



Commonwealth of
Australia
Overseas Owned Estate
Instrument of Variation
Residential

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

Department of Foreign Affairs and Trade
FMB
("Tenant")

This Instrument of Variation made on the day of 201

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

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

VARIATIONS

The following Schedule 1's are added to the existing DFAT Residential MOU.

s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

VARIATIONS (Continued)

The following Schedule 1's are added to the existing DFAT Residential MOU.

s. 22(1)(a)(ii)

Port Moresby Apartment A1 – MOU 343

s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

VARIATIONS (Continued)

The following Schedule 1's are added to the existing DFAT Residential MOU,

s. 22(1)(a)(ii)

All other Clauses and Schedules remain unchanged.

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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
s. 22(1)(a)(ii)

in the presence of

☒ Office Held

Date: 15 / 10 / 2012

Office Held

Date: 15 / 10 / 2012

SIGNED for and on behalf of the
COMMONWEALTH OF AUSTRALIA

by

DEPARTMENT OF FOREIGN AFFAIRS AND TRADE

a duly authorised delegate
s. 22(1)(a)(ii)

)
)
)

in the presence of

Date: 12 / 10 / 2012

Date: 12 / 10 / 2012

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SCHEDULE 1 – PORT MORESBY APARTMENT A1

POST: PORT MORESBY
PROPERTY NUMBER: 10407700
MOU NUMBER: 343

Item 1	Date	
Item 2	Tenant	Finance Management Branch Department of Foreign Affairs
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	Four (4) Years ending 30 June 2016
Item 5	Starting Date	1 July 2012
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment A1, Port Road Residential Compound Two, Port Road, Port Moresby, PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$66,807.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
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Item 14		
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SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT A1
POST: PORT MORESBY
MOU NUMBER: 343

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 15 October 2012.

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	28/6/16
Item 2	Tenant	Department of Foreign Affairs and Trade
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	1 July 2016 to 30 June 2017
Item 5	Starting Date	1 July 2016
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment A1, Port Road Two Residential Compound Port Road, Port Moresby, PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$105,637.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		

SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT A1
POST: PORT MORESBY
MOU NUMBER: 343

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 15 October 2012 and subsequently varied 28 June 2016.

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	17/3/2017
Item 2	Tenant	Department of Foreign Affairs & Trade
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	One (1) Year ending 30 June 2018
Item 5	Starting Date	1 July 2017
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment A1 Port Road Two Residential Compound Port Road, Port Moresby, Papua New Guinea
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$105,637.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
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Item 15		

SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT A1
POST: PORT MORESBY
PROPERTY NUMBER: 07-408
MOU NUMBER: 07-408-001

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on **15 October 2012** and subsequently varied **28 June 2016** and **17 March 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	Department of Foreign Affairs & Trade
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	One (1) Year ending 30 June 2019
Item 5	Starting Date	1 July 2018
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment A1 Port Road Two Residential Compound Port Road, Port Moresby, Papua New Guinea
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$105,637.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
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Item 13		
Item 14		
Item 15		



Commonwealth of
Australia
Overseas Owned Estate
Instrument of Variation
Residential

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

Department of Foreign Affairs and Trade
FMB
("Tenant")

This Instrument of Variation made on the day of 201

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

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

VARIATIONS

The following Schedule 1's are added to the existing DFAT Residential MOU.

s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

VARIATIONS (Continued)

The following Schedule 1's are added to the existing DFAT Residential MOU.

s. 22(1)(a)(ii)

Port Moresby Apartment A2 – MOU 344

s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

VARIATIONS (Continued)

The following Schedule 1's are added to the existing DFAT Residential MOU.

s. 22(1)(a)(ii)

All other Clauses and Schedules remain unchanged.

Page redacted

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

s. 22(1)(a)(ii)

in the presence of

Date: 15 / 10 / 12

Date: 15 / 10 / 12

SIGNED for and on behalf of the

COMMONWEALTH OF AUSTRALIA

by

DEPARTMENT OF FOREIGN AFFAIRS AND TRADE

a duly authorised delegate

s. 22(1)(a)(ii)

in the presence of

Date: 12 / 10 / 2012

Date: 12 / 10 / 2012

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SCHEDULE 1 – PORT MORESBY APARTMENT A2

POST: PORT MORESBY
PROPERTY NUMBER: 10407700
MOU NUMBER: 344

Item 1	Date	
Item 2	Tenant	Finance Management Branch Department of Foreign Affairs
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	Four (4) Years ending 30 June 2016
Item 5	Starting Date	1 July 2012
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment A2, Port Road Residential Compound Two, Port Road, Port Moresby, PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$66,807.00
Item 10	s. 22(1)(a)(ii)	
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SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT A2
POST: PORT MORESBY
MOU NUMBER: 344

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on **15 October 2012**.

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	28/6/16
Item 2	Tenant	Department of Foreign Affairs and Trade
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	1 July 2016 to 30 June 2017
Item 5	Starting Date	1 July 2016
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment A2, Port Road Two Residential Compound Port Road, Port Moresby, PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$105,637.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		

SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT A2
POST: PORT MORESBY
MOU NUMBER: 344

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 15 October 2012 and subsequently varied 28 June 2016.

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	17/3/2017
Item 2	Tenant	Department of Foreign Affairs & Trade
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	One (1) Year ending 30 June 2018
Item 5	Starting Date	1 July 2017
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment A2 Port Road Two Residential Compound Port Road, Port Moresby, Papua New Guinea
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$105,637.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
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SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT A2
POST: PORT MORESBY
MOU NUMBER: 07-408-002

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on **15 October 2012** and subsequently varied **28 June 2016** and **17 March 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	Department of Foreign Affairs & Trade
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	One (1) Year ending 30 June 2019
Item 5	Starting Date	1 July 2018
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment A2 Port Road Two Residential Compound Port Road, Port Moresby, Papua New Guinea
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$105,637.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		



Commonwealth of Australia Overseas Owned Estate

Memorandum of Understanding

Residential

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

**Department of Foreign Affairs and Trade
("Tenant")**

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s. 22(1)(a)(ii)

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s. 22(1)(a)(ii)

SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT A3	81
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s. 22(1)(a)(ii)

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** R G Casey Building, John McEwen Crescent Barton in the Australian Capital Territory ("Owner")

AND

COMMONWEALTH OF AUSTRALIA represented by **DEPARTMENT OF FOREIGN AFFAIRS & TRADE** R G Casey Building, John McEwen Crescent Barton 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 [s. 22\(1\)\(a\)\(ii\)](#) 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:

[s. 22\(1\)\(a\)\(ii\)](#)

- (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;

s. 22(1)(a)(ii)

- (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.

s. 22(1)(a)(ii)

4. TENANT'S COVENANTS

4.1 The Tenant must:

- (1)
- (a) pay the Rent in Item 9 of Schedule 1 to the Owner s. 22(1)(a)(ii)

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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
s. 22(1)(a)(ii)

in the presence of

Date: 4 / 5 / 2012

Date: 4 / 5 / 12

SIGNED for and on behalf of the
COMMONWEALTH OF AUSTRALIA

by

DEPARTMENT OF FOREIGN AFFAIRS AND TRADE

a duly authorised delegate
s. 22(1)(a)(ii)

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)
)
in the presence of

Date: 3 / 5 / 2012

Date: 3 / 5 / 2012

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SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT A3

POST: PORT MORESBY
 PROPERTY NUMBER: 10407700
 MOU NUMBER: 63233

Item 1	Date	3 May 2012
Item 2	Tenant	Finance Management Branch Department of Foreign Affairs
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	Four (4) years and Four months (4) ending 30 June 2016
Item 5	Starting Date	1 March 2012
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment A3, Port Road Residential Compound Two, Port Road, Port Moresby, PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$60,661.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
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SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT A3
POST: PORT MORESBY
MOU NUMBER: 63233

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 3 May 2012.

