

DEED OF AGREEMENT

- between -

THE COMMONWEALTH OF AUSTRALIA

- and -

THE STATE OF QUEENSLAND

- and -

THE GREAT BARRIER REEF  
MARINE PARK AUTHORITY

K.M. O'Shea,  
Crown Solicitor,  
State Law Building,  
George & Ann Streets,  
BRISBANE.

J014-09K

DEED OF AGREEMENT made

this 10th day of May One  
thousand nine hundred and eighty-eight B E T W E E N  
THE COMMONWEALTH OF AUSTRALIA ("the Commonwealth") of  
the first part, THE STATE OF QUEENSLAND ("the State")  
of the second part A N D THE GREAT BARRIER REEF MARINE  
PARK AUTHORITY ("the Authority") of the third part

W H E R E A S

A. Section 30 of the Great Barrier Reef Marine Park Act 1975 ("the Act") provides that there shall be a Marine Park consisting of such areas in the Great Barrier Reef region as are, for the time being, declared under Section 31 of the Act to be parts of that Marine Park;

B. The Authority was established by the Act with responsibility for management of the Marine Park;

C. The Government of the Commonwealth of Australia and the Government of the State of Queensland and the Authority have separately to this Deed of Agreement entered into arrangements ("the arrangements") for the day to day management of the Marine Park and related areas and for the use of places outside the Marine Park for a purpose relating to the Marine Park which are set out in a document entitled "Basis of Agreement between the Commonwealth and Queensland Governments for Day-to-Day Management Great Barrier Reef Marine Park Capricornia Section" endorsed by parties on 1 August 1980 and an Agreement between the Commonwealth of Australia, the State of Queensland and the Great Barrier Reef Marine Park Authority relating to the management of the Marine Park and executed on even date.

D. The parties hereto desire to make provision for

the use and disposal of moveable and immoveable property acquired or otherwise made available for the purposes of giving effect to the arrangements.

NOW IT IS HEREBY AGREED as follows:

1. (1) When this Deed of Agreement provides for an instrumentality of the State to do or to refrain from doing any act or thing, the State shall take all measures that are necessary to cause that instrumentality to do or refrain from doing that act or thing.

(2) For the purposes of this Agreement, a matter or thing shall be taken to have been funded by a party if that party funded the matter or thing directly, or if the matter or thing was funded by an expenditure from the Day to Day Management Account utilising funds provided to that Account by that party specifically for the purpose of funding that matter or thing.

(3) The value of a fixture shall be determined by subtracting from the market value of the improved land at the relevant time the market value of the land at that time valued as vacant land. In the absence of agreement, market value shall be determined by a valuer nominated by the President of the Queensland Division of the Australian Institute of Valuers, acting as an expert and not as an arbitrator.

(4) This Agreement shall be governed by and construed in accordance with the law for the time being in force in the State of Queensland.

2. (1) Fixtures upon land owned or under the direct control of the State or an instrumentality of the State, the erection or enhancement of which was funded partly or wholly by the Commonwealth or the Authority for the

purposes of the arrangements, shall be used and managed for such purposes to the extent provided for in such arrangements. Provided reasonable notice is given to the State, or to the instrumentality having direct control of any such fixture, any officer, employee or contractor of the Commonwealth or of the Authority shall be permitted to inspect any part of any such fixture at all reasonable times.

(2) The State instrumentality or the State through the State instrumentality shall arrange to routinely maintain such fixtures, subject to the provision of funds from the Day to Day Management Account.

(3) Should the State or instrumentality dispose of, or cease to make available for the purposes of the arrangements, land on which any such fixture is situated then (subject always to any agreement to the contrary) the State shall deposit in the Day to Day Management Account to be credited against the Commonwealth's liability pursuant to the arrangements to contribute to that Account, that fraction of the value of the fixture as at the date of disposal or cessation as is equal to the fraction which, as at the date of the completion of the erection or enhancement, the Commonwealth's contribution to the funding thereof constituted of the value of the fixture as enhanced or erected.

3. (1) Fixtures upon land owned or under the direct control of the Commonwealth or of the Authority, the erection or enhancement of which was funded partly or wholly by the State for the purposes of the arrangements, shall be used and managed for such purposes to the extent provided for in such arrangements. Providing reasonable

notice is given to the Commonwealth or to the Authority as the case may require, any officer, employee or contractor of the State or of an instrumentality of the State shall be permitted to inspect any part of any such fixture at all reasonable times.

(2) The Commonwealth or the Authority as the case requires shall arrange through the State or State instrumentality to routinely maintain such fixtures subject to the provision of funds from the Day to Day Management Account.

