

EXECUTIVE COUNCIL

PUBLIC

Title:	Application for renewal of approval of recognised scheme status for Stanley Growers Ltd and University of Magallanes.
Paper Number:	137/17
Date:	30 th August 2017
Responsible Director:	Emergency Services and Islands Security
Report Author:	Immigration Officer
Portfolio Holder:	MLA Mike Summers OBE
Reason for paper:	This paper is submitted to Executive Council: To meet a statutory requirement
Publication:	Yes
Previous papers:	40/13 Stanley Growers Ltd: Application for Approval of Recognised Scheme Status in respect of the employment of Students from the University of Magallanes.
List of Documents:	Appendix A – Copy of Collaboration Framework Agreement Appendix B - Request from Mr T Miller to extend approval for the scheme.

1. Recommendations

Honourable Members are recommended to approve:

- (a) That University of Magallanes' agricultural students sponsored by Stanley Growers Ltd who visit the Falkland Islands for the purposes of (paid) work experience should be regarded as coming under a recognised scheme in accordance with section 13 of the Immigration Ordinance for a further period of 5 years, and
- (b) Continuation of an extra-statutory exemption in respect of payment of the related temporary work permit application fees in respect of the Stanley Growers Ltd sponsored students from University of Magallanes;

2. Additional Budgetary Implications

2.1 None

3. Executive Summary

3.1 This paper seeks approval for the continuation of Recognised Scheme Status under section 13 of the Immigration Ordinance for the temporary employment of agricultural students (under the age of 25 years) from the University of Magallanes by Stanley Growers Ltd. Recognised Scheme Status was approved by Executive Council on 20th February 2013 for a period of 4 years. Recognised Scheme Status under section 13 means that the Principal Immigration Officer does not need to be satisfied that there is no person resident in the Falklands suitable and available to do the work and that the 3 month maximum restriction for temporary work permissions does not apply.

4. Background and Links to Islands Plan and Directorate Business Plan/s

4.1 On 08th October 2012 the University of Magallanes (UMAG) and Stanley Growers Ltd (SGL) agreed a collaboration framework in which Stanley Growers Ltd will provide work placements for students of Agronomy at UMAG for a minimum period of 6 weeks between January and March each year. The students are paid and accommodated by SGL during their stay in the Falklands.

4.2 UMAG in return provides support in scientific research and technical support in areas of mutual interest.

4.3 This program was developed with the support of the Department of Agriculture (DoA) and is linked to the research work being carried out in grasslands improvements. The Department of Agriculture continues its support for this scheme.

4.4 Students attending SGL under this program are now spending unpaid time with DoA staff to broaden their knowledge of Falklands Agriculture. It is hoped that they will also spend some time with FLH farms in the future.

4.5 The DOA derive benefit from this scheme in strengthening ties with UMAG, exploring research opportunities and potentially formalising a training programme for Falkland Islands farmers.

4.6 The agreement signed on 08th October had a duration of five years initially which would be automatically renewed unless either of the signatory parties wished to terminate it. Both parties have agreed in an email exchange in August 2017 that they wish for the agreement to continue.

5. Options and Reasons for Recommending Relevant Option

5.1 The agreement between SGL and UMAG has been in place for five years with it being an approved scheme under the Immigration Ordinance for four years. The recommendations in this paper are simply to continue it on the same terms for a further 5 year period.

- 5.2 If the recommendations to extend the approved scheme status are not accepted, SGL will no longer be able to uphold its part of the agreement as they will be required to demonstrate that there is no person normally resident who could undertake the work that they provide for these students and they could not therefore guarantee a number of placements each year.

6. Resource Implications

6.1 Financial Implications

None other than the exemption from the payment of work permit fees for approximately 5 students per year.

6.2 Human Resource Implications

None

7. Legal Implications

- 7.1 The immigration Ordinance provides for the approval of such schemes as this which was approved on 20th March 2013.

8. Environmental & Sustainability Implications

- 8.1 None.

9. Significant Risks

- 9.1 None.

10. Consultation

- 10.1 None.

11. Communication

- 11.1 None required.

