



Dry Tropics Partnership for Healthy Waters

Governance Charter

2023-2024

ENDORSED SEPTEMBER 2023



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1. PURPOSE OF THE CHARTER

The Dry Tropics Partnership for Healthy Waters' (the Partnership) Governance Charter outlines the purpose, objectives, key personnel and committees, their operational responsibilities, and the input of regional technical working groups. It also contains operational guidelines for the Partnership and host organisation including the Hosting Agreement and Memorandum of Understanding (MoU) for Partners.

It includes a consolidated set of arrangements developed and agreed by the Partnership since its inception. It aims to ensure that all Partners have a common understanding of the governance and operation of the Partnership.

This Charter is reviewed annually to ensure Partnership processes are current.

2. PURPOSE OF THE PARTNERSHIP

The Dry Tropics Partnership for Healthy Waters (the Partnership) is a partnership of organisations founded on a shared vision of improving the health of Dry Tropics waterways. The Partnership is currently focussed on the Townsville region and aligns with the existing Black Ross (Townsville) Water Quality Improvement Plan area, with potential to expand the scope to include the broader Burdekin region in the future. The purpose of the Partnership is to develop an annual regional report card which will inform effective catchment management for the benefit of local aquatic ecosystems and the Great Barrier Reef.

The Dry Tropics Partnership for Healthy Waters seeks to develop and implement a partnership approach to managing and reporting on the health of Townsville waterways, including freshwater rivers, wetlands, estuaries, near shore coastal and marine environments, and advocate for management efforts and outcomes that support waterway and Reef health.

A range of reporting products are produced for the Great Barrier Reef that complement each other and respond to different drivers ([Attachment A: Nested Program approach](#)). The intent is to develop a Reef-wide approach to reporting, with nested regional reports that provide finer scale information. The Dry Tropics program maintains its local focus by reporting on what matters to Partners. In doing so the Partnership entrains a cycle of continuous improvement for waterway health related issues (See Section 5).

The focus for the 2023-24 period, as defined in the 2020-2023 Strategic Plan, will be to consolidate the operations of the Partnership, expand membership and development of the annual report card and stewardship report for the Townsville region. This will involve working with a wide range of potential Partners and coordinating data from current assessments, aligning assessments, and reporting with new and current programs, and identifying current data gaps. The latter is critically important to the development of a comprehensive understanding of the health of the region's waterways and adjacent area of the Great Barrier Reef and to inform Reef wide initiatives from a regional level.

3. SCOPE OF THE PARTNERSHIP

The reporting region for the current Report Cards follows the land-based boundary delineated by the Townsville Water Quality Improvement Plan and the Townsville City Council Local Government Area boundary. This is a priority area of focus for the Partnership and sits within the broader Burdekin NRM region (figure 1), otherwise known as the Dry Tropics. Although the current focus of reporting is in the Townsville urban area (figure 2) the influence of the greater region will be acknowledged.



Figure 1 - Dry Tropics Region of North Queensland Burdekin NRM region (yellow outline). The reporting area is highlighted in context of the wider Dry Tropics Burdekin NRM region.

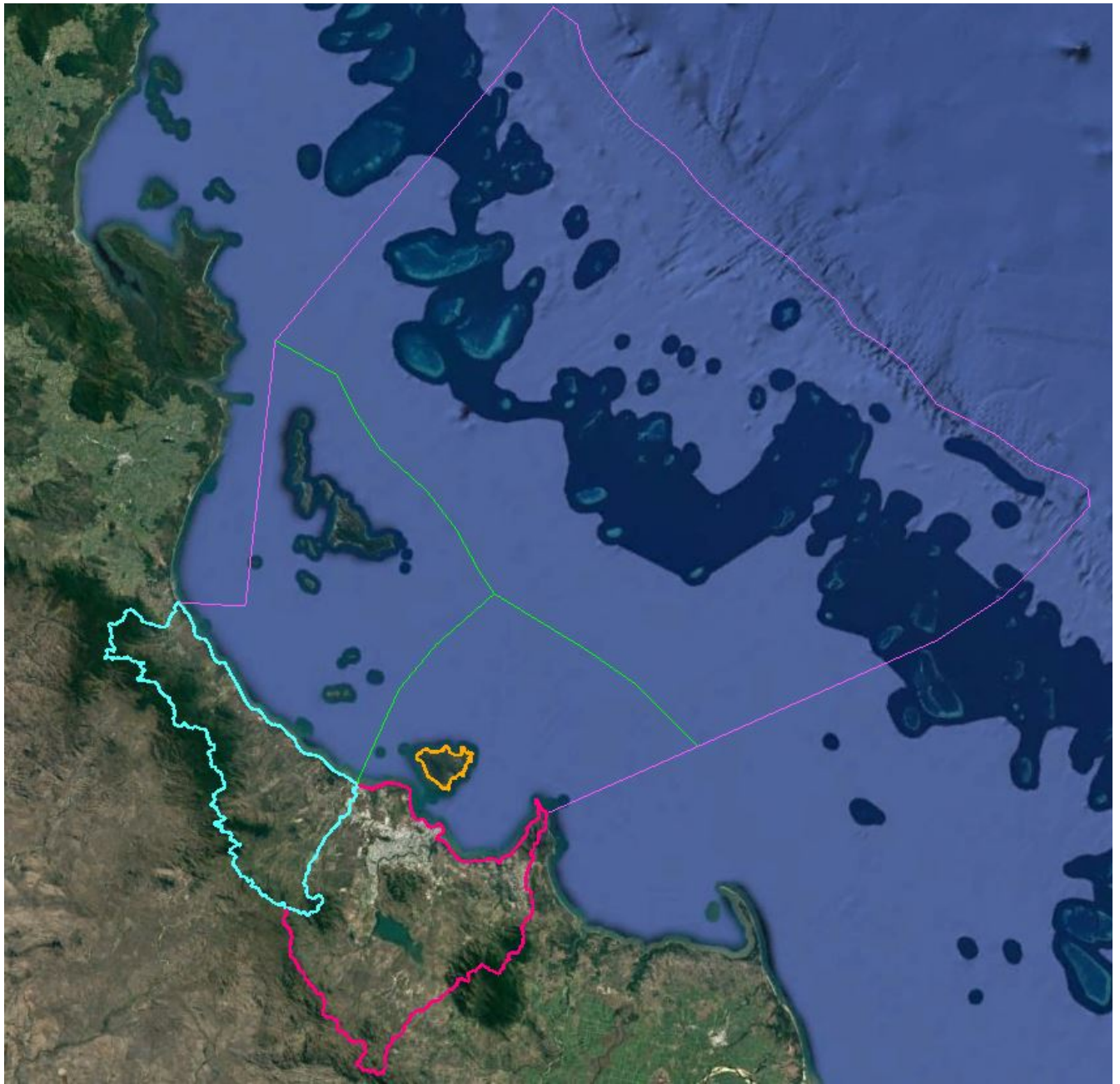


Figure 2 - Priority Area of focus Townsville Local Government Area, inshore northern boundary of NRM region, and offshore marine area adjacent Townsville.