(3) Should the Commonwealth or the Authority dispose of, or cease to make available for the purposes of the arrangements, land on which any such fixture is situated then (subject always to any agreement to the contrary) the Commonwealth or the Authority as the case requires shall pay directly to the State that fraction of the value of the fixture as at the date of disposal or cessation as is equal to the fraction which, as at the date of the completion of the erection or enhancement, the State's contribution to the funding thereof constituted of the value of the fixture as erected or enhanced.

4. Moveables funded pursuant to the arrangements shall, subject to the provision of funds from the Day to Day Management Account, be used, managed and administered by the State for the purposes of and in accordance with such arrangements, and in accordance with the further requirements of clause 5 hereof. Where any such moveable is disposed of the amount realized on disposal shall be deposited in the Day to Day Management Account, with half of such amount being credited against the Commonwealth's

liability pursuant to the arrangements to contribute to / that Account, and the other half of such amount being / credited against the State's liability pursuant to the / arrangements to contribute to that Account. /

5. Forthwith upon the termination of the arrangements, then in the absence of any agreement between the Commonwealth and the State which provides to the contrary in which case the terms of that agreement shall prevail -

- (a) the provisions of clauses 2(3) and 3(3) hereof shall no longer apply and accordingly fixtures which immediately prior to the termination of the arrangements were available for use for the purposes of the arrangements may subject to the operation of paragraph (b) be utilised exclusively for the purposes of the State (in the case of fixtures referred to in clause 2(1)) or exclusively for the purposes of the Commonwealth or the Authority as the case may be (in the case of fixtures referred to in clause 3(1)) without any payment or deposit being required to be made by the State to or in respect of the Commonwealth or the Authority, or by the Commonwealth or the Authority to the State;
- (b) If the 20th anniversary of the date of completion of a fixture or of an enhancement to a fixture (provided that enhancement increased the capacity of the fixture by 50% or more) has not been reached at the termination of the arrangements then the State, or the Commonwealth

or the Authority as the case may be, shall continue to make the fixture available to the Commonwealth or the Authority as the case may be, or to the State, for the purposes for which and to the extent to which it was being utilised immediately prior to the termination of the arrangements, until the first to occur of -

(i) the said 20th anniversary; or

(ii) the end of the useful life of the fixture.

Recurrent costs for the operation and essential maintenance of the fixture will be shared in proportion to the number of employees of each of them the State, the Commonwealth and the Authority continuing to utilise the fixture;

- (c) all moveables referred to in Clause 4 shall be disposed of with the State retaining half of the proceeds and paying the other half to the Commonwealth.

6. The following further requirements shall apply in relation to moveables referred to in clause 4 hereof:-

(1) All such moveables shall be administered in accordance with the same standard Queensland Government procedures as are applicable to moveables of the same nature purchased and used purely for State purposes including, but without limiting the generality of the foregoing, procedures with respect to -

(i) purchasing and disposal;

(ii) use of the moveables for other than official purposes;

(iii) registration of and third party insurance in respect of vehicles and vessels;

(iv) maintenance.

(2) The State shall annually furnish to the Authority a report listing all such moveables and the respective locations thereof and detailing acquisitions and disposals or losses occurring since the preceding report relating to such moveables.

7. Nothing in this Agreement shall be taken to prevent the parties hereto from time to time agreeing that -

(a) particular moveables or immoveables, although not funded pursuant to the arrangements, shall to such extent as shall be agreed upon be used for the purposes of the arrangements; or

(b) particular moveables or immoveables, although funded pursuant to the arrangements, shall to such extent as shall be agreed upon be used for the particular purposes of either party or an instrumentality thereof.

8. The State shall keep proper accounts and records of the transactions and affairs of the State and prepare financial statements for submission to both the Commonwealth and Queensland Governments, through the appropriate Ministers as soon as practicable after the end of each financial year. The statements shall be in a form approved by the Minister for Finance of the Commonwealth.

9. Before furnishing the financial statements the State shall submit them to the Auditor-General of Queensland for certification that they are in agreement with the accounts and records of the State. Such certificate shall be in a form agreed upon by the



IN WITNESS WHEREOF the parties hereto have executed this Deed of Agreement as at the date first written above.

Graham Richardson

SIGNED and DELIVERED by GEOFFREY  
HUGH MUNTZ, Minister for Environment,  
Conservation and Tourism of Queensland  
for and on behalf of the Crown in  
right of the State of Queensland  
in the presence of

THE COMMON SEAL of THE GREAT  
BARRIER REEF MARINE PARK  
AUTHORITY was hereunto affixed  
by authority of the Authority  
in the presence of



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