

# GREAT BARRIER REEF INTERGOVERNMENTAL AGREEMENT 2024

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



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**The Honourable Anthony Albanese MP**  
Prime Minister of the Commonwealth of Australia

Dated: 24/9/24

Signed for and on behalf of the State of  
Queensland by



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**The Honourable Steven Miles MP**  
Premier of the State of Queensland

Dated: 30/9/24

Aboriginal and Torres Strait Islander peoples  
are the Traditional Owners and custodians of the Great Barrier Reef.

We respect their deep and continuing connection to land  
and sea Country for time immemorial.

It is a rich cultural land and seascape, and Traditional Owners continue to  
manage their Country.

We honour and acknowledge their wisdom, continuing custodianship and shared  
efforts to care for and protect Country, and pay our respects to Elders past and  
present.

## **PREAMBLE**

The Australian Government and Queensland Government have long demonstrated their commitment to working together for the protection and conservation of the Great Barrier Reef ecosystem, to ensure it is preserved as a 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 Australian and Queensland governments agreed on a vision for the future and renewed their commitment to protecting the Great Barrier Reef World Heritage Area, including its Outstanding Universal Value through the Reef 2050 Long-Term Sustainability Plan (Reef 2050 Plan – Schedule E). This Agreement continues these arrangements, articulating objectives, respective responsibilities and accountabilities.

Both governments recognise that climate change is the greatest threat to the Great Barrier Reef ecosystem and its contribution to society, culture, and the economy (Schedule C – Climate Change and the Great Barrier Reef). The rapid pace of the changing climate and its impacts requires continued and deeper collaboration. Urgent effort must focus on building resilience, preserving biodiversity and reducing the threats to the health of Great Barrier Reef ecosystems. This requires partnerships with Traditional Owners, and genuine and substantial involvement from industry, local governments, non-government organisations, science institutions, and local communities to protect the Great Barrier Reef.

### **The Great Barrier Reef and its Outstanding Universal Value**

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, social, economic and cultural values, and plays an important role in 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. The ecosystem and its processes 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 include social, economic, cultural and environmental considerations on the land, particularly the catchments that form part of the Great Barrier Reef ecosystem (Schedule A – Map of the Great Barrier Reef Region).

The Great Barrier Reef was internationally recognised in 1981 as being of Outstanding Universal Value with its inscription on the World Heritage List. Under the Convention Concerning the Protection of the World Cultural and Natural Heritage (the World Heritage Convention), it is listed 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 including strong ongoing links between Aboriginal and Torres Strait Island peoples and their sea Country
- containing the most important natural habitats for in-situ conservation of biological diversity, including threatened species
- having integrity, including the fullest possible representation of marine ecological, physical and chemical processes
- having long-term protection and conservation in place.

As a party to the World Heritage Convention, Australia has a duty to ensure the protection, conservation, presentation and transmission of the Great Barrier Reef World Heritage Area for current and future generations and must do all it can to this end, to the utmost of its resources (Article 4). The approach the Australian and Queensland governments are taking to the protection and management of the Great Barrier Reef World Heritage Area will ensure its Outstanding Universal Value is sustained or enhanced over time (*Operational Guidelines for the Implementation of the World Heritage Convention*, paragraph 96).

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* (Cth).

### **Roles and Responsibilities**

The Australian and Queensland governments have a shared responsibility to maintain the Outstanding Universal Value of the Great Barrier Reef World Heritage Area. This includes collaborating in the development and implementation of strategies to protect the Great Barrier Reef and connected environments that are outside the World Heritage Area.

The Australian and Queensland governments have both committed to achieving net zero emissions by 2050. The Australian Government commitment is under the *Climate Change Act 2022* (Cth) and the Queensland Government commitment is under the *Clean Economy Jobs Act 2024* (Qld).

The Australian and Queensland governments have shared responsibility for a joint program of field management for the Great Barrier Reef Marine Park and Queensland marine and national parks within the Great Barrier Reef World Heritage Area (Schedule B - 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).

The Queensland Government and the Australian Government both have responsibilities relating to fisheries in the Great Barrier Reef World Heritage Area under the *Fisheries Management Act 1991* (Cth), the *Fisheries Act 1994* (Qld), the *Environment Protection and Biodiversity Conservation Act 1999* (Cth) (EPBC Act) and the *Great Barrier Reef Marine Park Act 1975* (Cth) (Schedule D – Fishing and Collection of Fisheries Resources in the Great Barrier Reef World Heritage Area).

