

ESTIMATES COMMITTEE Question Taken on Notice

Date: 16 June 2016 **Output:** 1.1

Subject: Facilitation Agreement - NT Government and CT Group – Dragon Fruit

From: Mr Ken Vowles MLA,
Shadow Minister for Primary Industry and Fisheries

To: The Hon Gary Higgins MLA, Minister for Primary Industry and Fisheries

Agency: Primary Industry and Fisheries

Number: 5.1

Question: **Would the Minister please provide a copy of the Facilitation Agreement between NT Government and CT Group and provide an update on ongoing discussions?**

Answer: The CT Group most recently held discussions with the department around three months ago. As with other potential investors interested in Territory land, the department provides advice in relation to land suitability for particular crops. In the case of the CT Group, the specific interest is in dragonfruit.

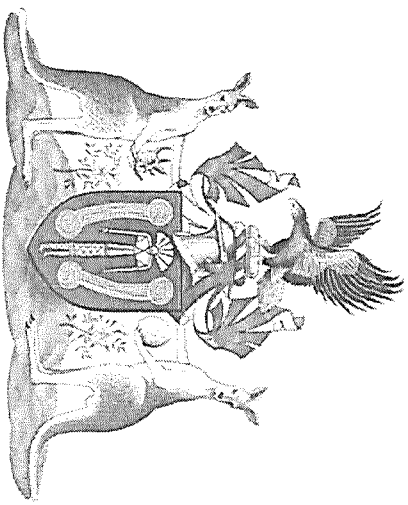
The department has been working with the Office of Asian Engagement and Trade to facilitate this investment interest.

The CT Group signed a Project Facilitation Agreement with the NT Government (represented by DPIF) on 9 May 2014 and a copy is provided. The agreement commits the NT to provide all reasonable and appropriate assistance to support CT Group's investigations, through the licencing and regulatory approvals phase to investment.

**LEGISLATIVE ASSEMBLY OF THE NT
TABLED DOCUMENTS**

Committee: *Estimates*
Paper No: *S.2* Date: *16/6/16*
Tabled By: *Higgins* *DPIF*
Signed: *[Signature]*

Answer to QON 5.1



NORTHERN TERRITORY OF AUSTRALIA

PROJECT FACILITATION AGREEMENT
(Agreement)

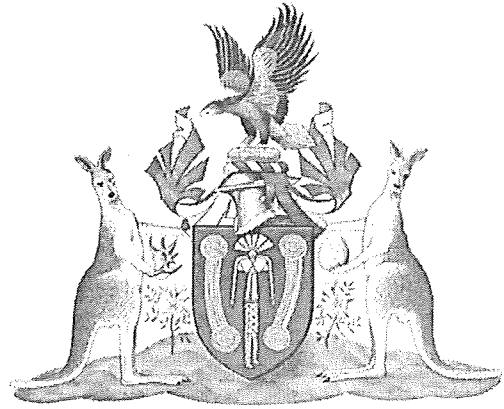
BETWEEN

NORTHERN TERRITORY OF AUSTRALIA REPRESENTED BY THE
DEPARTMENT OF PRIMARY INDUSTRY AND FISHERIES
NORTHERN TERRITORY, AUSTRALIA

AND

CT GROUP
HO CHI MINH CITY, VIETNAM

CONCERNING
DRAGON FRUIT DEVELOPMENT



PARTIES:

“Party” or **“Parties”** means the Territory and/or the Proponent;

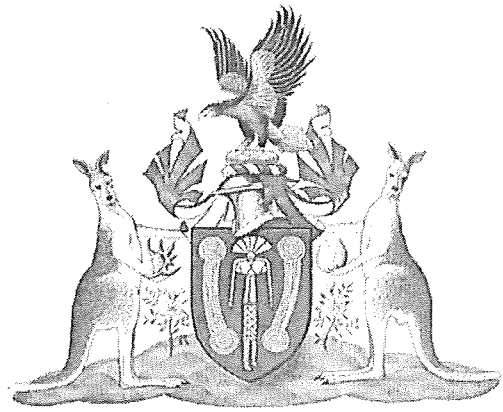
NORTHERN TERRITORY OF AUSTRALIA care of the Department of Primary Industry and Fisheries (DPIF), Berrimah in the Northern Territory of Australia (the **“Territory”**).

