

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE CROWN IN RIGHT OF TASMANIA (as represented by Antarctic
Tasmania)**

AND

**THE SECRETARIAT FOR THE AGREEMENT ON THE CONSERVATION
OF ALBATROSSES AND PETRELS**

**PROVISION OF OFFICE FACILITIES AND SUPPORT FOR THE SECRETARIAT
FOR THE AGREEMENT ON THE CONSERVATION OF ALBATROSSES AND
PETRELS**

PREAMBLE

The Agreement on the Conservation of Albatrosses and Petrels (ACAP) is a multilateral agreement which seeks to achieve and maintain a favourable conservation status for albatrosses and petrels by coordinating international activity to mitigate known threats to albatross and petrel populations. The ACAP has been developed under the auspices of the *Convention on the Conservation of Migratory Species of Wild Animals* (CMS).

There are currently 13 Parties to the ACAP, Australia, Argentina, Brazil, Chile, Ecuador, France, New Zealand, Norway, Peru, South Africa, Spain, Uruguay and the United Kingdom.

The ACAP established the Meeting of the Parties (MoP) as the decision-making body of the ACAP. The MoP normally meets every three years. The Meeting of the Parties established an Advisory Committee ("the Committee") to provide expert advice and information to Parties, the Secretariat and others. The Committee normally meets on an annual basis.

At the first Meeting of Parties (MOP1), a decision was taken to permanently locate the ACAP Secretariat in Hobart, Tasmania, Australia (Resolution 1.1). Australia's offer to host the Secretariat had formal support from the Tasmanian Government which offered to provide office accommodation and other support to the ACAP Secretariat free-of-charge for a period of up to eight years, two years during the operation of the interim Secretariat and a further six years once the Secretariat was permanently established.

An initial memorandum of understanding (MoU) was signed by the Honourable Ms Lara Giddings, MP Minister for Economic Development and Greg Hunt, Australian Government Parliamentary Secretary to Minister for Environment and Heritage, on behalf of the Tasmanian government and the Australian Antarctic Division

respectively, to provide this support for the operation of the interim Secretariat for a two year period. A second MoU for the period ending 31 January 2013 was subsequently signed between Antarctic Tasmania and the ACAP Secretariat.

At the Second Meeting of the Parties (MOP2)¹, agreement was reached between the Parties and the Government of Australia on the adoption of a Headquarters Agreement that would establish privileges and immunities for the Secretariat and provide it with an international legal personality. The Parties also agreed to accept the offer of the Tasmanian Government to provide office accommodation and other support to the Secretariat for a period of six years and authorised the Executive Secretary of the Secretariat to enter into a Memorandum of Understanding with the Tasmanian Government to give effect to this offer (Resolution 2.1).

This Memorandum of Understanding (MoU) between Antarctic Tasmania, the Department of Economic Development Tourism and the Arts, Government of Tasmania and the Secretariat for the Agreement on the Conservation of Albatrosses and Petrels concludes on 31 January, 2013 and the purpose of the following MoU is to outline the administrative arrangements that are intended to apply to the support arrangements provided by the Tasmanian Government to host the ACAP Secretariat in future years.

TERMS OF MEMORANDUM OF UNDERSTANDING

Under the terms of this MoU, the Parties agree as follows:

1. Duration of Agreement

- 1.1. Maximum of ten years commencing on 1 February 2013, thereafter the MoU may be extended subject to the agreement of both Parties.

2. Office Facilities

- 2.1. The ACAP Secretariat will be located within the State of Tasmania, at a location to be determined by the ACAP Executive Secretary. To facilitate the operation of the ACAP Secretariat within Tasmania, the Tasmanian Government will provide the administrative support specified in this MoU, free-of-charge (unless otherwise stated) to ACAP, and will in addition provide a financial contribution of \$20,547 per annum, to be paid on 1 February 2013.

¹ 13-17 November 2006

This amount will be indexed annually, commencing on 1 February 2014, in accordance with the Consumer Price Index (all groups) for the Hobart region, as determined by the Australian Bureau of Statistics.

3. Communications Support

- 3.1 Antarctic Tasmania will provide three dedicated telephone lines and a data line for a facsimile machine free-of-charge. ACAP will be responsible for outgoing telephone and facsimile call costs. Official correspondence and communications of the Secretariat shall be inviolate, in accordance with the provisions of Article 13 of the Headquarters Agreement (HQA) between the ACAP Secretariat and the Government of Australia.