The Australian and Queensland governments both have responsibilities for biosecurity under the *Intergovernmental Agreement on Biosecurity*. The Australian Government is responsible for biosecurity measures under the *Biosecurity Act 2015* (Cth). The Queensland Government has responsibilities under the *Biosecurity Act 2014* (Qld).

#### *The Australian Government*

The Australian Government is responsible for managing Commonwealth land and waters, acting in the national interest, ensuring Australia meets its international obligations and collaborating to address cross-jurisdictional matters.

The Australian Government is responsible for the management of the Great Barrier Reef Marine Park, established under the *Great Barrier Reef Marine Park Act 1975* (Cth) 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* (Cth). The Great Barrier Reef Marine Park is bordered by the Coral Sea Marine Park, managed by the Australian government Director of National Parks.

The Australian Government is responsible for identifying matters of national environmental significance and protecting those matters under the EPBC Act. The Great Barrier Reef Marine Park and Great Barrier Reef World Heritage Area are matters of national environmental significance under the EPBC Act. Other aspects of the Great Barrier Reef are also matters of national environmental significance, such as threatened and migratory species. Under the EPBC Act, the Australian Government also has responsibility for regulating actions likely to have a significant impact on the environment involving Commonwealth land or water, including defence lands, or that are carried out by a Commonwealth agency.

### *The Queensland Government*

The Queensland Government has primary responsibility for natural resource management, land use planning, and regulation of activities within its jurisdiction, including discharge of pollutants, land uses such as mining, forestry, ports, and urban and industrial development, native vegetation management, water management and use, and recreational and commercial fishing.

The Queensland Government 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 1050 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 Great Barrier Reef 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.

The Great Barrier Reef Region, as defined under the *Great Barrier Reef Marine Park Act 1975* (Cth), 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.

## OBJECTIVES

The parties agree that the objective of this Agreement is to ensure an integrated and collaborative approach by the Australian Government and Queensland Government to the management of marine and land environments of the Great Barrier Reef World Heritage Area, the land adjacent to the Great Barrier Reef and water that flows from the catchments into the Great Barrier Reef so as to:

- provide for the long-term protection and conservation of the environment of the Great Barrier Reef ecosystem, including its Outstanding Universal Value 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
- meet Australia's international responsibilities for the Great Barrier Reef World Heritage Area under the World Heritage Convention.

To achieve these objectives, the Australian Government and Queensland Government affirm their ongoing commitment to:

- the vision of the Reef 2050 Plan, which is that the Great Barrier Reef is sustained as a living natural and cultural wonder of the world
- continue collaborative action to maximise the capacity of the Great Barrier Reef ecosystem to withstand and adapt to the impacts of climate change, particularly through risk management, mitigation, and adaptation actions to increase its resilience while recognising the urgency of taking action to secure the Reef's future.
- 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 and improve the efficiency and effectiveness of relevant Australian and Queensland Government 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
- prohibit or restrict the sea-based disposal of capital dredge spoil material in the Great Barrier Reef Marine Park and in the balance of the Great Barrier Reef World Heritage Area from port-related capital dredging

- ensure decisions are based on the best available evidence, traditional knowledge and deliver a net benefit to the ecosystem
- share data openly and by default where it can be done securely, safely, lawfully and ethically in line with both governments' open data policies, the *International Open Data Charter* and the *Intergovernmental Agreement on data sharing between Commonwealth and State and Territory governments*
- hold regular Commonwealth/Queensland Ministerial meetings 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 collaborative action to halt and reverse the decline in quality of water entering the Great Barrier Reef (refer to Schedule E – The Reef 2050 Water Quality Improvement Plan)
- ensure the ongoing protection, restoration and management of key ecosystems critical to the Great Barrier Reef health
- address significant threats to the health and biodiversity of the Great Barrier Reef ecosystem, including pollution from the land and sea, coastal and catchment development, the impacts of climate change, marine biosecurity threats, ecologically unsustainable fishing activities and other resource extraction activities
- support the aspirations of Great Barrier Reef Traditional Owners and empower them to lead, co-design and co-deliver management policy and programs for the Great Barrier Reef and its catchments under priority two of the Closing the Gap report
- ensure Indigenous heritage, traditional knowledge and cultural practices are managed by their appropriate cultural authority, and continue to be acknowledged, respected and valued in the protection and management of the Great Barrier Reef
- ensure that Indigenous Cultural and Intellectual Property is protected
- periodically review the condition of the environment of the Great Barrier Reef ecosystem, including its Outstanding Universal Value and any need for further action



