

Deed of agreement

Media access

The Commonwealth of Australia represented by the
Department of Immigration and Citizenship (**DIAC**)

Details

Execution
Date

Parties

Name **The Commonwealth of Australia represented by the Department of Immigration and Citizenship**
Short form name **DIAC**

Name

Short form name **Media Entity**

ABN

Background

- A The Department of Immigration and Citizenship (DIAC) has the responsibility for detaining people without the authority to be in Australia (these people are known as unlawful non-citizens). They are accommodated in administrative detention arrangements while their removal from Australia is arranged or while they await the outcome of a visa application process or the regularisation of their status.
- B The Media Entity wishes to learn more about the administrative detention arrangements.
- C DIAC is willing to grant to the Media Entity access to immigration detention facilities in a manner that respects the privacy of the detainee clients residing in such facilities, and protects the identities of both the detainee clients and other third parties.
- D The purpose of this Deed is to create a formal legal relationship, based on mutual trust, between DIAC and the Media Entity concerning the Media Entity's visit to the immigration detention facilities.
- E This Deed sets out the arrangements for the Media Entity's visit to an immigration detention centre or immigration detention facility, and sets out the access rules, visitation procedures, media content restrictions, and subsequent editing requirements.

Part A – Agreement details

Item number	Description	Details
1.	Execution Date	<i>[Insert date of execution]</i>
2.	DIAC	Name: The Department of Immigration & Citizenship Address: Facsimile: Attention: Sandi Logan Email:
3.	Media Entity	Name: ABN: Address: Facsimile: Attention: Email:
4.	Visit Date	<i>[Insert date of visit]</i>
5.	DIAC Representative(s)	<i>[Insert name of DIAC Representative(s) involved with the Visit (eg presenting the arrival briefing, conducting the tour, and/or reviewing the media content)]</i>
6.	Media Representative(s)	Note: All Media Representatives attending the Visit should be listed in this Item 6 of Part A, and each Media Representative listed below must sign a copy of the Media Representative Deed, a copy of which is included as Schedule 3 to this Deed. <i>[Insert name and position of each Media Representative]</i>
7.	IDF	<i>[Insert the name of the immigration detention facility or centre where the Visit will take place]</i>
8.	Documentation Delivery Date	<i>[Insert the date on which the Media Entity must return all documents to DIAC (including a signed copy of this Deed)]</i>

Part B – Standard terms and conditions

1. Term & exclusivity

1.1 Term

The term of this Deed commences on the Execution Date and, subject to this Deed, will expire at the completion of the Visit.

1.2 No exclusive relationship

Nothing in this Deed prevents DIAC from facilitating media access to any immigration detention centre or immigration detention facility for other media organisations.

2. DIAC obligations

The Media Entity acknowledges:

- (a) that the Commonwealth has a responsibility to protect the privacy of the Detainee Clients and the Protected Parties;
- (b) it is not in the Australian Government's interests that the Media Entity's participation in a Visit facilitates a refugee *sur place* claim;
- (c) public identification of people in immigration detention may lead to adverse attention from the authorities in the Detainee Client's country of origin (also potentially leading to refugee *sur place* claims);
- (d) public identification of people in immigration detention may jeopardise the safety of the Detainee Client's family overseas; and
- (e) the protection of the privacy and identity of the Detainee Clients is paramount and prevails over any interest (of the Media Entity, the public or otherwise) that might arise from the disclosure of the identity of the Detainee Client.

3. Control of the Media Representative

If, under this Deed, the Media Entity is under an obligation to ensure that the Media Representative fulfils certain obligations, then the Media Entity is so obliged to do so to the extent that the Media Entity employs, contracts or otherwise controls the Media Representative.

4. Protection of privacy

- (a) The Media Entity acknowledges that standard DIAC policy prohibits visitors from photographing, filming, audio recording or in any other way recording the Detainee Clients or Protected Parties in the IDF.
- (b) The Media Entity will: (i) at all times use its best efforts to protect the privacy of all Detainee Clients and Protected Parties; and (ii) ensure the Media Representative uses best efforts to protect the privacy of all Detainee Clients and Protected Parties.

