

# PACC STANDARD OPERATING PROCEDURE NO MPA3

# **ADF MEDIA ACCREDIATION**

#### **AUTHORITY FOR ISSUE**

This Standard Operating Procedure (SOP) is issued under the authority of Director General Military Public Affairs (DGMPA). DGMPA exercises the authority to issue all instructions and amendments associated with this SOP.

M. HANNAN BRIG DGMPA

Dec 02

#### AMENDMENT CERTIFICATE

All amendments to this SOP are to be recorded on the certificate below.

Amendment		Incorporated		
No	Date	Printed Name	Signature	Date

#### MPA STANDARD OPERATING PROCEDURE NO 3

#### **ADF MEDIA ACCREDITATION**

#### REFERENCES

A. Geneva Protocol, 12 August 1949, Articles 4, 50 and 79

#### **PURPOSE**

- 1. Recent overseas deployments involving the ADF have demonstrated a requirement to once again formalise the relationship between the ADF and the media for the conduct of operations. As a result the ADF has reviewed its process of media accreditation specific to individual operations.
- 2. The purpose of this SOP is to:
  - a. detail the procedure for ADF accreditation,
  - b. detail the ADF's rights and responsibilities in relation to accreditation, and
  - c. outline the responsibilities of accredited correspondents (ACCOR).

#### APPLICATION

3. This SOP will provide guidance for relationships between the ADF and the media during the lead-up to and conduct of operations.

#### **DEFINITIONS**

4. Definitions relevant to this SOP are provided at paragraph 1.1 of the Deed of Agreement (see annex A). These definitions apply to all interactions between the ADF and the media in relation to accreditation issues.

#### **PROCEDURES**

#### **Accreditation process**

- 5. Procedures differ depending on whether the application for accreditation is made in Australia prior to deployment or in the Area of Operations (AO). Where possible, accreditation is to occur in Australia this will ease the administrative burden on deployed PA elements and ensure that the process is completed at best speed.
- 6. The process for accreditation applications lodged in Australia is shown at annex B. Related accreditation documentation can be found at annexes D, E, F and G.
- 7. It is likely that in the event of a major operational deployment, a significant media contingent will already be in-country when ADF elements arrive. As a result, journalists may arrive at any HQ location requesting support/accreditation.

- 8. Journalists seeking accreditation in the AO are to be directed to the Australian Public Affairs Officer (AS PAO) in location who will brief them on accreditation and the accreditation support available in-theatre. Any AS PAO in the AO will be able to facilitate an application for accreditation.
- 9. The process for accreditation lodged in-theatre is described at annex C.

#### Provision of support to the media

- 10. Support that may be provided to ACCOR by the ADF is detailed at Schedule 2 to annex A. Prior to the dissemination of the Deed of Agreement this schedule is to be amended by the Director General Military Public Affairs (DGMPA) to reflect the nature of the ADF operation. The support available to ACCOR may vary from time to time depending on operational circumstances.
- 11. ACCOR are to be made aware that the provision of support services is not guaranteed. It is the responsibility of the Directorate Media Liaison (DML) and PAOs within the AO to ensure this occurs.

#### **ACCOR** responsibilities

- 12. A detailed schedule of ACCOR responsibilities appears at annex A, paragraph 3. In summary, in signing the Deed of Agreement ACCOR will agree to:
  - a. have a valid passport and the necessary valid visas for the entire planned itinerary,
  - b. meet health and medical prerequisites as advised by the Commonwealth,
  - c. attend briefings and training as required by the Commonwealth and act in accordance with that briefing and training,
  - d. have their Accreditation ID with them at all times and produce it as required,
  - e. abide by operational security (OPSEC) requirements as advised to them in initial and subsequent briefings,
  - f. not disclose the identity of any ADF personnel deployed in the AO, except personnel nominated in writing by the Commander or persons authorised by him,
  - g. abide by Force Public Information Centre rules,
  - h. remain under and follow ADF supervision and direction within the AO where it is required for safety and operational reasons, and
  - i. not take any photos, film, audiotape or video tape in areas or situations where that journalist has been instructed not to do so.

#### **Operational Security (OPSEC)**

13. ACCOR will receive instruction on OPSEC requirements during mandatory pre-accreditation training. In addition, DML/MPA will provide all ACCOR with a written brief

providing OPSEC guidelines. These guidelines may be adjusted from time to time and ACCOR will be informed accordingly by the Australian Public Information Bureau (ASPIB) PAO.

- 14. It is the responsibility of ACCOR to ensure their output does not breach OPSEC. The ADF does not mandate the clearance of all reports prior to publication/broadcast. If journalists are unsure whether certain material constitutes a breach they are to seek guidance through the ASPIB PAO.
- 15. Within the AO the ADF will establish a team of officers who will be available around the clock for the clearance of media material and the provision of OPSEC advice if required.

#### **Termination of accreditation**

- 16. Any breach of ACCOR obligations contained in the Deed may result in the immediate termination of accreditation. Termination will occur at the discretion of the Commander. Where accreditation is cancelled, the journalist will cease to be entitled to all accreditation benefits.
- 17. In the event of an OPSEC breach DGMPA will consider advice from all commanders involved. If it is agreed that accreditation should be withdrawn this is to occur under the control of the senior PAO in the AO. DML will inform the Minister of the removal of accreditation

#### **CONCLUSION**

19. ADF accreditation of local and international media will be mutually beneficial. Under a formalised agreement, media will receive detailed training that fulfills personal safety and OPSEC requirements. In addition, it will give them access to increased ADF support. Accreditation will allow the ADF to monitor media presence in the AO and ensure the maintenance of OPSEC through a campaign of information and the provision of ongoing advice.