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COLLABORATION FRAMEWORK AGREEMENT

**UNIVERSIDAD DE MAGALLANES
AND
STANLEY GROWERS LTD.**

In Punta Arenas, on 08 October 2012, there appear, **UNIVERSIDAD DE MAGALLANES (UMAG)**, Taxpayer Identification No. 71,133,700-8 represented by the Rector, Mr. **VICTOR FAJARDO MORALES**, Taxpayer Identification No. 4,465,600-0, both domiciled at Avenida Bulnes No. 01855, on the one hand, and on the other, **STANLEY GROWERS LTD.**, Registered Company 8235, represented to these effects by Mr. Tim Miller, domiciled at Market Garden, Airport Road, Falkland Islands, who in accordance with their powers have decided to enter into the following **Collaboration Agreement**.

FIRST

The appearing parties hereby express their interest to plan, implement and evaluate together, activities in the field of agricultural sciences.

SECOND

This document is a **FRAMEWORK AGREEMENT** without prejudice to further specific arrangements and agreements in the various fields outlined, for the joint execution of one or more of the following activities:

- 1.- Cooperate in the planning, implementation and evaluation of programmes of work for the development and innovation of agricultural sciences.
- 2.- Develop applied research and technological transfer projects in areas of mutual interest, whether funded by public or private, national or international institutions, and in accordance with procedures to be determined in each case.
- 3.- Strengthen through the UMAG scientific and academic links with professionals and researchers in the field of agricultural sciences, constituting national and international working networks in order to share experiences, methodologies, data and carry out joint work, whether binational or multinational.
- 4.- Support the exchange of information on agricultural sciences, technical publications and bibliographic and audiovisual materials, use of technical instruments, professional exchange, training and other services to be

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defined in areas of mutual interest and in accordance with specific agreements to be signed in each case.

5.- Jointly organize technical events, career development and training courses both for professionals and university students, in addition to the implementation of seminars and technical exhibitions to spread awareness of the usefulness of data associated with agricultural sciences, in pursuit of national development.

6.- Development of other actions that may be agreed between the parties according to the agreed frameworks for each particular case.

THIRD

The execution of any of the activities described in the preceding clause shall be made under this Agreement and pursuant to a specific regulatory framework, which must make reference, at least, to the objectives and contents of the activity, person and units involved, rights and obligations of each party, economic and budgetary studies and projections, infrastructures involved and coordination or responsible persons for the same.

FOURTH

The appearing parties agree to jointly seek funding sources for the implementation of agreed activities, being able, for such purpose, to turn to public or private, national or international institutions, according to specific cases.

FIFTH

Stanley Growers offers students of the Agronomy programme at the UMAG the possibility to participate in work experience at its facilities for a minimum period of six weeks between January and March. Stanley Growers will provide:

- a) The airfare Punta Arenas - Falkland Islands - Punta Arenas
- b) The processing of work permits and immigration documents.
- c) Arrangement and payment of lodging costs, which will be deducted from the wages to be received by students.
- d) Payment of wages to students at normal levels of the Islands.

Students are expected to contract an insurance policy for their travel to cover the period of time that they will remain on the Islands. Students must be informed of the requirements demanded by Immigration in relation to their policies.

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During the time students will be working, they will gain experience primarily in the areas of:

- Hydroponic production systems.
- The establishment of chemical-free crop protection systems, using natural predators.
- Production of vegetable crops and herbs under polyethylene protection.
- Other various agricultural and livestock operations.

Stanley Growers Ltd. works in partnership with the Department of Agriculture of the Falkland Islands (DoA), and students will gain experience with them in different research work in grasslands and animal care that the DoA has in different experimental sites.

SIXTH

The manager, coordinator and responsible for the implementation of this Agreement for the Universidad de Magallanes is Mr. Sergio Radic S., on its part, Stanley Growers Ltd. appoints Mr. Tim Miller as coordinator.

SEVENTH

This Agreement shall have a duration of five years and shall be automatically renewed unless either of the signatory parties desires to terminate it, in which case it must so notify the other party at least six months in advance, in a formal and explicit manner. The early termination, however, shall not prevent the conclusion of ongoing activities or programmes, in accordance with the agreements and scheduling of each.

EIGHTH

The representation of Dr. Victor Fajardo Morales is evidenced by Decree 0296 of 05 August 2010, of the Ministry of Education. The representation of Mr. Tim Miller, Director of Stanley Growers Ltd., Registered Company 29-05-1987, Stanley, Falkland Islands.

NINTH

The parties state that they know and accept each and every one of the provisions of this Agreement. In witness whereof and for the aforementioned purposes, this document is signed in six originals, three of them being held by each party.

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**DR. VICTOR FAJARDO MORALES
RECTOR
UNIVERSIDAD DE MAGALLANES**

**MR. TIM MILLER
DIRECTOR
STANLEY GROWERS LTD.**

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CONVENIO MARCO DE COLABORACIÓN
UNIVERSIDAD DE MAGALLANES
Y
STANLEY GROWERS LTD.

En Punta Arenas, a 08 de Octubre de 2012, comparece, por una parte la **UNIVERSIDAD DE MAGALLANES (UMAG)**, RUT 71.133.700-8 representada por el Rector, don VICTOR FAJARDO MORALES, RUT4.465.600-0, ambos con domicilio en Avenida Bulnes N° 01855, y por la otra, el **STANLEY GROWERS LTD.** Compañía Registrada 8235, representado para estos efectos por don Tim Miller, con domicilio en Market Garden, Airport Road, Falkland Islands, quienes conforme a sus atribuciones resuelven suscribir el siguiente **Convenio de Colaboración**.

PRIMERO.

Los comparecientes expresan por este acto su interés de planificar, ejecutar y evaluar en conjunto, actividades en el ámbito de las ciencias agropecuarias.

SEGUNDO

El presente documento constituye un **CONVENIO MARCO** sin perjuicio de ulteriores concreciones y convenios específicos en los diversos ámbitos reseñados, para la realización conjunta de una o más de las siguientes actividades:

- 1.- Cooperar en la planificación, ejecución y evaluación de programas de trabajo para el desarrollo e innovación de las ciencias agropecuarias.
- 2.- Desarrollar proyectos de investigación aplicada y transferencia tecnológica en áreas de mutuo interés, sean estos con financiamiento de instituciones públicas o privadas, nacionales o internacionales, y de acuerdo a los procedimientos que se determinen en cada caso.
- 3.- Fortalecer a través de la UMAG los vínculos científicos y académicos con profesionales e investigadores del campo de las ciencias agropecuarias, constituyendo redes nacionales e internacionales de trabajo con la finalidad de compartir experiencias, metodologías, datos y realizar trabajos en conjunto, sean estos binacionales o multinacionales.
- 4.- Apoyar el intercambio de información de las ciencias agropecuarias, publicaciones técnicas, material bibliográfico y audiovisual, uso de instrumentos técnicos, intercambio profesional, capacitación y de otros



servicios que se definan en áreas de mutuo interés y de acuerdo a los convenios específicos que en cada caso se suscriban.

5.- Organizar en conjunto eventos técnicos, cursos de perfeccionamiento y capacitación, tanto a nivel profesional como a nivel de estudiantes universitarios, además, de la implementación de seminarios y exposiciones técnicas que permitan divulgar el conocimiento de la utilidad de los datos asociados a las ciencias agropecuarias, en pos del desarrollo nacional.

6.- Desarrollo de otras acciones que entre las partes se acuerden conforme a los marcos de referencia acordados para cada caso en particular.

TERCERO

La realización de cualquiera de las actividades reseñadas en la cláusula precedente deberá efectuarse al amparo del presente convenio y de acuerdo a un marco regulatorio específico, el cual, deberá hacer referencia, a lo menos, a los objetivos y contenidos de la actividad, persona y unidades involucradas, derechos y obligaciones de cada una de las partes, estudios y proyecciones económicas y presupuestarias, infraestructuras comprometidas y coordinación o responsables de las mismas.

CUARTO

Los comparecientes se comprometen a buscar en forma conjunta las fuentes de financiamiento para la realización de las actividades acordadas, pudiendo recurrir para ello a instituciones públicas o privadas, internacionales o nacionales, según sea los casos específicos.

QUINTO

Stanley Growers ofrece la posibilidad a los estudiantes de la carrera de Agronomía de la UMAG de participar en una experiencia de trabajo en sus instalaciones por un periodo mínimo de seis semanas entre enero y marzo. Stanley Growers proveerá:

- a) El pasaje aéreo Punta Arenas – Islas Falkland - Punta Arenas
- b) Tramitará los permisos de trabajo y documentos de inmigración.
- c) Tramitará y pagará los costos de alojamiento, que serán descontados del salario que recibirá el estudiante.
- d) Pago de salarios al estudiante a los niveles normales de las Islas.

