




**Plant
Surveillance
Network**
Australasia Pacific

PSNAP Membership and Network Guidelines

V1
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Part 1. Introduction

1.1 Document purpose

These guidelines have been developed to clearly define how the Plant Surveillance Network Australasia-Pacific (PSNAP) will be run, its membership and operational procedures.

1.2 Privacy

Refer to the privacy policy in relation to access, use and storage of any personal information provided when accessing and using the PSNAP website or portal. This policy is available on the Privacy Policy page of the PSNAP website¹.

1.3 Definitions

The terms used in this document have the following meanings.

| TERM | DEFINITION |
|----------------------------|--|
| Australasia-Pacific | Australia, New Zealand, the Pacific islands and their territories |
| Member | A member of the network, as described in Clause 4 |
| Network | The Plant Surveillance Network Australasia-Pacific (PSNAP) |
| Network Coordinator | An office holder for the network, as described in Clause 3.4 |
| Network Organiser | An office holder for the network, as described in Clause 3.3 |
| Network Supervisor | An office holder for the network, as described in Clause 3.2 |
| NPBDN | National Plant Biosecurity Diagnostic Network |
| Office holders | The Network Supervisor, Network Organiser, and Network Coordinator, as described in Clause 3 |
| Pest | Any species, biotype or strain of invertebrate pest or pathogen injurious to plant health, unprocessed plant products, bees or fungi |
| PHC | The Plant Health Committee |
| Portal | Plant Surveillance Network Australasia-Pacific members only portal, accessible from the website |
| PSNAP | Plant Surveillance Network Australasia-Pacific |
| PSNWG | The Plant Surveillance Network Working Group, a working group that reports to SNPHS |
| SNPHS | The Subcommittee (of the Plant Health Committee) on National Plant Health Surveillance |
| Website | Plant Surveillance Network Australasia-Pacific website; plantsurveillancenetwork.net.au/ |

¹ The Privacy Policy on PSNAP website plantsurveillancenetwork.net.au/privacy-policy-2/

Part 2. Network description

2.1 Aim

The aim of the Plant Surveillance Network Australasia Pacific (PSNAP) is to strengthen surveillance capacity and capability across Australia by improving connections and communication between network members. This will improve Australia's ability to respond effectively to plant pests, safeguarding the economy, environment and community.

2.2 Overview

In summary:

- The Network Organisers will develop strategies and frameworks necessary to achieve Clause 2.1.
- PSNAP includes a website with a member-based web portal to manage network membership (plantsurveillancenetwork.net.au/).
- Implementation of PSNAP includes:
 1. Advancing and disseminating knowledge of plant health surveillance practice;
 2. Promoting professional development for those working in plant health surveillance roles;
 3. Organising technical seminars and training opportunities for members;
 4. Promoting the plant biosecurity surveillance career path as to enhance entry and retention of suitably qualified individuals and organisations into the profession;
 5. Increasing public awareness of the functions and achievements relating to plant biosecurity surveillance;
 6. Organising meetings or communication sessions to provide members the opportunity to effectively network with their peers;
 7. Organising avenues for communication of member feedback, experiences and ideas of network operation;
 8. Promoting development and adoption of scientifically validated surveillance standards for exotic and established plant pests;
 9. Assisting members to deliver plant biosecurity commitments; and
 10. Other activities to meet the aim of the network as stated at Clause 2.1.

Part 3. Network management

3.1 Network management structure

Management of the network includes three office holders; Network Supervisor, Network Organiser, and a Network Coordinator. Office holders are appointed *ex officio* and include:

- the Network Supervisor is the Plant Health Committee (PHC);
- the Network Organiser is the Subcommittee on National Plant Health Surveillance (SNPHS);
- the Network Coordinator is the employee of Plant Health Australia responsible for the network:
 - the Network Coordinator may be appointed by Plant Health Australia in line with the contract between the Department of Agriculture and Plant Health Australia; or
 - if no Network Coordinator is appointed under this Clause, the Executive Officer of SNPHS will perform this role.

3.2 Network Supervisor

The Network Supervisor, subject to the Commonwealth, State and Territory Acts and regulations, has the ability to:

- control and manage the affairs of the network;
- communicate on behalf of the network as a whole; and
- perform all acts and do all things that appear to the Network Supervisor to be necessary or desirable for the proper management of the affairs of the network.

