

Memorandum of Understanding

between

the Royal Society for the Prevention of Cruelty to
Animals (Victoria) (ABN 56 749 449 191)

and

Agriculture Victoria (ABN 90 719 052 204)

Version: 01 September 2025

Parties

This Memorandum of Understanding is made between:

Agriculture Victoria of 8 Nicholson St, East Melbourne VICTORIA 3002

and

Royal Society for the Prevention of Cruelty to Animals (Victoria) of 3 Burwood Highway, East Burwood VICTORIA 3151 (**RSPCA Victoria**).

1. Definitions

1.1. In this document:

- (a) **Agriculture Victoria** is part of the Department of Energy, Environment and Climate Action
- (b) **Agriculture Victoria Animals** means animals of a species used for primary production, excluding those referred to in Item 1(b) of **Schedule 1** to the MoU
- (c) **DA Act** means the *Domestic Animals Act 1994* (Vic), as amended from time to time
- (d) **DEECA** means the Department of Energy, Environment and Climate Action
- (e) **Minister** means the Minister for Agriculture for the State of Victoria
- (f) **MoU** means this document
- (g) **POCTA Act** means the *Prevention of Cruelty to Animals Act 1986* (Vic), as amended from time to time
- (h) **RSPCA Animals** means the animals specified in **Schedule 1** to this MoU
- (i) **RSPCA Victoria Inspectors** means officers of RSPCA Victoria appointed as:
 - (i) general inspectors under s 18 of the POCTA Act; and
 - (ii) specialist inspectors under s 18A of the POCTA Act; and
 - (iii) persons authorised under s 24ZW(1)(b)(iii) of the POCTA Act to file charges for offences against Part 2 or Part 2A of the POCTA Act; and
 - (iv) restricted authorised officers under s 71A of the DA Act, as the case may be, and operating within the RSPCA Victoria Inspectorate; and
- (j) **RSPCA Victoria Inspectorate** means the operational unit within RSPCA Victoria referred to and known as the Inspectorate and comprised of RSPCA Victoria Inspectors authorised to investigate and prosecute offences under the POCTA Act and Part 4 of the DA Act, as relevant.

2. Background

- 2.1. The Minister has portfolio responsibility for the administration of the POCTA Act and the DA Act under Victorian Government administrative arrangements.
- 2.2. The Minister may approve in writing full-time or part-time officers of RSPCA Victoria to be general inspectors in accordance with section 18 of the POCTA Act. The Minister may, by instrument in writing, appoint any person whom the Minister considers to have appropriate qualifications to be a specialist inspector under section 18A of the POCTA

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Act. The Minister may authorise full-time officers of the RSPCA to file charge sheets for offences under Part 2 or Part 2A of the POCTA Act in accordance with section 24ZW(1)(b)(iii) of the POCTA Act. The Minister may, by instrument, appoint restricted authorised officers in accordance with section 71A of the DA Act.

- 2.3. RSPCA Victoria will only recommend a person for approval, appointment or authorisation under clause 2.2 if that person:
- (a) is an employee of RSPCA Victoria and has satisfied the relevant probity checks under the RSPCA Victoria recruitment process (including a National Police Check and an annual conflict of interest declaration); and
 - (b) has not been found guilty of a criminal offence that would affect, or be likely to affect, their role as an inspector or authorised officer (as the case may be); and
 - (c) has relevant skills, knowledge, education, training and experience to exercise the powers and functions under the POCTA Act and DA Act in respect of which they are being appointed or approved for the purposes of this MoU; and
 - (d) is a full-time officer of RSPCA Victoria in the case of recommendation for authorisation for the purposes of section 24ZW(1)(b)(iii) of the POCTA Act.
- 2.4. RSPCA Victoria will promptly advise the Minister if an RSPCA Victoria Inspector's employment situation changes such that cancellation of their appointment would be warranted.
- 2.5. The State of Victoria through DEECA provides funding to RSPCA Victoria, as a contribution towards the costs of the RSPCA Victoria Inspectorate. The terms and conditions of that funding are set out in a funding agreement.