## **GUIDING PRINCIPLES**

The Australian Government and Queensland Government recognise the following guiding principles, and agree to apply them in implementing this Agreement:

- A collaborative and cooperative approach is fundamental to care for and ensure the effective long-term protection, conservation and management of the Great Barrier Reef
- The precautionary principle will be applied to protecting the environmental, World Heritage and National Heritage values of the Great Barrier Reef including its Outstanding Universal Value
- A focus on supporting resilience and managing threats through localised approaches
- The marine and land environments within and adjacent to the Great Barrier Reef World Heritage Area, the land adjacent to the Great Barrier Reef and water that flows from the catchments into the Great Barrier Reef will be managed in an integrated manner consistent with ecosystem-based management and the principles of ecologically sustainable use
- Both governments will work in partnership with the Traditional Owners of the Great Barrier Reef, as agreed under priorities one and three of the National Agreement on Closing the Gap 2020, and recognise their inherent rights and interest under lore and custom for the use, access, monitoring, protection, maintenance and restoration of the Great Barrier Reef
- Economic sustainability 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 catchments, 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 environment of the Great Barrier Reef ecosystem, including its Outstanding Universal Value 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 biological, physical, cultural, social and economic data is fundamental
- Governments will share access to location specific data and information for use by Traditional Owners under the fourth priority reform area of the National Agreement on Closing the Gap 2020
- Collection and governance of Aboriginal and Torres Strait data should be aligned with the Framework for Governance of Indigenous Data and the FAIR/CARE Principles. ‘Indigenous Data’ refers to information or knowledge, in any format or medium, which is about and may affect Indigenous peoples both collectively and individually
- 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
- Encourage the mobilisation of private sector effort and financing to reduce pressures, protect and repair the Great Barrier Reef and its surrounding environments, including through market mechanisms

## **GREAT BARRIER REEF MINISTERIAL OVERSIGHT**

Ministers with responsibility for the Great Barrier Reef from each of the Australian and Queensland governments will work together to deliver a joint approach to policy and strategy to implement and achieve the objectives of this Agreement.

The Ministers will meet at least once per year to discuss strategic matters relating to the long-term protection, conservation and care of the Great Barrier Reef, including its Outstanding Universal Value. The Ministers may invite other Ministers to the meeting in relation to specific issues.

Australian and Queensland government agencies will support the Ministers, through collaborative and cooperative approaches to Reef endeavours, including for international engagement, recognising the Australian Government is the lead on international Reef matters.

## **REVIEW OF THE AGREEMENT**

This Agreement may be reviewed every five years or as otherwise agreed by the parties. This Agreement may be amended at any time by agreement in writing by the parties.

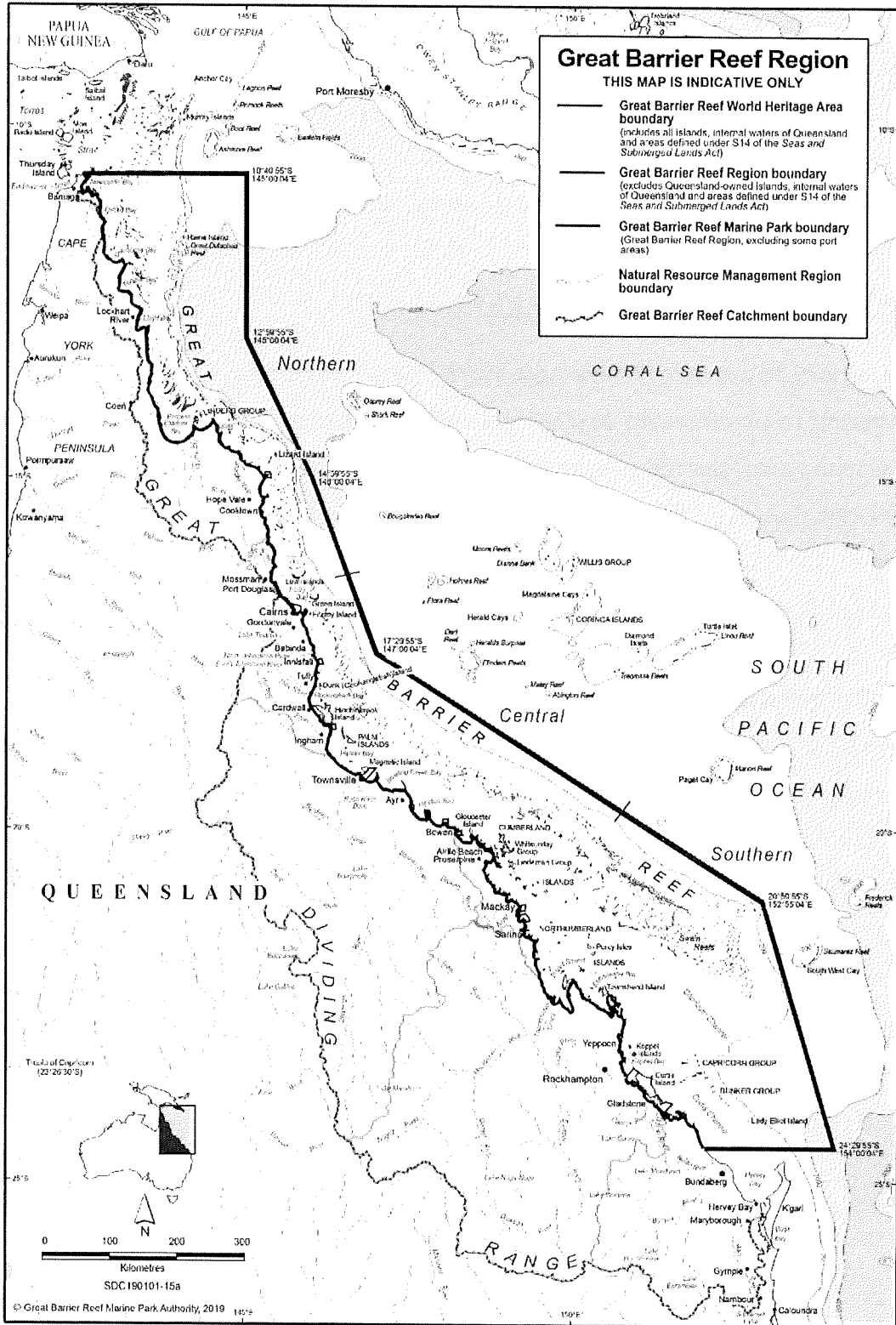
## **SCHEDULES TO THIS AGREEMENT**

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. Ministers with responsibility for the Great Barrier Reef from the Australian Government and Queensland Government may add, remove and amend schedules to this Agreement at any time by agreement in writing. The Ministers will send any changes to the Prime Minister and Premier for information.

### **Table of Schedules**

- A The Great Barrier Reef Region
- B 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
- C Climate Change and the Great Barrier Reef
- D Fishing and Collection of Fisheries Resources in the Great Barrier Reef World Heritage Area
- E Reef 2050 Water Quality Improvement Plan 2017-2022
- F Reef 2050 Long-Term Sustainability Plan

THE GREAT BARRIER REEF REGION



**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 2024* (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 Commonwealth managed islands, 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)
- The *Great Barrier Reef Intergovernmental Agreement 2009* and its Schedule C
- The *Great Barrier Reef Intergovernmental Agreement 2015* and its Schedule C which this agreement updates.

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 relating to the purchase, use and disposal of moveable and immovable property acquired or otherwise made available under the Joint Field Management Program. This Deed may be amended with the agreement of 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.

## SCHEDULE B

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, Annual Business Plan, 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, including Outstanding Universal Value.
- 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.
- Formal partnerships and shared decision-making with Traditional Owners.
- 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 responsible for the Queensland Parks and Wildlife Service 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 responsible for the Queensland Parks and Wildlife Service.

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 responsible for the Queensland Parks and Wildlife Service, 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;
  - an Annual Business Plan including a budget; 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;
- if requested, prepare a major capital investment plan for consideration by the Ministers responsible for the Great Barrier Reef as part of the five-yearly periodic review of the program. This 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 setting the five year approach for strategic investment of Joint Field Management Program Resources. The strategy aims to achieve the outcomes of the Joint Field Management Program specified in this agreement. It 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 and figures for the next five years, and defined milestones 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 responsible for the Queensland Parks and Wildlife Service under the Joint Field Management Program.

The Field Management Business Strategy and Annual Business Plans will be approved by the Chief Executive Officer of the Authority and the Director-General of the Queensland Department responsible for the Queensland Parks and Wildlife Service.

#### **6. Annual Report**

An Annual Report on the implementation of the Annual Business Plan will be provided to the Authority and the Queensland Department responsible for the Queensland Parks and Wildlife Service 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 responsible for the Queensland Parks and Wildlife Service and provided to the Great Barrier Reef Ministers. 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 oversight by Great Barrier Reef Ministers is to consider periodically the effective allocation of resources required for 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 responsible for the Queensland Parks and Wildlife Service, will

provide a report and advice to the Great Barrier Reef Ministers 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
- 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, Annual Business Plan, and their 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)*, *Public Governance, Performance and Accountability Act 2013 (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.

A periodic review of base funding will be considered by the Great Barrier Reef Ministers on a five-yearly basis, or a shorter period if agreed by the Ministers. The parties may agree to vary base funding including through indexing to the consumer price index or other price parameter index agreed by the parties following this review.

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 2004*, *Nature Conservation Act 1992* and *Recreation Areas Management Act 2006* 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* and administered by the Authority in accordance with the requirements of the *Public Governance, Performance and Accountability Act 2013* (Cth). The funds will be expended by the Authority in accordance with the agreed Field Management Annual Plan, 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 *Public Governance, Performance and Accountability Act 2013* (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 Annual Plan 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 allocated and received by the Authority for the Joint Field Management Program will be reported by the Authority in accordance with the requirements of the *Public Governance, Performance and Accountability Act 2013* (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 *Public Governance, Performance and Accountability Act 2013*.

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's Chief Executive Officer and the Director-General, Queensland Department responsible for the Queensland Parks and Wildlife Service, or by the Great Barrier Reef Ministers as appropriate.

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

This agreement may be amended at any time by agreement in writing by the Ministers with responsibilities for the Great Barrier Reef.

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 immovable property acquired or otherwise made available for the purposes of giving effect to the arrangements.

NOW IT IS HEREBY AGREED as follows:

- 1.

## SCHEDULE B

- (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



## SCHEDULE B

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.

## SCHEDULE B

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;

## SCHEDULE B

- (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.

**SCHEDULE B**

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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**CLIMATE CHANGE AND THE GREAT BARRIER REEF**

**Preamble**

The Australian and the Queensland governments have committed, under the *Great Barrier Reef Intergovernmental Agreement 2024*, to work collaboratively to ensure the long-term protection and conservation of the Great Barrier Reef ecosystem.

Both governments recognise that climate change is the greatest threat to the Great Barrier Reef, its Outstanding Universal Value and its contribution to society, culture, and the economy. The future of the Great Barrier Reef is uncertain, extreme weather events driven by warming temperatures such as heatwaves, severe tropical cyclones and flood events are impacting the Great Barrier Reef. These changes are happening rapidly, and the consequences are significant.

Rising greenhouse gas emissions are also driving changes in ocean chemistry, affecting the ability for reef-building corals to provide the habitat that forms the foundations of the Great Barrier Reef. The Great Barrier Reef of the future will be different to the Great Barrier Reef of today. As climate-driven pressures continue to mount on a global scale, all species and values within the Great Barrier Reef are at risk. The rapid pace of change requires urgent action and deeper collaboration.

Three major factors will determine the overall extent of the impacts of climate change on the Great Barrier Reef – the rate and extent of human-induced climate change, the resilience of the Great Barrier Reef ecosystem, and its capacity to adapt to a rapidly changing climate. These factors will be considered in the context of relevant regional, national, and international policies, agreements and frameworks, including the Reef 2050 Long-term Sustainability Plan, Great Barrier Reef Blueprint for Climate Resilience and Adaptation, the Paris Agreement, the United Nations Framework Convention on Climate Change, and the UNESCO Policy Document on Climate Action for World Heritage.

Reducing greenhouse gas emissions is critical to securing the long term health of the Great Barrier Reef ecosystem. The Australian and Queensland Governments are working through relevant international forums to advocate for accelerated global action on climate change to protect the economic, health, and social prosperity of all Australians and our cultural and natural heritage. The Australian and Queensland governments are committed to playing their part, including by reducing all greenhouse gas emissions to net zero by 2050, in Australia.

Increasing resilience and the adaptation capacity of the ecosystem can be directly influenced by management actions of the two governments to reduce threats to the Great Barrier Reef. The Great Barrier Reef Blueprint for Climate Resilience and Adaptation will drive how the Great Barrier Reef Marine Park Authority adapts its management under a changing climate to progressively and effectively respond to the risks identified in the Great Barrier Reef Outlook Report. The rapid pace of environmental change and scale of the problem necessitates new ways of working. A holistic approach to managing the Great Barrier Reef and its catchments across the three tiers of government, Traditional Owners, the private sector, non-government organisations, science institutions, industry and the community will be crucial to the success of resilience initiatives. Where possible, actions should pursue multiple benefits for climate and biodiversity, thereby accelerating the global response to the interlinked crises of climate change and biodiversity loss.

### **Operative**

Partnering with Traditional Owners, local governments, non-government organisations, science institutions, industry and the community the two governments will give priority to the following areas:

1. *Using best available knowledge and information, by supporting research, scientists, site managers and Traditional Owners to inform Great Barrier Reef management and policy*

The governments will use best-available knowledge and evidence, generated through disciplinary, interdisciplinary, and transdisciplinary approaches to inform management actions. This includes supporting targeted and coordinated research on the implications of climate change for the Great Barrier Reef ecosystem and supporting knowledge sharing by enabling local communities and Traditional Owners to contribute to the development, implementation and adaptation of policy and management responses.

2. *Increasing resilience and capacity of the Great Barrier Reef ecosystem to adapt to the impacts of climate change*

The governments will support efforts to increase the resilience of the Great Barrier Reef ecosystem, particularly through effective management of non-climate change threats and pressures such as water pollution, inappropriate coastal development, marine debris and unsustainable fishing activities. Minimising pressures protects existing ecosystems and supports natural adaptation to climate change.

3. *Incorporating climate change considerations and climate risk management in Great Barrier Reef policy, programs and management*

The governments will integrate consideration of climate change impacts into the development and implementation of policies, programs, management and regulation related to the Great Barrier Reef ecosystem. This includes ensuring appropriate measures are put in place to support climate risk assessment, mitigation and adaptation action.

4. *Monitoring and modelling climate change impacts on the Great Barrier Reef to enable adaptation over time*

The governments will incorporate consideration of climate change impacts into monitoring, reporting and evaluation frameworks relevant to the Great Barrier Reef ecosystem, and will adapt policy and management in response to new information.

5. *Supporting industries and communities in responding to the threat of climate change*

The governments will seek to facilitate effective responses by industries and communities reliant on the Great Barrier Reef through means such as providing information about impacts and risks and ensuring policy and regulatory settings support mitigation actions and adaptation by businesses and individuals.

6. *Engaging in and influencing international and regional activities that support and inform local objectives and actions*

The governments, particularly the Australian Government, given its lead responsibility for international engagement, will support and inform local action through engagement in international and regional forums and initiatives that serve to accelerate the pace of international climate action and deepen understanding of issues and options for the role of marine and coastal ecosystems in climate change adaptation and mitigation.

**FISHING AND COLLECTION OF FISHERIES RESOURCES IN THE GREAT BARRIER REEF WORLD HERITAGE AREA**

**Preamble**

The Australian and the Queensland Government have committed, under the *Great Barrier Reef Intergovernmental Agreement 2024* (the Intergovernmental Agreement), to work collaboratively to provide for the long-term protection and conservation of the environment of the Great Barrier Reef ecosystem, including its Outstanding Universal Value.

The Australian Government and the Queensland Government recognise that:

- Fishing and the collection of fisheries resources is important socially and economically to Queensland and is a long established and legitimate use of the Great Barrier Reef World Heritage Area.
- Both governments have interrelated policy, management and regulatory roles and responsibilities related to fishing and collection of fisheries resources in the Great Barrier Reef World Heritage Area. The differing roles and responsibilities are underpinned by a shared objective of long term protection and ecologically sustainable use of the biodiversity and natural resources of the Great Barrier Reef World Heritage Area.
- The Great Barrier Reef ecosystem is being impacted by a range of land and marine based activities that, if not appropriately managed, may reduce the health and resilience of the Reef.