4. MISSION, VISION, OBJECTIVES, AND VALUES OF THE PARTNERSHIP

The Partnership's **mission** defines how we intend to forge our intended outcome and is:

Partnering to improve the values of our catchments and Reef

The Partnership's **vision** was updated and developed in consultation with the 2020-2023 Strategic Plan in December 2020. This updated vision more thoroughly defines the Partnership's purpose and provides direction to Partners. Our vision is:

Healthy waterways, Reef, and a thriving Townsville community

The Partners are committed to delivering the following **objectives**:

- a) Establish and maintain a diverse membership, including all levels of government, community, traditional owners, industry, and research organisations committed to achieving the Partnership's vision.
- b) Communicate information effectively and at a relevant scale to the broader community on waterway health issues to increase knowledge and empower the local community on Reef issues.
- c) Develop an annual waterway health report card incorporating environmental, social, economic, and cultural indicators, by building on existing monitoring and reporting programs, with scientific integrity, independence, and transparency.
- d) Focus reporting initially on the Townsville region, with a view to extending into the entire North Queensland Dry Tropics region in the longer-term.
- e) Coordinate and share data and information across a range of stakeholders to identify monitoring gaps and reduce duplication.
- f) Provide scientific information that may assist in improving or maintaining the environmental, social, and economic values, identify long-term trends, stimulate management action, and drive positive change.
- g) Recognise and support the efforts of Partners and others to improve regional waterway health by building upon, complementing, enhancing, and communicating their efforts.
- h) Identify waterway health-related knowledge, identify priority activities, and advocate for them.

The Dry Tropics Partnership for Healthy Waters' **values** are integrity, innovation, inclusiveness, and knowledge sharing.

The principles according to which Partners agree to collaborate and live these values are articulated in the Partnership Memorandum of Understanding ([Attachment B: Section 2.1](#)).

5. FRAMEWORK FOR CONTINUOUS IMPROVEMENT

The Partnership functions in a cycle of continuous improvement, seeking ways to maintain or improve catchment and Reef health. It does this through a series of well understood and defined steps that have been determined by the Partnership (figure 3).

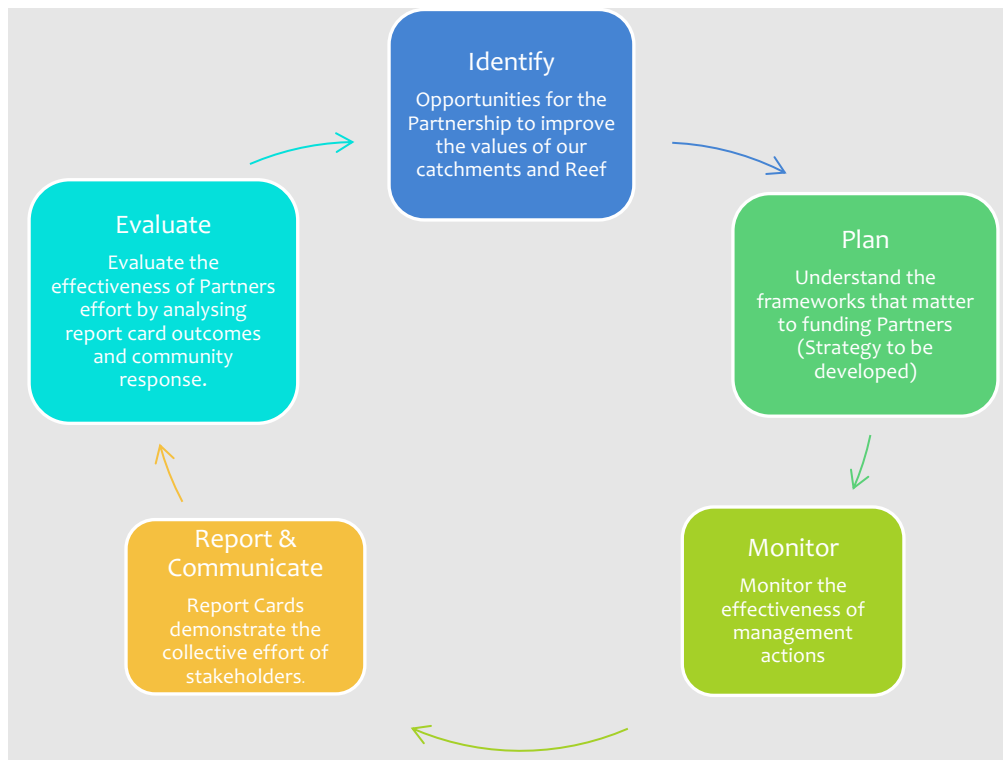


Figure 3 - Dry Tropics Partnership for Healthy Waters framework for continuous improvement.

5.1 Plan

The Partnership recognises that its' Partners each come from diverse backgrounds and are motivated to improve Reef and catchment health in different ways. The Partnership respects the need for individual organisations to have ownership for their own management actions and stewardship and encourages best management practice by promoting the good work of others. Funding partners have determined the important guidance documents that are aimed at managing; monitoring, and reporting of water quality are as follows:

- Reef 2050 Plan,
- Water Quality Improvement Plan (for Townsville)
- Burdekin NRM Plan
- Water Sensitive Cities
- Urban Water Stewardship Framework
- Eco certification programs

5.2 Monitor

Our Partners implement the requirements of the above planning frameworks to maintain or improve water quality. Monitoring programs are developed to monitor the effectiveness of management actions on receiving environments. Current monitoring programs funded by our Partners include:

- Water quality monitoring
- Reef monitoring
- Habitat monitoring
- Social and Economic monitoring of our community (concerned with Reef and waterway health); and
- Citizen Science monitoring (Water quality monitoring, macroinvertebrate monitoring, coral reef monitoring, removal of gross pollutants (marine debris/litter), fish and habitat monitoring)

5.3 Reporting and Communication

The report card is the Partnership's key communications product.

A range of scores will be developed to communicate the ecological, social, and economic health of our waterways and Reef. Once verified by the Independent Science Panel this information will be made available through a variety of different media including but not limited to print, radio, and digital media.

5.4 Evaluate

Partners will evaluate the outcomes of the report in constructive and supportive ways.

6. MEMBERSHIP

Membership of the Partnership is open to any organisation with an interest in maintaining, and where necessary improving the health of the freshwater basins (as identified in the Townsville Water Quality Improvement Plan), the urban area of Townsville 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 (MoU) ([Attachment B: Partnership Memorandum of Understanding](#)).
- Be approved by the Management Committee or the broader Partnership.
- Pay an annual membership contribution in accordance with the approved membership tier provided in the MoU (note: should a Partner not pay its membership contribution within 30 days, its voting rights shall be suspended at the discretion of the Chair).

Organisations who become partners may nominate one representative to participate in Partnership meetings. Partners will not be remunerated for their time by the Dry Tropics Partnership for Healthy Waters.

7. GOVERNANCE RESPONSIBILITIES

7.1 The Partnership

One of the key objectives of any partnership model is to ensure commitment and participation from all partners.

Commitment to the Partnership will be through a Memorandum of Understanding (MoU) signed by all Partners every 2 years ([Attachment B: Partnership Memorandum of Understanding](#)).

The Partnership has agreed to meet at least twice a year and to provide updates to all Partners on progress.

The full list of Partners and meeting representatives can be found in [Attachment C: Partnership Governance Group](#).

7.2 Chair

The Chair of the Partnership has responsibility for chairing the Partnership and Management Committee meetings. The appointment of a Chair generally occurs every two years, at the beginning of each financial year, unless the Management Committee agrees otherwise.

Tenure is subject to a biennial review.

The role of Chair is further detailed in the Terms of Reference for both the Partnership ([Attachment D: Partnership Terms of Reference](#)) and the Management Committee Terms of Reference ([Attachment E: Management Committee Terms of Reference](#)) and is subject to Key Performance Indicators (KPIs).

Chair KPIs for the 2023/24 financial year are included along with measures to evaluate performance and the position's remuneration protocol ([Attachment H: Chairs Key Performance Indicators, Remuneration, and Nomination](#)).

7.3 Deputy Chair

A Deputy Chair of the Partnership is elected by the Partners at Partnership meetings via voting. The selected Deputy Chair will be responsible for chairing both the Partnership and Management Committee meetings in the absence of the Chair. The Deputy Chair will only be remunerated for out-of-pocket expenses when standing in for the Chair.

The election of the Deputy Chair is to occur at the beginning of each financial year.

7.4 Executive Officer

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

The Executive Officer is employed through the host organisation (currently Port of Townsville Limited) 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 out new networks and relationships with Partners (including new Partners), stakeholders, and the community.
- Oversee the management of the Partnership's budget including performance reporting and audits, as well as promoting financial membership for the next year to current and prospective Partners.
- Work closely with the Communications Officer to develop a communication and engagement strategy for all program phases, as well as monitor and update all publicly available information on the Partnership and its deliverables (e.g., via the website and media releases).
- Provide program support for the secretariat and operational functions of the Partnership, including organisation of meetings/functions and providing/circulating deliverables.
- Promote the Partnership to the general community, including undertaking media interviews on behalf of the Partnership.

7.5 Senior Technical Officer

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

The Senior 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.
- Develop the program design and associated reporting to deliver the annual Report Card based on a range of data and information.
- Assist the Executive Officer with developing agendas and taking minutes for Partnership and other meetings as required.
- Work closely with the Partnership's Technical Working Group (TWG) and the Reef Plan Independent Science Panel (ISP) to ensure scientific validity of the reporting framework.
- Coordinate and implement a data management system on behalf of the Partnership.
- Communicate the program and its outcomes to technical and non-technical audiences, as per the Partnership's communications and engagement strategy.
- Work closely with the Executive Officer to develop relevant and tailored communication products on behalf of the Partnership.
- Assist the Executive Officer to develop scopes of work and contracts for external service providers on behalf of the Partnership, where required.

7.6 Technical Officer

The Technical Officer assists in coordinating 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.
- Develop the program design and associated reporting to deliver the annual Report Card based on a range of data and information.
- Assist the Executive Officer with developing agendas and taking minutes for Partnership and other meetings as required.
- Work closely with the Partnership's Technical Working Group (TWG) and the Reef Plan Independent Science Panel (ISP) to ensure scientific validity of the reporting framework.
- Assist in the implementation of a data management system on behalf of the Partnership.
- Communicate the program and its outcomes to technical and non-technical audiences, as per the Partnership's communications and engagement strategy.
- Work closely with the Executive Officer to develop relevant and tailored communication products on behalf of the Partnership.

7.7 Communications Officer

The role of the Communications Officer is to successfully deliver all communications activities of the Partnership.

All communications activities of the Partnership are primarily documented in the Communications and Engagement Strategy and should include:

- Development and review of the annual Communications and Engagement Strategy.
- Work with the Executive Officer to coordinate launch events including the official launch of the Partnership and the annual release of the report card.
- Development and promotion of Partnership branding.
- Work with the Executive Officer to develop and review the Partnership Value Proposition.
- Preparation of media releases and associated material.
- Maintenance and promotion of awareness of the Partnership with media, schools, and other community stakeholders.
- Coordination of website development and updates.
- Development of newsletters and other promotional materials.
- Updates on social media.

7.8 Management Committee

The Management Committee guides the operation of the Partnership on behalf of the Partners.

The Dry Tropics Partnership for Healthy Waters Management Committee (Management Committee) is a sub-set of the Partnership and provides an operational oversight role for the Partnership. The Management Committee meets up to 6 times per year and oversee management of the Report Card program design, budget, communication plans etc.

The structure and membership of the Management Committee seeks to ensure adequate representation across sectors of the Partners, (community, industry, government, and research) but not necessarily all.

Representation includes up to three industry, community, and government representatives respectively as well as the Partnership Chair and Deputy Chair.