5. Rules of access

5.1 Restricted activities

- (a) The Media Entity must not, and must ensure that the Media Representative does not:
 - (i) interview or otherwise engage in any substantive communication with any Detainee Clients; or
 - (ii) with the exception of the DIAC Representative, interview or otherwise engage in any substantive communication with any Protected Parties.
- (b) If the Media Entity or Media Representative obtains any Media Content as a result of the Media Representative engaging in any of the restricted activities listed in clause (a), the Media Entity must immediately destroy such Media Content in a manner specified by DIAC.

5.2 Equipment Requirements

The Media Entity must ensure that all Media Representatives comply with the Equipment Requirements.

5.3 Access Procedures

The Media Entity must comply with the Access Procedures.

6. Pooled Media Arrangement

6.1 Pooled Media Visits

- (a) From time to time, DIAC may facilitate a Pooled Media Visit for media organisations that have entered into a Pooled Media Arrangement.
- (b) The Media Entity must ensure at least one Media Representative attends the Pooled Media Visit to participate as a member of the Pooled Media Team.

6.2 Pooled Media Content

- (a) To the extent that the Media Entity will be responsible for the editing, storage and distribution of the Pooled Media Content, when distributing the Pooled Media Content (in whole or in part) to media organisations who are members of the Pooled Media Arrangement, the Media Entity will only provide a copy of the Pooled Media Content to the media organisations:

- (i) who have supplied at least one Media Representative pursuant to clause 6.1(b); and
 - (ii) who have executed a Deed of Agreement with the Commonwealth.
- (b) If the Media Entity is in receipt of Pooled Media Content, the Media Entity must:
- (i) review the related Media Content Review Form, and
 - (ii) not use, disseminate, publish or broadcast any portion of such Pooled Media Content that does not comply with the editing requirements set out in the applicable Media Content Review Form.
- (c) Subject to clause 6.2(d), the Media Entity must not, at any time:
- (i) provide a copy the Pooled Media Content (in whole or in part) to any media organisation that is not a party to the Pooled Media Arrangement; or
 - (ii) permit a media organisation that is not a party to the Pooled Media Arrangement to access the Pooled Media Content (in whole or in part);
- without the prior approval of DIAC, which will not be unreasonably withheld.
- (d) Clause 6.2(c) does not apply to the Media Entity's typical distribution and sharing arrangements with affiliates located within Australia.

7. Visit procedures

7.1 Arrival briefing

- (a) At the commencement of the Visit, each Media Representative must attend a short visitation briefing with the DIAC Representative. This briefing may include a review of the security and privacy requirements, an overview of the IDF procedures, and an explanation of the immigration processing operation.
- (b) If the Media Representative has any of the Restricted Items, such items may be given to the DIAC Representative at this time, and collected prior to departure.
- (c) The Media Entity must ensure that the Media Representative designated as the video camera

operator will film a short written privacy statement prior to shooting any footage at the IDF. This privacy statement will stress the importance of not identifying any Detainee Clients or Protected Parties. The Media Entity agrees to preserve the privacy statement on the footage, such that all edited and archived versions of the footage contain the privacy statement.

7.2 Escorted tour

- (a) The Media Representative will be escorted through the IDF and must at all times maintain a reasonably close proximity to the DIAC Representative.
- (b) The DIAC Representative will be available to answer questions and provide off-air/off-camera background information.
- (c) Throughout the Visit, the Media Representative will follow the reasonable instructions of the DIAC Representative, and the Media Entity acknowledges and agrees that the directions of the DIAC Representative may include a direction for the Media Representative to cease collecting or recording Media Content on a temporary or permanent basis.

7.3 Restrictions on Media Content

- (a) Media Content must not prejudice the Commonwealth's national interests.
- (b) Without limiting clause 7.3(a), Media Content must not:
 - (i) disclose the identity of any Detainee Client or Protected Party;
 - (ii) be inconsistent with DIAC's statutory functions or responsibilities;
 - (iii) breach the privacy of Detainee Clients or the Protected Parties;
 - (iv) disclose facts relating to operational security; or
 - (v) cause DIAC to breach the privacy of Detainee Clients or the Protected Parties.