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	28/6/16
Item 2	Tenant	Department of Foreign Affairs and Trade
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	1 July 2016 to 30 June 2017
Item 5	Starting Date	1 July 2016
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment A3, Port Road Two Residential Compound Port Road, Port Moresby, PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$105,637.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		

SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT A3
POST: PORT MORESBY
MOU NUMBER: 63233

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 3 May 2012 and subsequently varied 28 June 2016.

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	17/3/2017
Item 2	Tenant	Department of Foreign Affairs & Trade
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	One (1) Year ending 30 June 2018
Item 5	Starting Date	1 July 2017
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment A3 Port Road Two Residential Compound Port Road, Port Moresby, Papua New Guinea
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$105,637.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
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Item 13		
Item 14		
Item 15		

SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT A3

POST: PORT MORESBY

PROPERTY NUMBER: 07-408

MOU NUMBER: 07-408-003

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on **3 May 2012** and subsequently varied **28 June 2016** and **17 March 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	Department of Foreign Affairs & Trade
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	One (1) Year ending 30 June 2019
Item 5	Starting Date	1 July 2018
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment A3 Port Road Two Residential Compound Port Road, Port Moresby, Papua New Guinea
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$105,637.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
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Item 14		
Item 15		



Commonwealth of Australia Overseas Owned Estate

Memorandum of Understanding

Residential

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

Department of Defence (DCP)

("Tenant")

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s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

SCHEDULE 1 – PORT MORESBY APARTMENT A4 PORT ROAD TWO 29

s. 22(1)(a)(ii)

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** R G Casey Building, John McEwen Crescent Barton in the Australian Capital Territory ("Owner")

AND

COMMONWEALTH OF AUSTRALIA represented by **DEPARTMENT OF DEFENCE** 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 [s. 22\(1\)\(a\)\(ii\)](#) 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:
[s. 22\(1\)\(a\)\(ii\)](#)

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s. 22(1)(a)(ii)

- (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;

s. 22(1)(a)(ii)

- (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.

s. 22(1)(a)(ii)

4. TENANT'S COVENANTS

4.1 The Tenant must:

- (1)
 - (a) pay the Rent in Item 9 of Schedule 1 to the Owner s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

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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
s. 22(1)(a)(ii)

in the presence of

Date: 19 / 9 / 2012

Date: 19 / 9 / 2012

SIGNED for and on behalf of the
COMMONWEALTH OF AUSTRALIA

by

DEPARTMENT OF DEFENCE

a duly authorised delegate
s. 22(1)(a)(ii)

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in the presence of

Date: 13 / SEP / 2012

Date: 13 / 9 / 2012

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SCHEDULE 1 – PORT MORESBY APARTMENT A4 PORT ROAD TWO

POST: PORT MORESBY
 PROPERTY NUMBER: 10407700
 MOU NUMBER: 63136

Item 1	Date	
Item 2	Tenant	Department of Defence
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	Four (4) years and Three (3) months ending 30 June 2016
Item 5	Starting Date	1 April 2012
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Port Road, Compound Two, Port Road, Port Moresby, PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	\$60,661.00
Item 10	s. 22(1)(a)(ii)	
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SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT A4

POST: PORT MORESBY
MOU NUMBER: 63136

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 19 September 2012.

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

Item 1	Date	17 June 2016
Item 2	Tenant	Department of Defence
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	One (1) years ending 30 June 2017
Item 5	Starting Date	1 July 2016
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment A4 Port Road Two Residential Compound Port Moresby PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$105,637.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
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Item 13		
Item 14		
Item 15		

SCHEDULE 1 – PORT ROAD TWO APARTMENT A4
POST: PORT MORESBY
MOU NUMBER: 63136

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 19 September 2012. subsequently varied and signed 17 June 2016.

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	9 JAN 17
Item 2	Tenant	Department of Defence
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	One (1) Year ending 30 June 2018
Item 5	Starting Date	1 July 2017
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment A4 Port Road Two Residential Compound Port Moresby PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$105,637.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		



Commonwealth of Australia Overseas Owned Estate

Memorandum of Understanding

Residential

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

**Department of Foreign Affairs and Trade
FMB
("Tenant")**

Apartment A5 Port Road 2 Port Moresby

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8. OPTION TO RENEW	5
9. MARKET RENT REVIEW	5
10. EARLY TERMINATION BY TENANT	6
11. TENANT'S ADDITIONAL RIGHT TO REDUCE THE TERM	6
12. SERVICE OF NOTICES	6
13. APPLICATION OF LAWS AND JURISDICTION	6
14. AMENDMENTS	6

SCHEDULE 1 – PORT MORESBY APT 10 PORT ROAD ONE... ERROR! BOOKMARK NOT DEFINED.

s. 22(1)(a)(ii)

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 in the Australian Capital Territory ("Owner")

AND

COMMONWEALTH OF AUSTRALIA represented by **DEPARTMENT OF FOREIGN AFFAIRS & TRADE** RG Casey Building, John McEwen Crescent Barton 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 [s. 22\(1\)\(a\)\(ii\)](#) 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:

[s. 22\(1\)\(a\)\(ii\)](#)

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- (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;

s. 22(1)(a)(ii)

- (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.

s. 22(1)(a)(ii)

4. TENANT'S COVENANTS

4.1 The Tenant must:

- (1) (a) pay the Rent in Item 9 of Schedule 1 to the Owner s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

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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
s. 22(1)(a)(ii)

in the presence of

Date: 14 / 5 / 2015

Date: 14 / 5 / 2015

SIGNED for and on behalf of the
COMMONWEALTH OF AUSTRALIA

by

DEPARTMENT OF FOREIGN AFFAIRS AND TRADE

)
)
)

a duly authorised delegate
s. 22(1)(a)(ii)

in the presence of

Date: 7 / 5 / 15

Date: 7 / 5 / 15

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SCHEDULE 1 – PORT MORESBY APT A5 PORT ROAD TWO

POST: PORT MORESBY
 PROPERTY NUMBER: 10407700
 MOU NUMBER: 346

Item 1	Date	14/5/2015
Item 2	Tenant	Department of Foreign Affairs & Trade Finance Management Branch John McEwen Crescent Barton ACT 0221 AUSTRALIA
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	One (1) year, Two (2) months and Fifteen (15) days ending 30 June 2016
Item 5	Starting Date	15 April 2015
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment A5 Port Road Two Residential Compound PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	\$115,540.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		

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SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT A5
POST: PORT MORSEBY
MOU NUMBER: 346

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 14 May 2015.

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	28/6/16
Item 2	Tenant	Department of Foreign Affairs and Trade
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	1 July 2016 to 30 June 2017
Item 5	Starting Date	1 July 2016
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment A5, Port Road Two Residential Compound Port Road, Port Moresby, PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$105,637.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		

**SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT A5
POST: PORT MORESBY
MOU NUMBER: 346**

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 14 May 2015 and subsequently varied 28 June 2016.

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	17/3/2017
Item 2	Tenant	Department of Foreign Affairs & Trade
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	One (1) Year ending 30 June 2018
Item 5	Starting Date	1 July 2017
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment A5 Port Road Two Residential Compound Port Road, Port Moresby, Papua New Guinea
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$105,637.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		

SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT A5
POST: PORT MORESBY
PROEPTY NUMBER: 07-408
MOU NUMBER: 07-408-005

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on **14 May 2015** and subsequently varied **28 June 2016** and **17 March 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	Department of Foreign Affairs & Trade
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	One (1) Year ending 30 June 2019
Item 5	Starting Date	1 July 2018
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment A5 Port Road Two Residential Compound Port Road, Port Moresby, Papua New Guinea
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$105,637.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		



Commonwealth of Australia Overseas Owned Estate

Memorandum of Understanding

Residential

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

**Australian Agency for International
Development - AusAID**

("Tenant")

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7. DESTRUCTION OF THE PREMISES	4
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11. TENANT'S ADDITIONAL RIGHT TO REDUCE THE TERM.....	6
12. SERVICE OF NOTICES	6
13. APPLICATION OF LAWS AND JURISDICTION.....	6
14. AMENDMENTS.....	6

s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

SCHEDULE 1 – PORT MORESBY APARTMENT A6 (PORT ROAD TWO)49

s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

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** R G Casey Building, John McEwen Crescent Barton in the Australian Capital Territory ("Owner")

AND

COMMONWEALTH OF AUSTRALIA represented by **AUSTRALIAN AGENCY FOR INTERNATIONAL DEVELOPMENT** of 255 London Circuit, Canberra 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 [s. 22\(1\)\(a\)\(ii\)](#) 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:

[s. 22\(1\)\(a\)\(ii\)](#)

s. 22(1)(a)(ii)

- (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;

s. 22(1)(a)(ii)

- (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.

s. 22(1)(a)(ii)

4. TENANT'S COVENANTS

4.1 The Tenant must:

- (1)
- (a) pay the Rent in Item 9 of Schedule 1 to the Owner s. 22(1)(a)(ii)

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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

s. 22(1)(a)(ii)

in the presence of

Date: 4 / 6 / 12

Date: 4 / 6 / 12

SIGNED for and on behalf of the)

COMMONWEALTH OF AUSTRALIA)

by)

AUSTRALIAN AGENCY FOR INTERNATIONAL

DEVELOPMENT

a duly authorised delegate

s. 22(1)(a)(ii)

in the presence of

Date: 10 / 04 / 2012

Date: 10 / 04 / 2012

SCHEDULE 1 – PORT MORESBY APARTMENT A6 (PORT ROAD TWO)

POST: PORT MORESBY
PROPERTY NUMBER: 10407700
MOU NUMBER: 347

Item 1	Date	
Item 2	Tenant	AusAID
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	Four (4) Years and Three (3) Months ending 30 June 2016
Item 5	Starting Date	1 April 2012
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment A6, Port Road Residential Compound Two, Port Road, Port Moresby, PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	\$60,661.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
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Item 14		
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SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT A6
POST: PORT MORSEBY
MOU NUMBER: 347

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 4 June 2012 and subsequently varied 4 January 2016.

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	28/6/16
Item 2	Tenant	Department of Foreign Affairs and Trade
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	1 July 2016 to 30 June 2017
Item 5	Starting Date	1 July 2016
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment A6, Port Road Two Residential Compound Port Road, Port Moresby, PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$105,637.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		

SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT A6
POST: PORT MORESBY
MOU NUMBER: 347

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 4 June 2012 and subsequently varied 4 January 2016 and subsequently varied 28 June 2016. 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	17/3/2017
Item 2	Tenant	Department of Foreign Affairs & Trade
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	One (1) Year ending 30 June 2018
Item 5	Starting Date	1 July 2017
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment A6 Port Road Two Residential Compound Port Road, Port Moresby, Papua New Guinea
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$105,637.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		

SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT A6
POST: PORT MORESBY
PROPERTY NUMBER: 07-408
MOU NUMBER: 07-408-006

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on **4 June 2012** and subsequently varied **4 January 2016, 28 June 2016 and 17 March 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	Department of Foreign Affairs & Trade
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	One (1) Year ending 30 June 2019
Item 5	Starting Date	1 July 2018
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment A6 Port Road Two Residential Compound Port Road, Port Moresby, Papua New Guinea
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$105,637.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		



Commonwealth of Australia Overseas Owned Estate

Memorandum of Understanding

Residential

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

Department of Defence (DCP)

("Tenant")

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7. DESTRUCTION OF THE PREMISES	4
8. OPTION TO RENEW	5
9. MARKET RENT REVIEW	5
10. EARLY TERMINATION BY TENANT	6
11. TENANT'S ADDITIONAL RIGHT TO REDUCE THE TERM	6
12. SERVICE OF NOTICES	6
13. APPLICATION OF LAWS AND JURISDICTION	6
14. AMENDMENTS	6

s. 22(1)(a)(ii)

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s. 22(1)(a)(ii)

SCHEDULE 1 – PORT MORESBY APARTMENT A7 PORT ROAD TWO 31

s. 22(1)(a)(ii)

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** R G Casey Building, John McEwen Crescent Barton in the Australian Capital Territory ("Owner")

AND

COMMONWEALTH OF AUSTRALIA represented by **DEPARTMENT OF DEFENCE** 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 [s. 22\(1\)\(a\)\(ii\)](#) 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:
[s. 22\(1\)\(a\)\(ii\)](#)

s. 22(1)(a)(ii)

- (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;

s. 22(1)(a)(ii)

- (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.

s. 22(1)(a)(ii)

4. TENANT'S COVENANTS

4.1 The Tenant must:

- (1)
 - (a) pay the Rent in Item 9 of Schedule 1 to the Owner s. 22(1)(a)(ii)

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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
s. 22(1)(a)(ii)

in the presence of

Date: 19 / 9 / 2012

Date: 19 / 9 / 2012

SIGNED for and on behalf of the
COMMONWEALTH OF AUSTRALIA

by

DEPARTMENT OF DEFENCE

a duly authorised delegate
s. 22(1)(a)(ii)

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in the presence of

Date: 13 / SEP / 2012

Date: 13 / 9 / 2012

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SCHEDULE 1 – PORT MORESBY APARTMENT A7 PORT ROAD TWO
POST: PORT MORESBY
PROPERTY NUMBER: 10407700
MOU NUMBER: 348

Item 1	Date	
Item 2	Tenant	Department of Defence
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	Four (4) years and Three (3) months ending 30 June 2016
Item 5	Starting Date	1 April 2012
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Port Road, Compound Two, Port Road, Port Moresby, PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	\$60,661.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
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SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT A7**POST: PORT MORESBY****MOU NUMBER: 348**

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 19 September 2012.

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

Item 1	Date	17 June 2016
Item 2	Tenant	Department of Defence
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	1 July 2016 to 17 December 2016
Item 5	Starting Date	1 July 2016
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment A7 Port Road Two Residential Compound Port Moresby PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$105,637.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
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Commonwealth of Australia Overseas Owned Estate

Memorandum of Understanding

Residential

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

Department of Foreign Affairs and Trade
("Tenant")

s. 22(1)(a)(ii)

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s. 22(1)(a)(ii)

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s. 22(1)(a)(ii)

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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 **DEPARTMENT OF FOREIGN AFFAIRS and TRADE** 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 [s. 22\(1\)\(a\)\(ii\)](#) 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:

[s. 22\(1\)\(a\)\(ii\)](#)

- (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;

s. 22(1)(a)(ii)

- (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.

s. 22(1)(a)(ii)

4. TENANT'S COVENANTS

4.1 The Tenant must:

- (1)
- (a) pay the Rent in Item 9 of Schedule 1 to the Owners s. 22(1)(a)(ii)

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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
s. 22(1)(a)(ii)

in the presence of

Date: 3 / 4 / 2017.

Date: 3 / 4 / 17.

SIGNED for and on behalf of the
COMMONWEALTH OF AUSTRALIA

by

DEPARTMENT OF FOREIGN AFFAIRS AND TRADE

a duly authorised delegate
s. 22(1)(a)(ii)

)
)
)

in the presence of

Date: 31 / 3 / 17.

Date: 31 / 3 / 17.

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SCHEDULE 1 – PORT MORESBY PORT ROAD 2 APARTMENT A7

POST: PORT MORESBY
PROPERTY NUMBER: 07-408
MOU NUMBER: 07-408-017

Item 1	Date	
Item 2	Tenant	Department of Foreign Affairs and Trade
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	One (1) Year and Four (4) Months ending 30 June 2018
Item 5	Starting Date	21 February 2017
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment A7 Port Road Two Residential Compound Lot 15 Port Road Port Moresby PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$108,295.73 FOREX (21 December 2016) 249,600.00 PGK / 2.3048 Effective: 21 February 2017
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		

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SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT A7

POST: PORT MORESBY
MOU NUMBER: 348

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 19 September 2012.

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

Item 1	Date	17 June 2016
Item 2	Tenant	Department of Defence
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	1 July 2016 to 17 December 2016
Item 5	Starting Date	1 July 2016
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment A7 Port Road Two Residential Compound Port Moresby PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$105,637.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
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SCHEDULE 1 – PORT MORESBY PORT ROAD 2 APARTMENT A7

POST: PORT MORESBY
 PROPERTY NUMBER: 07-408
 MOU NUMBER: 07-408-017

Item 1	Date	
Item 2	Tenant	Department of Foreign Affairs and Trade
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	One (1) Year and Four (4) Months ending 30 June 2018
Item 5	Starting Date	21 February 2017
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment A7 Port Road Two Residential Compound Lot 15 Port Road Port Moresby PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$108,295.73 s. 22(1)(a)(ii)
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		

SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT A7
POST: PORT MORESBY
PROPERTY NUMBER: 07-408
MOU NUMBER: 07-408-017

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on **31 March 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	Department of Foreign Affairs & Trade
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	One (1) Year ending 30 June 2019
Item 5	Starting Date	1 July 2018
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment A7 Port Road Two Residential Compound Port Road, Port Moresby, Papua New Guinea
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$108,295.73
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		



Commonwealth of Australia Overseas Owned Estate

Memorandum of Understanding

Residential

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

**Department of Immigration and Border
Protection
("Tenant")
Apartment B1, Port Road 2**

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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 **DEPARTMENT OF IMMIGRATION AND BORDER PROTECTION**, 6 Chan Street, Belconnen 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 [s. 22\(1\)\(a\)\(ii\)](#) 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:

[s. 22\(1\)\(a\)\(ii\)](#)

- (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;

s. 22(1)(a)(ii)

- (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.

s. 22(1)(a)(ii)

4. TENANT'S COVENANTS

4.1 The Tenant must:

- (1) (a) pay the Rent in Item 9 of Schedule 1 to the Owner s. 22(1)(a)(ii)

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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
s. 22(1)(a)(ii)

in the presence of

Date: 15 / 4 / 16

Date: 15 / 4 / 2016

SIGNED for and on behalf of the
COMMONWEALTH OF AUSTRALIA

by

**DEPARTMENT OF IMMIGRATION AND BORDER
PROTECTION**

a duly authorised delegate
s. 22(1)(a)(ii)

in the presence of

Date: 11 / 4 / 2016

Date: 11 / 4 / 2016

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SCHEDULE 1 – APARTMENT B1 (PORT ROAD 2)

POST: PORT MORESBY
PROPERTY NUMBER: 10407700
MOU NUMBER: 80418

Item 1	Date	15 April 2016
Item 2	Tenant	Department of Immigration and Border Protection
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	9 April 2016 to 30 June 2017
Item 5	Starting Date	9 April 2016
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment B1, Port Road Two Port Moresby, PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$125,069.00 Effective: 9 April 2016
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
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SCHEDULE 1 – PORT MORESBY PORT ROAD TWO, APARTMENT B1
POST: PORT MORESBY
MOU NUMBER: 80418

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 15 April 2016.

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	28.3.17
Item 2	Tenant	Department of Immigration and Border Protection
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	One (1) Year ending 30 June 2018
Item 5	Starting Date	1 July 2017
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment B1 Port Road Two Port Moresby, Papua New Guinea
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$125,069.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		

SCHEDULE 1 – PORT MORESBY PORT ROAD TWO, APARTMENT B1
POST: PORT MORESBY
PROPERTY NUMBER: 07-408
MOU NUMBER: 07-408-009

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 15 April 2016 and subsequently varied on 28 March 2018.

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	Department of Home Affairs
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	One (1) Year ending 30 June 2019
Item 5	Starting Date	1 July 2018
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment B1 Port Road Two Port Moresby, Papua New Guinea
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$125,069.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		



Commonwealth of Australia Overseas Owned Estate

Memorandum of Understanding

Residential

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

**Department of Foreign Affairs and Trade
("Tenant")**

Apartment B2, Port Road 2

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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 **DEPARTMENT OF FOREIGN AFFAIRS AND TRADE**, RG Casey Building, Barton 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 [s. 22\(1\)\(a\)\(ii\)](#) [s. 22\(1\)\(a\)\(ii\)](#) 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:

[s. 22\(1\)\(a\)\(ii\)](#)

- (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;

s. 22(1)(a)(ii)

- (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.

s. 22(1)(a)(ii)

4. TENANT'S COVENANTS

4.1 The Tenant must:

- (1) (a) pay the Rent in Item 9 of Schedule 1 to the Owner s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

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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

s. 22(1)(a)(ii)

in the presence of

Date: 29 / APRIL / 2016

Date: 29 / 4 / 2016

SIGNED for and on behalf of the

COMMONWEALTH OF AUSTRALIA

by

DEPARTMENT OF FOREIGN AFFAIRS AND TRADE

a duly authorised delegate

s. 22(1)(a)(ii)

in the presence of

Date: 22 / 4 / 16

Date: 22 / 4 / 16

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SCHEDULE 1 – APARTMENT B2, PORT ROAD 2

POST: PORT MORESBY
 PROPERTY NUMBER: 10407700
 MOU NUMBER: 69102

Item 1	Date	29 April 2016
Item 2	Tenant	Department of Foreign Affairs and Trade
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	9 April 2016 to 30 June 2017
Item 5	Starting Date	9 April 2016
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment B2, Port Road 2 Port Moresby, PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$125,069.00 Effective: 9 April 2016
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
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SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT B2
POST: PORT MORESBY
MOU NUMBER: 69102

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 29 April 2016.

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	17/3/2017
Item 2	Tenant	Department of Foreign Affairs & Trade
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	One (1) Year ending 30 June 2018
Item 5	Starting Date	1 July 2017
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment B2 Port Road Two Residential Compound Port Road, Port Moresby, Papua New Guinea
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$125,069.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		

SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT B2
POST: PORT MORESBY
PROPERTY NUMBER: 07-408
MOU NUMBER: 07-408-010

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on **29 April 2016** and subsequently varied on **17 March 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	Department of Foreign Affairs & Trade
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	One (1) Year ending 30 June 2019
Item 5	Starting Date	1 July 2018
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment B2 Port Road Two Residential Compound Port Road, Port Moresby, Papua New Guinea
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$125,069.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		



Commonwealth of Australia Overseas Owned Estate

Memorandum of Understanding

Residential

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

AusAID

("Tenant")

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s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

SCHEDULE 1 – PORT MORESBY PORT ROAD 2 APARTMENT A838

s. 22(1)(a)(ii)

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** R G Casey Building, John McEwen Crescent Barton in the Australian Capital Territory ("Owner")

AND

COMMONWEALTH OF AUSTRALIA represented by **AUSTRALIAN AGENCY FOR INTERNATIONAL DEVELOPMENT** of 255 London Circuit, Canberra 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 [s. 22\(1\)\(a\)\(ii\)](#) 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:

[s. 22\(1\)\(a\)\(ii\)](#)

- (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;

s. 22(1)(a)(ii)

- (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.

s. 22(1)(a)(ii)

4. TENANT'S COVENANTS

4.1 The Tenant must:

- (1)
- (a) pay the Rent in Item 9 of Schedule 1 to the Owner s. 22(1)(a)(ii)

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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

s. 22(1)(a)(ii)

in the presence of

Date: 26 / 7 / 12

Date: 26 / 7 / 2012

SIGNED for and on behalf of the

COMMONWEALTH OF AUSTRALIA

by

AUSTRALIAN AGENCY FOR INTERNATIONAL

DEVELOPMENT

a duly authorised delegate

s. 22(1)(a)(ii)

in the presence of

Date: 13 / 07 / 2012

Date: 13 / 07 / 2012

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SCHEDULE 1 – PORT MORESBY PORT ROAD 2 APARTMENT A8

POST: PORT MORESBY
 PROPERTY NUMBER: 10407701
 MOU NUMBER: 349

Item 1	Date	13 JULY 2012
Item 2	Tenant	AusAID 255 London Circuit Canberra ACT 2601 AUSTRALIA
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	Four (4) years ending 30 June 2016
Item 5	Starting Date	1 July 2012
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment A8 Port Road Residential Compound Two Port Road Port Moresby PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	\$66,807.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
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SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT A8
POST: PORT MORESBY
MOU NUMBER: 349

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 26 July 2012 and subsequently varied 4 January 2016.

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	28/6/16
Item 2	Tenant	Department of Foreign Affairs and Trade
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	1 July 2016 to 30 June 2017
Item 5	Starting Date	1 July 2016
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment A8, Port Road Two Residential Compound Port Road, Port Moresby, PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$105,637.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		

**SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT A8
POST: PORT MORESBY
MOU NUMBER: 349**

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 26 July 2012 and subsequently varied 4 January 2016 and subsequently varied 28 June 2016. 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	17/3/2017
Item 2	Tenant	Department of Foreign Affairs & Trade
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	One (1) Year ending 30 June 2018
Item 5	Starting Date	1 July 2017
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment A8 Port Road Two Residential Compound Port Road, Port Moresby, Papua New Guinea
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$105,637.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		

SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT A8
POST: PORT MORESBY
PROPERTY NUMBER: 07-408
MOU NUMBER: 07-408-008

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on **26 July 2012** and subsequently varied **4 January 2016** and subsequently varied **17 March 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	Department of Foreign Affairs & Trade
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	One (1) Year ending 30 June 2019
Item 5	Starting Date	1 July 2018
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment A8, Port Road Two Residential Compound Port Road, Port Moresby, Papua New Guinea
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$105,637.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		



Commonwealth of Australia Overseas Owned Estate

Memorandum of Understanding

Residential

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

Department of Foreign Affairs and Trade
("Tenant")

Port Moresby Port Road 2
Apartment B3

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1. DESCRIPTION OF PREMISES	2
2. HOW TO READ THIS MOU	2
3. INSPECTIONS	3
4. TENANT'S COVENANTS	3
5. OWNER'S COVENANTS	4
6. MONTHLY TENANCY	5
7. DESTRUCTION OF THE PREMISES	5
8. OPTION TO RENEW	6
9. MARKET RENT REVIEW	6
10. EARLY TERMINATION BY TENANT	7
11. TENANT'S ADDITIONAL RIGHT TO REDUCE THE TERM	7
12. SERVICE OF NOTICES	7
13. APPLICATION OF LAWS AND JURISDICTION	7
14. AMENDMENTS	7
SCHEDULE 1 – PORT ROAD TWO APARTMENT B3	10

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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 **DEPARTMENT OF FOREIGN AFFAIRS and TRADE** 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 ^{s. 22(1)(a)(ii)} 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:

s. 22(1)(a)(ii)

- (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;

s. 22(1)(a)(ii)

- (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.

s. 22(1)(a)(ii)

4. TENANT'S COVENANTS

4.1 The Tenant must:

- (1) (a) pay the Rent in Item 9 of Schedule 1 to the Owner s. 22(1)(a)(ii)

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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

s. 22(1)(a)(ii)

in the presence of

Date: 28 / 03 / 18

Date: 28 / 03 / 18

SIGNED for and on behalf of the

COMMONWEALTH OF AUSTRALIA

by

)

)

)

DEPARTMENT OF FOREIGN AFFAIRS AND TRADE

a duly authorised delegate

s. 22(1)(a)(ii)

in the presence of

Date: 28 / 03 / 18

Date: 28 / 03 / 18

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SCHEDULE 1 – PORT ROAD TWO APARTMENT B3

POST: PORT MORESBY
PROPERTY NUMBER: 07-408
MOU NUMBER: 07-408-021

Item 1	Date	
Item 2	Tenant	Department of Foreign Affairs and Trade
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	Six (6) months ending 30 June 2018
Item 5	Starting Date	1 January 2018
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment B3 Port Road Two Residential Compound Port Moresby PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$109,976.82 s. 22(1)(a)(ii)
s. 22(1)(a)(ii)		

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Commonwealth of Australia Overseas Owned Estate

Memorandum of Understanding

Residential

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

**Department of Foreign Affairs and Trade
("Tenant")**

**Port Moresby Port Road 2
Apartment B3**

s. 22(1)(a)(ii)

SCHEDULE 1 – PORT ROAD TWO APARTMENT B3	10
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s. 22(1)(a)(ii)

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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 **DEPARTMENT OF FOREIGN AFFAIRS and TRADE** 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^{s. 22(1)(a)(ii)} 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:

s. 22(1)(a)(ii)

- (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;

s. 22(1)(a)(ii)

- (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.

s. 22(1)(a)(ii)

4. TENANT'S COVENANTS

4.1 The Tenant must:

- (1)
- (a) pay the Rent in Item 9 of Schedule 1 to the Owner^{s. 22(1)(a)(ii)}

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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
s. 22(1)(a)(ii)

In the presence of

Date: 16/07/18

Date: 19/07/18

SIGNED for and on behalf of the
COMMONWEALTH OF AUSTRALIA

by

DEPARTMENT OF FOREIGN AFFAIRS AND TRADE

a duly authorised delegate
s. 22(1)(a)(ii)

)
)
)

in the presence of

nh

Date: 6/7/2018

Date: 6/7/2018

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SCHEDULE 1 – PORT ROAD TWO APARTMENT B3

POST: PORT MORESBY
PROPERTY NUMBER: 07-408
MOU NUMBER: 07-408-021

Item 1	Date	
Item 2	Tenant	Department of Foreign Affairs and Trade
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	One (1) Year commencing 1 July 2018
Item 5	Starting Date	1 July 2018
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment B3 Port Road Two Residential Compound Port Moresby PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$109,976.82
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		

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Australian Government

Department of Foreign Affairs and Trade

Rent Setting Policy for the Commonwealth overseas owned Estate

July 2011

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SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT B3

POST: PORT MORESBY
MOU NUMBER: 352

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 19 September 2012.

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

Item 1	Date	17 June 2016
Item 2	Tenant	Department of Defence
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	One (1) year ending 30 June 2017
Item 5	Starting Date	1 July 2016
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment B3 Port Road Two Residential Compound Port Moresby PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$114,440.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		

SCHEDULE 1 – PORT ROAD TWO APARTMENT B3
POST: PORT MORESBY
MOU NUMBER: 352

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 19 September 2012. subsequently varied and signed 17 June 2016.

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	9 JAN 17
Item 2	Tenant	Department of Defence
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	One (1) Year ending 30 June 2018
Item 5	Starting Date	1 July 2017
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment B3 Port Road Two Residential Compound Port Moresby PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$114,440.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		

SCHEDULE 1 – PORT ROAD TWO APARTMENT B3

POST: PORT MORESBY
 PROPERTY NUMBER: 07-408
 MOU NUMBER: 07-408-021

Item 1	Date	
Item 2	Tenant	Department of Foreign Affairs and Trade
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	Six (6) months ending 30 June 2018
Item 5	Starting Date	1 January 2018
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment B3 Port Road Two Residential Compound Port Moresby PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$109,976.82 s. 22(1)(a)(ii)
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		

SCHEDULE 1 – PORT ROAD TWO APARTMENT B3

POST: PORT MORESBY
PROPERTY NUMBER: 07-408
MOU NUMBER: 07-408-021

Item 1	Date	
Item 2	Tenant	Department of Foreign Affairs and Trade
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	One (1) Year commencing 1 July 2018
Item 5	Starting Date	1 July 2018
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment B3 Port Road Two Residential Compound Port Moresby PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$109,976.82
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		



Commonwealth of Australia Overseas Owned Estate

Memorandum of Understanding

Residential

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

**Australian Agency for International
Development - AusAID**

("Tenant")

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4. TENANT'S COVENANTS	2
5. OWNER'S COVENANTS	3
6. MONTHLY TENANCY	4
7. DESTRUCTION OF THE PREMISES	4
8. OPTION TO RENEW	5
9. MARKET RENT REVIEW	5
10. EARLY TERMINATION BY TENANT	6
11. TENANT'S ADDITIONAL RIGHT TO REDUCE THE TERM	6
12. SERVICE OF NOTICES	6
13. APPLICATION OF LAWS AND JURISDICTION.....	6
14. AMENDMENTS.....	6

s. 22(1)(a)(ii)

SCHEDULE 1 – PORT MORESBY APARTMENT B4 (PORT ROAD TWO)	53
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s. 22(1)(a)(ii)

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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** R G Casey Building, John McEwen Crescent Barton in the Australian Capital Territory ("Owner")

AND

COMMONWEALTH OF AUSTRALIA represented by **AUSTRALIAN AGENCY FOR INTERNATIONAL DEVELOPMENT** of 255 London Circuit, Canberra 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 s. 22(1)(a)(ii)
s. 22(1)(a)(ii) 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:

- s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

- (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;

s. 22(1)(a)(ii)

- (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.

s. 22(1)(a)(ii)

4. TENANT'S COVENANTS

4.1 The Tenant must:

- (1)
(a) pay the Rent in Item 9 of Schedule 1 to the Owner s. 22(1)(a)(ii)

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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

s. 22(1)(a)(ii)

in the presence of

Date: 4 / 6 / 12

Date: 4 / 6 / 12

SIGNED for and on behalf of the)

COMMONWEALTH OF AUSTRALIA)

by)

AUSTRALIAN AGENCY FOR INTERNATIONAL

DEVELOPMENT

a duly authorised delegate

s. 22(1)(a)(ii)

in the presence of

Date: 10 / 04 / 2012

Date: 10 / 04 / 2012

SCHEDULE 1 – PORT MORESBY APARTMENT B4 (PORT ROAD TWO)

POST: PORT MORESBY
PROPERTY NUMBER: 10407700
MOU NUMBER: 353

Item 1	Date	
Item 2	Tenant	AusAID
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	Four (4) Years and Three (3) Months ending 30 June 2016
Item 5	Starting Date	1 April 2012
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment B4, Port Road Residential Compound Two, Port Road, Port Moresby, PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	\$60,661.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		

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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")

Department of Foreign Affairs & Trade
FMB
("Tenant")

The following replacement Schedules form part of the existing Memorandum of Understanding by replacing the current Schedule 1 to incorporate Residences occupied by DFAT aid into the Memorandum of Understandings held by the Department of Foreign Affairs and Trade (DFAT) due to the Machinery of Government (MOG). The following Schedule 1 changes will be recognised as a non-material change with effect 15 November 2015

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s. 22(1)(a)(ii)

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s. 22(1)(a)(ii)

SCHEDULE 1 –PORT MORESBY APARTMENT B4 (PORT ROAD TWO)

94

s. 22(1)(a)(ii)

All other Clauses and Schedules remain unchanged

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
s. 22(1)(a)(ii)

in the presence of

Date: 4 / 1 / 2016

Date: 4 / 1 / 16

SIGNED for and on behalf of the
COMMONWEALTH OF AUSTRALIA

by

DEPARTMENT OF FOREIGN AFFAIRS AND TRADE

a duly authorised delegate
s. 22(1)(a)(ii)

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)

in the presence of

Date: 16 / 12 / 15

Date: 16 / 12 / 15

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SCHEDULE 1 –PORT MORESBY APARTMENT B4 (PORT ROAD TWO)**POST: PORT MORESBY****MOU NUMBER: 353**

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on **4 June 2012**.

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	4/1/2016
Item 2	Tenant	Finance Management Branch Department of Foreign Affairs & Trade
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	Four (4) Years & Three (3) Months ending 30 June 2016
Item 5	Starting Date	1 April 2012
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment B4, Port Road Compound Two, Port Road, Port Moresby, PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$125,069.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		

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DEED of SURRENDER

DFATAID

The Lessor (Department of Foreign Affairs and Trade Overseas Property Office) and Lessee (Department of Foreign Affairs and Trade aid) agree to surrender the following Sixty One (61) MOU's up to and inclusive of 14 November 2015.

s. 22(1)(a)(ii)

347, 349, 353, s. 22(1)(a)(ii)

80418, s. 22(1)(a)(ii)

EXECUTED AS A DEED as at17.....day of.....NOVEMBER.....2015

SIGNED for and on behalf of the
COMMONWEALTH OF AUSTRALIA

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

a duly authorised delegate in
the presence of:
s. 22(1)(a)(ii)



SIGNED for and on behalf of the
COMMONWEALTH OF AUSTRALIA

**DEPARTMENT OF FOREIGN AFFAIRS &
TRADE AID**

a duly authorised delegate in
the presence of:
s. 22(1)(a)(ii)



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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s. 22(1)(a)(ii)

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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^{s. 22(1)(a)(ii)} 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:

- s. 22(1)(a)(ii)

- (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;

s. 22(1)(a)(ii)

- (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.

s. 22(1)(a)(ii)

4. TENANT'S COVENANTS

4.1 The Tenant must:

- (1)
- (a) pay the Rent in Item 9 of Schedule 1 to the Owner s. 22(1)(a)(ii)

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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
s. 22(1)(a)(ii)

in the presence of

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
s. 22(1)(a)(ii)

)
)
)

in the presence of

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	s. 22(1)(a)(ii)	
Item 4	Term	One (1) Year ending 30 June 2018
Item 5	Starting Date	1 July 2017
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment B4 Port Road Two Residential Compound Lot 15 Port Road Port Moresby PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$114,440.00 Effective: 1 July 2017
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
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SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT B4
POST: PORT MORESBY
MOU NUMBER: 353

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 1 April 2012 and subsequently varied 4 January 2016.

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	28/6/16
Item 2	Tenant	Department of Foreign Affairs and Trade
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	1 July 2016 to 30 June 2017
Item 5	Starting Date	1 July 2016
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment B4, Port Road Two Residential Compound Port Road, Port Moresby, PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$114,440.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		

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	s. 22(1)(a)(ii)	
Item 4	Term	One (1) Year ending 30 June 2018
Item 5	Starting Date	1 July 2017
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment B4 Port Road Two Residential Compound Lot 15 Port Road Port Moresby PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$114,440.00 Effective: 1 July 2017
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		

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	s. 22(1)(a)(ii)	
Item 4	Term	One (1) Year ending 30 June 2019
Item 5	Starting Date	1 July 2018
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment B4 Port Road Two Residential Compound Lot 15 Port Road, Port Moresby, Papua New Guinea
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$114,440.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		



Commonwealth of Australia Overseas Owned Estate

Memorandum of Understanding

Residential

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

Department of Defence (DCP)

("Tenant")

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5. OWNER'S COVENANTS	3
6. MONTHLY TENANCY	4
7. DESTRUCTION OF THE PREMISES	4
8. OPTION TO RENEW	5
9. MARKET RENT REVIEW	5
10. EARLY TERMINATION BY TENANT	6
11. TENANT'S ADDITIONAL RIGHT TO REDUCE THE TERM	6
12. SERVICE OF NOTICES	6
13. APPLICATION OF LAWS AND JURISDICTION	6
14. AMENDMENTS	6

s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

SCHEDULE 1 – PORT MORESBY APARTMENT B5 PORT ROAD TWO 35

s. 22(1)(a)(ii)

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** R G Casey Building, John McEwen Crescent Barton in the Australian Capital Territory ("Owner")

AND

COMMONWEALTH OF AUSTRALIA represented by **DEPARTMENT OF DEFENCE** 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 [s. 22\(1\)\(a\)\(ii\)](#)
[s. 22\(1\)\(a\)\(ii\)](#) 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:

[s. 22\(1\)\(a\)\(ii\)](#)

fe

s. 22(1)(a)(ii)

- (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;

s. 22(1)(a)(ii)

- (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.

s. 22(1)(a)(ii)

4. TENANT'S COVENANTS

4.1 The Tenant must:

- (1)
(a) pay the Rent in Item 9 of Schedule 1 to the Owner s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

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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
s. 22(1)(a)(ii)

in the presence of

Date: 19 / 9 / 2012

Date: 19 / 9 / 2012

SIGNED for and on behalf of the
COMMONWEALTH OF AUSTRALIA

by

DEPARTMENT OF DEFENCE

a duly authorised delegate
s. 22(1)(a)(ii)

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)
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in the presence of

Date: 13 / SEP / 2012

Date: 13 / 9 / 2012

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SCHEDULE 1 – PORT MORESBY APARTMENT B5 PORT ROAD TWO

POST: PORT MORESBY
 PROPERTY NUMBER: 10407700
 MOU NUMBER: 354

Item 1	Date	
Item 2	Tenant	Department of Defence
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	Four (4) years and Three (3) months ending 30 June 2016
Item 5	Starting Date	1 April 2012
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Port Road, Compound Two, Port Road, Port Moresby, PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	\$60,661.00
Item 10	s. 22(1)(a)(ii)	
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SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT B5

POST: PORT MORESBY
MOU NUMBER: 354

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 19 September 2012.

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

Item 1	Date	17 June 2016
Item 2	Tenant	Department of Defence
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	1 July 2016 to 31 December 2016
Item 5	Starting Date	1 July 2016
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment B5 Port Road Two Residential Compound Port Moresby PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$114,440.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		

SCHEDULE 1 – PORT MORESBY PORT ROAD 2 APARTMENT B5

POST: PORT MORESBY
 PROPERTY NUMBER: 07-408
 MOU NUMBER: 07-408-018

Item 1	Date	
Item 2	Tenant	Department of Foreign Affairs and Trade
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	One (1) Year and Four (4) Months ending 30 June 2018
Item 5	Starting Date	21 February 2017
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment B5 Port Road Two Residential Compound Lot 15 Port Road Port Moresby PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$117,320.37 s. 22(1)(a)(ii)
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		

SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT A5
POST: PORT MORESBY
PROPERTY NUMBER 07-408
MOU NUMBER: 07-408-018

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on **31 March 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	Department of Foreign Affairs & Trade
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	One (1) Year ending 30 June 2019
Item 5	Starting Date	1 July 2018
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment B5 Port Road Two Residential Compound Port Road, Port Moresby, Papua New Guinea
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$117,320.37
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		



Commonwealth of
Australia
Overseas Owned Estate
Instrument of Variation
Residential

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

Department of Foreign Affairs and Trade
FMB
("Tenant")

This Instrument of Variation made on the day of 201

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

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

VARIATIONS

The following Schedule 1's are added to the existing DFAT Residential MOU.

s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

VARIATIONS (Continued)

The following Schedule 1's are added to the existing DFAT Residential MOU.

s. 22(1)(a)(ii)

Port Moresby Apartment B6 – MOU 356

s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

All other Clauses and Schedules remain unchanged.

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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

s. 22(1)(a)(ii)

in the presence of

Date: 15 / 10 / 12

Date: 15 / 10 / 12

SIGNED for and on behalf of the

COMMONWEALTH OF AUSTRALIA

by

DEPARTMENT OF FOREIGN AFFAIRS AND TRADE

a duly authorised delegate

s. 22(1)(a)(ii)

in the presence of

Date: 12 / 10 / 2012

Date: 12 / 10 / 2012

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SCHEDULE 1 – PORT MORESBY APARTMENT B6

POST: PORT MORESBY
PROPERTY NUMBER: 10407700
MOU NUMBER: 356

Item 1	Date	
Item 2	Tenant	Finance Management Branch Department of Foreign Affairs
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	Four (4) Years ending 30 June 2016
Item 5	Starting Date	1 July 2012
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment B6, Port Road Residential Compound Two, Port Road, Port Moresby, PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$66,807.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		

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SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT B6
POST: PORT MORESBY
MOU NUMBER: 356

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 15 October 2012.

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	28/6/16
Item 2	Tenant	Department of Foreign Affairs and Trade
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	1 July 2016 to 30 June 2017
Item 5	Starting Date	1 July 2016
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment B6, Port Road Two Residential Compound Port Road, Port Moresby, PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$114,440.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		

**SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT B6
POST: PORT MORESBY
MOU NUMBER: 356**

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 15 October 2012 and subsequently varied 28 June 2016.

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	17/3/2017
Item 2	Tenant	Department of Foreign Affairs & Trade
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	One (1) Year ending 30 June 2018
Item 5	Starting Date	1 July 2017
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment B6 Port Road Two Residential Compound Port Road, Port Moresby, Papua New Guinea
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$114,440.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		

SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT B6
POST: PORT MORESBY
PROPERTY NUMBER: 07-408
MOU NUMBER: 07-408-014

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on **15 October 2012** and subsequently varied **28 June 2016** and **17 March 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	Department of Foreign Affairs & Trade
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	One (1) Year ending 30 June 2019
Item 5	Starting Date	1 July 2018
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment B6 Port Road Two Residential Compound Port Road, Port Moresby, Papua New Guinea
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$114,440.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		



Commonwealth of Australia Overseas Owned Estate

Memorandum of Understanding

Residential

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

**Department of Foreign Affairs and Trade
FMB
("Tenant")**

Apartment B7 Port Road 2 Port Moresby

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5. OWNER'S COVENANTS	3
6. MONTHLY TENANCY	4
7. DESTRUCTION OF THE PREMISES	4
8. OPTION TO RENEW	5
9. MARKET RENT REVIEW	5
10. EARLY TERMINATION BY TENANT	6
11. TENANT'S ADDITIONAL RIGHT TO REDUCE THE TERM	6
12. SERVICE OF NOTICES	6
13. APPLICATION OF LAWS AND JURISDICTION	6
14. AMENDMENTS	6
SCHEDULE 1 – PORT MORESBY APT B7 PORT ROAD TWO	9

s. 22(1)(a)(ii)

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 in the Australian Capital Territory ("Owner")

AND

COMMONWEALTH OF AUSTRALIA represented by **DEPARTMENT OF FOREIGN AFFAIRS & TRADE** RG Casey Building, John McEwen Crescent Barton 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 [s. 22\(1\)\(a\)\(ii\)](#) 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:
[s. 22\(1\)\(a\)\(ii\)](#)

- (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;

s. 22(1)(a)(ii)

- (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.

s. 22(1)(a)(ii)

4. TENANT'S COVENANTS

4.1 The Tenant must:

- (1)
- (a) pay the Rent in Item 9 of Schedule 1 to the Owner s. 22(1)(a)(ii)

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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

s. 22(1)(a)(ii)

in the presence of

Date: 19 / DEC / 2014

Date: 19 / 12 / 14

SIGNED for and on behalf of the)

COMMONWEALTH OF AUSTRALIA)

by)

DEPARTMENT OF FOREIGN AFFAIRS AND TRADE

a duly authorised delegate

s. 22(1)(a)(ii)

in the presence of

Date: 18 / 12 / 14

Date: 18 / 12 / 14

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SCHEDULE 1 – PORT MORESBY APT B7 PORT ROAD TWO

POST: PORT MORESBY
 PROPERTY NUMBER: 10407700
 MOU NUMBER: 357

Item 1	Date	19 Dec 2014
Item 2	Tenant	Department of Foreign Affairs & Trade Finance Management Branch John McEwen Crescent Barton ACT 0221 AUSTRALIA
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	One (1) year, Five (5) months and Thirteen (13) days ending 30 June 2016
Item 5	Starting Date	19 January 2015
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment B7 Port Road Two Residential Compound PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	\$115,540.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		

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SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT B7
POST: PORT MORESBY
MOU NUMBER: 357

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 19 December 2014.

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	28/6/16
Item 2	Tenant	Department of Foreign Affairs and Trade
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	1 July 2016 to 30 June 2017
Item 5	Starting Date	1 July 2016
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment B7, Port Road Two Residential Compound Port Road, Port Moresby, PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$114,440.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
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Item 15		

SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT B7
POST: PORT MORESBY
MOU NUMBER: 357

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 19 December 2014 and subsequently varied 28 June 2016.