3.3 Network Organiser

3.3.1 Network Organiser description

The Network Organiser, subject to the Commonwealth, State and Territory Acts and regulations, this document, and to any resolution of the Network Supervisor, has the ability to:

- develop and maintain policies for the running of the network, which must be:
 - endorsed by the Network Supervisor;
 - communicated to all members according to the provisions of Clause 6.3; and
 - made available to all network members within a reasonable timeframe upon request.
- communicate on behalf of the network as a whole; and
- implement these policies, consistent with Commonwealth, State and Territory Acts and regulations, this document, and to any resolution of the Network Supervisor or Network Organiser.

3.3.2 Network Organiser delegation

The SNPHS has convened the Plant Surveillance Network Working Group (PSNWG) and, in accordance with Clause 3.7, delegate the operations of the Network Organiser role to PSNWG. The PSNWG terms of reference is available from the SNPHS Executive Officer, at SNPHS@agriculture.gov.au.

SNPHS retain the decision-making authority of the Network Organiser role.

3.4 Network Coordinator

The Network Coordinator:

- can be contacted at PSNAP@phau.com.au;
- drives the network activities, in line with decisions made by the Network Organiser and Network Supervisor;
- must maintain a register of network members;
- must keep a register of network policies and rules as endorsed under the provisions of Clause 3.3 and make them available to Network members on the PSNAP members portal;
- must keep records of meetings held in relation to PSNAP management and implementation, including attendance, actions, outcomes and decisions made at the meeting.
 - Meeting records must be endorsed by the person presiding at the meeting or by the person presiding at the next succeeding meeting.

3.5 Office holder vacancies

For these guidelines, a vacancy in the office holders occurs if the office holder ceases to be nominated or constituted under Commonwealth, State and Territory Acts and regulations, or this document.

If a vacancy occurs, then unless a replacement is constituted under Commonwealth, State and Territory Acts and Regulations, or this document, the network must be wound up.

3.6 Office holders' meetings

Meetings of the office holders':

- must be held at least once a year to make decisions relating to PSNAP; and
- may be conducted in any means as agreed by the office holders.

3.7 Delegation of office holders' duties

Delegation of office holders' duties is allowed through the following process:

1. The office holders may, by resolution, delegate to one or more subcommittees or working groups (consisting of a member or members of the office holder that the office holder considers appropriate) the exercise of the functions of the office holder that are specified in the resolution, other than:
 - this power of delegation; and
 - a function that is a function imposed on the office holder by any Commonwealth, State and Territory Acts or Regulations, or this document, or the procedures of a member organisation, or by resolution of the office holder.
2. A function, the exercise of which has been delegated to a subcommittee or working group under Clause 3.7 may, while the delegation remains unrevoked, be exercised from time to time by the subcommittee or working group in accordance with the terms of the delegation.
3. A delegation under this section may be subject to any conditions or limitations about the exercise of any function, or about time or circumstances, which may be specified in the instrument of delegation.
4. Despite any delegation under this section, the office holder may continue to exercise any function delegated.
5. Any act or thing done or suffered by a subcommittee or working group acting in the exercise of a delegation under Clause 3.7 has the same force and effect as it would have if it had been done or suffered by the office holder.
6. The office holder may, in writing, revoke wholly or in part any delegation under this section.

3.8 Voting and decisions

3.8.1 Decision making

Decisions made by office holders:

- at a meeting of the office holder or of any subcommittee or working group appointed by the office holder, are decided by a majority of the votes of members of the office holder, subcommittee or working group present at the meeting;
- or by a subcommittee or working group appointed by the office holder, is valid and effectual despite any defect that may afterwards be discovered in the appointment or qualification of any member of the office holder, subcommittee or working group. This includes any act or thing done, or suffered, or purporting to have been done or suffered by the office holder, subcommittee or working group.

3.8.2 Voting

Each member present at a meeting of the office holder, or of any subcommittee or working group appointed by the office holder, (including the person presiding at the meeting) is entitled to one vote but, if the votes on any question are equal, the person presiding may exercise a second or casting vote.

Part 4. Network membership

4.1 Membership requirements

A person qualifies to be a member of the network, if the person is:

1. engaged in the surveillance for plant pests in Australia or New Zealand; or
 2. a member or observer on PHC, SNPHS or their respective working groups; or
 3. concerned with regulation of plant health surveillance, plant biosecurity or plant movements;
- and the person;
- meets at least one sub-criteria for the second point in Clause 4.2; and
 - is based in Australasia-Pacific, and
 - agrees to the Terms of Uses, as described in Clause 5.4.

