



HEALTHY RIVERS TO  
REEF PARTNERSHIP  
MACKAY-WHITSUNDAY-ISAAC

# Governance Charter

July 2023 - June 2025

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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 aims to ensure that all partners have a common understanding of the Partnership's governance and operation. This Charter will be reviewed every two years to ensure the membership and governance and processes are current. This governance charter is current as at July 2023 and the next review is due at June 2025.

### **Purpose and Objectives of the Partnership**

**Vision: Working together for healthy rivers and Reef, contributing to a prosperous Mackay-Whitsunday-Isaac region.**

The purpose of the Partnership is to provide a complete picture of our region's waterway condition and advocate for improved waterway health. Core to the work of the Partnership is the production of an annual waterway health report card, specific to the Mackay Whitsunday and Isaac regions.

In Queensland, there are five Regional Report Card Partnerships, each providing important information on local waterway conditions and social, cultural, economic health and stewardship indicators. Current Report Card Partnerships include:

- Mackay-Whitsunday-Isaac Healthy Rivers to Reef Partnership (this Partnership)
- Wet Tropics Healthy Waterways Partnership
- Townsville Dry Tropics Partnership for Healthy Waters
- Fitzroy Partnership for River Health
- Gladstone Healthy Harbour Partnership

Regional report card partnerships are one of a number of activities under the [Reef 2050 Long-Term Sustainability Plan](#) and are funded by both the Australian and Queensland governments. They bring together government and local communities including Traditional Owners, industry, farmers and fishers, scientists, tourism operators and conservation groups who have a shared vision for healthy waterways in their region. Each partnership produces an annual report card that outlines the condition of waterways in their region. The data collected also guides management decisions around actions to improve water quality in local waterways that flow to the Reef.

Please view **Attachment A: Nested Program Approach and Report Card Flow Chart** for further information on how the Partnership fits into a wider Reef planning context; and detail on the Report Card production process.

The Partnership has identified the following objectives to achieve its vision and purpose, in line with its Strategic Plan 2022-25:

- Engaged partners that collaborate on innovative ideas and actions to improve waterway health.
- Advocate for investment to increase our understanding of waterway conditions to prioritise and inform decision making.
- Identify, collate, integrate, and analyse existing data from waterway monitoring programs and translate it into understandable messages and stories for the public.
- Celebrate and inspire actions that improve waterway health. The Partnership plays an important role in connecting diverse organisations and industries, to collaborate, connect and work together for informed decision-making around waterway health.

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 information can be provided to the community in a more efficient and 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, the southern inshore marine zone, 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.

### **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 explicit 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. The Chair may provide a public response where it is deemed appropriate to do so by the Management Committee. 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 of four years, with a review process to occur two years into the tenure; in addition to an informal Management Committee appraisal annually. The Chair is selected by an Expression of Interest process that the Management Committee leads and approves. The process for selecting the Chair is to begin three 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 current term are included in **Attachment H**, along with measures to evaluate performance and the position's remuneration protocol.

### **Deputy Chair**

The Deputy Chair of the Partnership is elected by the Management Committee. 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 (FY23 and FY24), unless otherwise specified by the Management Committee or Partnership.

### **Executive Officer**

The role of the Executive Officer is to lead the development and implementation of the Partnership's strategic plan, manage all operational arrangements (with the exception of Staff recruitment), for the Partnership, and successfully deliver secretariat functions.

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.
- Lead development and implementation of the strategic plan and program plan with input from the Management Committee and Partners.

- Work closely with the Partnership’s Communications Officer to develop a communication and engagement strategy 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 Partnership Staff as required.

### **Partnership Team Members (non-executive)**

#### **Technical Officer**

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

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

- Develop, collate, synthesise and disseminate technical and scientific information that contributes to the annual Report Card.
- Ensure continuous improvement in overall program design to meet the requirements of Partners and to deliver the annual Report Card based on a range of data and information.
- Ensure continuous improvement to the data management, storage and automation system for the technical data on behalf of the Partnership.
- 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.
- 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 and Communications Officer to develop relevant and tailored communication products on behalf of the Partnership.
- Work closely with the Partnership's Communications Officer and external service providers to 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.

