.

2.2 An emergency may arise from an extensive or continuing natural or technological disaster, where the civil emergency authorities request additional capacity or specialist niche capability that Defence may be able to provide.

2.3 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.

2.4 DACC 2 should be considered 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. local, state or territory resources, including commercially available resources, are or imminently will be exhausted, are inadequate, not available or cannot be mobilised in time
   d. the support to be provided exceeds the DACC 1 resources of a SADFO or Unit Commander.

2.5 The duration of DACC 2 assistance shall depend on nature, scope of emergency and available resources.

2.6 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 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 will likely include strategic airlift or major fleet units
   d. mobilisation of Defence assets or force elements to provide support outside their local area
e. time-sensitive (short or no-notice) requests by civilian emergency authorities.

INITIATION OF A REQUEST

AUSTRALIAN GOVERNMENT DISASTER RESPONSE PLAN COMDISPLAN

2.7 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 Emergency Management Australia (EMA) via the Crisis Coordination Centre (CCC) of its intention to seek Australian Government non-financial assistance.

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

2.9 EMA 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 JOSS are to liaise directly with HQJOC and/or Groups and Services to commence scoping of the task and associated resources. MSC assumes strategic coordination and seeks CDF approval.

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

2.11 Requests via other channels. Agencies or persons making a request for Defence assistance directly to SADFOs or Unit Commanders or via the regional JOSS office 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 EMA in accordance with the COMDISPLAN. Any such attempts to request Defence support that meet DACC 2 criteria should be reported to MSC and HQJOC via the most expedient means to provide early warning of potential requests.

2.12 Headquarters Joint Operations Command. Once a request for Defence assistance is formally accepted, CJOPS is appointed operational coordination and establishes a crisis support liaison officer in EMA, if requested. HQJOC will assume coordination of the assistance and may activate Concept Plan (CONPLAN) CHARLEMAGNE—the Defence concept plan to a disaster/emergency. HQJOC will:

a. CJOPS assumes tactical control of the JOSS liaison officer network to the state and territory emergency management authority – HQJOC is to ensure the DACC assistance is registered on the Defence DACC database through the regional JOSS office

b. engage with the Services and Groups, SADFO or Unit Commander as appropriate to determine available Defence resources
c. advise HQJOC Public Affairs of DACC support request.

2.13 **Joint Operations Support Staff.** Upon acceptance of a task request, 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 its Australian Defence Force Liaison Officers (ADFLO) to appropriate civil organisations to support the Defence effort

d. provide advice and support to designated JTF/JTG Commanders

e. provide situational awareness to MSC and HQJOC on potential DACC request for assistance.

**CIVILIAN SEARCH AND RESCUE**

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

2.15 In the event of a complex, extensive or continuing CivSAR operation that requires Defence assistance greater than that provided under DACC 1, the Australian Maritime Safety Authority (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).

**APPROVAL AUTHORITY**

2.16 CDF is the approving authority for DACC 2 support or as delegated through a CDF TASKORD or CDF EXECUTO. MSC will staff requests to CDF as required.

**COMMAND, CONTROL AND COORDINATION ARRANGEMENTS**

2.17 Command and control of DACC 2 will be exercised through HQJOC. Based upon the DACC 2 approval by the CDF, MSC will issue an EXECUTO on behalf of CDF initiating these command arrangements. This will include any direction to form a Joint Task Force (JTF) or appoint a DACC Commander.

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1 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.
2.18 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

2.19 The decision to form a Joint Task Force (JTF) or appoint a DACC Commander rests with CDF as advised by Chief of Joint Operations (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 at Part A, Chapter 4 of this manual.

2.20 Subsequent task requests. As a unit commander, the JTF Commander or DACC Commander is able to accept and complete DACC 1 tasks as required. Any requests for Australian Government non-financial assistance outside existing approvals must be submitted to EMA for consideration and submission to Defence. The CDF may establish a named operation when the formation of a JTF is directed. Further detail on JTF roles and responsibilities is located at Part A, Chapter 4 of this manual.

