



MEMORANDUM OF UNDERSTANDING

between

The Commonwealth of Australia

as represented by

THE DEPARTMENT OF FINANCE
ABN 61 970 632 495

and

The Commonwealth of Australia

as represented by

THE NATIONAL EMERGENCY MANAGEMENT
AGENCY
ABN 40 816 261 802

Date

This Memorandum of Understanding (**Memorandum**) is made on [insert Date].

Parties

This Memorandum is between:

1. The Commonwealth of Australia as represented by the Department of Finance (ABN 61 970 632 495) (**Finance**).
2. The Commonwealth of Australia as represented by the National Emergency Management Agency (ABN 40 816 261 802) (**NEMA**).

Background

This Memorandum is made in the following context:

- A. Finance funded and constructed purpose-built quarantine accommodation facilities, known as:

s22



c) the Centre for National Resilience Perth (**CNRP**), located at Corner Gallagher Road, Bullsbrook, Western Australia, 6084

(collectively the **CNRs**).

- B. At the time of this Memorandum, the CNRs are in various stages of management and use as set out in this Memorandum.
- C. This Memorandum establishes a framework to allow for potential use of the CNRs for emergency accommodation by states and territories through NEMA, and for general storage and emergency management stockpile warehousing at CNRM and CNRP by NEMA. This Memorandum sets out the roles and responsibilities of Finance and NEMA including the rules and guiding principles for use of the CNRs, the mechanism for operating the CNRs and establishes a forum for the exchange of views on the operation of the CNRs between NEMA and Finance.
- D. This Memorandum intends to complement the Australian Government Crisis Management Framework and the Australian Government Disaster Response Plan (**COMDISPLAN**) and does not replace any emergency management arrangements.
- E. This Parties do not intend to create any legally binding relationship or legally binding obligations by entering into this Memorandum.
- F. The Parties will at all times act and cooperate in good faith, in accordance with the terms of this Memorandum, and consistent with the spirit and intention of this Memorandum.

1. Interpretation

Definitions

- 1.1. Unless the contrary intention is stated a term in bold type has the meaning shown opposite it:

**Caretaker
(Maintenance)
Services** means the services set out in Schedule 3.

CNR Area means:

s22

(c) in respect of CNRP, the Bullsbrook Training Area, Corner Gallagher Road, Bullsbrook WA 6084

as shown in Schedule 1.

s22

CNRP means the Centre for National Resilience Perth as referred to in Recital A.

CNRs means collectively the s22 and CNRP.

Commencement Date means the date on which the last party signs this Memorandum.

Commonwealth Entity means any 'Commonwealth entity' or 'Commonwealth company', as defined in the *Public Governance, Performance and Accountability Act 2013* (Cth).

Intended Purposes has the meaning given in clause 3.

Memorandum means this Memorandum of Understanding.

MoU means memorandum of understanding.

NEMA Use has the meaning given in clause 5.

Term means the period set out in clause 2.1.

Interpretation

- 1.2. The singular includes the plural.
- 1.3. A reference to one gender includes a reference to all other genders.
- 1.4. Wherever the context permits "NEMA" and "Finance" includes any non-corporate Commonwealth entity which is from time to time responsible for administering this Memorandum.
- 1.5. Any reference in this Memorandum to any statute or regulation includes all amendments and revisions made from time to time to that statute or regulation.
- 1.6. Any variation must be in writing and signed on behalf of each party. The variation will take effect from the date specified in the variation document. This may be done by exchange of letters or counter signing of a memorandum or letter sent by one party to the other.

2. Term

- 2.1. This Memorandum commences on the Commencement Date and continues until terminated by either party by written notice. The Parties will consider the need to review this Memorandum every three years from the date of commencement or as otherwise necessary.

3. Intended Purposes

- 3.1. The parties acknowledge and agree that the CNRs are intended to provide Australia with ongoing capacity for a wide range of short-term uses, including (without limitation) public health emergencies, quarantine, humanitarian efforts and emergency accommodation for communities affected by natural hazard or other disasters including vulnerable Australians (Intended Purposes).
- 3.2. The parties acknowledge that the CNRs are not intended to be used as a correctional detention or incarceration facility, or to provide permanent or long-term housing or accommodation.

4. Current CNR Use and Management

- 4.1. Finance has, or intends to enter into, other arrangements with respect to the use and maintenance of the CNRs.
- 4.2. The parties acknowledge that:

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- e. in respect of the CNRP:
 - i. as at the date of this Memorandum, the CNRP is managed by Finance for the purposes of basic care and maintenance consistent with the Caretaker (Maintenance) Services;
 - ii. Finance is in discussions with the Western Australian Government to establish a framework under which the Western Australian Government may propose potential future uses of the CNRP as required; and
 - iii. Finance will inform NEMA if and when arrangements with the Western Australian Government are finalised.

- 4.3. NEMA will, at its own cost, coordinate and cooperate with all other users or potential users of the CNRs, including any Commonwealth Entity notified to NEMA under clause 4.2(b), the s22 and the Western Australian Government in respect of the use of the CNRs for the Intended Purposes.

5. NEMA Use

- 5.1. During the Term, NEMA may provide written notice to Finance requesting use of a CNR provided such use is consistent with the Intended Purposes (**NEMA Use**), which notice must set out (to the extent possible):
 - a. the CNR requested to be used;
 - b. the proposed use for the CNR Area (or part thereof);
 - c. requested service level phase (see Clause 7.2);
 - d. the part of the CNR Area requested;
 - e. the date on which the CNR Area (or part thereof) is requested;
 - f. the period of time for which the CNR Area (or part thereof) is requested, or if not known, an estimate;
 - g. the range of services which NEMA requests to be provided by a service provider engaged by the Finance during the term of the proposed arrangement;

s22

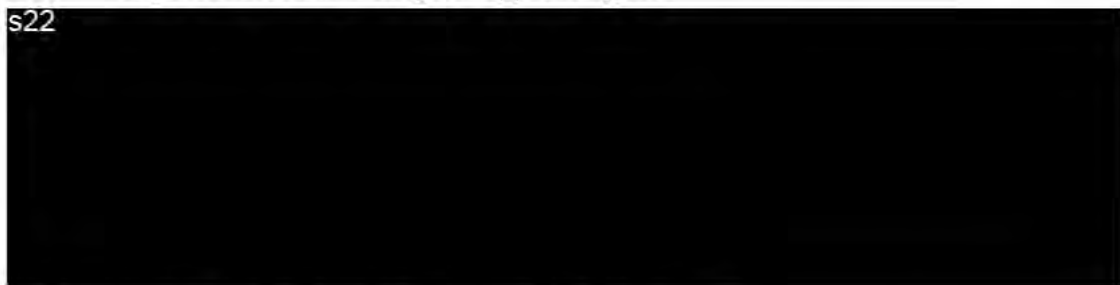


- i. for s22 CNRP, whether the s22 Western Australian governments (as applicable) have been engaged in the request for use

(Request Notice).

- 5.2. For the avoidance of doubt, use of the CNRs (where available) for general storage or emergency management stockpile warehousing is considered consistent with the Intended Purposes.
- 5.3. Acknowledging that a Request Notice may be made in respect of an urgent or emergency situation:
- a. NEMA will provide as much information as possible to Finance in a timely manner to allow Finance to consider the Request Notice (taking into account the prevailing circumstances);
 - b. Finance will consider the Request Notice in a timely manner and determine whether it approves the Request Notice as soon as practicable (taking into account the prevailing circumstances and recognising that Finance may be required to obtain a range of approvals); and

s22

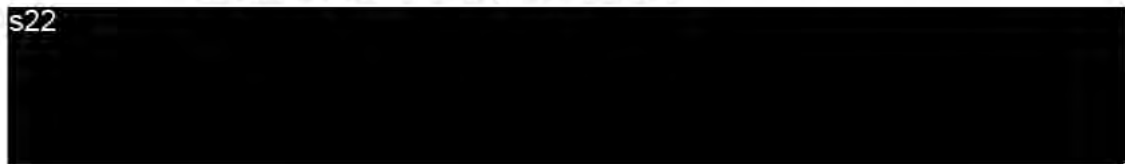


- 5.4. Finance may, in its discretion, approve NEMA's request.
- 5.5. If Finance approval is given, the parties will work together to finalise the details (including any transition-in protocols, scope of the services to be provided by Finance's service provider, reimbursement of costs and other operational details).
- a. Finance may embed a Liaison Officer into the NEMA Crisis Coordination Team or National Situation Room for a period of time to be mutually determined between Finance and NEMA.