#### **Project Officer**

The Project Officer will deliver projects that contribute to data used in the Partnership’s Report and other publications, and provide other technical, stakeholder engagement and administrative support where required. The Project Officer will assist to build stakeholder relations via on-ground engagement where appropriate. The Project Officer will be employed by the host organisation on behalf of the Partnership, and will:

- Manage projects that contribute to data used in the Report Card, Partnership publications, or other research initiatives, including managing project budgets and completing milestone reports.
- Assist the Executive Officer to develop scopes of work and contracts for external service providers on behalf of the Partnership, where required.
- Assist to build stakeholder relations via on-ground and community engagement in conjunction with the Executive Officer.
- Represent the Partnership at relevant stakeholder events (both technical and community-based).
- Lead or assist with other project work as required and supported by the Partnership.
- Assist the Technical Officer and Communications Officer in developing, collating, synthesising and disseminating technical and scientific information that contributes to the annual Report Card and other Partnership publications.
- Assist in the coordination and implementation of a data management and report card results automation system.
- Work closely with the Partnership's Technical Working Group and the Reef Plan Independent Science Panel to ensure scientific validity of the reporting framework.
- Assist in communicating the program and its outcomes to technical and non-technical audiences, as per the Partnership's communication and engagement strategy.

### **Communications and Community Engagement Officer**

The Communications and Community Engagement Officer will deliver communications and engagement activities to support the Partnership's overall objectives. The Communications and Community Engagement Officer will be employed by the host organisation on behalf of the Partnership, and will:

- Develop and implement the Partnership's strategic communications plan.
- Coordinate and facilitate the design and compilation of the annual Report Card and Stewardship Report.
- Develop stand-alone communication products for various platforms including print, online, social media and interactive digital.
- Maintain Partnership's communication tools and channels including newsletters, social media and website.
- Work with the Executive Officer to identify communications and engagement opportunities with the community, partners, and relevant stakeholders.
- Deliver Partnership events such as the Report Card and Stewardship Report launch events and represent the Partnership at community events as required.
- Work with the Senior Technical Officer and Project Officer to translate key messages from technical reports and project outcomes for distribution to relevant audiences.



- Actively participate in the Reef 2050 Communications Network and lead knowledge sharing between communications professionals across the Partnership to facilitate effective regional waterway stewardship.

### **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, in conjunction with the host organisation.

### **Recruitment**

The recruitment of non-executive roles will be managed by the host, assisted by the Executive Officer. The recruitment of the Executive Officer will be overseen by the Chair, with operational support from the host. The Chair is selected by an Expression of Interest process that the Management Committee leads. As per the financial delegations listed on page 7, the Management Committee will only be required to approve the appointment of staff resulting in changes to endorsed annual budgets of >10%.

### **Partnership**

One of the key objectives of any partnership model is to ensure commitment and participation from all members. Partners meet at least twice per 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 Management Committee is a sub-set of the wider Partnership. The Management Committee oversee, advise, and provide relevant approvals and endorsement on behalf of the Partnership in relation to high-level operational matters. This may include (but is not limited to) work plans, project proposals, budget, report card production, and any aspect related to the delivery of the technical and communications programs. The Management Committee meets up to six times per year. The recommended structure and membership of the Management Committee seeks to ensure adequate representation across the partners but not necessarily all.

The FY24 Management Committee is made up of eight Partner representatives from state government, industry (agriculture, ports and tourism), natural resource management and community. 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 and Project Officer/s.

The role of the Regional Report Card TWG is to provide specialist advice to the regional report card Partnerships 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, 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 FY24 and 25. This arrangement will be reviewed prior to FY26 in consultation with the Partnership Management Committee. The role of the host organisation is detailed in the Host Agreement (refer to **Attachment G**).

