

# **GREAT BARRIER REEF INTERGOVERNMENTAL AGREEMENT**

**An agreement between:**

- **The Commonwealth of Australia; and**
- **The State of Queensland**

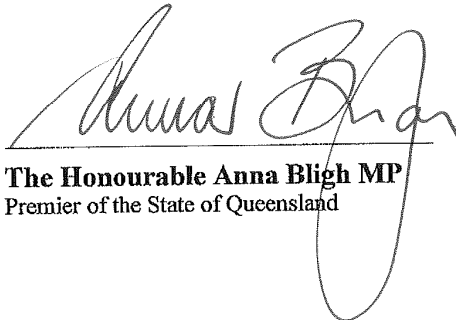
**relating to the protection and management of the Great Barrier Reef**

*Signed for and on behalf of the  
Commonwealth of Australia by*



**The Honourable Kevin Rudd MP**  
Prime Minister of the Commonwealth of Australia

*Signed for and on behalf of the  
State of Queensland by*



**The Honourable Anna Bligh MP**  
Premier of the State of Queensland

## **PREAMBLE**

The Commonwealth and Queensland Governments have long demonstrated their commitment to working together collaboratively for the long-term protection and conservation of the Great Barrier Reef ecosystem, to ensure it is preserved as an important feature of the nation's and the world's heritage. The Emerald Agreement formalised this cooperative approach in 1979 and a series of collaborative arrangements has evolved over time. The Commonwealth and Queensland governments have agreed to update these arrangements, recognising the challenges of protecting the Great Barrier Reef into the future arising from pressures from the land and marine environments and the impacts of climate change. This agreement establishes these new arrangements, clearly articulating objectives, respective functions and accountabilities.

### **The Great Barrier Reef and its World Heritage Values**

The Great Barrier Reef is the world's largest coral reef ecosystem and an Australian and international icon. The diverse range of habitat types and extraordinary biodiversity make the Great Barrier Reef one of the richest, most complex natural systems on earth. The area has significant environmental as well as social, economic and cultural values and plays an important role in the local, regional and national economies.

The Great Barrier Reef comprises a complex network of bioregions that interconnect with the adjacent onshore coastal and catchment ecosystems. These transcend jurisdictional boundaries and encompass overlapping areas of responsibility. Moreover, many of the major pressures on the Great Barrier Reef ecosystem are from outside the marine environment and encompass social and economic considerations on the land.

The Great Barrier Reef was internationally recognised in 1981 with inscription on the World Heritage List, under the Convention Concerning the Protection of the World Cultural and Natural Heritage (the World Heritage Convention), as:

- containing superlative natural phenomena
- an outstanding example representing major stages of the earth's history, including significant landforms and physiographic features
- an outstanding example of significant on-going ecological and biological processes in the evolution of marine and coastal ecosystems
- containing the most important natural habitats for in-situ conservation of biological diversity, including threatened species.

As a party to the World Heritage Convention, Australia has a duty to protect, conserve and transmit the Great Barrier Reef World Heritage Area to future generations and must do all it can to this end, to the utmost of its resources (Article 4).

The Great Barrier Reef World Heritage Area covers an area of 348 000 square kilometres and is also included in the National Heritage List established under the *Environment Protection and Biodiversity Conservation Act 1999*.

### **Jurisdictional Framework**

The Commonwealth is responsible for the management of the Great Barrier Reef Marine Park, established under the *Great Barrier Reef Marine Park Act 1975* within the Great Barrier Reef Region. The Great Barrier Reef Marine Park extends over 2 300 kilometres along the Queensland coastline and covers approximately 344 400 square kilometres. The Great Barrier Reef Marine Park generally extends over Queensland State coastal waters to the low-water mark, and, under the 1979 Offshore Constitutional Settlement, vesting of title and powers over these coastal waters is subject to the operation of the *Great Barrier Reef Marine Park Act 1975*.

Queensland is responsible for the management of the Great Barrier Reef Coast Marine Park, covering approximately 63 000 square kilometres, which is established under the *Marine Parks Act 2004* (Qld). This is contiguous with the Great Barrier Reef Marine Park and covers the area between low and high water marks and many waters within the limits of the State of Queensland.

There are around 900 islands and cays within the boundaries of the Great Barrier Reef Marine Park. The majority of the islands fall within the jurisdiction of Queensland and almost half of these are national parks under the *Nature Conservation Act 1992* (Qld). There are around 70 islands that are owned by the Commonwealth and form part of the Marine Park.

The Queensland Great Barrier Reef Coast Marine Park and the Queensland island national parks form part of the Great Barrier Reef World Heritage Area.

Queensland and the Commonwealth both have responsibilities relating to fisheries in the Great Barrier Reef World Heritage Area under the *Fisheries Management Act 1991* (Cwth) the *Fisheries Act 1994* (Qld) and the *Environment Protection and Biodiversity Conservation Act 1999* (Cwlth).

Development and land use activities in coastal and water catchment areas adjacent to the Great Barrier Reef World Heritage Area are an important influence on the World Heritage values of the Area.