AND

CT GROUP, a private organisation located in Ho Chi Minh City of Vietnam (the **“Proponent”**)

BACKGROUND

- A. The Parties agree that this Agreement reflects the Parties common interest in dragon fruit development (**“the Project”**).
- B. The Proponent intends to commercially develop 10,000 hectares of land for growing dragon fruit and other potential crops.



- C. The Territory recognises the significance of the Project and the potential benefits of the Project for the Northern Territory.
- D. The Proponent and the Territory have agreed to work in the spirit of the Memorandum of Understanding between the Northern Territory Government and People's Committee of Ho Chi Minh City to facilitate the development of the Project and to maximise the economic and community benefit for the Northern Territory.

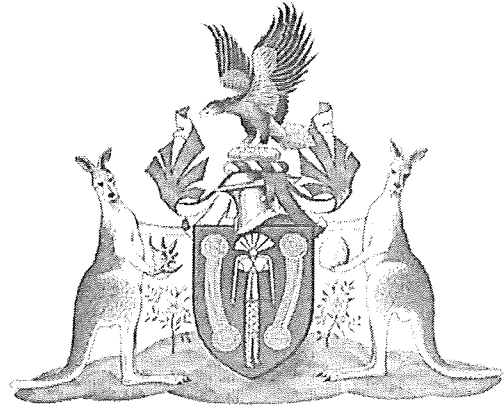
AGREED TERMS

ARTICLE 1

COMMITMENT AND OBJECTIVES

COMMITMENT

- 1.1 The Parties agree to:
- (a) work together in order to:
 - (i) facilitate the development of the Project; and



(ii) maximise the economic and community benefits for the Territory;

(b) share information relevant to the achievement in a timely manner; and

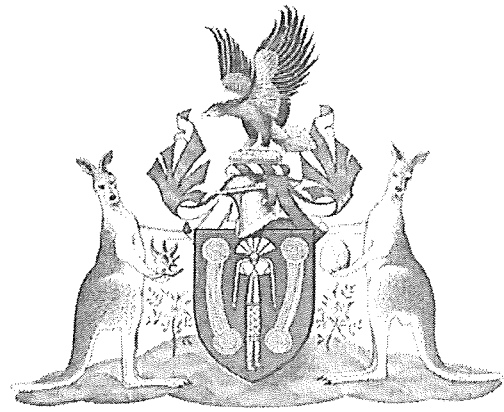
(c) allocate appropriate resources to the facilitation process contemplated by this Agreement.

OBJECTIVES

1.2 The Proponent's objectives in entering this Agreement are:

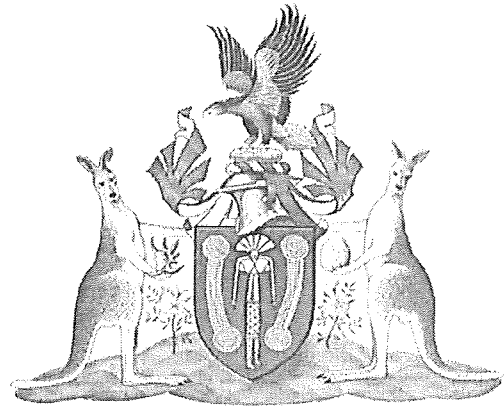
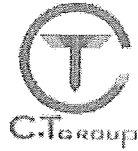
(a) to receive all reasonable and appropriate assistance from the Territory in co-ordinating the relevant approval processes, permits and licences necessary for the Project in accordance with relevant statutory requirements and timeframes; and

(b) To pursue the development of the project on a commercial basis.



1.3 The Territory's objectives in entering into this Agreement are:

- (a) to assist the Proponent in making their final investment decision to undertake the Project on a commercial basis;
- (b) to provide a coordinated response across the Territory to the needs of the Project:
 - (i) through the operation of a cross government taskforce for the provision of pre-investment information;
 - (ii) by providing and reviewing information in a timely manner on issues relating to development of the Project;
 - (iii) by assisting to identify permits, licences and any other regulatory approvals and approval processes necessary for the Project; and



- (iv) by co-ordinating timeframes for government processes to ensure Project proposals are assessed in an appropriate and timely manner;
- (c) to continue to grow and diversify the economy within the Northern Territory.

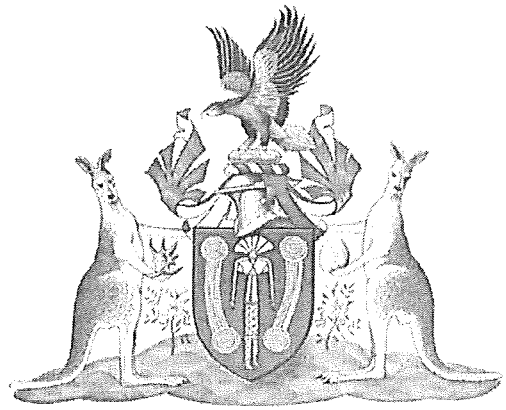
1.4 The Proponent acknowledges that:

- (a) Notwithstanding any other provision of this Agreement, the Proponent will comply with all legislative and administrative requirements applicable to the Project; and
- (b) Nothing in this Agreement is intended to fetter any Ministerial or legislative discretion.

ARTICLE 2

MUTUALLY AGREED AREAS OF COOPERATION

- 2.1 Encouragement of networking and interaction between scientists and technologists from both Parties.
- 2.2 Promotion of exchanges of technical information, joint publications and joint research & development meetings.



- 2.3 Exchanges of germplasm and breeding materials for research purposes (subject to domestic legislation in both countries).
- 2.4 Facilitation of staff development by providing opportunities to undertake training and work experience with the counterpart Party.
- 2.5 If required, development of joint research proposals to attract third party funding in areas of mutual interest to both Parties.

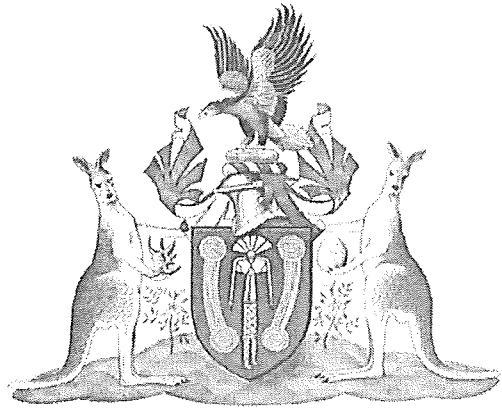
ARTICLE 3

PLAN OF OPERATION

On the understanding that visitors will generally arrange their own travel documents and expenses, the above objective mentioned in Article 1 and its details mentioned in Article 2 are to be achieved as follows:

3.1 EXCHANGE OF INFORMATION

- 3.1.1 Effective communication that provides regular interaction and maintenance of mutual relations between the two Parties needs to be



established.

3.1.2 Technical information generated through this agreement by both Parties will be shared freely.

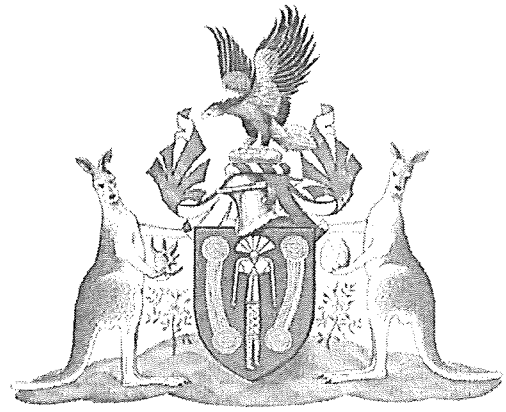
3.2 EXCHANGE OF PLANT MATERIAL

Subject to domestic legislation in both countries, applicable international standards derived from international conventions and other sources of international law, and such further agreements as may be required to protect the interests of the Parties, plant materials may be exchanged freely for the purposes of research in accordance with this Agreement.

3.3 EXCHANGE VISITS

Exchange visits by staff from each Party may take the following forms:

3.3.1 Study tours of the regional horticultural industries of the respective countries where the host Party should be notified of intended tours at least 3 weeks in advance.



3.3.2 Participation at seminars and workshops where each Party is to notify the other well in advance of events of likely interest to both Parties.

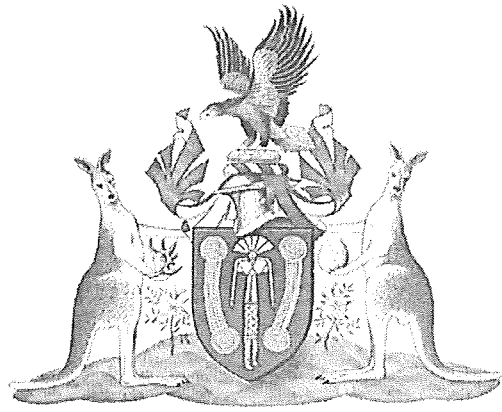
3.4 COLLABORATIVE WORK

Both Parties will work together for the commercial development of the Project.

ARTICLE 4 INTELLECTUAL PROPERTY RIGHTS

The Parties agree that:

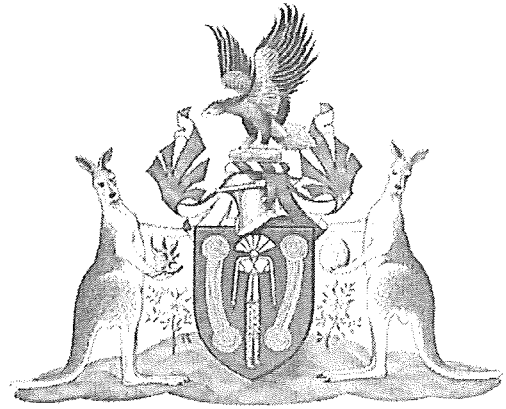
- 4.1 They shall have joint title rights to all data and research findings derived from and compiled during the implementation of the cooperative program, or specific project within the program, as outlined in Article 2.
- 4.2 The parties may be required to enter into further agreements detailing each party's rights with respect to joint data and research findings.
- 4.2 Termination of this Agreement for any reason shall not affect the rights and obligations of the Parties under this Article.



ARTICLE 5

AMENDMENTS, INTERPRETATION, VALIDITY, EXTENSIONS AND TERMINATION

- .5.1 The Proponent and the Territory acknowledge the benefits associated with working together on the Project and agree to work co-operatively to achieve the objectives set out in this Agreement.
- 5.2 Any amendment to this Agreement can only be made in writing after consultation and mutual consent of the Parties.
- 5.3 Disputes concerning interpretation on application of this Agreement which influences the program implementation shall be settled amicably by consultation or negotiation between the Parties.
- 5.4 This Agreement shall be effective from the date of its signing and will be evaluated with a view to continuation by the Parties in two years unless terminated or replaced with a new Agreement, prior to this time.



5.5 This Agreement may be terminated by either Party by written notice given at least 6 months in advance. In such an event, every effort will be made to complete existing activities within that timeframe.

DETAILS

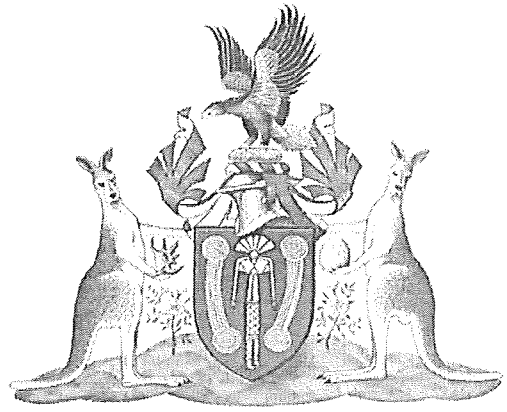
PARTIES

Northern Territory:

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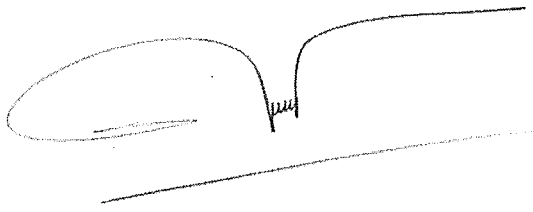


IN WITNESS WHEREOF, the authorised representatives, whose names are shown here below, have signed this Agreement.

THIS AGREEMENT is made on the *9th* day.....*May*.....*2014*

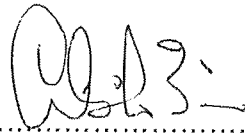
**CT GROUP
HO CHI MINH CITY, VIETNAM**

**DEPARTMENT OF PRIMARY INDUSTRY
AND FISHERIES,
DARWIN, AUSTRALIA**



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**Mr Tran Kim Chung
President
CT Group
Ho Chi Minh City VIETNAM**



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**Mr Alister Trier
Chief Executive Officer
Department of Primary Industry & Fisheries
Darwin AUSTRALIA**