3. Term and review process

- 3.1. This MoU will commence on the date on which both Parties sign the MoU and continue to 31 August 2026.
- 3.2. Either Party may elect to terminate this MoU by giving the other Party no less than 6 months' written notice.
- 3.3. The Parties may, by further agreement, vary, extend, amend or add to the terms of this MoU.
- 3.4. This MoU may only be amended or varied by agreement in writing of both Parties.
- 3.5. Without limiting clause 3.3, this MoU may be reviewed at the request of either Party.

4. Purpose of this MoU

- 4.1. The purpose of this MoU is to establish arrangements for the Parties to work co-operatively with respect to animal welfare. It sets out the Parties' agreement on:
- a) the type of animal welfare cases for which the RSPCA Victoria Inspectorate is responsible;
 - b) the circumstances in which a Party may ask for assistance on an animal welfare case;

- c) the circumstances in which a Party may ask that responsibility for an animal welfare case be transferred from that Party to the other Party;
 - d) minimum expectations and requirements for the proper and effective governance of the RSPCA Victoria Inspectorate by RSPCA Victoria;
 - e) how complaints against RSPCA Victoria Inspectors and the RSPCA Victoria Inspectorate are to be dealt with;
 - f) RSPCA Victoria's reporting requirements;
 - g) requirements for liaison between the Parties;
 - h) the Parties' agreement on media policy for public comment on animal welfare cases;
 - i) how any disputes between the Parties arising from or in connection with the MoU are to be resolved; and
 - j) duration and amendment of the MoU.
- 4.2. Agriculture Victoria acknowledges the role and contribution of RSPCA Victoria in providing for and promoting animal welfare through enforcement activities under the POCTA Act and the DA Act, as well as through its education and animal care activities. This MoU reflects the spirit of partnership and collaboration between Agriculture Victoria and RSPCA Victoria in enforcing, supporting and promoting animal welfare in Victoria.

5. No intention to create legal relations

- 5.1. The Parties intend to use their best endeavours to abide by the objectives and terms set out in this MoU, although it is not a contract and is not legally binding.
- 5.2. Except as otherwise provided in this MoU, nothing in this MoU gives either Party the authority to act on behalf of the other Party or gives rise to a partnership, agency, joint venture or any form of fiduciary relationship or contract of employment between the Parties. The Parties are independent of each other and neither is liable for the losses, liabilities, costs or expenses caused by the other.

6. Responsibility for animal welfare cases

- 6.1. The Parties agree to the following division of responsibility for responding to animal welfare and cruelty complaints.
 - (a) For the purposes of this MoU, the RSPCA Victoria Inspectorate is responsible for responding to animal welfare and cruelty complaints (including the conduct of investigation and any prosecution under the POCTA Act and the DAA, as relevant) in all cases involving RSPCA Animals, subject to clauses 6.2 and 6.3 of this MoU.
 - (b) For the purposes of this MoU, Agriculture Victoria is responsible for responding to animal welfare and cruelty reports (including the conduct of investigation and any prosecution under the POCTA Act) in all cases involving Agriculture Victoria Animals.