6. Reimbursement of Costs

- 6.1. NEMA acknowledges and agrees that:
- a. subject to clause 6.1b, in respect of each CNR, NEMA will reimburse Finance for:
 - i. any services delivered by a service provider engaged by Finance or another Commonwealth Entity for the duration of NEMA's Use excluding Caretaker (Maintenance) Services costs; and
 - ii. any costs or outgoings incurred by Finance or another Commonwealth Entity for the duration of NEMA's Use that are in excess of the Caretaker (Maintenance) Services; and

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- 6.2. Finance will provide NEMA with a schedule of anticipated costs within 28 days of Finance accepting NEMA's Request Notice in accordance with Clause 5.

7. Activating Use of the CNRs – Operational Readiness

- 7.1. NEMA will provide as much information as possible on the level of readiness required for the CNRs ahead of any use request and before the start of the higher risk weather season each year (notionally October – April).
- 7.2. There are four service level phases for activation of the CNRs as set out in Schedule 2. NEMA is to be clear about the service level phase required when use of a CNR is requested, including where any services are not required for NEMA's Intended Purpose.
- 7.3. Schedule 4 sets out the operational readiness of each of the CNRs at the time of this Memorandum.

8. Record keeping, FOI obligations, Privacy obligations

- 8.1. The Parties agree to share any relevant information in areas of mutual interest.
- 8.2. The Parties agree to consider any requests for relevant information and consult the other Party where necessary.
- 8.3. The Parties agree that any information shared under this Memorandum will be used, disclosed and stored in accordance with the Privacy Act, and any other statutory requirements and any other policy requirements of each Party.
- 8.4. The parties acknowledge that they will each have obligations in relation to the maintenance of records and freedom of information requirements.
- 8.5. The parties will respond promptly to requests from the other parties in relation to such matters and to enable the other parties to meet such requirements.

9. Insurances

- 9.1. The parties acknowledge that they are both insured by the Comcover and Comcare Commonwealth insurance schemes.

10. Costs

- 10.1. The parties will each bear their own costs or expenses in relation to the negotiation and completion of this Memorandum.
- 10.2. Any costs and associated funding required by NEMA for operating a CNR are to be agreed and subject to operational requirements.

11. Variation

- 11.1. Changes may be made to this Memorandum by written agreement of both Parties at any time.
- 11.2. Where the Parties mutually determine to vary this Memorandum, any variation will:

- c. Be made jointly by the Parties Be made in writing, in the form of either an exchange or letters or electronic communication confirmed between the Parties; and
- d. Will commence on the date it is signed by both Parties or the date the last Party signs, where the Parties do not sign on the same day.

12. Termination

- 12.1. Either Party may terminate this Memorandum or reduce the scope by providing three months written notice.
- 12.2. Upon a Notice of termination or reduction of scope being given, each Party will:
 - e. Comply with the terms of the Notice;
 - f. Do everything it reasonably can to minimise any loss it suffers (or may suffer) as a consequence; and
 - g. Continue to perform their respective roles and responsibilities under this Memorandum, if any, that remain after it complies with the Notice.
- 12.3. Neither Party is liable for any costs incurred by the other Party, including by way of staff or contractual arrangements through the termination of this Memorandum in accordance with this clause.

13. Contact Officers

- 13.1. The Finance's contact officer for notices in relation to this Memorandum, including requests for use, is:
 - Name: Assistant Secretary, Property Management and Projects Branch
 - Address: 1 Canberra Avenue Forrest ACT 2603 Ph: (02) 6215 3021
 - Email: PropertyPCMT@finance.gov.au
- 13.2. NEMA's contact officer for notices and matters relating to this Memorandum is:
 - Name: National Situation Room
 - Address: Edmund Barton Building, Kings Ave, Barton ACT 2600
 - Email: nsr@nema.gov.au Ph: 1300 243 222 (24/7)

A party may update its contact officer details from time to time.

