

MEMORANDUM OF UNDERSTANDING

between

The Royal Society for the Prevention of Cruelty to Animals W.A. Inc. ("RSPCA")

and

The Commercial Egg Producers Association of WA Inc. ("CEPA")**1.0 Preamble**

Both parties agree that to facilitate the successful investigation of alleged breaches of animal welfare in egg production it is important that a relationship exists between CEPA and the RSPCA which will foster cooperation and coordination.

The parties therefore recognise the need to cooperate in order to ensure that the welfare of layer hens in Western Australia are protected, and any alleged breaches of welfare are investigated in accordance with state legislature.

This MOU is not a contractual / binding agreement but sets out the agreed basis for cooperation between the parties.

2.0 Requests for Provision of Service

Requests shall only be made by RSPCA authorised General Inspectors.

Requests should be made to CEPA and not directly to their member organisations. The request is to be made in writing or by email addressing the correspondence to the CEPA Committee of Management.

CEPA may agree to the request or decline.

3.0 Liability

Under Sections of the Animal Welfare Act, General Inspectors (including RSPCA Inspectors) and persons assisting an Inspector (e.g. CEPA provided personnel) are protected from liability as set out in the following extracts from the Act.

48. Performance of an inspector's functions

- (1) When performing a function under this Act, an inspector may be accompanied or assisted by a person requested by inspector to assist.
- (2) A person accompanying or assisting an inspector may exercise a function of the inspector if, and to the extent, authorised by the inspector.

77. Obstruction of Inspectors

A person must not hinder, obstruct, abuse or threaten -

- (a) an inspector exercising a power under this Act; or
- (b) a person assisting an inspector to exercise a power under this Act.

Penalty: \$20,000 and imprisonment for one year.

92. Protection from liability

- (1) An action in tort does not lie against a person for anything that the person has, in good faith, done in the performance or purported performance of a function under this Act.
- (2) If this section provides that an action does not lie against a person for doing anything, the RSPCA, a local government of which the person is a member of staff, and the Crown are also relieved of any liability that they might otherwise have had for the doing of the thing by the person.
- (3) The protection given by this section applies even though the thing is done in the performance or purported performance of a function under this Act may have been capable of being done whether or not this Act had been enacted.
- (4) A person who, at the request of an inspector, is assisting the inspector to perform a function under this Act is taken, for the purposes of this section, to be performing a function under this Act.
- (5) In this section a reference to the doing of anything includes a reference to the omission to do anything.

The preceding is the limit of any indemnity that can be provided by RSPCA.

4.0 Costs

Should the RSPCA request CEPA or its subcontractor to provide a service, the request will be made in accordance with section 2 and if agreed to by both parties, CEPA will provide a service on a cost recovery basis from the RSPCA under normal commercial arrangements. Payment for services rendered is not contingent on any order for costs awarded through the courts.

CEPA may also choose to provide services without charge as a gesture of support for RSPCA / animal welfare.

If a prosecution occurs and is successful, the RSPCA may seek an order for costs through the courts against the guilty party, not limited to but including those rendered by CEPA for the provision of services as outlined above.

5.0 OH&S

Each party will be separately responsible for OH&S in relation to their respective Personnel and upon their respective insurances.

6.0 Personal Danger

If CEPA have any concerns about personal danger, they should withdraw from the situation and may request police protection in order to continue with provision of services.

RSPCA does not have police powers of arrest etc and cannot provide protection from personal danger (e.g. assault).

7.0 Biosecurity

Both parties will observe / comply with all required Biosecurity measures in their activities.

Signed by the Parties:

RSPCA

CEPA

Signature.....

Signature.....

Name.....

Name.....

Position.....

Position.....

Date

Date.....

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