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

## Operational Guidelines

### The operational structure of the Partnership

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

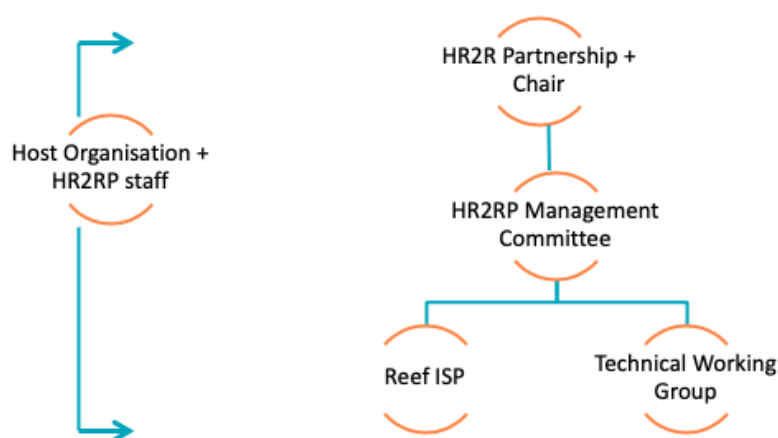


Figure 1. The operational structure of the Partnership.

### Financial Delegations

- The Executive Officer develops the budget (in consultation with Management Committee);
- The Management Committee approves the budget, which goes to the Partnership to note and for final endorsement;
- 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 Management Committee and further endorsed 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 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 managed according to the policies and procedures set out by the host organisation. Anyone with a conflict of interest (actual or perceived) 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 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**

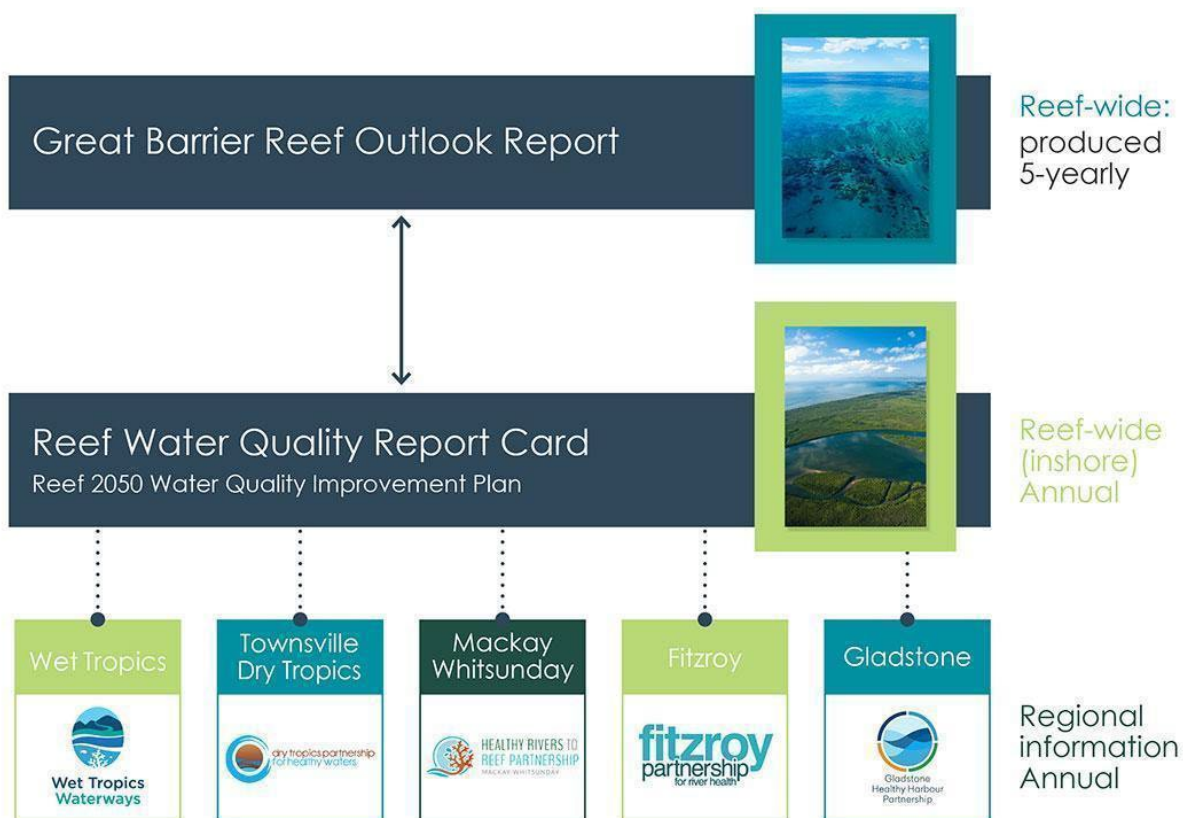
The host of the Partnership will undertake a review of staff salaries every two years, comparing to other regional report card staff, NRM organisations, relevant Queensland Government departments, and relevant industry salary surveys. The outcomes of the review will be used in setting salary packages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