SIGNED for and on behalf of the Commonwealth
of Australia as represented by the Department
of Finance (ABN 61 970 632 495) by:

(print name and position)

a duly authorised official in the presence of:

Signature of witness

Signature

Name of witness

Position

SIGNED for and on behalf of the Commonwealth
of Australia as represented by the National
Emergency Management Agency (ABN 40 816
261 802) by:

Joe Burfene, Deputy Coordinator General
(print name and position)

a duly authorised official in the presence of:

s22
[Redacted]

Signature of witness

s22
[Redacted]

Signature

s22
[Redacted]

Name of witness

EXECUTIVE SUPPORT

Position OFFICE, EMR GROUP

SCHEDULE 1 CNR AREA

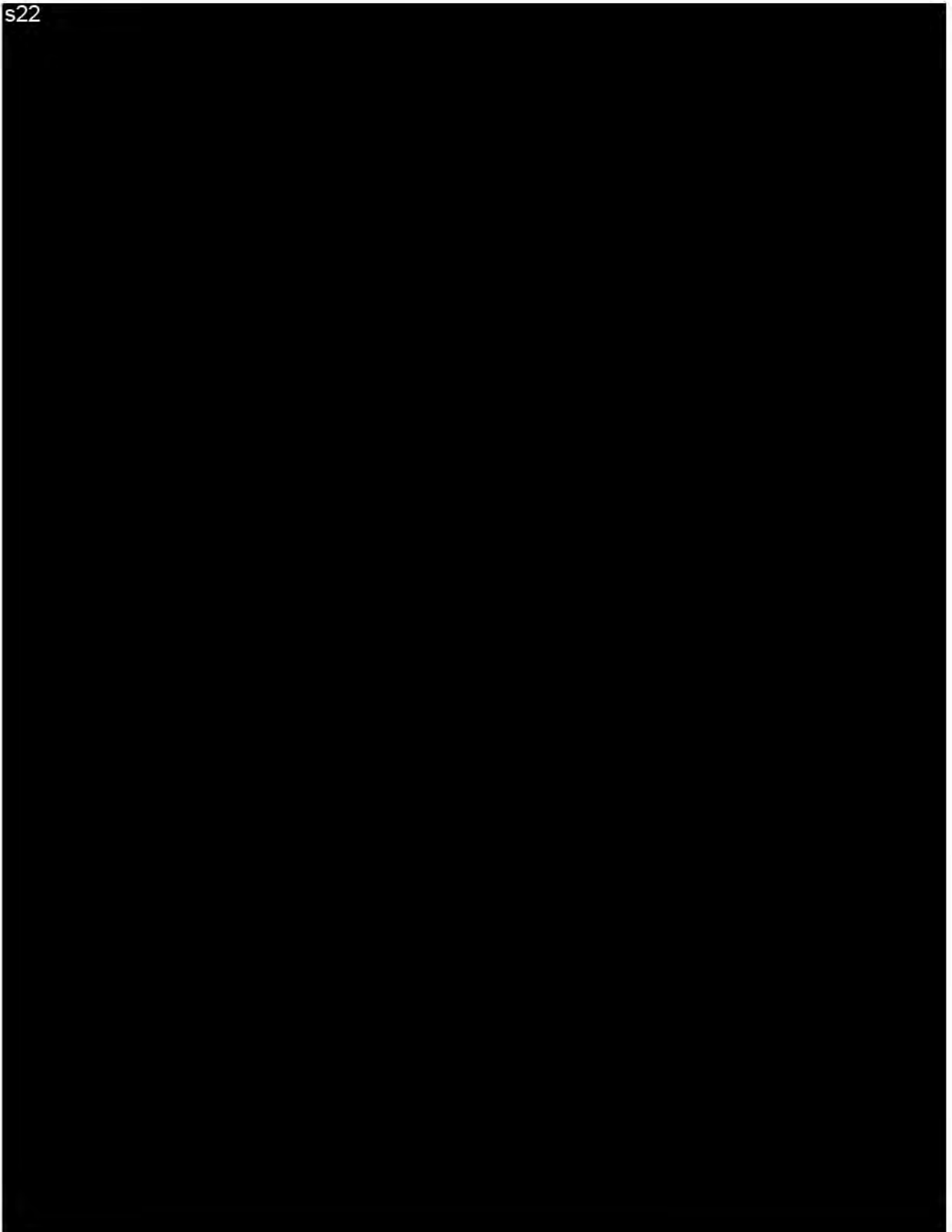
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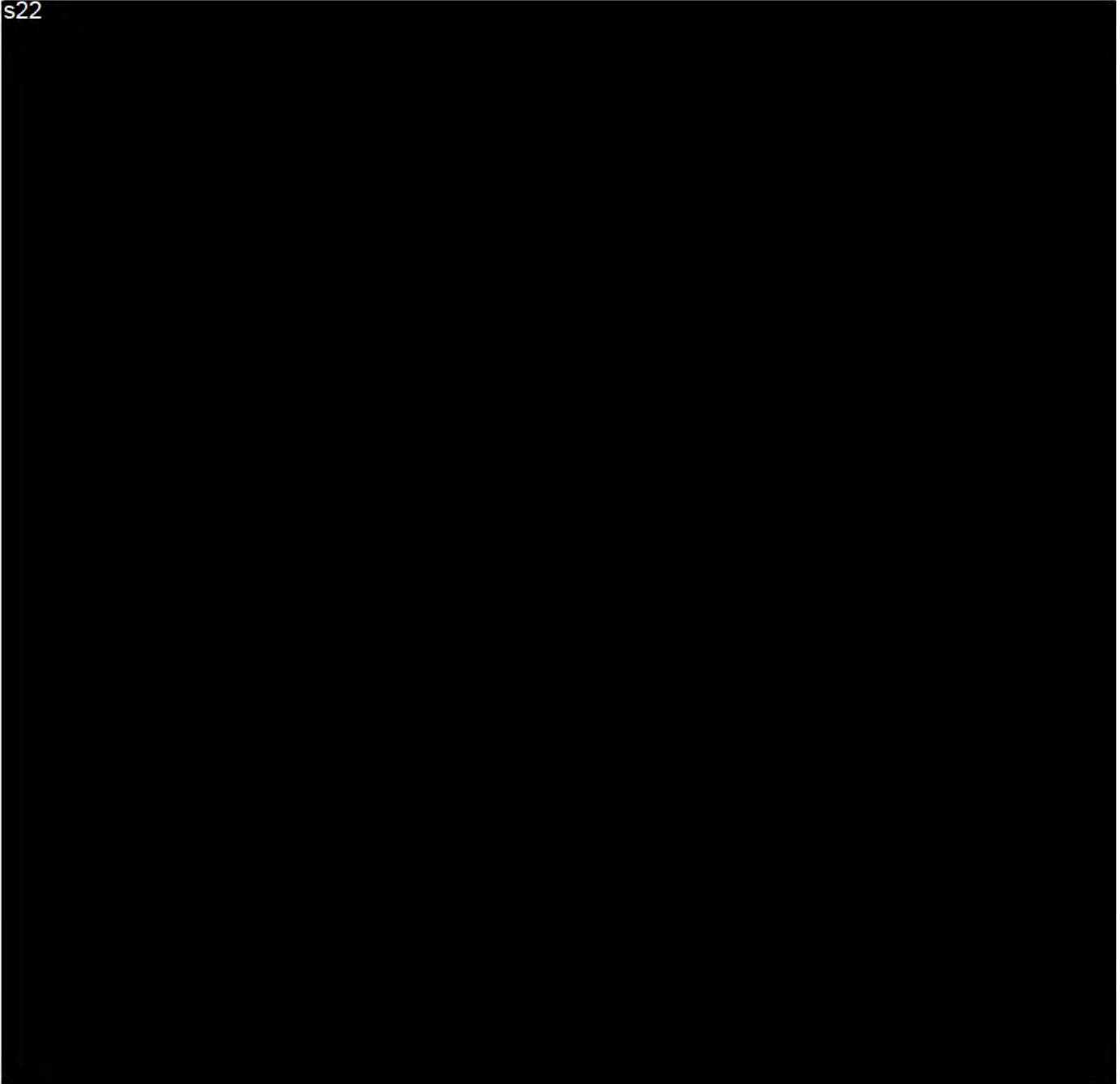
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CNRP Area – Draft Survey Plan



SCHEDULE 2 SERVICE LEVEL PHASES FOR ACTIVATION OF THE CENTRES

The following service level phases are available for the activation of the CNRP s22
for use of the accommodation and central facilities. s22

Detailed elements of each phase can be provided by Finance.

a. Phase 1: Caretaker (Maintenance)

- i. Finance has contracted Ventia to provide the Caretaker (Maintenance) Services which are the services and activities required to maintain the condition of the site at s22 CNRP.
- ii. The facility by default remains in the Caretaker (Maintenance) phase until use of the facility is required. The costs of Caretaker (Maintenance) Services for s22 CNRP are met by Finance.
- iii. Schedule 3 sets out the Caretaker (Maintenance) Services at the facilities.

b. Phase 2: Stand by

- i. Processes and practices are put in place on site and with vendors to enable the site to be ready and respond to an emergency with significantly reduced lead time. The site is not occupied or used for any operational purpose.
- ii. Phase 2 can be activated by NEMA providing a written request to Finance articulating requirements as outlined in Clause 5.1.

c. Phase 3: Baseline Operations

- i. New or increased services activities to deliver all baseline services with a lead time of 4 – 6 weeks to reach full operations. These services are proportionate to the level of occupancy and needs of the licensee / user.
- ii. New or increased services activities to deliver critical services to provide emergency accommodation in urgent circumstances (for example, natural disaster, extreme weather event or international evacuations).
- iii. Phase 3 can be activated by NEMA providing a written request to Finance articulating requirements as outlined in Clause 5.1.

d. Phase 4: Full Operations

- i. All services relating to the operation of the site in addition to the Caretaker (Maintenance) Services.
- ii. Phase 4 can be activated by NEMA providing a written request to Finance articulating requirements as outlined in Clause 5.1.

SCHEDULE 3 CARETAKER (MAINTENANCE) SERVICES AT THE CENTRES

Caretaker (maintenance) services consist of the following key service groups:

1. HVAC repairs and maintenance
2. Waste Removal
3. Cleaning
4. Energy Usage/utilities
5. Fire Protection
6. Pest Control
7. Repairs & Maintenance Electrical including:
 - i. 'Test & Tag' compliance
 - ii. Manufacturers' guidelines
8. Repairs & Maintenance Plumbing
9. Repairs & Maintenance General (including State-Provided FFE)
10. Telstra/network (excluding in relation to the Agency Network Assets)
11. Security including:
 - iii. Network Security
 - iv. Physical Security
 - v. Systems Security
 - vi. Firewall Security(excluding in relation to the Agency Network Assets)
12. Fire Monitoring
13. Roofing Height Safety Systems
14. Engagement of consultants to prepare Bushfire and Vegetation Management Plans and Environmental Plans and compliance with such plans other than as mutually decided between NEMA and Finance Ground/Garden Maintenance
15. Operation and maintenance of Building Management Systems

Inclusions:

Baseline services include:

1. Compliance with all applicable asset Australian Standards and Commonwealth policies including:
 - i. Plant Certification
 - ii. Heritage
 - iii. Contamination
 - iv. Biodiversity
 - v. Bushfire Management
 - vi. Disability Discrimination Act
 - vii. Hazardous Materials
2. Emergency management other than as mutually decided between NEMA and Finance

Exclusions:

Baseline services do not include:

1. Hoteling services such as laundry, catering, housekeeping, and specialist waste removal
2. Operational Compliance and State Policies
 - i. Traffic management Plan
 - ii. Emergency Management Procedures other than as mutually decided between NEMA and Finance
 - iii. Hazardous Chemical Management
 - iv. Workplace Health and Safety Framework
 - v. Risk Management
3. Emergency management as agreed between NEMA and Finance
4. Maintenance of additional assets purchased by the State
5. Capital Works.

SCHEDULE 4 OPERATIONAL READINESS

	s22	CNRP	s22
Operational Readiness Capacity		250 of 500 places (Block B)	
Base Accommodation Furniture, Fixtures and Equipment: (Linen, Crockery, Tables, Chairs, TV, Refrigerator, etc.)		250 places	
Medical Centre		Full Operational Capability	
Laundry		Full Operational Capability	
Kitchen		Full Operational Capability	
Security		Full Operational Capability	
Administration Buildings		Central Administration and Gatehouse FFE provided. Staff blocks no FFE.	
Recreational Spaces		BBQ Area. No FFE for indoor communal recreation space (Staff Blocks)	
s22			