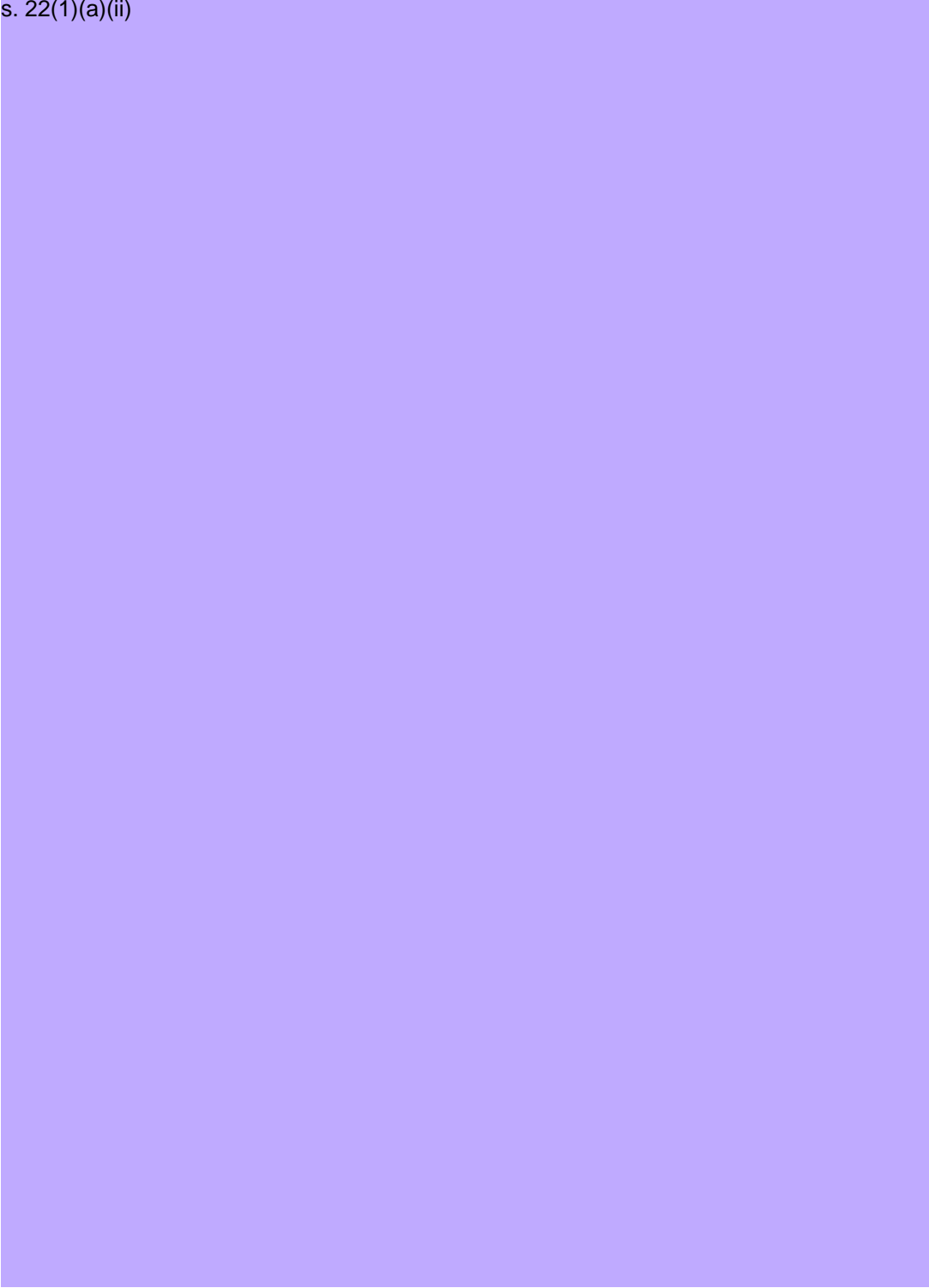


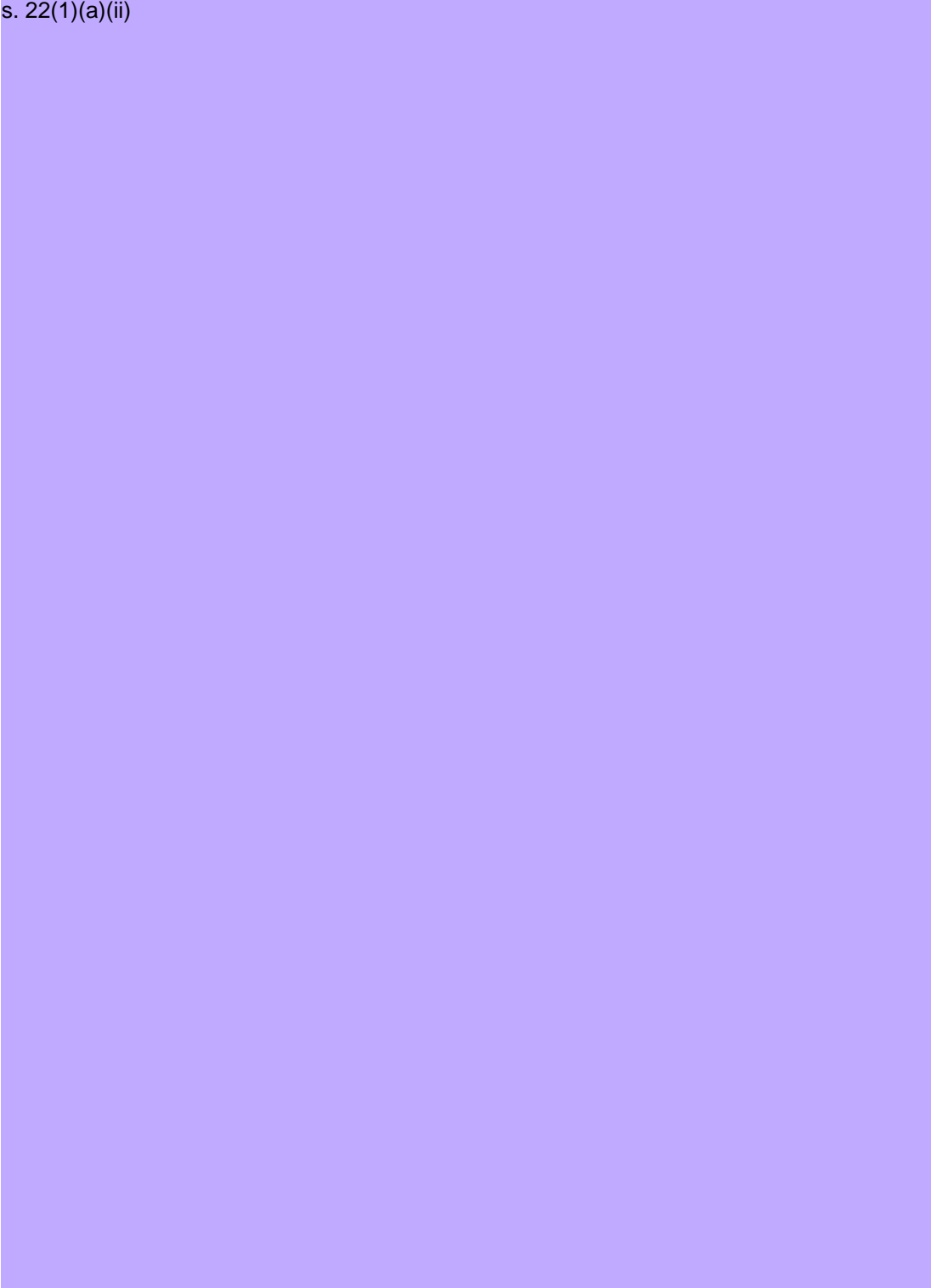
Chief Medical Officer visit to PNG – June 2015

Executive Summary


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



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

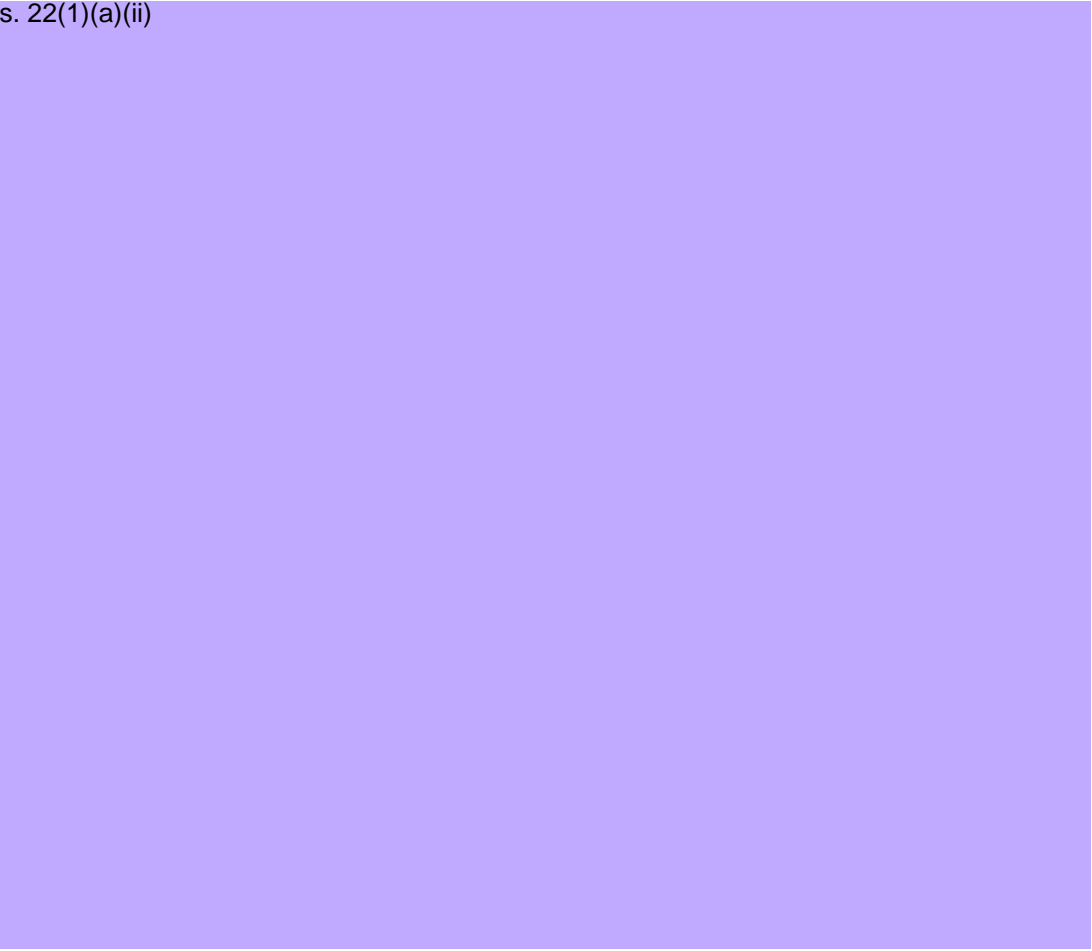


s. 22(1)(a)(ii)




Key findings

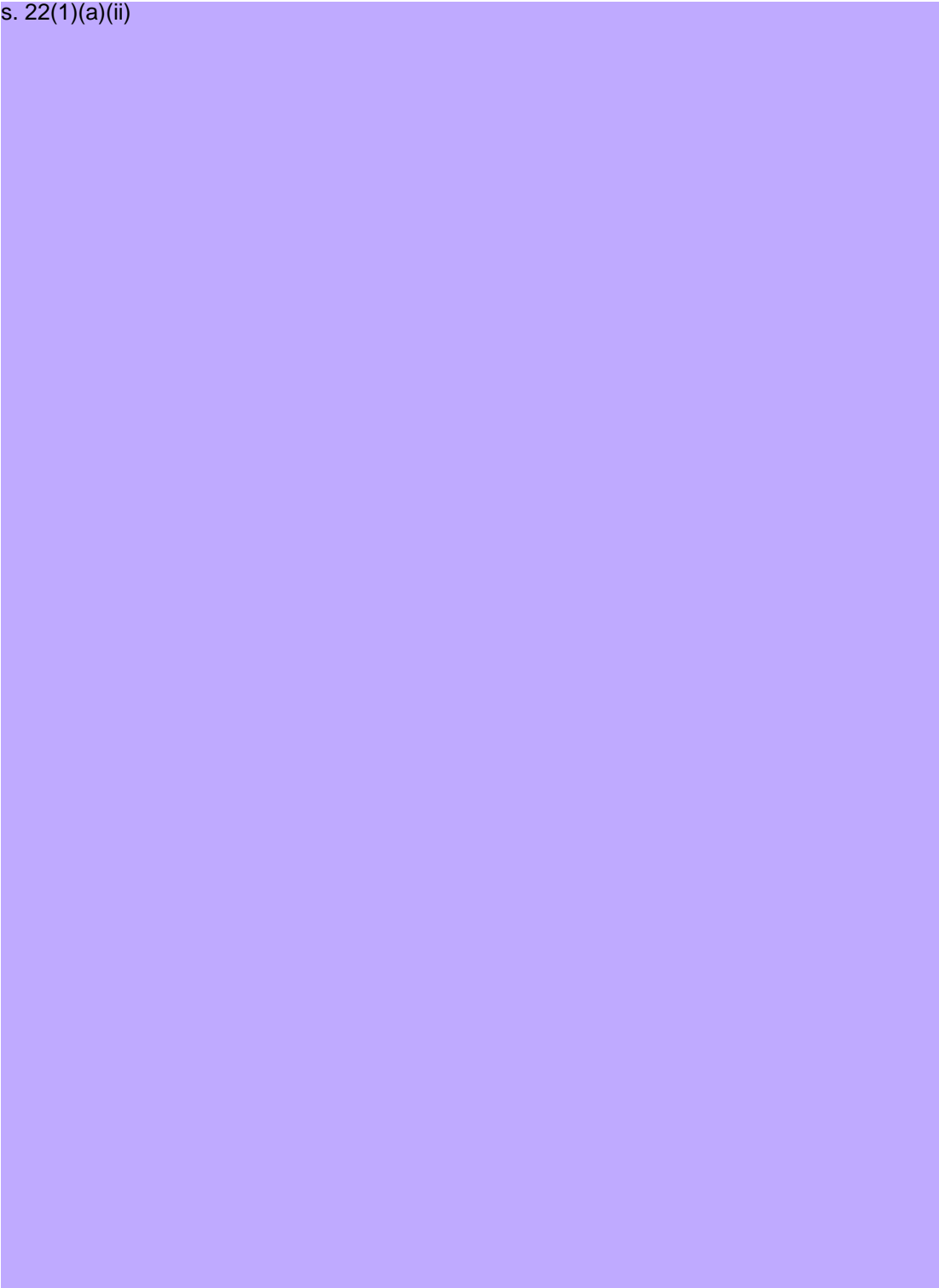
s. 22(1)(a)(ii)



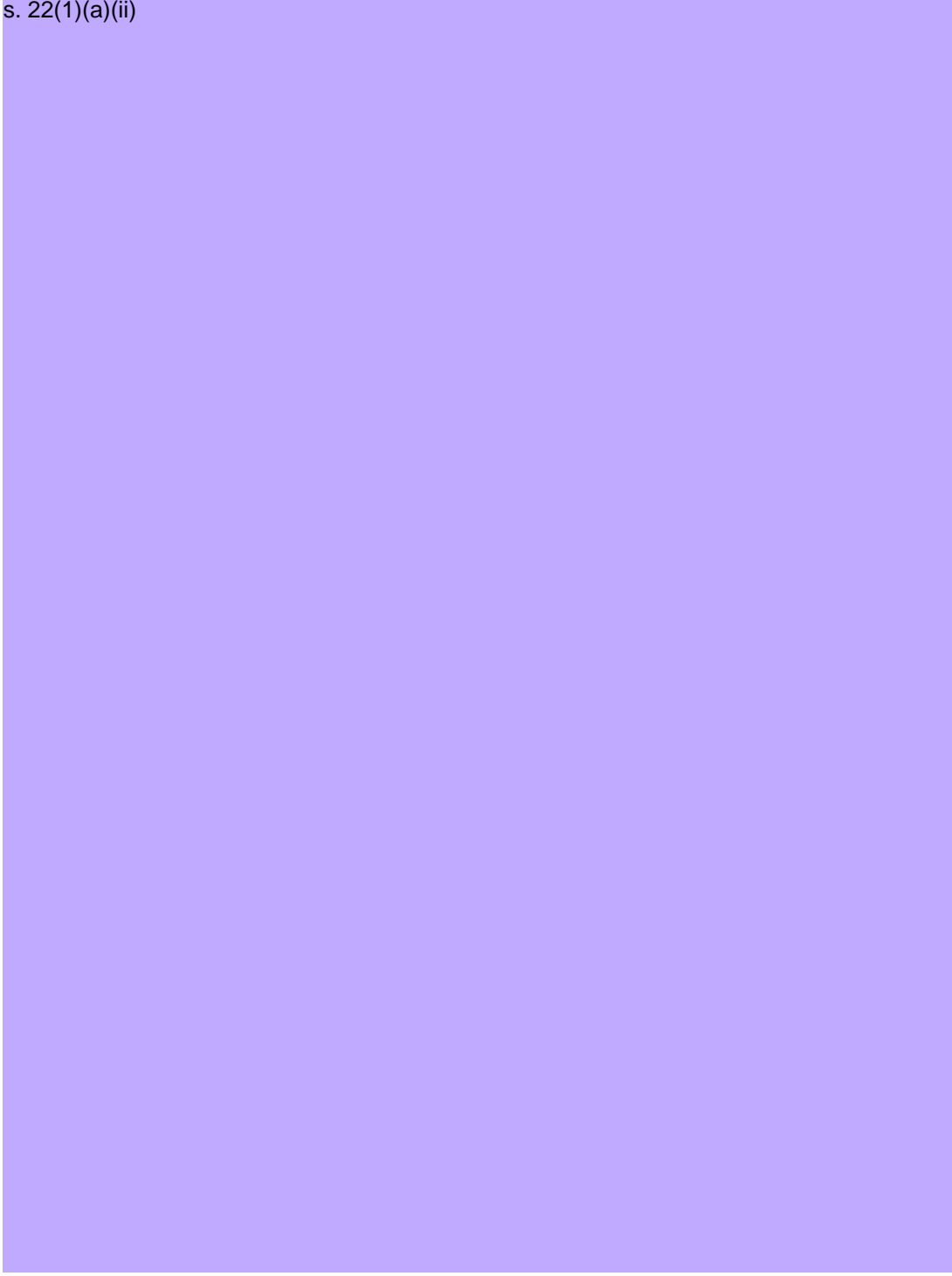
s. 22(1)(a)(ii)




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



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



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



5. Medical transfers

Most transfers in PNG are now from Manus to Port Moresby although there are still a small number of transfers to Australia for services that are in fact available in Port Moresby (see later section).

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

. There is also a practice of sending people to Port Moresby rather than accessing outreach specialist visits to Manus Island which would be simpler and less expensive. The availability of the new theatre at Lombrum will hopefully allow IHMS to review their current practice to have a more staged and measured approach for transfers to Port Moresby which should be reserved for emergencies and urgent treatment only, or where investigative procedures or modalities may not be possible in a timely fashion at Lombrum.

Transferees are housed at the Granville Motel at 5 mile, which is at capacity. There is a full time Australian nurse assisted by a locally trained nurse who provides supervision at the motel. The current process seems flawed and could be better supported by providing more services on-site on

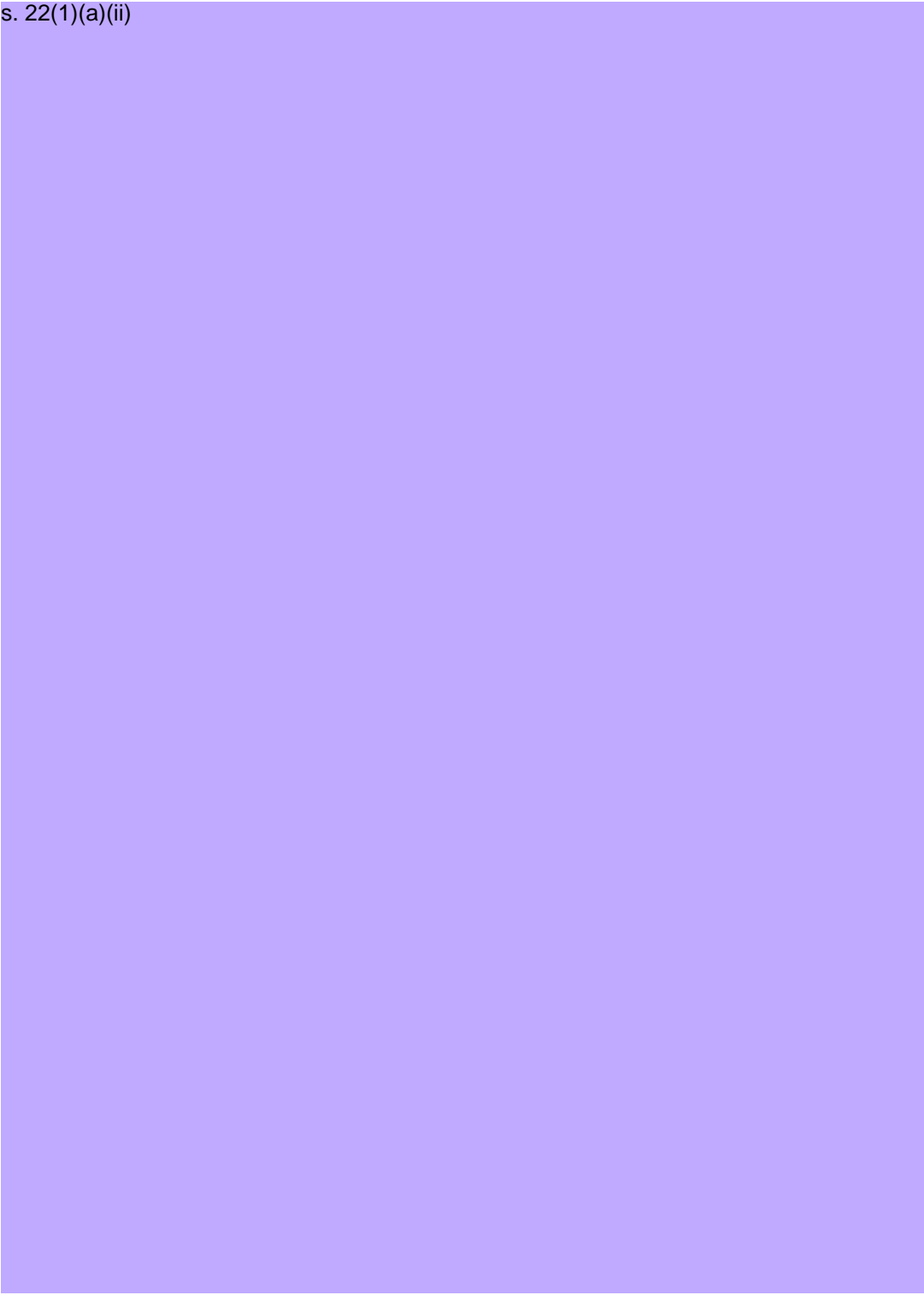
Manus. The referral process is very open-ended and it would appear that GPs are not referring for specific services but open-ended reviews. This leads to a large degree of over-servicing from the specialists who are ordering investigations that may not change care. It also adds to excessive delays where one test leads to another. s. 22(1)(a)(ii)

The practice of cross referral between specialist also needs to be stopped unless urgent. As is usual practice these cases should return to Manus to be managed by the GP with the potential that a visiting specialist may be able to provide the care rather than transferred back to Port Moresby. s. 22(1)(a)(ii)

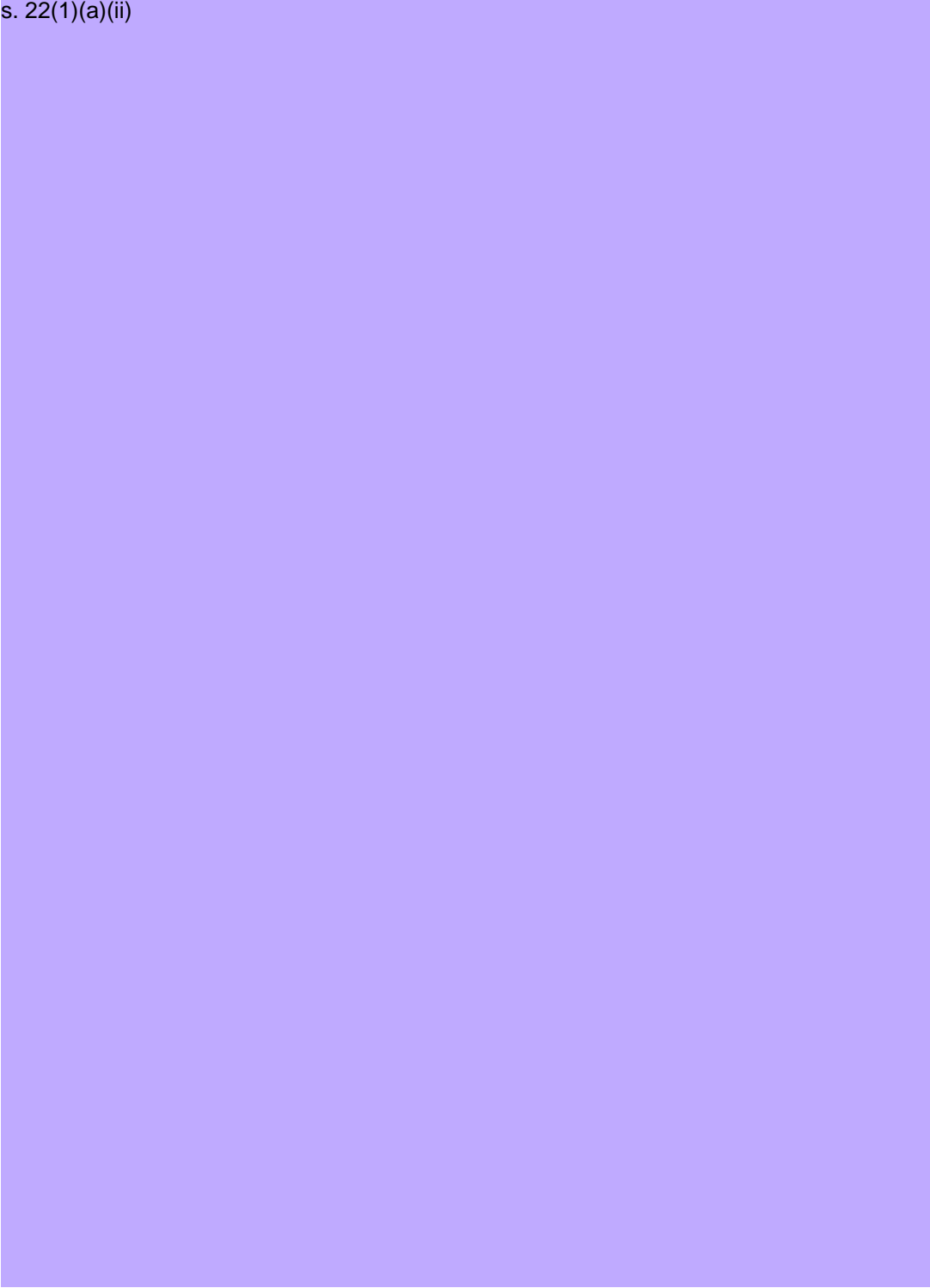
There is also a problem where some transferees refuse treatment once they arrive in Port Moresby and once returned to RPC, GPs are then referring back again. s. 22(1)(a)(ii)

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


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



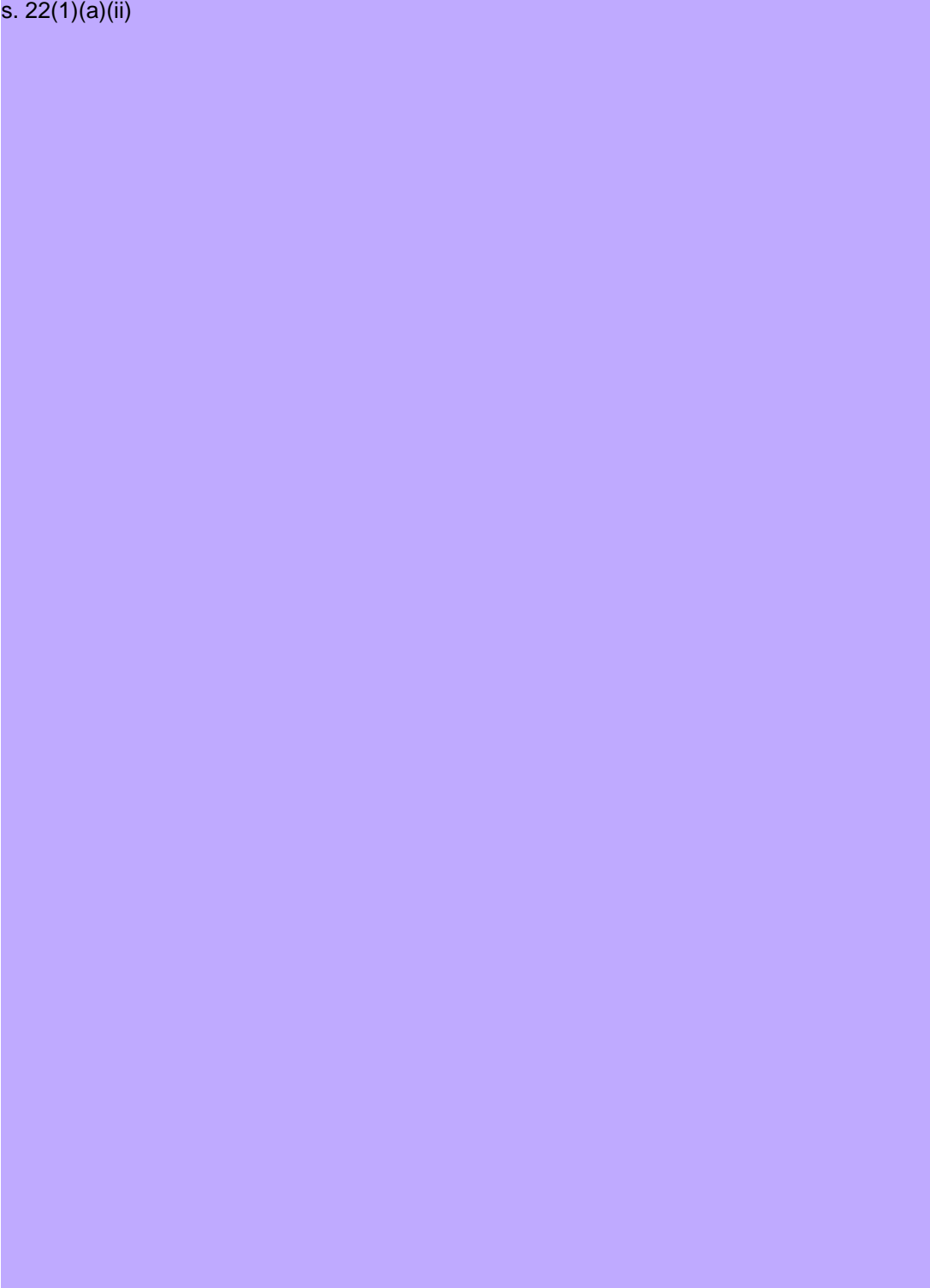
s. 22(1)(a)(ii)



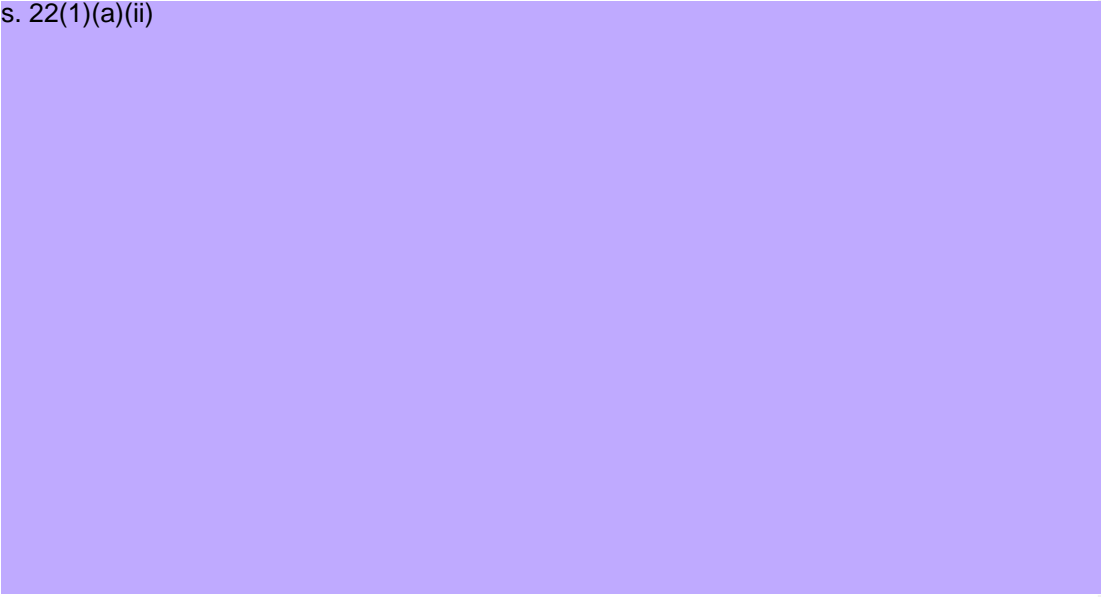
s. 22(1)(a)(ii)



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




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

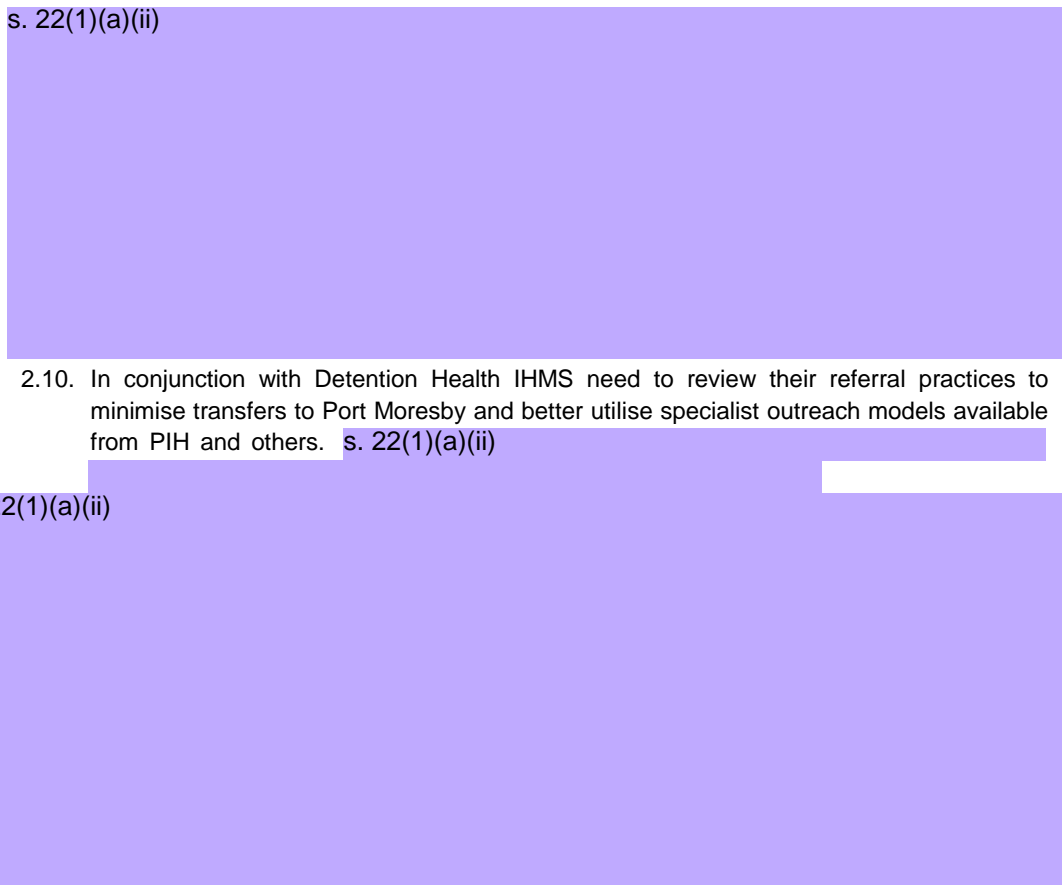


Recommendations

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



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



2.10. In conjunction with Detention Health IHMS need to review their referral practices to minimise transfers to Port Moresby and better utilise specialist outreach models available from PIH and others. s. 22(1)(a)(ii)

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

Name	Facility	Incident Occurred on	Finished	Created By	Status	Summary
POMS:15-3502 – Abusive / Aggressive Behaviour	Manus	28/06/2015 13:34	28/06/2015 13:34	s. 22(1)(a)(ii)	Inactive	<p>At approximately 1334hrs at s. 47F(1) Granville Motel, s. 47F(1) became aggressive and argumentative towards CSO, swearing and then verbally threatening CSO s. 47F(1) SSA Officers de-escalated the situation through the help of interpreter translating. s. 47F(1) SSA conveyed the interpreter to the excursion area for further discussions and calming down of s. 47F(1) which subsequently occurred.</p>
POMS:15-3378 – Use of Force	Manus	23/06/2015 20:45	24/06/2015 14:06	s. 22(1)(a)(ii)	Inactive	<p>Note: This incident occurred in Port Moresby</p> <p>At approximately 20:45 in s. 47F(1), Grandville Motel, Port Moresby, s. 47F(1) refused to take medication from the Nurse who came to the Motel to give it to him. s. 47F(1) blocked the nurse from leaving the motel room so the Security Guards removed him from this room and took him back to his own room.</p> <p>Note: no further information is available at this time. Will await further update from Wilsons Security.</p>
POMS:15-2716 – Use of Force	Manus	20/05/2015 18:49	25/05/2015 13:27	s. 22(1)(a)(ii)	Inactive	<p>As at 1830hrs LT on 20 May 2015:</p> <p>Transfield Services reported that at approximately 1730hrs LT at the Grandville Hotel in Port Moresby, unplanned force was used to prevent s. 47F(1) from assaulting an IHMS staff member.</p>

						<p>Transfield Services advised that s. 47F(1) and was being assessed by the IHMS staff member. s. 47F(1) and became abusive and aggressive when the IHMS staff member was explaining the cause of his symptoms.</p> <p>It is reported that s. 47F(1) threatened the IHMS staff member by saying s. 47F(1) or words to that effect. s. 47F(1) then moved towards the IHMS staff member in a manner which suggested that he was about to assault them.</p> <p>A Transfield Security SSA used minimal unplanned force to prevent s. 47F(1) from reaching the IHMS staff member. Two Transfield Security CSOs then used their physical presence to form a barrier (without contact) between s. 47F(1) and the IHMS staff member.</p> <p>Through negotiation s. 47F(1) calmed down and consented to taking his medication.</p> <p>The IHMS staff member is reported to be uninjured.</p> <p>Transfield Services will continue to engage with s. 47F(1)</p>
<p>POMS:15-2595 – Disturbance – Minor</p>	<p>Manus</p>	<p>13/05/2015 11:00</p>	<p>14/05/2015 11:51</p>	<p>s. 22(1)(a)(ii)</p>	<p>Inactive</p>	<p>Transferee s. 47F(1) was located in the Granville Hotel whilst receiving medical treatment at the Pacific International Hospital. At approximately 0645hrs at Jackson International Airport, Domestic Terminal, Port Moresby (POM), s. 47F(1) was conveyed to the Domestic Terminal, in order to connect with his outbound flight on s. 47F(1) to Manus Island departing at 0830hrs, having completed his medical treatment in Port Moresby. Air Security Escort (ASE) was escorting</p>

					<p>s. 47F(1), was also assisted by another ASE. At approximately 0900hrs, flight s. 47F(1) departed having been delayed with a problem with one of its doors. Wheels Up was texted from ASE to the Port Moresby Security Supervisor. At approximately 1005hrs flight s. 47F(1) returned to Jackson International Airport for reasons unknown. Whilst on the ground all passengers remained seated aboard the original aircraft until another aircraft was made available to cross load. During this period s. 47F(1) [redacted] At approximately 1055hrs the plane was unloaded and the passengers conveyed to another waiting aircraft. At approximately 1100hrs, whilst waiting to board the new aircraft, s. 47F(1) [redacted] Negotiations failed to convince s. 47F(1) to board, therefore at approximately 1120hrs his belongings were offloaded from the aircraft. s. 47F(1) and were subsequently transported by security vehicles back to Granville Motel. New flights are being arranged by Department of Immigration and Border Protection (DIBP) as early as tomorrow.</p>
<p>POMS:15-2447 – Damage – Minor</p>	<p>Manus</p>	<p>5/05/2015 22:05</p>	<p>6/05/2015 10:30</p>	<p>s. 22(1)(a)(ii)</p>	<p>Inactive</p> <p>At approximately 2205hrs on 5/5/15 at the Western external stairwell static post, at Granville Motel, Port Moresby (POM), CSO s. 22(1)(a)(ii) and TSI s. 22(1)(a)(ii) observed a small fire in the adjacent buildings storeroom. TSI s. 22(1)(a)(ii) alerted SSA s. 22(1)(a)(ii) s. 22(1)(a)(ii) and s. 22(1)(a)(ii). SSA s. 22(1)(a)(ii) identified that the fire was electrical in nature therefore a dry powder fire extinguisher was sought. SSA s. 22(1)(a)(ii) utilised this extinguisher and put out the fire. At approximately 2213hrs, having fully extinguished the fire the POM Supervisor SSA s. 22(1)(a)(ii) was informed along with Granville Management. At this point it was also noted that the Transferees accommodation building had been affected namely there was now no power throughout the building. Granville Management arrived along with firefighters from the local fire</p>

						station. MRPC Control notified at approximately 2220hrs. No evacuation of Transferees required.
POMS:15-2303 – Public Health Risk – Serious	Manus	28/04/2015 18:21	29/04/2015 8:58	s. 22(1)(a)(ii)	Inactive	On 22/04/2015 s. 47F(1) [redacted] currently located in Port Moresby had s. 47F(1) [redacted] is currently being treated as having active TB until test results are confirmed. He has been isolated in his room, staff have been issued with masks and gloves and are receiving guidance from IHMS as a precaution. Blood results are expected to be received in 24 hours.
POMS:15-2361 – Public Health Risk – Serious	Manus	28/04/2015 16:20	1/05/2015 11:47	s. 22(1)(a)(ii)	Inactive	At approx. 1620hrs in Port Moresby transferee s. 47F(1) [redacted] was being medically treated in POM when a suspicion of possible Tuberculosis (TB) infection was identified by treating doctor and the test results returned as positive. TB preventative operational procedures were immediately commenced within the Granville Motel Accommodation
POMS:15-1994 – Self Harm – Threatened	Manus	10/04/2015 19:30	22/04/2015 13:28	s. 22(1)(a)(ii)	Inactive	At approximately 1930hrs, in Port Moresby, PNG - s. 47F(1) Granville Motel, s. 47F(1) [redacted] SSA s. 22(1)(a)(ii) continued to explain to s. 47F(1) that the delay was caused by unavailable seating on his originally planned flight and engaged him to alleviate the frustration. s. 47F(1) was previously advised that he was travelling POM - MAS on Sunday 12 April 2015, however had now been rescheduled to Wednesday 15 April 2015 to be accompanied by

						SSA s. 22(1)(a)(ii) s. 47F(1)
POMS:15-501 – Damage – Minor	Manus	27/01/2015 12:20	30/01/2015 9:44	s. 22(1)(a)(ii)	Inactive	At approximately 1220hrs, at the Granville Hotel in Port Moresby, s. 47F(1) - grabbed the motel refrigerator and threw it on the floor, s. 47F(1) s. 47F(1) then lay on the bed end appeared to calm down.
POMS:15-323 – Abusive / Aggressive Behaviour	Manus	19/01/2015 18:00	30/01/2015 9:44	s. 22(1)(a)(ii)	Inactive	At approximately 1700hrs, at the Granville Motel in Port Moresby, s. 47F(1) - became agitated, shouted in s. 47F(1) punching the concrete wall of the hallway when he was refused a lighter. s. 47F(1) refused medical treatment.
POMS:14-2696 – Food / Fluid Refusal	Manus	20/12/2014 10:42	22/12/2014 15:56	s. 22(1)(a)(ii)	Inactive	At 0859hrs, s. 47F(1) who is currently being accommodated in Port Moresby s. 47F(1) undertaking food and fluid refusal. s. 47F(1) He did not present at medical this morning and has refused his medication and breakfast. s. 47F(1)
POMS:14-2716 – Self Harm – Threatened	Manus	19/12/2014 17:12	22/12/2014 10:11	s. 22(1)(a)(ii)	Inactive	At approximately 1612hrs in Port Moresby, s. 47F(1) emailed a letter to SSA s. 22(1)(a)(ii) stating that

<p>POMS:14-2627 – Self Harm – Threatened</p>	<p>Manus</p>	<p>15/12/2014 14:30</p>	<p>16/12/2014 10:54</p>	<p>s. 22(1)(a)(ii)</p>	<p>Inactive</p>	<p>At approximately 1330hrs, at the Granville Hotel in Port Moresby, s. 47F(1) stated to SSA s. 22(1)(a)(ii) that s. 47F(1)</p>
<p>POMS:14-2431 – Use of Force</p>	<p>Manus</p>	<p>3/12/2014 18:00</p>	<p>4/12/2014 14:09</p>	<p>s. 22(1)(a)(ii)</p>	<p>Inactive</p>	<p>Update: 4/12/2014 - s. 47F(1) is scheduled to return to Manus OPC on Wilsons charter.</p> <p>On 3/12/2014 16:22 LT Transfield Security advised that an unplanned Use of Force took place in transferee s. 47F(1) accommodation in Port Moresby. An Interpreter and Transfield Security officer were in s. 47F(1) room when he pushed the interpreter. The Transfield Security officer asked s. 47F(1) to stop and reached out and placed a hand on his body to stop him.</p> <p>s. 47F(1) was compliant with the request no injury, no damage to property or further incident occurred.</p>
<p>POMS:14-2402 – Abusive / Aggressive Behaviour</p>	<p>Manus</p>	<p>1/12/2014 8:10</p>	<p>2/12/2014 11:52</p>	<p>s. 22(1)(a)(ii)</p>	<p>Inactive</p>	<p>At approximately 0710hrs at s. 47F(1), Granville Motel, s. 47F(1) - became agitated and angry towards SSA s. 22(1)(a)(ii) and explained that when TSI CSO staff departed his room at the conclusion of their night shift, they purposely slammed the door on the way out to ensure they awoke him.</p>
<p>POMS:14-2340 – Abusive / Aggressive Behaviour</p>	<p>Manus</p>	<p>26/11/2014 18:25</p>	<p>27/11/2014 10:04</p>	<p>s. 22(1)(a)(ii)</p>	<p>Inactive</p>	<p>At approximately 1725hrs s. 47F(1) - refused to return to his room at the Granville Motel in Port Moresby. He yelled in an aggressive and agitated manner in the corridor.</p> <p>s. 47F(1)</p> <p>A meeting was arranged</p>

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						<p>and s. 47F(1) was told if he returned to his room and cooperated with the SSA staff it would go ahead.</p> <p>He returned to his room at approximately 1754hrs.</p>
POMS:14-2329 – Self Harm – Threatened	Manus	25/11/2014 10:00	26/11/2014 13:03	s. 22(1)(a)(ii)	Inactive	<p>At approximately 0900hrs s. 47F(1) [REDACTED]</p> <p>[REDACTED] is currently being accommodated in GRANVILLE MOTEL, Port Moresby, for medical reasons.</p> <p>s. 47F(1) [REDACTED]</p> <p>Two Transfield Security guards will remain in his room as per normal procedures.</p>
POMS:14-2130 – Contraband Found – Suspected Weapon	Manus	10/11/2014 23:27	4/12/2014 14:56	s. 22(1)(a)(ii)	Inactive	<p>At approximately 2140hrs local time, s. 47F(1) produced a razor blade during a conversation with a Wilson's security officer at the Granville Hotel in Port Moresby. The razor blade had been hidden in a bandage on s. 47F(1).</p> <p>The Wilson's officer confiscated the razor blade and s. 47F(1) has been placed on high watch (30 minute) observations.</p>
POMS:14-2120 – Use of Force	Manus	9/11/2014 10:40	4/12/2014 15:43	s. 22(1)(a)(ii)	Inactive	<p>At 10:40hrs, s. 47F(1), when returning to his room from an IHMS appointment in Port Moresby, noticed that rubbish had been removed. s. 47F(1) became aggressive and came out to ask who had been in his room. The Wilson's officer was on site and asked him to returned to his room. s. 47F(1) refused and pushed the officer with his left hand. The officer held the hand that went to hit him and two other officers arrived to also hold his hand with minimal force. s. 47F(1) was escorted to his room and calmed down. Later, s. 47F(1) started to head butt the wall on two occasions and was stopped with minimal force by two</p>

						<p>officers. Approximately 10 minutes later he had calmed down and the situation had de escalated.</p> <p>s. 47F(1)</p>
POMS:14-2084 – Self Harm – Actual	Manus	5/11/2014 20:53	4/12/2014 16:13	s. 22(1)(a)(ii)	Inactive	<p>At approximately 1635hrs local time, s. 47F(1) and s. 47F(1) became involved in an argument at the Granville Motel in Port Moresby. Shortly after s. 47F(1) returned to his room and cuts his arm with a razor blade. He then placed the razor blade into his mouth. SSA officers negotiated with s. 47F(1), who then handed over the razor blade to the officers.</p>
POMS:14-1697 – Self Harm – Threatened	Manus	3/10/2014 16:30	7/10/2014 9:40	s. 22(1)(a)(ii)	Inactive	<p>At approximately 1630hrs s. 47F(1) was advised that he will be going back to Manus as he had completed his medical treatment in pORT MORESBY (while accommodated at the Granville Motel).</p> <p>s. 47F(1)</p> <p>s. 47F(1) produced a portion of a blade that had been hidden within his room and gave it to Safety and Security Advisor (SSA) MITA.</p>

Contract Information Form (CIF) – contract variation

This form contains the mandatory information required to be entered into the CPR System. Information omitted or incorrect will cause delays in the processing. Please refer to the instructions at the end of this document or embedded blue hyperlinks for guidance on how to complete this form.

1) Contract Screen

Contract Number

PO/SO No:

Vendor

Name: s. 47G(1)(a) Granville motel

Number: 125438

ABN:N/A

Contact Officer: s. 22(1)(a)(ii)

Contract Manager: s. 22(1)(a)(ii)

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

Delegate: Kylie Scholten

NEW: Contract Description: *Granville Motel Accommodation Services in Port Moresby to 31 December 2015*

NEW: Contract Dates

New validity end date (if applicable): 30 December 2015

Amendment date (date the amendment was agreed too): 25 June 2015

Amendment start date (date the amendment is to commence): 1 July 2015

Attributes select any applicable fields

PGPAAs23(3) – approval to spend money

PGPAAs20Ai /PGPAAs60 – commitment of money to be spent in coming financial years or for a contingency

Warranty

Guarantee

Indemnity

Letter of Comfort

Attachments Trim Link Reference to signed copy of Contract Variation/Extension and delegate approvals

File Reference/s: (Eg. PGPAAs23(3) – ADD2014/.....)

2) Additional Line Item Creation <i>(Copy and paste this section for more line items)</i>	
Note: For a contract which delivers over multiple financial years (FY) create one line item for each FY, with the delivery date for each FY being 30 June if no other date is applicable. The delivery date determines the commitment of funds in each year.	
Account Assignment Category:	<input checked="" type="checkbox"/> Cost centre or <input type="checkbox"/> Project (WBS)
Short Text description <i>of goods/services to be purchased per line):</i>	
Granville Motel Accommodation to December 31 2015	
Line	
<u>GL Account:</u> 745440	
<u>Cost Centre:</u> 11479 or <u>WBS Element:</u>	
Tax Code Select from	
<input checked="" type="checkbox"/> P1 – Non Capital Goods – 10% GST	
<input type="checkbox"/> P2 – Non Capital Goods – 0% GST No GST in price	
<input type="checkbox"/> P3 – Non Capital Goods – 0% GST Outside Scope of GST	
<input type="checkbox"/> P5 – Non Capital Goods – 0% GST Acquisition re input taxed supplies	
<input type="checkbox"/> Q1 – Capital Goods – 10% GST	
<input type="checkbox"/> Q2 – Capital Goods – 0% GST No GST in Price	
<input type="checkbox"/> Q3 – Capital Goods – 0% GST Outside Scope of GST	
<input type="checkbox"/> Q5 – Capital Goods – 0% GST Acquisition re input taxed supplies	
Variation to line/s on PO/SO:	
<input checked="" type="checkbox"/> Standing Order <i>(ongoing costs)</i> <input type="checkbox"/> Purchase Order <i>(one off cost)</i>	
<i>Please enter amounts excluding GST</i>	
Line item number: Line 1 - \$	
Current Line Amount: s. 47G(1)(a)	
New Amount or Increase/decrease: s. 47G(1)(a)	
Total Line Amount: s. 47G(1)(a)	
Line item number:	
Current Line Amount: \$	
New Amount or Increase/decrease: \$	
Total Line Amount: \$	
Contract Variation:	
Current Contract Value:	s. 47G(1)(a) (including GST)
Increase/decrease:	s. 47G(1)(a) (including GST)
New Contract Value:	s. 47G(1)(a) (including GST)
<i>Please note when completing the relevant PGPAAs23(3) approval you will need to list what the variation amount is and what the new total contract value will be.</i>	
Existing Delivery Date: 30 June 2015	

New Delivery Date: 31 December 2015
Type of Cost: <input checked="" type="checkbox"/> Variable cost or <input type="checkbox"/> Fixed cost
Prepayment: <input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No <i>(If you tick yes in this field your delegate must have PGPAAs20Ai (Prepayment) delegation and you must provide relevant documentation from the delegate noting they are exercising this delegation)</i>
3) Gazettal Screen
Warning: The information entered in these fields will be publicly reported on AusTender
Blocking reason If the contract information is to be published leave this field at the default of blank (not blocked). <input type="checkbox"/> FO FOI ACT <i>(must have written approval from Secretary & be provided to PCB)</i> <input type="checkbox"/> GR Grants to outside bodies or State Governments <input type="checkbox"/> NG No Goods or Services Provided <input type="checkbox"/> NP Not in Public Interest <i>(Secretary's approval needed & be provided to PCB)</i> <input type="checkbox"/> OS Supplies procured and used overseas <input type="checkbox"/> PC Petty Cash reimbursements <input type="checkbox"/> PG Previously gazetted <i>(supporting evidence to be attached)</i> <input type="checkbox"/> RF Refunds for goods or services <input type="checkbox"/> RP Reconciliation Payment
Contact Code: [00020 – Procurement and Contracts]
Office Post code: [2617]
UNSPS Code:
ATM Identifier: <i>(If the Procurement method is Open Tender this field must be populated by the original number used to identify the business opportunity as advertised on AusTender eg. RFT 12/22)</i>
MM Contracts: <input type="checkbox"/> CO (contract) or <input type="checkbox"/> GR (grant) or <input type="checkbox"/> ODA (grant like) <input type="checkbox"/> NC (no formal written grant or contract)
Procurement method (select one) <input type="checkbox"/> LT – Limited tender is a procurement method, in which an agency approaches one or more potential suppliers to make submissions (as defined in paragraph 9.10 of the CPRs) <input type="checkbox"/> OT - Open tender is a procurement method which involves publishing an open approach to market on AusTender and inviting submissions (as defined in paragraph 9.8 of the CPRs) <input type="checkbox"/> PT – Prequalified tender is a procurement method in which the procuring agency selects potential suppliers from a multi-use list, or as the second stage of a Request for Expression of Interest or prequalification process and invites them to provide a submission (as defined in paragraph 9.9 of the CPRs)
Plan end date: 31 December 2015
SON identifier: SON_____ <i>(Only applicable if purchased using a panel arrangement)</i>

<p><u>Consultancy flag</u> <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><i>(Only select YES if both questions in <u>Consultancy - instruction</u> are answered as 'Yes')</i></p> <p>Consultancy reason: (select one)</p> <p><input type="checkbox"/> NI Need for independent research or assessment</p> <p><input type="checkbox"/> NS Need for specialised or professional skills</p> <p><input type="checkbox"/> SC Skills currently unavailable within agency</p>
<p><u>Contract confidentiality</u> <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><i>(Only select YES if all four criteria of the Confidentiality Test are met. Refer to <u>contract confidentiality</u> for more information)</i></p> <p>Confidentiality reason: (select one)</p> <p><input type="checkbox"/> IC Internal Costing/profit information</p> <p><input type="checkbox"/> OT Other <i>(If 'other' is selected provide a brief explanation below)</i></p> <p><input type="checkbox"/> PA Privacy Act 1988</p> <p><input type="checkbox"/> PI Public interest</p> <p><input type="checkbox"/> SS Statutory secrecy provisions</p> <p><input type="checkbox"/> TS Intellectual property</p> <p>'Other' reason: _____</p>
<p><u>Output confidentiality</u> <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>Output confidentiality reason: (select one)</p> <p><input type="checkbox"/> AL Artistic, literary or cultural secrets</p> <p><input type="checkbox"/> OT Other <i>(If 'other' is selected provide a brief explanation below)</i></p> <p><input type="checkbox"/> PA Privacy Act 1988</p> <p><input type="checkbox"/> PI Public interest</p> <p><input type="checkbox"/> SS Statutory secrecy provisions</p> <p><input type="checkbox"/> TS Intellectual property</p> <p>'Other' reason: _____</p>

Instructions

Contract Screen	
Vendor	<p>Vendor selection should be made by 'Australian Business Number (ABN)'. Each organisation has a Australian Business Number (ABN) and selecting the organisation by this number will ensure that the information for the vendor on the system is more accurate. If the supplier does not have an ABN you will need to undertake the search using 'general group'.</p> <p>To Search for a Vendor: Enter a complete vendor's name or a partial vendor name surrounded by asterisks (eg. '*hellen*') into the <i>Name</i> text box. Contact the vendor team by email on vendors@immi.gov.au for help.</p>
Contact officer	Business area contact person.
Telephone	The telephone number of the business area contact person. It needs to be the complete telephone number.
Contract manager	The DIBP officer responsible for the ongoing management and monitoring of actual performance as outlined in the performance based contract.
Contract description	<p>This should be an overarching description of the contract. It will be used for all internal and external reporting of the contract and will be publicly available on AusTender. It is important to ensure that the description adequately describes the goods/services contracted for by the department. Avoid using abbreviations, sensitive titles and acronyms. Do not use peoples' or suppliers' names or other personal information as this information will be publicly available; this could be in breach of legislation such as the Privacy Act.</p>
Validity end	<p>For the purpose of reporting on AusTender, the end date is the date that performance of the contract is expected to be completed. As a result of the contract variation this date may change and will therefore require updating. In cases where the end date is not specified, entities will need to estimate the expected date of receipt of the final installment of goods or services.</p>
Amendment date	This is the date that the amendment/variation is agreed to. This date should be the date that the deed of variation (or equivalent) is signed. If there is no written contract variation this date should be the same as the amendment start date.
Amendment start date	The start date identified in the contract variation (or equivalent) for the provision of the goods/services. If there is no written start date the amendment start date should be the next date after the end of the initial contract period.
PGPAAs23(3) approve a commitment of relevant money	<p>The approval of a proposed commitment of relevant money should be a separate step that occurs before a staff member enters into an arrangement (or a payment is made). Locating the correct financial delegate can be achieved by going to:</p> <p>http://dimanet.immi.gov.au/financial_management/financial_framework/financial_delegations</p>
PGPAAs20Ai forward commitment approval	If PGPAAs20Ai forward commitment applies, approval must be obtained before entering into the arrangement.
PGPAAs60 contingent liability	<ul style="list-style-type: none"> • Warranty: it is an expressed or implied promise that certain facts are as they are presented to be. If a warranty is included as part of the contract

	<p>you need to tick the box.</p> <ul style="list-style-type: none"> • Guarantee: a binding promise of one person to be answerable for the obligations of another if that other person defaults. The law of guarantees is complex and guarantees should be carefully drafted to meet DIBP specific requirements. • Indemnity: It is a duty, typically arising from a contract, in which one promises to make good another's financial loss or liability, resulting from a particular event or contingency. A indemnity would require Reg 10 approval • Letter of Comfort: is an instrument that is used to facilitate an action or transaction but is constructed in a way to avoid giving rise to a legal obligation. Letters of comfort should only be used after specialist legal advice has been obtained. <p>For more information, refer to <u>AAI 2 - Approval and commitment of relevant money</u></p>
Attachments	It is the responsibility of the business area to conduct a quality assurance review of each trimmed contract/agreement, to ensure completeness and legibility before attaching the trimmed link to the contract.
Line Item Creation	
Account Assignment Category	If the contract relates to an asset (including Low Value Items) you need to select 'project'. Choosing 'project' will change the 'cost centre' field to 'WBS elements'.
Short Text	Enter a detailed description of the goods/services to be purchased. Include the make, model & related information for asset purchases.
GL Account	Refer to the <u>Chart of Accounts</u> on IMMInet for a complete list of general ledger account numbers.
Cost Centre	Enter the cost centre number of the area making the purchase (usually your area).
WBS Element	Only required to complete this step if you selected 'project' under the account assignment category.
Tax Code	Select the appropriate tax code. <i>Please note that Q codes are only accessible when Project is selected in the Account Assignment Category.</i> If you have any queries in relating to selecting a code contact the Tax Team Email: tax@immi.gov.au Telephone: 02 6264 4136.
Variation to line/s on PO/SO	<p><i>The difference between Purchase Orders and Standing Orders</i></p> <p>Purchase Order A purchase order is used for purchase of a fixed, known number of goods or services (eg. “We need to purchase 3 electronic whiteboards”).</p> <p>Standing Order A standing order is used for an ongoing supply of goods and services throughout the financial year (eg. Payment for services of a contractor where the approximate total value is known, but payments are spread over a number of months).</p>
Type of Cost	<p>Determine whether the contract is fixed cost or variable cost.</p> <p>Commitments that appear on cost centre reports are the fixed cost associated with a contract. They are the costs that are known and will occur.</p> <p>Variable costs are costs that may occur and will be dependent upon events occurring, for example a consultant may be required to travel interstate, as part of the contract for meetings. The department will cover those costs but</p>

	<p>in reality there was no need for the travel and no cost to be incurred. In this case the variable component would not be considered a commitment.</p> <p>If a contract contains both fixed and variable costs they need to be recorded as separate line items.</p>
Gazettal Screen	
Blocking Reason	<p>If the contract information is to be published leave this field at the default of blank (not blocked). If you believe the gazettal should be blocked, please consult with Finance Service Desk: Email: finance.service.desk@immi.gov.au Phone: 02 6264 3333 or ext 63333</p>
Office Post Code	Enter the postcode of the contract manager
UNSPSC	<p><i>United Nations Standard Products and Services Code</i> If you are unable to find the appropriate UNSPSC using the search, a complete list of codes is available for browsing at: See: Customised AusTender UNSPS Code set http://dimanet.immi.gov.au/quickfind/forms/8_0</p>
ATM Identifier	<p>Provides a link from the contract back to the original purchasing process. This field is mandatory if the procurement method is Open Source. All contracts established under the same procurement process should share the same ATM ID. An example of an ATM identifier would be the request for tender number that is issued by Procurement and Contracts Branch. Example: RFT10/09.</p>
Procurement method	Select the method of approaching the market. If the contract is the result of a standing offer or panel arrangement, the procurement method will be the same method as for the creation of the standing offer or panel arrangement (not the process used to choose the supplier from the arrangement).
Plan end date	If no end date is identified, report the date performance of the contract, in accordance with the terms and conditions of the arrangement, is expected to be completed.
SON identifier	Select from the drop down list. The SON only applies to contracts (Official Orders or Orders for Services) that are drawn down from a Head Agreement (also known as a Deed of Standing Offer). The Head Agreement and the new contract must be linked together so that the information is not published on AusTender multiple times.
Consultancy	<p>If the answer to BOTH questions is yes, the arrangement is a consultancy. In determining if the services being procured are a consultancy, consider the following questions:</p> <ul style="list-style-type: none"> • <i>Do the services involve the development of an intellectual output that assists with agency decision making? (Example: a report)</i> • <i>Will the output reflect the independent views of the service provider? Emphasis should be on whether the agency has control over the views expressed, regardless of the level of direction and supervision that the agency provides in the performance of services. It is important to distinguish between services that are being produced for the agency (consultancy contract) or on behalf of the agency (non-consultancy contract).</i> <p>If you are still unclear about whether the contract is a consultancy or not, please contact Procurement and Contracts Branch.</p>

<p>Contract confidentiality</p>	<p>To determine whether commercial information needs to be protected as confidential you must apply a test set by the Department of Finance (the Confidentiality Test). Other information in the contract may be confidential due to legislation or policy.</p> <p>The Confidentiality Test consists of four criteria. All four criteria MUST be met in order to determine that commercial information is confidential. The criteria are:</p> <ul style="list-style-type: none"> • the information to be protected must be specifically identified; that is, it must be identified clearly in the contract. • the information must be commercially ‘sensitive’. This means that the information should not generally be known or ascertainable; that is, it is not in the public domain. • disclosure would cause unreasonable detriment to the owner of the information or another party; and • the information was provided under an understanding that it would remain confidential. <p>It is important to ensure that confidentiality in contracts is not overused to the detriment of transparency and accountability. For example, the hourly rate paid by agencies for contractors is not confidential and should not be treated as such in contracts.</p> <p>If you have selected yes, select an appropriate reason.</p>
<p>Output Confidentiality</p>	<p>Information obtained or generated as a result of performance of the contract, such as a consultancy report which contains information that is protected since its disclosure would be contrary to the public interest.</p> <p>Only tick this box if the contract is going to produce material that DIBP wants to, or has agreed to, keep confidential (i.e. a report).</p> <p>If you have selected yes, select an appropriate reason.</p>

For Assistance

Refer to the Procurement Manual on IMMInet.

See: http://dimanet.immi.gov.au/financial_management/procurement/legislation_and_policy

Or - Contact the Finance Service Desk:

Email: finance.service.desk@immi.gov.au

Phone: 02 6264 3333 or ext 63333

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Department of Immigration and Border Protection

MINUTE

To: **Kylie Scholten** **Deadline for** **25 June 2015**
 A/g Assistant Secretary **response:**
 Offshore Operations Branch

Through: **s. 22(1)(a)(ii)** Finance Operations **Contact Officer:** **s. 22(1)(a)(ii)**
 Manager, Financial Services **Phone:**
 Section, Shared Services Branch

From: **s. 22(1)(a)(ii)** **File:** ADF2014/15741
 A/g Director
 Manus Operations and Co-
 Ordination Section

Date: 10/06/2015

AGREEMENT TO EXTEND PAYMENT ARRANGEMENTS FOR THE GRANVILLE MOTEL UNDER THE PNG MOU ARRANGEMENTS

Timing:

The payment arrangements for Granville Motel require endorsement before 30 June 2015.

Purpose:

1. This minute seeks your agreement to extend the payment arrangements with **s. 47G(1)(a)** trading as Granville Motel to supply bulk accommodation services in Port Moresby (POM) for the period 1 July 2015 to 31 December 2015.
2. Also, to seek your approval as PGPAAs23(3) delegate for the amount of **s. 47G(1)(a)** (GST inclusive) for estimated costs associated with this extension.

Background:

3. The Granville Motel in POM is used to accommodate Transferees and Interpreters transferred from Manus for medical appointments/conditions, including transfer to and from mainland Australia.
4. On 28 May 2014, a contract for the period 23 May to 12 June 2014 was signed with Granville Motel for **s. 47G(1)(a)**. The contract provided bulk room accommodation services in POM (8 twin

share and 4 double rooms) at the Granville Motel for the amount of s. 47G(1)(a) On 20 June 2014, the contract was extended for the period of 13 June 2014 to 24 July 2014 for bulk room accommodation services (9 twin share and 4 double rooms) for the amount of s. 47G(1)(a)

5. From July 2014 to February 2015, Granville Motel invoices were paid using individual staff credit cards within the IMA Charters and Transfers Team. In February 2015, IMA Charters and Transfers were advised by Finance Division the invoices were no longer able to be paid by credit card due to changes in the Departments corporate card arrangements with the supplier and the daily transaction limits on individual staff cards.
6. On 5 March 2015, the PGPAAs23(3) delegate, approved the Granville Motel invoices to be paid under Papua New Guinea Memorandum of Understanding (MOU) arrangements to the value of s. 47G(1)(a) for the period 20 February to 30 June 2015 (Attachment A). To continue the use of the Granville Motel during 2015, arrangements need to be extended for the period 1 July to 31 December 2015.

Issues:

7. It is proposed, the Granville Motel provides bulk room accommodation services in POM from 1 July to 31 December 2015 at an anticipated cost of s. 47G(1)(a) This is based on current room usage and additional costings for 3 rooms based on demand (see Attachment B).
8. The cost of the arrangements include:
 - 9 twin rooms for 14 days @ s. 47G(1)(a) per night; and
 - 4 single rooms for 14 days @ s. 47G(1)(a) per night; and
 - 3 additional twin rooms for 14 days @ s. 47G(1)(a) per night.
9. The Department also has at its disposal an additional 3 twin rooms should they be required at an anticipated cost of s. 47G(1)(a)
10. The cost of this contingency arrangement includes:
 - 3 additional twin rooms for 14 days @ s. 47G(1)(a) per night

Value for Money:

11. Value for money was determined when the original contract with Granville Motel was signed for the period 23 May to 12 June 2014. This was based on a review and risk assessment of suitable residential accommodation available in POM by Transfield.
12. For the period November 2014 to February 2015 monitoring and review of occupancy rates by IMA Charters and Transfer indicated that the Granville Motel had a high to fully utilised occupancy rate. During February, March and April 2015 subsequent monitoring of occupancy rates also indicates a high occupancy rate supporting the need for ongoing safe accommodation in POM.

13. During the month of May 2015 high occupancy rates resulted in the use of the additional 3 twin rooms for a period of 14 days.

RECOMMENDATION

That you:

1. Approve the extension of the payment arrangements with the Granville Motel to supply bulk accommodation services in Port Moresby (POM) for the period 1 July 2015 to 31 December 2015; to the total potential value of s. 47G(1)(a) bringing the total potential spend to s. 47G(1)(a)
2. as PGPAAs23(3) - Goods and Services delegate, approve the estimated expenditure of s. 47G(1)(a) for the period 1 July 2015 to 31 December 2015 .

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

A/g Director
Manus Operations and Co-Ordination Section

APPROVED / NOT APPROVED / DISCUSS

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

Kylie Scholten
A/g Assistant Secretary
Offshore Operations Branch

23 June 2015

24 June 2015

Attachment:

- A. PGPAAs23(s) delegate approved for Granville Motel PNG MOU arrangements for period 20 February to 30 June 2015 (*separate file as attached*)
- B. Costings for period 1 July to 31 December 2015 (*included below*)

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Attachment B

Granville Motel Costings – 1 July to 31 December 2015

Estimated costs associated with Granville Motel for the period 1 July 2015 to 31 December 2015 based on full occupancy of:

- 9 twin rooms for 14 days @ s. 47G(1)(a) per night; and
- 4 single rooms for 14 days @ s. 47G(1)(a) per night.

Fortnights to 31/12/2015

25/06/2015 – 8/07/2015	01/10/2015 – 14/10/2015
09/07/2015 – 22/07/2015	15/10/2015 – 28/10/2015
23/07/2015 – 05/08/2015	29/10/2015 – 11/11/2015
06/08/2015 – 19/08/2015	12/11/2015 – 25/11/2015
20/08/2015 – 02/09/2015	26/11/2015 – 9/12/2015
03/09/2015 – 16/09/2015	10/12/2015 – 23/12/2015
17/09/2015 – 30/09/2015	24/12/2015 – 06/01/2016

Estimated costs for 9 twin rooms and 4 single rooms to the end of December 2015

No. of Fortnights	Twin Rooms (9 rooms)	Single Rooms (4 rooms)	Sub-total	GST 10%	Total	Approx. \$A
14 fortnights	s. 47G(1)(a)					

Notes:

- Estimated cost based on full fortnightly cost as it is assumed that payment will be made in 2014/2015 financial year.
- K = Papua New Guinea Kina
- \$A = AUD dollar value which will be calculated using the respective daily exchange rate at the time of processing each invoice
- 0.5052 exchange rate as at the 10 June 2015 used in calculation of approximate costing in AUD

The Department also has at its disposal an additional 3 twin rooms should they be required.

Estimated costs associated with Granville Motel from 1 July 2015 to 31 December 2015 based on full occupancy of:

- 3 additional twin rooms for 14 days @ s. 47G(1)(a) per night

Estimated costs for 3 additional twin rooms to the end of December 2015

No. of Fortnights	Twin Rooms (3 rooms)	GST 10%	Total	Approx. \$A
14 fortnights	s. 47G(1)(a)			

TOTAL CONCEIVABLE COST OF GRANVILLE MOTEL AT END OF DECEMBER 2015

s. 47G(1)(a)

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Department of Immigration and Border Protection

MINUTE

To:	Sally Pfeiffer A/g Assistant Secretary Detention Operations Branch	Deadline for response:	As soon as possible
Through:	s. 22(1)(a)(ii) Finance Operations Manager, Financial Services Section, Shared Services Branch	Contact Officer: Phone:	s. 22(1)(a)(ii)
From:	s. 22(1)(a)(ii) Director, Operational Support and Logistics Section	File:	ADF2014/15741
Date:	05 March 2015		

PROCUREMENT OF ACCOMMODATION SERVICES IN PORT MORESBY AS A PROCUREMENT ABOVE THE THRESHOLD.

PURPOSE

1. This minute seeks your approval, as PGPAAs23(3) - Goods and Services delegate, to an estimated expenditure of s. 47G(1)(a) (including GST) with s. 47G(1)(a) Granville Motel to supply bulk accommodation services in Port Moresby (POM) as a procurement above the threshold.

BACKGROUND

2. The Granville Motel in POM is used to accommodate Transferees and Interpreters transferred from Manus for medical appointments/conditions, including transfer to mainland Australia.
3. On 28 May 2014, a contract for the period 23 May to 12 June 2014 was signed with Granville Motel for s. 47G(1)(a). The contract provided bulk room accommodation services in POM (8 twin share and 4 double rooms) at the Granville Motel for the amount of s. 47G(1)(a).
4. On 20 June 2014, the contract was extended for the period of 13 June 2014 to 24 July 2014 for bulk room accommodation services (9 twin share and 4 double rooms) for the amount of s. 47G(1)(a). At that time, the Department paid the invoices against a Purchase Order. A subsequent extension of the contract was not exercised for the period after 24 July 2014 as IMA Charters and Transfers was not operationally able to put into place further contract arrangements and the Granville Motel changed the preferred method of payment to using credit card facilities. IMA Charters and Transfers sought advice from the Travel and Business Continuity Team and confirmed that payment by credit card facilities, using individual staff credit cards, was acceptable for a short period of time.

- 2 -

5. Since July 2014, Granville Motel invoices have been paid using individual staff credit cards within the IMA Charters and Transfers Team. IMA Charters and Transfers has now been advised by Finance Division that it is no longer able to pay the invoices by credit card due to changes in the Departments corporate card arrangements with the supplier and the daily transaction limits on individual staff cards.

METHOD OF PROCUREMENT

6. This is a procurement above the threshold as the estimated value of the service is over the procurement threshold of \$80,000 as set out in paragraph 9.7(a) of the Commonwealth Procurement Rules (CPRs). As a procurement above the threshold, it is subject to the additional rules of Division 2 of the CPRs.
7. It is proposed, by IMA Charters and Transfers, as verbally instructed by Finance Division, that future payments for bulk room accommodation services in POM are paid under the Papua New Guinea Memorandum of Understanding (Attachment A) arrangements.

SERVICES AND REQUIREMENTS

8. It is proposed, the Granville Motel provides bulk room accommodation services in POM from 20 February 2015 to 30 June 2015. This is based on current room usage and invoicing arrangements:
 - 9 twin rooms for 14 days @ s. 47G(1)(a) per night; and
 - 4 single rooms for 14 days @ s. 47G(1)(a) per night.
9. It is also proposed, the Granville Motel provides additional bulk room accommodation services from 20 February 2015 to 30 June 2015 should demand require. This is also based on current room usage and invoicing arrangements and is only invoiced when the rooms are actually used by the Department.
 - 3 additional twin rooms for 14 days @ s. 47G(1)(a) per night

TERM OF ENGAGEMENT

10. This procurement is for the period 20 February 2015 to 30 June 2015.

COST

11. The estimated costs of the procurement activity are:
 - 9 twin rooms and 4 single rooms to end June 2015 at a cost of s. 47G(1)(a)
 - 3 additional twin rooms to end June 2015 at a cost of s. 47G(1)(a)

Total estimated cost for the procurement activity is s. 47G(1)(a) to end June 2015.

Full estimated costs are at Attachment B.

The estimated cost of this procurement can be met from within current budget provisions. PGPAAs20Ai forward commitment approval is not required.

VALUE FOR MONEY

12. Value for money was determined when the original contract with Granville Motel was signed for the period 23 May to 12 June 2014. This was based on a review and risk assessment of suitable residential accommodation available in POM by Transfield. Subsequent monitoring and review of occupancy rates by IMA Charters and Transfer during October, November and December 2014 also supports the need for ongoing safe accommodation in POM.

RISK ASSESSMENT

13. A risk assessment has been undertaken on this procurement and a copy of the Risk Management Plan is available at Attachment C.

CONSULTATION

14. In preparing this request for bulk room accommodation services in POM, s. 22(1)(a)(ii), Finance Operational Manager, Financial Services Branch and s. 22(1)(a)(ii) Procurement and Contracts Branch were consulted on 11 February 2015. The advice confirms the proposed method of procurement detailed above complies with the procurement requirements of the CPRs.

- Advice received by phone Advice received by email
- Copy of written advice received is attached
- Advice received verbally during meetings with Financial Services Branch

RECOMMENDATION

15. That you, as a PGPAAs23(3) - Goods and Services delegate, approve the expenditure of s. 47G(1)(a) for bulk room accommodation services in POM as a procurement above the threshold.

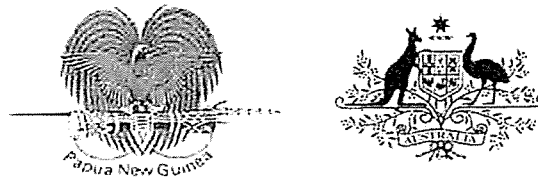
s. 22(1)(a)(ii)

Director
Operational Support and Logistics Section

APPROVED / NOT APPROVED / DISCUSS

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

Sally Pfeiffer
A/g Assistant Secretary
Detention Operations Branch
5/3/2015



**MEMORANDUM OF UNDERSTANDING BETWEEN THE
GOVERNMENT OF THE INDEPENDENT STATE OF PAPUA NEW
GUINEA AND THE GOVERNMENT OF AUSTRALIA, RELATING TO
THE TRANSFER TO, AND ASSESSMENT AND SETTLEMENT IN, PAPUA
NEW GUINEA OF CERTAIN PERSONS, AND RELATED ISSUES.**

The Government of Papua New Guinea and the Government of Australia (the Participants), wishing to build on their existing strong and cordial relations, have come to the following Memorandum of Understanding (the MOU) in relation to the transfer to, and assessment and settlement in, Papua New Guinea of certain persons, and related issues.

This MOU supports the *Regional Resettlement Arrangement between Australia and Papua New Guinea on Further Bilateral Cooperation to Combat People Smuggling*, signed by the Participants on 19 July 2013.

This MOU supersedes the *Memorandum of Understanding between the Government of the Independent State of Papua New Guinea and the Government of Australia, relating to the Transfer to and Assessment of Persons in Papua New Guinea, and Related Issues*, signed by the Participants on 8 September 2012.

Preamble

Noting that:

- the Participants are State parties to the 1951 Convention Relating to the Status of Refugees and its 1967 Protocol, and acknowledge the importance of inter-country cooperation to undermine the People Smuggling industry;
- the Participants share a longstanding bilateral relationship of cooperation on migration and in combating transnational crime;
- Irregular Migration is a continuing challenge for the Asia-Pacific region;
- while border control and law enforcement measures are important, practical cooperative solutions that also address humanitarian needs are required; and
- the Government of Australia appreciates the offer made by the Government of Papua New Guinea to host Transferees in Papua New Guinea, including at a Processing Centre or under community-based arrangements, and to provide them with settlement opportunities.

Recalling that:

- at the Fourth Ministerial Conference of the Bali Process on People Smuggling, Trafficking and Related Transnational Crime (the MCPB) held in Indonesia on 29-30 March 2011, Ministers agreed:
 - to a regional cooperation framework that would provide a more effective way for interested states to cooperate to reduce Irregular Migration in the region;
 - that the framework would be operationalised through arrangements entered into between interested participating states on a bilateral or sub-regional basis (noting the cooperation that might be available from relevant international organisations regarding implementation);
 - that those arrangements would be consistent with the core principles at paragraph 16 and guided by the considerations set out in paragraph 19 of the MCPB Co-Chairs' Statement;
 - that any arrangements should seek to undermine the People Smuggling model and create disincentives for irregular travel, including through possible transfer and readmission arrangements in appropriate circumstances; and
 - that due to the large scale of irregular movement it would be appropriate to focus arrangements on a selected caseload or caseloads.

Recognising:

- the need for practical action to provide a disincentive against Irregular Migration, People Smuggling syndicates and transnational crime and intended to promote orderly migration and humanitarian solutions;
- the need to take account of the protection needs of persons who have moved irregularly and who may be seeking asylum;
- the impact that an arrangement could have in providing a disincentive for Irregular Migration and creating increased protection and settlement opportunities for those in need of international protection; and
- the need to ensure, so far as is possible, that no benefit is gained through circumventing regular migration arrangements;

the Participants have reached the following common understanding regarding a transfer, assessment and settlement arrangement, whereby Australia would Transfer persons to Papua New Guinea for processing of any asylum claims that Transferees may raise and Papua New Guinea would settle those Transferees it determines are refugees .

Interpretation

“Costs” refers to direct costs agreed by the Participants arising out of the implementation of this MOU .

“Irregular Migration” means the phenomenon of people moving without proper authorisation to a country including for the purpose of seeking asylum.

“People Smuggling” means the procurement, in order to obtain, directly or indirectly, a financial or other material benefit, of the unauthorised entry of a person into a country of which the person is not a national or a permanent resident.

“Processing Centre” means a relocation centre established in Papua New Guinea and declared under section 15B of the *Migration Act 1978* (Papua New Guinea).

“Refugee” means a person as defined in Article 1 of the 1951 Convention Relating to the Status of Refugees and its 1967 Protocol (Refugees Convention)

“Transferee” means a person transferred to Papua New Guinea under this MOU.

“Transfer” means transfer from Australia to Papua New Guinea under this MOU.

Objectives

1. The Participants have determined that combating People Smuggling and Irregular Migration in the Asia-Pacific region is a shared objective. Transfer arrangements and the establishment of Processing Centres are a visible deterrent to people smugglers.
2. This MOU will enable joint cooperation, including the development of enhanced capacity in Papua New Guinea, to address these issues.
3. The Participants understand the importance of regional cooperation and have determined to continue discussions as to how these transfer, assessment and settlement arrangements might over time be broadened under the regional cooperation framework.

Guiding Principles

4. The Government of Australia will conduct all activities in respect of this MOU in accordance with its Constitution and all relevant domestic laws.
5. The Government of Papua New Guinea will conduct all activities in respect of this MOU in accordance with its Constitution and all relevant domestic laws.
6. The Government of Australia will bear all Costs incurred under this MOU.
7. Separate to the Costs incurred for the specific operation of this MOU, the Participants will develop a package of assistance and other bilateral cooperation, which will be in addition to the current allocation of Australian development cooperation assistance to PNG, and taking into consideration priorities which are consistent with the revised PNG-Australia Partnership for Development (endorsed by both Governments on 12 October 2011). This includes specific measures agreed to by Participants through the Joint Understanding between Australia and Papua New Guinea on Further Bilateral Cooperation on Health, Education and Law and Order, agreed on 19 July 2013.

Operation of this MOU

8. Australia may Transfer and Papua New Guinea will accept Transferees from Australia under this MOU.
9. Administrative measures giving effect to this MOU will be settled between the Participants. Any further specific arrangements may be made, as jointly determined to be necessary by the Participants, on more particular aspects of this MOU for the purpose of giving effect to its objectives.

Persons to be transferred to Papua New Guinea for processing

10. Persons to be transferred to Papua New Guinea are those persons who:
 - a. have travelled irregularly by sea to Australia; or
 - b. have been intercepted at sea by the Australian authorities in the course of trying to reach Australia by irregular means; and
 - c. are authorised by Australian law to be transferred to Papua New Guinea; and
 - d. have undergone a short health, security and identity check in Australia.

The sites

11. Papua New Guinea will host a Processing Centre or Processing Centres in Manus Province and may host other Processing Centres in Papua New Guinea for the purposes of this MOU.
12. Papua New Guinea may also host Transferees under other arrangements, such as community-based arrangements, at various locations in Papua New Guinea.

Persons to be settled in Papua New Guinea

13. The Government of Papua New Guinea undertakes to enable Transferees who enter Papua New Guinea under this MOU who it determines are refugees to settle in Papua New Guinea.

Status of Transferees in Papua New Guinea

14. The Government of Papua New Guinea undertakes to enable Transferees, including those who it determines are refugees, to be lawful during their stay in Papua New Guinea.
15. The Government of Papua New Guinea will treat all Transferees who it permits to settle in accordance with the Refugees Convention.

Import and Export Duties

16. The Government of Papua New Guinea will exempt all equipment including vehicles, building materials, medical equipment, machines and other goods required to implement the MOU from PNG import and excise duties. Australia will make requests for exemption to the Commissioner for Customs.

Commitments

17. The Participants will treat Transferees with dignity and respect and in accordance with relevant human rights standards.
18. Special arrangements will be developed and agreed to by the Participants for vulnerable cases, including unaccompanied minors.
19. Consistent with the Participants' objective of combating People Smuggling and Irregular Migration, and noting the establishment of a Processing Centre, Australia will support the Government of Papua New Guinea in its management of nationals from third countries who are illegally entering Papua New Guinea. Such support could consist of the provision of appropriate technical and financial assistance, as well as advice, as jointly determined between the Participants.
20. The Government of Papua New Guinea assures the Government of Australia that it will:
 - a. not expel or return a Transferee to another country where his or her life or freedom would be threatened on account of his or her race, religion, nationality, membership of a particular social group or political opinion; and
 - b. make an assessment, or permit an assessment to be made, of whether or not a Transferee is covered by the definition of refugee in Article 1A of the 1951 Convention Relating to the Status of Refugees as amended by the 1967 Protocol Relating to the Status of Refugees; and
 - c. not send a Transferee to another country where there is a real risk that the Transferee will be subjected to torture, cruel, inhuman or degrading treatment or punishment, arbitrary deprivation of life or the imposition of the death penalty.

Co-operation

21. The Participants may jointly decide to vary this MOU in writing.
22. Communications concerning the day-to-day operation of activities undertaken in accordance with this MOU will be between the Office of the Chief Migration Officer of Papua New Guinea (who is also the Administrator of the Manus Regional Processing Centre) and the Australian Department of Immigration and Citizenship.
23. The Participants will establish a Joint Committee with responsibility for the oversight of practical arrangements required to implement this MOU. The Joint Committee will meet regularly and will be co-chaired by mutually agreed representatives of the Australian Department of Immigration and Citizenship and the PNG Immigration and Citizenship Service Authority. Participation in the Joint Committee will be as agreed but may include relevant non-government organizations and service providers where appropriate.
24. This MOU will come into effect on the date of signature by both Participants and will remain in effect until terminated by mutual agreement.

Settlement of Disputes

25. Any dispute arising with respect to the interpretation or implementation of this arrangement will be settled amicably through consultation between the Participants.

**FOR THE INDEPENDENT STATE OF
PAPUA NEW GUINEA**

FOR THE COMMONWEALTH OF AUSTRALIA


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RUMBRIK DATO
Minister for Foreign
Affairs & Immigration
of P.N.G. Government.

6th August 2013


.....

Australian High
Commissioner to
Papua New Guinea
5 August 2013

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Attachment B

Granville Motel

Estimated costs associated with Granville Motel from 20 February 2015 to 30 June 2015 based on full occupancy of:

- 9 twin rooms for 14 days @ s. 47G(1)(a) per night; and
- 4 single rooms for 14 days @ s. 47G(1)(a) per night.

Fortnights to 30/6/2015

20/2/2015 - 4/3/2015	30/4/2015 - 13/5/2015
5/3/2015 - 18/3/2015	14/5/2015 - 27/5/2015
19/3/2015 - 1/4/2015	28/5/2015 - 10/6/2015
2/4/2015 - 15/4/2015	11/6/2015 - 24/5/2015
16/4/2015 - 29/4/2015	25/7/2015 - 8/7/2015*

Estimated costs for 9 twin rooms and 4 single rooms to end June 2015

No. of Fortnights	Twin Rooms (9 rooms)	Single Rooms (4 rooms)	Sub-total	GST (10%)	Total	Approx. \$A#
10 fortnights	s. 47G(1)(a)					

Notes:

*Estimated cost based on full fortnight cost as it is assumed that payment will be made in 2014/2015 financial year.

K = Papua New Guinea Kina

SA dollar value will be calculated using current daily exchange rate on payment into the nominated bank account.

The Department also has access to 3 additional twin rooms should demand require additional accommodation.

Estimated costs associated with Granville Motel from 20 February 2015 to 30 June 2015 based on full occupancy of:

- 3 additional twin rooms for 14 days @ s. 47G(1)(a) per night

Estimated costs for 3 additional twin rooms to end June 2015.

No. of Fortnights	Twin Rooms (3 rooms)	GST (10%)	Total	Approx. \$A
10 fortnights	s. 47G(1)(a)			

TOTAL COST OF GRANVILLE MOTEL TO END JUNE 2015

s. 47G(1)(a)