7.4 Review of Media Content

- (a) At the completion of the escorted tour, the DIAC Representative will request all Media Representatives present their Media Content for review.

- (b) All Media Representatives must promptly supply all Media Content to the DIAC Representative.
- (c) The DIAC Representative will review the Media Content to ensure that the Media Content complies with the requirements of this Deed.
- (d) The Media Entity agrees that DIAC has absolute discretion to determine whether the Media Content complies with this Deed.
- (e) If any parts of the Media Content are deemed unsuitable by the DIAC Representative for failing to comply with the requirements of this Deed, the DIAC Representative will advise the Media Representative as to which portions of the Media Content:
 - (i) in the case of video footage and still images, must be edited using a pixellation effect or must be deleted; and
 - (ii) in the case of audio recordings, whether combined with video footage or otherwise, must be muted or must be deleted.
- (f) The DIAC Representative will complete the Media Content Review Form, noting the relevant time codes and pixellation/muting/deletion requirements. The Media Representative will review the completed Media Content Review Form and sign the form on behalf of the Media Entity.

8. Editing Media Content

8.1 Compliance with Media Content Review Form

- (a) Prior to any use of the Media Content, the Media Entity must edit the Media Content as directed on the applicable completed Media Content Review Form, and delete such Media Content as directed by DIAC.
- (b) The Media Entity must not use any Media Content that has not been edited in accordance with the applicable Media Content Review Form.

8.2 Permitted uses

Media Content correctly edited in accordance with the applicable Media Content Review Form, may be used by the Media Entity for any of the following purposes:

- (a) broadcasting;
- (b) publishing;

- (c) subject to clause 6.2(c), publicly or selectively disseminating or releasing;
- (d) making available online or electronically transmitting; or
- (e) making of public comment in relation to the Media Content.

8.3 Compliance with Privacy Act

To the extent that the Media Content deals with personal information, the Media Entity agrees that it will be bound by, and will comply with, all relevant provisions of the *Privacy Act 1988* (Cth).

9. Security considerations

- (a) All Visits are subject to security considerations on the Visit Date. The Media Entity acknowledges that security conditions may change during a Visit, and the DIAC Representative may terminate a Visit in the event of a threat of sudden and imminent danger, or in the event of operational security requirements.
- (b) The DIAC Representative has the sole authority to terminate a Visit for security reasons and any such determination is non-negotiable.
- (c) In the event a Visit is terminated for security reasons, all Media Representatives must immediately follow the directions of the DIAC Representative.

10. Intellectual property

All ownership rights, including intellectual property and moral rights, associated with the Media Content will remain with the Media Entity that created such Media Content. Nothing in this Deed transfers ownership of, or grants a license to use, the Media Content. Media organisations party to the Pooled Media Arrangement will determine any ownership and licensing rights associated with any Pooled Media Content.

11. Failure to comply

- (a) If during a Visit, the Media Representative fails to comply with the requirements set out in this Deed and/or the Media Representative Deed, the DIAC Representative may immediately terminate the Visit for that Media Representative. The Media Representative must promptly exit the IDF in accordance with the directions of the DIAC Representative.

- (b) If the Media Entity breaches the terms of this Deed, or the Media Representative, breaches the terms of the Media Representative Deed, DIAC may suspend or prohibit the Media Entity and/or the relevant Media Representative from future visits of any immigration detention centre or immigration detention facility for any period of time (including the permanent expulsion of the Media Entity and/or Media Representative).
- (c) If the Media Content does not comply with the requirements of this Deed, DIAC reserves the right to obtain an injunction or pursue any other available legal remedies.
- (d) The Media Entity acknowledges and agrees that if it breaches this Deed:
 - (i) damages may be an inadequate remedy; and
 - (ii) in any proceedings the Media Entity will not assert that damages is an adequate remedy if the Commonwealth seeks equitable relief.

12. No endorsement

The Media Entity agrees that nothing in this Deed, or the visit procedures implemented pursuant to this Deed, constitutes an endorsement by the Commonwealth of any Media Content (in whole or in part), or any subsequent media report generated in relation to a Visit.

13. Communications

All documents, questions, or communications regarding this Deed should be directed to the DIAC officer or representative set out in item 2 of Part A.