The Queensland Government is responsible for natural resource management and land use planning of the islands, coast and hinterland adjacent to the Great Barrier Reef World Heritage Area including through the *Integrated Planning Act 1997* and the *Coastal Protection and Management Act 1995*. The Commonwealth Government is responsible, under the *Environment Protection and Biodiversity Conservation Act* for regulating activities having or likely to have a significant impact on matters of ‘national environmental significance’ as defined by the Act, and on the environment within Commonwealth land and waters.

The Great Barrier Reef Region, as defined under the *Great Barrier Reef Marine Park Act*, has the same external dimensions as the Great Barrier Reef World Heritage Area, including Queensland State coastal waters up to the low water mark, but excludes islands or parts of islands that form a part of Queensland and waters ‘within the limits’ of Queensland (Schedule A).

## **OBJECTIVES**

The parties agree that the objective of this agreement is to ensure an integrated and collaborative approach by the Commonwealth and Queensland to the management of marine and land environments within and adjacent to the Great Barrier Reef World Heritage Area, so as to:

- provide for the long-term protection and conservation of the environment and biodiversity of the Great Barrier Reef ecosystem, as encompassed by the Great Barrier Reef World Heritage Area, and its transmission in good condition to future generations
- allow ecologically sustainable use of the Great Barrier Reef ecosystem subject to the overarching objective of long-term protection and conservation
- provide for meeting Australia’s international responsibilities for the Great Barrier Reef World Heritage Area under the World Heritage Convention.

In order to achieve these objectives, the Commonwealth and Queensland reaffirm their ongoing commitment to:

- prohibit activities for the exploration and recovery of minerals or petroleum, and any drilling and mining within the Great Barrier Reef World Heritage Area, including for the purposes of depositing materials

- maintain complementarity of relevant Commonwealth and Queensland management arrangements, in particular: marine park legislation and associated regulations; zoning plans and plans of management; planning and development arrangements; environmental assessment and permit requirements; management of fishing activities
- continue a Commonwealth/Queensland Ministerial Council to facilitate implementation and achievement of the objectives of this agreement
- continue a joint program of field management, with shared funding on a 50:50 basis, for the Great Barrier Reef Marine Park and Queensland marine and national parks within the Great Barrier Reef World Heritage Area
- continue joint action to halt and reverse the decline in quality of water entering the Great Barrier Reef
- continue joint action to maximise the resilience of the Great Barrier Reef to climate change
- address significant threats to the health and biodiversity of the Great Barrier Reef ecosystem, including pollution from the land and sea, the impacts of climate change, ecologically unsustainable fishing activities and other resource extraction activities
- periodically review the condition of the Great Barrier Reef ecosystem and any need for further action
- ensure that Indigenous traditional cultural practices continue to be recognised in the conservation and management of the Great Barrier Reef.

## **GUIDING PRINCIPLES**

The Commonwealth and Queensland recognise the following guiding principles, and agree to apply them in implementing this agreement:

- A collaborative and cooperative approach is fundamental to the effective long-term protection, conservation and management of the Great Barrier Reef as this is beyond the power and remit of either jurisdiction
- The precautionary principle will be applied to protecting the environmental, World Heritage and National Heritage values of the Great Barrier Reef

- The marine and land environments within and adjacent to the Great Barrier Reef World Heritage Area will be managed in an integrated manner consistent with ecosystem-based management and the principles of ecologically sustainable use
- Economic growth and the long-term health of the Great Barrier Reef ecosystem are interconnected, and actions or changes in one can impact on the other and must be taken into account, in particular:
  - population growth and economic development increases the demand for resource and recreational use of the Great Barrier Reef
  - land-use activities in the catchment, and urban development can have adverse impacts on the quality of water entering the Great Barrier Reef
  - regulation of activities that exploit marine resources, measures for protection of marine parks, or initiatives to reduce external pressures on the ecosystem can have regional and local social and economic effects, and improve the long term viability of the region
- Trends in the health, use of and risks to the Great Barrier Reef ecosystem will be regularly monitored and reported to ensure decisions are soundly based
- Co-ordinated long-term monitoring and research and the collection and sharing of marine-based biological, physical, social and economic data is fundamental
- Regular, periodic review of the resources necessary for the long-term management of the marine and national parks within the Great Barrier Reef World Heritage Area will be undertaken
- Initiatives should be delivered through a concerted response across all levels of government with shared funding arrangements for joint Commonwealth-State initiatives agreed on a case-by-case basis.

## **GREAT BARRIER REEF MINISTERIAL COUNCIL**

The Ministerial Council will consist of four members:

- The Commonwealth Minister responsible for administering the *Great Barrier Reef Marine Park Act 1975*, who is the Chairperson
- One Commonwealth Minister appointed by the Prime Minister
- Two Queensland Ministers appointed by the Queensland Premier.

Ministers appointed to the Council must have responsibility for matters relating to the environment and marine parks and may include ministers with responsibility for science, tourism and/or natural resource management.

Ministers responsible for mining may not be members of the Council.

## **Role**

The role of the Ministerial Council is a strategic one, to facilitate and oversight the implementation and achievement of the objectives of this agreement. The Council will:

- provide a forum for joint policy development and coordination in relation to issues affecting the protection, conservation, management and use of the Great Barrier Reef ecosystem as encompassed by the Great Barrier Reef World Heritage Area
- periodically consider the condition of the Great Barrier Reef ecosystem and the long-term trends and risks, and provide advice to governments on required policy responses
  - advise the Prime Minister and the Queensland Premier on the five-yearly Great Barrier Reef Outlook Report prepared under the *Great Barrier Reef Marine Park Act 1975*
- ensure an integrated, ecosystem-based approach to management of land and marine environments with a bearing on the management and protection of the Great Barrier Reef ecosystem, including actions to address:
  - the quality of water entering the Great Barrier Reef from the catchments
  - the impacts of climate change
  - the management and regulation of fishing activities
  - the impacts of changes in land use in the coast and catchment areas
  - the impacts of extractive use of resources
  - the management of use within the Great Barrier Reef World Heritage Area
- further the collaboration and coordination of regulatory and management activities applying to the marine and national parks within the Great Barrier Reef World Heritage Area, in particular fishing and island management
- agree approaches for resource allocation, including:
  - periodic consideration of the resources needed for effective field management of the marine parks and island national parks within the Great Barrier Reef World Heritage Area

- funding arrangements for proposals prior to referral to each government for budgetary consideration
- review periodically the operation of the agreement and the extent to which the objectives have been achieved
- undertake other functions as agreed by governments from time to time with respect to this agreement.

## **SCHEDULES TO THIS AGREEMENT**

Schedules may be appended to this agreement from time to time, recording detailed commitments of governments directed at giving effect to this agreement. Commitments detailed in the schedules must be consistent with this agreement. The Ministerial Council may add, remove and amend schedules to this agreement, with the exception of Schedule A.

### **Table of Schedules**

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| A | The Great Barrier Reef Region and World Heritage Area  |
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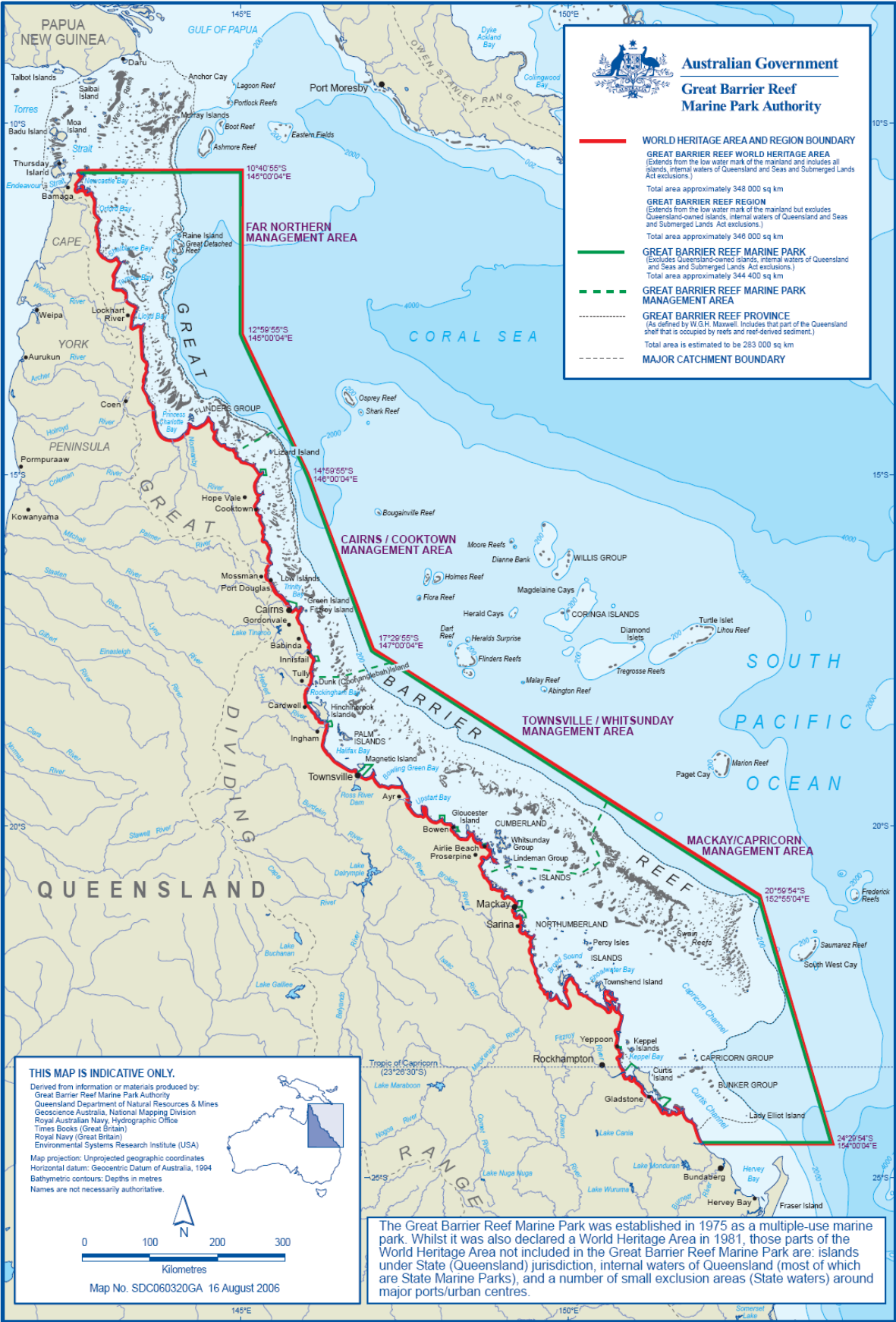


**THE GREAT BARRIER REEF WORLD HERITAGE AREA**

As inscribed on the World Heritage List established by the *Convention Concerning the Protection of the World Cultural and Natural Heritage, 1972*

The area the boundary of which:

- (a) commences at the point that, at low water, is the northernmost extremity of Cape York Peninsula Queensland;
- (b) runs thence easterly along the geodesic to the intersection of parallel of Latitude 10° 41' South with meridian of Longitude 145° 00' East;
- (c) runs thence southerly along that meridian to its intersection by the parallel of Latitude 13°00' South;
- (d) runs thence south-easterly along the geodesic to a point of Latitude 15° 00' South Longitude 146° 00' East;
- (e) runs thence south-easterly along the geodesic to a point of Latitude 17° 30' South Longitude 147° 00' East;
- (f) runs thence south-easterly along the geodesic to a point of Latitude 21° 00' South Longitude 152° 55' East;
- (g) runs thence south-easterly along the geodesic to a point of Latitude 24° 30' South Longitude 154° 00' East;
- (h) runs thence westerly along the parallel of Latitude 24° 30' South to its intersection by the coastline of Queensland at low water; and
- (i) runs thence generally northerly along that coastline at low water to the point of commencement.



## **PROTOCOLS FOR THE OPERATION OF THE GREAT BARRIER REEF MINISTERIAL COUNCIL**

The *Great Barrier Reef Intergovernmental Agreement 2009* made between the Commonwealth of Australia and the State of Queensland provides for the ongoing operation of the Great Barrier Reef Ministerial Council and sets out the purpose, role, functions and membership of the Council.

These protocols deal with the operation of the Ministerial Council and reflect the General Principles and Broad Protocols for the operation of Ministerial Councils agreed to by the Council of Australian Governments (COAG) at its meeting of 25 June 2004.

### **Operation of the Ministerial Council**

The Ministerial Council must meet annually and may meet more often where there is a clearly demonstrated need. Otherwise, out-of-session arrangements should apply.

Meetings should generally be located in capital cities. However, the Ministerial Council may choose to hold meetings in or adjacent to the Great Barrier Reef World Heritage Area when field inspection may assist consideration of the matters to be discussed. Meetings may be held by video conference by agreement.

Where Ministers are unable to attend a meeting, they may, with the approval of the Ministerial Council, nominate a representative to attend on their behalf, including with voting rights. The Ministerial Council may co-opt other Ministers onto the Council, with voting rights, in relation to particular issues. Other Ministers may also attend as observers, with the approval of the Ministerial Council.

Wherever possible, the Chair will give at least six weeks notice of any meeting. The Chair will also invite agenda items at this time.

Final papers will be distributed to Ministers three weeks prior to the scheduled meeting. Additional papers will be considered by agreement.

A quorum for a meeting of the Great Barrier Reef Ministerial Council shall be one member from each of the Commonwealth and Queensland governments.

Decisions of the Ministerial Council are made by unanimous agreement.

### **Reporting**

The outcome of each meeting will comprise a Record of Decisions for the information of Ministers and officials. The Ministerial Council may issue information statements/press releases, from time to time, which are authorised by the Council and which summarise decisions.

The Ministerial Council will report annually to the Prime Minister and the Premier of Queensland on the operation of the Ministerial Council, with a substantive assessment on the implementation of the Great Barrier Reef Intergovernmental Agreement (IGA) every five years.

### **Documentation / Confidentiality**

All documents prepared for the Ministerial Council, including drafts, Working Group documents, agendas, papers, outcome documents and reports are to be treated as confidential and not made publicly available unless the Ministerial Council decides otherwise for specific papers or disclosure is required by law.

### **Standing Committee of Officials**

The Ministerial Council will be supported by a Standing Committee comprising senior officials from the departments of members of the Ministerial Council, as well as from the Great Barrier Reef Marine Park Authority and Queensland Department of the Premier and Cabinet. The Standing Committee will be chaired by an official from the Department of the chair of Ministerial Council.