### **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 data. The Partnership has developed sharing guidelines which are outlined in **Attachment I**.

### Attachment A Nested Program Approach



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

## Attachment B Partnership and Management Committee members

### Partnership members as of July 2023

<b>Organisation</b>
Australian Government acting through the Department of Climate Change, Energy, the Environment and Water (DCCEEW)
BHP Mitsubishi Alliance (BMA)
CANEGROWERS (Mackay)
Catchment Solutions Ltd
Central Queensland University
Conservation Volunteers Australia
Central Qld Soil Health Systems
Commonwealth Scientific and Industrial Research Organisation
Dalrymple Bay Coal Terminal
Eco Barge Clean Seas
Great Barrier Reef Marine Park Authority
Isaac Regional Council
Mackay Conservation Group
Mackay and District Turtle Watch Association
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 – Greater Whitsundays
Sarina Landcare Catchment Management Association Inc.
State of Queensland acting through the Department of Environment and Science (Office of Great Barrier Reef and World Heritage)
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 2023**

**Management Committee**

<b>Organisation</b>	<b>Person</b>	<b>Role</b>
HR2RP	Charlie Morgan	Chair
North Queensland Bulk Ports	Kevin Kane	Deputy Chair & Industry (Ports)
Reef Catchments	Katrina Dent	Community (NRM)
Mackay Isaac Tourism	Al Grundy	Industry (Tourism)
Mackay CANEGROWERS	Kirili Lamb	Industry (Agriculture)
Department of Environment and Science	Rachel D'Arcy	State and Federal Government
Mackay Regional Council	Robyn Birkett	Local Government
Pioneer Catchment Landcare	Nancy Pratt	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 has a shared vision of *working together for healthy rivers and Reef, contributing to a prosperous Mackay-Whitsunday-Isaac region*. 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-Isaac 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, urban areas, the ports of Abbot Point, Mackay and Hay Point, the southern inshore marine zone, marinas and the adjacent coastal and marine area to the eastern boundary of the Great Barrier Reef Marine Park.

The Partnership develops and releases an annual 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 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, 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; 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 Partnership operates to the following principles:

**Rigorous science** - All science products produced are reviewed using robust independent science. The Partnership science products are designed based on the best available information.

**Openness and honesty** – Report Card results and supporting information are made publicly available. Partners are committed to sharing of their knowledge, actions and monitoring and research information.

**Continuous improvement** –The Partnership will remain adaptive in order to take on new methods, sources of information and improve operational efficiencies.

### 2.2 Objectives

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

- Engaged partners that collaborate on innovative ideas and actions to improve waterway health.
- Advocate for investment to increase our understanding of waterway condition to prioritise and inform decision making.
- Identify, collate, integrate, and analyse existing data from waterway monitoring programs and translate it into understandable messages and stories for the public.
- Celebrate and inspire actions that improve waterway health.

## 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 at least two times a year to provide strategic direction to the Partnership's activities.