AUSTRALIAN GOVERNMENT COORDINATION

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

2.22 Once a request for Defence assistance is formally accepted, CDF will direct commencement of the DACC 2 task through EXECUTO message, including command and control and direction to form a Joint Task Force (JTF) or appoint a DACC Commander, as appropriate to the situation. An extraordinary SCG meeting may be called by CDF where warranted due to the scale or complexity of the incident

2.23 CJOPS will assume Theatre Command upon approval of the DACC 2 task, and activate CONPLAN CHARLEMAGNE and conduct the following:

a. activate the HQJOC Contingency Response Team and establish the Crisis Support Liaison Officer (CSLO) in EMA, if requested
b. assume operational control of the JOSS liaison officer network to the state and territory emergency management authority
c. engage across Defence Groups and Services to determine available resources and capabilities, and force assign as deemed appropriate
d. coordinate Defence support to federal, state or territory Emergency Management Authorities in consultation with MSC, CJTF / DACC Commander, JOSS LO network and/or SADFO or Unit Commander
e. Ensure the DACC requested registered on the Defence DACC database through the regional JOSS office
f. Coordinate Public Affairs guidance and support strategic messaging.

2.24 **Groups and Services** will advise constraints and limitations of assigned capabilities and assets.

2.25 Joint Operations Support Section will:

a. under tactical control of CJOPS, provide direct support and advice to designated JTF/JTG commanders

b. continue to liaise with state/territory authorities—where appropriate, this may include deploying Australian Defence Force Liaison Officers (ADFLO) to appropriate civil organisations to support the Defence effort

c. prepare to transition liaison support to JTF LO (or identified persons)

d. register the request in the DACC database and provide an identifying registration number to MSC and HQJOC

e. manage ongoing administrative support for DACC requests and the database

f. provide situational awareness to MSC on potential DACC request for assistance.

**INSURANCE AND INDEMNITY**

2.26 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.

**FINANCE**

**COST ESTIMATE**

2.27 Upon completion of a DACC 2 task, HQJOC, 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.

2.28 This cost estimate is not required prior to any commitment of resources for a DACC 2 activity.

**COST RECOVERY**

2.29 DACC 2 is provided without recovery of costs unless the DACC recipient agrees to pay costs of the provision of Defence support. See at [Part A, Chapter 8 of this manual](#) for financial guidance on cost recovery process.

**RECORDING COSTS**

2.30 Costs incurred to provide DACC, regardless whether a cost recovery was sought or not, must be recorded in the financial system.
2.31 In order to track DACC costs and any recovery of costs (revenue), costs and revenue will need to 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**

2.32 SITREPs for DACC 2 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 EMA as required. The consolidated SITREP is to also be forwarded to Service HQ and relevant regional JOSS.

**POST-TASK**

2.33 A DACC 2 support task will conclude either when the requesting agency withdraws its request for continued support, EMA de-activates COMDISPLAN and/or the Approving Officer 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. This may be effected by a CDF Fragmentary Order (FRAGO) issued by MSC.

2.34 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. 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.

2.35 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.

2.36 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.
2.37 The process for providing DACC 2 support where COMDISPLAN is activated is summarised in Figure 2-1.

**Figure 2–1: Flowchart for DACC 2 support**

- **Request**
  - Made to MSC by EMA on activation of COMDISPLAN.
  - Requested in writing.
  - HQJOC may activate CONPLAN CHARLEMAINE.

- **Approval**
  - CDF or officer delegated by CDF can approve DACC 2.
  - MSC to coordinate approval process.

- **Initiation**
  - CDF Order from MSC (for CDF).
  - Force assigns units to HQJOC and establishes JTF (if required).

- **Conduct**
  - IAW CONPLAN CHARLEMAINE.
  - SITREPs as required or as directed by HQJOC.

- **Closure**
  - CEASO from MSC (for CDF).
  - JTF disbanded and forces returned to Group/Service.

- **Transition**
  - FRAGO from MSC (for CDF).
  - JTF retasked.