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	17/3/2017
Item 2	Tenant	Department of Foreign Affairs & Trade
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	One (1) Year ending 30 June 2018
Item 5	Starting Date	1 July 2017
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment B7 Port Road Two Residential Compound Port Road, Port Moresby, Papua New Guinea
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$114,440.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		

SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT B7
POST: PORT MORESBY
PROPERTY NUMBER: 07-408
MOU NUMBER: 07-408-015

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on **19 December 2014** and subsequently varied **28 June 2016** and **17 March 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	Department of Foreign Affairs & Trade
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	One (1) Year ending 30 June 2019
Item 5	Starting Date	1 July 2018
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment B7 Port Road Two Residential Compound Port Road, Port Moresby, Papua New Guinea
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$114,440.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		



Commonwealth of Australia Overseas Owned Estate

Memorandum of Understanding

Residential

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

Department of Defence
DCP
("Tenant")

Apartment B8 Port Road 2 Port Moresby

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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 in the Australian Capital Territory ("Owner")

AND

COMMONWEALTH OF AUSTRALIA represented by **DEPARTMENT OF DEFENCE** Russell Offices R1-G-C003 Russell 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:

s. 22(1)(a)(ii)

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- (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;

s. 22(1)(a)(ii)

- (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.

s. 22(1)(a)(ii)

4. TENANT'S COVENANTS

4.1 The Tenant must:

- (1)
 - (a) pay the Rent in Item 9 of Schedule 1 to the Owner s. 22(1)(a)(ii)

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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

s. 22(1)(a)(ii)

in the presence of

Date: 12 / Jan / 2015

Date: 12 / 1 / 15

SIGNED for and on behalf of the

COMMONWEALTH OF AUSTRALIA

by

DEPARTMENT OF DEFENCE - DCP

a duly authorised delegate

s. 22(1)(a)(ii)

)

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)

in the presence of

Date: 12 / 12 / 2014

Date: 12 / 12 / 14

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SCHEDULE 1 – PORT MORESBY APT B8 PORT ROAD TWO

POST: PORT MORESBY
 PROPERTY NUMBER: 10407700
 MOU NUMBER: 358

Item 1	Date	12 January 2015.
Item 2	Tenant	Department of Defence Directate of Attaché and Overseas Management Russell Offices PO Box 7901 Canberra ACT 2610
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	One (1) year, Five (5) months and Thirteen (13) days ending 30 June 2016
Item 5	Starting Date	19 January 2015
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment B8 Port Road Two Residential Compound PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	\$127,451.00
Item 10	s. 22(1)(a)(ii)	
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Commonwealth of Australia Overseas Owned Estate

Memorandum of Understanding

Residential

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

Department of Foreign Affairs and Trade
("Tenant")

Port Moresby Port Road 2
Apartment B8

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12. SERVICE OF NOTICES	7
13. APPLICATION OF LAWS AND JURISDICTION	7
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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 **DEPARTMENT OF FOREIGN AFFAIRS and TRADE** 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 s. 22(1)(a)(ii)
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:

- s. 22(1)(a)(ii)

- (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;
- s. 22(1)(a)(ii)
- (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.

s. 22(1)(a)(ii)

4. TENANT'S COVENANTS

4.1 The Tenant must:

- (1)
- (a) pay the Rent in Item 9 of Schedule 1 to the Owner s. 22(1)(a)(ii)

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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
s. 22(1)(a)(ii)

in the presence of

Date: 28 / 03 / 18

Date: 28 / 03 / 2018

SIGNED for and on behalf of the
COMMONWEALTH OF AUSTRALIA
by

)
)
)

DEPARTMENT OF FOREIGN AFFAIRS AND TRADE

a duly authorised delegate
s. 22(1)(a)(ii)

in the presence of

Date: 28 / 03 / 2018

Date: 28 / 03 / 2018

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SCHEDULE 1 – PORT ROAD TWO APARTMENT B8

POST: PORT MORESBY
 PROPERTY NUMBER: 07-408
 MOU NUMBER: 07-408-020

Item 1	Date	
Item 2	Tenant	Department of Foreign Affairs and Trade
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	Six (6) months ending 30 June 2018
Item 5	Starting Date	1 January 2018
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment B8 Port Road Two Residential Compound Port Moresby PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$109,976.82 FOREX (1 November 2017) PGK 270,400 / 2.4587 Effective: 1 January 2018
Item 10	s. 22(1)(a)(ii)	
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Item 13		
Item 14		
Item 15		

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Commonwealth of Australia Overseas Owned Estate

Memorandum of Understanding

Residential

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

**Department of Foreign Affairs and Trade
("Tenant")**

**Port Moresby Port Road 2
Apartment B8**

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7. DESTRUCTION OF THE PREMISES	5
8. OPTION TO RENEW	6
9. MARKET RENT REVIEW	6
10. EARLY TERMINATION BY TENANT	7
11. TENANT’S ADDITIONAL RIGHT TO REDUCE THE TERM	7
12. SERVICE OF NOTICES	7
13. APPLICATION OF LAWS AND JURISDICTION	7
14. AMENDMENTS	7
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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 **DEPARTMENT OF FOREIGN AFFAIRS and TRADE** 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 ^{s. 22(1)(a)(ii)} 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:

^{s. 22(1)(a)(ii)}

- (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;

s. 22(1)(a)(ii)

- (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.

s. 22(1)(a)(ii)

4. TENANT'S COVENANTS

4.1 The Tenant must:

- (1)
- (a) pay the Rent in Item 9 of Schedule 1 to the Owner s. 22(1)(a)(ii)

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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
s. 22(1)(a)(ii)

In the presence of

Date: 16/07/18

Date: 19/07/18

SIGNED for and on behalf of the
COMMONWEALTH OF AUSTRALIA

by

DEPARTMENT OF FOREIGN AFFAIRS AND TRADE

a duly authorised delegate
s. 22(1)(a)(ii)

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)
)

in the presence of

~n

Date: 6/7/2018

Date: 6/7/2018

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SCHEDULE 1 – PORT ROAD TWO APARTMENT B8

POST: PORT MORESBY
PROPERTY NUMBER: 07-408
MOU NUMBER: 07-408-021

Item 1	Date	
Item 2	Tenant	Department of Foreign Affairs and Trade
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	One (1) year ending 1 July 2019
Item 5	Starting Date	1 July 2018
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment B8 Port Road Two Residential Compound Port Moresby PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$109,976.82
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
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SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT B8

POST: PORT MORESBY

MOU NUMBER: 358

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 12 January 2015.

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

Item 1	Date	17 June 2016
Item 2	Tenant	Department of Defence
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	One (1) year ending 30 June 2017
Item 5	Starting Date	1 July 2016
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment B8 Port Road Two Residential Compound Port Moresby PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$114,440.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		

SCHEDULE 1 – PORT ROAD TWO APARTMENT B8
POST: PORT MORESBY
MOU NUMBER: 358

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 12 January 2015, subsequently varied and signed 17 June 2016.

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	9 JAN 17
Item 2	Tenant	Department of Defence
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	One (1) Year ending 30 June 2018
Item 5	Starting Date	1 July 2017
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment B8 Port Road Two Residential Compound Port Moresby PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$114,440.00
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		

SCHEDULE 1 – PORT ROAD TWO APARTMENT B8

POST: PORT MORESBY
 PROPERTY NUMBER: 07-408
 MOU NUMBER: 07-408-020

Item 1	Date	
Item 2	Tenant	Department of Foreign Affairs and Trade
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	Six (6) months ending 30 June 2018
Item 5	Starting Date	1 January 2018
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment B8 Port Road Two Residential Compound Port Moresby PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$109,976.82 s. 22(1)(a)(ii)
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		

SCHEDULE 1 – PORT ROAD TWO APARTMENT B8

POST: PORT MORESBY
PROPERTY NUMBER: 07-408
MOU NUMBER: 07-408-021

Item 1	Date	
Item 2	Tenant	Department of Foreign Affairs and Trade
Item 3	s. 22(1)(a)(ii)	
Item 4	Term	One (1) year ending 1 July 2019
Item 5	Starting Date	1 July 2018
Item 6	s. 22(1)(a)(ii)	
Item 7	Premises	Apartment B8 Port Road Two Residential Compound Port Moresby PAPUA NEW GUINEA
Item 8	s. 22(1)(a)(ii)	
Item 9	Rent Per Annum	AUD \$109,976.82
Item 10	s. 22(1)(a)(ii)	
Item 11		
Item 12		
Item 13		
Item 14		
Item 15		