Representatives are appointed based on a nomination process undertaken within each sector (i.e., industry, community, and government) and with consideration of the governance skills required to operate a functional committee. Management Committee representatives are re-appointed every 2 years in line with Partner MoUs.

The Host organisation must also be represented on the Committee.

The Management Committee Terms of Reference ([Attachment E: Management Committee Terms of Reference](#)) includes further detail on the formula for membership of the Committee.

Membership may be reviewed as more Partners join to ensure representation is adequate for the region.

The full list of Management Committee Partners is contained in [Attachment C: Partnership Governance Group](#).

7.9 Technical Working Group

The Technical Working Group (TWG) reviews and endorses the use of available monitoring data, modelling information, and Report Card methodology and design.

The TWG is supported by the Senior Technical Officer and the Technical Officer of the Dry Tropics Partnership for Healthy Waters.

Membership of the TWG includes experts and data custodians across different organisations and is skills-based. The Technical Officer/s work closely with the TWG to identify datasets and develop an agreed methodology for synthesis of the Report Card grades and Report Card design.

Due to the frequency of meetings, upon request travel costs for TWG members will be covered by the Partnership budget.

Terms of Reference for the TWG are presented in Attachment F: Technical Working Group Terms of Reference.

7.10 Independent Science Panel

To ensure the Report Card is based on the best available independent science, the Reef 2050 Water Quality Improvement Plan Independent Science Panel (Reef Plan ISP) provides advice and reviews and endorses methodologies, systems and processes used for the development of the Report Card.

The Reef Plan ISP also provides advice on how best to nest regional report cards within the wider context of Great Barrier Reef report cards.

The Chair of the TWG attends Reef Plan ISP meetings when Partnership business is on the agenda. It is the responsibility of the TWG Chair to liaise with the Partnership Chair to convey Reef Plan ISP decisions to the Partnership and Management Committee.

The Reef Plan ISP Terms of Reference can be found at web link below.

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

7.11 Host Organisation

The Port of Townsville Limited (the Port) is endorsed by the Partnership as the host organisation for the Dry Tropics Partnership for Healthy Waters until 30 June 2024. The role and responsibilities of the host organisation are detailed in the Host Agreement ([Attachment G: Hosting Agreement](#)).

As the host organisation, the Port must disclose and seek to resolve to the satisfaction of the Management Committee any material or other interests which may constitute any conflict of interest. To this effect, the Partnership and/or Management Committee Representative will remove themselves from any Partnership voting where there is a potential conflict of interest, including re-nomination of the Chair or Deputy Chair if they are a staff member of the host organisation.

The Host will develop a contract for the Chair as required, and support and facilitate Chair activities.

The Port of Townsville Limited as host will:

- Provide day-to-day workplace support and networks to broader NRM and Reef programs.
- Provide interstitial management support against the delivery of the Partnership work plan, acknowledging that the Partnership and Management Committee sets the work plan and reviews progress at regular meetings.
- Regular catch-up meetings between the Executive Officer and the hosts Line Manager will be set at mutually agreed times for the purpose of support, issue resolution, and linkages to other programs or projects.
- Work with the Chair of the Partnership and Management Committee to ensure hosting arrangements are operating for the best outcomes of the Partnership's goals and broader Dry Tropics reef health challenges.
- Provide suitable desk space, phone, computer, internet, access to printers, and access to IT and HR support services for the Partnership's staff.
- Ensure that the Partnership's staff are part of the hosts team, by inclusion in key team building staff meetings, training and networking opportunities that contribute to individual and Report Card needs.

- Conduct annual formal Performance Reviews of each team member to formalise this ongoing process of management. The Performance Review is one part of an ongoing process of regular feedback, direction, and guidance about operational staff performance.
- The Partnership will review the performance of the Executive Officer annually against the Position Description and the work plan. This review will involve the Chair and the host representative and will be guided by the host's standard procedures.
- The Executive Officer will undertake annual Performance Reviews of other team members according to the host's standard procedures.

Host Organisation arrangements are based on alignment with the Host Agreement and outcomes and are to be reviewed no less than every two years.