- **Post task**
  - Cost estimate within 4 weeks.
  - Post Activity Report may cover all DACC phases.
CHAPTER 3

DACC CATEGORY 3—RECOVERY ASSISTANCE FROM AN EMERGENCY

3.1 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 nature, scope of recovery effort and available resources. COMDISPLAN must be activated for DACC 3 to apply.

3.2 Examples. Examples of DACC 3 support include:

a. provision of temporary or permanent bridging, shelter and power supplies
b. restoration of roads, fencing and infrastructure
c. clean up of destroyed materials
d. pollution clean-up.

INITIATION OF A REQUEST

3.3 EMA 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 to commence scoping of the task and associated resources. MSC assumes strategic coordination and seeks CDF approval.

3.4 Requests via other channels. Agencies or persons making a request for Defence assistance directly to SADFOs or Unit Commanders or via the regional JOSS office 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 EMA in accordance with the COMDISPLAN. Any such attempts to request Defence support, categorised as DACC 3, should be reported to MSC and HQJOC via the most expedient means to provide early warning of potential requests for Australian Government assistance.

3.5 MSC will seek CDF approval for the assistance sought. HQJOC will coordinate subsequent support with EMA in consultation with the regional JOSS; SADFO or Unit Commander; Service HQ/Groups; MSC; and if appointed the Commander JTF or the DACC Commander.

3.6 Joint Operations Support Staff. Upon acceptance of a task 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 and HQJOC, 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 Australian Defence Force Liaison Officers (ADFLO) to appropriate civil organisations to support the Defence effort

d. provide advice and support to designated JTF/JTG commanders.

APPROVAL AUTHORITY

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

COMMAND, CONTROL AND COORDINATION ARRANGEMENTS

3.8 Command and control of DACC 3 will be exercised through HQJOC.

3.9 Based upon the DACC 3 approval by the CDF, MSC will issue an execute order (EXECUTO) on behalf of CDF initiating these command arrangements. This will include any direction to form 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.

3.10 HQJOC will assume coordination and may activate CONPLAN CHARLEMAGNE advise and coordinate subsequent support or transition in consultation with Commander JTF, DACC Commander, JOSS, SADFO or Unit Commander.

3.11 JOSS will be assigned tactical control to HQJOC and, if DACC 3 is used to facilitate large scale Defence support, the JOSS will work in direct support of the designated JTF or DACC Commander.

JOINT TASK FORCE/DACC COMMANDER

3.12 The decision to form or retain a JTF or appoint a DACC Commander rests with CDF as advised by Chief of Joint Operations (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.

3.13 Subsequent task requests. As a unit commander, the JTF Commander is able to accept and complete DACC 1 tasks as required. Any requests for non-financial assistance outside existing approvals must be submitted to EMA for consideration and submission to Defence. The CDF may establish a named
operation when the formation of a JTF is directed. Further detail on JTF roles and responsibilities is located at Part A, Chapter 4 of this manual.

AUSTRALIAN GOVERNMENT COORDINATION

3.14 EMA 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.

3.15 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

3.16 Defence policy, in relation to DACC 3, is 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.

3.17 Before DACC 3 is provided, any non-Commonwealth party requesting assistance must meet indemnity and insurance requirements as detailed in Part A, Chapter 7 of this manual, paras 7.58-7.60. The regional JOSS is to coordinate indemnity and insurance requirements in consultation with MSC.

3.18 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. Template correspondence addressing this issue is located at Annex 7A to 7C to Part A of the Manual.

3.19 Commonwealth government recipients are excluded from meeting indemnity requirements nor are they required to hold insurance for DACC support.

3.20 State/territory and local government recipients may be required to meet indemnity requirements and hold insurance for DACC support. A risk analysis should be conducted to determine whether an indemnity is required and a written record of decisions retained.

FINANCE

COST ESTIMATE

3.21 HQJOC, 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 estimate calculator.
COST RECOVERY

3.22 DACC 3 activities are normally provided on basis of full recovery of direct costs. The requesting organisation is to agree in advance to payment of these costs.