4.2 Membership application

Membership is sought and granted through the following process:

- individuals must register at plantsurveillancenetwork.net.au/join/;
- an individual will be granted membership if they:
 1. are an employee of an Australian or New Zealand government department that is responsible for biosecurity and undertaking a role relating to surveillance (policy, planning or operations); or
 2. are directly involved in an industry-based biosecurity surveillance program (planning or operations); or
 3. are working on a relevant research discipline in a research institution (government, university, museum or private research organisation); or
 4. are a private surveillance consultant; or
 5. can demonstrate input into community-based biosecurity surveillance program; or
 6. are a member of the National Plant Biosecurity Diagnostics Network (NPBDN) with an interest in surveillance; or
 7. are based in Australasia-Pacific and known by the Network Organiser to work in plant health surveillance or related activities; or
 8. are approved by the Network Organiser.
- the Network Coordinator will assess applications as soon as is practicable after receiving the registration details;
- validation of the membership request will be undertaken using:
 - email address as proof of employment at relevant organisation, in line with the criteria above; or
 - email confirmation from the Network Organiser, individuals that make up the Network Organiser or an individual directed by the Network Organiser; or
 - internet search that shows the plant pest surveillance activities the individual is involved in.
- if the applicant meets the criteria in Clause 4.1 and 4.2, the Network Coordinator will approve the membership and the applicant will receive an email from the PSNAP website indicating their approval;
- the applicant becomes a member of the network at the time the registration is accepted by the Network Coordinator;

- if it is not clear whether the applicant meets Clause 4.1 or 4.2, the Network Coordinator can seek advice and further information from the Network Organiser, individuals that make up the Network Organiser or PHA staff;
- if the applicant does not meet the criteria in Clause 4.1 or 4.2, the Network Coordinator will reject the application for membership and:
 - the applicant will receive an email from the PSNAP website indicating the rejection; and
 - the applicant has the right to reapply for membership of the network as per Clause 4.2, providing they respond to the reasons for rejection in an email to the Network Coordinator via PSNAP@phau.com.au. This information will be assessed by the Network Organiser;
 - if the application for membership is rejected for a second time, the nominee may directly apply in writing to the Network Supervisor for membership, addressing the reasons for rejection provided by the Network Coordinator; and
 - the Network Supervisor will assess direct applications in a manner and time of their choosing. The decision of the Network Supervisor under this Clause in respect to a membership nomination will be final.

4.3 Membership entitlements not transferable

A right, privilege or obligation that a person has because of being a member of the network:

- cannot be transferred or transmitted to another person or organisation; and
- terminates on cessation of the membership of the person.

4.4 Cessation of membership

A person or organisation ceases to be a member of the network if the person:

- dies; or
- resigns from membership of the network as per Clause 4.5; or
- is expelled from the network through the mechanisms in Clause 4.8.

4.5 Resignation of membership

A member:

- is entitled to resign from the network, if done in accordance with this section;
- may resign from the network by first giving notice (of not less than 1 month or, if the Network Organiser has determined a shorter period, that shorter period) in writing to the Network Coordinator of the member's intention to resign and, at the end of the period of notice, and subject to the next dot point, the member ceases to be a member;
- must return any network materials in their possession for their resignation to become effective;
- will cease to be a member when the Network Coordinator has deleted the relevant account on the PSNAP portal and has recorded the date the individual ceased to be a member.

4.6 Membership fees

Membership of the network provides the benefits of:

- No entrance fee; and
- No annual membership fee.

4.7 Member and network liabilities

4.7.1 Member liabilities

The responsibility of a member to contribute towards the payment of the debts and liabilities of the network or any costs, charges and expenses of the winding up of the network is limited to the amount (if any) unpaid by the member in relation to membership of the network as required by Clause 4.6.

4.7.2 Network liabilities

The Network shall not:

- be taken to be liable to contribute to the payment of any debts or other liabilities incurred by members, except as otherwise provided by relevant Commonwealth, State and Territory Acts and Regulations, or the rules of the network;
- be taken to be responsible for the actions of any members, except as otherwise provided by relevant Commonwealth, State and Territory Acts and Regulations, or the rules of the network.

4.8 Network standards

4.8.1 Compliance with network standards

Members must comply with the network guidelines. If the Network Organiser or Network Supervisor is of the opinion that an individual member:

- has persistently refused or neglected to comply with a provision of the network guidelines; or
- has consistently refused or neglected to comply with a provision of network policies; or
- has persistently and wilfully acted in a manner prejudicial to the interests of the network, the Network Coordinator, in consultation with the Network Organiser, may by resolution:
 - expel the member from the network; or
 - suspend the member from the rights and privileges of membership of the network for a specified period as determined by the Network Organiser.

