

475 Mickleham Road

Attwood, Victoria 3049 Australia

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SERVICE AGREEMENT FOR RESTRICTED ACCESS TO THE WILDLIFE AND SMALL INSTITUTIONS ANIMAL ETHICS COMMITTEE

# Parties

This Agreement is made between and binds the following Parties:

Name: The State of Victoria (**State**) as represented by its   
Department of Energy, Environment and Climate Action (**Agriculture Victoria)**

Address: 475 Mickleham Road, Attwood, Victoria 3049

AND

Name of natural person:           .

Address:           .

# Recitals

* 1. WSIAEC was established by Agriculture Victoria and is an Animal Ethics Committee for the purposes of the Australian code.
  2. We provide the restricted access to the services of WSIAEC to certain natural persons. Restricted access to WSIAEC applies only to natural persons accessing the services of WSIAEC and only undertaking collection, taking, banding and marking of wildlife for research purposes in accordance with the *Wildlife Act 1975*.
  3. You remain responsible for meeting all your obligations under the Act and Regulations and the *Wildlife Act 1975*.

# Purpose

* 1. The purpose of the Agreement is to provide for the respective obligations of the Parties to the Agreement where you access the restricted services of WSIAEC.

# Definitions

**Act** means the Prevention of Cruelty to Animals Act 1986.

**Affiliated organisation** means any applicable affiliation of the natural person accessing restricted services of the WSIAEC.

**Agreement** means this agreement executed by the Parties.

**Animal Ethics Committee** or **AEC** means an Animal Ethics Committee as defined in the Australian code.

**Australian code** means the Australian code for the care and use of animals for scientific purposes 2013.

**Regulations** mean the Prevention of Cruelty to Animals Regulations 2008.

**WSIAEC** means the Wildlife and Small Institutions Animal Ethics Committee.

# Services provided by Agriculture Victoria

* 1. We agree to make available to you restricted access to the services of WSIAEC.
  2. We agree to put in place certain appropriate governance procedures including ensuring:

1. procedures identified in schedule 1 are reviewed and updated as required, and made available to you;
2. provision of administrative assistance to the WSIAEC to support effective operation and record keeping.
   1. We agree to facilitate effective communication between the WSIAEC and you by ensuring documents and procedures for communication between you and the WSIAEC identified in schedule 1 are reviewed and updated as required and made available to you.

# Your obligations when accessing the services of WSIAEC

* 1. You agree to ensure animal care and use complies with the Act and the Regulations and the *Wildlife Act 1975*.
  2. You agree to ensure that all people involved in the care and use of animals understand their responsibilities, and are competent for the procedures they perform or are under the direct supervision of a person who is competent to perform the procedures, and have access to appropriate education programs and resources.
  3. You agree to support animal wellbeing by, as applicable:

1. ensuring animal use occurs in accordance with WSIAEC approval;
2. providing adequate resources to ensure that the people involved in the care and use of animals can meet their responsibilities, including monitoring animals and managing adverse impacts on their wellbeing;
3. ensuring that a person is responsible for the wellbeing of animals at any given time and is clearly identified so that animal wellbeing is monitored by competent people at all stages and sites of animal care and use;
4. ensuring that practices and procedures for the care and management of animals are based on current best practice.
   1. You agree to support the function of the WSIAEC by:
5. ensuring all information regarding the care and use of animals in projects approved by the WSIAEC is made available, on request, to the WSIAEC;
6. ensuring you are available to meet with the WSIAEC as requested by the WSIAEC;
7. ensuring reporting to the WSIAEC occurs as required by the WSIAEC; and
8. facilitating inspection of animal care and use facilities and equipment by the WSIAEC as requested by the WSIAEC.
   1. You agree to maintain records including records of the monitoring and assessment of animal wellbeing that:
      * + 1. include sufficient information to enable the WSIAEC to verify that the wellbeing of animals has been monitored as agreed;
          2. allow review and critical investigation of the cause(s) of and responses to unexpected adverse events as a basis for future prevention strategies;
          3. are maintained for a period of at least four years.
   2. You agree to abide by the directions of the WSIAEC.
   3. You agree to ensure notification to the WSIAEC of any significant changes, including changes in address or contact details.

# Fees

* 1. We will invoice you for services of the WSIAEC in accordance with the current fees for service schedule, as updated from time to time.
  2. Fees will be determined from time to time as deemed necessary by us and in accordance with Department of Treasury and Finance Cost Recovery Guidelines.
  3. You are required to pay the invoice issued by us for services provided by WSIAEC in accordance with the terms of payment outlined on the invoice. Failure to do so:

1. may result in suspension or cancellation of any approved projects or activities;
2. will result in implementation of the Agriculture Victoria debt collection procedures.

# Termination of this agreement

* 1. You may at any time, withdraw from this agreement. Notification of withdrawal from this agreement must be made in writing to the Director Agriculture Regulatory Assurance, Department of Energy, Environment and Climate Action.
  2. Upon receipt of notice of your withdrawal in accordance with clause 8.1, the agreement will be terminated.
  3. Upon termination of this agreement, WSIAEC approval of all projects will cease from the time of termination. All animal use undertaken as part of a WSIAEC approved project or activity must cease. Final reports of projects must be submitted to the WSIAEC at the time of the notification of your withdrawal from this agreement.
  4. Agriculture Victoria may at any time, withdraw from this agreement by providing written notice to you.

# Natural person accessing the restricted services of WSIAEC

Name:           .

Name of affiliated organisation (as applicable)

Date:      .

Signature:      .

# Agriculture Victoria

Name:

Date:

Signature: