



Australian Government
Department of Defence



Australian Government
**Great Barrier Reef
Marine Park Authority**

2018 – 2020 MEMORANDUM OF UNDERSTANDING

BETWEEN

DEPARTMENT OF DEFENCE

AND

THE GREAT BARRIER REEF MARINE PARK AUTHORITY

ON

DEFENCE ACTIVITIES IN THE GREAT BARRIER REEF

MARINE PARK REGION



EXECUTIVE SUMMARY

The Department of Defence (Defence) and the Great Barrier Reef Marine Park Authority (GBRMPA) are strongly committed to continuing to work closely together in a constructive and complementary way to ensure the protection, understanding and sustainable use of the Great Barrier Reef Region (GBRR). Defence and GBRMPA recognise that each organisation has responsibilities and obligations to the community for their respective functions. Both organisations also recognise that their actions can have impacts on the operations and activities of the other and for that reason, cooperation is essential.

To help the Commonwealth meet its requirement to protect and manage the Great Barrier Reef Marine Park (GBRMP), Defence will ensure that its activities are conducted in a way that minimises impacts upon the GBRMP and its users. Defence activities will be consistent with the undertakings made in the *Strategic Environmental Assessment (SEA) of Defence Activities in the GBRWHA* (18 January 2006 and as updated in February 2014) and any subsequent updates of the SEA. Defence activities will also be consistent with GBRMP legislation, Zoning Plans and Management Plans made under GBRMP legislation, relevant directions given by the GBRMPA and this Memorandum of Understanding.

To assist Defence in meeting its strategic and national security interests, GBRMPA will proactively consider Defence's use of the GBRR and adjacent areas when making decisions about Great Barrier Reef management matters. As a general principle, where management controls need to be applied they will be implemented in a way that protects the environment and balances competing pressures, aiming to minimise the effect on Defence use to the greatest practicable extent.

To implement this commitment, Defence and GBRMPA have entered into this non legally binding Memorandum of Understanding to formalise the commitments made in the SEA and to ensure that cooperation and communication continue to form an integral part of the management process for the GBRMP and the conduct of Defence activities within it.

1. Purpose

The purpose of this Memorandum of Understanding is to ensure that the relationship between GBRMPA and Defence will:

- a. Facilitate open and transparent communication and understanding about the activities that both organisations undertake, or may wish to undertake, in and/or around the GBRR and that may impact upon the GBRR, the World Heritage area, GBRMP users or Defence and Defence personnel;
- b. Assist the continual improvement of environmental management of Defence activities in the Marine Park using research and GBRMPA management information in Defence planning processes;
- c. Identify opportunities for research collaboration between both organisations; and
- d. Establish one annual face-to-face meeting per year between Defence and GBRMPA personnel, and additional meetings or updates as required.

2. Meetings and Annual Fora

Defence is represented at the local level at several sites adjacent to the GBRMP, providing opportunities for regular, day-to-day consultation. It should be noted that nothing in this Memorandum of Understanding should be taken to preclude consultation or communication at the local level.

Both organisations recognise that issues of national or regional significance may arise that require formal coordination and consultation. This Memorandum of Understanding proposes that a face-to-face meeting of officials occur at least once per year to provide a forum to discuss issues relating to the activities of both agencies. In addition, meetings/updates should also occur as required.

Matters for discussion at meetings may include, amongst others:

- a. Reporting on Defence activities that have, or are planned to take place in, or otherwise affect the GBRMP;
- b. Plans for consultation on any relevant Defence environmental management planning documents;
- c. Participation in joint risk assessments when activities are being planned in the GBRMP;
- d. Reporting on GBRMPA operations which may impact Defence activities;
- e. Discussion and prioritisation of opportunities to cooperate on research and monitoring;
- f. Communication;
- g. Resources and project funding;
- h. Staff interchange and training; and
- i. Emergency response procedures.

For Defence, the attendees will include the officers or their functional successors performing the duties of, or representatives of:

- a. Assistant Secretary Environment and Engineering Branch; and
- b. Director, Environmental Protection and Assessment.

For the GBRMPA, the attendees will include the officers or their functional successors performing the duties of, or representatives of:

- a. General Manager, Reef Protection;
- b. Director Environmental Assessment and Protection;
- c. Assistant Director, Assessments and Permissions; and
- d. Representatives of Environmental Assessment and Protection section

The representatives listed at both **b)** and **d)** above will be the principal points of contact for day to day, operational and media matters. The representatives listed at both **a)** and **c)**

above will be the principal points of contact for any matters requiring high-level communication between Defence and the GBRMPA.

Subject to the technical issues to be addressed at each meeting, Defence attendees at **a)** and **b)** will also invite representatives of Estate and Infrastructure Group Regional offices and/or representatives from the service elements of the Australian Defence Force as appropriate.

3. Strategic Planning

The parties to this Memorandum of Understanding will take into consideration the issues raised in the annual forum when developing and reviewing Strategic Environmental Assessments, strategic plans or policies for the environmental management of Defence and/or GBRMPA activities in the GBRMP.

Both Defence and GBRMPA will work in a partnership approach for protecting the biodiversity, heritage and environmental values of the Great Barrier Reef Region, through the implementation of actions and commitments in the Reef 2050 Long-Term Sustainability Plan.

4. Individual Agency Commitments

With regard to specific Defence commitments, Defence agrees to:

- a. Comply with the provisions of the *Environment Protection and Biodiversity Conservation Act (EPBC) 1999*, the Regulations made under the EPBC Act, the *Great Barrier Reef Marine Park Act 1975*, the GBRMPA Zoning and Management Plans in operation under the GBRMP Act, and the Regulations made under the Act;
- b. Consult with GBRMPA when developing environmental management plans, policies and procedures for actions that may affect the environmental, heritage, cultural or social values of the GBRMP, or restrict the reasonable use by the public of the GBRR;
- c. Comply with the current *Strategic Environmental Assessment of Defence Activities in the Great Barrier Reef World Heritage Area* (February 2014) and any updated versions of the Strategic Environmental Assessment;
- d. Provide access to Defence facilities for the conduct of environmental or heritage management tasks, for example, for cooperative programs for Commonwealth Islands, threatened species, marine pest management, feral animal or weed control, subject to advanced notice and the usual security and Defence operational requirements; and
- e. When required, Defence will review documentation relating to environmental management of the GBRR and provide input from Defence's perspective, in particular Great Barrier Reef Outlook Reports.

With regard to specific GBRMPA commitments, GBRMPA agrees to:

- a. Where relevant, consider and involve Defence in its environmental decision making process;
- b. Consult with Defence when developing environmental management plans, policies and procedures for actions that may affect: Defence use of the GBRMP; the environmental, heritage, cultural or social values of Defence property; or have an effect on Defence personnel in the conduct of their work; and
- c. Consult with Defence for any planned activity, which will have an impact on Defence operations or training.

5. Defence and GBRMPA Joint Commitments

- a. Defence and GBRMPA personnel will meet at least once per year to ensure that effective communications on Marine Park environmental management and Defence activities impacting the Marine Park and/or its users are continued. Each party will be responsible for their own costs in attendance at annual meetings.

- b. Defence and GBRMPA will continue to identify, communicate and collaborate on areas of potential research relating to the improvement of environmental management of Defence activities in the GBRMP. Opportunities for temporary exchanges of agency personnel and site visits should also be explored by both agencies to facilitate this outcome.
- c. Defence and GBRMPA will review this Memorandum of Understanding every two years Management Agreement (if needed) and renew it every four years, as required.
- d. The Outlook Report 2014 identified climate change and water quality as the greatest risks to the Great Barrier Reef. GBRMPA and Defence will keep each other briefed on monitoring the impacts of climate change and water quality on the Great Barrier Reef. Both Defence and GBRMPA will reduce the climate footprint of their operations where possible. Defence will consider as part of a broader Defence initiative the potential use of alternative fuels when operating in the GBRWHA.
- e. Defence will work with GBRMPA on a communication strategy to ensure that a clear protocol for the communication of key environmental management initiatives of the GBRMP is relayed to major stakeholders.