14. Miscellaneous

- (a) The Media Entity warrants that:
 - (i) it has the power, authority, capacity and contractual arrangements in place to execute this Deed and to lawfully perform and comply with their obligations fully;
 - (ii) it will ensure that any Related Bodies Corporate or Associates of the Media Entity that have access to the Media Content will comply with the terms of this Deed; and
 - (iii) all actions necessary for the authorisation, execution and performance of this Deed have been duly taken.

- (b) The rights and obligations of the Media Entity under this Deed may not be assigned, sublicensed or otherwise transferred by the Media Entity.
- (c) The Media Entity must pay its own costs of executing this Deed.
- (d) DIAC does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by DIAC.
- (e) This Deed constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.
- (f) A term or part of a term of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining terms or parts of the terms of this agreement continue in force.
- (g) This Deed is governed by the law of Australian Capital Territory and irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.
- (h) Clauses 4, 6.2, 7.3, 8, 10, 11, 12, 13, 14, and 15 survive the termination or expiry of this Deed, as do any other provisions that by implication from their nature are intended to survive the termination or expiry, and any rights and remedies accrued before termination.

15. Defined terms & interpretation

15.1 Defined terms

In this Deed:

Access Procedures means the access rules and procedures set out in Schedule 1 (Access Procedures).

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday where the applicable IDF is located.

Business Hours means from 9.00am to 5.00pm on a Business Day.

Commonwealth means the Commonwealth of Australia.

Detainee Client means a person who is detained at the IDF under the *Migration Act 1958* (Cth).

DIAC means the Department of Immigration and Citizenship as set out in item 2 of Part A.

DIAC Representative means the DIAC officer or staff member, set out in item 5 of Part A, responsible for escorting the Media Representative and/or reviewing the Media Content.

Documentation Delivery Date means the date set out in item 8 of Part A.

Equipment Requirements means the audio and visual equipment requirements set out in Schedule 4 (Equipment Requirements).

Execution Date means the date set out in item 1 of Part A.

IDF means the immigration detention facility or immigration detention centre set out in item 7 of Part A.

Media Content means any audio, or visual content (whether in digital or other forms) captured, recorded or obtained during a Visit, including without limitation, video footage, audio recordings, and photographs.

Media Content Review Form means the review form to be completed at the end of each Visit, in the format set out in Schedule 2 (Media Content Review Form).

Media Entity means the media organisation party to this Deed as set out in item 3 of Part A.

Media Representative means the individual(s) attending the IDF on behalf of the Media Entity, as set out in item 6 of Part A.

Media Representative Deed means the media representative deed of agreement to be entered into by each Media Representative prior to the Visit Date, in the format set out in Schedule 3 (Media Representative Deed).

Part A means 'Part A – Agreement details' of this Deed.

Part B means 'Part B – Standard terms and conditions' of this Deed.

Pooled Media Arrangement means the pooled media arrangement entered into by the Media Entity, prior to the Visit Date.

Pooled Media Content means the Media Content gathered by the Pooled Media Team.

Pooled Media Team means the Media Representatives, together with media representatives from other media organisations, that will collect all media content (written, audio or visual) pursuant to the Pooled Media Arrangement.

Pooled Media Visit means an escorted visit to the IDF by a Pooled Media Team.

Protected Parties means third parties present at the IDF during the Visit, including without limitation, visitors from the general public, DIAC staff and officers, DIAC contractors and their personnel, officers and personnel of the services providers to DIAC, or representatives from other Commonwealth agencies.

Restricted Items means the items listed in section 3 of Schedule 1 (Access Procedures).

Visit means the access visit by a Media Representative at the IDF, commencing on the Media Representative's entrance of the IDF and continuing to the Media Representative's exit from the IDF and includes a Pooled Media Visit.

Visit Date means the date on which the Visit occurs as set out in item 4 of Part A.

15.2 Interpretation

In this Deed, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this agreement, and a reference to this agreement includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (f) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

- (g) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;
- (h) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (i) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it; and
- (j) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

15.3 Headings

Headings are for ease of reference only and do not affect interpretation.