3.23 Waiver of cost recovery. Where the appropriate delegate agrees that there are justifiable circumstances, Defence may waive the requirement for cost recovery. Submissions for Ministerial waiver of cost recovery (in accordance with Attachment C of AAI 6 - Managing Defence Money) are to be raised by MSC.

3.24 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 Volume 5 Chapter 29 Hire and Loan of Relevant Property to and from Sources External to Defence and appropriate Service/Group Instructions.

3.25 Use of Defence estate and facilities.

3.26 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 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

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

3.28 In order to track DACC costs and any recovery of costs, costs and revenue will need to 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

3.29 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 EMA as required. The consolidated SITREP is to also be forwarded to Service HQ and relevant regional JOSS.
3.30 A DACC 3 support task will conclude either when the requesting agency withdraws its request for continued support, EMA de-activates COMDISPLAN and/or the Approving Officer determines that the DACC support is no longer warranted in consultation with relevant authorities. DACC 3 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. This may be effected by a CDF Fragmentary Order (FRAGO) issued by MSC.

3.31 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. 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.

3.32 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.

3.33 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.
3.34 The process for providing DACC 3 support is summarised in Figure 3-1.

**Figure 3–1: Flowchart for DACC 3 support**

- **Request**
  - May be continuation of DACC 1 or DACC 2 task.
  - Made to MSC by EMA on activation of COMDISPLAN.
  - Requested in writing.
  - HQJOC may activate CONPLAN CHARLEMAINE.

- **J OSS**
  - Register task on DACC database.
  - Coordinate MOU.

- **Approval**
  - CDF or officer delegated by CDF can approve DACC 3.
  - MSC to coordinate approval process.

- **Supporting documents**
  - Request via EMA
  - MOU from requesting organisation (JOSS)
  - Details of support to be provided & cost estimate (JOC)
    - Cost waiver (MSC).
    - Recommendation (MSC).

- **Initiation**
  - EXECUTO from MSC (for CDF).
  - Force assigns units to HQJOC and establishes JTF (if required).
  - If transition from DACC 2 – FRAGO from MSC (for CDF).

- **Conduct**
  - SITREPs as required or as directed by Approving Officer.

- **Post task**
  - Submission of Post Activity Report and cost estimate.

- **Cost recovery**
  - Initiated as appropriate.
CHAPTER 4

DACC CATEGORY 4—LOCAL NON-EMERGENCY ASSISTANCE

4.1 Defence Assistance to the Civil Community Category 4 (DACC 4) 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 a cost estimate of not greater than $10,000. The support is not to compromise unit effectiveness or readiness.

4.2 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 which would normally fall under DACC 4 due to the 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.

4.3 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

4.4 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.

4.5 Note community engagement are not managed under DACC. These are activities initiated by Defence to provide a viable and recognisable service to a community activity (including Defence recruiting activities).

4.6 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

4.7 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 cost estimate exceeds $10,000 then the support should not be categorised as DACC 4.

COMMAND, CONTROL AND COORDINATION ARRANGEMENTS

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

4.9 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.

4.10 Coordinating the provision of support to the requesting agency is the responsibility of the approving authority.

INSURANCE

4.11 It is strongly advised, but not mandatory, for the recipient of DACC 4 support to hold appropriate insurance. The decision on whether to insist on such insurance is a risk management decision. Commonwealth government recipients are excluded from meeting insurance requirements for DACC support.

4.12 If the insurance requirement is waived, the SADFO or Unit Commander must still ensure that MoU or Deed is signed by the DACC recipient. This ensures that the Australian Government will not be responsible for any claims for loss or damage except for loss or damage caused by, or arising out of, any act or omission by the Australian Government, its officers, employees or agents in providing DACC support.

INDEMNITY

4.13 Defence may also require the DACC recipient to offer 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.

4.14 State/territory and local government recipients may be required to meet indemnity requirements for DACC 4 support. A risk analysis should be conducted to determine whether an indemnity is required and a written record of decisions retained. Commonwealth recipients are excluded from meeting indemnity requirements for DACC support.