- 6.2. Despite anything in clause 6.1 of this MoU the RSPCA Victoria Inspectorate is not responsible for:
- (a) responding to animal welfare and cruelty complaints in connection with:
 - (i) hunting activity and wildlife (including in relation to enforcement of any licensing requirements or conditions) or
 - (ii) abattoirs; or
 - (b) administration or enforcement of Division 2, Part 2 of the POCTA Act in respect of licence and permit schemes for rodeos, or Part 3 of the POCTA Act (Scientific Procedures).
- 6.3. Despite anything in clause 6.1 of this MoU, in emergency management situations, the *Victorian Emergency Animal Welfare Plan* sets out the framework for responding to animal welfare needs in an emergency.
- (a) Under the plan, in emergencies, Agriculture Victoria is the primary state agency for the provision of welfare support for all animals, other than wildlife, which is the responsibility of DEECA's Biodiversity Division.
 - (b) In each of the above cases, RSPCA Victoria may provide emergency response support as a secondary support agency under the control and direction of the primary state agency and generally in accordance with the *RSPCA Victoria Emergency Response Plan*.
- 6.4. The Parties acknowledge and agree that the division of responsibility for animal welfare cases is implemented and managed through the triaging of animal welfare reports received by the Parties from the public and other relevant sources so that the Parties attend to reports in respect of animal welfare cases for which they are responsible under this MoU. The Parties each agree that they will ensure that they have in place, appropriate processes, procedures and protocols to enable effective triaging of animal welfare complaints and reports.
- 6.5. Despite clauses 6.1 and 6.4 the Parties acknowledge that from time to time, despite best efforts of the Parties to triage animal welfare reports, there may be instances where Agriculture Victoria or RSPCA Victoria Inspectors attend to an animal welfare report for which they are responsible under this MoU, but there is present an animal welfare situation which would otherwise be the responsibility of the other Party under this MoU. In such circumstances, nothing in this MoU should be taken to limit or prevent the attending officers from exercising powers vested in them to address or alleviate the immediate animal welfare needs presented by the animal welfare situation. In such circumstances, if considered necessary or desirable by the attending Party/officer(s), the attending Party/officer(s) may consult with the other Party as to the appropriateness and scope of the immediate animal welfare measures needed.

7. Assistance policy

- 7.1. The Parties acknowledge that there may be circumstances where one Party (**requesting Party**) reasonably requires assistance from the other Party as part of responding to an animal welfare report or complaint, or during an investigation or in connection with a prosecution or with a category of animal for a specified period for which the requesting Party is responsible, as specified in clause 6.1.

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- 7.2. For the purposes of clause 7.1, a reasonable request may include (but is not limited to) the following circumstances:
- (a) the particular urgency of the circumstances;
 - (b) resource constraints and/or considerations;
 - (c) the particular sensitivities of the circumstances; and
 - (d) particular knowledge or expertise of the other Party.
- 7.3. Where the request for assistance is of a minor nature (that is, involving a low time and resource commitment) this should be requested at the officer level, that is:
- (a) where RSPCA Victoria is the requesting Party, the request for assistance should be directed to as appropriate, either a Senior Animal Health and Welfare Officer, Biosecurity Victoria or Manager Scientific and Animal Licensing or Manager Domestic Animals Regulation, Animal Regulatory Operations or the Managing Principal Solicitor, Prosecution Services; and
 - (b) where Agriculture Victoria is the requesting Party, the request for assistance should be directed to RSPCA Victoria Inspectorate Administration.
- 7.4. Where the request for assistance is of a more substantial nature, this should be requested at a senior executive level, that is:
- (a) where RSPCA Victoria is the requesting Party, the request for assistance should be directed to, as appropriate, either the Director, Animal Health and Welfare, Biosecurity Victoria or Director, Animal Regulatory Operations or the Managing Principal Solicitor, Prosecution Services; and
 - (b) where Agriculture Victoria is the requesting Party, the request for assistance should be directed to the Chief Inspector or Head of Operations of RSPCA Victoria.
- 7.5. A request for assistance made under this clause must be made in writing, setting out in sufficient detail, the basis for the request for assistance.
- 7.6. The Parties agree that they will give any request for assistance, made under this clause 7 proper consideration, taking into account all relevant circumstances, but this MoU does not oblige either Party to agree to provide such assistance.
- 7.7. Where a Party has agreed to provide assistance under this clause, unless otherwise agreed or as otherwise provided in this MoU:
- (a) the requesting Party retains full responsibility for the animal welfare case for which it has sought assistance; and
 - (b) each Party will be responsible for its own costs incurred.

