



HEALTHY RIVERS TO  
REEF PARTNERSHIP  
MACKAY-WHITSUNDAY-ISAAC

# Governance Charter

**2021/22 Financial Year**

Version 1

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## **Purpose of this document**

The Mackay-Whitsunday-Isaac Healthy Rivers to Reef Partnership (the Partnership) governance charter outlines the purpose, objectives, key personnel and committees, their operational responsibilities and input of regional working groups. It also contains operational guidelines for the Partnership and host organisation and the Memorandum of Understanding (MoU) for Partnership membership.

It includes a consolidated set of agreements developed and agreed by the Partnership since its inception in October 2014. It aims to ensure that all partners have a common understanding of the Partnership's governance and operation.

This Charter will be reviewed annually to ensure the membership and governance and processes are current.

## **Purpose of the Partnership**

The primary purpose of the Partnership is to develop an annual Mackay-Whitsunday-Isaac regional waterway health report card. The report card uses the best independent science and integrates a range of GBR- wide and regional monitoring programs to measure waterway health in an environmental, social, economic and cultural context. By drawing on information from existing monitoring programs, duplications and gaps can be identified, and more easily communicated information provided to the community in a cost-effective way.

For the purpose of this Partnership, the reporting region includes five regional basins (the Don, Proserpine, Pioneer, O'Connell and Plane), urban areas, the ports of Abbot Point, Mackay and Hay Point, marinas and the adjacent coastal and marine area to the eastern boundary of the Great Barrier Reef Marine Park.

A range of reporting products is produced for the Great Barrier Reef that complement each other and respond to different drivers (see Attachment A). The intent is to have a Reef-wide approach to reporting, with nested regional products that provide finer scale information. The regional program will collect similar core indicators that can then be rolled up into Reef-wide or state-wide reporting and will deliver products at a scale that communities can relate to.

**Refer to the Partnership's Program Plan for further detail on the Partnership's objectives and strategic focus.**

## **Objectives of the Partnership**

The members are committed to delivering the following objectives through the Mackay-Whitsunday-Isaac Healthy Rivers to Reef Partnership:

- Communicate information effectively and at a relevant scale to the broader community on waterway health issues with scientific integrity, independence and transparency.
- Be specific to the Mackay-Whitsunday-Isaac region and consistent with other regional waterway report cards, including the Wet Tropics, Townsville Dry Tropics, Gladstone and Fitzroy.
- Provide effective, coordinated, strategic and transparent investment to ensure cost effective development of an annual report card.
- Consolidate and integrate outputs from ambient and event monitoring programs as well as different modelling platforms.
- Provide scientific information that may assist in improving or maintaining the environmental, social and economic values of our Region.
- Inform planning and delivery activities of the Partners in response to the findings of the report card.
- Utilise the stewardship assessments in the report cards to promote Partners' activities while drawing on the report card's findings to identify enhanced or additional management actions.
- Communicate our understanding of catchment-wide cumulative impacts.
  
- Foster a culture of collaboration between Partners for the benefit of our Region's waterways and communities.
- Develop community education initiatives.
- Act as advocates for priority regional outcomes in line with the Partnership's objectives.

## **Role of the Partnership in responding to regional issues**

The Partnership has a role to facilitate responses from individual Partners in response to regional issues (for example, natural disasters, pollution events etc.). It is not the Partnership's role (via the Chair, deputy-Chair or staff) to provide public comment on regional issues of concern that have or have the potential to impact on waterway health or community wellbeing. Individual Partners may wish to provide a public response to a regional issue of concern, particularly where there is an action associated with improving waterway health or community wellbeing associated with the response.

## **Governance responsibilities**

### **Chair**

The Chair will have responsibility for chairing both the Partnership and Management Committee. The Chair is appointed for a fixed term (currently two years, 20/21 FY and 21/22 FY) with the tenure to be decided by the Partnership and Management Committee. Tenure is subject to an annual review (due at the start of the 21/22 FY). The Chair is selected by an

Expression of Interest process that the Management Committee leads. The process for selecting the Chair is to begin six months prior to the end of the current Chair's contract. The selection process and the role of Chair is further detailed in the Terms of Reference for both the Partnership and the Management Committee. The position is evaluated against Key Performance Indicators (KPI). Chair KPIs for the 20/22 FY are included in Attachment H Chair's KPIs and Remuneration Protocol, along with measures to evaluate performance and the position's remuneration protocol.

#### **Deputy Chair**

The Deputy Chair of the Partnership is elected by the Partners. The selected Deputy Chair will be responsible for chairing both the Partnership and Management Committee in the absence of the Chair. The Deputy Chair will only be remunerated when standing in for the Chair.

The tenure of the Deputy Chair is two years (20/21 - 21/22 FYs), unless otherwise specified by the Management Committee or Partnership.

#### **Executive Officer**

The role of the Executive Officer is to successfully deliver secretariat functions and manage all operational arrangements for the Partnership.

The Executive Officer will be employed by the host organisation on behalf of the Partnership and will:

- Coordinate the implementation of projects, all reports and any contracted works associated with the Partnership, including communications, governance and technical support.
- Coordinate the delivery of secretariat and operational functions of the Partnership.
- Work with partners to finalise the development of the regional waterway health Report Card.
- Maintain and enhance governance arrangements for the Partnership via stakeholder engagement activities with current and prospective Partners, via promotion of the Partnership's profile and reputation.
- Maintain, develop and seek new networks and relationships with members (including new members), stakeholders and the community.
- Oversee the management of the Partnership's budget, including performance reporting and audits, as well as promoting financial membership for the next year to current and prospective partners.
- Work closely with the Communications Team at Reef Catchments (if utilised to deliver on the Partnership's communications and engagement strategy) to develop a communication and engagement strategy for all Project phases as well as monitor and update all publicly available information on the Partnership and its deliverables (e.g. via the website and media releases).
- Provide Project support for the secretariat and operational functions of the Partnership, including organisation of meetings/functions, providing/circulating deliverables.
- Provide direction, support and assistance to the Technical Officer/s (and any other staff) as required.

### **Technical Officers**

The Technical Officers will coordinate all technical activities of the Partnership, the primary output being the annual Report Card for the region.

The Technical Officers will be employed by the host organisation on behalf on the Partnership and will:

- Develop, collate, synthesise and disseminate technical and scientific information that contributes to the annual Report Card.
- Develop and regularly review and update the program design and associated reporting to deliver the annual Report Card based on a range of data and information.
- Work closely with the Partnership's Technical Working Group and the Reef Plan Independent Science Panel to ensure the scientific validity of the reporting framework.
- Coordinate and implement a data management system on behalf of the Partnership.
- Communicate the program and its outcomes to technical and non- technical audiences, as per the Partnership's communications and engagement strategy.
- Work closely with the Executive Officer to develop relevant and tailored communication products on behalf of the Partnership.
- Work closely with the Partnership's chosen communication resources and external service providers to develop and maintain the Partnership's website.
- Assist the Executive Officer to develop scopes of work and contracts for external service providers on behalf of the Partnership, where required.
- Assist the Executive Officer with developing agendas and taking minutes for Partnership, Management Committee and other meetings as required.
- Communicate technical budget information to the Executive Officer for the purpose of financial reporting back to the Management Committee and/or Partnership.
- Other functions as required.

### **Other HR2RP staff**

The Partnership may employ additional staff to support the priorities and functions of the Partnership. The Management Committee, HR2RP staff and Chair will review the need for additional resources on a regular basis. As per the financial delegations listed on page 7, the Partnership will be responsible for endorsing the appointment of staff resulting in >10% changes to endorsed annual budgets.

### **Partnership**

One of the key objectives of any partnership model is to ensure commitment and participation from all members. Partners meet two-three times a year to provide strategic direction and oversight of the work of the Management Committee and the host. The full list of Partners is in Attachment B.

Commitment to the Partnership is through a Memorandum of Understanding (MOU) signed by all partners (Attachment C).

The Partnership Terms of Reference is in Attachment D.

### **Management Committee**

The Mackay-Whitsunday-Isaac Healthy Rivers to Reef Partnership's Management Committee is a sub-set of the Partnership and provides an operational role for the Partnership. The Management Committee meets up to six times per year and oversees the management of the report card program design, budget, communication plans etc. The recommended structure and membership of the Management Committee seeks to ensure adequate representation across the partners but not necessarily all.

Representation includes one elected representative (comprising a Councillor from one of the three Regional Councils in the Mackay-Whitsunday-Isaac region), up to two industry, community and government representatives, respectively as well as the Partnership Chair and Deputy Chair. Representatives are appointed based on a nomination process undertaken within each sector (i.e. industry, community and government). Further detail on the formula for membership to the Management Committee is provided in Attachment E. Membership may be reviewed as more partners come on board to ensure representation is adequate for the region.

The full list of Management Committee members is in Attachment B.

The Management Committee Terms of Reference is in Attachment E.

### **Technical Working Group responsibilities**

The Regional Report Cards Technical Working Group (TWG) was established to identify and coordinate available monitoring data and modelling information, identify critical gaps and develop the report card indicator/grades methodology and design. The TWG will be supported by the Technical Officer/s.

The role of the Regional Report Card TWG is to provide specialist advice to the regional report card Partnerships (including the Wet Tropics, Dry Tropics and Mackay-Whitsunday-Isaac) to identify and review available environmental condition monitoring data and modelling information, identify critical knowledge gaps and develop the methodology and design for the regional report cards of the Wet Tropics, Dry Tropics and Mackay-Whitsunday-Isaac regions, and to make recommendations to the ISP.

The expertise covered by the TWG members is contained in the Terms of Reference for the Technical Working Group in Attachment F.

## **Independent Science Panel**

The Reef 2050 Water Quality Improvement Plan Independent Science Panel<sup>1</sup> (ISP) will provide advice and review and endorse methodologies, systems and processes used to develop regional report cards.

The ISP has agreed to this expanded role and will advise how best to nest regional report cards within the wider context of Great Barrier Reef report cards. The ISP Terms of Reference are available [online](#).

The Chair of the TWG will be present at ISP meetings when Partnership business is on the agenda. The TWG Chair and Technical Officer/s to liaise with the Partnership/Management Committee Chair to convey ISP decisions to the Management Committee and Partnership.

## **Host Organisation**

Reef Catchments has been endorsed by the Partnership as the host organisation for the Mackay-Whitsunday-Isaac Healthy Rivers to Reef Partnership for the 21/22 FY. This arrangement will be reviewed prior to 22/23FY in consultation with the Partnership Management Committee. The role of the host organisation is detailed in the Host Agreement (refer to Attachment G).

## **Operational Guidelines**

### **The operational structure of the Partnership**

The operational structure of the Partnership is shown in Figure 1.

