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MEMORANDUM OF UNDERSTANDING

The administration and operation of a shared electronic collection capability between:

The Law Enforcement Conduct Commission (LECC)

and the

Independent Commission Against Corruption (ICAC)



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1. Parties

1.1 The parties to this Memorandum of Understanding (MOU) are the:

- New South Wales Law Enforcement Conduct Commission (LECC), and
- New South Wales Independent Commission Against Corruption (ICAC)

2. Purpose

2.1. This MOU sets out the agreement between the parties in relation to arrangements concerning the administration and operation of a shared electronic collection capability in relation to telecommunications interceptions, surveillance devices and other electronic collection capabilities as agreed between the parties.

2.2. The parties may enter into subsidiary agreements to cover relevant:

- contractual arrangements,
- financial arrangements,
- technical arrangements, and
- operational arrangements.

2.3. Nothing in this MOU is intended to create a legally binding relationship between the participants.

3. Definitions and Interpretation

3.1. Unless a contrary intention is stated, the acronyms and terms used in this MOU and supplementary Subsidiary Agreement have the following meanings:

Agency	Refers to either of the parties to this MOU
ICAC Act	<i>Independent Commission Against Corruption Act 1988</i>
MOU	Memorandum of Understanding
LECC	NSW Law Enforcement Conduct Commission
LECC Act	<i>Law Enforcement Conduct Commission Act 2016 (NSW)</i>
Letters of Exchange	Refers to correspondence between the parties that may be exchanged for the purpose of addressing specific operational matters
NSWCC	New South Wales Crime Commission
NSWPF	New South Wales Police Force
ICAC	New South Wales Independent Commission Against Corruption
Party	Means party to this MOU
Statutory Inspection Office	Means an office or officer established by statute in any jurisdiction, and which has a role in inspecting, investigating or inquiring into the performance of functions of a party, or the propriety of its actions
Subsidiary Agreement	A Subsidiary Agreement to this MOU made in accordance with clause 7



4. Roles of the Parties

Law Enforcement Conduct Commission

- 4.1. The LECC was established in 2016 by the LECC Act.
- 4.2. The primary role of the LECC is to detect, oversight, investigate and expose misconduct and maladministration within the NSWPF and the NSWCC.
- 4.3. The LECC provides independent oversight and review (including, where appropriate, real time monitoring and review) of investigations by the NSWPF of misconduct matters concerning the conduct of its members and the NSWCC concerning its officers.

ICAC

- 4.4. The ICAC was established in 1988 and currently operates in accordance with the ICAC Act.
- 4.5. The ICAC aims to protect the public interest, prevent breaches of public trust and guide the conduct of public officials. The ICAC deals with corrupt conduct involving or affecting most of the NSW public sector, including state government agencies, local government authorities, members of Parliament and the judiciary.

5. Party representatives

- 5.1. In order to maximise cooperative efforts, the following representatives of the parties are the primary points of contact for matters related to this MOU unless specified otherwise in any Subsidiary Agreement:
 - ICAC: Director Investigation Services Section
 - LECC: Director Electronic Collection and IT

6. Duration

- 6.1. This MOU will commence on the date the last signature is affixed and will operate until terminated in accordance with clause 14 of the MOU.

7. MOU and Subsidiary Agreement

- 7.1. This MOU establishes the framework for the relationship between the parties, including the responsibilities of the parties to act in good faith and to adhere to the terms of this MOU.
- 7.2. The parties may create Subsidiary Agreements or use letters of exchange to deal with specific matters arising from the MOU.
- 7.3. The parties agree to adhere to the terms of the MOU, unless a clause is excluded or modified by a clause in a Subsidiary Agreement to the MOU.
- 7.4. Any Subsidiary Agreement that has been developed by the parties and forms part of this MOU is agreed to in accordance with the terms outlined in that Subsidiary Agreement.
- 7.5. A Subsidiary Agreement is taken to be agreed under this MOU if it is signed by the party representative from each agency.
- 7.6. A Subsidiary Agreement becomes effective from the date the last signature is affixed,



unless expressly stated otherwise, and will operate until terminated in accordance with clause 14 of the MOU.

- 7.7. All Subsidiary Agreements cease effect from the date this MOU is terminated, in accordance with clause 14 of the MOU.
- 7.8. Any Subsidiary Agreement will cease effect from the date that Subsidiary Agreement is terminated, in accordance with clause 14 of the MOU.

8. Letters of exchange

- 8.1. Letters of exchange may be developed under this MOU or any Subsidiary Agreement to deal with specific matters arising from the MOU, such as the manner in which LECC will invoice ICAC for certain capability costs.