#### **Annexes:**

- A. Deed of Agreement
- B. AS accreditation process
- C. In-theatre accreditation process
- D. Accreditation: Frequently Asked Questions
- E. Request For Accredited Visit To Operational Area By A Media Organisation / Freelance Journalist / Photographer / Videographer
- F. Mandatory training for ACCOR
- G. Sample medical checklist and questionnaire

**ANNEX A TO** PACC XXXX **DEC 02** 

#### **Deed of Agreement**



#### **DEED OF AGREEMENT BETWEEN** COMMONWEALTH OF AUSTRALIA

Represented for the purposes of this Deed by the Department of Defence

and	
[insert name of employer of journalist] ("the Employer")	
and	
[insert name of relevant journalist] ("the Journalist")	
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AS A WAR CORRESPONDENT IN THE AREA OF OPERATIONS.

# CLAYTON UTZ Lawyers

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THIS Deed made on the

day of

2002

#### BETWEEN

THE COMMONWEALTH OF AUSTRALIA ("the Commonwealth"), represented by the Department of Defence

and

[insert name of employer of journalist] ("the Employer")

and

[insert name of journalist] ("the Journalist")

#### **RECITALS**

- A. The Employer and the Journalist have requested the Commonwealth to provide accreditation for the Journalist as a war correspondent for work in the Area of Operations for a limited period and a limited purpose.
- B. The Employer and the Journalist have requested the Commonwealth to provide Support while in the Area of Operations as well as limited access to officers of the ADF in the Area of Operations.
- C. The Commonwealth has agreed to the above requests under the following terms and conditions to which the Employer and the Journalist agree.

#### NOW THIS DEED WITNESSES AS FOLLOWS

#### 1. **Definitions and Interpretation**

#### 1.1 **Definitions**

In this Deed, including the Recitals, unless the contrary intention appears, the following definitions apply:

"ADF" means the Australian Defence Force.

"Area of Operations" (AO) means [insert details].

"Commander" means the Officer in command of the ADF contingent deployed in the Area of Operations.

"Commencement Date" means the earlier of the date this Deed is signed by the last of the three Parties to it, the date of the first information briefing for the Journalist as scheduled by the ADF or the date of the Journalist's accreditation as a war correspondent.

"Confidential Information" means information of a Party that:

- (a) is by its nature confidential;
- (b) which the relevant Party identifies as confidential at the time of disclosure to another Party;
- (c) the receiving Party knows or ought to know is confidential.

<sup>&</sup>quot;disclose" includes to publish and broadcast.

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- **"Force"** means the force, including the ADF contingent, from time to time, operating in the AO and commanded by an Officer designated the Force Commander.
- **"Force Public Information Centre"** (FPIC) means facilities established by the Force Commander to serve as the focal point for the interface between the military and the media during the conduct of operations.
- "Journalists" means [insert details].
- "Operational Security" (OP SEC) means constraints placed on the release of information and imagery which, if made public, may compromise the security or safety of operations and personnel.
- "Party" means a party to this Deed. "Parties" will be similarly construed.
- "Support" means the support to be provided by the Commonwealth to the Journalist as set out in Schedule 2 to this Deed.

#### 1.2 **Interpretation**

In this Deed:

- (a) headings and underlining are for convenience only and do not affect the interpretation of this Deed;
- (b) explanatory comments do not form part of this Deed and are not legally binding;
- (c) a reference to this Deed will not be interpreted against a Party just because that Party prepared the provision;
- (d) a word or expression in the singular includes the plural, and the other way around;
- (e) words importing a gender include any other gender;
- (f) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (g) a reference to a statute includes an amendment or re-enactment of that legislation and includes subordinate legislation in force under it;
- (h) a reference to a document includes a replacement of or novation to that document;
- (i) a reference to a Party includes that Party's successor or permitted assign;
- (j) a reference to an Agreement other than this Deed includes an undertaking, Agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (k) a reference to a clause is a reference to a clause of this Deed;
- (l) a reference to a clause includes a reference to a sub-clause; and
- (m) a reference to a person or words denoting a person includes a company, statutory corporation, partnership, joint venture, association, board, government or semi-

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government agency or authority and that person's successors and personal legal representative.

#### 2. Term

2.1 This Deed commences operation on the Commencement Date and expires when the Journalist departs from the Area of Operations, or if transport out of the Area of Operations for the Journalist is provided by the Commonwealth the day after such transport ceases.

#### 3. **Journalist's Obligations**

- 3.1 The Journalist agrees that he or she must:
  - (a) have a valid passport and the necessary valid visas for the entire planned itinerary;
  - (b) meet health and medical prerequisites as advised by the Commonwealth;
  - (c) attend briefings and training as required by the Commonwealth and act in accordance with that briefing and training
  - (d) apply for and acquire accreditation by the Commonwealth as a war correspondent under the Geneva Conventions and supply all required information and documentation to support that application. Any identification of accreditation as a war correspondent provided by the Commonwealth must be retained by the Journalist while in the Area of Operations;
  - (e) not disclose information other than in accordance with OPSEC briefings and the OPSEC guidance provided by the Commonwealth. OPSEC Guidance will be provided to Journalists as part of accreditation. In addition, ADF officers will be available at all times to provide OPSEC advice and guidance to journalists as they prepare their material. Where a Journalist has any doubt as whether a particular material could compromise OPSEC the Journalist must seek advice from the ADF officers prior to publication in any form. Journalists will be encouraged but not required to submit all media product, including but not limited to copy, film, audiotape, videotape and still photographs, gathered in the Area of Operations for OPSEC review and clearance by officers of the ADF before publication.
  - (f) not disclose or allow to be disclosed the identity of any ADF personnel deployed in the Area of Operations, except personnel nominated in writing by the Commander or persons authorised by him;
  - (g) abide by all Force Public Information Centre rules which will be given to the Journalist from time to time;
  - (h) not take anything in the nature of military or paramilitary items from the Area of Operations as a souvenir or otherwise without the Commonwealth's written permission;
  - (i) at all times, remain under and follow ADF supervision and direction within the Area of Operations for safety and operational reasons and to ensure the continuation of accreditation status; and

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(j) not take any photos, film, audiotape or video tape in areas or situations where that Journalist has been instructed not to do so.

#### 4. **Employer obligations**

- 4.1 The Employer agrees to use its best endeavours to ensure that the Journalist complies with his or her obligations under this Deed.
- 4.2 The Employer must not disclose or allow to be disclosed the identity of any ADF personnel deployed in the Area of Operations, except personnel nominated in writing by the Commander or persons authorised by him.
- 4.3 The Employer must not disclose any media product obtained by the Journalist which has not been cleared by the Commonwealth in accordance with clause 3.1 (e)

#### 5. Weapons

The Journalist undertakes not to acquire, use, handle or have in his or her possession any weapon while travelling to or from, or while present in, the Area of Operations.

#### 6. Compliance with Orders, Commands and Directions

- The Journalist undertakes to respond immediately to and obey all orders, commands, instructions and directions:
  - (a) issued by or under the authority of the Commander or the Force; or
  - (b) given by any members of the ADF or of the Force;

at any time while travelling to and from the Area of Operations or while in the Area of Operations.

6.2 The Journalist acknowledges that he or she will share responsibility for the Journalist's personal safety and security in the Area of Operations and agrees to cooperate fully in this regard with members of the ADF responsible for security as nominated by the Commander.

#### 7. <u>Employer/Journalist Acknowledgement</u>

7.1 The Employer and the Journalist agree that the Commonwealth is not liable to render any Support not specifically provided for by this Agreement. Specifically but without limiting this, the Employer and the Journalist agree that the Commonwealth will not provide or accept responsibility for those matters set out in Schedule 3

#### 8. **Acknowledgment of Risks**

- 8.1 The Journalist and the Employer each acknowledge and agree that the period spent in the Area of Operations and any travel to and from the Area of Operations involve for the Journalist risks of personal injury and even death and further acknowledge and agree that the Commonwealth makes no representation and gives no warranty or guarantee as to the safety of the Journalist during those periods. Further, the Journalist acknowledges and agrees that he or she willingly and voluntarily accepts those risks.
- 8.2 The Journalist and the Employer acknowledge and agree that if the Journalist leaves the Area of Operations without the written permission of the Commander or a person authorised by him this will be a breach of this Deed by the Journalist and the

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Commonwealth will be under no obligation whatsoever to provide the Journalist with any Support.

#### 9. Status of Journalists / Journalists Accreditation

- 9.1 No Journalist will be assisted under this Deed unless he or she, where travel to the Area of Operations is to be provided by the Commonwealth, prior to such travel or in any other event as required by the Commonwealth:
  - (a) obtains accreditation as a war correspondent as required under clause 3.1(d);
  - (b) arranges for all medical examinations, vaccinations and treatment as recommended by the Commonwealth:
  - (c) attends all Commonwealth required training and briefings.
- 9.2 If the Journalist breaches any of his or her obligations under this Deed, the accreditation that has been granted may be revoked at the absolute discretion of the Commander and the Journalist must, in that eventuality, hand in his or her identification accreditation to the Commander or any person acting on his behalf.
- 9.3 Upon the cessation of accreditation the Journalist will cease to have any entitlement to Support from the Commonwealth and the Commonwealth will cease to have any obligation to provide Support for the Journalist, unless the Commonwealth has agreed to provide the Journalist with transport out of the Area of Operations in which event the Journalists entitlement to Support and the Commonwealth's obligations to provide support will cease at the conclusion of such transport which the Commonwealth has agreed to provide.
- 9.4 Should the Journalist wish to acquire accreditation as a war correspondent from the Force while in the Area of Operations the Commonwealth will identify for the Journalist the relevant body within the Force to which such application may be made.

#### 10. **Commonwealth Support**

Subject to clause 9.3 and the Journalist complying with the requirements of this Deed, the Commonwealth will provide the Support to the Journalist:

#### 11. **Military Uniforms**

- The Journalist will not be issued with any military uniform by the Commonwealth while in the Area of Operations. The Journalist undertakes not to acquire, use, possess, or wear any military uniform or military style dress while in the Area of Operations, or while in transit to or from the Area of Operations.
- The Journalist acknowledges that if issued with personal protective equipment he or she is aware that this may give a semblance of a uniform and that he or she accepts any risks that might arise from wearing it.

#### 12. <u>Briefing of Journalist in Area of Operations</u>

The Commonwealth will provide briefings appropriate to the circumstances in the Area of Operations as determined to be necessary by the Commander.

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#### 13. **Termination for Convenience**

- 13.1 The Commonwealth may at any time terminate this Deed instantly by written Notice to the Journalist.
- The Journalist or his or her Employer will not be entitled to compensation for any loss or damage arising from the termination.

#### 14. **Termination for Default**

14.1 If the Journalist does not comply with the requirements of this Deed it will terminate automatically and the Commonwealth will have no further responsibility whatsoever to provide Support to the Journalist or to his or her Employer.

#### 15. Release and Agreement

#### 15.1 Release

The Employer and the Journalist warrant that they will not make any claim, or undertake any proceedings against the Commonwealth for any direct or indirect Loss incurred by the Employer or Journalist as the case may be, arising out of this Deed and specifically arising out of:

- (a) the transport of the Journalist to and from the Area of Operations; and
- (b) the presence of the Journalist in the Area of Operations;

except to the extent that Fault by the Commonwealth contributed to that Loss.

#### 15.2 Agreement

The Employer must indemnify and hold harmless the Commonwealth and its employees, agents, subcontractors and volunteers from and against any direct or indirect Loss, that the Commonwealth may sustain or incur arising from any claim, suit, demand action or proceedings by any person against the Commonwealth in respect of the Journalist's presence in the Area of Operations, any travel to and from the Area of Operations, or otherwise arising as a consequence of this Deed.

#### 15.3 **Fault**

The liability of the Employer under clause 16.2 will be reduced proportionately to the extent the Fault of the Commonwealth caused the relevant Loss.

#### 15.4 Employer / Journalist Assistance

For the purposes of this clause 16, the Employer and the Journalist must do all things and sign, execute and deliver all deeds, documents and instruments required of it by Notice from the Commonwealth to give full effect to this clause 16.

#### 15.5 **Meaning of certain Terms**

In this clause 16:

"Loss" means any loss, cost damage or expense whatsoever (including legal costs and expenses on a solicitor and own client basis).

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**"Fault"** includes an unlawful, negligent, reckless or deliberate act or omission by the Commonwealth or a person acting on behalf of the Commonwealth.

#### 16. **Entire Agreement**

#### 16.1 This Deed:

- (a) records the entire Agreement between the Parties and supersedes all earlier Agreements and representations by the Parties about its subject matter; and
- (b) may only be altered in writing signed by all Parties.

#### 17. **Insurance**

17.1 The Employer must ensure that it and the Journalist are fully insured against any risks arising from the Journalist travelling to and from and being stationed in the Area of Operations in accordance with this Deed and must use its best endeavours to ensure the Commonwealth is named as an insured party in respect of any insurance obtained pursuant to this clause 18.1. The Employer must provide the Commonwealth with copies of all insurance policies effected pursuant to this clause 17.1 prior to receiving accreditation as a war correspondent or receiving the Support under this Deed.

#### 18. **Miscellaneous**

#### 18.1 **Notification of Breach**

The Journalist and the Employer must immediately notify the Commonwealth in the event of any failure by them or either of them to comply with the terms of this Deed.

#### 18.2 Further Action

Each Party must do or cause to be done all things necessary or desirable to give effect to, and refrain from doing things that would hinder, performance of this Deed.

#### 18.3 **Survivorship**

Any rights arising on termination or expiration shall survive the termination or expiration of this Deed as will any other provision of this Deed which by implication from its nature is intended to survive the termination or expiration of this Deed. This includes without limitation clauses 3.1(e), 3.1(f), 3.1(g), 4, 7, 15, 18.3 to 18.5 and 19.

#### 18.4 **Assignment**

No Party may assign its rights under this Deed without the prior consent of each other Party.

#### 18.5 **Confidentiality**

Each Party agrees to protect and not release the Confidential Information of another Party without prior written approval of that other Party or unless required to do so by law.

#### 18.6 **Applicable Law**

The laws of the Australian Capital Territory will apply to this Deed. The courts of the Australian Capital Territory will have non-exclusive jurisdiction to decide any matter arising out of this Deed.

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#### 19. **Relationship of Parties**

- The Employer must not represent itself, and must ensure that its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Commonwealth and the Journalist must not represent himself or herself as being an employee, partner or agent of the Commonwealth.
- The Employer, its employees, agents and subcontractors and the Journalist will not by virtue of this Deed be, or for any purpose be deemed to be, an employee, partner or agent of the Commonwealth.
- 19.3 The Employer and the Journalist do not by virtue of this Deed, or for any purpose, have power or authority to bind or represent the Commonwealth, and must not represent themselves, and must ensure that where relevant their employees, agents and subcontractors do not represent themselves, as having power or authority to bind or represent the Commonwealth.

#### 20. Severance

If the whole or any part of a provision of this Deed is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of these terms and conditions has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected.

#### 20.2 Waiver

A provision of, or a right created under, this Deed may not be waived except in writing signed by the Party granting the waiver.

#### 21. <u>Notices</u>

All notices, requests or other communications ("Notice") that are to be given or served pursuant to this Deed in relation to any Party, will, subject to clause 22.3, be in writing and will be sent by prepaid post or facsimile transmission in each case to:

# Commonwealth: Address: Facsimile No: Attention: [insert details] and Employer: [Address: Facsimile No: ] and Journalist: [Address:

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#### Facsimile No:

- (a) A Notice is taken to have been given or duly served:
  - (i) if in the form of a letter within Australia and sent by prepaid post, upon the expiration of 3 days, and if sent by air mail from one country to another, upon the expiration of 8 days after the date on which it was so sent; or
  - (ii) if by facsimile transmission, upon the sender's facsimile machine recording that the facsimile has been properly transmitted to the recipient's facsimile number;
  - (iii) but if the result of the foregoing is that a Notice would be taken to be given or served on a day which is not a business day in the place to which the Notice is sent or is later than 5.00 pm (local time) it will be taken to have been duly given or served at the commencement of business of the next business day in that place.
- 21.2 Either Party may change its Notice address or facsimile number by notice in writing to the other Party.
- While the Journalist is outside Australia the Commonwealth may give him or her Notice orally for any matter that arises under this Deed and such notice will be deemed to be given when spoken.

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#### SCHEDULE 1 - DRAFT ITINERARY

To be completed by the Commonwealth

#### DR / A-13 PY

#### SCHEDULE 2 – COMMONWEALTH SUPPORT

Support to be provided by the Commonwealth to the Journalist in accordance with the terms of the Agreement: [amend the following as appropriate]

- 1. advice on health and medical preparations and precautions prior to the Journalist travelling to the Area of Operations;
- 2. briefing on the situation in the Area of Operations and pre-departure training at [insert location]in basic field craft for when in the Area of Operations and briefing on cultural differences and behaviour in the Area of Operations;
- 3. subject to operational requirements, transport to and from the Area of Operations from the designated point of departure and arrival. A draft itinerary for this travel is set out in Schedule 1. The Commonwealth may change this itinerary at its sole discretion;
- 4. emergency health and medical care while in the Area of Operations;
- 5. if deemed necessary by the Commonwealth, emergency medivac of the Journalist out of the Area of Operations to a place at the discretion of the Commonwealth for treatment. The Employer must reimburse the Commonwealth for any costs incurred by the Commonwealth in respect of such medivac and treatment;
- 6. at the Commonwealth's discretion access to ADF personnel nominated by the Commonwealth, in the Area of Operations;
- 7. assistance with Force accreditation as specified in clause 9.4;
- 8. rations and tented accommodation while in the Area of Operations;
- 9. personal protective equipment (for example, a flak jacket and helmet) if and when considered necessary by, and at the absolute discretion of, the Commander. If personal protective equipment is issued to a Journalist, that equipment always remains at all times the property of the Commonwealth. When, at the absolute discretion of the Commander, circumstances no longer require the Journalist to be issued with personal protective equipment, the Journalist must return all equipment issued to the Journalist to ADF personnel specified by the Commander.

#### DR A A-14 PY

#### SCHEDULE 3 – SUPPORT NOT PROVIDED BY THE COMMONWEALTH

The Commonwealth will not provide or accept responsibility for providing the following

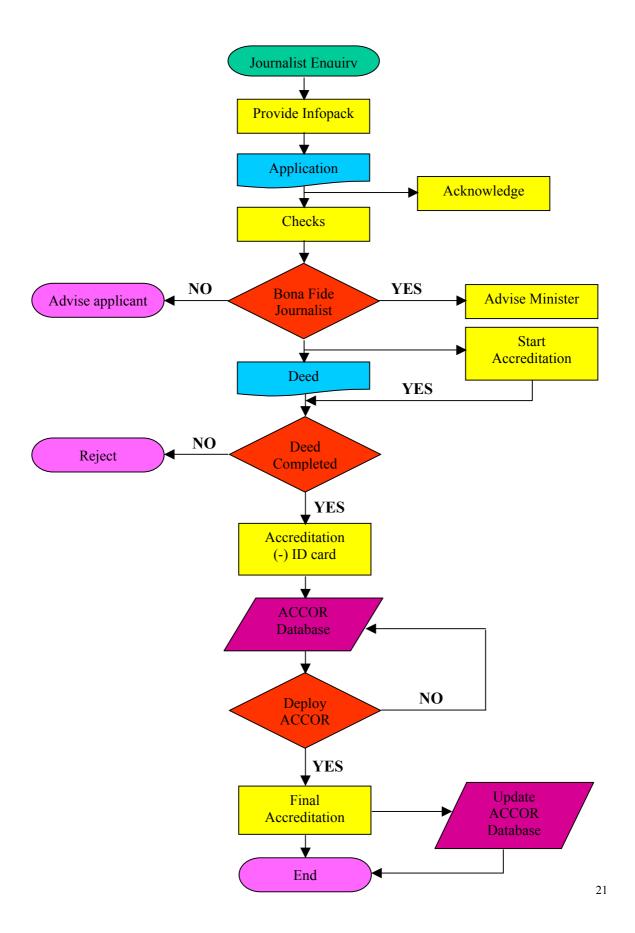
- 1. transport to and from the designated point of departure and return in Australia (which is intended to be [insert details]) and any associated accommodation;
- 2. accommodation, meals and non-air transport en route to and from the Area of Operations;
- 3. facilities for transfer of any media product within or out of the Area of Operations;
- 4. pre and post departure health preparation and ongoing medication for pre-existing medical conditions;
- 5. any costs related to, or assistance in, arranging en route stopovers;
- 6. any costs related to, or the provision of, pre departure preparation or requirements, including travel and accommodation related to training;
- 7. any costs related to medical treatment other than medical costs of immediate emergency care of the Journalist in the Area of Operations. For example, and without limitation, the Commonwealth will not be liable for costs associated with transport, treatment, surgery, medication, care and feeding, and consequential ongoing medical treatment of the Journalist;
- 8. the provision of any post emergency treatment except as provided for under Schedule 2; and
- 9. ongoing medical treatment of the Journalist;
- 10. access to the SF compound.

#### DRA A-15 PY

SIGNED, SEALED AND DELIVERED for and on behalf of the COMMONWEALTH OF AUSTRALIA by ..... of the Department of Defence (Signature of signatory) and in the presence of (Signatory witness) **EMPLOYER** (Signature of signatory) and in the presence of (Signatory witness) **JOURNALIST** (Signature of signatory) and in the presence of (Signatory witness)

IN WITNESS WHEREOF the Parties have executed this Agreement as their Deed.

#### AS ACCREDITATION PROCESS



#### DR / B-2 PY

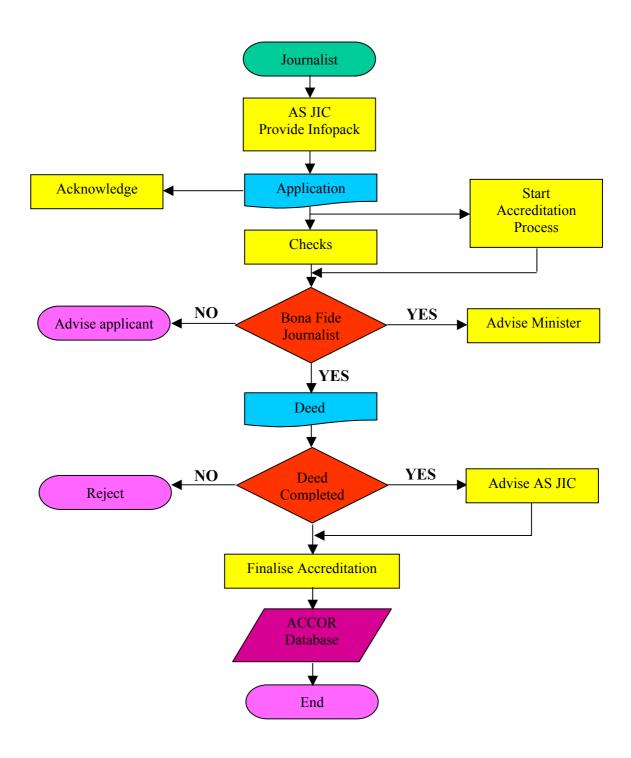
#### PROCESS FOR AS ACCREDITATION PROCESS

- 1. Journalist contacts Defence Media Liaison (DML) requesting accreditation pack. DML forwards the application package that includes a FAQ sheet on accreditation (at annex C) and the application for an accredited visit to an AO (at annex D).
- 2. DML receives completed application and commences checking process. Checks include the following:
  - a. Verification by a media organisation that it currently employs the applicant and supports the application, and
  - b. Referee and portfolio checks for freelance journalists.
- 3. If the applicant is found not to be a bona-fide journalist or does not have the sponsorship of their organisation the application is rejected and DML will inform the applicant.
- 4. If the applicant meets the criteria DML advises the Minister for Defence of the intention to accredit the journalist.
- 5. DML forwards the Deed of Agreement for signature by the journalist and sponsor (where relevant).
- 6. If the applicant or his/her organisation fails to sign the Deed the application is rejected and the applicant informed by DML.
- 7. Once Deed is signed and received by DML an information pack is forwarded to the journalist containing information relating to vaccinations, inoculation and relevant information relating to the particular AO entering eg equipment requirements.
- 8. DML is to advise the applicant of the Accredited Correspondent (ACCOR) training schedule and facilitate the allocation of training. A schedule of subject areas covered by the training can be found at annex F. The training will be provided at no cost to the applicant but all associated expenses (travel, meals, etc) are to be covered by the applicant or sponsor. Issue of Personal Protective Equipment (PPE) may occur during this training, depending on the nature and location of the operation. Upon the completion of each training program the training unit is to forward a list of participants to DML.
- 9. DML is to update the ACCOR database to reflect that the training that is mandatory for accreditation has been completed.
- 10. Where transport support to the AO is requested, MPA will bid for seat allocation with HQAST (JMOV GP). MPA, in consultation with DML, will allocate individual ACCOR to seats.
- 11. DML is to inform the successful individuals of deployment timings and administrative arrangements. ACCOR will be issued with their Accreditation ID by MPA prior to deployment. DML is to ensure the ACCOR database is updated to reflect the names ACCOR and their deployment.

#### DR/ B-3 PY

- 12. DML is to inform all qualified ACCOR as to the availability of service transport into the AO.
- 13. ACCOR intending to travel to the AO by their own means after completing the qualifying training are to arrange for the collection of their Accreditation ID from DML.

#### IN-THEATRE ACCREDITATION PROCESS



#### DR A C-2 PY

#### IN-THEATRE ACCREDITATION PROCESS

- 1. Journalist contacts Australian Public Information Bureau (ASPIB) to request accreditation/support and is given an application package. This may be facilitated through any AS PAO in the AO.
- 2. ASPIB PAO e-mails/faxes completed package to DML; on receipt, DML commences checking process. Checks will be as described at annex B, paragraph two.
- 3. If the applicant is found not to be a bona-fide journalist or does not have the sponsorship of their organisation the application is rejected and DML will notify ASPIB; the PAO in location is to inform the journalist.
- 4. If the applicant meets the criteria, DML advises the Minister for Defence of the intention to accredit the journalist.
- 5. ASPIB is to provide the Deed of Agreement for signature by the applicant. ASPIB PAO is then to forward the Deed to the applicant's sponsor in Australia for signature.
- 6. If the applicant or his/her organisation fails to sign the Deed the application is rejected and the applicant informed by the ASPIB PAO.
- 7. If the Deed is signed and returned, DML is to advise ASPIB that accreditation is granted pending the requisite training.
- 8. ASPIB PAO is to facilitate the conduct of basic training; requirements will depend on the nature of the operation, but will include mandatory operational security details. ASPIB PAO is also to facilitate the issue of PPE to the ACCOR.
- 9. On completion of training and issue of PPE the ASPIB PAO is to produce and issue ACCOR with the Accreditation ID. ASPIB PAO is then to inform DML as to the effective date of accreditation; DML is to update the ACCOR database to reflect this.

ANNEX D TO PACC XXX DEC 02

#### ACCREDITATION: FREQUENTLY ASKED QUESTIONS

#### What is accreditation?

Accreditation is the formal recognition by the Australian Defence Force (ADF), of you as an official member of the media, who has been assigned to report on activities within a specified area of military operation (AO).

Accreditation conditionally permits you to enter, traverse and depart a specified AO, in support of your assignment, while at the same time entitling you to specific assistance and courtesies from the ADF.

Accreditation also provides you recognition and protection under Article (TBA by LTCDR Mullins) of the Geneva Convention.

#### Why should I apply for accreditation?

Members of the media accredited by the ADF are entitled to specific assistance and courtesies in support of their assignment with in a specified AO. This assistance may include but is not limited to, transportation to and from the AO, transport within the AO, rations, quarters, security in the AO, protective clothing, medical treatment, information, access to ADF personnel, pre deployment training plus advice that might be particular to the AO.

Being accredited means that the ADF can cater for and support your presence within the AO.

#### What are the implications if I don't have accreditation?

Not being accredited means that the ADF does not necessarily know who you are *or* whether you are either in *or* intending to enter *or* that you have left an AO. It therefore may not be able to cater for your needs – even in an emergency.

Non accredited members of the media may not be able to have access to the same entitlements as accredited media. This could include being prevented from accessing some areas, information and ADF personnel within the AO.

As a principle, the ADF will quite often render assistance to accredited members of the media, over the needs of non-accredited members of the media.

#### Will having accreditation protect me from injury or death?

No. Areas of operation are often extremely hazardous for all persons both military and civilian. Injury or death can arise from a wide variety of circumstances. These commonly include but are not limited to, accident, hostile actions by unfriendly forces and illness.

While the ADF will afford protection and or advice on protection where and when ever possible, it cannot guarantee your safety.

#### What about insurance?

It is your responsibility to obtain suitable insurance.

#### How do I get accreditation? What is involved?

The process for being accredited is both simple and straight forward.

#### Where do I go to get accreditation or more information?

An application for accreditation pack can be obtained from:

The Accreditation Officer
Directorate of Media Liaison
Defence Public Affairs & Corporate Communication
R8-G-21
Russell Offices
Canberra ACT
AUSTRALIA 2600

Ph: +61 2 6265 1807 Fax: +61 2 6265 6946

E-mail mediaops@cbr.defence.gov.au

#### Can I get accreditation in the AO?

Yes. Although generally discouraged because of the clear benefits that can be obtained if the process is conducted in Australia prior to departure, it is possible to apply and obtain an accreditation pack and subsequent accreditation from within the AO.

An accreditation pack can be obtained from:

The Senior Australian Military Public Affairs Officer at the Coalition Joint Information Centre (JIC) located at the Headquarters in the AO.

#### How much does accreditation cost?

The ADF does not charge for accreditation.

However there may be some costs incurred in obtaining and supplying some information necessary for accreditation. Typically these may include the provision of passport photographs (Where necessary) and travel to and from accreditation points. These costs are the responsibility of the applicant.

#### How long does it take to be accredited?

While time may vary and will depend on the circumstances of each particular AO, it is intended that every effort will be made to accredit you as fast as possible.

#### DR / D-3 OPY

#### How long does my accreditation last?

Accreditation is current for the period that you are in the AO. Accreditation is terminated when you permanently leave the designated AO or by order of an authorised Australian military Public Affairs Officer.

You must firstly apply in writing. This is done, by completing an accreditation pack.

The accreditation pack contains questions relevant to your identity, your organisation, your health and your intentions within the proposed AO. Freelancers are also required to provide evidence of their occupation. The ADF may conduct checks to corroborate your bone-fides.

The accreditation pack also contains a legal Agreement, which must be signed prior to being accredited. Essentially, it is an Agreement between you, your employer and the ADF.

As part of the accreditation process you may also be required to attend some specific briefings or training sessions relevant to conditions in the proposed AO. (These are designed to assist you while in the AO and will be detailed at the time of application)

A photographic accreditation card will be issued once processing is complete and accreditation is finalised. You must carry this accreditation card and produce it on demand while in the AO.



ANNEX E TO PACC XXX DEC 02

# REQUEST FOR ACCREDITED VISIT TO OPERATIONAL AREA BY A MEDIA ORGANISATION / FREELANCE JOURNALIST / PHOTOGRAPHER / VIDEOGRAPHER

Organisation:	
Address:	
Telephone:	
Applicant contact numbers:	
BH:	_
AH:	_
Organisational contact number:	
ВН:	_
AH:	_
Requested location for visit:	
Preferred dates for visit:	
Proposed length of stay:	
Proposed movements whilst in Co	ountry:
Objectives of Visit:	

#### DR/ E-2 OPY

* Proposed storylines (see note 2):	
* Do you require operational support? (Examples to be inserted by WGCDR Anderson	
Equipment load/approximate weight: (Please identify any forms of dangerous good which may be included in equipment)	

#### **NOTES:**

- 1. Freelancers must provide evidence of being previously published *and* evidence of membership to a recognised journalists' association.
- 2. Questions marked with an asterisk are optional. Answers, if provided, may allow us to determine your travel and access requirements in-country and commence the relevant planning for your visit.
- 3. The information supplied in this document may be used to check the bona-fides of the applicants.
- 4. Applicants are required to provide two passport-sized photographs of themselves for their Accreditation ID. Electronic photographs will be accepted and can be posted on disk or e-mailed to the address provided.

