

3. **Status of this MOU**

3.1 This MOU is a voluntary statement of the intention of the Parties at the time of signing this MOU, and is not intended to create, and does not create, any legally binding obligations between the parties, nor is this MOU enforceable in any court or tribunal.

4. **Implementation Arrangements**

4.1 This MOU contains the entire agreement between the Parties and replaces all previous agreements, whether oral or in writing with respect to the subject matter of this MOU.

4.2 The Parties agree to implement this arrangement in accordance with the terms and conditions of this MOU.

Interpretation

5. **Definitions**

5.1 In this MOU, unless a contrary intention appears:

Apartment B4 means Apartment B4, Port Road Residential Compound Two, Port Road, Port Moresby, Papua New Guinea.

AFP MOU means the MOU between AFP and OPO as set out in Recital A.

DFAT MOU means the MOU between DFAT and OPO, as set out in Recital B.

Konedobu House means Konedobu House Apartment 20, Konedobu Residential Compound, Champion Parade, Port Moresby, Papua New Guinea.

Party means a party to this MOU.

Tax Invoice means a valid tax invoice under the GST law.

6. **Interpretation**

6.1 In this MOU:

(a) Words importing a gender include any other gender.

(b) Words in the singular number include the plural and words in the plural number include the singular.

- (c) Paragraph headings in this MOU are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.
- (d) In the event of any conflict between the paragraphs of the MOU and any part of schedules and attachments (if any) the paragraphs of the MOU will take precedence.

Operative Provisions

7. Term

- 7.1 This MOU commences on the date upon which the last Party signs this MOU (the 'Effective Date') and will continue until the earlier of:
 - (a) the date upon which the DFAT MOU expires or is terminated;
 - (b) the date upon which the AFP MOU expires or is terminated; or
 - (c) the date upon which the MOU is otherwise terminated in accordance with paragraph 10.
- 7.2 The Parties agree that upon termination of this MOU, the AFP MOU and the DFAT MOU shall also terminate.

8. Residential Arrangements

- 8.1 As of the Effective Date, AFP will be responsible for the obligations, and will obtain the benefits, under the DFAT MOU as though it were named tenant under the DFAT MOU, except in relation to payment of rent which will be payable in accordance with paragraph 9.1.
- 8.2 As of the Effective Date, DFAT will be responsible for the obligations, and will obtain the benefits, under the AFP MOU as though it were named tenant under the AFP MOU, except in relation to payment of rent which will be payable in accordance with paragraph 9.2.

9. Payments

- 9.1 OPO will charge AFP AUD\$119,113.00 per annum, as adjusted in accordance with Item 9 of Schedule [1] of the AFP MOU, which is for subleasing the Port Road Two Apartment B4 property.
- 9.2 OPO will charge DFAT AUD\$125,069.00 per annum, as adjusted in accordance with paragraph 9 of the DFAT AID MOU, which is for subleasing the Konedobu Apartment 20 property.

10. Termination

- 10.1 This MOU may be terminated by either Party on the provision of three (3) months' notice in writing, or otherwise in accordance with any shorter notice period agreed between the Parties.
- 10.2 Where this MOU is terminated, the Parties are to take all reasonable steps to mitigate the impact of the termination, including the following:
- (a) each Party will return to the other any information or property (including intellectual property) or materials obtained from the other Party in connection with this MOU or the relevant Services Schedule(s), unless the Parties otherwise agree in writing;
 - (b) unless otherwise agreed between the Parties, each Party must stop work on the matters described in the relevant Services Schedule(s); and
 - (c) each Party will take all available steps to minimise any loss that results from the expiry or termination.

Payment Provisions

11. Accounts and Records

- 11.1 Where payments are to be made under this MOU, each Party will keep property and detailed accounts and records in relation to the relevant activities services or materials provided, and costs incurred, by it under this MOU.

12. Payments and Invoices

- 12.1 Where an amount becomes payable under this MOU, that payment is to be made within 30 days of receipt of a correctly rendered invoice. However, a Party need not pay an amount disputed by it in good faith until the dispute is resolved.
- 12.2 An invoice is correctly rendered if:
- (a) it identifies this MOU, the activities, services or Materials to which it relates, and correctly calculates the amounts payable in respect of them;
 - (b) it constitutes a valid tax invoice under the GST law; and
 - (c) a person holding the necessary authority has certified that:
 - (i) The invoice has been correctly calculated;

- (ii) The activities, services or materials to which the invoice relates have been carried out or provided in accordance with this MOU; and
- (iii) In the case of reimbursement costs, that those costs have actually been paid.

12.3 Paragraph 12.2(b) does not apply if the GST law does not require a tax invoice to be issued for the supply of those activities, services or materials.

13. Goods and Services Tax

13.1 In this paragraph, "Payments" are amounts payable for the supply of goods, services or other things under this MOU (other than by this paragraph) that are not expressly described as being GST inclusive.

13.2 All Payments are taken to be exclusive of GST unless otherwise indicated on a valid tax invoice under the GST law.

13.3 If GST is imposed on a supply made under this MOU, the recipient must pay the supplier, in addition to the Payment for that supply, and at the time of making that Payment, an amount calculated by multiplying that Payment by the prevailing applicable GST rate under the GST law.

13.4 If a Payment is a reimbursement or indemnification calculated by reference to a loss, cost or expense it has incurred, the Payment will first be reduced by the amount of the input tax credit to which the supplier is entitled for that loss, cost or expense.

14. Review

The Parties will review the MOU on an annual basis.

15. Variations

This MOU may only be varied by written agreement between the Parties.

16. Relocation Costs

DFAT will bear any and all costs relating to the physical relocation of the current occupant (AFP employee) from the Konedobu Apartment 20 property to the Port Road Two Apartment B4 property. The costs covered under this provision include, but are not limited to, the following:

- 16.1 Costs associated with engaging professional removalists to move the current occupant's personal effects and any items owned by the AFP currently located in the Konedobu Apartment 20 property; and

- 16.2 Costs associated with carrying out professional cleaning of both properties upon exit of the current occupant to ensure that both properties are in a clean state prior to handover; and
- 16.3 Costs associated with completion of any repairs or upgrades to the Port Road Two Apartment B4 property to ensure that the property is compliant with security requirements.

17. Property Condition Reports

- 17.1 An inspection of both the Konedobu House property and the Port Road Two property must be completed prior to handover and must be attended by representatives from both parties. A Property Condition Report will be completed for each of the properties and signed by a representative from each of the parties, indicating an agreement on the state of the property on the handover date. The Property Condition Report should include notations and photographs of any existing damage or wear and tear.
- 17.2 The Property Condition Report may be used as a point of reference for the parties in the event of a dispute arising regarding the make good obligations of either party, relating to Item 15 of Schedule 1 of the AFP MOU and the DFAT MOU.

SIGNED for and on behalf of
**The Commonwealth Department of
Foreign Affairs and Trade**
By Stephen Candotti
Consul-General

47E(d)

.....
Signed *[Signature]*
.....
Date *27/11/14*

In the Presence of:

47E(d)

[WITNESS' SIGNATURE]

[PRINTED NAME OF WITNESS]

SIGNED for and on behalf of
The Commonwealth of Australia
as represented by
the Australian Federal Police
By Justin Sawyers
Manager, Commercial Support

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22(1)(a)(ii)

.....
Signed *[Signature]*
.....
Date *26.11.14*

In the Presence of:

22(1)(a)(ii)

[WITNESS' SIGNATURE]

[PRINTED NAME OF WITNESS]



**Commonwealth of
Australia
Overseas Owned
Estate**

**Memorandum of
Understanding**

Residential

**Commonwealth of Australia
Overseas Property Office
Department of Foreign Affairs and Trade
("Owner")**

**Australian Federal Police
("Tenant")**

Port Moresby Port Road Two Apartment B4

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THIS MEMORANDUM OF UNDERSTANDING (MOU) is made on the date in Item 1 of Schedule 1

BETWEEN

COMMONWEALTH OF AUSTRALIA represented by **OVERSEAS PROPERTY OFFICE, DEPARTMENT OF FOREIGN AFFAIRS & TRADE** 255 London Circuit, Canberra City Australian Capital Territory ("Owner")

AND

COMMONWEALTH OF AUSTRALIA represented by **AUSTRALIAN FEDERAL POLICE** in the Australian Capital Territory ("Tenant")

INTRODUCTION

- A. The Owner wishes to record its agreement with the Tenant about appropriate arrangements for occupancy of Commonwealth owned residential premises.
- B. Both the Owner and the Tenant are aware that as both are part of the Commonwealth of Australia they cannot enter into a legally binding agreement with each other. They however intend to act as if the terms of this Memorandum so far as practicable are interpreted in accordance with the general law as if the parties were separate legal entities.
- C. The Commonwealth of Australia owns the premises described in Item 7 of Schedule 1.
- D. The Tenant has agreed to occupy the premises on the terms set out in this Memorandum of Understanding (MOU).

OPERATIVE PROVISIONS

1. DESCRIPTION OF PREMISES

- 1.1 The Owner rents the premises to the Tenant together with the fixtures and fittings set out in Item 3 of Schedule 1 for use as a residence for the term in Item 4 of Schedule 1 starting on the day in Item 5 of Schedule 1.

2. HOW TO READ THIS MOU

2.1 TERMS

Terms in bold type have the meaning shown opposite them.

2.2 DEFINITIONS

Unless the contrary intention appears:

- (1) "**Chosen currency**" means the legal tender of the country named in Item 6 of Schedule 1;
- (2) "**Compound Residence**" means non HOM Residences in the residential compounds at the following posts: Apia; Beijing; Berlin; Hanoi; New Delhi; Paris; Port Moresby (4); Shanghai; Suva and Tokyo;
- (3) "**Managing Agency**" means the agency responsible for the management and administration of an overseas mission as defined in the Prime Minister's Directive on the Guidelines for the Management of the Australian Government Presence Overseas (2007).
- (4) "**Market based rent**" means method for determining market rent set out in Section 4.1 of Schedule 2—Rent Setting Policy for the Commonwealth overseas owned estate (Schedule 2)

- (5) "Owner" includes a Person immediately entitled to the premises on expiry of this MOU and (where consistent with the context) the Owner's executors, administrators, successors, and assigns;
- (6) "Person" includes a body corporate and vice versa;
- (7) "Premises" means those set out in Item 7 of Schedule 1;
- (8) "Rent" means the rent in Item 9 of Schedule 1;
- (9) "Tenant" includes (where consistent with the context) the servants, agents and invitees of the Tenant
- (10) "Term" means the term in Item 4 of Schedule 1 and includes any period during which the Tenant holds over with the Owner's consent;

2.3 INTERPRETATION

- (1) In this Memorandum, unless the context otherwise requires:
 - (a) words importing the singular include the plural and vice versa;
 - (b) words importing a gender include each other gender;
 - (c) headings are for convenience only and will be ignored in construing this memorandum;
 - (d) a reference to this Memorandum includes any schedules or annexures to it.
 - (e) a reference to a thing includes a part of that thing;
 - (f) a reference to a body:
 - (i) which ceases to exist;
 - (ii) whose powers or functions are transferred to another body,
 is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

3. INSPECTIONS

- 3.1 The parties will jointly inspect the Premises and record their condition:
 - (1) at the commencement of this MOU; and
 - (2) at the end of this MOU.

4. TENANT'S COVENANTS

- 4.1 The Tenant must:
 - (1)
 - (a) pay the Rent in Item 9 of Schedule 1 to the Owner in the manner shown in Item 11 of Schedule 1 at the address given by the Owner from time to time.
 - (b) where the MOU commences on a date other than 1 July pay the first pro-rata instalment on the date this MOU commences;
 - (c) where this MOU commences or ends on a day other than the first or the last of a month, pay the first and last instalments apportioned on a daily basis.
 - (d) part year instalments shall be calculated on a daily basis.
 - (2) pay all charges for:
 - (a) electricity consumed;
 - (b) telephone services connected to the Premises;
 - (c) water charges and rates in respect of water consumed on the Premises; and
 - (d) all other charges imposed by any body other than the Owner for the supply of any service separately supplied to the Premises;
 - (3) not alter the Premises in any way without first obtaining the Owner's consent, which will not be unreasonably withheld;
 - (4) keep the Premises in good repair, working order and condition (having regard to their condition at the start of this MOU);

- (5) permit the Owner to enter the Premises for inspection, to carry out repairs, improvements, maintenance, alterations and other work (including work of a structural nature, work that the Owner is required to do under this MOU or by law) at a time agreed by the Tenant (acting reasonably) and if requested by the Tenant in the presence of a representative of the Tenant. The Owner will avoid unduly inconveniencing the Tenant and will not interfere with the Tenant's use and occupation of the Premises more than is reasonably necessary. The Owner will make good any damage caused by exercising this right;
- (6)
- (a) at the expiry of the Term or sooner determination of this MOU:
 - (i) quietly yield up the Premises in good repair and condition (having regard to their condition at the start of this MOU) and excluding fair wear and tear; and
 - (ii) remove all fixtures, fittings, plants, equipment or other articles brought to the premises by the Tenant. If the Tenant in such removal damages the Premises it will immediately make good such damage;
 - (b) if requested by the Owner:
 - (i) restore any alteration to the premises whether or not the Owner has consented to the making of the alterations; and
 - (ii) remove any signs, insignia or flagstaffs installed on the premises or elsewhere in the building by the Tenant and make good any damage or disfigurement caused by this;
- (7) not assign, sublet or otherwise dispose of or in any way part with possession or grant any licence to use the whole or part of the premises without the Owner's written consent. The Owner will not unreasonably withhold its consent. The Tenant may permit usage of the whole or part of the premises for use by other agencies of the Government of the Commonwealth of Australia without breaching this sub clause;
- (8) pay the Rent in the Australian Capital Territory.

4.2 The Tenant is responsible for the matters in Item 15 of Schedule 1 in respect of the Premises.

4.3 Except to the extent that the Tenant has contributed to the cause of the damage, the Tenant is not required to repair:

- (1) damage to any part of the service lines or the structure of the building, of which the Premises form part; and
- (2) damage resulting from fair wear and tear, fire, lightning, storm, flood, tempest, earthquake, water damage, radiation, fusion, explosion or concussion from explosion, impact by vehicles or aircraft or articles dropped from aircraft, termites, structural and inherent defects (whether due to faulty design construction, inadequate supervision, defective or unsuitable materials or other causes), subsidence, extraordinary occurrence which not have been foreseen and which could not have been guarded against, accidents due to natural causes, riot, civil commotion, strikes, enemy action or malicious damage.

5. OWNER'S COVENANTS

5.1 The Owner must:

- (1) keep the Premises and the building of which they form part to the same standard as at the commencement of this MOU, or such other standard agreed in writing at the commencement;
- (2) give the Tenant quiet enjoyment and use of the premises;
- (3) permit the Tenant to bring upon or install in the Premises any container or communications equipment necessary for a diplomatic or consular establishment. The cost of any alterations or additions is to be borne by the Tenant. Where consequential

structural alterations will be required, the Tenant must first obtain the Owner's consent under clause 4.1.3;

- (4) carry out all reasonably necessary internal and external structural repairs to the main walls, roofs, floors, facades, and drains of the Premises and any necessary repairs to the mains and services (gas, water, electricity) promptly on written notice by the Tenant. In doing this the Owner will observe the access restrictions imposed under this MOU;
- (5) permit the Tenant to display by usual means on or in the Premises or in the building signs insignia or flagstuffs. Any such fixtures remain the property of the Tenant;
- (6) if the Premises are only part of a building, maintain any entrances, stairways, passages, lifts, doorways and other common and public parts of the building and its service facilities and conveniences;
- (7) undertake the matters in Item 19 of Schedule 1;
- (8) maintain all mechanical services in proper working condition; and
- (9) give the Tenant access to the Premises at all times.

5.2 Notwithstanding anything else in this MOU the Owner is not obliged to provide security measures.

6. MONTHLY TENANCY

6.1 If the Tenant remains in the premises at the expiry of the Term or sooner determination with the Owner's consent, or the Owner consents to an extension or renewal the Tenant becomes a holdover Tenant and will be invoiced on the same terms and conditions as this MOU.

7. DESTRUCTION OF THE PREMISES

7.1 If, after the commencement of this MOU, the premises or the building of which the premises form part are damaged or destroyed in whole or in part and as a result the Tenant cannot use or gain access to all or any part of the premises then, from the date that the Tenant notifies the Owner of the damage or destruction, the Owner:

- (1) must reduce the rent and any other money owing to the Owner by a reasonable amount depending on the type and extent of damage destruction or inaccessibility; and
- (2) cannot enforce covenants to repair or maintain against the Tenant; until the premises are fit for use and accessible.

7.2 The Tenant may terminate this MOU by notice to the Owner unless the Owner:

- (1) notifies the Tenant within 1 month of the premises or building of which the premises form part being damaged or destroyed that the Owner will reinstate the premises; and
- (2) carries out the reinstatement works within a reasonable time in all the circumstances.

7.3 The Tenant will not be entitled to the rights in clause 7.1 or 7.2 if the damage or destruction was caused by or materially contributed to, or arises from any wilful act of the Tenant.

7.4 If the Owner considers the damage to the premises renders it impractical or undesirable to reinstate the premises it may terminate this MOU by giving the Tenant at least two (2) month's notice ending on any day of the month. At the end of that notice this MOU ends.

7.5 The Owner is not obliged to reinstate the premises or the means of access to them. If the Owner decides not to reinstate it will inform the Tenant by notice in writing and the Tenant may at any time thereafter terminate this MOU by written notice.

7.6 When reinstating the premises, if the Owner wishes to change any aspect of the design, fabric, character or dimensions then the Owner must give the Tenant written notice of such proposed change. If the Tenant is of the reasonable opinion that the change substantially adversely affects the suitability for the Tenant's use, the Owner must not make that change.

7.7 Termination by either party under this clause does not affect either party's rights for breach which had accrued before termination.

8. OPTION TO RENEW

8.1 When does this Clause apply

This Clause applies if "applicable" has been inserted in Item 16 of Schedule 1.

8.2 The Tenant's option

If the Tenant

- (1) wishes to rent the Premises for the further term;
- (2) gives notice to that effect to the Owner not less than six (6) months before the Term expires; and
- (3) has not breached an essential term of this MOU;
- (4) the Owner must agree to rent the Premises by way of an instrument of variation on the same terms as this MOU except that the instrument of variation will be varied as follows:
 - (5) the Term will be as shown in Item 17 of Schedule 1;
 - (6) the rent will be an amount to be determined by following the procedure set out in Clause 9 as if the last day of the Term was a market review date to which that clause applied;
 - (7) this Clause 8 will be omitted from the instrument of variation.

8.3 The instrument of variation template is at Schedule 6 to this MOU.

9. MARKET RENT REVIEW

9.1 When does this Clause apply

Section 5.2.4 of Schedule 2 is applicable where an MOU is signed for three years or longer, or includes an option to renew which might result in an extended agreement. Market rent reviews will occur at three yearly intervals to coincide with the valuation cycle.

- (1) In this clause:
 - (a) "review date" means the date in Item 12 of Schedule 1;
 - (b) "rent period" means the period starting on a review date and ending on the earlier of:
 - (i) the day before the next review date; or
 - (ii) the end of this MOU.
- (2) The Owner must notify the Tenant, within the period starting two (2) months before a review date, of the rent that it considers to be the market rent.

10. EARLY TERMINATION BY TENANT

- 10.1** The Tenant may terminate this MOU by giving the Owner one (1) month's written notice if the Owner has not honoured obligations under subclauses 5.1.4, and 5.1.6.

11. TENANT'S ADDITIONAL RIGHT TO REDUCE THE TERM

11.1 CLOSURE OF POST

If, during the Term of this MOU, the Australian Government severs diplomatic relations with the country in which the premises are located or decides to close the post in the country in which the premises are located, this MOU will extinguish.

11.2 GOVERNMENT POLICY DECISIONS

If in accordance with clause 5.2.6.1 of the Rent Setting Policy, a Machinery of Government (MOG) decision requires the Tenant to withdraw the occupant of the Premises, the MOU will novate to the agency assuming the Tenant's function or if there is no transfer of functions the Tenant may terminate this MOU

- 11.3** A termination pursuant to this clause does not affect either party's rights for breach which had accrued before termination.

12. SERVICE OF NOTICES

- 12.1** Any notice to be given under this MOU is sufficiently served on the Owner if sent by post or left addressed to it at the address shown in this MOU and is sufficiently served on the Tenant if forwarded by post or left addressed to it at the premises. A notice sent by post is deemed to be served two (2) days after the date of posting.

13. APPLICATION OF LAWS AND JURISDICTION

- 13.1** The laws of the Australian Capital Territory will apply to this MOU as regards its formation and interpretation. The courts of the Australian Capital Territory shall have a non-exclusive jurisdiction over the subject matter of this MOU and for all purposes of adjudication between the parties, it is agreed that the land shall be treated as if it were land situated in the Australian Capital Territory.

14. AMENDMENTS

- 14.1** Notwithstanding anything that is written in this MOU, this MOU is amended by the terms in Schedule 3.

EXECUTED AS AN AGREEMENT
SIGNED for and on behalf of the
COMMONWEALTH OF AUSTRALIA

by
OVERSEAS PROPERTY OFFICE –
DEPARTMENT OF FOREIGN AFFAIRS AND TRADE

a duly authorised delegate

in the presence of

47E(d)

Signature

Witness Signature

47E(d)

Print Name

Print Name

A/G DIRECTOR EMS/OPO
Office Held

EMS OFFICER EMS/OPO
Office Held

Date: 29, 6, 17

Date: 29, 6, 17

SIGNED for and on behalf of the
COMMONWEALTH OF AUSTRALIA

by
AUSTRALIAN FEDERAL POLICE

a duly authorised delegate

in the presence of

22(1)(a)(ii)

47E(d)

Signature

Witness Signature

MEL MOORE
Print Name

Team Leader Property Operate
Print Name

MANAGER COMMERCIAL SUPPORT
Office Held

Office Held

Date: 27, 6, 17

Date: 27, 6, 17

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SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT B4

**POST: PORT MORESBY
PROPERTY NUMBER: 07-408
MOU NUMBER: 07-408-019**

Item 1	Date	
Item 2	Tenant	Department of Foreign Affairs and Trade
Item 3	Fixtures & Fittings	Carpets and Window Treatments
Item 4	Term	One (1) Year ending 30 June 2018
Item 5	Starting Date	1 July 2017
Item 6	Country of Chosen Currency	Australia
Item 7	Premises	Apartment B4 Port Road Two Residential Compound Lot 15 Port Road Port Moresby PAPUA NEW GUINEA
Item 8	Car parking spaces: Covered:	Not Applicable
	Uncovered:	Not Applicable
Item 9	Rent Per Annum	AUD \$114,440.00 Effective: 1 July 2017
Item 10	Compound Residence	Yes
Item 11	Manner for payment of rent	Annually in advance on 1 st July
Item 12	Market Rent Review	Not/ Applicable
Item 13	Fixed Rent Increases	Not Applicable
Item 14	Market Review dates during term	Not Applicable
Item 15	Tenants Special Responsibilities	<ul style="list-style-type: none"> • Day to day property management performed by tenant. This <u>may</u> include, subject to any agreement between the Tenant and a third party which has been approved by the Owner, arrangement of all: • Internal and external window cleaning; • Internal and external cleaning; • Security • Snow clearing chemicals; • Swimming pool maintenance and chemicals; • Garden material and labour; • Chimney sweeping and cleaning of the roof and gutter;

		<ul style="list-style-type: none"> • Re-gravelling the footpath; • Maintaining and servicing all light bulbs and fluorescent tubes; • Rubbish removal; • Changing locks on doors and key cutting; • The installation and removal of cable television and radio; • Pest control not of a structural nature; • Cleaning of Carpets and Curtains; • Glass replacement where caused by tenant; • Replacement of tap washers; • Provision of furniture and whitegoods (Non compound residences only. In Compound Residences furniture and whitegoods are provided by the Managing Agency); • Utilities charges; • Batteries for smoke detectors; and • Make good on departure from accommodation.
Item 16	Option to renew	Applicable
Item 17	Further Term	One (1) year commencing 1 July 2018
Item 18	Fixed Rent increases in further term	Not applicable
	Market Review reviews in further term	Not applicable
Item 19	Owner's Special Responsibilities	<ul style="list-style-type: none"> • Repairs and maintenance of building including structural. This includes: • Supply of curtains and replacement where necessary but not less than every ten (10) years; • Supply and replacement of fixed floor coverings but not less than every ten (10) years; • Programmed painting of interior and exterior painted surfaces of the premises not less than every six (6) years; • Programmed replacement of wall paper on papered surfaces not less than every six (6) years; • Maintenance and repairs to HVAC, electricals and hydraulics; • Maintenance of building exterior and facade; • Structural repairs; • Maintenance of building interior including fixtures and fittings; • Battery operated smoke detectors where hard wired smoke detectors are not provided; • Where supplied, maintenance of hard wired smoke detectors; and • Pest control including termite inspection

SCHEDULE 2 – RENT SETTING POLICY

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SCHEDULE 3 - AMENDMENTS

This MOU is amended to include Clause 15 below. The intent of this clause is to allow priority for accommodation in overseas owned residences to be given to agencies with accredited/attached A Based staff. This is in line with the Prime Minister's Directive – Guidelines for Management of the Australian Government Presence Overseas, 2007.. This may require (sufficient) notice to vacate to be given to agencies where a residence is occupied by a non A Based staff if Commonwealth owned accommodation is not available for an agency to accommodate A Based staff.

Clause 15 Priority for owned residential accommodation to be allocated to Agencies of Attached A Based Officers

15.1 The Parties to this MOU acknowledge that preference for allocation be accorded to Agencies that require accommodation for Attached Officers and their families. Where agencies lease residential accommodation for unattached staff residing in Commonwealth-owned residential accommodation, where on recommendation of the post property committee, and after an agreed notice period, the MOU for this accommodation will be terminated, and the residence allocated to an agency for occupation by an accredited A Based officer.

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SCHEDULE 4 – MARKET RENTAL CERTIFICATES and FLOOR PLANS (If Applicable)

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FREEDOM OF INFORMATION ACT 1982

SCHEDULE 5 – RESPONSIBILITIES OF THE PARTIES

Column 1	Column 2
Owner	Tenant
<ul style="list-style-type: none"> • Repairs and Maintenance including: <ul style="list-style-type: none"> (a) regular maintenance and repairs to HVAC, lifts and electricals; (b) maintenance of building exterior and facade; (c) structural repairs; (d) management of building service contracts (excluding cleaning and utilities); (e) provide airconditioned accommodation during working hours, 5 days per week; (f) provide carpets, ceilings and ceiling mounted light fittings; (g) structural pest control including termite inspections; (h) supply of curtains/blinds and replacement where necessary but not less than every 10 years; (i) maintenance of roads, parking and hardstanding areas; (j) water treatment where applicable; (k) sewerage treatment where applicable; (l) assessment of Occupational Health and Safety standards of the base building and consequent works. • Statutory outgoings. 	<ul style="list-style-type: none"> • Day to day property management performed by tenant. This <u>may</u> include, subject to any agreement between the Tenant and a third party which has been approved by the Owner, arrangement of all: <ul style="list-style-type: none"> (a) internal and external window cleaning; (b) internal cleaning; (c) security; (d) swimming pool – day to day maintenance and chemicals; (e) garden material and labour; (f) cleaning of roof and gutter; (g) removal and destruction of office rubbish and waste; (h) changing locks on doors and key cutting; (i) the installation and removal of cable television and radio; (j) non structural pest control; (k) cleaning of carpets and window treatments; (l) glass repairs where damage caused by tenant; (m) replacement of tap washers (n) batteries for smoke detectors; (o) office stores - eg toilet requisitions, linen; and (p) makegood on departure from accommodation. • Utilities charges, power, gas, energy costs, running costs for airconditioners, lifts, etc.) and • Minor maintenance which includes: <ul style="list-style-type: none"> (h) any fitout maintenance • (l) maintaining and servicing all light bulbs and fluorescent tubes.

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SCHEDULE 6 – INSTRUMENT OF VARIATION

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**Commonwealth of
Australia
Overseas Owned Estate
Instrument of Variation
Residential**

**Commonwealth of Australia
Overseas Property Office
Department of Foreign Affairs and Trade
("Owner")**

Australian Federal Police ("Tenant")

**Port Road Two B4
Port Moresby**

The following replacement Schedules form part of the existing Memorandum of Understanding by replacing the current Schedule 1 to reflect the Australian Federal Police exercising the options for a further one (1) year commencing 1 July 2018 at the following properties.

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SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT B44

THIS DOCUMENT IS DECLASSIFIED
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UNDER THE
FREEDOM OF INFORMATION ACT 1982

EXECUTED AS AN AGREEMENT

SIGNED for and on behalf of the
COMMONWEALTH OF AUSTRALIA

by

**OVERSEAS PROPERTY OFFICE –
DEPARTMENT OF FOREIGN AFFAIRS AND TRADE**

a duly authorised delegate

in the presence of

47E(d)
Signature

Witness Signature

47E(d)
Print Name

Print Name

DIR. CPN. PPB. OPO
Office Held

Estate Manager, OPO
Office Held

Date: 28 / 11 / 16

Date: 28 / 11 / 2018

SIGNED for and on behalf of the
COMMONWEALTH OF AUSTRALIA

by

AUSTRALIAN FEDERAL POLICE

a duly authorised delegate

22(1)(a)(ii)

Signature

MEL MOORE
Print Name

M.C.S.
Office Held

Date: 11 / 5 / 18

in the presence of

47E(d)
Witness Signature

47E(d)
Print Name

E.A.
Office Held

Date: 11 / 5 / 18

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SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT A2
POST: PORT MORESBY
PROPERTY NUMBER: 07-408
MOU NUMBER: 07-408-019

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 29 June 2017.

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the following Schedule 1 and in accordance with any variations outlined below:

Item 1	Date	
Item 2	Tenant	Australin Federal Police
Item 3	Fixtures & Fittings	Carpets and Window Treatments
Item 4	Term	One (1) Year ending 30 June 2019
Item 5	Starting Date	1 July 2018
Item 6	Country of Chosen Currency	Australia
Item 7	Premises	Apartment B4 Port Road Two Residential Compound Lot 15 Port Road, Port Moresby, Papua New Guinea
Item 8	Car parking spaces: Covered:	Not Applicable
	Uncovered:	Not Applicable
Item 9	Rent Per Annum	AUD \$114,440.00
Item 10	Compound Residence	Yes
Item 11	Manner for payment of rent	Annually in advance on 1 st July
Item 12	Market Rent Review	Not Applicable
Item 13	Fixed Rent Increases	Not Applicable
Item 14	Market Review dates during term	Not Applicable
Item 15	Tenants Special Responsibilities	<ul style="list-style-type: none"> • Day to day property management performed by tenant. This <u>may</u> include, subject to any agreement between the Tenant and a third party which has been approved by the Owner, arrangement of all: • Internal and external window cleaning; • Internal and external cleaning; • Security • Snow clearing chemicals; • Swimming pool maintenance and chemicals;

		<ul style="list-style-type: none"> • Garden material and labour; • Chimney sweeping and cleaning of the roof and gutter; • Re-gravelling the footpath; • Maintaining and servicing all light bulbs and fluorescent tubes; • Rubbish removal; • Changing locks on doors and key cutting; • The installation and removal of cable television and radio; • Pest control not of a structural nature; • Cleaning of Carpets and Curtains; • Glass replacement where caused by tenant; • Replacement of tap washers; • Provision of furniture and whitegoods (Non compound residences only. In Compound Residences furniture and whitegoods are provided by the Managing Agency); • Utilities charges; • Batteries for smoke detectors; and • Make good on departure from accommodation.
Item 16	Option to renew	Applicable
Item 17	Further Term	One year commencing 1 July 2019
Item 18	Fixed Rent increases in further term	Not applicable
	Market Review reviews in further term	Not applicable
Item 19	Owner's Special Responsibilities	<ul style="list-style-type: none"> • Repairs and maintenance of building including structural. This includes: • Supply of curtains and replacement where necessary but not less than every ten (10) years; • Supply and replacement of fixed floor coverings but not less than every ten (10) years; • Programmed painting of interior and exterior painted surfaces of the premises not less than every six (6) years; • Programmed replacement of wall paper on papered surfaces not less than every six (6) years; • Maintenance and repairs to HVAC, electricals and hydraulics; • Maintenance of building exterior and facade; • Structural repairs; • Maintenance of building interior including fixtures and fittings; • Battery operated smoke detectors where hard wired smoke detectors are not provided; • Where supplied, maintenance of hard wired smoke detectors; and • Pest control including termite inspection

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Commonwealth of
Australia
Overseas Owned Estate

Instrument of Variation

Residential

Commonwealth of Australia
Overseas Property Office
Department of Foreign Affairs and Trade
("Owner")

Australian Federal Police ("Tenant")

Port Road Two B4
Port Moresby

The following replacement Schedules form part of the existing Memorandum of Understanding by replacing the current Schedule 1 to reflect the Australian Federal Police exercising the options for a further 5 days commencing 1 July 2019 at the following properties.

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SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT B44

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EXECUTED AS AN AGREEMENT

SIGNED for and on behalf of the

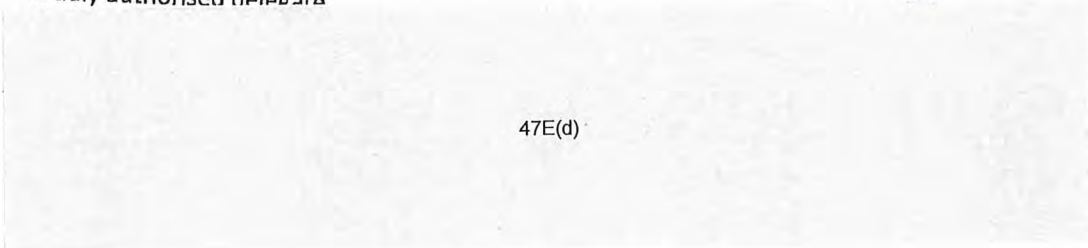
COMMONWEALTH OF AUSTRALIA

by

OVERSEAS PROPERTY OFFICE -

DEPARTMENT OF FOREIGN AFFAIRS AND TRADE

a duly authorised delegate



47E(d)

DIN OPO PPB
Office Held

Estate Manager
Office Held

Date: 31 / 05 / 19

Date: 31 / 5 / 19

SIGNED for and on behalf of the

COMMONWEALTH OF AUSTRALIA

by

AUSTRALIAN FEDERAL POLICE

a duly authorised delegate



22(1)(a)(ii)

Signature

47E(d)

MEL MOORE
Print Name

Print Name

M. I. L.
Office Held

P.O.
Office Held

Date: 24 / 5 / 19

Date: 24 / 05 / 19

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UNDER THE
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SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT B4
POST: PORT MORESBY
PROPERTY NUMBER: 07-408
MOU NUMBER: 07-408-019

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on **29 June 2017**.

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the following Schedule 1 and in accordance with any variations outlined below:

Item 1	Date	
Item 2	Tenant	Australian Federal Police
Item 3	Fixtures & Fittings	Carpets and Window Treatments
Item 4	Term	5 days ending 5 th July 2019
Item 5	Starting Date	1 July 2019
Item 6	Country of Chosen Currency	Australia
Item 7	Premises	Apartment B4 Port Road Two Residential Compound Lot 15 Port Road, Port Moresby, Papua New Guinea
Item 8	Car parking spaces: Covered:	Not Applicable
	Uncovered:	Not Applicable
Item 9	Rent Per Annum	AUD \$94,631.04
Item 10	Compound Residence	Yes
Item 11	Manner for payment of rent	Annually in advance on 1 st July
Item 12	Market Rent Review	Not Applicable
Item 13	Fixed Rent Increases	Not Applicable
Item 14	Market Review dates during term	Not Applicable
Item 15	Tenants Special Responsibilities	<ul style="list-style-type: none"> • Day to day property management performed by tenant. This <u>may</u> include, subject to any agreement between the Tenant and a third party which has been approved by the Owner, arrangement of all: • Internal and external window cleaning; • Internal and external cleaning; • Security • Snow clearing chemicals; • Swimming pool maintenance and chemicals; • Garden material and labour;

		<ul style="list-style-type: none"> • Chimney sweeping and cleaning of the roof and gutter; • Re-gravelling the footpath; • Maintaining and servicing all light bulbs and fluorescent tubes; • Rubbish removal; • Changing locks on doors and key cutting; • The installation and removal of cable television and radio; • Pest control not of a structural nature; • Cleaning of Carpets and Curtains; • Glass replacement where caused by tenant; • Replacement of tap washers; • Provision of furniture and whitegoods (Non compound residences only. In Compound Residences furniture and whitegoods are provided by the Managing Agency); • Utilities charges; • Batteries for smoke detectors; and • Make good on departure from accommodation.
Item 16	Option to renew	Not Applicable
Item 17	Further Term	Not Applicable
Item 18	Fixed Rent increases in further term	Not applicable
	Market Review reviews in further term	Not applicable
Item 19	Owner's Special Responsibilities	<ul style="list-style-type: none"> • Repairs and maintenance of building including structural. This includes: <ul style="list-style-type: none"> • Supply of curtains and replacement where necessary but not less than every ten (10) years; • Supply and replacement of fixed floor coverings but not less than every ten (10) years; • Programmed painting of interior and exterior painted surfaces of the premises not less than every six (6) years; • Programmed replacement of wall paper on papered surfaces not less than every six (6) years; • Maintenance and repairs to HVAC, electricals and hydraulics; • Maintenance of building exterior and facade; • Structural repairs; • Maintenance of building interior including fixtures and fittings; • Battery operated smoke detectors where hard wired smoke detectors are not provided; • Where supplied, maintenance of hard wired smoke detectors; and • Pest control including termite inspection



30031041

TAX INVOICE / ADJUSTMENT NOTE

No: 31496-1113
Date : 21/06/2017
Tenant Code:

All Inquiries To:
47E(d)

ABN 69 008 585 260

PO: 2000105343

Department of Foreign Affairs and Trade
R.G. Casey Building
John McEwen Crescent
Barton ACT. 2600

47E(d)

Tenancy Location

1 – AFP Port Moresby Port Road 2, Apartment B4
Port Moresby SRC Port Road 2
Lot 15, Port Road, Section 12
Port Moresby, National Capital District 121

Date	Description	Period	Currency	Charge	GST	Total
01/07/2017	Base Rent	Jul 01 2017 To Jun 30 2018	AUD	114,440.00	0.00	114,440.00
Total Due 01/07/2017				114,440.00	0.00	114,440.00

REMITTANCE ADVICE - please attach this portion to your payment

REF : 07-408-019

<p>Mail your cheque payment to:</p> <p>Dept of Foreign Affairs and Trade OPO C/- JLL, GPO Box 2068 Canberra, ACT 2601</p>	<p>Banking details for EFT :</p> <p>A/C Name Dept of Foreign Affairs and Trade OPO</p> <p>BSB</p> <p>A/C No 22(1)(a)(ii)</p> <p>Bank</p> <p>Fax Remittance 47E(d)</p> <p>Email 47E(d)</p>	<p>Tenant:</p> <p>Department of Foreign Affairs and Trade R.G. Casey Building John McEwen Crescent Barton ACT. 2600</p> <p>47E(d)</p> <p>Tenancy Location:</p> <p>1 – AFP Port Moresby Port Road 2, Apartment B4 Port Moresby SRC Port Road 2 Lot 15, Port Road, Section 12 Port Moresby, National Capital District 121</p>
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TOTAL DUE 01/07/2017

114,440.00



CON: 2000105344

TAX INVOICE / ADJUSTMENT NOTE

No: 31496-1219
Date : 31/05/2018
Tenant Code:

ABN 69 008 585 260

PO:30031041

All Inquiries To:
47E(d)

Australian Federal Police
Overseas Administration
GPO Box 401
Canberra,ACT 2601
47E(d)

Tenancy Location

1 – AFP Port Moresby Port Road 2, Apartment B4
Port Moresby SRC Port Road 2
Lot 15, Port Road, Section 12
Port Moresby, National Capital District 121

Date	Description	Period	Currency	Charge	GST	Total
01/07/2018	Base Rent	Jul 01 2018 To Jun 30 2019	AUD	114,440.00	0.00	114,440.00
Total Due 01/07/2018				114,440.00	0.00	114,440.00

REMITTANCE ADVICE - please attach this portion to your payment

REF : 07-408-019

<p>Mail your cheque payment to: Dept of Foreign Affairs and Trade OPO C/- JLL, GPO Box 2068 Canberra, ACT 2601</p>	<p>Banking details for EFT :</p> <p>A/C Name Dept of Foreign Affairs and Trade OPO BSB A/C No 22(1)(a)(ii) Bank Fax Remittance 47E(d) Email 47E(d)</p>	<p>Tenant: Australian Federal Police Overseas Administration GPO Box 401 Canberra.ACT 2601 47E(d)</p> <p>Tenancy Location: 1 – AFP Port Moresby Port Road 2, Apartment B4 Port Moresby SRC Port Road 2 Lot 15, Port Road, Section 12 Port Moresby, National Capital District 121</p>
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TOTAL DUE 01/07/2018

114,440.00

Property ID	Functional Location	City	Country	Contract Start Date	Contract End Date	Area (Total Area & Storage Space)	Type	Original currency	FX Conversion - AUD/A\$ Rate as at 13.03.2016	Comment	Original rent as per lease P.A (Local Currency)	402140 - Rent	40000 - Alarm Monitoring	480010 - Cleaning and Maintenance	400040 - Gas	400070 - Light & Power	400000 - Pest Control	400100 - R & M Buildings	400110 - R & M Grounds Upkeep	Total (Non rent GC)	
86567	PORT MORESBY HIGH COMMISSION	PORT MORESBY	PAPUA NEW GUINEA	1/07/2012	30/06/2016	125.3	1	AUD	1	Assumed 3.5% increase on utilities. Market review assumed at 94,016	94,016.00	334,016.00			\$24,890.96					\$76,422.21	
86568	PORT MORESBY HOUSE	PORT MORESBY	PAPUA NEW GUINEA	1/04/2012	30/06/2016	-	-	AUD	1	Assumed 3.5% increase on utilities. Rent increase assumed at 162,406	162,406.00	\$1,075,406.00			\$8,892.72					\$4,096.80	
											\$226,422.00				\$31,983.68					\$2,226.05	
											\$292,233.73										

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