6. Research and Monitoring

Defence and GBRMPA recognise that there are opportunities to cooperate in facilitating research relevant to environmental management of the estates of both organisations. The annual meeting will have a standing agenda item that canvasses opportunities to cooperate on applied scientific research and/or exchange information regarding issues that either organisation thinks may be important for the effective management of the GBRMP or Defence managed areas. Examples include cooperation on surveys to detect the potential for marine pest incursions, environmental baseline studies, performance indicators associated with major military exercises, impacts of noise, waste discharge, and fauna interactions with Defence activities.

7. Environmental Performance

Managing and reporting on environmental performance can lead to significant benefits to the core businesses of both Defence and the GBRMPA as well as benefits for the environment. Agencies can benefit from improved reputation amongst their stakeholders by reporting on relevant environmental issues in a clear and transparent way.

The annual forum will be used to discuss the effectiveness of this Memorandum of Understanding, the arrangements made under it and opportunities for continual improvement.

8. Communication and Consultation

Defence and GBRMPA commit to informing each other about matters of day-to-day importance that may be of interest to the other party. Examples could include reporting and advising about incidents that may have environmental impacts, impacts on Marine Park users, potential or actual disruption to Defence activities or activities that may be of media interest.

Defence is responsible for clearing all Defence media releases involving its activities. In situations that require comment about incidents relating to the GBRMP. Defence will ensure that GBRMPA is consulted prior to the release of any media material and that Defence does not comment on any issues relating to GBRMPA portfolio or policies without GBRMPA's prior approval.

GBRMPA is responsible for providing comment on GBRR issues. In situations or matters that relate to or impact on the activities of Defence, GBRMPA will liaise with Defence to

ensure that the policies or practices of Defence are correctly reflected in those situations or matters.

Where it is intended that the information relating to the joint activities of GBRMPA and Defence be released to the media, both agencies will agree jointly to the nature and content of that release and all such releases will reflect the contribution made by each agency.

Defence and GBRMPA commit to consult at all stages of the development of planning documents such as environmental management plans, zoning or other GBRMP statutory plans, regulations and/or other management controls.

9. Terms of Agreement and Amendments to Agreement

This Memorandum of Understanding is voluntary and non legally binding. The Memorandum of Understanding will have a life of four years, at which time it will be reviewed and renewed by agreement between the parties. Any party to the Memorandum of Understanding may elect to exit from the Memorandum of Understanding or identified Activity Schedules if it ceases to meet their requirements by giving three months' notice to the other party. Prior to the termination, dispute resolution processes will be used to try and resolve any issues with the aim to preserve the Memorandum of Understanding. These processes will involve discussion between the Director, Environmental Protection and Assessment (Defence) and the Director, Environmental Assessment and Protection (GBRMPA) in the first instance. Should the matter remain unresolved after five business days, the issue will be escalated to the Assistant Secretary Environment and Engineering Branch (Defence) and the General Manager, Biodiversity Conservation and Sustainable Use (GBRMPA) for resolution.

If either GBRMPA or Defence identify a need to amend the Memorandum of Understanding a notice in writing shall be provided to the other party with the proposed amendment.

GBRMPA and Defence may agree to provide the other Funding to complete a particular activity under this Memorandum of Understanding, the party making the offer of Funding will send a Letter of Offer to the Recipient which will be substantially in the form set out at Attachment 1 of this Memorandum of Understanding (Letter of Offer).

The details of the Activity to be funded will be set out in an Activity Schedule and will be attached to the Letter of Offer. Each Activity Schedule will be in substantially the same form as set out at Attachment 2 of this Memorandum of Understanding (Activity Schedule).

The Activity Schedule will come into force on the date it is signed by both parties.