8. Operating Structure

8.1 Operational structure of the Partnership

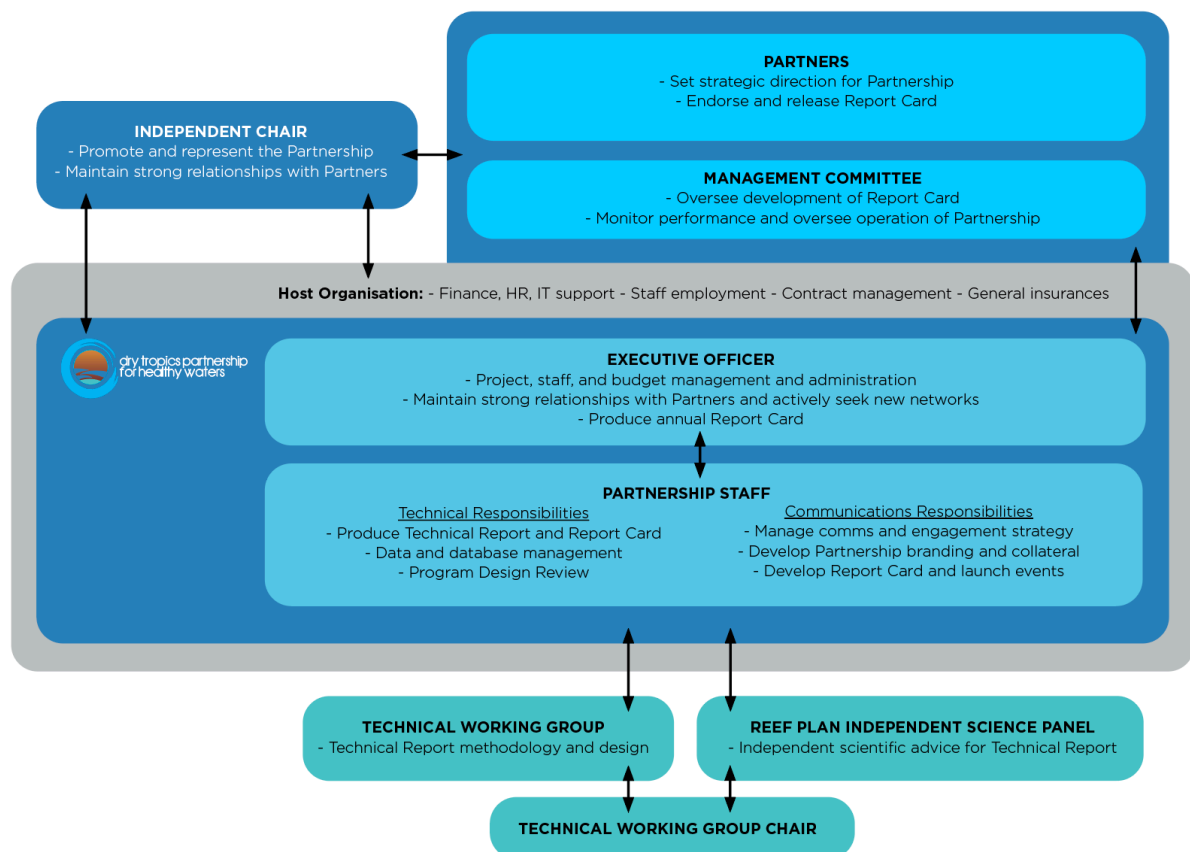


Figure 4 - Operational structure of the Dry Tropics Partnership for Healthy Waters.

8.2 Financial Delegations

- a) Management Committee (in consultation with Executive Officer) develops the budget.
- b) The Management Committee approves the budget on behalf of the Partners.
- c) Management Committee approves any variations to the budget to the value of \$10,000.
- d) Executive Officer manages the Partnership budget with a delegation to \$5,000, which will be adjusted annually according to CPI. Amounts above this must be approved by the Management Committee and executed as per the Host Organisation's procurement procedures.
- e) Expenditure is consistent with the annual budget approved by the Partnership.
- f) Quarterly expenditure is recorded and reported to the Management Committee for review and endorsement at meetings.
- g) The Host Organisation's finance protocols and procedures will be adhered to when undertaking financial arrangements and related tasks on behalf of the Partnership.

8.3 Contracting

The following are the agreed steps to enter contracts on behalf of the Dry Tropics Partnership for Healthy Waters for work not completed by the Partnership staff.

- a) The Partnership staff will develop a Scope of Works document.
- b) The Partnership staff will present the Scope of Works to the Management Committee for sign off on behalf of the Partnership.
- c) The Management Committee will agree to and sign off on a 'Preferred providers' list, conflict of interests with any preferred providers must be declared to the Management Committee.
- d) The Executive Officer will release/advertise Scope of Works for proposals including direct to preferred providers.
- e) The Host Organisation's contract protocols will be adhered to when developing and executing contracts on behalf of the Partnership.

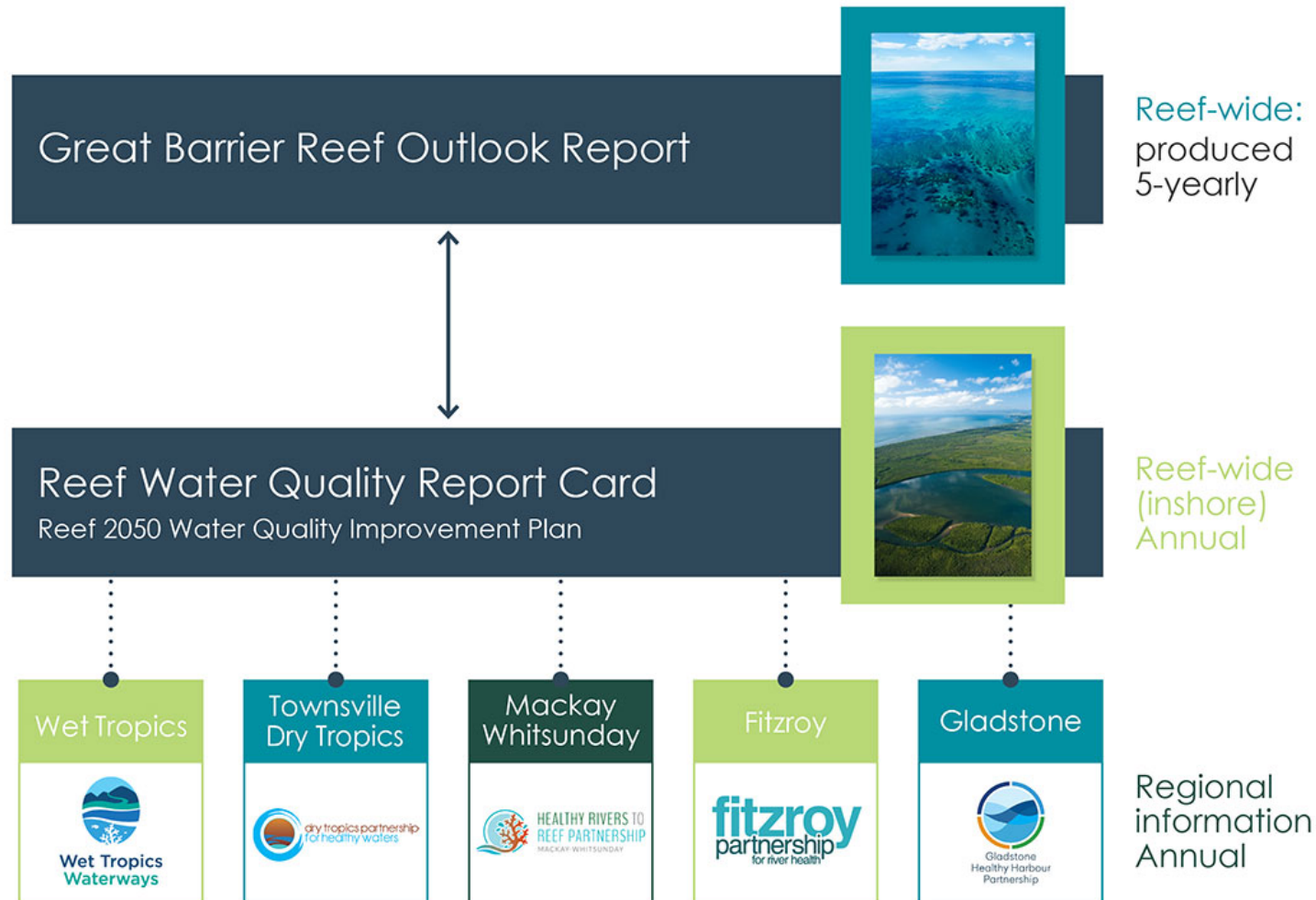
8.4 Funding

Partners 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 Partners. This will include resourcing and in-kind support to undertake data identification and synthesis, program design, and report card publication. Financial contributions from partners are to be invoiced by the Partnership before September for each financial year as outlined in the table below.