The Management Committee is a sub-set of the wider Partnership. The Management Committee oversee, advise, and provide relevant approvals and endorsement on behalf of the Partnership in relation to high-level operational matters. This may include (but is not limited to) work plans, project proposals, budget, report card production, and any aspect

related to the delivery of the technical and communications programs. The Management Committee meets up to six times per year. The recommended structure and membership of the Management Committee seeks to ensure adequate representation across the partners but not necessarily all. Representation includes representation of industry, community, and government 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 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.



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, southern inshore marine zone, 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 three months prior to the end of the current Chair's contract. The Chair tenure will be subject to review every two years.
- 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 two years 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 (Governance Charter Attachment H).

- 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 (Governance Charter Attachment H) when performing in the role of Chair.

### **3. Executive, Technical, Project and Communications Officers**

#### *3.1 Selection*

- 3.1.1 Position Descriptions are to be reviewed by the Management Committee as operational needs evolve.
- 3.1.2 Performance reviews are conducted by the Executive Officer and the Host organisation, with input from the Chair the Host undertake the review of the Executive Officer. Notification is relayed to the Management Committee on continued employment.

### **4. Membership**

#### *4.1 Partners*

- 4.1.1 Partners are listed in Governance Charter Attachment B. 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,
- 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 Partnership for their time.

## 5. Partner responsibilities

5.1 Partners should:

- Genuinely work together and engage with other 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 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 Partnership may participate in Partnership meetings to receive performance reports, contribute to forward planning, and endorse the report card.



6.2 The Management Committee provides program oversight of Partnership activities and operates with specific Terms of Reference (Governance Charter Attachment E).

## **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 at least two 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 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.

8.5.2 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 were introduced in FY20. Partners are encouraged where possible to join the Partnership for a two-year tenure to enable strategic forward planning. However annual memberships are also offered.

## Attachment E Management Committee Terms of Reference

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

Version: April 2023

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#### **1. Role**

The Management Committee is a sub-set of the wider Partnership. The Management Committee oversee, advise, and provide relevant approvals and endorsement on behalf of the Partnership in relation to high-level operational matters. This may include (but is not limited to) work plans, project proposals, budget, report card production, and any aspect related to the delivery of the technical and communications programs. The Management Committee meets up to six times per year. The recommended structure and membership of the Management Committee seeks to ensure adequate representation across the partners but not necessarily all.

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, southern inshore marine zone, 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 Chair and deputy Chair is the chair and deputy chair of the Management Committee.

#### **3. Executive, Technical, Project and Communications Officers**

3.1 The Executive Officer and Partnership team 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). The committee comprises two representatives from each sector, the Chair and Deputy Chair of the Partnership.
- 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 up to two government representatives on the Management Committee.
- 4.1.4 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 (TWG) 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 (ISP) is not a member of the Management Committee.
- 4.5 Management Committee members will not be remunerated by the Partnership for their time.

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

Members should:

- 5.1 Genuinely work together and engage with other partners, the TWG, and when required the Reef 2050 Water Quality Improvement Plan ISP.
- 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 ISP and TWG, 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 as required.
- 5.10 Assist the Executive Officer in developing the Program Plan (three-yearly) and Operational Work Plan (yearly).
- 5.11 Review and approve the Program Plan and Operational Work 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 for final endorsement by the Partnership.
- 5.14 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 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 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 The Executive Officer will develop the agenda with the assistance of the Chair.

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, Technical, Project and Communications Officers 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 biennially.



## 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 Partnerships' 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 2050 Water Quality Improvement 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 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 2050 Water Quality Improvement Plan 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**

<b>Expertise/Position</b>	<b>Organisation</b>	<b>Location</b>
<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>		
<b>Cairns / Wet Tropics</b>		
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
<b>Townsville / Dry Tropics</b>		
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
<b>Mackay / Whitsunday Islands</b>		
Water quality monitoring and MW regional knowledge	Qld Govt. DNRME	Mackay
Mackay Whitsundays regional, water quality and urban knowledge	Whitsunday & Mackay	Proserpine/Mackay





	Regional Councils	
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 (the Partnership and/or HR2RP) is to provide a complete picture of our region's waterway condition and advocate for improved waterway health.