The resolution takes effect immediately upon service of the notice to the member.

4.8.2 Service of notice

If the Network Organiser passes a resolution under Clause 4.8.1, the Network Coordinator must, as soon as practicable, serve a written notice on the member:

- setting out the resolution of the Network Organiser and the grounds on which it is based;
- stating that the member may communicate in writing with the Network Organiser for consideration of pertinent information; and
- informing the member that the member may submit to the Network Organiser within 30 days written representations relating to the resolution.

4.8.3 Right to respond to notice

After notice has been served on the member, the Network Organiser must:

- give to the member mentioned in Clause 4.8.1 an opportunity to make written representations;
- give due consideration to any written representations submitted by that member; and
- by resolution decide whether to confirm or to revoke the resolution of the Network Organiser made under Clause 4.8.1.

4.8.4 Confirmation to suspend or expel a member

If the Network Organiser confirms a resolution under Clause 4.8.3:

- the Network Coordinator must, within 30 days after that confirmation, by written notice inform the member of that confirmation and of the member's right of appeal under Clause 4.8.5;
- the resolution does not take effect:
 - until the end of the period within which the member is entitled to appeal against the resolution, if the member does not exercise the right of appeal within that period; or
 - if within that period the member exercises the right of appeal, unless and until the Network Supervisor confirms the resolution in accordance with Clause 4.8.5.

4.8.5 Right of appeal

Members have the right of appeal to the Network Supervisor against a resolution of the Network Organiser that is confirmed under Clause 4.8.4. The appeals process is as follows:

- within 14 days after notice of the resolution is served on the member, lodge written notice with the Network Coordinator;
- on receipt of a notice, the Network Coordinator must notify the Network Supervisor of the matter to consider in the method of its choosing;
- before the Network Supervisor convenes to consider the matter:
 - the Network Organiser and the member must be given the opportunity to make representations in relation to the appeal orally or in writing, or both; and
 - the members of the Network Supervisor present must vote on the question of whether the resolution made under Clause 4.8.1 should be confirmed or revoked.
- the resolution made by the Network Supervisor is final. Notice of the resolution will be carried out in line with Clause 4.8.2.

Part 5. Network website and member portal

5.1 Website and portal management

The website and portal are management by Plant Health Australia, with the:

- PSNAP website and portal hosted on the Plant Health Australia servers;
- maintenance of the website and portal by the Plant Health Australia Webmaster;
- website and portal administration and content managed by the Network Coordinator.

5.2 Portal Access

Access to the portal:

- is granted to members at the same time they are admitted to the network, in line with Clause 4.2;
- includes basic access rights, that allow members to view all information and resources available on the website and portal;
- is ongoing, unless an individual ceases to be a member; and

Any issues regarding access to the portal should be directed to the Network Coordinator via email at PSNAP@phau.com.au.

5.3 Website and portal content

5.3.1 Website content

Information presented on the website is open to the public and can include:

- details of the purpose and implementation of the Network;
- information relevant to the successful development and implementation of surveillance;
- limited details about network initiatives and activities;
- limited information pertaining to professional development opportunities, events, training, workshops and conferences; and
- details on how to become a member of the network.

5.3.2 Portal content

Information on the portal can only be accessed by network members. Content on the portal can include:

- resources relevant to plant biosecurity surveillance including fact sheets, videos, forms, templates, protocols, plans, reports, strategies and other tools. All resources uploaded to the site will adhere to Clause 1.2 and 5.4;
- details relating to network initiatives, professional development opportunities, events, training, workshops and conferences; and
- the member directory.

5.3.3 Provision and upload of content

Network members, the Network Coordinator, Network Organiser or Network Supervisor can suggest content for the website or portal. Content is provided to the Network Coordinator for assessment.

The Network Coordinator is responsible for receiving suggested content, assessing its suitability against Clause 1.2, 5.3 and 5.4 and uploading to the site.

5.4 Terms of use

The terms of use for the PSNAP website and portal are as detailed in Schedule 1.

Part 6. PSNAP communication, meetings and events

6.1 Calling a meeting

When calling a meeting:

- the Network Organiser may, whenever it considers appropriate, call a meeting of the network;
- members may request a network meeting, if the request is supported by at least 25% of the total number of members; and
- a request for a general meeting, by members, must be made to the Network Coordinator and:
 - state the purpose or purposes of the meeting;
 - be signed by the members making the requisition; and
 - may consist of several documents in a similar form, each signed by one or more of the members making the requisition.