8. Transfer of animal welfare cases

- 8.1. The Parties acknowledge that there may be circumstances where it is reasonable and appropriate to transfer the investigation and/or prosecution of an animal welfare case from one Party (**transferring Party**) to the other.
- 8.2. For the purposes of clause 8.1, reasonable and appropriate circumstances may include (but are not limited to) the following circumstances:

- (a) resource constraints and/or considerations;
 - (b) timely provision of animal welfare measures;
 - (c) particular knowledge and expertise of the other Party; and
 - (d) where circumstances contemplated under clause 6.5 have arisen.
- 8.3. A request for transfer under this clause 8 should be requested at the appropriate level, that is:
- (a) where RSPCA Victoria is the proposed transferring Party, the request for assistance should be directed to, as appropriate, either the Director, Animal Health and Welfare, Biosecurity Victoria, the Director, Animal Regulatory Operations or the Managing Principal Solicitor, Prosecution Services; and
 - (b) where Agriculture Victoria is the proposed transferring Party, the request for assistance should be directed to the Chief Inspector or Head of Operations of RSPCA Victoria.
- 8.4. The Parties agree that they will give any request for transfer made under this clause 8 proper consideration, taking into account all relevant circumstances, but this MoU does not oblige either Party to agree to a transfer.
- 8.5. Where a Party has agreed to take a transfer under this clause 8:
- (a) the Party taking the transfer will assume responsibility for and all costs of the investigation from the date that the transfer is agreed to; and
 - (b) the transferring Party will take all reasonable actions to assist in the effective transfer of the investigation, including timely and orderly transfer of any information and documents relevant to the investigation; and
 - (c) in the case of any prosecution being transferred, unless otherwise agreed in writing, the transferring party will retain responsibility and liability for any costs or disbursements associated with the transfer, including assuming liability for any adverse costs orders made by a court.

9. Governance and management

- 9.1. RSPCA Victoria must ensure that all RSPCA Victoria Inspectors:
- (a) act within the scope and terms of their appointment or authorisation;
 - (b) comply with their duties and powers under the POCTA Act or under the DA Act, as the case may be (and any applicable regulations made under those Acts);
 - (c) comply with standards that are binding on Victorian public sector employees in exercising their powers as RSPCA Victoria Inspectors, including:
 - (i) the Victorian Public Sector Code of Conduct for Employees made under s 61 of the *Public Administration Act 2004*; and
 - (ii) the Victorian Charter of Human Rights and Responsibilities as contained in the *Charter of Human Rights and Responsibilities Act 2006*; and
 - (d) undertake continuous training and development that is relevant, necessary and appropriate to the discharge of their powers and functions as RSPCA Victoria Inspectors.

- 9.2. Without limiting anything in clause 9.1, RSPCA Victoria must have in place reasonable and current policies, procedures, processes, guidelines, systems and practices to ensure that it fulfils its responsibilities under clause 9.1.
- 9.3. Without limiting anything in this clause 9, for the purposes of clause 6.3 Agriculture Victoria shall provide suitable RSPCA Victoria Inspectors with an appropriate level of emergency management training including roles and responsibilities within the Victorian Emergency Animal Welfare Plan.
- 9.4. Without limiting anything in clause 9.1(d) and clause 9.2, where appropriate, RSPCA Victoria and Agriculture Victoria will provide joint training sessions involving both RSPCA Victoria Inspectors and officers of Agriculture Victoria relevant to the exercise of inspector and restricted authorised officer POCTA Act and DA Act powers.
- 9.5. Agriculture Victoria acknowledges that RSPCA Victoria may have animal welfare advocacy policies that are not in accordance with Victorian Government and Agriculture Victoria animal welfare policy. RSPCA Victoria will clearly separate the law enforcement role undertaken by the RSPCA Victoria Inspectorate from activities and campaigns undertaken pursuant to its animal welfare advocacy policies.
- 9.6. Statements or public comment on behalf of RSPCA Victoria, limited to its non-enforcement policies, will not amount to a breach of any of the circumstances contemplated in clause 15 of this MoU.
- 9.7. Without limiting anything in clause 9.5, RSPCA Victoria agrees to put in place, maintain and adhere to a conflict-of-interest policy that reflects RSPCA Victoria's approach to ensuring that its role and functions as a charity do not conflict with the role and functions of RSPCA Victoria Inspectors.

10. Complaints procedures

- 10.1. RSPCA Victoria will develop appropriate internal procedures to deal with complaints against RSPCA Victoria Inspectors and the RSPCA Victoria Inspectorate.
- 10.2. RSPCA Victoria will immediately advise Executive Director, Animal Welfare Victoria (or delegate) of any complaints of a serious nature against RSPCA Victoria Inspectors and/or the RSPCA Victoria Inspectorate in relation to the exercise of duties and functions under the POCTA Act or DA Act, as the case may be, being complaints including misconduct, conflict of interest, failure to properly exercise statutory powers and conduct that might bring RSPCA Victoria and/or the RSPCA Victoria Inspectorate into disrepute.
- 10.3. The Executive Director, Animal Welfare Victoria (or delegate), will advise the Chief Inspector or Head of Operations of RSPCA Victoria of any complaints received by Agriculture Victoria against RSPCA Victoria Inspectors or the RSPCA Victoria Inspectorate, where permitted by State and Commonwealth privacy legislation and policy.
- 10.4. RSPCA Victoria will investigate such complaints and advise Agriculture Victoria on the outcomes (findings and actions) of any investigation.
- 10.5. RSPCA Victoria must advise Executive Director, Animal Welfare Victoria (or delegate) as soon as possible if an RSPCA Victoria Inspector has behaved in a manner considered

prejudicial to the proper exercise of statutory powers conferred on them by the Minister or contrary to this MoU.

11. Reporting requirements

- 11.1. Details of quarterly and annual activity and financial reporting requirements are specified in a funding agreement for funds contributed by the State of Victoria towards the costs of RSPCA Victoria's regulatory services. This MoU underpins that funding agreement.
- 11.2. RSPCA Victoria will report, via the Victorian Banning Order Registry, on any Control or Banning orders issued by the court for prosecutions under the POCTA Act and DA Act within 28 days of the making of the order.
- 11.3. The Minister or Agriculture Victoria may request, at any time, other reasonable information relevant to or concerning the investigation of reports by RSPCA Victoria Inspectors.

12. Liaison between RSPCA Victoria and Agriculture Victoria

- 12.1. Formal discussions between Agriculture Victoria and RSPCA Victoria will be held on policy and operational issues of importance, as and when required but not less than on a quarterly basis.
- 12.2. Meetings between regional RSPCA Victoria Inspectors and Agriculture Victoria officers should take place as and when required.

13. Confidentiality and privacy

- 13.1. Each Party will at all times keep confidential information of the other which is by its nature confidential or which is described by the other Party to be confidential (Confidential Information) and will not, without the prior consent of the other Party:
 - a) make available, communicate or disclose any Confidential Information to any person; or
 - b) use or allow any person to use any of the Confidential Information for any purpose other than the performance of obligations under this MoU.
- 13.2. A Party may disclose Confidential Information in the following circumstances:
 - a) to the extent required by law or by a lawful requirement of any government or governmental body, authority or agency;
 - b) to that Party's own employees, contractors, professional advisers, or its insurer;
 - c) for public accountability reasons, including a request for information by a minister, parliament or a parliamentary committee; and
 - d) for any other reporting requirement of the disclosing Party.
- 13.3. The Parties will cooperate to ensure they do not cause the other to breach any privacy obligations that Party has at law.

14. Intellectual Property

- 14.1. Nothing in this MoU is intended to affect any intellectual property rights in any material. Ownership of any intellectual property shared by the Parties pursuant to this MoU will remain with its owner. All such material should be treated as confidential and not for public circulation unless specifically agreed otherwise in writing by the Parties. This provision survives the termination or expiry of this MoU.

15. Media policy for public comment on animal welfare investigations

- 15.1. RSPCA Victoria must cooperate with Agriculture Victoria in respect of all publicity associated with the funding and, where requested by Agriculture Victoria, acknowledge the Victorian Government's funding support.
- 15.2. RSPCA Victoria must have in place, a media policy, which ensures that:
- (a) no public comments are made by or on behalf of RSPCA Victoria regarding an investigation being carried out by a government agency, including Agriculture Victoria, without the prior approval of that agency;
 - (b) no public comments are made by or on behalf of Agriculture Victoria regarding any investigation being carried out by RSPCA Victoria without the prior approval of RSPCA Victoria; and
 - (c) where an animal welfare case under investigation has a high level of public interest, the Chief Executive Officer of RSPCA Victoria (or designated representative) and the Executive Director, Animal Welfare Victoria, or for cases involving livestock, the Executive Director Biosecurity Victoria, will brief the Minister (or delegated representative) to agree on a media strategy and protocol for that investigation.