Schedule 1 – Access Procedures

1. Schedule of Access Procedures

- 1.1 For the purposes of this schedule, unless otherwise indicated, all defined terms have the same meaning as set out in the Department of Immigration and Citizenship (**DIAC**) deed of agreement regarding media access (**Deed**).
- 1.2 To the extent of any inconsistency between the Deed and this schedule, the terms and conditions of the Deed will prevail.

2. Documentation

- 2.1 The Media Entity must deliver to DIAC a duly executed copy of this Deed, together with a duly executed copy of the Media Representative Deed for each Media Representative engaged by the media Entity to attend the Visit. The Media Entity must return the necessary documentation to DIAC by the Documentation Delivery Date.
- 2.2 Unless approved otherwise by DIAC, the Media Entity must ensure that each Media Representative:
 - (a) completes and signs an IDC Visitor Application Form for each visit, and
 - (b) as a condition of entry, completes and signs the IDC Visitor Conditions of Entry Form and brings the form to the IDF on the visit.

Copies of the current IDC Visitor Application Form and IDC Visitor Conditions of Entry Form may be obtained from the following DIAC website: <http://www.immi.gov.au/managing-australias-borders/detention/visiting/visiting.htm>.

- 2.3 DIAC reserves the right to deny IDF access to any Media Representative that has not completed and delivered to DIAC the necessary documentation as set out in this section 2.

3. Restricted items

- 3.1 The Media Entity must ensure that the Media Representative does not carry into the IDF any mobile phones, cameras, video/audio recorders, and other restricted items, without prior approval of the DIAC Representative.
- 3.2 Only those Media Representatives identified as video camera operators and photographers are permitted to bring cameras, visual recording, or photographic equipment into the IDF.

Schedule 2 - Media Content Review Form

Media Content Review Form

Note: This form must be completed and signed by the DIAC Representative and the Media Representative on the Visit Date. The DIAC Representative will review the Media Content collected by the Media Representative, and record the required edits on this form, including the specific time codes. If the Media Content is to be distributed pursuant to the Pooled Media Arrangement, each media entity that intends to use the Media Content must be issued with a copy of the completed Media Content Review Form. For the purposes of this form, unless otherwise indicated, all defined terms have the same meaning as set out in the Department of Immigration and Citizenship (**DIAC**) deed of agreement regarding media access (**Deed**).

Time in	Time out	Description	Action required
			Pixelate / Mute / Delete
			Pixelate / Mute / Delete
			Pixelate / Mute / Delete
			Pixelate / Mute / Delete
			Pixelate / Mute / Delete
			Pixelate / Mute / Delete
			Pixelate / Mute / Delete
			Pixelate / Mute / Delete
			Pixelate / Mute / Delete
			Pixelate / Mute / Delete
			Pixelate / Mute / Delete
			Pixelate / Mute / Delete
			Pixelate / Mute / Delete

Time in	Time out	Description	Action required
			Delete
			Pixelate / Mute / Delete
			Pixelate / Mute / Delete

The shots, imagery and/or audio identified herein has been listed, in accordance with the terms of the Deed, for further action as listed: pixelate, mute or delete.

By signing this, the Media Representative (the signatory) binds the Media Entity to the terms and conditions of the Deed. Failure to comply with the instruction/agreed action may constitute a breach of the Deed.

DIAC REPRESENTATIVE

MEDIA REPRESENTATIVE

Signed: _____

Signed: _____

Name:

Name:

Date:

Date:

Schedule 3 - Media Representative Deed

DIAC Media Representative Deed

Note: For the purposes of this form, unless otherwise indicated, all defined terms have the same meaning as set out in the Department of Immigration and Citizenship (**DIAC**) deed of agreement regarding media access (**Media Access Deed**). Each Media Representative attending the IDF must complete this form.