6.2 Holding a general meeting

When holding a general meeting:

- a general meeting of the network may be called on the date and at the place (physical or virtual) and time that the Network Organiser considers appropriate;
- notice must be provided to members at least 14 days prior to the meeting, including time, date and meeting agenda;

- in addition to any other business that may be transacted at a general meeting, the business of a general meeting is:
 - to confirm the minutes of the last general meeting; and
 - to receive from the office holders reports on the activities of the network during period since the last general meeting.
- members can submit business to be addressed at meetings to the Network Coordinator. Items will be included on the agenda for the next general meeting.
- the office holders shall take into consideration any resolution of a general meeting in performing the duties of their offices in accordance with Clauses 3.1 to 3.5, inclusive.
- a question arising at a general meeting of the network is to be decided on a show of hands, with the majority vote deciding the outcome. Where there is an equal number of votes, the Network Organiser will decide the outcome of the decision.

6.3 Communication with members

Communication with members:

- will be for network purposes and be in line with the network aim;
- will comply with the Privacy Policy as described in Clause 1.2;
- from the Network Coordinator will include;
 - direct email; or
 - information provided on the website; or
 - information provided in the members portal; or
 - at PSNAP events and workshops.

6.4 Events

The Network Organiser will arrange for relevant events, workshops and training for members. This will be done where external funding is available and will be in line with the network aim.

Part 7. Miscellaneous

7.1 Dispute resolution

7.1.1 Notice of Disputes

In the event of any disagreement or dispute arising between any or all members relating to the supervision or implementation of the network, any member may send a Notice of Dispute outlining the details of that dispute and:

- a Notice of Dispute should be sent to the Network Coordinator; or
- if the Notice of Dispute relates to a matter involving the Network Coordinator, then the Notice of Dispute should be sent to the Network Organiser, via the Executive Officer for the Subcommittee on National Plant Health Surveillance at SNPHS@agriculture.gov.au.

A member that serves a Notice of Dispute may withdraw it by giving written notice to the Network Coordinator, or the Network Supervisor where relevant.

7.1.2 Resolution of Disputes

Following distribution of a Notice of Dispute:

- the members involved in the dispute must enter into good faith discussions with a view to resolve the dispute;
- the Network Coordinator and/or Network Supervisor may be involved in the dispute resolution discussions, but this is not a requirement;
- where the members have not resolved the subject of the Notice of Dispute within a reasonable amount of time, any member may request that the matter be referred for mediation or alternative dispute resolution as agreed by the members;
- decisions reached by alternative dispute resolution should be final and binding on the Parties; and
- any costs or expenses associated with the mediation or alternative dispute resolution must be paid by the members involved in the dispute, excluding the Network Coordinator and Network Supervisor, in equal shares unless recommended otherwise by the person conducting the mediation or alternative dispute resolution process.

7.2 Funding source and management

Funds for the network:

- may be derived from entrance fees and annual subscriptions of members as defined in Clause 4.6, donations and, subject to any resolution passed by any of the office holders and subject to Commonwealth, State and Territory Acts and Regulations, or this document, or the procedures of a member organisation, any other sources that any of the office holders decides; and
- must be used for the objects of the network in the way that the Network Organiser decides, subject to Commonwealth, State and Territory laws, or any resolution passed by the Network Supervisor.

7.3 Revision of network objectives and governance rules

The network:

- objectives mentioned in this guideline document may be revised only in accordance with Commonwealth, State and Territory Acts and regulations, or this document, or the procedures of a member organisation; and
- rules can be altered by the Network Supervisor based on:
 - a recommendation from the Network Organiser; or
 - following a relevant item of business being presented to, and voted in the positive, at a general network meeting in accordance with Clause 6.2.

7.4 Network logo and branding

The PSNAP logo and branding:

- files are held by Plant Health Australia;
- presentation and document templates are to be used for all relevant activities associated with PSNAP, including but not limited to:
 - official PSNAP documentation, such as this guideline document and policies; or
 - annual Surveillance Workshops; or
 - other events, training and workshops developed by PSNAP;
- must not be attached to any instrument except with the authority of the Network Supervisor, Network Organiser or Network Coordinator.

Schedule 1 – PSNAP Terms of Use

1. Compliance with law

All use of the PSNAP website or member portal by you, including provision of resources and use of material obtained from the site, must be done in accordance with these terms of use and all applicable Commonwealth, State and Territory laws, including laws relating to biosecurity, privacy and intellectual property.