# DRA E-3 OPY

# Please fill out the table below. Attachments should be supplied for any additional applicants.

	First employee	Second employee
Name		
Nationality		
Date of Birth		
Place of Birth		
Passport No		
Country of Issue		
Date of Expiry		
Blood Group		
Allergies		
Pre-existing medical conditions		
Contact details		
Next of Kin:		
Name		
Address		
Contact Nos		
Relationship		

#### DR/ E-4 OPY

#### Completed application pack should be submitted by post to:

Media Accreditation Officer Defence Media Liaison R8-G-21 Russell ACT AUSTRALIA 2600

#### OR by e-mail to:

#### Mediaops@cbr.defence.gov.au

Phone: +61 2 62652376 / 0414 236 352

Fax: +61 2 6265 6946

E-mail: <a href="mediaops@cbr.defence.gov.au">mediaops@cbr.defence.gov.au</a>

ANNEX F TO PACC XXX DEC 02

#### MANDATORY TRAINING FOR ACCOR

- 1. The following briefs can be provided to ACCOR by the training unit:
  - a. Customs/AQIS,
  - b. Islamic overview (if applicable),
  - c. In-country religion,
  - d. Terrorist devices and methodology,
  - e. Mine awareness, and
  - f. NBCD training and sizing (for equipment).
- 2. The above briefs would be identical to those given to ADF members.
- 3. The following briefs would be OPSEC modified versions of those provided to deploying ADF members:
  - a. Legal,
  - b. Operations,
  - c. Area and situation,
  - d. Psych prep for deployment,
  - e. Hostage survival training, and
  - f. Q issues.
- 4. The training unit would issue gas equipment helmets and body armour would be issued in-theatre if required. All other personal equipment, including sleeping bags would be the responsibility of the journalists, as would medical and dental requirements.
- 5. Advice about clothing, personal equipment and medical requirements would be provided to the ACCOR.
- 6. The training is expected to take between one and two days, including gas training at Holsworthy.

ANNEX G TO PACC XXX DEC 02

#### SAMPLE: VACCINATION AND HEALTH ADVICE

1. The following advice has been provided by Defence's Joint Health Support Agency in relation to visits to Afghanistan and neighbouring countries. The advice focuses on a vaccination program and requires the submission of a health questionnaire for medical officer review. You should consult your medical practitioner and begin the vaccination program immediately.

#### **Vaccinations**

- 2. The following vaccinations should be administered prior to departure:
  - a. Routine vaccinations:
    - i. Polio (oral sabin);
    - ii. Adult diphtheria and tetanus (ADT);
    - iii. Measles, mumps and rubella (MMR);
    - iv. Hepatitis A. HAV (Havrix) or HABV (Twinrix);
    - v. Hepatitis B. HBV (HBVax-II or Engerix) or HABV (Twinrix); and
    - vi. Typhoid (TyphimVI).
  - b. **Additional specific vaccinations.** For States in Central Asia in the vicinity of Afghanistan these are:
    - i. routine vaccinations,
    - ii. MENCEVAX,
    - iii. Orochol, and
    - iv. plague.
  - c. Administration of specific vaccinations:
    - i. Plague: Two doses 28 days apart (given lack of lead-time, one dose is recommended);
    - ii. Cholera: Single dose of Orochol; and

iii. Meningococcal (MENCEVAX): Single dose.

G-2

#### **Countermeasures and screening**

- 3. The following health countermeasures and screening are also recommended prior to departure:
  - a. malaria prophylaxis; and
  - b. screening for the presence of G6PD.
- 4. During deployment, you should be aware of the need for protection against vector-borne diseases / mosquitoes. Insect repellents should be carried and used. Sun screens are also essential.
- 5. After the visit and upon return to Australia, it is recommended that you undergo Malarial eradication (Primaquine 15mg [two 7.5mg tablets] once daily to be taken concurrently with ongoing doxycycline 100mg daily).

#### **International Certificate of Vaccination**

6. An International Certificate of Vaccination should be completed by your medical practitioner and the Certificate carried by you during the visit.

#### Extra spectacles and medication supplies

- 7. In addition, persons are advised to carry:
  - a. an extra pair of spectacles; and
  - b. sufficient supply of regular / unusual medication for personal use.

#### Health questionnaire

8. The attached health questionnaire should be completed and sent to Defence's Joint Health Support Agency as a priority.

#### DR/ G-3 OPY

#### MEDICAL-IN-CONFIDENCE

# PACC-SPONSORED ACCREDITED CORRESPONDENT VISIT TO AFGHANISTAN AND KYRGYZSTAN SEP 02

# **MEDICAL QUESTIONNAIRE**

Completed questionnaire to be sent to Joint Health Support Agency, CP2-6-10, Department of Defence, Campbell Park, ACT 2600, no later than 3 Sep 02. Fax to: (02) 62662314.

a.	Name: Age: Sex: M/F	
b.	Weight (kg): Height (cm) :	
C.	Country of birth:	
d.	Current medical conditions / illnesses and treatment.  (all conditions should be revealed whether medication is required or not)	
e.	Physical disabilities	
r	All : (1.17	
f.	Allergies (to bites, medication, insects, chemicals, food or other substances)	
g.	Medications being administered, dose and reason (females please include the oral contraceptive pill by name)	
h. 	Drug sensitivities	
i.	Prior overseas travel: Yes / No	
	Last occasion: Country	
j. 	Have you received the recommended immunisation: Yes / No If no, what has not been received:	
k.	Do you have travel insurance: Yes / No If so, please name insurer:	
l.	Have you had previous health training: Yes / No	

# DR<sub>1</sub> G-4 OPY

If so, please describe skills / qualifications	
I knowledge that this form w	l be reviewed by Joint Health Support Agency.
Signature:	Date: