



Australian Government

Partnership between the Government of Australia (GOA) and the Pacific Islands Forum Fisheries Agency (FFA) 2018 – 2028

1. PREAMBLE

- 1.1 This Partnership is between the Government of Australia (GOA) and the Pacific Islands Forum Fisheries Agency (FFA) (the 'Partners') and will cover a 10 year period 2018 – 2028.
- 1.2 The Partnership affirms our shared vision to support regional cooperation in the offshore fisheries sector through the work of the FFA. This will help to ensure that FFA members maximise the long term social and economic benefit from the sustainable use of the region's shared offshore fishery resources, including effective fisheries management, fisheries-related economic development and efforts to combat illegal, unreported and unregulated (IUU) fishing.
- 1.3 This Partnership articulates how the GOA will support the FFA Membership and Secretariat fulfil its mandate as embodied in the FFA Convention and further articulated in the FFA Strategic Plan, which may be updated from time to time.
- 1.4 This Partnership is not governed by international law and does not constitute or create (and is not intended to create) obligations under international or domestic law and will not give rise to legal processes and will not be deemed to constitute or create legally binding or enforceable obligations (express or implied).

2. PRINCIPLES

- 2.1 This Partnership will apply to all fisheries cooperation, development cooperation and related security cooperation arrangements between GOA and FFA that commence after this Partnership comes into effect, and apply to those arrangements that are already in effect as at the date of this Partnership.
- 2.2 The following principles will underpin all aspects of the Partnership between the GOA and the FFA:
 - **A focus on promoting regional cooperation** and responding to the **priority needs** of members;
 - **Alleviating poverty and promoting sustainable development;**
 - **Promoting gender, environmental and cultural sensitivity;**
 - **Mutual respect and responsibility**, including openness to working together and exploring new opportunities, and resolving through open discussion any issues that emerge;
 - **Enhanced donor harmonisation**, including to simplify procedures, reduce the reporting and administration burden, and to avoid duplication;
 - **A focus on results and measuring impact** through joint, regular and evidence-based reviews; and
 - **Visibility and transparency** to maximise communication and awareness.
- 2.3 GOA acknowledges the responsibility of the FFA Secretariat to account for its policies, programs and resource allocation to its members through the Forum Fisheries Committee (FFC).
- 2.4 The FFA acknowledges the responsibility of GOA to account to its Parliament and people on its contributions to fisheries management, regional development and security in the Pacific, including those delivered through FFA processes.

3. OBJECTIVES

3.1 The objectives for the partnership between the FFA and GOA for 2018 – 2028¹ are:

a. Effective and efficient regional service delivery, characterised by:

- prioritised FFA programmes focused on FFA's comparative advantages in the provision of advice and technical services related to the fisheries sector and delivery of agreed development cooperation and related security programs, which will support this work.

b. Robust FFA Secretariat capabilities (people, systems and processes), characterised by a commitment to:

- transparent and sustainable financial budgeting and reporting, which may include relevant cost recovery mechanisms and other revenue measures agreed by members;
- continuous improvement and improved planning at all levels of FFA administration;
- strengthened practices to support FFA's people, systems and processes, including effective and efficient monitoring and evaluation, learning and innovation; and
- articulation and mainstreaming of gender equality and social inclusion principles and practices at FFA's organisational and operational levels.

c. A stronger relationship between GOA and FFA, characterised by:

- predictable, multi-year GOA funding that contributes to priority work identified by members;
- close collaboration on mutual priorities, supported by flexible GOA funding;
- effective and efficient communication and management arrangements;
- an annual bilateral or trilateral consultation that embodies whole-of-agency and whole-of-government perspectives wherever possible.
- a coordinated and coherent approach, including effective information sharing with other CROP and regional agencies, UN partners and other donors taking full account of the Agency's Information Security Management System (ISMS) as may be further amended by Members from time-to-time; and of the directions of the FFC and of the Pacific Islands Forum (PIF) Leaders.

4. COMMITMENTS

4.1 GOA hereby confirms its commitment to:

- provide the FFA Secretariat with predictable funding that meaningfully supports the FFA Secretariat to deliver on its mandate² and drive effective corporate performance;
- support the FFA Secretariat to enhance its capacity and authority amongst members and partners;
- align GOA monitoring and assessment of FFA Secretariat's performance as closely as possible with the FFA's own performance targets, measures and assessment systems; and
- undertake all Partnership management actions efficiently and avoid duplication of processes wherever possible.

4.2 FFA Secretariat hereby confirms its commitment, within its available resources, to:

- continuously monitor and improve its governance, corporate administration, performance assessment capability and capacity to manage risk to deliver on its mandate;
- deliver high quality financial, technical and policy support consistent with its mandate and corporate reform objectives;
- disburse all funds provided by GOA in accordance with the principles, terms and conditions of this Partnership and any relevant subsidiary arrangement and to take all reasonable steps to achieve and demonstrate value for money, in accordance with sound financial and administrative practice; and

¹ These objectives may be reviewed (and updated if necessary) through the High Level Consultation mechanism, including after review of the *FFA Strategic Plan*

² As articulated in the South Pacific Fisheries Agency Convention, FFA Strategic Plan, Statement of Intent and Annual Work Plan and Budget

- deliver an integrated regional response to common challenges through strong CROP and regional agency cooperation and collaboration where appropriate, including in respect of information sharing as described in 3.1 (c) above.

4.3 Partners resolve to:

- work to realise the ambition of the FFA Strategic Plan and other relevant frameworks such as the regional Roadmap for Sustainable Pacific Fisheries;
- advance the goals of regional integration³, economic growth and sustainable development in accordance with the decisions and priorities determined by FFA members;
- work together to support FFA Secretariat's corporate objectives and reforms;
- promote a more streamlined approach to Partnership programme and project funding;
- meet regularly and in timely fashion, including on an informal basis, to share relevant information, discuss any performance concerns, and resolve issues through effective dialogue; and
- participate, as appropriate in reviews of each other's programs to gain a better understanding of work undertaken and lessons learned.

5. PARTNERSHIP PRIORITIES

5.1 The GOA and the FFA Secretariat will address the following priorities through this Partnership:

- **Fisheries Cooperation** – Partners will work together to implement the Annual Work Program and Budget which represents the costed work plan of the annual Statement of Intent. This will encompass priorities identified within the *Regional Roadmap for Sustainable Pacific Fisheries* and will include regional collaboration as a means to mitigate risks and promote sustainable returns from the region's fisheries. Partners recognise that strategies targeting subregional cooperation and reflecting national circumstances will be important influences on this work. The Partners may advocate for the implementation of effective Harvest Strategies, including within the WCPFC, to help address long-term sustainability in Pacific fisheries. Partners will prioritise measures to address Illegal, Unreported and Unregulated (IUU) fishing and to promote effective monitoring, control and surveillance (MCS).
- **Development Cooperation** – Partners recognize the role of sustainable fisheries in promoting broad-based economic development, strengthening global food security, improving nutrition and in providing pathways out of poverty. Within the context of sustainable management, Partners will work together to help secure and increase domestic revenue from fishing operations to Forum island economies and promote the role of the private sector in development. Partners will promote gender equality and empowerment of women as active and equal participants in the fisheries sector. Partners will undertake all Partnership management actions efficiently and avoid duplication of processes wherever possible.
- **Security Cooperation** – Partners will continue to work together to help build the capacity of the FFA Secretariat and members at the operational and strategic level, including to strengthen Maritime Domain Awareness⁴ and to better enable FFA members to enforce laws and protect their sovereignty. Partners will respect the requirements of the FFA Information Security Management System (ISMS) as agreed by the Forum Fisheries Committee, including in the sharing of information with members and other regional organisations to address common security challenges. The FFA Secretariat may use its regional engagement and its MCS capacities and technologies to help enhance the overall security of its member's maritime domains as directed by its membership.

5.2 The Partners intend that the scope of this Partnership will remain flexible over its life, able to incorporate new priorities that may be developed incrementally over time. Any amendments will be included in the Partnership by an amendment in writing signed by the GOA and FFA Secretariat.

³ 'regional integration', as per the *Framework for Pacific Regionalism*, includes different forms of collective action ranging from coordination to admin/legal/institutional integration that work in support of deeper regionalism as appropriate to the situation and issue at hand

⁴ Maritime Domain Awareness as defined and discussed within relevant FFC documentation.

6. GOVERNANCE, MANAGEMENT AND REVIEW

- 6.1 Australia's Departments of Agriculture and Water Resources (DAWR) and Foreign Affairs and Trade (DFAT), or their successors, will have joint responsibility for the administration of the Partnership on behalf of GOA.
- 6.2 In consultation with DAWR, DFAT and the FFA Secretariat, the relevant GOA portfolios and the FFA Secretariat may enter into arrangements under this Partnership to give effect to the objectives and priorities of the Partnership.
- 6.3 An important mechanism for GOA engagement with the FFA Secretariat is the High Level Consultations (HLC). These HLCs are planned to take place at least annually between senior officials of GOA and FFA and may include senior officials of the New Zealand government in a Trilateral format. These HLCs will:
- (a) provide an opportunity to discuss current and emerging fisheries and relevant strategic issues within the FFA's mandate and formulate appropriate responses;
 - (b) review progress and challenges in meeting the priority outcomes specified in the Partnership, including in relation to FFA Secretariat efficiency and effectiveness and GOA engagement;
 - (c) review the FFA's Work Program and Budget, including in relation to inputs from GOA and donor partners;
 - (d) review, as necessary, any major risks associated with FFA Secretariat programmes and/or projects funded by GOA, or more generally;
 - (e) informally review the performance and ongoing value of this Partnership;
 - (f) (In Trilateral format) permit effective coordination and response to key donor partner interests.
- 6.4 All key decisions relating to the Partnership will be recorded and approved by both Partners, as incorporated into normal business practices wherever possible.
- 6.5 FFA Secretariat senior executive will seek to make at least one visit to Canberra each financial year to meet with relevant GOA agencies operating under this Partnership to discuss priority areas for cooperation outlined in paragraph 5.1, including but not limited to DAWR, DFAT, Department of Defence and the Australian Fisheries Management Authority. This will be coordinated by the focal points identified in paragraph 6.5.
- (a) GOA Portfolio agencies will also meet with the FFA Secretariat as needed to discuss specific issues as they arise. Where possible, meetings will be streamlined to maximize efficiency and cost effectiveness for both Partners.
- 6.6 GOA designates the Director, Multilateral and Migratory Stocks, DAWR, or their delegate, and the Director, Fisheries and Environment, DFAT, or their delegate, and as joint focal points between FFA and GOA stakeholders. In FFA, the focal points will be the Deputy Director General and the Director Corporate Services or their delegates. These focal points will not be to the exclusion of day-to-day business between relevant contacts of both the GOA and the FFA Secretariat, including at a more senior level. They will seek to add consistency to mutual engagement and to trouble-shoot any issues that arise in the Partnership or within the regional program of work.
- 6.7 GOA (or DAWR/DFAT as the GOA representatives) will facilitate information sharing with GOA stakeholders and consult on joint FFA-GOA priorities and objectives as required.

7. LEVELS AND FORMS OF DEVELOPMENT AND OTHER FINANCIAL ASSISTANCE

- 7.1 Through this Partnership, GOA commits to provide FFA Secretariat with predictable, multi-year financing, subject to positive Partnership progress and appropriation of required funding in Australia's national budget each year.
- 7.2 Core budget funding will be provided under a multi-year financing Grant Arrangement of four financial (July – June) years (Core Budget Grant Arrangement). The Core Budget Grant Arrangement will be implemented in accordance with this Partnership and evaluated pursuant to the Performance Framework at Schedule A.

- 7.3 Financial contributions outside core budget funding made under this Partnership from GOA to the FFA Secretariat (extra-budgetary support for project specific activities or other forms of supplementary financial or in-kind support) may be through the use of a Grant Arrangement in the form at Schedule B or another arrangement as deemed appropriate and acceptable to all participants.
- 7.4 The FFA Secretariat undertakes to report on the use of core and extra-budgetary funding, in accordance with the conditions set out in the FFA Corporate Governance Policy and embodied in the work and practice of the FFA Audit Committee and the Forum Fisheries Committee, including in respect of external auditing.
- 7.5 The FFA Secretariat will provide narrative and financial reporting on core and extra-budgetary funding to GOA and other members through the Forum Fisheries Committee reporting processes. Narrative and financial reporting on extra-budgetary funding will be in accordance with the relevant extra-budget Grant Arrangements, noting the commitment to simplify procedures, reduce the reporting and administration burden, and to avoid duplication.
- 7.6 The FFA Secretariat's annual budget to the Forum Fisheries Committee will identify GOA's financial contribution to core and extra-budget funding, and in-kind support through narrative as appropriate.
- 7.7 The commitments above are aimed at reducing transaction costs, improving efficiency and promoting effective cooperation. They are intended to help provide the FFA with the resources it needs for continuous and proactive improvement of its corporate systems to promote efficiency, and to continue to harmonise with other CROP organisations where such opportunities exist.

8. PERFORMANCE ASSESSMENT AND REPORTING

- 8.1 GOA and the FFA Secretariat will work to ensure that reporting provided to GOA aligns with and supports FFA Secretariat systems and processes
- 8.2 The Performance Framework at Schedule A provides the basis on which Partnership progress will be monitored by both Partners, reviewed jointly, and amended accordingly at HLC or related meetings. As far as possible, these indicators align with existing indicators within the FFA Secretariat and GOA. Any performance review by both Partners will also take account of the findings of progress reports and reviews undertaken during the Partnership (at activity, sector, corporate, country or regional levels), as well as relevant independent research or other studies.
- 8.3 Australia's contribution and alignment to Partnership objectives and targets will also be assessed and reported periodically. Such reviews will be undertaken in cooperation and consultation with FFA Secretariat.
- (a) Arrangements entered into in accordance with paragraphs 6.2 and 7.3 above may include additional assessment and reporting frameworks, but will be streamlined with those of the FFA Secretariat where possible.

9. COMMENCEMENT DATE, TERM AND AMENDMENTS

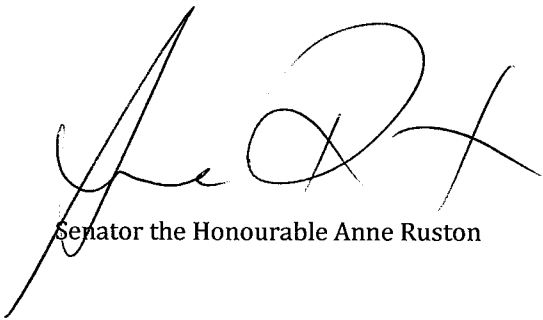
- 9.1 This Partnership comes into effect on the date of its signature. The initial period of effect is ten (10) years. Thereafter it will be renewed for subsequent periods of ten (10) years unless either FFA Secretariat or GOA gives written notice, at least (6) months before the expiry of a period of effect, of its desire to terminate the Partnership. Subsidiary arrangements as articulated in paragraph 6.2 above will remain in place until their natural conclusion.

9.2 This Partnership may be revised at any time by an amendment in writing signed by GOA and the FFA Secretariat.

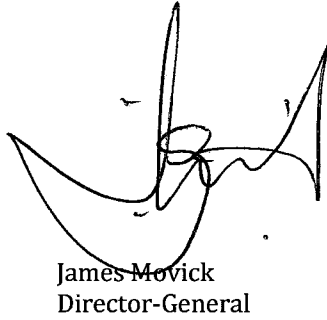
Signed on fourth day of July 2018

For the Government of Australia

For the Pacific Islands Forum Fisheries Agency



Senator the Honourable Anne Ruston



James Movick
Director-General

Schedules

- A. Performance Assessment Framework
- B. Grant Arrangement Template