4.15 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 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 Part A, Chapter 7 of this manual for guidance on the requirements of entering a Deed.

FINANCE

COST ESTIMATE

4.16 DACC 4 is to have a cost estimate completed, utilising the DFG cost estimate calculator. For DACC 4 support, the cost estimate is to be completed before the Approving Officer 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

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

4.18 **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 Volume 5 Chapter 29 Hire and Loan of Relevant Property to and from Sources External to Defence** and appropriate Service/Group Instructions.

4.19 **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 delegate approval, are to consider processing under Civil Use Policy (**Defence 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

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

4.21 In order to track DACC costs and any recovery of costs (revenue), costs and revenue will need to 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 70772, where it does not relate to a designated military Operation

SITUATION REPORTS

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

4.23 Where provided, copies of the SITREP are to be forwarded to the relevant regional JOSS to be recorded in the DACC database.
POST ACTIVITY REPORT

4.24 The Approving Officer of the DACC 4 is to provide a PAR to the regional JOSS, within 28 days of the cessation of the DACC support. 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.

4.25 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.

4.26 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.
4.27 The process for providing DACC 4 support is summarised in Figure 4-1.

**Figure 4–1: Flowchart for DACC 4 support**

1. **Request**
   - Made directly to local Defence base or unit or via relevant JOSS.

2. **JOSS**
   - Register task on DACC database.

3. **Approval**
   - SADFO/Base Manager or Unit Commander can approve.

4. **Supporting documents**
   - Request and MOU from requesting organisation (JOSS)
   - Details of support to be provided (supporting unit)
   - Cost estimate & (if applicable) cost waiver (supporting unit).

5. **Conduct**
   - SITREPs as required or as directed by Approving Officer.

6. **Closure or transition**
   - Closed if task complete or transition to another DACC category for ongoing/larger task.

7. **Post task**
   - Submission of Post Activity Report and cost estimate.
CHAPTER 5

DACC CATEGORY 5—SIGNIFICANT NON-EMERGENCY ASSISTANCE

5.1 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; individuals; or bodies in the general community.

5.2 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 commercial means
   (4) disposal of dangerous materials, other than explosive devices
   (5) provision of ADF training to law enforcement agencies, including individual police forces and to Australia & New Zealand Counter-Terrorism Committee (ANZCTC) sponsored training activities.

b. 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.

5.3 Public Events of Significance. Where a DACC request requires large-scale Defence assistance and/or the support to an event is subject to a high public profile where Defence’s reputation may be impacted; such support is to be considered by Defence as a Public Event of Significance (PES) and classed as DACC 5. Part A, Chapter 6 of this manual details how PES support is to be managed.

INITIATION OF A REQUEST

5.4 DACC 5 requests, including those for inclusion in the PES 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. 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

5.5 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 non-emergency 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.

5.6 Upon receipt of request, JOSS will check it meets the DACC 5 categorisation, assess the approval level and take one of the following actions:

a. if the request is defined as a PES, forward to Military Strategic Commitments Division (MSC) for action and inclusion in the PES program
b. if the request involves multiple Groups/Services, forward to MSC who will appoint a lead Service/Group to scope and coordinate support once the request is approved
c. for non-PES, single-Group/Service request, forward to the relevant Group/Service for consideration and include MSC for information.

APPROVAL AUTHORITY

5.7 The approving authorities for DACC 5 tasks are as follow:

a. for any PES support and/or any support requests greater than $500,000 — MINDEF
b. for multi-Service or Group support requests $500,000 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. Deputy Service Chiefs, First Assistant Secretary Service Delivery (FASSD), First Assistant Secretary Infrastructure (FASI) — support $100,000 or less
f. single Service or Group support $50,000 or less — Service environmental Director General (Maritime, Land, Air), Director General Service Delivery.

5.8 MSC will staff requests to MINDEF, CDF, VCDF or HMSC. Other requests 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.
5.9 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.