Senior officials of other Commonwealth and Queensland departments and agencies may be co-opted onto the Standing Committee from time to time by agreement of Standing Committee members.

The role of the Standing Committee is to assist and advise the Council in the performance of its functions and the exercise of its powers, in particular to:

- identify and assess strategic matters requiring joint policy development or coordination, relating to the long-term protection of the Great Barrier Reef ecosystem and the management of the Great Barrier Reef World Heritage Area marine parks and island national parks and provide advice to the Ministerial Council on any actions required
- provide advice to the Ministerial Council on the Great Barrier Reef Outlook Report prepared under the *Great Barrier Reef Marine Park Act 1975*
- provide advice to the Ministerial Council on Joint Field Management Program reports
- be responsible for advice to the Ministerial Council on the implementation of agreed actions to halt and reverse the decline in quality of water entering the Great Barrier Reef
- implement decisions of the Ministerial Council as are assigned to it by the Ministerial Council
- track, and report to the Ministerial Council on implementation of the Ministerial Council's decisions
- provide advice every five years to the Ministerial Council on the implementation of the *Great Barrier Reef Intergovernmental Agreement 2009*.

The Standing Committee will consider and provide direction to the Secretariat on the agenda and papers for the Ministerial Council meetings. The Standing Committee will convene as required to perform its functions.

The Standing Committee may establish Working Groups as needed for particular tasks. Any Working Group will exist only for the period required to complete and report on clearly articulated matters. Working Groups are to be chaired by a member of the Standing Committee unless otherwise agreed.

**Secretariat**

The Secretariat for the Ministerial Council and Standing Committee will be provided by the portfolio department of the Chair of the Ministerial Council.

The Secretariat is responsible for supporting the Chair, the Ministerial Council and Standing Committee by:

- arranging all matters relating to the business of the Ministerial Council meetings, including venue, time, invitations, and associated activities
- coordinating the preparation and circulation of meeting agenda and papers
- maintaining records of decisions made by the Ministerial Council
- maintaining copies of all agendas, papers, minutes, outcome documents and reports.

The Secretariat will liaise with and provide information to the COAG Secretariat as required on behalf of the Ministerial Council. This includes provision of a record of decisions and an annual report. All correspondence for the Ministerial Council and the Standing Committee should be directed to the Secretariat for the Ministerial Council.

The Secretariat will also support the Standing Committee and any Working Groups that may from time to time be formed.

Secretariat contact details:

Great Barrier Reef Ministerial Council Secretariat  
Department of the Environment, Water, Heritage and the Arts  
GPO Box 787 Canberra ACT 2601  
GBRMCsecretariat@environment.gov.au

**JOINT FIELD MANAGEMENT PROGRAM FOR  
THE GREAT BARRIER REEF MARINE PARK AND  
QUEENSLAND NATIONAL AND MARINE PARKS WITHIN  
THE GREAT BARRIER REEF WORLD HERITAGE AREA**

An agreement between

The Commonwealth of Australia

and

The State of Queensland

## PREAMBLE

The *Great Barrier Reef Intergovernmental Agreement 2009* (the *Intergovernmental Agreement*) records the commitment of the Commonwealth and Queensland governments to the integrated and collaborative management of marine and land environments with the aim of maintaining ecological processes, biodiversity and functioning biological communities of the Great Barrier Reef ecosystem and its transmission in good health to future generations.

As a key means of achieving this objective, the Intergovernmental Agreement provides for the continuance of a joint Commonwealth and Queensland government program of field management, with shared funding on a 50:50 basis, for the Great Barrier Reef Marine Park and Queensland marine and national parks within the Great Barrier Reef World Heritage Area.

This agreement sets out arrangements for the continued development, funding and administration of an ongoing Joint Field Management Program in accordance with the Intergovernmental Agreement and the *Great Barrier Reef Marine Park Act 1975* (Cth), and for the delivery of the program by Queensland agencies, the Great Barrier Reef Marine Park Authority (the Authority) and other Commonwealth agencies.

The Authority is responsible for the administration of the joint funding provided by the parties under this agreement through the Great Barrier Reef Field Management Special Account (Special Account) established by the *Great Barrier Reef Marine Park Act 1975*.

The co-operative approach to day-to-day management by the Commonwealth and Queensland governments has evolved through a series of agreements since 1979. This agreement updates these arrangements and in so doing replaces the:

- Basis of Agreement between the Commonwealth and Queensland Governments for Day-to-Day Management of the Great Barrier Reef Marine Park Capricornia Section, endorsed by the Ministerial Council for the Great Barrier Reef on 1 August 1980.
- The agreement relating to day-to-day management made between the Commonwealth and Queensland governments, with the Great Barrier Reef Marine Park Authority as an additional party, on 10 May 1988 (generally referred to as the Main Agreement).

This agreement is not intended to create legal relations between the parties, with the exception of the Deed of Agreement made between the Commonwealth and Queensland governments and the Authority on 10 May 1988 at Attachment A to this Schedule. The parties agree that this Deed needs to be reviewed and undertake to do so within 12 months of the execution of this agreement.

This agreement will commence progressively over a period of 12 months from the date it is executed by the parties.

## 1. Joint Field Management Program

The Commonwealth and Queensland governments agree to cooperatively plan, fund and deliver an integrated, strategically planned and co-ordinated program of field management of marine and national parks within the Great Barrier Reef World Heritage Area.

The Joint Field Management Program will relate only to activities and investments within or for the purposes of, the Great Barrier Reef Marine Park (including Commonwealth Islands), and Queensland marine and national parks (or parts thereof) that are within the Great Barrier

Reef World Heritage Area, unless otherwise agreed. This may include where activities overlap both World Heritage Area and adjacent state waters.

The Joint Field Management Program may cover annual operational expenses, salaries, maintenance and replacement of capital equipment, and minor capital investment required to implement the Program, as set out in the Field Management Business Strategy, associated plans and budgets.

The Commonwealth and Queensland governments agree to provide ongoing base funding (recurrent and capital) for this Joint Field Management Program shared on a 50:50 basis. The contributions by both parties under this agreement will be administered by the Authority through the Special Account established under the *Great Barrier Reef Marine Park Act 1975*.

The Joint Field Management Program operational activities will be delivered through the Authority, Queensland government agencies, and other Commonwealth agencies or providers. Joint oversight of the Program will be through the Field Management Strategy Group established for this purpose.

Each agency is responsible, separately to the Joint Field Management Program, for planning, policy development, administration and permit assessment activities related to its own legislation. Notwithstanding this, joint permit and planning activities may be covered by the Joint Field Management Program, as set out in Field Management Business Strategies, associated plans and budgets.

The Joint Field Management Program will be directed at achieving the following outcomes for the Great Barrier Reef Marine Park and Queensland marine and national parks within the Great Barrier Reef World Heritage Area:

- Protection and conservation of the natural and cultural resources.
- Protection of key vulnerable species, their habitats and ecosystems.
- Effective compliance with relevant Commonwealth and Queensland laws related to protection and management of the environmental and cultural values, including through education and understanding.
- Effective permitting systems and associated operational policies under relevant Commonwealth and Queensland laws related to protection and management of the environmental and cultural values.
- Ecologically sustainable public use.
- Understanding and enjoyment of Great Barrier Reef World Heritage Area natural and cultural resources and values by the public.
- Effective engagement of Traditional Owners in management.
- Increasing the effectiveness of the program and the efficient use of resources through the use of technology, analysis of data and the monitoring of trends, including for scientific, biological, recreational and commercial matters.
- Capacity to respond to environmental incidents, including through coordinated clean up and rehabilitation programs.

## 2. Field Management Strategy Group

The Field Management Strategy Group will be responsible for:

- oversight and implementation of the Joint Field Management Program;
- advising the Authority and the Queensland Department of the Premier and Cabinet on the operation of the Joint Field Management Program; and



- preparation of the five-year Field Management Business Strategy, associated plans and budgets.

The Field Management Strategy Group will be jointly chaired by a Senior Executive from the Authority and the Queensland Department of the Premier and Cabinet.

The Field Management Strategy Group will comprise relevant Senior Executives from the Authority, the Queensland Department of the Premier and Cabinet and the Queensland Department of Environment and Resource Management, and as agreed by the joint Chairs, senior managers with direct responsibility for field management activities of marine and national parks within the Great Barrier Reef World Heritage Area.

The functions of the Field Management Strategy Group will be:

- developing the planning, budget, financial and performance reporting documents for the Joint Field Management Program, including:
  - the five year Field Management Business Strategy;
  - associated plans and budgets; and
  - an Annual Report.
- monitoring and adjusting the delivery of the Joint Field Management Program as required to meet agreed priorities;
- undertaking a comprehensive review of the field management arrangements, delivery and performance of the program every five years;
- periodically prepare a major capital investment plan for consideration by the Great Barrier Reef Ministerial Council as part of the five-yearly periodic review of the program. The major capital investment plan will include replacement or addition of large vessels and other high cost capital items;
- providing a forum to coordinate resolution of issues of significance to the Joint Field Management Program; and
- establishing working groups as required to support the implementation of this agreement and the administration and delivery of the Joint Field Management Program.

### **3. Field Management Business Strategy**

The Field Management Business Strategy will cover a five-year rolling period and be directed at achieving the outcomes of the Joint Field Management Program specified in this agreement and will comprise the Joint Field Management Program priorities, high level strategies and outcomes for the whole of the five year period, a brief summary of forward budgets figures for the next five years, and performance indicators for monitoring, evaluating and reporting on the Joint Field Management Program over this period.

### **4. Annual Business Plan**

The Annual Business Plan will convey operational strategies, outputs and activities for the forthcoming year, details of the proposed expenditure, information on the agencies and operational units that will be responsible for delivering the Joint Field Management Program and the tasks assigned to each.

## **5. Approval of the Field Management Business Strategy and associated plans and budgets**

The Field Management Business Strategy and Annual Business Plan provides the basis for the allocation and distribution of funds by the Authority and the Queensland Department of the Premier and Cabinet under the Joint Field Management Program.

The Field Management Business Strategy and Annual Business Plans will be approved by the Chairperson<sup>1</sup> of the Authority and the Director-General of the Department of the Premier and Cabinet.

## **6. Annual Report**

An Annual Report on the implementation of the Annual Business Plan will be provided to the Authority and the Queensland Department of the Premier and Cabinet as soon as practicable after the end of the financial year and will include:

- reporting against the performance indicators set out in the Field Management Business Strategy and associated plans;
- a statement of expenditure and operational activities/inputs applied under the Joint Field Management Program for that year, with reference to the Annual Business Plan;
- an identification of capital expenditure and assets held;
- identification of any emerging issues that may require consideration in updating the Business Strategy; and
- any other requirements as set out in guidelines that have been developed for this purpose.

## **7. Annual Summary Report on the Joint Field Management Program**

An Annual Summary Report on the implementation of this agreement will be prepared by the Authority in conjunction with the Queensland Department of Premier and Cabinet and provided to the Great Barrier Reef Ministerial Council. The report will include operational and capital expenditure and an assessment of performance in the delivery of the outcomes of the Joint Field Management Program.

## **8. Periodic Review Report**

The Intergovernmental Agreement provides that a function of the Great Barrier Reef Ministerial Council is to periodically consider the resources needed for effective field management of the marine and national parks within the Great Barrier Reef World Heritage Area.

Every five years, or a shorter period if agreed, the Authority, in conjunction with the Queensland Department of the Premier and Cabinet, will provide a report and advice to the Great Barrier Reef Ministerial Council on the outcomes of the Field Management Program encompassing:

- the comprehensive review undertaken by the Field Management Strategy Group;
- an evaluation of performance of the Joint Field Management Program against the specified outcomes; and

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<sup>1</sup> The Chairperson for the Authority is also the Chief Executive Officer for the purposes of the *Financial Management and Accountability Act 1997*.

- advice on the resources, investments and arrangements needed for effective and efficient field management of the marine and national parks within the Great Barrier Reef World Heritage Area for the following five years and in the longer term.

## **9. Delivery of the Joint Field Management Program**

Field management operations under the Joint Field Management Program will be assigned to Commonwealth and Queensland agencies and other providers as determined by the Field Management Strategy Group, in accordance with the Field Management Business Strategy and Annual Business Plan.

Operations and investments undertaken pursuant to the Joint Field Management Program will be carried out in accordance with:

- this agreement and the relevant Field Management Business Strategy and its associated policies, intents and priorities;
- the *Great Barrier Reef Marine Park Act 1975 (Cth)*, *Marine Parks Act 2004 (Qld)* and *Nature Conservation Act 1992 (Qld)*, *Financial Management and Accountability Act 1997 (Cth)* and other relevant Commonwealth and State legislation; and
- management guidelines, business rules and other arrangements developed by the Field Management Strategy Group.

## **10. Base Funding**

The parties agree to provide ongoing base funding (recurrent and capital) on a 50:50 basis, with the contribution considered as matching over a five year period.

The parties are separately responsible for appropriation by the Commonwealth and Queensland Parliaments of the base funding for the Joint Field Management Program as agreed under the Field Management Business Strategy, and will take reasonable steps to secure this funding.

The distribution of base funding in any given year is in accordance with the Annual Business Plan.

Base funding will be indexed to the Consumer Price Index (CPI) or other price parameter index agreed by the parties.

A periodic review of base funding will be considered by the Great Barrier Reef Ministerial Council on a five-yearly basis, or a shorter period if agreed by the Ministerial Council. The first review is to be completed in 2009. The parties may agree to vary base funding following this review.

Following the periodic review by the Great Barrier Reef Ministerial Council the base funding may be subject to periodic supplementation, to address changing operational needs and provide for major capital investments such as vessel replacement or upgrade or construction of facilities.

## **11. Discretionary additional funding contributions**

Either party may contribute funds to the Joint Field Management Program for a particular year or years in addition to its share of the agreed base operational and/or capital funding and these

will be expended in accordance with the Field Management Business Strategy. This does not oblige the other party to match the additional funds.

Either party may undertake actions and make capital investments related to field management of marine and national parks within their jurisdiction separate to the Joint Field Management Program. Such additional activities and investments should seek to complement the Joint Field Management Program.

## **12. In-kind contributions**

The Joint Field Management Program in the Great Barrier Reef World Heritage Area will be supported through in-kind contributions from a range of Commonwealth and Queensland government agencies who undertake field management and compliance activities to address their own areas of responsibility. The planning and delivery of the Joint Field Management Program will be coordinated with those agencies to ensure the most cost efficient and effective delivery of services.