Each Activity Schedule will be identified separately and will form a separate agreement between the parties on the terms stated in this Memorandum of Understanding, the Letter of Offer and the Activity Schedule.

Each Activity Schedule in force between the parties immediately before the date of the Memorandum of Understanding's expiration or termination shall continue in force, according to its terms, after the Memorandum of Understanding's expiration or termination.

10. Payment of Funding

Each payment of funds is subject to:

- a) the Recipient having met the conditions of payment to the satisfaction of the party providing the funding;

- b) the Recipient having provided all reports that were due on or prior to the payment date; and
- c) where a taxable supply is made, the Recipient having provided a correct and complete tax invoice to the party providing the funding, or where no taxable supply is made, the Recipient providing an invoice to the party providing the funding.

Any invoices will be addressed in the manner specified for each payment in each Activity Schedule.

11. Management of Funding

The Recipient will keep financial records relating to each Activity so as to enable all receipts and payments related to each Activity to be identified and reported in accordance with this Memorandum of Understanding.

If, at any time before the period the Memorandum of Understanding is in force, the party providing the funding determines that:

- a) the Recipient has an amount of funding that it has not spent or legally committed for expenditure in accordance with the relevant Activity Schedule; or
- b) Funding has not been spent in accordance with the relevant Activity Schedule.

then at the discretion of the party providing the funding the Recipient agrees to refund this amount. This amount must be refunded within 20 Business Days of a notice from the party providing the funding and dealt with as notified, or the party providing the funding may reduce further payment of Funding to the Recipient by up to this amount.

If at the completion of an Activity the receiving party has remaining Funding (which does not include any Funding legally committed for expenditure in accordance with the relevant Activity Schedule and fall for payment thereafter) and wishes to retain that Funding, the Recipient agrees to seek written consent to retain the Funding and use it for purposes agreed by the party providing the funding.

If party providing the funding does not agree to the Recipient retaining the Funding under the above clause, the Recipient agrees to return the Funding to the party that provided the funding within 20 Business Days of the notice requiring the Recipient to return the Funding.

12. Reporting

The Recipient must provide the following reports to the party that provided the funding in relation to each Activity or group of Activities under an Activity Schedule:

- a. Progress Reports;
- b. Financial Reports;
- c. Final Report; and
- d. Other Reports.

Financial Reports will include financial statements that must be prepared as agreed in addition to an Annual acquittal.

Financial acquittal will be prepared on the template provided by the party providing the funding and signed and counter signed by the nominated level of responsibility.

13. Provision of Reports

The Recipient must provide the Reports when requested to do so by the party providing the funding. The party providing the funding will provide templates for reporting (Progress, Financial, Final and Other Reports). The Recipient must provide a Report within 30 days of the request by the party providing the funding.

14. Interpretation

In this Memorandum of Understanding, unless the context indicates otherwise:

- Activity Material** means any Material:
- a. created for the purpose of this Memorandum of Understanding or under an attached Project Schedule;
 - b. provided or required to be provided a party under this Memorandum of Understanding or under an attached Activity Schedule; or
 - c. derived at any time from the Material referred to in paragraphs a or b;
- Activity Schedule** means the document attached to or enclosed with this Memorandum of Understanding.
- Budget** refers to a budget for expenditure of the Funding, the Recipient Contributions and Other Contributions for the purposes of conducting an Activity identified in an Activity Schedule or performing obligations under this Memorandum of Understanding or under an attached an Activity Schedule, as stipulated in Item 4 of an Activity Schedule;
- Funding or Funds** means the amount or amounts (in cash or kind) payable by the party providing the funding under this Memorandum of Understanding as specified in Item 3 of each an Activity Schedule, and includes Activity Generated Income;
- GST** has the meaning that it has in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- Object** means the object or objects of the Activity in Item 2 of an Activity Schedule;
- Recipient** means the party receiving the Funding specified in Item 3 of the Activity Schedule

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Simon Banks
General Manager
Reef Protection Branch
Great Barrier Reef Marine Park Authority
Date:

.....
Alison Clifton
Assistant Secretary
Environment and Engineering Branch
Department of Defence
Date:



Australian Government
Department of Defence



Australian Government
Great Barrier Reef
Marine Park Authority

[insert address]

Dear

Letter of Offer of funding for [insert activity]

I am pleased to advise you that funding of \$[xx] (GST exclusive) has been approved to assist the [name of party receiving the funding] (Recipient) to undertake the Activities in the attached Activity Schedule.

Please note that this offer of funding for the Activity is made under the Memorandum of Understanding entered between **the Department of Defence and the Great Barrier Reef Marine Park Authority** on 1 August 2016.

Steps you need to take to accept this funding offer:

- e. Read and sign both copies of the attached Activity Schedule; and
- f. Return both signed copies of the signed Activity Schedule to the Department within 20 business days of receipt of the Letter of Offer.

Once the unchanged and signed copies of the Activity Schedule are received by the [name of party] we will sign both copies and return one copy to the Recipient for its records.

If we do not receive the signed copies of the Activity Schedule within 20 business days, or such longer period as we may allow, the offer to fund the Activity will lapse.

If you have any questions or concern about this offer, please contact [name and contact details] as soon as possible.

Yours sincerely

1. Parties

- 1.1. This Activity Schedule is between the following parties:
- a. The Commonwealth of Australian as represented by the Department of Defence ABN 68 706 814 312 and
 - b. The Commonwealth of Australia as represented by the Great Barrier Reef Marine Park Authority (GBRMPA) ABN 12 949 356 885.
- 1.2. The Parties agree that this Activity Schedule contains the terms and conditions specific to the Activity described in Item 2 and together with the provisions set out in the Memorandum of Understanding form the agreement that governs this Activity.

2. Activity

- 2.1. The Activity Period commences on the Date of the Agreement and ends on [insert date].
- 2.2. The Object of the Activity is:
- 2.2.1.

Description of Activities:

- 2.3.
- 2.4. In performing the Activities, the Recipient is required to meet the Milestones by the dates specified in the following table to the satisfaction of [insert party providing the funding].

Milestone	Milestone Description	Due by
1	Execution of Activity Schedule	
2		
3		
4		
5		

The Activities are to be conducted as follows:

2.5

3. Funding and Payment

- 3.1. The total Funding for the Activities is \$[xxx] excluding GST.

3.2. Subject to the Terms of this Activity Schedule, the Funding will be paid as follows:

Payment Number and type	Milestone	GST exclusive amount
1. Initial payment	Signing of the Agreement	
2.		
3.		
4.		
Total		

4. Budget

The Budget for the Project is set out in the table below:

Expenditure Item	Total Cost (GST Excl.)
Total Funding	\$

4.1 Any invoices should be addressed as follows:

Name
Address
Phone
Fax
Email

5. Recipient Contributions

5.1. The Recipient Contributions that the Recipient is required to provide for the Activity are specified on a GST exclusive basis:

[Specify contribution or NIL]

6. Other Contributions

6.1. The Other Contributions that the Recipient is required to obtain for the Activity are specified in the following table on a GST exclusive basis:

[specify contribution or NIL]

7. Intellectual Property

7.1. [insert any applicable licensing arrangements or N/A]

8. Notice

8.1. Department of Defence details for communication regarding this Activity Schedule are as follows:

Name
Address
Phone
Email

8.2. GBRMPA's details for communication regarding this Activity Schedule are as follows:

Name
Address
Phone
Fax
Email

9. Signatures

This Activity Schedule is made on the day of

Signed for and on behalf of the **the Commonwealth of Australia** as represented by **the Department of Defence**

ABN 68 706 814 312 by:

[Name of signatory]

.....
Signature

in the presence of:

[Name of witness]

.....
Signature

Signed for and on behalf of **the Commonwealth of Australia** as represented by the **Great Barrier Reef Marine Park Authority** ABN 12 949 356 885 by:

.....
Signature

[Name of signatory]

in the presence of:

[Name of witness]

.....
Signature