	Tier 1	Tier 2	Tier 3	Tier 4
	\$55 dollar minimum	\$1,100 — \$5,500 cash payment and/or in-kind	\$5,500 — \$11,000 payment and/or in-kind	\$11,000 or more and/or in-kind
Project/Logo Association	Community Groups, Traditional Owner Groups	Small Companies, Industry Bodies	Regional NRM groups, Medium Companies, Small Utilities	Large Companies, GOCs, Government, Research Orgs, Universities, Large Utilities, LGAs.
Report Card	x	x	x	x
Management Response Report	x	x	x	x
Story Map		x	x	x
Special Reports		x	x	x
Water Forum				x
School Outreach			x	x
JCU scholarship/ Local sponsorships				x
Social Media Promo		x	x	x
Website Promotion		x	x	x
Governance	x	x	x	x

Figure 5 – Member tiers for the Dry Tropics Partnership for Healthy Waters.

Attachment A: Nested Program approach



Attachment B: Partnership Memorandum of Understanding

1. Purpose

The purpose of this Memorandum of Understanding (MoU) is to confirm the signatories' commitment to membership of the Dry Tropics Partnership for Healthy Waters (the Partnership).

The Dry Tropics Region for the purpose of this Partnership will include the Black and Ross catchment boundaries as per the established Black Ross (Townsville) Water Quality Improvement Plan (Gunn and Manning, 2010), along with the adjacent marine zones, including Magnetic Island, and the Great Barrier Reef Marine Park.

The Partnership's primary focus is the development and release of an annual waterway health and management report card that will clearly communicate where effort needs to be made to improve catchment and reef water quality. The report card will endeavour to use the best independent science and integrate a range of monitoring programs to measure waterway health in an environmental, social, economic, and cultural context. By drawing on information from existing monitoring programs, duplications and gaps can be identified, and more easily communicated information can be provided to the community in a cost-effective way.

The signatories recognise that more can be achieved together than alone and acknowledge the value of collaboration in achieving outcomes beyond those that can be achieved by any single agency or organisation. Where applicable, the signatories intend to cooperate and collaborate by:

- a) committing to the open sharing of their knowledge, program actions, and monitoring and research information (for Partners with this information) focused on understanding the health of the catchments, rivers, and reef in the region;
- b) making a commitment to long-term monitoring and reporting to inform management responses;
- c) working together to pool resources and knowledge to maximise outcomes and underpin effective and efficient management actions;
- d) ensuring the nesting of this initiative within other whole of Reef monitoring, reporting, and management activities;
- e) working towards ensuring alignment between different policy and reporting initiatives. This includes the Reef 2050 Long Term Sustainability Plan (Reef 2050 LTSP), the Reef 2050 Water Quality Improvement Plan (Reef WQIP) [renamed (August 2017) and formerly known as the Reef Water Quality Protection Plan i.e. Reef Plan (2003, 2009 and 2013)], and any associated integrated monitoring programs and other reporting programs (e.g. relevant components of the Paddock to Reef and broader Reef Integrated Monitoring and Modelling Program); and
- f) 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 Partners will exercise their best endeavours to achieve the collective aims of the group of partners. The MoU is valid for 2 years from the execution date.

2. Principles, Values, and Objectives

2.1 Principles and Values

The Dry Tropics Partnership for Healthy Waters values are integrity, innovation, inclusiveness, and knowledge sharing. It will operate to the following principles:

Rigorous science

All science products produced will be reviewed using robust independent science.

Openness and honesty

Report card results and supporting data will be made publicly available.

Community education

The report card will contribute to ensuring the Townsville community are educated about the status of their catchments, rivers, and reef and the effect of management.

Communication

Information on the progress of the Partnership, the collective management actions being undertaken to improve the status of the catchments, rivers, and reef, and the effect of the positive management responses of the signatories will be regularly communicated to the broader public.

Continuous improvement

The report card will be designed based on the best available information and will continue to evolve over time to incorporate contemporary approaches to report cards and new sources or types of information (e.g., social and economic indicators, cultural indicators, citizen science datasets etc.).

Partnerships

Partners encourage opportunities for collaboration through waterway and ecosystem monitoring, community engagement, and communication.

2.2 Objectives

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

- a) Communicate information effectively and at a relevant scale to the broader community on waterway health issues to increase knowledge and empower the local community on Reef issues.
- b) Develop an annual waterway health report card incorporating environmental, social, economic, and cultural indicators, by building on existing monitoring and reporting programs, with scientific integrity, independence, and transparency.
- c) Coordinate and share data and information across a range of stakeholders to identify monitoring gaps and reduce duplication.
- d) Provide scientific information that may assist in improving or maintaining the environmental, social, and economic values, identify long-term trends, stimulate management action, and drive positive change.
- e) Recognise and support the efforts of Partners and others to improve regional waterway health by building upon, complementing, and enhancing their efforts.
- f) Identify waterway health-related knowledge and priority activities, and advocate for them.

3. Governance

One of the key objectives of any partnership model is to ensure commitment and participation from all Partners. The full Partnership will meet 2-3 times a year to provide strategic direction to the Partnership's activities. The Partnership Management Committee is a sub-set of the Partnership and will provide an operational role for the Partnership.

The Management Committee will meet up to six times per year to oversee management of the report card program design, budget, communication plans etc.

The recommended structure and membership of the Management Committee seeks to ensure adequate representation across the partners.

This includes up to three industry, three community and research, and three government representatives respectively as well as the Partnership Chair and Deputy Chair.

An Independent Chair will have the responsibility for chairing both the Partnership and Management Committee.

Partners will elect a Deputy Chair of the Partnership. The selected Deputy Chair will be responsible for chairing both the Partnership and Management Committee in the absence of the Chair.

The Technical Working Group (TWG) reviews and endorses the use of available monitoring data, modelling information, and Report Card methodology and design as presented by the Partnership's Technical Officers.

To ensure the report card is based on the best available independent science the Reef Water Quality Protection Plan Independent Science Panel (Reef Plan ISP) will provide advice and review and endorse methodologies, systems and processes used for the development of the report card.