9. Communication, policy and media strategy

- 9.1. The parties agree that maintaining open lines of communication is essential to maintaining an effective relationship.
- 9.2. The parties agree to consult on a communications strategy where a public-facing issue—such as a media contact or parliamentary question on notice—arises for either party on matters relevant to the MOU.
- 9.3. Where possible, the parties agree to consult on and communicate changes to policy positions that may significantly impact the other party in relation to this MOU or any Subsidiary Agreement.
- 9.4. Where possible, the parties agree to consult on any proposed legislative changes that may impact the other party in relation to this MOU or any Subsidiary Agreement.

10. Information exchange and security

- 10.1. The parties acknowledge that the exchange of information is required for the successful implementation and administration of this MOU and any Subsidiary Agreement. This information is subject to the strict privacy and secrecy laws governing each agency. Nothing in this MOU is intended to be taken to replace or modify those obligations.
- 10.2. The parties undertake to exchange information relevant to the operation of this MOU and any Subsidiary Agreement, in accordance with their statutory functions and responsibilities.
- 10.3. Specifically, the parties agree to:
 - ensure appropriate security measures are in place to protect any information provided by the other party from unauthorised access or disclosure,
 - restrict any person from accessing information obtained from the other party unless that person is legally authorised to do so, and
 - comply with any conditions, restrictions or caveats imposed by the other party in respect of the handling or disclosure of information.
- 10.4. The parties will ensure that any of their employees who are authorised to access information obtained from the other party shall not record, disclose or communicate



such information except in the performance of official duties, or as otherwise agreed between the parties.

- 10.5. If a party becomes aware that information received under this MOU is subject to any legal proceedings, subpoena, summons, requests under right to information laws, or prosecution disclosure requests, the other party shall be immediately notified of the request for disclosure or access. The parties shall consult concerning the handling of the request and any legal proceedings that may emerge.
- 10.6. Nothing in this MOU limits the role, powers or functions of a Statutory Inspection Office in the performance of the functions of that Office. The parties agree to cooperate to facilitate the roles of such Offices, including by providing information and access to relevant documents (including making copies) when required.
- 10.7. The Security and Information Exchange obligations in paragraphs 10.1, 10.5 and 10.6 shall continue to have effect after the expiration or termination of this MOU and any relevant Subsidiary Agreement.

11. Dispute resolution

- 11.1. The parties agree to use all reasonable efforts and negotiate in good faith to resolve any dispute that arises between them in connection with this MOU or any Subsidiary Agreement.
- 11.2. Every effort will be made to first resolve each dispute at an operational level. If the matter is not resolved at an operational level, the matter should be escalated to more senior levels of management.
- 11.3. Until such time as a dispute is resolved or the MOU or any Subsidiary Agreement are terminated, the parties will continue to discharge their obligations in accordance with the MOU and any Subsidiary Agreement, except in so far as those obligations impact upon the subject matter of any unresolved aspects of the dispute or difference.

12. Legal and financial liabilities

- 12.1. This MOU and any Subsidiary Agreement do not establish any legal liabilities between the parties. Any legal liability arising from action under this MOU or any Subsidiary Agreement will be dealt with according to law and/or other instruments intending to establish a legal relationship.
- 12.2. The parties will liaise with each other over any legal liabilities or other legal issues arising from action under this MOU or any Subsidiary Agreement.

13. Variation and review

- 13.1. It is important that this MOU and any Subsidiary Agreement remain consistent and relevant.
- 13.2. The participants will review this MOU and any Subsidiary Agreement upon the written request of either party or after a period of 3 years from the date of the execution of this MOU.
- 13.3. Should either party seek to vary this MOU or any Subsidiary Agreement, the



participants will negotiate in good faith.

13.4. This MOU or any Subsidiary Agreement may be varied at any time by agreement in writing and signed by the party representative from each agency.

14. Termination

14.1. Either party may terminate this MOU or any Subsidiary Agreement, without reason, by giving the other participant three months' notice in writing.

14.2. Termination does not affect liabilities and obligations separately established by law and legislation.

15. Endorsement of Parties

We, the undersigned, agree to the terms of this MOU.

The Hon Peter Johnson SC
Chief Commissioner

Signed for and on behalf of
the Law Enforcement Conduct
Commission:

Date: 27 February 2025

The Hon John Hatzistergos AM
Chief Commissioner

Signed for and on behalf of
the Independent Commission Against
Corruption:

Date: 3 March 2025



COMPILATION TABLES

The following tables record the administrative history of Subsidiary Agreements to this MOU. The table itself does not form part of the MOU.

Document	Date of effect
MOU	
Subsidiary Agreement	
Annexure One to Subsidiary Agreement: Financial Arrangements	
Annexure Two to Subsidiary Agreement: Responsible Officers	

Document	Nature of change (cease, replace, amend)	Date of effect