

ANNEX D1

SHARED PROPERTY ARRANGEMENTS

An Annex to the Memorandum of Understanding on the collaborative working relationships between
the **Australian Customs and Border Protection Service**
and
the **Department of Agriculture, Fisheries and Forestry**

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1 STATUS OF THE ANNEX

- 1.1 This Annex is made in accordance with clause 10 of the Memorandum of Understanding (**Memorandum**) between the Australian Customs and Border Protection Service (**Customs and Border Protection**) and the Department of Agriculture, Fisheries and Forestry (**DAFF**)
- 1.2 The Parties view this Annex as:
- (a) not intending to create any legally binding obligations; and
 - (b) an opportunity to ensure that there is a nationally consistent approach to their working relationship on specific matters outlined in this Annex.

2 OBJECTIVES

- 2.1 This Annex sets out the governing principles to:
- (a) achieve cooperative arrangements for property and accommodation;
 - (b) facilitate co-location opportunities that seek to enhance service delivery, create efficiencies and where possible provide a single point of contact for clients;
 - (c) encourage joint forward planning and interaction; and
 - (d) recognises that each Agency has specific requirements that may preclude the sharing of some accommodation.
- 2.2 Through annual workshops, and as opportunities arise, identify the potential to share accommodation in the short and long term. This may include the alignment of lease end dates, the take-up of excess space and joint approaches to the market.
- 2.3 Present a unified Commonwealth border agency position for shared property.

3 KEY PRINCIPLES

- 3.1 All accommodation will be secured under the agreed operating principles that will include a Schedule for each property.
- 3.2 All terms including rent and outgoings for the accommodation will be consistent with the lead agency's Head Lease.
- 3.3 The fit out cost funding arrangements will be agreed between the agencies prior to entering into any new accommodation arrangements and documented in the Schedule.
- 3.4 Either agency can be the lead agency in securing accommodation.

4 GOVERNANCE AND REPORTING

- 4.1 The Customs and Border Protection - DAFF Strategic Working Group (SWG) will oversight the implementation of the obligations under this Annex.
- 4.2 The DAFF and Customs and Border Protection property areas are responsible for holding annual workshops to determine opportunities for aligning property arrangements between the agencies.
- 4.3 There will be an annual report, following each workshop, to the SWG outlining the plans for the following financial year and reporting on progress against last year's targets.

5 COSTS

- 5.1 The Parties agree that each will bear their own costs in fulfilling their commitments under this Annex except where a prior written agreement has been reached by both Parties as to their sharing or apportionment.

6 PROCEDURAL STATEMENTS

- 6.1 The Parties may develop Procedural Statements consistent with this Annex.

7 NOMINATED CONTACTS

- 7.1 Each Party may raise matters relevant to shared property arrangements with the following nominated contacts:

- (a) Customs and Border Protection –

- National Manager - Support Services, People & Place Division

- 5 Constitution Avenue, Canberra ACT 2601

- Ph: (02) 6275 6346

- Director - National Property Services

- 5 Constitution Avenue Canberra ACT 2601

- Ph: (02) 6275 5616

- (b) DAFF –

- Assistant Secretary, Commercial Business Branch, Finance & Business Support Division

- DAFF Switchboard Ph: +61 2 6272 3933

8 REVIEW OF ANNEX

- 8.1 The Parties will review the operation of this Annex three (3) years after commencement or at such other time as mutually determined by the Parties to assess the suitability of arrangements under this Annex.

9 DEFINITIONS

- 9.1 Unless the contrary intention appears, a term used in this annex has the meaning shown in the table below:

Annex	means an Annex made in accordance with this Memorandum;
Commonwealth	means the Commonwealth of Australia;
Memorandum	means this Memorandum of Understanding on the collaborative working relationship between the Australian Customs and Border Protection Service and the Department of Agriculture, Fisheries and Forestry signed 21 July 2011;
Procedural Material	includes Standard Operating Procedures, Instructions and Guidelines or Business Practice Statements or any procedural material made in accordance with this Annex;
Property Operating Principles	means the document, that sets out the terms and conditions for occupying the accommodation;
Schedule	means the document attached to the Property Operating Principles that documents the occupancy terms for a specific property; and
Property and Accommodation	means all accommodation including kennels, office, warehouse, secondary inspection areas at international airports, car parks, residential.

10 COMMENCEMENT

- 10.1 This Annex commences, unless otherwise specified, on:
- (a) the date it is signed by both agencies; or
 - (b) the date the last agency signs, where the agencies do not sign this Annex on the same day.


11 MODIFICATION AND TERMINATION

- 11.1 This Annex can be modified or terminated by a written agreement signed by the Chief Executive Officer of Customs and Border Protection and the Secretary of DAFF or their delegates.
- 11.2 Unless otherwise specified, a modification or termination:
- (a) takes effect from the date the last Party signs the modification or termination; and
 - (b) has no effect unless endorsed in accordance with this clause.

12 SIGNATURES

SIGNED at Canberra)
for and on behalf of the)
Australian Customs and Border)
Protection Service by)

Maree Bridger
National Director
People and Place
on


signature
16 Nov 2011
date

SIGNED at Canberra)
for and on behalf of the)
Department of Agriculture,)
Fisheries and Forestry by)

Darren Schaeffer
Chief Finance Officer
on


signature
9 November 2011
date