For the purposes of this Partnership, the Mackay-Whitsunday-Isaac 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, the southern inshore marine zone, marinas, and the coastal and marine area to the eastern boundary of the Great Barrier Reef Marine Park.

The Partnership 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 FY24 and FY25 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 that are applicable to HR2RP staff 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 HR2RP projects and programs (as guided by the Management Committee and the Partnership).
- The host will ensure projects are delivered using best practice principles.
- The host will assist the Executive Officer to provide coordination between HR2RP staff and host staff to ensure that the project products and outcomes can be supported, communicated and promoted.
- The host will assist all HR2RP team members (executive and non-executive) to provide coordination between HR2RP staff and the host's regional working groups, ensuring data and information gathered by various host projects can be considered for inclusion 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 HR2RP from available funds. Interest shall be included in monthly financial reporting back to the HR2RP Executive Officer and Chair.
- The host will invoice HR2RP 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 HR2RP staff and provide employment services including employment contracts, HR management and advice, payroll, superannuation and employment administration.
- In conjunction with the Partnership's Chair, the host will recruit the Executive Officer, including approving the position advertisement and description and providing HR support to the Selection Panel. The Chair will also review the Executive Officer remuneration package and be involved in salary and performance reviews.
- The Executive Officer will assist the host in the recruitment, interview and employment of HR2RP staff, 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 HR2RP staff member, identifying and providing professional development training opportunities.
- The host will undertake conduct a review of staff salaries every two years, 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.

### 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 video conferencing equipment 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 organisation newsletters.
- The host will identify and notify the HR2RP of engagement opportunities.
- The host will provide web support services for the HR2RP's website.

#### 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 HR2RP Management Committee, any items 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) or Reef Catchments' CEO, providing a minimum of three months' notice.

### **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 including performance management
- Contract management and administrative costs for any projects led by the Partnership
- Payroll processing for HR2RP staff
- Booking travel for Chair, HR2RP staff
- 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 FY24 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 charge will be paid to the host monthly. Business Operating Charges for FY25 and beyond will be determined by Reef Catchments and the Partnership and stated in writing prior to the end of the FY24.

### 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 organisation 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 HR2RP staff, collaborative discussion on the development and implementation of the work plan and engagement strategy where host resources are utilised.

### Host KPIs

#### Governance

- Conduct all operations in accordance with the governance arrangements (stipulated in the FY24-26 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 all HR2RP staff necessary to deliver the project, consistent with operational protocols and project budget, assisted by the Partnership EO and / Chair and Management Committee as relevant to the position being recruited.
- Ensure that all HR2RP staff 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 FY23 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).
- 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 report) 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.

#### **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**

### **2023-25 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 appropriately and transparently manage any potential conflict of interest in accordance with the stipulations of this governance charter.
- 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.

2023 – 2025 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 two (2) working days of receipt unless otherwise agreed.
Maintain effective relationships with all members of the Partnership, and in particular with Management Committee members.	Annual feedback from Management Committee and Partners on effectiveness of Chair; two-year review.
Provide leadership on the strategic direction of the Partnership including expansion of membership.	Initiate annual strategic discussions with partners and ensure follow-up.  Regular discussions with State and Federal Ministers and other relevant representatives, local members, Mayors and other key local players to help ensure continued support for the Partnership.  Maintenance of existing membership contributions and increase in number of members each year.

## **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 a four-year term 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 and host will provide meeting venues, catering and other support as needed.

An operational work plan 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 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.

\_\_\_\_\_  
**Signed by the Nominee**

\_\_\_\_\_

## **Attachment I 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 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.

### **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 organisation;
- When it is needed; and
- Details of the person requesting the data (which Partner organisation 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.

The conditions in these agreements must be met and take precedence over all other Partnership related sharing guidelines listed in this document.

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.

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.