16. General

- 16.1. (Variation) Any variation to this MoU must be in writing and signed by the Parties.
- 16.2. (Dispute) If there is a disagreement over any matter related to issues covered in this MoU, the Parties will seek to resolve them at the operational level. Should this negotiation fail, the matter is to be referred to senior management within each Party to resolve with each other.
- 16.3. If a dispute arises from or in connection with this MOU (**Dispute**), the Party claiming that a dispute has arisen must, within a reasonable time of the dispute arising, give a written notice specifying the nature of the Dispute (the **Notice**) to the other Party.
- 16.4. Following receipt of the Notice by the relevant other Party, both Parties must use all reasonable endeavours to resolve the Dispute by consultation and agreement between senior officers of each Party.
- 16.5. If after 14 days (or such longer period as may be agreed by the Parties) the Parties have not been able to resolve the Dispute, the Dispute may, by agreement of the Parties, be referred to mediation.
- 16.6. If the Parties have agreed to mediation but are unable to agree on the appointment of a mediator (Mediator), the Mediator must be appointed by the President of the Law Institute of Victoria.

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- 16.7. Without limiting anything else in this clause, the Parties must, at all times act in good faith to reach a prompt resolution to the Dispute; and
- 16.8. (Electronic Execution) The Parties consent to the execution of this MoU by electronic signature in accordance with the Electronic Transactions (Victoria) Act 2000 (Vic).

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**Signed for and on behalf of Agriculture
Victoria, Department of Energy, Environment
and Climate Action by Beth Jones in the
presence of:**

Signature



Date

15/08/2025

Name (print)

Beth Jones

Title:

Chief Executive, Agriculture Victoria

Witness signature



Witness Name (print)

Rachel Coombes

**Signed for and on behalf of the Royal Society
for the Prevention of Cruelty to Animals
(Victoria) by Dr Elizabeth Walker in the
presence of:**

Signature



Date:

25 August 2025

Name (print)

Elizabeth Ann Walker

Title:

Chief Executive Officer, RSPCA Victoria

Witness signature

Tracy Natha

Witness Name (print)

Schedule 1 – RSPCA Animals

1. 'RSPCA Animals' means:

- (a) companion and recreational animals;
- (b) primary production animals where fewer than ten (10), which includes cattle, sheep, pigs, goats, deer, camelids, and fewer than fifty (50) poultry, in the following Local Government Areas:

Wyndham	Moonee Valley	Whittlesea
Melton	Merri-bek	Nillumbik
Hume	Melbourne	Banyule
Brimbank	Yarra	Boroondara
Hobsons Bay	Port Phillip	Glein Eira
Maribyrnong	Darebin	Bayside
Stonnington	Kingston	Monash
Whitehorse	Manningham	Maroondah
Yarra Ranges	Knox	Greater Dandenong
Frankston	Mornington Peninsula	Casey
Cardinia		

- (c) equids, including horses used in riding schools and in standardbred or thoroughbred racing;
 - (d) greyhounds used for greyhound racing; and
 - (e) animals suspected to be used for fighting (gamecocks and dogs).
2. For the avoidance of doubt, 'recreational animals' in Item 1(a) of this Schedule includes:
- (a) animals kept in zoological parks within the meaning of the *Zoological Parks and Gardens Act 1995*;
 - (b) animals in petting and mobile zoos;
 - (c) animals in circuses;
 - (d) animals in rodeos, except in respect administration or enforcement of Division 2, Part 2 of the POCTA Act for licence and permit schemes; and
 - (e) non-native animals kept in wildlife parks.