It is in the interests of the Great Barrier Reef ecosystem and the optimal use of fisheries resources that both governments work collaboratively and encourage best practice (including innovation over time) relating to the management of fishing and the collection of fisheries resources, including aquaculture, in the Great Barrier Reef World Heritage Area. The purpose of this Schedule to the Intergovernmental Agreement is to provide a framework for both governments to:

- provide clarity about each government's objectives, principles and approaches to the management of fisheries resources within the Great Barrier Reef World Heritage Area;
- achieve efficient and effective delivery of shared objectives related to the management of fisheries resources within the Great Barrier Reef World Heritage Area; and
- promote simplicity and streamlining of regulatory and management arrangements, and minimise duplication and inconsistencies.



**Recognition**

1. This Schedule recognises:

- (a) Australia's international responsibilities for the Great Barrier Reef World Heritage Area under the World Heritage Convention;
- (b) The Offshore Constitutional Settlement arrangements between the Australian Government and the State of Queensland in relation to the fishing and the collection of fisheries resources off the east coast of Queensland, as published in the *Commonwealth of Australia Gazette* number S44 on 8 February 1995 and the *Queensland Government Gazette* number 23 on 10 February 1995;
- (c) The Intergovernmental Agreement, which provides a framework for the Australian and Queensland governments to work together to ensure an integrated and collaborative approach to management of the Great Barrier Reef World Heritage Area;
- (d) The role of relevant Ministers in coordinating Australian and Queensland government policies concerning the long term protection and ecologically sustainable use of the Great Barrier Reef World Heritage Area and the role of the Standing Council on Primary Industries in relation to fisheries and aquaculture in Australia;
- (e) The objects and provisions of the *Environment Protection and Biodiversity Conservation Act 1999* (Cth), as administered by the Australian Government;
- (f) The objects and provisions of the *Great Barrier Reef Marine Park Act 1975* (Cth) as administered by the Great Barrier Reef Marine Park Authority;
- (g) The objectives and provisions of the *Fisheries Management Act 1991* (Cth) relating to Commonwealth fish resources within the Great Barrier Reef World Heritage Area , as administered by the Australian Fisheries Management Authority;
- (h) The objects and provisions of the *Fisheries Act 1994* (Qld) as administered by the Queensland Government; and
- (i) The objects and provisions of the *Nature Conservation Act 1992* (Qld), *Marine Parks Act 2004* (Qld), *Environmental Protection Act 1994* (Qld) and the *Coastal Protection and Management Act 1995* (Qld) as administered by the Queensland Government.

**Guiding Principles**

2. Both governments will apply the guiding principles established in the Intergovernmental Agreement to fishing and collection of fisheries resources in the Great Barrier Reef World Heritage Area.

**Operative**

3. Both governments acknowledge their different but interrelated roles and responsibilities related to fishing and the collection of fisheries resources in the Great Barrier Reef World Heritage Area:
  - (a) The Australian Government, under the *Environment Protection and Biodiversity Conservation Act 1999* (Cth), is responsible for leading and coordinating required actions to meet Australia's responsibilities as a signatory to the World Heritage Convention, including ensuring the World Heritage values of the Great Barrier Reef World Heritage Area are maintained and transmitted to future generations.
  - (b) The Australian Government, under the *Great Barrier Reef Marine Park Act 1975* (Cth) is responsible for the long term protection and conservation of the environment, biodiversity and heritage values of the Great Barrier Reef World Heritage Area Region in accordance with the principles of Ecologically Sustainable Use as defined by that Act, including allowing for and the regulating the use of the Great Barrier Reef Marine Park in ways consistent with ecosystem-based management and the principles of ecologically sustainable use within the Great Barrier Reef Marine Park.
  - (c) The Australian Government, under the *Environment Protection and Biodiversity Conservation Act 1999* (Cth), is responsible for regulating impacts on matters of National Environmental Significance and interactions with species listed under the Act. Under the Act, the Australian Government is also responsible for regulating the export of fish and fisheries resources including assessment against the *Guidelines for the Ecologically Sustainable Management of Fisheries Edition 2 (2007)*.
  - (d) The Australian Government, under an Offshore Constitutional Settlement arrangement, and the *Fisheries Management Act 1991* (Cth), is responsible for regulating commercial take of tuna and tuna-like species within the Great Barrier Reef World Heritage Area.
  - (e) The Queensland Government, under an Offshore Constitutional Settlement arrangement and the *Fisheries Act 1994* (Qld) is responsible for the management of

## SCHEDULE D

fishing, fisheries habitats and collection of fisheries resources in and adjacent to the Great Barrier Reef World Heritage Area (with the exception of some commercially caught species listed in (d)). The Queensland Government is responsible for ensuring this is done in accordance with the principles of Ecologically Sustainable Development as defined by that Act.