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.
- A register of data that has been shared and who it has been shared with, will be kept by Partnership staff.

## Mackay–Whitsunday-Isaac 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”.

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.



**Attachment J Report Card Production Task Flowchart**

Task	Aspects	Report Card Partnership Staff responsibility	TWG responsibility	ISP responsibility	Management Committee responsibility	Partnership relevance
<b>Confirm deliverables and requirements for reporting year</b>	TOs to review program design and grant deeds to confirm what data is required and who is collecting/providing it (and in what time frame). Check for any new metrics being introduced. Check for any method updates based on previous year ISP feedback.	Yes				All
<b>Coordinate data collection projects</b>	TOs to coordinate projects funded directly by the partnership to gather the necessary data.	Yes				All
<b>Data acquisition, processing, calculation.</b>	Obtaining data from partners and contractors, data QAQC, data analysis to get scores and grades	Yes				All
<b>Date setting and format for report card launch</b>	EO and Chair gaining management committee agreement on launch date and format	Yes			Yes	All
<b>Report card layout drafted</b>	EO and TO staff working with comms team to develop template for report card layout. Presenting to Management Committee for review and approval	Yes			Yes	All
<b>Method and Result Technical reports Drafted</b>	Updating methods report with any new/year specific details (and capturing in a methods report log file)  Drafting a technical report outlining results for the report card (including a log of results that haven't been updated in the reporting year due to	Yes				All, but FPRH and GHHP do methods and results in the one report.



Task	Aspects	Report Card Partnership Staff responsibility	TWG responsibility	ISP responsibility	Management Committee responsibility	Partnership relevance
	non-annual measurement)					
<b>Technical Report Review by TWG</b>	Organising TWG workshop  (note: can sometimes involve TOs from different partnerships reviewing each other's work prior to the TWG meetings. Also, involves coordinating which partnership pays for TWG expenses in a given year)	Yes	Yes			Only WTW, DTPHW and MWIHR2RP
<b>Technical Report Review by ISP</b>	Provide technical reports to ISP for review and obtain feedback. Make updates as appropriate following TWG review before finalising tech report(s) and report card content.  (note: for northern 3 partnerships, tech reports need to be provided to OGBR&WH for submission to ISP members. OGBR&WH organises ISP date. Partners decided which one pays for ISP members time in a given year.)	Yes		Yes		All
<b>Report Card Content Drafted</b>	Incorporate results and key messaging approved by the ISP into a draft report card to present to the Management Committee for their feedback.	Yes				All
<b>Report Card Content reviewed and approved by Management Committee</b>	Hold a dedicated meeting for the EOs and TOs to run through the report card with the Management Committee for their approval.  (note: OGBR&WH require approval of content by our Comms Team and Directors, which occurs outside	Yes			Yes	All



Task	Aspects	Report Card Partnership Staff responsibility	TWG responsibility	ISP responsibility	Management Committee responsibility	Partnership relevance
	the management committee meeting, allow a week for this)					
<b>Report Card results presented to partners ahead of launch</b>	Dedicated meeting with partners to run through and explain report card results. Embargoed draft copy of Report Card may be provided to Partners if available. Ensure that Partners are aware that Report Cards and their results are confidential until they are launched.	Yes				All
<b>Report card print ordered (where applicable)</b>	Organising print runs and checking printing has been done correctly (if doing hard copies)	Yes				All
<b>Report Card Website Content completed</b>	EO and Comms (working with third parties where required) to ensure there is a link to the report card ready to go for the launch and that interactive report card functions are available for the reporting year.	Yes				All
<b>Report Card Launch</b>	Report Card launch – including, media release statement, lining up media on the day for briefing session and coordinating the launch event in the agreed format and timing.	Yes				All
<b>Strategic planning</b>	Post report card release, TWG holds a meeting to discuss broader technical issues that have been brought up but not resolved during the report card reviews by the independent science panels. It also allows an opportunity to discuss broader strategic issues for report card reporting and broader program design issues (note: TOs from all 5 partnerships attend this meeting.)					