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<sup>1</sup> <https://www.reefplan.qld.gov.au/about/committees/science-panel/>



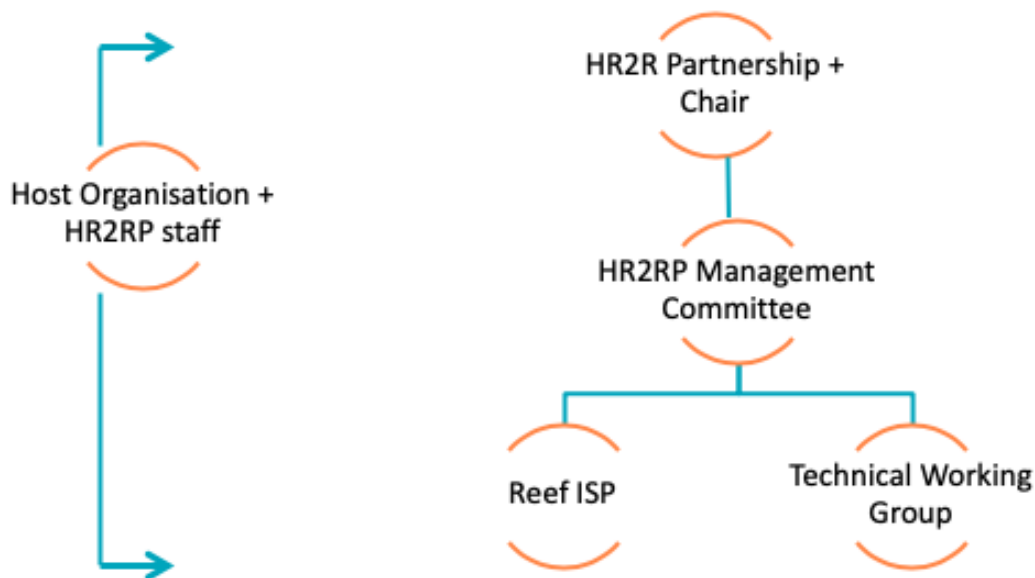


Figure 1. The operational structure of the Partnership.

### Financial Delegations

- Management Committee (in consultation with Executive Officer) develops the budget;
- Partnership approves budget;
- Management Committee approves any variations to the budget up to the value of \$10,000 (positive or negative variations), except when they relate to employment of staff of which the Management Committee approves variations of up to 10% of the endorsed budget;
- Variations to the budget >\$10,000 (or >10% of the endorsed budget, when relating to employment) are to be approved by the Partnership;
- Executive Officer manages the Partnership budget;
- Expenditure is consistent with the annual budget approved by the Partnership; and
- At least quarterly expenditure is recorded to sub-program level and reported to the Management Committee for review and endorsement at meetings.

### Contracting

The host organisation enters into contracts on behalf of the Partnership. The following contracts process will be followed:

1. The Executive Officer will present the Scope of Works, developed through the consultative and decision-making process outlined in the Operational structure of

the Partnership, for endorsement at Management Committee meetings (where appropriate).

2. The Management Committee will inform the Partnership of endorsed Scope of Works for noting/discussion at Partnership meetings, or via flying minute.
3. The host organisation will prepare and enter into contracts on behalf of the Partnership as agreed under the Hosting Agreement, under the host's procurement policy for supplier selection and contracting.
4. The Executive Officer will release/advertise Scope of Works for proposals to service providers (where appropriate under the host's procurement policy for supplier selection and contracting).

### **Conflicts of interest**

Partners may have conflicts of interest (actual or perceived) during the course of their duties. All interests in the matter being considered, not limited to pecuniary gain, must be declared. If there is any doubt as to the relevance of an interest, a Partner must declare it so that any potential conflicts can be considered. The Partnership is made up of relevant experts, so there is an expectation that members, in maintaining their expertise or the organisation they represent, may have some interest relevant to the HR2R Partnership. Having knowledge or a point of view about the Partnership's purpose, objectives, and focus area does not create a conflict.

Examples of conflict of interests include but are not limited to:

- A financial or economic interest or opportunity for financial gain;
- Use of information, confidential or otherwise, obtained from the Partnership for your, or your organisation's benefit or gain;
- Using your position on the Partnership to influence an outcome i.e. influence a tender decision, awarding of a contract, influencing report card scores;
- When a person's interests or otherwise may cause harm to the Partnerships reputation;
- A person having conflicting responsibilities i.e. between the Partnership and their employee, or outside interests; and,
- A person who has a position of authority in one organisation which conflicts with his or her interests in another organisation.

Any of these interests may or might reasonably appear to be thought to impair the ability of a Partner to perform their duties properly and objectively in relation to the matter being considered. Determining if a conflict of interest exists should be undertaken by the Partnership on a case-by-case basis and may evolve or become evident during a discussion. The use of the term Partner in this section includes the Chair, and Management Committee. The process for declaring and managing a conflict of interest is outlined below:

- 'Declaration of Interests' are to be recorded to the conflicts of interest register. Anyone with a conflict of interest should declare this at the beginning of every Partnership and

Management Committee meeting or should be disclosed as soon as the conflict becomes known. All declarations are to be recorded in meeting minutes.

- The declaration must include:
  - The nature and extent of the interest; and
  - How the interest relates to the issue/s under discussion, and any actions i.e. whether the Partner leaves the meeting during deliberations, or it is decided to allow the member to be present during deliberations on the matter.
- Steps and options that may be considered when an interest has been declared, is that the member with the conflict:
  - Leaves the meeting while the item of business is discussed;
  - Participates in the discussion, but withdraws from the meeting before the vote and/or decision is taken;
  - Stays, but does not participate in either the debate or vote/decision; and
  - Stays with full debating and voting/decision rights.

Where a Partner considers that another Partner may have a conflict of interest that has not previously been declared, that Partner who raised the matter should alert the Chair of the Partnership and seek to have it clarified. Agenda papers are circulated prior to any meeting therefore giving Partners a good opportunity to identify potential conflicts of interest before a meeting. It is recognised discussions during a meeting may give rise to the need to declare an interest as soon as the conflict becomes known.

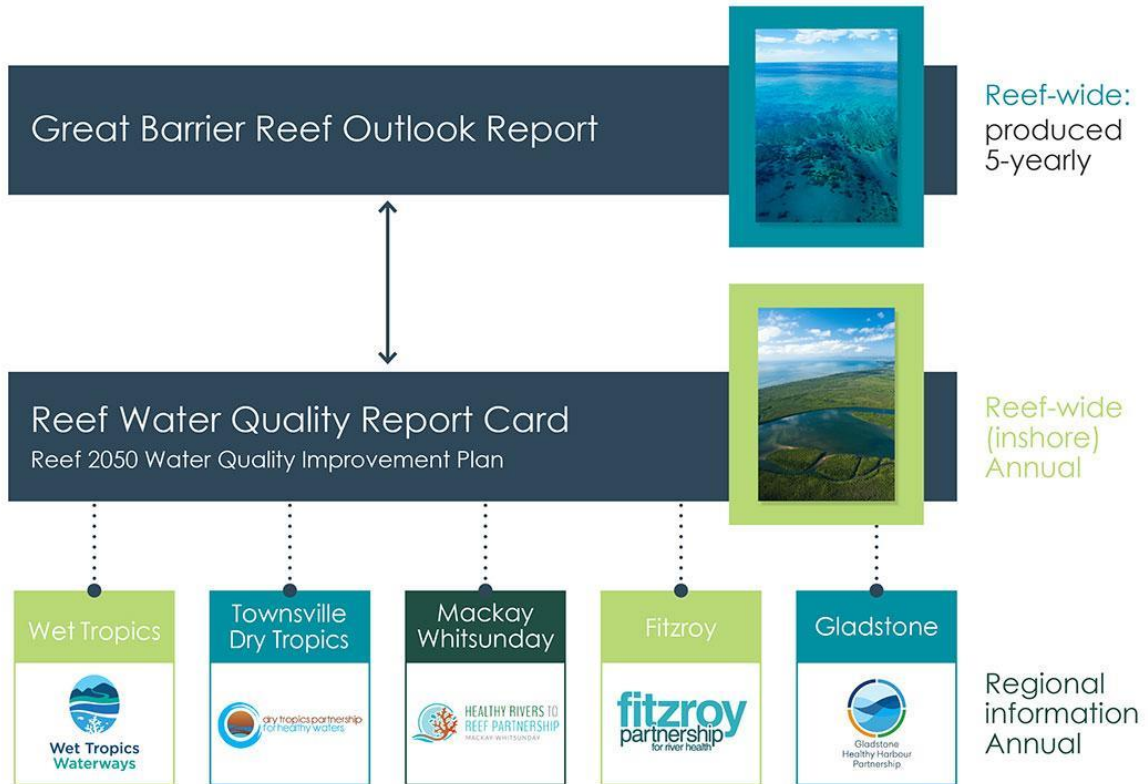
### **HR2RP staff salary reviews**

The host of the Partnership will conduct a review of staff salaries, comparing to other regional report card staff, NRM organisations, relevant Queensland Government departments, and relevant industry salary surveys. The outcomes of the review will be used in setting salary packages for staff contracts. The staff salary review also includes a review and comparison of roles and responsibilities. A staff salary review will be undertaken every two years.

### **Data sharing guidelines**

A large range of data is utilised to compile the annual HR2RP report card, approximately \$4 million worth, on an annual basis. As a member of the Partnership, Partners do not automatically have the right to access and use data that Partnership staff have access to or are in the possession of, because the Partnership is not the owner of all of this data. The Partnership has developed sharing guidelines which are outlined in Attachment J.

## Attachment A Nested Program Approach



Also see: <https://www.reefplan.qld.gov.au/tracking-progress/regional-report-cards>

## Attachment B Partnership, Management Committee members

### Partnership members as of July 2021

Organisation
Australian Government acting through the Department of Agriculture, Water and the Environment (DAWE)
BHP Billiton
CANEGROWERS (Mackay)
Catchment Solutions Ltd
Central Queensland University
Conservation Volunteers Australia
Central Qld Soil Health Systems
CSIRO
Dalrymple Bay Coal Terminal
Eco Barge Clean Seas
Great Barrier Reef Marine Park Authority
Isaac Regional Council
Mackay Conservation Group
Mackay Recreational Fishers Alliance
Mackay Regional Council
Mackay Tourism
North Queensland Bulk Ports Corporation Ltd
NQ Dry Tropics Ltd
Pioneer Catchment & Landcare Inc
Queensland Resources Council Ltd
Queensland Water and Land Carers
Reef Catchments
Regional Development Australia Mackay-Isaac-Whitsunday Inc
Sarina Landcare Catchment Management Association Inc.
State of Queensland acting through the Department of Environment and Science
Sugar Research Australia
Tangaroa Blue Foundation
Traditional Owner Reference Group (Mackay-Whitsunday-Isaac)
Tourism Whitsundays
Whitsunday Catchment Landcare Ltd
Whitsunday Charter Boat Industry Association
Whitsunday Regional Council

### Management Committee members as of July 2021

#### Management Committee – Chair: Julie Boyd

Organisation	Person	Role
HR2RP	Julie Boyd	Chair
Dalrymple Bay Coal Terminal	Ricci Churchill	Deputy-Chair
Reef Catchments	Katrina Dent	Community (NRM)
Whitsunday Regional Council (as elected member)	Cr. Al Grundy	Elected representative
North Queensland Bulk Ports	Kev Kane	Industry (Ports)
Mackay CANEGROWERS	Kerry Latter	Industry (Agriculture)
Department of Environment and Science	Rachel D'Arcy	State and Federal Government
Mackay Regional Council	Robyn Birkett	Local Government
Whitsunday Catchment Landcare/ QWaLC	Graham Armstrong	Community

## Attachment C Partnership Memorandum of Understanding

# Memorandum of Understanding

## Mackay-Whitsunday-Isaac Healthy Rivers to Reef Partnership

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### 1.0 Purpose

The purpose of this memorandum of understanding is to confirm the signatories' commitment to membership of the Mackay-Whitsunday-Isaac Healthy Rivers to Reef Partnership (herein 'the Partnership')

Launched in October 2014, the Partnership came together with a shared vision for **healthy rivers and Reef contributing to a prosperous and iconic region where people visit, live, work and play**. The Partnership is a collaboration between community, Traditional Owners, farmers and fishers, industry, science, tourism and government who recognise that more can be delivered by working together than as individuals.

The Mackay Whitsunday Region, for the purpose of this Partnership, extends from Home Hill in the north to Flaggy Rock Creek in the south (south of Carmila), including the freshwater and marine environment. This includes the catchments of the Don, Proserpine, O'Connell, Pioneer and Plane basins, eight estuaries and the coastal and marine area to the eastern boundary of the Great Barrier Reef (GBR) Marine Park.

The Partnership's primary focus is the development and release of an annual waterway health and stewardship report card. The report card uses the best independent science and integrates a range of GBR-wide and regional monitoring programs to measure waterway health in an environmental, social, economic and cultural context. By drawing on information from existing monitoring programs, duplications and gaps can be identified, and more easily communicated information provided to the community in a cost-effective way.

The signatories intend to cooperate and collaborate by:

- committing to the open sharing of their knowledge, program actions and monitoring and research information (for members with this information) focused on understanding the health of the catchments, rivers and reef in the region;
- making a commitment to long-term monitoring and reporting to inform management responses;
- working together to pool resources and knowledge to maximise outcomes and underpin effective and efficient management actions;
- ensuring the nesting of this initiative within other whole of Reef monitoring, reporting and management activities;

- increasing the positive reputation and brand awareness of the Partnership by sharing the work of the Partnership within signatories' own networks;
- working towards ensuring alignment between different policy and reporting initiatives including the Reef 2050 Long Term Sustainability Plan and associated integrated monitoring program and other reporting programs (e.g. Paddock to Reef); and
- engaging with the local and broader communities by communicating waterway health issues and management responses in collaboration with the Partnership.

This is not a legally binding document but confirms that the members will exercise their best endeavours to achieve the collective aims of the group of partners.

## 2.0 Principles and Objectives

### 2.1 Principles

The Mackay-Whitsunday-Isaac Healthy Rivers to Reef Partnership operates to the following principles:

**Rigorous science** - All science products produced are reviewed using robust independent science.

**Openness and honesty** – Report Card results and supporting information are made publicly available.

**Community education** – The report card contributes to ensuring the Mackay-Whitsunday-Isaac community are informed about the status of their catchments, rivers and reef and the effect of management.

**Communication** – Information on the progress of the Partnership and the positive management responses of the signatories is regularly communicated to the broader public.

**Continuous improvement** – the report card is designed based on the best available information. It will remain adaptive in order to take on new methods and will continue to evolve over time to incorporate contemporary approaches to report cards and new sources or types of information (e.g. social and economic indicators, citizen science datasets etc.).

### 2.2 Objectives

The members are committed to delivering the following objectives in the ongoing operations of the Partnership:

- Communicate information effectively and at a relevant scale to the broader community on waterway health issues with scientific integrity, independence and transparency;
- Be specific to the Mackay-Whitsunday region and consistent with other regional waterway report cards, including the Wet Tropics, Townsville, Gladstone and Fitzroy;
- Provide effective, coordinated, strategic and transparent investment to ensure cost-effective development of an annual report card;
- Consolidate and integrate outputs from ambient and event monitoring programs as well as different modelling platforms;
- Provide scientific information that may assist in improving or maintaining the environmental, social and economic values of our Region;
- Deliver more innovative approaches to understanding catchment-wide cumulative impacts and communicating that more effectively to the broader community;
- Inform planning and delivery activities of the Partners in response to the findings of the report card;



- Utilise the stewardship assessments in the report cards to promote Partners' activities while drawing on the findings of the report card to identify enhanced or additional management actions;
- Communicate our understanding of catchment-wide cumulative impacts;
- Foster a culture of collaboration between Partners for the benefit of our Region's waterways and communities;
- Develop community education initiatives; and,
- Act as advocates for priority regional outcomes in line with the Partnership's objectives.

### **3.0 Governance**

One of the key objectives of any partnership model is to ensure commitment and participation from all members. The full Partnership meets two-three times a year to provide strategic direction to the Partnership's activities. The Mackay-Whitsunday-Isaac Healthy Rivers to Reef Management Committee is a sub-set of the Partnership and provides operational oversight for the Partnership. The Management Committee meets up to six times per year to oversee management of the report card program design, budget, communication plans etc. The recommended structure and membership of the Management Committee seeks to ensure adequate representation across the partners but not necessarily all. Representation includes up to two industry, community, and government representatives respectively as well as the Partnership Chair and Deputy Chair. The appointed Chair has responsibility for chairing both the Partnership and Management Committee. Partners also elect a Deputy Chair of the Partnership. The selected Deputy Chair is responsible for chairing both the Partnership and Management Committee in the absence of the Chair.

The Technical Working Group (TWG) is established to identify and coordinate available monitoring data and modelling information, identify critical gaps, and develop the report card indicator/grades methodology and design.

To ensure the report card is based on best available independent science the Reef 2050 Water Quality Improvement Plan Independent Science Panel (ISP) provides advice and reviews and endorses methodologies, systems and processes used for the development of the report card. Further detail on the Partnership's Governance arrangements can be found on our [website](#)

#### **3.1 Leaving the Partnership**

Members may withdraw from the Partnership at any time by written notice to the Mackay-Whitsunday-Isaac Healthy Rivers to Reef Management Committee.

### **4.0 Funding**

The members agree that the Partnership is intended to integrate existing information, augmented if required to provide an agreed level of detail that will meet the stated purpose. Any additional funding required will be sought collaboratively from the members. This will include resourcing and in-kind support to undertake data identification and synthesis, program design and report card publication.

#### **5.0 Data and Information Sharing**

For the avoidance of doubt, nothing in this MOU alters or affects any existing intellectual property right of any of the members. If required, an appropriate data sharing agreement will be executed prior to the sharing of confidential information or intellectual property between the partners. Members agree that there will be no sharing of confidential information or intellectual property until such data sharing agreement is executed.

This MOU does not restrict in any way the freedom of any party to conduct research and consulting work (whether relating to the Mackay-Whitsunday-Isaac region or otherwise) by themselves or with third parties.

Data sharing guidelines for the Partnership have been developed and can be found in the [Governance Charter](#).

#### **6.0 Promotion and communications**

The Report Card produced by the Partnership will be a publicly available document. Members agree to the use of their corporate logos in producing the Report Card and any related informational documents.

The Partnership will agree on how information and results are to be presented and communicated in the annual report card.

Members agree to promote the work of the Partnership and the Report Card through their own corporate communications activities and, for example, in signage and event materials etc.



**HEALTHY RIVERS TO  
REEF PARTNERSHIP**  
MACKAY-WHITSUNDAY-ISAAC

In witness to the above understandings, this MOU is signed for and on behalf of the members on the dates inserted below.

<b>SIGNED</b> for and on behalf of the	
This      day of	
By	(name)
By	(position)
in the presence of:	
..... (full name of witness)	
..... (signature)	
..... (signature of witness)	

## Attachment D Partnership Terms of Reference

### TERMS OF REFERENCE

#### MACKAY-WHITSUNDAY-ISAAC HEALTHY RIVERS TO REEF PARTNERSHIP: THE PARTNERSHIP

Version: March 2019

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#### 1. Objective

1.1 The Mackay-Whitsunday-Isaac Healthy Rivers to Reef Partnership: The Partnership aims to bring together representatives of regional organisations interested in the health of the five regional catchments (the Don, Proserpine, Pioneer, O’Connell and Plane), urban areas, the ports of Abbot Point, Mackay and Hay Point, marinas and the adjacent coastal and marine area to the eastern boundary of the Great Barrier Reef Marine Park, through open and honest communication built on rigorous scientific based decisions to continuously improve the regional report card and inform the community with up-to-date information.

#### 2. Partnership Chair and deputy Chair

##### 2.1 Selection

- 2.1.1 The Chair and deputy Chair are appointed for a fixed term, with the tenure to be decided by the Partnership and Management Committee.
- 2.1.2 The Chair will be selected by an Expression of Interest process led by the Management Committee. The process for selecting the Chair will begin six months prior to the end of the current Chair’s contract. The Chair tenure will be subject to an annual review.
- 2.1.3 Partners provide nominees for a Deputy Chair to be voted upon. An elected Deputy Chair from nominees received from the Partnership will be appointed.
- 2.1.4 Chair and deputy Chair arrangements will be reviewed every year by the Partnership and Management Committee.

##### 2.2 Roles

- 2.2.1 The Chair will:
  - Review (with assistance from the Executive Officer) and manage the agenda and conduct the Partnership and Management Committee meetings.
  - Facilitate contact between the Management Committee, the Partnership and host organisation.
  - Represent the Partnership to the media or delegate a suitable representative for this task as appropriate.
  - Liaise and guide the Executive Officer in line with Partnership instructions.
  - Deliver on the Chair’s KPI’s (Attachment H Chair’s KPIs and Remuneration Protocol of the Governance Charter).
- 2.2.2 The deputy Chair will, when performing in the role of Chair,
  - Review (with assistance from the Executive Officer) and manage the agenda papers and conduct the Partnership and Management Committee meetings.

- Prepare agenda paper material for Partnership and Management Committee meetings, where required
- Represent the Partnership, Chair or staff at relevant meetings
- Review documentation or communication material when the Chair is not available to review.
- Facilitate contact between the Management Committee, the Partnership and host organisation.
- Represent the Partnership to the media or delegate a suitable representative for this task as appropriate.
- Liaise and guide the Executive Officer in line with Partnership instructions.
- Deliver on the Chair's KPI's (Attachment H Chair's KPIs and Remuneration Protocol of the Governance Charter) when performing in the role of Chair.

### **3. Executive and Technical Officer/s**

#### *3.1 Selection*

- 3.1.1 Position Descriptions are to be reviewed by Partnership Management Committee on an annual basis.
- 3.1.2 Performance reviews are conducted by the host organisation, and the Chair and recommendations are made to the Management Committee on continued employment for both positions on an annual basis.

### **4. Membership**

#### *4.1 Partners*

- 4.1.1 Partners are listed in Attachment B Partnership, Management Committee and TWG member organisation of the Governance Charter. As new members join, this list will be updated.

#### *4.2 Joining the Partnership*

- 4.2.1 Membership of the Partnership is open to organisations with an interest in maintaining, and where necessary improving the health of the five catchments, the urban area of Mackay, the ports of Abbot Point, Mackay and Hay Point, marinas and the adjacent coastal marine areas of the Great Barrier Reef Marine Park by reporting on the health and if necessary making recommendations for improvement. To become a member of the Partnership, an interested party must:
  - Read, understand and sign the Memorandum of Understanding and Partnership Terms of Reference,
  - Be approved by the Management Committee or the broader Partnership,
  - Pay a membership contribution in accordance with the approved membership tier provided in Addendum A. Should a Partner not pay its membership contribution within 30 days, its voting rights shall be suspended at the discretion of the Chair.
- 4.2.2 Organisations who become partners may nominate one representative to participate in Partnership meetings.

4.3 Partnership members will not be remunerated by the Mackay-Whitsunday-Isaac Healthy Rivers to Reef Partnership for their time.

## **5. Partner responsibilities**

5.1 Partners should:

- Genuinely work together and engage with other Mackay-Whitsunday-Isaac Healthy Rivers to Reef partners, the Partnership Management Committee, the Reef 2050 Water Quality Improvement Plan Independent Science Panel, and the Technical Working Group in a positive and proactive manner.
- Prepare for, attend and contribute to Partnership meetings: at least two times each year.
- Report back to their own organisation about Partnership progress and actions.
- Take into account Partnership, Management Committee, Reef 2050 Water Quality Improvement Plan Independent Science Panel and community advisory recommendations, requests and concerns.
- Progress actions from Partnership meetings relevant to their own organisation.
- Raise concerns (if any) immediately as they arise with the Independent Chair or Executive Officer.
- Provide data and information to the Technical Working Group and Reef 2050 Water Quality Improvement Plan Independent Science Panel, subject to commercial-in-confidence, data sharing agreements and Partnership data sharing guidelines.
- Provide information at Partnership meetings on initiatives and activities relevant to the objectives of the Partnership.
- Make decisions using an evidence-based approach.
- Communicate and promote ('champion') the Partnership in relevant stakeholder and regional forums and with other related programs.

## **6. Operation**

- 6.1 All members of the Partnership may participate in Partnership meetings to receive performance reports, elect the Partnership Management Committee and Chair, contribute to forward planning and endorse the report card.
- 6.2 The Partnership Management Committee provides program oversight of Partnership activities and operates with specific Terms of Reference (Attachment E Management Committee Terms of Reference of the Governance Charter).

## **7. Conflict of Interest**

- 7.1 Partnership members must disclose material personal and professional interests, which may constitute a conflict of interest, either pecuniary or otherwise.
- 7.2 Declaration of interests will be recorded in the Minutes of the relevant meeting.
- 7.3 Subsequent involvement in the matter concerned shall be at the discretion of the Chair on the advice of other members present.

## **8. Partnership Meetings**

8.1 Partnership meetings are comprised of the representatives of Partnership member organisations.

8.2 The full Partnership shall meet two-three times per year to receive performance reports and contribute to forward planning.

### **8.3 *Decision-making process***

8.3.1 The Partnership will make decisions by consensus. A 70% majority will be used in the event of an impasse.

8.3.2 It is the responsibility of the Chair to manage the decision-making process.

### **8.4 *Quorum***

8.4.1 A quorum has been established in order to clearly establish the minimum number of attendees present at each meeting to enable the Partnership to make decisions. The quorum for Partnership meetings is half the Partnership membership group plus one person.

8.4.2 The Chair or deputy-Chair will be responsible for determining whether the quorum group is present at Partnership meetings.

### **8.5 *Absences and alternates***

8.5.1 The Partnership members are expected to attend Partnership meetings. If unable to attend a meeting, Partnership members may propose alternate members or proxies, at the discretion of the Chair.

8.5.2 If a Partnership member can't attend, there is an obligation to provide a proxy and to ensure proxies and the organisation are briefed and proxies can speak for their organisation.

8.5.3 Nomination of a proxy from the absentee Partnership member's organisation or another organisation from the same sector is encouraged.

### **8.6 *Observers***

8.6.1 One observer per Partnership member may attend a Partnership meeting to assist the member. They are passive observers, not able to vote and may have to leave the room for some discussions.

8.6.2 Interested non-members may observe at Partnership meetings at the discretion of the Chair and Executive Officer. They are passive observers, not able to vote and may have to leave the room for some discussions.

#### 8.7 *Papers*

- 8.7.1 The Executive Officer will circulate Partnership meeting papers. Whenever possible, papers will be circulated at least ten working days prior to the meeting.

#### 8.8 *Minutes*

- 8.8.1 Minutes will contain decisions made by the Partnership.
- 8.8.2 Draft minutes will be provided to the Chair of the Partnership by the Executive Officer within 10 working days of the meeting for approval.
- 8.8.3 Chair-approved draft minutes will be provided to the Partnership by the Executive Officer with a 10-working day period for review and/or comments.
- 8.8.4 Final draft minutes will be provided to all Partnership members by the Executive Officer for final comment. If no comments are received after 5 working days, the draft minutes are assumed to be approved by the Committee.

### **9. Leaving the Partnership**

- 9.1 Partners may withdraw from the Partnership at any time by written notice to the Chair. Membership contribution invoices shall be refunded at the discretion of the Chair.



### Addendum A: Partnership membership contributions

Funding Category	Annual Membership Contribution (excl. GST)	Example of who could be in this category	Vote
<b>Contributing Partners</b>			
Tier 1	\$1,000-\$5,000	Local Businesses, Small Companies and Small public utilities, Peak Industry Associations	Yes
Tier 2	\$5,000-10,000	Regional NRM Bodies, Medium Companies, Medium public utilities, Universities, and Research Organisations	Yes
Tier 3	\$25,000-\$100,000	Large Companies/Industry/Coal Terminals, Port Authority	Yes
Government Tier	\$10,000-\$260,000 Negotiated as required	Regional Council	Yes
		Commonwealth Government	Yes
		State Government	Yes
Community	\$50-\$1,000	Traditional Owner, community and conservation groups	Yes
<b>Supporters</b>			
	\$500 or more	Interested groups without direct involvement	No

- A contribution range for Tiers 1, 2 and 3 exists such that specific contributions within this range are determined by criteria, including throughput, size of company and number of Environmentally Relevant Activities in the region.
- Private businesses are encouraged to determine their membership contribution with the Executive Officer/Chair on an annual basis, as membership contributions should be proportionate to Partner revenue/scale of operations.
- Flexibility is built into Regional Council membership if a local government area extends over two potential regional report card regions and in Tier 2 membership if a Partner is a financial contributor to more than one regional report card. This is reflected in a contribution range or could be a combination of financial/in-kind co-contributions. Flexible contributions are at the discretion of the Partnership Chair.
- A discounted membership fee can be arranged between the Executive Officer/Chair and a Partner if membership is sought/finalised outside of July (i.e. the start of that membership year).
- Membership fees may be paid in instalments upon request from Partners to the Executive Officer/Chair.
- Two-year membership fee commitments have been introduced (from the 19/20FY). Partners are asked to provide written confirmation of their intent to join the Partnership prior to each two-year tenure. Partners' membership fees may still be paid on an annual basis if budgeting reasons dictate this requirement.

## Attachment E Management Committee Terms of Reference

### TERMS OF REFERENCE

#### MACKAY-WHITSUNDAY-ISAAC HEALTHY RIVERS TO REEF PARTNERSHIP: THE MANAGEMENT COMMITTEE

Version: June 2020

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#### **1. Role**

The Mackay-Whitsunday-Isaac Healthy Rivers to Reef Partnership's Management Committee is a subgroup of the broader Partnership. Its role is to provide oversight and advice on operational matters including budget, work plan, production of the report card and delivery of the communications program.

The Management Committee supports the Partnership objective of bringing together Partnership representatives interested in the health of the five regional catchments (the Don, Proserpine, Pioneer, O'Connell and Plane), urban areas, the ports of Abbot Point, Mackay and Hay Point, marinas and the adjacent coastal and marine area to the eastern boundary of the Great Barrier Reef Marine Park, through open and honest communication built on rigorous scientific based decisions to continuously improve the regional report card and inform the community with up-to-date information.

#### **2. Partnership Chair and Deputy Chair**

2.1 The Partnership Independent Chair and deputy Chair is the chair and deputy chair of the Management Committee.

#### **3. Executive and Technical Officer/s**

3.1 The Executive and Technical Officer/s will support the work of the Management Committee.

#### **4. Membership**

4.1 Management Committee members are nominated by their respective sectoral groups within the Partnership (i.e. community, industry and government plus an elected member representative). They comprise up to two representatives from each sector plus the Chair and deputy Chair of the Partnership (maximum of 8 members in total).

4.1.1 Community Partnership members nominate up to two community representatives on the Management Committee, and representation includes Traditional Owners, regional NRM bodies, conservation groups, and recreational fishers.

4.1.2 Industry Partnership members nominate up to two industry representatives on the Management Committee and representation includes the resource industry, ports, agriculture, marine tourism and commercial fishers (if applicable).

4.1.3 Government Partnership members nominate the up to two government representatives on the Management Committee.

4.1.4 An elected member representative will sit on the Management Committee, comprising a Councillor from one of the local Governments involved in the Partnership. Suitable representatives will be sourced by the Executive Officer with

input from the Management Committee and / or Partnership prior to the start of each term. In the event that more than one elected member wishes to sit on the Management Committee, a voting process will be used to determine the selected member via the Partnership.

- 4.1.5 A ballot will be used if consensus between sector partners is unable to be reached.
- 4.2 Selection will be undertaken every two years starting prior to the relevant financial year.
- 4.3 The Chair of the Technical Working Group is not a member of the Management Committee but may be invited to attend/present at Management Committee meetings.
- 4.4 The Chair of the Reef 2050 Water Quality Improvement Plan Independent Science Panel is not a member of the Mackay-Whitsunday-Isaac Healthy Rivers to Reef Partnership Management Committee.
- 4.5 Management Committee members will not be remunerated by the Mackay-Whitsunday-Isaac Healthy Rivers to Reef Partnership for their time.

## **5. Management Committee member responsibilities**

Members should:

- 5.1 Genuinely work together and engage with other Mackay-Whitsunday-Isaac Healthy Rivers to Reef Partnership partners, the Technical Working Group, and when required the Reef 2050 Water Quality Improvement Plan Independent Scientific Panel.
- 5.2 Implement Partnership decisions e.g. work program, communication plan etc.
- 5.3 Address matters raised by or affecting partners.
- 5.4 Prepare for, attend and contribute to Management Committee meetings.
- 5.5 Report back to their own organisations about Partnership progress and actions.
- 5.6 Make decisions using an evidence-based approach.
- 5.7 Provide data and information to the Reef 2050 Water Quality Improvement Plan Independent Science Panel and Technical Working group, subject to commercial-in-confidence and an agreed data sharing agreement.
- 5.8 When required, prepare documentation (assisted by Executive Officer) for Management Committee meetings, implementing Partnership decisions or for making operational decisions.
- 5.9 Review staff contracts (e.g. Executive and Technical Officer/s).
- 5.10 Assist the Executive Officer in developing the yearly Program Plan.
- 5.11 Review and approve the yearly Program Plan.
- 5.12 Assist the Executive Officer in developing the annual budget.
- 5.13 Review and approve the annual budget for the next financial year.
- 5.14 Assist the Technical Officer/s in collating technical information and coordinating the TWG
- 5.15 Communicate and promote ('champion') the Partnership in relevant stakeholder and regional forums and with other related programs.

## **6. Conflict of Interest**

- 6.1 Management Committee members must disclose material, personal and professional interests, which may constitute a conflict of interest, pecuniary or otherwise.

- 6.2 Declaration of interests will be recorded in the Minutes of the relevant meeting.
- 6.3 Subsequent involvement in the matter concerned shall be at the discretion of the Chair on the advice of remaining Management Committee members.

## **7. Meetings**

### **7.1 Meeting frequency**

- 7.1.1 Unless otherwise agreed, the Management Committee will meet up to six times per FY in Mackay or via teleconference.

### **7.2 Meeting notice**

- 7.2.1 Notice of at least 10 working days must be given in advance of each Management Committee meeting.

### **7.3 Absences and alternates**

- 7.3.1 The Management Committee members are expected to attend Management Committee meetings. If unable to attend a meeting, Management Committee members may propose alternate members or proxies, at the discretion of the Chair.
- 7.3.2 If a Management Committee member can't attend, there is an obligation to provide a proxy and to ensure proxies and the organisation are briefed and proxies can speak for their organisation.

- 7.4 Nomination of a proxy from the absentee Committee member's organisation or another organisation from the same sector is encouraged.

### **7.5 Quorum**

- 7.5.1 A quorum has been established in order to clearly establish the minimum number of attendees present at each meeting to enable the Management Committee to make decisions. The quorum for Management Committee meetings is half the Management Committee membership group plus one person.
- 7.5.2 The Chair or deputy Chair will be responsible for determining whether the quorum group is present at Management Committee meetings.

### **7.6 Observers**

- 7.6.1 One observer per Management Committee member may attend a meeting to assist the member. They are passive observers, not able to vote and may have to leave the room for some discussions.

### **7.7 Decision-making processes**

- 7.7.1 The Management Committee will aim to make decisions by consensus. In the event of an impasse, the decision will be deferred to the Partnership. A discussion paper will be provided including arguments and recommendations for the Partnership to consider.
- 7.7.2 It is the responsibility of the Chair to manage the decision-making processes.

### **7.8 Agenda**

- 7.8.1 Executive Officer will assist the Chair, in consultation with the Management Committee members to develop the agenda.
- 7.8.2 The agenda will generally include the following:
  - Minutes and actions of the previous meeting

- Reporting on progress of Partnership activities
- Report from the Executive Officer or the Technical Officer/s on activities related to report card development
- Any other general business

#### 7.9 *Papers*

- 7.9.1 The Executive Officer will circulate Management Committee meeting papers. Whenever possible, papers will be circulated at least five working days prior to the meeting.

#### 7.10 *Minutes*

- 7.10.1 Minutes will contain decisions made by the Management Committee.
- 7.10.2 Draft minutes will be provided to the Chair of the Partnership by the Executive Officer within 10 working days of the meeting for approval.
- 7.10.3 Chair-approved draft minutes will be provided to the Management Committee by the Executive Officer with a 10-working day period for review and/or comments.
- 7.10.4 Final draft minutes will be provided to all Management Committee members by the Executive Officer for final comment. If no comments are received after 5 working days, the draft minutes are assumed to be approved by the Committee.
- 7.10.5 Finalised minutes will then be made available to the full Partnership (via uploading to the Partners log in area of the Partnership's website).

### **8. Leaving the Management Committee**

Committee members may withdraw from the Management Committee at any time by written notice to the Chair and should provide details of the replacement representative

### **9. Review of the ToR**

These Terms of Reference will be updated biannually.

## Attachment F Technical Working Group Terms of Reference

### REGIONAL REPORT CARD TECHNICAL WORKING GROUP (TWG)

#### TERMS OF REFERENCE

Version: May 2020

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#### 1. Role of the TWG

Review and provide technical monitoring, modelling and reporting advice on environmental indicators for the Wet Tropics Waterways, Mackay-Whitsunday-Isaac Healthy Rivers to Reef Partnership and the Dry Tropics Partnership for Healthy Waters (hereafter collectively referred to as the Partnerships).

The TWG will:

- 1.1 Review technical aspects of the Partnership programs and suggest continuous improvement (integration, gaps and priorities), including the development of new environmental indicators.
- 1.2 Provide technical advice on program implementation.
- 1.3 Provide technical advice on data availability, collection and interpretation for integration into report cards.
- 1.4 Review the reporting framework and report card material, including review of technical reports.
- 1.5 Contribute to the strategic direction of the technical report card program for all Reef Regional Report card partnerships including, Fitzroy partnership for river health and Gladstone healthy harbour partnership
- 1.6 Advise on other relevant technical issues as identified by the Management Committees of the Partnerships and Reef Plan Independent Science Panel.
- 1.7 Advise on the alignment and integration with other waterway health related reporting programs in the GBR catchments

In addition, TWG members will:

- 1.8 Provide peer support to the Technical Officers of the Partnerships.
- 1.9 Participate in relevant program meetings and workshops of the Partnerships.
- 1.10 Communicate and promote ('champion') the Partnerships in relevant stakeholder and regional forums and with other related programs.
- 1.11 Encourage whole of program coordination.

The Paddock to Reef program Coordination Advisory Group (CAG) and the Regional Report Card Technical Working Group (TWG) function to deliver the Catchment and Estuary theme under the Reef 2050 Plan Reef Integrated Monitoring and Reporting Program (RIMReP). The further development of marine indicators will be informed through other RIMReP specialist working groups.

## 2. Operation

2.1 TWG meetings will be chaired by an independent chair

2.2 Partnership technical officers or the Chair will report TWG recommendations to the Management Committees of the Partnerships.

2.3 TWG members will work closely with technical officers of the Partnerships, CAG and the Reef Plan Independent Science Panel.

2.4 The TWG will consist of:

- **Operational members**: chair / secretariat / technical officers. The secretariat and technical officers will attend all relevant meetings. Operational members will vote.
- **Core members** will attend all meetings when available.
- **Expert members** will attend meetings where their specific expertise is required to address specific agenda items.
- **Regional members** will attend meetings related to their specific region and regional expertise.

2.5 TWG meetings must be attended by > 50 % of the core members who, along with the Chair and technical officers, will determine whether there are sufficient expert and regional members present at the meeting to provide robust advice or review required for endorsement of the tabled agenda items.

2.6 The core TWG members are expected to convene on at least six separate occasions across the calendar year for full day meetings, which will be held on a rotational basis in Brisbane, Mackay, Cairns and Townsville.

2.7 The expert TWG members will convene on up to six separate meetings. Attendance will be determined by the agenda.

2.8 Review material will be provided to relevant TWG members at least five business days before the due date for comments.

2.9 TWG members will follow up assigned actions in agreed timeframes and review and update the online action tracker on a regular basis.

### **3. Secretariat and operational support**

- 3.1 Technical officers are to lead the development of technical papers and reports, and the collation, analysis and documentation of methods and results for their respective report cards for review by TWG and the Reef Independent Science Panel (ISP).
- 3.2 The Office of the Great Barrier Reef (OGBR) and the technical officers will provide secretariat assistance to the TWG. The secretariat will coordinate meetings; finalise agendas; take minutes at meetings; track meeting actions and other administrative functions.
- 3.3 The meetings will be held on a rotational basis between the report card locations. The host technical officer or secretariat will organise all logistics for room and catering.
- 3.4 The draft minutes will be available to the members within 10 days of a TWG meeting.
- 3.5 Material provided to the TWG for review are confidential drafts and not for distribution, unless stated otherwise.
- 3.6 TWG members will have an opportunity to provide feedback on TWG processes annually during strategic TWG meetings.

### **4. Specialist sub meetings**

- 4.1 TWG members will endorse the formation and membership of specialist sub meetings, to address technical matters that require more detailed advice or review, and that may be outside the scope of the existing TWG expertise.
- 4.2 Technical matters may be identified by the Partnerships, the ISP or the TWG.
- 4.3 A member of the TWG will attend specialist sub meetings to represent the TWG and will report back the findings of the specialist sub meeting for general endorsement by the core TWG members.

### **5. Chair Duties**

- 5.1 The Chair will be engaged on a 24-month term.
- 5.2 The Chair position will be selected through an open process and advertised externally.
- 5.3 The Chair appointment will be decided by a majority vote of the TWG members and technical officers.
- 5.4 The Chair appointment will be subject to a four-month probation period.
- 5.5 Technical officers will have an opportunity to provide feedback on Chair's performance annually.
- 5.6 The Chair will play a strategic role, having oversight over all report cards, and identifying alignment with existing Reef policy and collaborative opportunities where possible.
- 5.7 The Chair is required to review papers and officiate TWG meetings to guide technical decisions.
- 5.8 The Chair is considered a "core" TWG member and is required to attend all TWG meetings.



## **6. Membership**

6.1 Members are nominated and invited by the Partnership or Management Committees of Wet Tropics Waterways; the Dry Tropics Partnership for Healthy Waters and the Mackay-Whitsunday-Isaac Healthy Rivers to Reef Partnership.

6.2 Gladstone Healthy Harbour Partnership and Fitzroy Partnership for River Health science officers and/or Chairs are invited to attend where relevant.

6.3 The TWG is a skills-based membership that aligns with the reporting methodology endorsed by the various Partnerships.

6.4 If a member is unable to attend a meeting, proxies must have similar expertise to the member; representation by organisation will not be permitted.

6.5 The TWG members must have expertise in one or more of the following:

### **CORE MEMBERS**

- Report Cards / Scoring and scaling methodology
- Catchment and estuarine water quality and ecosystem health reporting
- Marine water quality and ecosystem health reporting
- Urban management and planning
- RIMReP linkage
- Ports/industry monitoring

### **EXPERT MEMBERS**

- Human dimension (representative from RIMReP HD working group)
- Indigenous Cultural heritage
- Economics
- Data Analysis and Statistics (specialist tasks)
- Water quality modelling and reporting
- Loads and pesticides monitoring
- Seagrass ecology and monitoring
- Coral reef ecology and monitoring
- Fisheries
- Freshwater fish ecology and diversity
- Geology/Hydrology/Groundwater
- Port related monitoring
- Wetland (mangrove, saltmarsh, lake) ecology and monitoring
- Stewardship monitoring and reporting
- Aquatic weeds and pest species
- Citizen science

### **REGIONAL MEMBERS**

- Wet Tropics (northern limit to southern) waterways and regional knowledge
- Dry Tropics (Black, Ross and Boule catchments) waterways and regional knowledge

- Mackay-Whitsunday-Isaac (northern to southern limit) waterways and regional knowledge

#### REGIONAL REPORT CARD MEMBERS

- Expertise requested from: South East Queensland Healthy Land and Water; Fitzroy Partnership for River Health; or Gladstone Healthy Harbour Partnership as required

The current list of core, expert and regionally specific members is documented in Appendix A. The expertise required for the TWG is expected to expand to include human dimensions and economics. A suitable approach for this expansion is being investigated.

#### **7. TWG costs**

- 7.1 Upon request, flight costs and where necessary, overnight accommodation for TWG members will be covered (and equally shared) by the respective Partnership budgets.
- 7.2 Flights and overnight accommodation for meetings are to be paid for upon approval by the individual Partnership Executive Officers or Project Managers.
- 7.3 Chair costs will be divided equally between the Partnerships.
- 7.4 Costs for TWG meetings, including members' travel and accommodation, meeting room hire and catering, will be shared by the Partnerships based on an agreed arrangement between the Partnerships.
- 7.5 The Queensland Government staff travel costs will be covered by their respective departments.

#### **8. Leaving the Working Group**

- 8.1 Members may withdraw from the TWG at any time by written notice to the Chair of the TWG.
- 8.2 A replacement representative will be approved by the Management Committees of the Partnerships.



Appendix A. Regional report card Technical Working Group core and regionally-specific members

Expertise/Position	Organisation	Location
<b>Operational members</b>		
TWG Chair	Independent	Brisbane
Secretariat	Qld Govt. DES	Brisbane
Technical Officers	Partnerships	Cairns, Townsville and Mackay/Proserpine
<b>Core members – attendance at all meetings</b>		
Paddock to Reef / QLD water quality policy / Catchment water quality	Qld Govt. DES	Brisbane
Catchment water quality / Report Cards	Qld Govt. DES	Brisbane
Urban Management and Planning & Total water cycle management	Qld Govt. DES / Cairns Regional Council	Brisbane / Cairns
Estuarine and Marine Water quality and ecosystems	Qld Govt. DES	Brisbane
Marine ecosystems and RIMReP	Aus Govt. GBRMPA	Townsville / Rockhampton
Ports/industry monitoring	Determined by agenda and/or meeting location	Cairns / Townsville / Mackay
<b>Expert members – attendance where expertise is needed to address agenda items or at</b>		
Loads and pesticide monitoring	Qld Govt. DES	Brisbane
Data analysis and statistics	Qld Govt. DES	Brisbane
Indigenous cultural heritage		
Economics	CQU	Gladstone
Human Dimensions	CSIRO	Brisbane/ Townsville
Citizen Science	GBRF	Brisbane
Offshore ecosystems	AIMS	Townsville
Coastal landscape ecology and processes / urban ecology	TropWater	Townsville
Freshwater fish monitoring	Qld Govt. DES	Brisbane
Fisheries	Qld Govt. DAF	Brisbane
Seagrass	James Cook University	Cairns
Mangroves	Central Qld Uni	Mackay



Coral monitoring	Aus Govt. AIMS	Townsville
Hydrology/Ground water	Qld Govt. DNRME	Cairns
<b>Regional members – attendance at all regional meetings and in some cases at other meetings or special sub meetings when expertise is required</b>		
Cairns / Wet Tropics		
Urban	Cairns Regional Council	Cairns
Biosecurity/systems repair/WT regional knowledge	FNQ Regional Organisation of Councils	Cairns
Ports Marine monitoring	Ports North	Cairns
WT Regional knowledge / waterway management	Aqua sea Enterprises	Ingham
Technical Officers	Wet Tropics Waterways	Cairns
Townsville / Dry Tropics		
Marine biology, data base development and management	AIMS	Townsville
Social data, SELTMP	CSIRO	Townsville
Marine scientist, coastal ecosystems	GBRMPA	Townsville
Water quality in freshwater, estuarine and marine areas	JCU	Townsville
Townsville Ports monitoring	Townsville Port	Townsville
Urban, urban water management	Townsville City Council	Townsville
Technical Officer	Dry Tropics Partnership for Healthy Waterways	Townsville
Mackay / Whitsunday Islands		
Water quality monitoring and MW regional knowledge	Qld Govt. DNRME	Mackay
Mackay Whitsundays regional, water quality and urban knowledge	Whitsunday & Mackay Regional Councils	Proserpine/Mackay



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MW regional knowledge	Reef Catchments NRM	Proserpine/Mackay
Fisheries and aquatic ecology	Catchment Solutions	Mackay
Aquatic Ecology, MW regional knowledge	DNRME	Mackay
Agriculture and practice change/water quality	DAF	Mackay
Technical/Project Officer	Mackay-Whitsunday-Isaac Healthy Rivers to Reef Partnership	Proserpine/Mackay

## **Attachment G Hosting Agreement**

### **Purpose of the Partnership**

The primary purpose of the Mackay-Whitsunday-Isaac Healthy Rivers to Reef Partnership is to develop a Mackay-Whitsunday-Isaac regional waterway health report card, which will inform whole of catchment management in the region from the catchments to the rivers to the outer Great Barrier Reef.

For the purposes of this Partnership, the Mackay Whitsunday Region includes the catchments of the Don, Proserpine, O’Connell, Pioneer and Plane basins, the urban area of Mackay, the ports of Abbot Point, Mackay and Hay Point, marinas and the coastal and marine area to the eastern boundary of the Great Barrier Reef Marine Park.

The Mackay-Whitsunday--Isaac Healthy Rivers to Reef Partnership (herein ‘HR2RP’) seeks to continue to develop and implement a partnership approach to report on the health of freshwater rivers, wetlands, estuaries, near shore coastal and marine environments, as well as management efforts and outcomes.

The Partnership will establish collaborative approaches that seek to integrate environmental, social, economic and cultural information and catchment health knowledge; and build upon and integrate existing monitoring, modelling, recording and reporting efforts at the sub-catchment, catchment and reef wide scale. The Partnership will continue to drive the strategic direction and will set the program deliverables, which will be operationally supported by the selected host organisation.

### **Purpose of this document**

This Hosting Agreement outlines the role of the host organisation, relevant Operational Requirements, Key Performance Indicators (KPIs), measures to evaluate those KPIs and the Partnership’s responsibilities. It also details what services are included in fees applicable to host the Partnership and how they are calculated. This Agreement is valid for 2019/20FY subject to performance on agreed host KPIs.

## Role of the Host and Operational Requirements

### Governance

- The host will be required to provide the benefit of their board structure in supporting HR2RP operations ensuring all legal and financial responsibilities are met, finances are sound, contracts and operations are legal, and strategic and operational risk are managed within a sound strategic framework and monitored and reported regularly.
- The host will maintain an up-to-date comprehensive set of policies and procedures covering Workplace Health and Safety (WHS), Human Resources (HR), financial management, contract management, IT, Media and Governance.
- The host is required to be a legal entity that can execute contracts with suppliers or customers on behalf of the Partnership initiative.

### Operational Management

- The host will provide the day-to-day supervision for HR2RP staff ensuring that work is completed to a high standard and in a timely manner.
- The host will provide oversight and support to HR2RP staff to ensure successful implementation of HR2R projects and programs (as guided by the Management Committee and the Partnership).
- The host will ensure projects are delivered using best practice principles and greater efficiency.
- The host will assist the Executive Officer to provide coordination between HR2R staff and the host's communications team (where relevant) to ensure that the project products and outcomes can be communicated and promoted.
- The host will assist both the Executive Officer and Technical Officer/s to provide coordination between HR2R staff and the host's regional working groups and data and information gathered by various host projects for inclusion and consideration into the Partnerships projects.

### Financial and Administrative Management

- The host will maintain a bank account on behalf of the Partnership, ensuring the bank account is structured to maximise the potential interest revenue for HR2R from available funds. Interest shall be included in monthly financial reporting back to the HR2RP Executive Officer and Chair.
- The host will invoice HR2R Members yearly for membership fees. The list of members will be obtained from the Executive Officer, and new members will be invoiced on direction from the Executive Officer.
- The host will undertake Accounts Payable and Accounts Receivable on behalf of HR2RP.
- The host will provide monthly financial reports for HR2RP and any relevant individual projects.
- The host will ensure that a yearly independent audit of the financials achieves an unqualified audit and best practice accounting is used in the management of HR2RP financials.
- The host will be expected to assist HR2RP staff in administrative matters as required, for example in booking venues for meetings, organising catering etc.

## Contract Management

- The host will prepare and enter into contracts on behalf of the HR2RP.
- The host will manage any contracts with the Australian and Queensland Governments including invoicing for payments, financial reporting/acquittal.
- The host will administer project delivery of contracts including accepting the legal liability for the contracts.
- The host will maintain \$20,000,000 professional indemnity and \$20,000,000 public liability insurance.
- The host will provide the Partnership with their own procurements policy for the purposes of contract management.

## Employment Services

- The host will employ all HR2R staff and provide employment services including employment contracts, HR management and advice, payroll, superannuation and employment administration.
- In conjunction with the Partnership's Independent Chair, the host will recruit the Executive Officer, including approving the position advertisement and description and providing HR support to the Selection Panel. The Independent Chair will also review the Executive Officer remuneration package and be involved in salary reviews.
- The Executive Officer will assist the host in the recruitment, interview and employment of Technical Officers, including approving position advertisement and description. The Executive Officer in conjunction with the host will establish annual performance plans and complete annual, mid and probationary reviews for each Technical Officer, identifying and providing professional development training opportunities. The Executive Officer in conjunction with the host will also review the Technical Officers remuneration package and be involved in salary reviews with the Independent Chair's consultation.