When providing information for use on the PSNAP website or portal, you will not:

- provide files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents;
- provide files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer;
- provide any file that you know, or reasonably should know, cannot be legally distributed in such manner; or
- falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.

2. Acceptable use policy

By using the PSNAP website or portal you agree that:

- you will use the PSNAP website and portal in a manner that does not infringe the rights of or inhibit the use of the system by any third party. This includes a prohibition of any conduct which is unlawful, or which may harass or cause distress or inconvenience to any third party, and of the transmission of obscene or offensive content or disruption to any part of the website;
- you will not use text or information provided via the PSNAP website or portal, in a manner that misleads or is incorrect, that supports a criminal or illicit activity, or in any application, or in any other ways to defame any person; and
- you will not do anything that has an impact on the performance of the PSNAP website and portal nor interfere with the operation or the display of information. This includes attempting to gain unauthorised access to the secure areas of the PSNAP website and portal. The inclusion of any email addresses on the PSNAP website or portal does not consent from that person to receiving unsolicited commercial electronic messages or SPAM.

3. Access to PSNAP portal

Access to the PSNAP portal is restricted to members who will be determined at the sole discretion of the Administrator or Steering Committee of the system.

By using the PSNAP Portal you agree to:

- be responsible for maintaining the confidentiality of your account and password;
- accept responsibility for all activities that occur under your account or password; and
- only use your own account and password when accessing the PSNAP portal. If you become aware of unauthorised access to your account, you must notify contact the Diagnostic and Surveillance Networks Coordinator at PHA on 02 6215 7700 or at PSNAP@phau.com.au.

Access may be suspended or terminated if the network rules are not followed.

4. Website access

You acknowledge that access to the PSNAP website:

- may not be continuous or uninterrupted at all times; and
- may be interfered with by factors or circumstances outside of PHA's control; and

- if you experience problems with the PSNAP website or portal that are not related to your PC or other device, communications line or internet service provider, contact the Diagnostic and Surveillance Networks Coordinator at PHA on 02 6215 7700 or at PSNAP@phau.com.au.

5. Internet connection

PHA accepts no liability for any interference with, or loss or damage to, your organisation's computer system, software or data (including loss from viruses, disabling codes, worms or other devices or defects) occurring in relation to your organisation's internet connection or use of the PSNAP website or portal.

6. Privacy

Refer to the privacy policy, available on the PSNAP website², in relation to access, use and storage of any personal information you provide when accessing and using the PSNAP website or portal.

Notwithstanding the terms of the privacy policy, you agree to Plant Health Australia Limited:

- making a record each time you visit the PSNAP website or portal and logging the following information: browser search engines, hosts, pages viewed, number of visits, information uploaded or downloaded, usernames used, queries lodged, access paths and platforms used; and
- using the information supplied by your browser for analysing usage of the PSNAP website or portal and monitoring or investigating security breaches, provided that the information is not disclosed without your consent (except if the Administrator is required by law to disclose the information).
- upon request, the Network Coordinator will give you access to any information which it has collected about you through the PSNAP website or portal in accordance with the *Privacy Act 1988*.

7. Downloadable documents

Where you are permitted to download material from the PSNAP website or portal and you download that material, you agree to:

- comply with the terms of the copyright applying to that material, if any;
- conduct such virus scanning and take appropriate and adequate precautions (including up-to-date firewall and anti-virus software) as may be necessary to ensure that the downloaded material is free of viruses or other contamination and will not corrupt or damage your property (including damage to software, hardware or data) or that of any other person; and
- only provide the downloaded material to a third party if appropriate to do so and permitted by law.

8. Intellectual Property

All intellectual property rights in material made available through the PSNAP website or portal remain the property of the owners of that material.

You agree that the provision of access to the PSNAP website or portal does not confer any intellectual property rights (other than the above licence) on you or your organisation and that you will not act in a manner which infringes those rights.

9. Disclaimer

Warranties

The following warranties apply to the PSNAP website and portal:

- the information available on the PSNAP website or portal is made available for information purposes only and has been provided without warranties of any kind either express or implied;

² The Privacy Policy on PSNAP website plantsurveillancenetwork.net.au/privacy-policy-2/

- you acknowledge and agree that you must exercise your own skill and care with respect to your use of the PSNAP website or portal and carefully evaluate the accuracy, currency, completeness and relevance of information on the PSNAP website or portal;
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