Por parte del estudiante, se espera que contraiga una póliza de seguro para su viaje que cubra el periodo de tiempo que estará en las Islas. El estudiante tiene que informarse de los requerimientos que se exigen en inmigración, en relación con su póliza.



Durante el tiempo que el estudiante estará trabajando, él ganará experiencia principalmente en los temas de:

- Sistemas de producción hidropónica
- El establecimiento de sistemas de protección de cultivos libres de químicos, usando predadores naturales
- Producción de cultivos vegetales y hierbas bajo protección de polietileno.
- Otras diferentes operaciones agrícolas y ganaderas.

Stanley Growers Ltd. trabaja en asociación con el departamento de Agricultura de las Islas Falklands (DoA), y los estudiantes obtendrán experiencia con ellos en los diferentes trabajos de investigación en praderas y cuidado animal que el DoA tiene en sus diferentes sitios experimentales.

SEXTO

El gestor, coordinador y responsable de la implementación de este convenio por parte de la Universidad de Magallanes es don Sergio Radic S., por su parte, Stanley Growers Ltd. designa a Don Tim Miller como coordinador.

SÉPTIMO

El presente Convenio tendrá una duración de cinco años y se entenderá renovado automáticamente, a menos que una de las partes firmantes quisiera ponerle término, para lo cual, deberá manifestarlo, notificando a la otra a lo menos con seis meses de anterioridad, de un modo formal y explícito. El término anticipado, sin embargo, no obstará a la conclusión de actividades o programas en curso, de acuerdo con los convenios y calendarización de cada una de ellas.

OCTAVO

La representación del Dr. Victor Fajardo Morales consta de Decreto 0296 de 05 de agosto de 2010, del Ministerio de Educación; La representación de don Tim Miller, Director de Stanley Growers Ltd. Compañía Registrada 29-05-1987, Stanley, Falkland Islands.

NOVENO

Las partes manifiestan que conocen y aceptan todas y cada una de las disposiciones del presente convenio, en fe de lo cual y para constancia firman en seis ejemplares originales, quedando tres de ellos en poder de cada una.





RECTOR
UNIVERSIDAD DE MAGALLANES

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Sn Tim Miller
Director,
Stanley Growers Ltd



Jenny Smith (Immigration Officer)

From: Tim Miller <j.t.miller@horizon.co.fk>
Sent: 08 August 2017 01:16
To: Jenny Smith (Immigration Officer)
Cc: Robert King
Subject: FW: UMAG Acuerdo with Stanley Growers Ltd
Attachments: Resolución convenio Stanley Growers.pdf

Hi Jenny,

Sergio Radic at UMAG in Punta Arenas has pointed out that Clause 7 – Septimo – in the agreement they and I signed in 2012 allows for an automatic renewal of the Agreement unless either side gives notice in writing to discontinue it.

So they feel that actually we Are OK. And can carry on with students again this coming summer.

Do you agree with this?

Best Regards,

Tim

From: Sergio [<mailto:sergio.radic@umag.cl>]
Sent: 07 August 2017 18:27
To: 'Tim Miller'
Subject: RE: UMAG Acuerdo with Stanley Growers Ltd

Dear Tim, I was talking with Rodrigo Carcamo who is the head of international affairs from UMAG and he told me that our contract is still valid because there is a renewal after 5 year. Please read the article number "Septimo"

Regards
 Sergio

De: Tim Miller [<mailto:j.t.miller@horizon.co.fk>]
Enviado el: miércoles, 02 de agosto de 2017 13:57
Para: sergio.radic@gmail.com
CC: 'Sergio'
Asunto: UMAG Acuerdo with Stanley Growers Ltd

Hi Sergio,

Just a reminder that you need to arrange with the rector a renewal or new copy and dates for say next 5 years? of the Acuerdo as it has now expired.

I have the Deputy Br Ambassador in Santiago and also a senior lady from the Falklands section of the Foreign Office in London coming down to visit next week and will be telling them about our relationship and how good and important it is for both sides.

Best Regards,

Tim