4. Computer Support

- 4.1 Antarctic Tasmania will provide access to electronic mail and the internet and, if requested, will host but not maintain the ACAP web-site. Antarctic Tasmania will host the ACAP email server and provide space on a dedicated server for electronic storage. The information on this server is inviolable in accordance with Article 7 of the HQA. The Secretariat will have reasonable access to Antarctic Tasmania's computer services including personnel for general computer support and maintenance of software relevant to existing services, including 1st level support. However, onsite restoration of service or consultation directly associated with the Secretariat may be undertaken by an external service provider.
- 4.2 Service and support is offered in line with existing Department of Economic Development Tourism and the Arts ('DEDTA') provisions between 8 am and 6 pm business days. Service or support outside of these hours may attract a fee for service.

5. Human Resource Services

- 5.1 The ACAP Secretariat will be responsible for the engagement of its staff and contractors and for ensuring the all legal requirements concerning its staffs' employment are met.
- 5.2 DEDTA will offer facilities for the disbursement of salaries and salaries entitlements for the Secretariat's staff.

6. Accounting and Financial Services

- 6.1 DEDTA will establish a financial project account for receiving fees, making payments and holding and managing the ACAP operating funds. Payments made for relevant supplies and services will be debited from the ACAP account, subject to prior authorisation by the Executive Secretary.
- 6.2 The ACAP Secretariat's financial accounts will be incorporated into the accounting system for the DEDTA. Monthly computerized statements will be available to facilitate the monitoring of transactions.
- 6.3 The payment of accounts and the acquittal of expenses incurred by the Secretariat on ACAP business will be submitted through the ACAP Executive Secretary for certification that the expenses are in accordance with ACAP procedures.
- 6.4 The ACAP Executive Secretary has responsibility for the oversight, approval and disbursement of ACAP funds and will be responsible to the Meeting of the Parties for the management of these funds in accordance with the requirements of the financial regulations adopted by the Meeting of the Parties. The Tasmanian Government will bear no responsibility for the management of these funds.

7. Auditing of Accounts

- 7.1 The Secretariat's accounts will be subject to annual auditing consistent with the Department's finance procedures. Auditing will be conducted by a DEDTA accountant free-of-charge.

8. Overheads

8.1 Items not covered by Antarctic Tasmania include:

8.1.1 ACAP office furniture and computer equipment, including provision of additional capacity above and beyond existing Antarctic Tasmania requirements;

8.1.2 outgoing telephone and facsimile calls;

8.1.3 printing and photocopying;

8.1.4 stationery and general office supplies;

8.1.5 costs associated with intensive internet usage; and

8.1.6 all other expenses associated with the operation of the ACAP Secretariat, other than those expenses referred to in this MoU.

9. Insurance

9.1 Public liability and other insurance specifically covering the activities of the ACAP Secretariat will be the responsibility of the ACAP Secretariat.

9.2 Workers compensation insurance for the ACAP Secretariat's staff will be the responsibility of the ACAP Secretariat.

10. Review of Arrangements

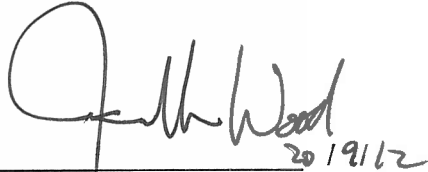
10.1 The level and quality of support provided by the State Government of Tasmania, through the DEDTA, to the ACAP Secretariat will be reviewed annually.

10.2 Any proposals to change administrative support arrangements will be agreed by the Director: Antarctic Tasmania and Science Research Development and the Executive Secretary of ACAP.

10.3 Any substantive changes to this MoU will be provided in writing and can only be undertaken with the agreement of the Meeting of the Parties to ACAP.

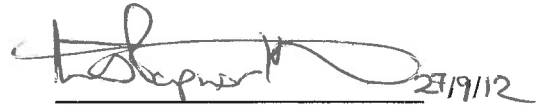
Legal Status

The parties to this MoU acknowledge that this Memorandum is not legally binding between them.



Jonathan Wood
20/9/12

Jonathan Wood
Deputy Secretary
Department of Economic Development
Tourism and the Arts



Warren Papworth
27/9/12

Warren Papworth
Executive Secretary
ACAP Secretariat