## **13. Revenue derived through the Joint Field Management Program**

Revenues collected in accordance with the *Great Barrier Reef Marine Park Act 1975* and Regulations in the course of activities undertaken pursuant to the Joint Field Management Program will be paid to the Authority and do not form a part of Joint Field Management Program funds.

Revenues collected in accordance with the Queensland Marine Parks Act and Nature Conservation Act in the course of activities undertaken pursuant to the Joint Field Management Program will be paid to the Queensland Government and do not form a part of Joint Field Management Program funds.

All other revenue derived from implementation of the Joint Field Management Program and the use or disposal of the assets and fixtures of the Joint Field Management Program will be treated in accordance with the Deed of Agreement between the parties at Attachment A to this schedule. This provides for the sharing of revenue derived from implementation of the Joint Field Management Program and the use or disposal of the assets and fixtures of the Joint Field Management Program.

## **14. Funds not spent in relevant Financial Year**

Funds allocated to the Joint Field Management Program in a particular financial year that are not spent in that year must be made available for reallocation within the Joint Field Management Program and will be carried forward to the following financial year(s).

## **15. Administration of money and assets**

The base funding contributions by both parties for the Joint Field Management Program will be credited to the Special Account established under the *Great Barrier Reef Marine Park Act 1975*. The funds will be expended by the Authority in accordance with the agreed Field Management Business Strategy, which is an agreement made under paragraph 7(1)(cc) of the *Great Barrier Reef Marine Park Act 1975* for the purposes of Part VII, Division 1 of that Act.

These funds will be provided on an as-needs basis and credited to the Special Account as and when those funds are made available to the Authority.

The Joint Field Management Program funds will be deposited in a bank account established and managed by the Authority in accordance with the requirements of the *Financial Management and Accountability Act 1997* (Cth).

Assets and fixtures acquired or otherwise made available under the Joint Field Management Program will be managed in accordance with the Deed of Agreement at Attachment A to this Schedule.

#### **16. Payments from the Special Account**

Each agency or other provider receiving funding to perform functions under the Joint Field Management Program will enter into a Memorandum of Understanding, service agreement or contract for the provision of those services and functions specifying:

- the outputs and activities to be delivered;
- the funding to be allocated;
- the resources, agencies and operational units responsible for performing specified activities; and
- the performance indicators for monitoring, evaluating and reporting on the delivery of the outputs and activities identified.

Payments to instrumentalities and other providers performing functions and activities under the Joint Field Management Program will be made by the Authority on receipt of an invoice prepared in accordance with the terms of the service-level agreement, Memorandum of Understanding or contract for that agency or other provider.

All money paid directly or indirectly to an agency or other provider pursuant to this agreement must be expended in accordance with this agreement, the relevant Field Management Business Strategy and the relevant service-level agreement, Memorandum of Understanding or contract for that agency or other provider.

Unless otherwise agreed, any money paid to an agency or other provider pursuant to this agreement but not spent in the financial year for which it is provided must be made available to the Authority for reallocation by the Field Management Strategy Group in the following financial year.

#### **17. Reporting and Audit**

Commonwealth and Queensland government instrumentalities receiving payments under the Joint Field Management Program must maintain proper accounts and records of their transactions and affairs.

Expenditure of funds received by the Authority for the Joint Field Management Program will be reported by the Authority in accordance with the requirements of the *Financial Management and Accountability Act 1997* (Cth).

The Queensland Government instrumentalities will prepare financial statements on monies received for submission to the Authority, through the Field Management Strategy Group, as soon as practicable after the end of each financial year.

The financial statements must be in a form approved by the Commonwealth Minister responsible for the *Financial Management and Accountability Act 1997*.

The Queensland Government must submit the financial statements to the Queensland Auditor-General for certification having regard to the Australian Audit Standards and the requirements of this agreement.

### **18. Dispute resolution**

Disputes arising in the implementation of this agreement and the Field Management Business Strategy should, as far as practicable, be determined by the Field Management Strategy Group, with decisions affirmed by the Authority Chairman and the Director-General, Queensland Department of the Premier and Cabinet, or by the Great Barrier Reef Ministerial Council as appropriate.

### **19. Review, Amendment and Revocation of this Agreement**

This agreement may be amended at any time by resolution of the Great Barrier Reef Ministerial Council.

Either party may terminate this agreement by notice in writing to the other party. Unless otherwise agreed, termination does not take effect until one year after notification is received.

**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                      day of                      one thousand nine hundred and eighty eight

BETWEEN

THE COMMONWEALTH OF AUSTRALIA ("the Commonwealth") of the first part, THE STATE OF QUEENSLAND ("the State") of the second part AND THE GREAT BARRIER REEF MARINE PARK AUTHORITY ("the Authority") of the third part.

WHEREAS

- 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 each 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 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 Auditor-General of Queensland.

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

SIGNED and DELIVERED by GRAHAM  
FREDERICK RICHARDSON, The Minister  
of State for the Arts, Sport, The  
Environment, Tourism and  
Territories for and on behalf of  
THE COMMONWEALTH OF AUSTRALIA  
in the presence of

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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

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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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