- (f) The Queensland Government, under the *Fisheries Act 1994* (Qld), *Planning Act 2016* (Qld), *Environmental Protection Act 1994* (Qld), *Marine Park Act 2004* (Qld) and the *Coastal Protection and Management Act 1995* (Qld) is responsible for management of aquaculture activities. Where aquaculture activities will affect Great Barrier Reef Marine Park, the *Great Barrier Reef Marine Park Act 1975* (Cth) may also apply. Where aquaculture activities are likely to significantly impact upon the values of the World and National Heritage Area, or the environment of the Marine Park, approval is required under the *Environment Protection and Biodiversity Conservation Act 1999* (Cth).
- (g) The Queensland Government, under the *Nature Conservation Act 1992* (Qld) and the *Marine Parks Act 2004* (Qld), is responsible for the protection of the biodiversity values of the Great Barrier Reef Coast Marine Park and islands within Queensland jurisdiction (including island National Parks).
- (h) All the Queensland and Australian Government agencies listed in this Schedule are responsible for providing appropriate protection to species which are afforded protection under legislation they are responsible for administering, in particular the *Nature Conservation Act 1992* (Qld), *Fisheries Act 1994* (Qld), *Marine Parks Act 2004* (Qld), *Environment Protection and Biodiversity Conservation Act 1999* (Cth) and *Great Barrier Reef Marine Park Act 1975* (Cth).

4. Both governments agree to work together in discharging their respective roles and responsibilities, and will apply the following guidelines in developing and implementing management arrangements relevant to fishing and the collection of fisheries resources, including aquaculture, in the Great Barrier Reef World Heritage Area:

- (a) Duplication of management arrangements and assessment and permitting processes that relate to fishing and the collection of fisheries resources should be avoided through collaboration and where appropriate through the principle of mutual recognition.

## SCHEDULE D

- (b) Policy and management proposals formulated by either government that may impact management arrangements already in place should be identified and discussed by relevant agencies at the earliest possible stage, with a view to achieving resolution in bilateral discussion through consultation between all agencies and other relevant stakeholders.
- (c) The interests and impacts of all legitimate uses and user groups should be considered in the management of all activities in the World Heritage Area, including fishing.
- (d) Both governments will work with stakeholders and the community to encourage innovation and develop and implement best practice standards as they evolve for fishing and the collection of fisheries resources.
- (e) Fishing activities should minimise detrimental impacts on the broader ecosystem and the species and ecological communities within it. Risk analysis, appropriate to the scale of the fishing activities and its potential impacts, should be conducted into the susceptibility of relevant ecosystem components, and appropriate management actions established for various components, according to the level of risk.
- (f) Management of fishing activities should be supported by reliable information appropriate to the scale of fishing activities and its potential impacts. Both governments will collaborate and use their best endeavours to acquire and share information relevant to fishing and the collection of fisheries resources in the World Heritage Area.
- (g) Management must be supported by an effective enforcement and education regime.

### **Coordination**

5. Parties subject to this Schedule will meet as necessary and report to the Australian and Queensland Government Ministers responsible for the Great Barrier Reef on the implementation of the Schedule.

**REEF 2050 WATER QUALITY IMPROVEMENT PLAN 2017-2022**

A pdf version of the Reef 2050 Water Quality Improvement Plan 2017-2022 is available: [Reef 2050 Water Quality Improvement Plan 2017-2022 \(reefplan.qld.gov.au\)](https://reefplan.qld.gov.au)

**REEF 2050 LONG-TERM SUSTAINABILITY PLAN**

A Word and pdf version of the Reef 2050 Long-Term Sustainability Plan 2021-2025 is available:  
[Reef 2050 Long-Term Sustainability Plan \(2021-2025\) - DCCEEW](#)