Deed of agreement - Media Representative

1. I, _____ [name], of _____ [address], representative of _____ (**Media Entity**), have read and understood the terms and conditions of DIAC's deed of agreement regarding media access, dated _____ [date], as entered into by the Media Entity (**Media Access Deed**).
2. I acknowledge the importance of using responsible media recording techniques to respect the privacy of the Detainee Clients, and to protect the identities of both the Detainee Clients and any Protected Parties present during the Visit.
3. I agree to:
 - (a) comply with the Equipment Restrictions;
 - (b) the Access Procedures;
 - (c) follow the direction of the DIAC Representative at all times during the Visit; and
 - (d) immediately cease collecting or recording any Media Content as instructed by the DIAC Representative.
4. I will not, at any time during a Visit:
 - (a) communicate (verbal, written or other) with a Detainee Client; or
 - (b) photograph, take video footage or audio recording of a Detainee Client's attempts to communicate with any members of the media.
5. When capturing Media Content, I agree to use best efforts to utilise recording techniques that protect the identities of the Detainee Clients and Protected Parties; including using best efforts to capture video footage and photographs from behind, such that individual faces, profiles or any view revealing the identity of a Detainee Client or Protected Party, are not captured in the Media Content.
6. I acknowledge that if during a Visit I fail to comply with the Media Representative requirements set out in the Media Access Deed and/or this deed, the DIAC Representative may immediately terminate the Visit.
7. If the Visit is terminated, I agree to immediately follow the directions of the DIAC Representative.
8. At the conclusion of my Visit, I agree to immediately make available to DIAC, for review, all Media Content recorded or collected during my Visit.
9. I will be attending the IDF on behalf of the Media Entity to perform my role as a _____ [position – journalist, camera operator, photographer, other].

10. I acknowledge that if I breach the terms of this deed, DIAC may suspend or prohibit me, and/or the Media Entity, from future visits of any immigration detention centre or immigration detention facility for any period of time (including permanent expulsion).
11. I have entered into this deed on _____ *[date of signature]*.

EXECUTED as a deed.

Signed sealed and delivered by

Name of Media Representative (print)

in the presence of

Signature of witness

Name of witness (print)



Signature of Media Representative



Name and Position of Media Representative (print)

Schedule 4 - Equipment Requirements

1. Schedule of Equipment Requirements

- 1.1 For the purposes of this schedule, unless otherwise indicated, all defined terms have the same meaning as set out in the Department of Immigration and Citizenship (**DIAC**) deed of agreement regarding media access (**Deed**). Each Media Representative must comply with the Equipment Requirements throughout each Visit.
- 1.2 To the extent of any inconsistency between the Deed and this schedule, the terms and conditions of the Deed will prevail.

2. Television Camera

- 2.1 Television camera equipment (camera) approved for entry in to the detention environment must:
 - (a) Not be connected to microwave transmitter equipment or be in a mode that enables video/audio to be transmitted;
 - (b) Not be connected to -- send/receive -- radio frequency (RF) audio signal, eg. radio microphone;
 - (c) Have the on-camera tally lights activated when in 'record mode' – front and rear (eg. on the viewfinder and rear of camera);
 - (d) Have the ability to distribute video output with embedded time code (TC) via B&C connector built in to the camera;
 - (e) Have in-built 3.5mm (TRS) audio jack for audio monitoring; and
 - (f) Have the ability to playback -- controlled from the camera -- material recorded/stored within the camera.

3. Television Options

- 3.1 Option-A
 - (a) Approved television camera equipment and operator will be accompanied by a DIAC Representative.
 - (b) The camera will not be connected to any audio/video transmitter.
 - (c) At the completion of the tour, the contents recorded/stored on camera media will be reviewed by the accompanying DIAC Representative. The camera will be connected to an external audio/video monitor via the camera's in-built video output -- connected by B&C -- with time code (TC) embedded in the output.
 - (d) Video and audio product contained on the camera media requiring post production alteration, including: pixellation, muting or deletion, will be noted on the applicable Media Content Review Form and matched to the time code.
 - (e) At all times the television camera equipment will remain in the possession and control of the media representative.
- 3.2 Option-B
 - (a) DIAC will provide a video camera and media (XD) for the pool operator to use. An approved camera operator will have access to this camera while accompanied by the DIAC Representative.

- (b) At the completion of the tour, the camera media will be unloaded and reviewed -- on-site -- by the accompanying DIAC Representative.
- (c) Video and audio product contained on the camera media requiring post production alteration, including: pixellation, muting or deletion, will be noted on the applicable Media Content Review Form and matched to the time code.