5.10 JOSS will be assigned tactical control to HQJOC and if DACC 5 is used to facilitate large scale Defence support, the JOSS will work in direct support of the designated JTF or DACC Commander.

5.11 Further detail is described in the Part A, Chapter 4 of this manual coordination table.

INSURANCE

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

5.13 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.

5.14 If the insurance requirement is waived, the approving authority must still ensure that a MoU or Deed is signed by the DACC recipient. This ensures that the Australian Government will not be responsible for any claims for loss or damage except for loss or damage caused by, or arising out of, any act or omission by the Australian Government, its officers, employees or agents in providing DACC support.

INDEMNITY

5.15 Recipients of DACC 5 support 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. Commonwealth government recipients are excluded from meeting indemnity requirements for DACC support.

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

5.17 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 recipient of DACC 5 support. The Deed must be signed by both the appropriate Defence authority and the recipient of the support. Part A, Chapter 7 of this manual for guidance on the requirements of entering a Deed.
COST ESTIMATE

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

5.19 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.

COST RECOVERY

5.20 DACC 5 support is provided on the basis of full recovery of direct costs unless it meets the criteria listed below. The requesting organisation is to agree in advance for payment of these costs.

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

a. Where the support has been endorsed in the PES Program

b. Where costs are waived by an appropriate approver in accordance with AAI 6 and the reasons for waiver are justifiable and documented.

5.22 **Waiver of cost recovery.** Submissions for waiver of cost recovery (in accordance with [Attachment C of AAI 6 – Managing Defence Money](#)) are to be raised by:

a. MSC for DACC 5 tasks included on the PES 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.

5.23 **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 Volume 5 Chapter 29 Hire and Loan of Relevant Property to and from Sources External to Defence](#) and appropriate Service/Group Instructions.

5.24 **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 Edition 3 AL0
delegate approval, are to consider processing under Civil Use Policy (Defence 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

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

5.26 In order to track DACC costs and any recovery of costs, costs and revenue will need to 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 70771, where it does not relate to a designated military Operation.

SITUATION REPORTS

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

5.28 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

5.29 The level of ADF assistance approved for a DACC 5 support task (including that allocated against the PES Program) should be viewed as the maximum commitment. DACC 5 commitments (and particularly those allocated on the PES 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

5.30 The approving officer of the DACC 5 is to provide a PAR to the regional JOSS, within 28 days of the cessation of the DACC support. 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.
5.31 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.

5.32 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.
5.33 The process for providing DACC 5 support is summarised in Figure 5-1.

**Figure 5–1: Flowchart for DACC 5 support**

| Request          | Submitted to the regional JOSS  
|                  | (Note specific timeframes for PES consideration). |
| JOSS             | Register task on DACC database. |
| MSC              | Consider task for inclusion in PES schedule (if appropriate) and: |
|                  | • Appoint lead Service/Group OR |
|                  | • Provide to appropriate single Service/Group. |
| Approval         | MINDEF if PES or support >$500K |
|                  | CDF if multi-Service and <$500K |
|                  | VCDF/HMSC if multi-Service and <$250K |
|                  | Service Chief if single Service and <$250K |
|                  | Deputy Service Chief, FASSD, FASI and <$100K |
|                  | Service DG if single service and <$50K |

**Supporting documents**

- Request and MOU from requesting organisation (JOSS)
- Details of support to be provided (MSC or lead Service)
- Cost estimate and (if applicable) cost waiver (lead Service)
  • Recommendation (MSC or lead Service).

| Conduct          | SITREPs as required or as directed by Approving Officer. |
| Post task        | Submission of Post Activity Report and cost estimate. |

| Cost recovery    | Initiated as appropriate. |
CHAPTER 6

DACC CATEGORY 6—LAW ENFORCEMENT ASSISTANCE

6.1 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 force, or potential use, of force (including intrusive or coercive acts).

6.2 Note that any Defence assistance to domestic Australian law enforcement agencies which may involve the use of force by Defence members is not DACC and will be provided as Defence Force Aid to the Civil Authority.

6.3 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 explosive ordnance of military origin is a military responsibility and should not be treated as DACC)

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.

