



Australian Government



**Tasmanian
Government**

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF AUSTRALIA

AND

THE CROWN IN RIGHT OF TASMANIA

**TO SUPPORT THE IMPLEMENTATION OF THE NATIONAL
AQUACULTURE STRATEGY ENABLING OFF-SHORE
AQUACULTURE IN ADJOINING COMMONWEALTH WATERS**

PARTIES

The Commonwealth of Australia

And

Crown in Right of Tasmania (the Crown)

Hereinafter referred to individually as “Participant” or collectively as “participants”,

RECITALS

RECOGNISING the desire to unlock the potential of the aquaculture industry,

CONSIDERING the *National Aquaculture Strategy 2017* (the “**Strategy**”) development priorities supporting the growth of a strong, competitive, resilient, profitable and ecologically sustainable national aquaculture industry, specifically promoting an efficient regulatory framework modelled on established best practice that is transparent and removes unnecessary burden on business,

RECOGNISING the Priority Action in the **Strategy** to amend the Commonwealth *Fisheries Management Act 1991* to allow individual jurisdictions to extend their existing aquaculture regulations to cover adjoining Commonwealth Waters,

CONSIDERING the Tasmanian Government’s commitment to the **Strategy** and to sustainable aquaculture, as well as the development of other marine industries,

RECOGNISING the Tasmania commitment for future expansion of salmonid aquaculture into oceanic waters, rather than estuarine water,

RECOGNISING the opportunities of growing the marine aquaculture industries in Tasmania, for example fin fish, seaweed and other species, through utilising Commonwealth waters adjoining Tasmanian State Waters,

AND RECOGNISING the desire by the Participants for a cooperative arrangement to enable and facilitate marine aquaculture industries in Commonwealth waters adjoining Tasmania State Waters, through development of appropriate arrangements focused on streamlined approvals processes,

THE PARTIES HAVE REACHED THE FOLLOWING UNDERSTANDING

1. OBJECTIVE

- 1.1 The objective of this Memorandum of Understanding (‘MOU’) is achieving the goals of the **Strategy** and supporting the growth of strong, competitive, resilient, profitable and ecologically sustainable aquaculture industries in Tasmania through aquaculture in Commonwealth waters adjoining Tasmania State Waters.

2. PURPOSE

- 2.1 The purpose of this MOU is to:
 - a) Provide a framework for mutual understanding between the Participants in the implementation of the **Strategy**; and
 - b) Provide for governance arrangements between the Participants aimed at developing, for consideration by respective Governments, an appropriate

policy framework for efficient and effective regulation and approvals processes enabling sustainable marine aquaculture in Commonwealth waters adjoining Tasmania State Waters.

3. STATUS OF THE MOU

- 3.1 The Participants agree that this MOU is not intended to create any legally binding partnership or any other agreement or arrangement between the Participants, nor are the provisions intended to give rise to legal rights, obligations or liabilities on the part of any Participant.
- 3.2 Nothing in this MOU creates or implies any obligation on the part of any of the Participants to enter into any contract, agreement, commitment or other arrangement whatsoever in relation to the subject matter of this MOU.

4. AREAS OF COOPERATION

- 4.1 The Participants will seek to cooperate to enable and facilitate marine aquaculture in Commonwealth waters adjoining Tasmanian State Waters through –
- 4.1.1 progressing, as a priority, work to facilitate a fisheries management arrangement under the Commonwealth *Fisheries Management Act 1991* and the Tasmanian *Living Marine Resources Management Act 1995* in suitable terms to enable research by the Blue Economy Cooperative Research Centre,
- 4.1.2 consistent with the **Strategy**, working together to develop a policy framework and identify suitable legislative, regulatory and administrative arrangements for sustainable marine aquaculture in Commonwealth waters adjoining Tasmania State Waters,
- 4.1.3 consistent with the **Strategy**, working together to facilitate future aquaculture industry development that realises value to, and benefits, the Tasmanian economy,
- 4.1.4 making best endeavours to amend relevant State and Commonwealth legislation, as required, and
- 4.1.5 seeking to implement arrangements by appropriate instruments including a further Memorandum of Understanding and/or a fisheries management arrangement under the Commonwealth *Fisheries Management Act 1991* and the Tasmanian *Living Marine Resources Management Act 1995*.

5. PUBLICITY

- 5.1 Neither Participant will make any press release or public statement concerning this MOU or details of activities to be undertaken under this MOU except:
- (i) with the prior written consent of the other Participant; or
 - (ii) to the extent required by law.

6. IMPLEMENTATION

- 6.1 The Participants will arrange meetings by mutual consent to review progress with this MOU.
- 6.2 The departments nominated by the Participants as responsible for overseeing the implementation of this MOU as follows:
For the Commonwealth of Australia:
The Department of Agriculture, Water and the Environment
For the Crown in Right of Tasmania:
The Department of Primary Industries, Parks, Water and Environment or such other person notified to the other Participant.
- 6.3 The Participants will work closely together during the term to facilitate achievement of the objective under this MOU.

7. CONFIDENTIAL INFORMATION

- 7.1 Subject to this clause 7, each Participant agrees not to disclose confidential information without the other Participant's prior written consent.
- 7.2 Nothing in clause 7.1 prevents:
- a) a Minister of the Australian Government or of the Tasmanian Government from publishing or disclosing confidential information if that Minister is required to disclose that confidential information to a House or Committee of the Commonwealth Parliament or of the Tasmanian Parliament in order to properly discharge that Minister's duties or responsibilities as a Minister of the Crown or the Commonwealth;
 - b) a Participant from publishing or disclosing the Confidential Information of that Participant;
 - c) a Participant from publishing or disclosing the confidential information of the other Participant to the extent that the publication or disclosure:
 - a. is required by law;
 - b. is made on a confidential basis to the professional advisers of such Participant for the purpose of obtaining professional advice in relation to this MOU or otherwise for the purpose of consulting such professional advisers.

8. DURATION AND TERMINATION

- 8.1 This MOU will come into effect on the date of signature by both Participants and will continue in operation until termination by either Participant giving one month's written notice to the other.

9. MISCELLANEOUS

- 9.1 No partnership or agency**
- a) Nothing contained or implied in this MOU will:

- a. constitute, or be taken to constitute, a Participant to be the partner, agent or legal representative of the other Participant for any purpose;
 - b. create, or be taken to create, a partnership or joint venture; or
 - c. create, or be taken to create, an agency or trust arrangement.
- b) A Participant must not represent or hold itself out to be a partner, joint venturer, agent or representative of the other Participant.

9.2 Amendment

This MOU may only be amended or supplemented in writing signed by the Participants.

9.3 Disclosure

- a) Despite any confidentiality or intellectual property right subsisting in this MOU, a Participant may publish all or any part of this MOU.
- b) Nothing in this clause derogates from a Participant's obligations under the *Personal Information Protection Act 2004 (Tas)* or the *Privacy Act 1988 (Cth)*.

9.4 No interference with executive duties or powers

Nothing in this MOU is intended to prevent, is to taken to prevent, or prevents, the free exercise by the Governor of Tasmania, by any members of the Tasmanian Executive Council, or by an Minister of the Crown, or by a Minister or a representative of the Australian Government of any duties or authorities of his or her office.

9.5 Clauses 7 and 9 survive the termination or expiry of this MOU.

9.6 This MOU may be executed in counterparts.

Executed by the Participants as a non-legally binding MOU on this
2021.

Day of

**For
the Commonwealth of Australia**

**For and on behalf of the Crown in right
of Tasmania**

Senator, the Honourable Jonathon Duniham
Assistant Minister for Forestry and Fisheries

The Honourable Guy Barnett MP
Minister for Primary Industries and Water