## Office and IT

- The host will provide office space for HR2RP staff.
- The host will have the relevant insurance coverage to ensure there is minimal business interruption should the office be damaged during a disaster event.
- Each HR2RP employee is to be provided with a desk, phone, high-speed internet, high quality IT including dual screens and a laptop by the host, and access to printers. All IT equipment is to be maintained and IT support available to ensure that any work interruptions are minimal and quickly addressed.
- The host will provide professional IT Support Services and will maintain relevant IT hardware required for HR2RP operations.
- The host will have processes and systems in place to ensure file and email security is maintained, along with record and data management processes.
- The host will provide a well-maintained and clean office environment and associated facilities, ensuring a safe and productive work environment for employees.
- The host will provide staff with a supportive team environment to work in (including involvement in wider host staff meetings, training opportunities, etc.)
- The host will provide suitable meeting rooms equipped with projectors and conferencing phones that are available for use by HR2RP staff.



## Travel

- The host will provide well-maintained vehicles for HR2RP staff use.
- The host will provide travel-booking services to ensure travel costs are efficient and cost-effective.

## Communications and Engagement

When the host's internal communications resources are used to assist in delivering the HR2RP communications and engagement strategy (included in the HR2RP Program Plan), the following apply:

- The host will provide suitable internal resources to assist in delivering the HR2RP communications and engagement strategy, which includes production and promotion of the annual Report Card.
- The host will provide access to relevant design, web and other communications software via the communications team.
- The host will promote the HR2RP and its activities/products to stakeholders at events, via social media, via the host's website and via other activities and/or deliverables, for example Annual Reporting and whole of organization newsletters.
- The host will identify and notify the HR2RP of engagement opportunities.
- The host will provide web support services for the HR2RP's website.

A detailed scope of communication and engagement products and services to be delivered by the host (where relevant), including timelines for completion and resources required is located in the Program Plan (communication and engagement strategy). It is important the yearly direction of the communication and engagement strategy is determined early and does not alter substantially. Both parties need to agree to alterations. Any changes should not prevent the host from achieving the outcomes of the strategy and should have clear direction on delivery of the strategy. This scope will be discussed at the work planning stage for each financial year with the host to ensure objectives of the communications and engagement strategy can be met through the host's resourcing arrangements. The Partnership is to pay for communication and engagement on a monthly basis for the hours that are worked on the Partnership's communication and engagement strategy.

## Other professional services

The host may be able to provide other professional services that may be beneficial to the HR2RP, including GIS support. The level of other professional services required to deliver on the HR2RP's work plan for the next financial year will be quantified during the resource planning process and will be discussed with the host organisation in a timely manner for the next financial year.

## Conflicts of Interest

The host organisation must disclose and seek to resolve to the satisfaction of the HR2R Management Committee, any material interests that may constitute a conflict of interest.

## Dispute resolution

Any dispute between the host and the Partnership must be referred initially for resolution by a representative nominated by the Partnership and a representative nominated by the host, who must use their best endeavours to resolve the dispute within 14 days of giving notice of a dispute by either party.

If the parties do not resolve the dispute within 14 days, then the dispute will be brought to the attention of the Partnership's Management Committee whereby a consensus vote will seek to be established in relation to resolving the dispute. If a consensus vote cannot be reached at Management Committee level, the issue will be brought to the attention of the Partnership, where a consensus vote will again attempt to be reached on the issue.

If a consensus vote cannot be reached at either Management Committee or Partnership level, then either party may by notice in writing, commence litigation.

Despite the existence of a dispute, both parties must continue to perform their respective obligations under this Agreement, unless a direction is issued which states otherwise.

### **Re-evaluation and/or Termination of this agreement**

Both Reef Catchments and the Partnership can, at any time, re-evaluate the terms of this Agreement. If after discussions and/or dispute resolution processes have taken place either party wishes to terminate this Agreement either may do so in writing to the Partnership (through the Chair)/Reef Catchments' CEO.

### **Fees**

The Partnership will be subject to two separate fees by the host organisation that are outlined below. All fee values are exclusive of GST. The timing of invoicing of fees is to be agreed upon by the host and the Partnership via an agreed payment schedule.

### **Hosting Fee Inclusions**

The hosting fee will be charged on an annual basis and includes:

- HR support for HR2RP staff employed by the host organisation (e.g. Executive Officer and Technical Officer/s) including performance management
- Contract management and administrative costs for any projects led by the Partnership
- Payroll processing for the Executive Officer and Technical Officer/s
- Booking travel for Chair, Executive Officer, and Technical Officer/s
- Organising meetings for Management Committee and Partnership (venue, catering etc.)
- Invoicing (sending out, follow up and processing) of membership fees and processing all invoices associated with contracts
- Providing the budget management, reporting and auditing outlined in the Financial and Administrative Management section of the Operational Requirements
- Reception services
- Salary expenses for Management, Finance, WHS and Administration host staff

### **Hosting Fee Calculation**

The annual host fee is calculated as being 5% of the projected revenue stream from membership contributions for the next financial year, or a baseline fee of \$35,000, whichever is the greater amount. For 2021/22 the host fee has been calculated as the baseline fee of \$35,000. The charge will be paid on a quarterly basis.

### **Business Operating Charge Inclusions**

The host will charge the Partnership a set fee per Full Time Employee (FTE) on an annual basis, separate to the hosting fee. The Business Operating Charge includes:

- IT equipment (laptop, phone) and IT costs including software licenses for software required by HR2RP staff.
- Building and office costs (workstation, rent, insurance, electricity, R&M, amenities, cleaning, phone bills, building maintenance, and security)
- Management and office systems to support internal communication, governance and effective office processes
- Use of the host's Boardroom, meeting rooms, vehicles, travel booking service (via Corporate Traveller), printers/photocopiers, postage and stationary supplies.
- General insurances (contents, PL, PI, workcover)
- WHS (first aid kits, training, fire extinguishers, test and tag)
- Motor vehicles expenses
- Uniforms

### **Business Operating Charge Calculation**

The Business Operating Charge is calculated on an annual basis by the host as a per FTE figure and is supplied to the Partnership for the next Financial Year for budget planning purposes. The Business Operating Charge for 2021/22 is \$67,200. The charge will be paid to the host on a monthly basis. Business Operating Charges for 2022/23 and beyond will be determined by Reef Catchments and the Partnership and stated in writing prior to the end of the 2021/22FY.

### **In-kind Contributions**

The HR2RP reports on Partners in-kind contributions as part of regular financial reporting (included in Management Committee and Partnership meetings agenda and papers) and any in-kind contributions offered by the host organisation will be included in this reporting to highlight where value-adding is occurring during the hosting arrangement.

### **Responsibilities of the Partnership**

Under this Agreement, the Partnership will:

- Provide open and honest communication.
- Act responsibly.
- Provide advice and recommendations from the Partnership and Management Committee to the host organization in a timely manner.
- Provide direction to the host from the Partnership and Management Committee via the Executive Officer and Chair.
- Facilitate, via the Executive officer and Technical Officer/s, collaborative discussion on the development and implementation of the work plan and engagement strategy where host communications resources are utilized.

## Host KPIs

### Governance

- Conduct all operations in accordance with the governance arrangements (stipulated in the 2021/22 Governance Charter) determined by the Partnership.
- Maintain an up-to date set of policies and procedures covering Safety (WHS), Human Resources (HR), financial management, contract management, IT, Media and Governance.

### Chair

- Develop contract for Chair on behalf of Partnership.
- Provide support to facilitate the Chair's activities.

### Staff

- Employ or contract an Executive Officer, Technical Officer/s and any other staff necessary to deliver the project, consistent with operational protocols and project budget.
- Ensure the Executive and Technical Officer/s deliver on the roles and primary duties of the position, as outlined in the relevant position descriptions.
- Provide day-to-day supervision for HR2RP staff ensuring work is completed to a high standard and in a timely manner and in accordance with the 21/22 FY work plan, including delivery of an annual report card.
- Provide suitable office space, desk, phone, computer (laptop and dual screen), high-speed Internet, access to printers and access to IT support services for HR2RP staff.
- Manage staff or contractual arrangements (including HR arrangements) as required (i.e. Executive Officer, Technical Officer/s etc.).
- Provide agreed operational support identified under the Business Operating Charge.

### Financial management

- Manage HR2RP membership revenue and project expenditure in accordance with Partnership operating rules and requirements and acquittal.
- Provide a monthly financial report (in the form of a YTD expenditure spreadsheet) to the Partnership in a timely manner.
- Arrange for payment of invoices from members, and other contracts, as required.
- Co-ordinate and collate documents required for external audit and provide the audit report to the Partnership.
- Management of contracts with Australian and Queensland Governments including invoicing for payments, financial reporting and acquittal.

### Communications and Engagement

Provide suitable internal resources to assist in delivering on the HR2RP communications and engagement strategy for 21/22 FY.

### Meetings and working groups

Arrange for best value travel and accommodation for the Partnership Chair, as required, and travel for Technical Working Group members, as required.



### **Measures to Evaluate**

The host organisation will provide a report to the Partnership every 12 months against the agreed KPIs in the form of a report template developed by the HR2RP Executive Officer.

## **Attachment H Chair's KPIs and Remuneration Protocol**

### 2020-22 contract scope:

- Promote the Partnership to prospective partners and sponsors to increase membership (as appropriate).
- Promote the interests of the Mackay-Whitsunday-Isaac region and the Partnership at relevant GBR and state and national forums, meetings and other events, this includes reporting back to the Partnership on the discussion and outcomes of such meetings.
- Review documents, marketing and web materials produced for the Partnership as required by the Partnership and/or Management Committee.
- Maintain strong relationships with Partnership members to ensure the successful delivery of the Partnership's annual report card for the region and continued financial and in-kind contributions from members of the Partnership.
- Undertake media interviews on behalf of the Partnership.
- Maintain strong ties and communication with other chairs of regional report card Partnerships.
- Be aware of and abstain from any conflict of interest.
- Foster a positive working relationship between the Partnership, Management Committee and the host organisation.
- Be available for travel including overnight stays around the region, state and interstate to represent the Partnership when required.
- Play an active role in assisting the Executive Officer to recruit new Partners.
- Play an active role in providing leadership and mentoring to Partnership staff.

2020 – 2022 KPIs

<b>KPI</b>	<b>Measures to evaluate</b>
Effective facilitation of Partnership and Management Committee Meetings	Attendance at meetings. Feedback from meeting participants positive.
Timely contribution to and review of meeting papers, minutes, follow-up actions, media articles and web site material.	Review of materials undertaken within 2 working days of receipt unless otherwise agreed.
Maintain effective relationships with all members of the Partnership, and in particular with Management Committee members.	<ul style="list-style-type: none"> <li>● Annual feedback from members on effectiveness of Chair.</li> </ul>
Provide leadership on the strategic direction of the Partnership including expansion of membership/	<ul style="list-style-type: none"> <li>● Initiate annual strategic discussions with partners and ensure follow-up.</li> <li>● Regular discussions with State and Cth Ministers, local members, Mayors and other key local players to help ensure continued support for the Partnership.</li> <li>● Maintenance of existing membership contributions and increase in number of members each year.</li> </ul>

## **Remuneration Protocol for the Healthy Rivers to Reef Partnership Chair**

### **Process for claims**

#### **Travel and accommodation**

The Chair is eligible to be reimbursed for reasonable travel and accommodation costs associated with meetings. The host organisation will organise and pay travel and accommodation costs for the Chair from the budget line item allocated to the Chair by the Partnership. In the event of the Chair managing their own booking, a tax invoice or copy of receipts of approved flights and accommodation are to be forwarded to the host organisation following the meeting.