6.4 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 Civil Use Policy (CUP). For other Defence assistance outside of CUP, such as support to training requirements on and off base, DACC 5 is to be considered.

INITIATION OF A REQUEST

6.5 All DACC 6 requests are to be initiated by the law enforcement agency to the regional JOSS using format the provided on the DACC Request Form. The minimum level of authority required to lodge a DACC 6 request is Superintendent or SES Band 1 (or equivalent).

6.6 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.

6.7 **Registration.** It is the responsibility of the Service or Group receiving the request for assistance to ensure that the DACC 6 request is registered with the regional JOSS and a task registration number is assigned. For sensitive/urgent requests this may occur after the activity has been approved and support provided.

6.8 **Joint Operations Support Staff.** Upon acceptance of a task 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 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

c. continue to liaise with state/territory authorities—where appropriate, this may include deploying its Australian Defence Force Liaison Officers (ADFLO) to appropriate civil organisations to support the Defence effort.

**APPROVAL AUTHORITY**

6.9 The approving authorities for DACC 6 tasks are as follow:

a. for any public events of significance support and/or any support requests greater than $500,000 — MINDEF

b. for multi Service or Group support requests $500,000 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. Deputy Service Chiefs, First Assistant Secretary Infrastructure (FASI), First Assistant Secretary Service Delivery (FASSD) — support $100,000 or less

f. single Service or Group support $50,000 or less — Service environmental Director General (Maritime, Land, Air), Director General Service Delivery.

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

6.11 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.

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6.12 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

6.13 Before approving the provision of support, the Approving Officer 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 or DFACA

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

6.14 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

6.15 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.

6.16 JOSS will be assigned tactical control to HQJOC and if DACC 6 is used to facilitate large scale Defence support, the JOSS will work in direct support of the designated JTF or DACC Commander.

6.17 Further detail is described in Part A of this Manual, Chapter 4 Table 4-1.

INSURANCE AND INDEMNITY

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

FINANCE

COST ESTIMATE

6.19 DACC 6 is to have a cost estimate completed, utilising the DFG cost estimate calculator. Normally, the cost estimate is to be completed before the Approving Officer approves the commitment of Defence resource; however, this may be conducted after if the support is required before the paperwork is can be completed.

6.20 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

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

6.22 Waiver of cost recovery. Where an appropriate delegate agrees that there are justifiable circumstances, Defence may waive the requirement for cost recovery. Submissions for waiver of cost recovery (in accordance with Attachment B of AAI 6-Managing Defence Money) are to be raised by MSC, in consultation with the lead Group/Service.

6.23 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.

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6.24 **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 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

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

6.26 In order to track DACC costs and any recovery of costs, costs and revenue will need to 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

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

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

6.29 The approving officer of the DACC 6 is to provide a PAR to the regional JOSS, within 28 days of the cessation of the DACC support. 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.

6.30 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.

6.31 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.

**PROCESS CHART**

6.32 The process for providing DACC 6 support is summarised in Figure 6-1.

*Figure 6–1: Flowchart for DACC 6 support*

- **Request**
  - Submitted to the regional JOSS.

- **JOSS**
  - Register task on DACC database.

- **MSC**
  - Appoint lead Service/Group OR
  - Provide to appropriate single Service/Group.

- **Approval**
  - MINDEF if support >$500K
  - CDF if multi-Service and <$500K
  - VCDF/HMSC if multi-Service and <$250K
  - Service Chief if single Service and <$250K
  - Deputy Service Chief, FASSD, FASI and <$100K
  - Service DG if single service and <$50K

- **Supporting documents**
  - Request MOU from requesting organisation (JOSS)
  - Details of support to be provided (MSC or lead Service)
  - Cost estimate and (if applicable) cost waiver (lead Service)
    - Recommendation (MSC or lead Service).

- **Conduct**
  - SITREPs provided to MSC and other addressees.

- **Post task**
  - Submission of Post Activity Report and cost estimate.

- **Cost recovery**
  - Initiated as appropriate.