

AGREEMENT

- between -

THE GOVERNMENT OF THE  
COMMONWEALTH OF AUSTRALIA

- and -

THE GOVERNMENT OF THE STATE  
OF QUEENSLAND

With THE GREAT  
BARRIER REEF MARINE PARK  
AUTHORITY being an additional  
party

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

J024-11K

As set out below, the parties hereto have indicated their assent to the terms of this Agreement as at the date first written above.

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

*Graham Richardson*

SIGNED by GEOFFREY HUGH MUNTZ  
Minister for Environment,  
Conservation and Tourism of  
Queensland for and on behalf of  
THE GOVERNMENT OF THE STATE OF  
QUEENSLAND

*Geoffrey Muntz*

SIGNED by GRAEME GEORGE  
KELLEHER for and on  
behalf of THE GREAT  
BARRIER REEF MARINE PARK  
AUTHORITY as an additional  
party.

*Graeme George Kelleher*

(4) All monies paid directly or indirectly to Queensland pursuant to this Agreement (including the Basis of Agreement) which constitute a grant by way of financial assistance to Queensland shall be non-repayable, and the only conditions attaching to any such grant shall be those contained in this Agreement, the Basis of Agreement, and the Deed of Agreement executed on even date with respect to assets.

Part 5 Miscellaneous

5. The parties acknowledge that this Agreement expresses the respective intentions of the parties as at the execution hereof, but that the Agreement is not intended to create any legal relationship between the parties.

and endorsed by the Ministerial Council from time to time;

and

- (c) all policies and priorities for day to day management that may be established by the Authority in consultation with the Queensland Government instrumentality responsible for the day to day management to the extent that such policies and priorities are not inconsistent with the provisions of the management guidelines, policies and other arrangements referred to in paragraph (b).

#### Part 4 Approved Programmes

4(1) The Commonwealth Government and the Queensland Government shall give consideration to the terms of, and the provision of funds required to carry out, approved programmes.

(2) Neither the Commonwealth Government nor the Queensland Government shall be obliged to give consideration to the provision of funding sought for the implementation of an approved programme in any financial year unless the relevant three year rolling programme was submitted not later than 31st December in the financial year preceding that to which the programme relates.

(3) The Commonwealth Government and the Queensland Government shall consult in relation to the funding for an approved programme as submitted with a view to reaching agreement as to that funding and each Government undertakes to seek from its respective Parliament appropriation of funds as agreed.

out of this Agreement by it and by its Authorities and instrumentalities.

Part 3 Management of the Marine Park

3(1) The day to day management of the Marine Park shall be carried out by such instrumentalities of the State of Queensland as shall be determined from time to time by the Queensland Government following consultation with the Commonwealth Government and with the Authority.

(2) Subject to the provision of funds for the purpose in accordance with sections (c), (d) and (e) of Part III of the Basis of Agreement, the day to day management of the Marine Park and related areas, and the use of places outside the Marine Park for a purpose relating to the Marine Park, shall be carried out in accordance with the Basis of Agreement and three year rolling programmes or annual programmes which shall be generated in accordance with the terms of the Basis of Agreement ("approved programmes"), and for this purpose it is hereby agreed that the Basis of Agreement shall have application in respect of all sections of the Marine Park, subject only to such changes as are necessary due to the extension of its application, and the effluxion of time since it was first brought into operation.

(3) The day to day management of the Marine Park shall additionally be carried out in accordance with-

(a) the Act and the regulations and zoning plans thereunder;

(b) management guidelines, policies and other arrangements as may be laid down or made by the Authority in consultation with Queensland

NOW THE PARTIES HERETO confirm the following arrangements:-

Part 1 Interpretation

1(1) In this Agreement, unless a contrary intention appears -

"financial year" means a period of twelve months commencing on 1 July.

(2) Except where a contrary intention appears, words and expressions used in this Agreement shall have the meanings attributed to them by the Act.

(3) This Agreement shall be construed in conjunction with the Basis of Agreement, a copy of which is set out in the Schedule hereto.

Part 2 Commencement and Operation of Agreement

2(1) This Agreement shall come into force upon its execution by or on behalf of the Commonwealth Government, the Queensland Government and the Authority, but it shall be deemed to have commenced operation on the 1st August, 1980, and acts or things consistent with its provisions that have been done by or on behalf of the Commonwealth Government, the Queensland Government or the Authority on and from that date in anticipation of this Agreement coming into force shall be regarded as having been done under and in accordance with its provisions. Either Government may at any time give to the other Government and the Authority notice of termination of this Agreement, and the termination shall thereupon take effect one year after that notice is given.

(2) Each party to this Agreement shall use its best endeavours to provide for and secure the carrying

would be put in place as agreed upon by the Great Barrier Reef Ministerial Council ("the Ministerial Council") which was established by agreement at that meeting;

F. The Ministerial Council on 1st August, 1980 endorsed a document entitled "Basis of Agreement between the Commonwealth and Queensland Governments for Day to Day Management Great Barrier Reef Marine Park Capricornia Section" ("the Basis of Agreement") as containing the provisions on which the day to day management of the Capricornia Section of the Marine Park would be based;

G. The Ministerial Council has subsequently agreed that the Basis of Agreement should be applied to further sections of the Marine Park;

H. The Commonwealth Government and the Queensland Government now desire to confirm arrangements for the day to day management of the Marine Park, including any Commonwealth owned islands forming part of the Marine Park, by instrumentalities of the State of Queensland and for the provision of funds by both the Commonwealth Government and the Queensland Government for that purpose;

I. The Commonwealth Government and the Queensland Government also desire to confirm arrangements for the provision of funds for the use or management of areas ("related areas"), which may be a Queensland National Park or a Queensland Marine Park, which would or might affect the Marine Park and for the use of places outside the Marine Park for a purpose relating to the Marine Park.

THIS AGREEMENT is made the 10<sup>th</sup> day  
of May One thousand nine hundred and  
eighty-eight B E T W E E N THE GOVERNMENT OF THE  
COMMONWEALTH OF AUSTRALIA ("the Commonwealth  
Government") of the first part and THE GOVERNMENT OF  
THE STATE OF QUEENSLAND ("the Queensland Government")  
of the second part with THE GREAT BARRIER REEF MARINE  
PARK AUTHORITY ("the Authority") being an additional  
party.

W H E R E A S

A. Section 30 of the Great Barrier Reef Marine  
Park Act 1975 ("the Act") of the Commonwealth Parliament  
provides that there shall be a Marine Park known as the  
Great Barrier Reef 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. Certain areas within the Great Barrier Reef  
Region have been so declared to be parts of the Marine  
Park;

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

D. Pursuant to Section 7 of the Act it is a  
function of the Authority to receive and disperse monies  
paid to the Authority by Queensland under an agreement  
between the Commonwealth and Queensland;

E. The Prime Minister of Australia and the Premier  
of Queensland agreed at a meeting between them on 14th  
June, 1979 that Queensland be assigned the role of day  
to day management of the Marine Park subject to the  
Authority and that arrangements for such management