

Private and confidential

24 March 2017

Audrey Gaughran
Director of Global Issue and Research
Amnesty International

Via Email:

Dear Ms Gaughran,

Thank you for your letter dated 21 March 2017 (**Letter**) and the opportunity to respond to the findings contained within.

The preamble to your letter repeats certain assertions made in previous publications by Amnesty International. Some of these matters are very serious allegations, but made in broad and general language. As you know, Wilson Security firmly refutes any suggestion that it has been involved in any of the conduct referred to by you.

Set out below are our comments in respect of each of the 4 findings in the Letter.

Finding 1

This appears to comprise three findings, which we will deal with separately.

The first is a finding that Wilson Security provides security 'and other services' at the RPC under a sub-contract with Broadspectrum.

We confirm that we provide security services under a sub-contract with Broadspectrum. We are not sure what you mean by 'and other services'. There is a list of services in the second paragraph of your Annex, each of which has a security element, however you have not stated what, if any, services you say that Wilson Security provides that are not security services.

The second is that Wilson Security sub-contracts some services to Sterling Security.

Between 1 August 2014 and 8 February 2016, Wilson engaged a local security provider, Sterling Security, to perform certain subcontractor services at Nauru RPC. Sterling Security no longer performs any services at Nauru RPC.

From the 4th of January 2016 to the 8th of February 2016 the Nauruan government engaged local service providers to perform supplementary security services at Nauru RPC.

The third is that 'Broadspectrum retains a significant amount of control over the performance of the sub-contract by Wilson Security'.

The only support for this statement appears to be examples in your Annex of certain contractual powers in a previous version of the contract. It is not clear whether, in referring to a 'significant amount of control' you are referring to rights and obligations under a contract, or something more.

The terms of that contract speak for themselves. Wilson Security continues to carry out its services in accordance with its contractual obligations.

It is not otherwise appropriate to comment given the conclusionary and subjective nature of the finding.

Finding 2

This appears to be limited to a finding that allegations have been made against Wilson Security.

Wilson Security acknowledges that allegations have been made. These include allegations that have been made in various media articles and other contexts, without any credible factual basis.

None of these allegations have been substantiated and it is disappointing that allegations continue to be treated in some quarters as amounting to facts.

Of course, Wilson Security does not tolerate any mistreatment of those in its care, and has at all times been prepared to take disciplinary action against staff members where appropriate, as acknowledged on page 5 of the February 2015 Moss Review.

Finding 3

This also appears to comprise three findings. The first of these is that there is a 'culture of secrecy' on Nauru.

We reject this assertion.

You appear to have based this assertion on the fact that Wilson personnel performing services under the Broadspectrum sub-contract are required to sign a confidentiality deed upon commencement of employment.

Rather than some 'culture of secrecy', this reflects commercial arrangements, as agreed between the DIBP, Broadspectrum and Wilson prior to the commencement of the relevant contract / sub-contract. In our experience, such commercial arrangements are not uncommon in these and other contexts. Of course, the duty of confidentiality created by these agreements also ensures that the privacy of asylum seekers continues to be respected, even after staff have ceased employment.

You then assert that this 'culture of secrecy' extends to the Wilson Security's contract with Broadspectrum. This appears to be based on your observations about redactions to documents you have received. You assert that DIBP is 'justifying...secrecy' but in reality, based on what appears in your Annex, the DIBP appears to have done nothing more than appropriately applied an exemption under the FOI Act, quoting section 47(1)(b) in doing so.

It is, in our experience, commonplace in a range of contexts for fee and pricing related information to be redacted under this section of the Commonwealth FOI Act, and in similar state legislation.

Finally, you assert that 'This secrecy facilitates corporate abuses at the RPCs'. There is no underlying analysis for this assertion. Further, quite apart from your assertions about 'secrecy', Wilson Security rejects any suggestion that it has been involved in 'corporate abuses'.

From your Annex, this allegation of involvement in 'corporate abuses' appears to be based on:

- repetition of what has been reported in the media in respect of the 'Nauru Files', without further analysis or interrogation. As we have said previously, it is not appropriate for us to comment on this material at this time, other than to refute it; and
- selective extracts from the Moss Review and the Select Committee report.

In our view, this is not an adequate basis for such serious allegations. We repeat that Wilson Security rejects any suggestion that it has been involved in 'corporate abuses'.

With respect, the matters in Finding 3 appear misconceived.

Finding 4

We confirm that Wilson personnel are “authorised officers” under Nauruan law. They have been, and continue to be, targets of physical assaults by transferees at Nauru RBC.

As you have observed, status as an ‘authorised officer’ applies for the purposes of preventing injury or damage to themselves, other persons or property. Authorised officers can only use force to the extent reasonably necessary. The language in this regard is analogous to the language used in respect of self-defence laws codified in criminal law legislation around Australia.

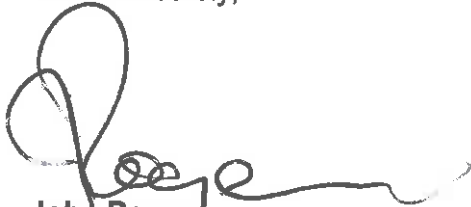
Annex

Save from the specific comments above, we do not propose to respond to the detail of the Annex.

Finally, I refer to your comments in the Letter that ‘in drafting the briefing, we have taken account of any previous response provided by Wilson Security to these findings’ and that you may reflect any information received from Wilson in future AI published materials. You might recall that our letter of 11 October was sent on the basis that it was private and confidential, in much the same manner as your letter of 10 October 2016 had been marked.

If you intend to publish information provided on this basis, would you please notify us before doing so. Wilson Security reserves all of its rights in this regard.

Yours sincerely,



John Rogers
Chief Executive Officer – Wilson Security