#### **Salary**

The Chair is appointed on an annual basis to the Partnership through a contractual arrangement with the Partnership host organisation, reflecting that the Chair's role is to drive the Partnership's strategic vision and building relationships with stakeholders in addition to chairing meetings. The appointment is made on a part time basis and for a fixed fee. The time commitment and key performance indicators are negotiated with and monitored by the Management Committee in line with budget and work plan preparations. This is expected to cover attendance at, preparation for and review following Partnership and Management Committee meetings as well as attendance at any other meetings related to the Chair's role with the Partnership and the strategic direction.

#### **Other support**

The Executive Officer will provide meeting venues, catering and other support as needed. A work program will be endorsed by the Partnership for each 12-month period.



## FORM FOR DEPUTY CHAIR NOMINEE

Mackay-Whitsunday -Isaac Healthy Rivers to Reef Partnership

I, \_\_\_\_\_ (name) herein the Nominee, accept my nomination to be Nominee for Deputy Chair for the Healthy Rivers to Reef Partnership.

I have read the PARTNERSHIP GOVERNANCE CHARTER, including the CHAIR REMUNERATION PROTOCOL included in Attachment H Chair's KPIs and Remuneration Protocol and consent to:

- My information being provided to the Healthy Rivers to Reef Partnership, and;
- The Partnership Executive Officer making enquiries as to my eligibility, and;
- My name, CV and other findings of the Partnership Executive Officer being put forward to the Partnership for consideration.

I understand and accept that:

- As the Partnership will be endeavouring to seek a range of skills in Nominations to Chair/Deputy-Chair, my name may or may not be put forward to the Healthy Rivers to Reef Partnership for consideration, and;
- The Healthy Rivers to Reef Partnership may accept or decline my nomination via ballot, and;
- The Nominee or the Nominator may withdraw consent to the nomination by giving written notice to the Executive Officer ([charlie.morgan@reefcatchments.com](mailto:charlie.morgan@reefcatchments.com))

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**Signed by the Nominee**

## Attachment I HR2RP declaration of interest register (example)

The Partnerships Conflicts of Interest (COI) register is a dynamic document, with updates requested at each Management Committee and Partnership meeting. The 21\_22\_FY register is available for viewing [here](#). An example of the COI register is shown below.

## Attachment J Data sharing guidelines for the Healthy Rivers to Reef Partnership

The below guidelines are intended for use by Healthy Rivers to Reef Partnership (Partnership) staff and Partners, in the event that a Partner or a non-Partner would like to access data that Partnership staff have access to, or are in possession of, as a result of the report card production process or other Partnership activities (for example, communications products).

### Background

A large range of data is utilised to compile the annual HR2RP report card, approximately \$4 million worth, on an annual basis. As a member of the Partnership, Partners do not automatically have the right to access and use data that Partnership staff have access to or are in the possession of, because the Partnership is not the owner of all of this data.

The Partnership identifies two categories of data in this document:

1. Data that comes from existing programs that operate within the Region. This data is not owned by the Partnership.
2. Data that has come from a specific monitoring program targeted at filling data gaps and has been funded by the Partnership. This data is owned by the Partnership.

The Partnership uses the Spatial and Scientific Information Management for Reef (SSIMR) platform as its data repository system. Currently, data stored in this system is not made available to the public, however, this function is available should the Partnership and relevant data providers choose.

### Data sharing guidelines

If Partners or non-Partners would like to access data that Partnership staff are in possession of or have access to due to the production of the report card or other related communications products, they must submit a data request to the Executive Officer of the Partnership via email.

Emailed data requests will need to include the following information:

- What data is being requested;
- Why it is needed/what it is being used for;
- Whether it will be used externally to the requester's organization;
- When it is needed; and
- Details of the person requesting the data (which Partner organization they are from, title, contact details etc.).

Partnership staff will follow the below guidelines when responding to such data requests.

1. Data from existing programs (data not owned by the Partnership)

The majority of the data used to produce the report card and other related communications products comes from existing programs that operate within the Region. Most of this data comes with specific use limitations and in some cases, embargo periods for public use. For some of these data sets, Partnership staff have entered into data sharing agreements with data providers. These agreements outline use, sharing and storage (SSIMR) restrictions for the data. The conditions in these agreements must be met and take precedence over all other Partnership related sharing guidelines listed in this document.

If data sharing agreements allow, data not owned by the Partnership is stored on the SSIMR platform. Currently, data stored in this system is not made available to the public, however this function is available should relevant data providers choose.

Sharing guidelines for data not owned by the Partnership

- Data will not be shared with Partners or non-Partners if it is not owned by the Partnership.
- Partners and non-Partners who request access to this data will be directed to the relevant data provider.
- Partnership staff are not responsible for ensuring that the relevant data provider responds to such requests.
- In the future, if relevant data providers agree to have data that has been stored on SSIMR by Partnership staff made publicly available, Partnership staff will be able to direct requests for such data to the relevant public access site.

2. Data from programs funded by the Partnership (data is owned by the Partnership)

Since the report card was released in 2015, data gaps throughout the Region have been identified. In response to this, the Partnership have started funding specific monitoring programs targeted at filling these data gaps.

This data will be stored on the SSIMR platform. Currently, data stored in this system is not made available to the public, however this function is available should the Partnership choose.

Sharing guidelines for data owned by the Partnership

- Only data that has been through a QAQC process to Partnership staff's satisfaction will be made available upon request to Partners or non-Partners.
- Partnership staff are not obligated to expediate QAQC of Partnership owned data if it has been requested by a Partner or non-Partner.
- The Partner or non-Partners requesting this data must sign the Partnership's Data Sharing Agreement before the data is provided to them (see template below).
- Data made available will include all available meta-data.
- Any breach of a signed Data Sharing Agreement will be directed to the Partnership's Chair and/or the Partnership's Management Committee and dealt with on a case by case basis.
- In some cases, datasets will be provided under an embargo until it is released by the Partnership, and in such cases, data cannot be made public/used in the public domain until after the embargo date. This will be outlined under 'further conditions' in the Data Sharing Agreement.
- In the future, if the Partnership agrees to have Partnership owned data that has been stored on SSIMR made publicly available, Partnership staff will be able to direct requests for such data to the relevant public access site.



- A register of data that has been shared and who it has been shared with, will be included on a page on the Partnership's website.

## **Mackay–Whitsunday Healthy Rivers to Reef Partnership Data Sharing Agreement**

### **1. Licence**

- 1.1 The Mackay-Whitsunday-Isaac Healthy Rivers to Reef Partnership (Partnership), hosted by Reef Catchments Limited, grants you, the Licensee, a non-exclusive, non-transferable licence to use the Licensed Data from subject to the conditions set out in this Agreement.
- 1.2 This Agreement includes the Schedule below. All terms that reference the Schedule are in italics.
- 1.3 Where the Licensor and the Licensee are not separate legal entities these licence conditions operate as memorandum of understanding.

### **2. Permitted use:**

- 2.1. You may use the *Licensed Data* for your own purposes (including supply to consultants for a specific consultancy project for you but the consultant must return or destroy the Licensed Data when the project is finished). Otherwise, the licensee is not authorised to provide or distribute the licensed data to third parties.
- 2.2. You must not sell or distribute the *Licensed Data* to any third party.
- 2.3. You must acknowledge 'The Mackay-Whitsunday-Isaac Healthy Rivers to Reef Partnership' as the owner of the *Licensed Data* on any copies of the supplied data however altered, reformatted or redisplayed if you supply to a consultant or copy for back up purposes.
- 2.4. You may create and distribute hardcopy and digital products based on or containing the *Licensed Data*, provided all the following conditions are met:
- 2.5. You must display this acknowledgment on the product(s): "Based on or contains data provided by the Mackay-Whitsunday-Isaac Healthy Rivers to Reef Partnership 2018".
- 2.6. In consideration of the Partnership permitting use of the *Licensed Data* you acknowledge and agree that the Partnership gives no warranty in relation to the data (including accuracy, reliability, completeness, currency or suitability) and accepts no liability (including without limitation, liability in negligence) for any loss, damage or costs (including consequential damage) relating to any use of the data.
- 2.7. You must not use the *Licensed Data* for direct marketing or in breach of the privacy laws.
- 2.8. You must comply with any *Further Conditions* outlined in the *Schedule*.

### **3. Obligations**

- 3.1. You must indicate your acceptance of the terms of this Agreement using the Method of Acknowledging Agreement.
- 3.2. You must not use the data for direct marketing or in breach of the privacy laws.

### **4. Ownership:**

- 4.1. The Mackay-Whitsunday-Isaac Healthy Rivers to Reef Partnership is the owner of the intellectual property rights in and to the *Licensed Data* or has the right to make the *Licensed Data* available.

### **5. Disclaimer and indemnity:**

- 5.1. You agree to accept all responsibility and risks associated with the use of the supplied data.
- 5.2. The Partnership makes no representations or warranties in relation to the supplied data, and, you agree that, to the extent permitted by law, all warranties relating to accuracy, reliability, completeness, currency or suitability for any particular purpose and all liability for any loss, damage or costs (including consequential damage) incurred in any way (including but not limited to that arising from negligence) in connection with any use of or reliance on the supplied data are excluded or limited.
- 5.3. You agree to continually indemnify the Mackay-Whitsunday-Isaac Healthy Rivers to Reef Partnership (and their officers and employees) against any loss, cost, expense, damage and liability of any kind (including consequential damage and liability in negligence) arising directly or indirectly from or related to any claim relating to your use of the *Licensed Data* or any product made from the *Licensed Data*.
- 5.4. Termination  
Either party can by written notice to the other terminate this Agreement upon giving fourteen (14) days written notice. Upon termination of the Agreement, you must immediately cease using the Licensed Data and if you are in the physical possession of any document or thing relative to the Licensed Data return same to the Partnership immediately.
- 5.5. Assignment  
You acknowledge that you must not transfer, assign, licence or grant any rights in respect of any part of this Agreement, or any rights, or obligations conferred upon the you under this Agreement without the Partnership's prior written consent.



## Schedule

**Licensee:**

Contact Name:

Address:


**Further Conditions:**

*Notwithstanding Clause 2.2 of this agreement, the licensed data may be utilised by the licensee for the purposes of:*

**Licensed Data:**

Product:


**Method of Acknowledging Agreement:**

Please return email to ([technical@healthyriverstoreef.org.au](mailto:technical@healthyriverstoreef.org.au)) acknowledging acceptance of terms of data sharing agreement.