4. Stills cameras

- 4.1 Stills camera equipment (stills camera) approved for entry in to the detention environment must:
 - (a) Not be connected to microwave transmitter equipment or be in a mode that enables video/audio to be transmitted;
 - (b) Not be connected to -- send/receive -- radio frequency (RF) audio signal, eg. radio microphone;
 - (c) Have the ability to replay video output with embedded time code (TC); and
 - (d) Have the ability to playback -- controlled from the camera -- material recorded/stored within the camera.
- 4.2 Approved stills camera equipment and operator will be accompanied by the DIAC Representative.
- 4.3 For still images, file numbering will be set to zero (0) at commencement. of the visit.
- 4.4 At the conclusion of the tour, video and audio product and still images will be reviewed by the accompanying DIAC Representative. The camera will be connected to an external audio/video monitor via the camera's in-built video output -- connected by B&C -- with time code embedded in the output.
- 4.5 Video and audio product contained on the camera media requiring post production alteration, including: pixellation, muting or deletion, will be noted on the applicable Media Content Review Form and matched to the time code.
- 4.6 All still images requiring post production alteration, including: pixellation or deletion, will be noted on the applicable Media Content Review Form and matched to the file number stored on the meta-data.
- 4.7 At all times the still camera will remain in the possession and control of the media representative.

5. Digital audio recording devices

- 5.1 Digital audio recording devices approved for entry in to the detention environment must:
 - (a) Not be connected to microwave transmitter equipment or be in a mode that enables audio to be transmitted;
 - (b) Not be connected to -- send/receive -- radio frequency (RF) audio signal, eg. radio microphone;
 - (c) Not record video; and
 - (d) Have the ability to playback -- controlled from the device -- material recorded/stored within the device with embedded time code (TC).
- 5.2 A Media Representative with an approved digital audio recording device will be accompanied by the DIAC Representative.
- 5.3 At all times the digital audio recording device will remain in the possession and control of the media representative.

6. Media Content Review - Audio Visual and Stills Imagery

- 6.1 As agreed in the Deed, at the completion of the tour, the contents recorded/stored on camera media will be reviewed by the DIAC Representative. The camera (video, still or other) will be connected to an external audio/video monitor via the camera's in-built video output -- connected by B&C -- with time code (TC) embedded in the output.
- 6.2 Video and audio product contained on the camera media requiring post production alteration, including pixellation, muting or deletion, will be noted on the applicable Media Content Review Form and matched to the time code.
- 6.3 Still images requiring post production alteration, including pixellation or deletion, will be noted on the applicable Media Content Review Form and matched to the file number stored on the meta-data. This Media Content Review Form provides the meta-data identification for each still image requiring editing with details of the pixellation or deletion required.

7. Media Content Review – Digital audio recordings

- 7.1 As agreed in the Deed, at the completion of the tour, the contents recorded/stored on digital audio recording device media will be reviewed by the DIAC Representative. The digital audio recording device will be connected to an external audio monitor with time code (TC) embedded in the output.
- 7.2 Audio product contained on the device media requiring post production alteration, including muting or deletion, will be noted on the applicable Media Content Review Form and matched to the time code.

Signing page

EXECUTED as a deed.

Signed sealed and **delivered** for and on behalf of the **Commonwealth of Australia** by its duly authorised delegate in the presence of

<hr/>	←	<hr/>	←
Signature of witness		Signature of delegate	
<hr/>		<hr/>	
Name of witness (print)		Name of delegate (print)	
		<hr/>	
		Position of delegate (print)	

OPTION 1 – Section 127 Execution

Signed sealed and **delivered** by

<hr/>			
Name of Media Entity (print)			
in accordance with Section 127 of the <i>Corporations Act 2001</i> :			
<hr/>	←	<hr/>	←
Signature of director		Signature of director/company secretary (Please delete as applicable)	
<hr/>		<hr/>	
Name of director (print)		Name of director/company secretary (print)	

OPTION 2 – Power of Attorney Execution

Signed sealed and delivered by

Name of signatory (print)

as attorney for

Name of Media Entity (print)

under power of attorney

dated _____

registered number _____

book number _____

in the presence of

Signature of witness



Signature of signatory



Name of witness (print)

Name of signatory (print)