The partners acknowledge that the Port of Townsville Limited will host the Partnership for the 2023-2024 financial year. Positions such as the Executive Officer, Senior Technical Officer, and Technical Officer will be hosted by the Port of Townsville Limited through this period and will report to the Management Committee and Partnership Chair on the delivery of an agreed work program.

4. Leaving the Partnership

Partners may withdraw from the Partnership at any time by written notice to the Partnership Management Committee.

5. Funding

Partners 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 Partners. This will include resourcing and in-kind support to undertake data identification and synthesis, program design, and report card publication. Financial contributions from partners are to be invoiced by the Partnership before September for each financial year as outlined in the table below.

	Tier 1	Tier 2	Tier 3	Tier 4
	\$55 dollar minimum	\$1,100 — \$5,500 cash payment and/or in-kind	\$5,500 — \$11,000 payment and/or in-kind	\$11,000 or more and/or in-kind
Project/Logo Association	Community Groups, Traditional Owner Groups	Small Companies, Industry Bodies	Regional NRM groups, Medium Companies, Small Utilities	Large Companies, GOCs, Government, Research Orgs, Universities, Large Utilities, LGAs.
Report Card	x	x	x	x
Management Response Report	x	x	x	x
Story Map		x	x	x
Special Reports		x	x	x
Water Forum				x
School Outreach			x	x
JCU scholarship/ Local sponsorships				x
Social Media Promo		x	x	x
Website Promotion		x	x	x
Governance	x	x	x	x

6. 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 Partners. If required, an appropriate data sharing agreement will be executed prior to the sharing of confidential information or intellectual property between the partners and 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 Townsville region or otherwise) by themselves or with third parties.

7. Promotion and communications

- The Report Card produced by the Partnership will be a publicly available document.
- Partners agree to the use of their corporate logos in producing the Waterways 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 Waterways Report Card.
- Partners 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 Partners on the dates inserted below. This MoU is valid for 2 years from the execution date.

Signed,

Name _____

Organisation _____

Title _____

Date _____

In witness of,

Name _____

Organisation _____

Title _____

Date _____

Attachment C: Partnership Governance Group

1. Partnership list

Chair: Dr Keith Noble

Deputy Chair: Nicholas Baker

1. Queensland Government
2. Australian Government
3. Townsville City Council
4. Port of Townsville Ltd.
5. NQ Dry Tropics
6. C&R Consulting
7. CSIRO
8. Ornatas
9. Magnetic Island Community Development Association (MICDA)
10. NGH
11. Queensland Waters and Land Carers (QWaLC)
12. Reef Check Australia
13. OzFish Unlimited
14. Coastal Dry Tropics Landcare Inc. (CDTLI)
15. North Queensland Conservation Council (NQCC)
16. Magnetic Island Natural Care Association (MINCA)
17. James Cook University (JCU)
18. Australian Institute of Marine Science (AIMS)
19. TropWATER
20. Tangaroa Blue Foundation
21. Ausfield Services
22. Reef Ecologic
23. Envite Environment

2. Management Committee

Chair: Dr Keith Noble

Deputy Chair: Nicholas Baker

Organisation	Member	Sector
Office of the Great Barrier Reef and World Heritage	Ben Hammill	Government
Townsville City Council	Adam King	Government
Port of Townsville Limited	Elaine Glen	Industry
NGH	Nicholas Baker	Industry
NQ Dry Tropics	Donna Turner	NRM
OzFish Unlimited	Geoff Collins	Community

Attachment D: Partnership Meeting Terms of Reference

1. Objective

The Partnership brings together Partnership representatives interested in the health of Dry Tropics waterways, through open and honest communication built on rigorous scientific based decisions to continuously improve the regional report card and informing the community with up-to-date information. The Dry Tropics waterways comprise of the Ross and Black catchments, the Port of Townsville, Cleveland Bay, Magnetic Island, and the adjacent Reef lagoon.

The Partners meet to guide the ongoing development of the strategic direction of the Partnership; and to monitor performance of the project against that strategic direction.

2. Operation

All Partners may participate in Partnership meetings to:

- a) receive performance reports,
- b) elect the Management Committee,
- c) contribute to forward planning, and
- d) endorse the annual report card.

The Management Committee will provide program oversight of Partnership activities and will comprise Partnership representatives from community, industry, government, and research.

3. Role

Partners will:

- a) Genuinely work together and engage with other partners, the Management Committee, and the Regional Report Cards Technical Working Group in a positive and proactive manner.
- b) Prepare for, attend, and contribute to Partnership meetings: at least two times each year.
- c) Report back to their own organisation about Partnership progress and actions.
- d) Consider Management Committee requests and concerns.
- e) Progress actions from Partnership meetings relevant to their own organisation.
- f) Raise concerns (if any) in a timely manner as they arise with the Independent Chair or Executive Officer.
- g) Provide data and information to the Partnership, subject to commercial-in-confidence and a 'to be negotiated' data sharing agreement.
- h) Provide information at Partnership meetings on initiatives and activities relevant to the objectives of the Partnership.
- i) Make decisions using an evidence-based approach.

4. Membership

- a) Each Partner organisation is to appoint one representative only to attend Partner meetings.
- b) The Partnership can invite experts to meetings as required.
- c) Partners will not be remunerated for their time nor costs reimbursed.

5. Chair

- a) At least 9 weeks prior to the end of the Chair's term Partners shall review the Chair's performance and vote on whether the term should be extended.
- b) Voting must be met by a quorum. For voting purposes, the quorum is taken to be half the membership plus one.
- c) The Chair shall leave the room for the review and voting process.
- d) Where the majority vote is in favour of maintaining the services of the current Chair an offer shall be extended to the Chair when they return to the meeting.
- e) Where the majority vote is not in favour of maintaining the services of the current Chair or if the Chair declines the offer of extension, a public Expression of Interest process will be acted upon for the selection of a Chair.
- f) Partners will consider the Key Performance Indicators, and remuneration ahead of public advertising for the role at least 2 months prior to the end of the existing Chairs term.
- g) The Host of the Partnership will lead the process of selection of the Chair along with two other members of the Management Committee.
- h) Applicants can be affiliated with Partner organisations or independent of the Partnership.

Role at Partnership Meetings

- a) Facilitate meetings and maintain effective relationships with Partners.
- b) Review and manage the agenda and associated documents.
- c) Liaise with, and guide the Partnership on matters affecting, or affected by, the Partnership.
- d) Carry forward the desired outcomes of the Partnership to the Management Committee for implementation.

The Chair of the Partnership assumes the position of Chair of the Management Committee.

6. Management Committee

The management committee shall be composed of up to 3 people from each of the following groups;

- a) Government,
- b) Industry representatives, and
- c) Representatives from community and research organisations.

Selection process;

1. The Executive Officer will call for Expressions of Interest for Management Committee membership.
2. The Chair will lead the process of selection of the Management Committee.
3. Operational staff will not participate in discussion or voting for the Management Committee.
4. Nominations can be accepted at the relevant Partnership meeting.
5. If the number of nominees does not exceed 9, then all nominees will be appointed to the Management Committee.

6. If the number of nominees exceeds 9, all nominees will leave the room and the Partners will discuss nominations prior to vote by ballot, facilitated by the Executive Officer.

7. Executive Officer - Role at Partnership Meetings

- a) Distribute date claimers to Partners.
- b) Provide reminder notices at least 10 working days in advance of each meeting.
- c) Prepare the agenda and associated papers in preparation for meetings and liaise with the Chair in advance of meetings.
- d) Distribute the agenda and meeting papers at least 5 working days in advance of each meeting.
- e) Record minutes of meetings or nominate the Technical Officer or Communications Officer to do so. Draft minutes will be distributed within two (2) weeks of meetings unless otherwise agreed.
- f) Carry out all actions arising from meetings prior to the subsequent meeting.

8. Partnership Meetings

- a) Partnership meetings are comprised of representatives of Partnership member organisations.
- b) The Partnership will meet a minimum of 2 times per year to receive performance reports, confirm a Chair, and contribute to forward planning.
- c) The Partnership will make decisions by consensus. A 70% majority will be used in the event of an impasse. It is the responsibility of the Partnership Chair to manage the decision-making process.
- d) Partners are expected to attend Partnership meetings. If unable to attend a meeting, Partners may propose proxies, at the discretion of the Partnership Chair. Nomination of a proxy from the absentee Partnership member's organisation or another organisation from the same sector is encouraged.
- e) 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.

9. Conflict of Interest

- a) Partners must disclose material, personal, and professional interests that may constitute a conflict of interest at the beginning of Partnership meetings.
- b) Declaration of interests will be recorded in the minutes of the meeting.
- c) Subsequent involvement in the matter concerned shall be at the discretion of the Management Committee.

10. Leaving the Partnership

Partners may withdraw from the Partnership at any time by written notice to the Partnership Management Committee.

Attachment E: Management Committee Terms of Reference

1. Objective

The Management Committee is a sub-set of the broader Partnership with more of an operational role and meets more frequently. The Management Committee supports the Partnership objective of bringing together Partnership representatives interested in the health of Townsville waterways, including the Ross and Black catchments, the Port of Townsville, Cleveland Bay, Magnetic Island, and the adjacent Reef lagoon through open and honest communication built on rigorous scientific based decisions to continuously improve the regional card and informing the community with up-to-date information.

2. Role

The role of the Management Committee is to:

- a) Genuinely work together and engage with other Partners and the Regional Report Cards Technical Working Group.
- b) Implement Partnership decisions e.g., work program, communication plan etc.
- c) Address matters raised by or affecting Partners.
- d) Prepare for, attend, and contribute to Management Committee meetings.
- e) Report back to own organisation about Partnership progress and actions.
- f) Make decisions using an evidence-based approach.
- g) Provide data and information to the Independent Science Panel and Technical Working Group, subject to commercial-in-confidence and a 'to be negotiated' data sharing agreement.
- h) When required, prepare documentation for Management Committee meetings, implementing Partnership decisions or for making operational decisions.
- i) Communicate and promote ('champion') the Partnership in relevant stakeholder and regional forums and with other related programs.

3. Membership

The Management Committee comprises up to 9 Partners along with the Partnership Chair. The Management Committee is selected by the Partnership following a call for nominations and is comprised of up to 3 government (Australian, Queensland and Local), 3 industry, and 3 community and research representatives. Skills and experience in governance, finance, and strategy are sought among committee members and training in these areas may be considered to build capacity if required.

If consensus cannot be reached by the Partnership in determining Management Committee membership, then a ballot is to be used to determine the outcome. Membership will be revisited every 2 years in line with Partnership MoU.

4. Chair

Role at Management Committee Meetings:

- a) Facilitate meetings and maintain effective relationships with members.
- b) Review and manage the agenda and associated documents.
- c) Review products developed as agreed to by the Management Committee.
- d) Liaise with, and guide, the Executive Officer on matters affecting, or affected by, the Management Committee.

5. Executive Officer

Role at Management Committee Meetings is to assist the Chair, in consultation with the Management Committee to develop the agenda.

The agenda may include;

- a) Minutes and actions from the previous meeting.
- b) Reporting on progress of Partnership activities.
- c) Report from the Technical Officer/s of the Technical Working Group.
- d) Any other business.

6. Meetings

- a) The Management Committee members are expected to attend Management Committee meetings. If unable to attend a meeting, Management Committee members may propose proxies, at the discretion of the Chair. Nomination of a proxy from the absentee Management Committee member's organisation or another organisation from the same sector is encouraged.
- b) One observer per Management Committee member may attend a Management Committee meeting to assist the member. They are passive observers, not able to vote and may have to leave the room for some discussions.
- c) The Management Committee will aim to make decisions by consensus. A quorum has been established to ensure the minimum number of attendees are present at each meeting to enable decision-making. The quorum for Management Committee meetings is half the Management Committee membership group plus one person.
- d) 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. It is the responsibility of the Chair to manage the decision-making processes.

7. Conflict of Interest

- a) Management Committee members must disclose material, personal, and professional interests that may constitute a conflict of interest.
- b) Declaration of interests will be recorded in the minutes of the meeting.
- c) Subsequent involvement in the matter concerned shall be at the discretion of the Management Committee.

8. Leaving the Management Committee

- a) Management Committee members may withdraw from the committee at any time by written notice to the Chair or Executive Officer and must provide details of the replacement representative, if any.
- b) If a Management Committee member withdraws from the committee because their Partner organisation has withdrawn from the Partnership, a replacement should be sourced from the Partnership.

ATTACHMENT F: TECHNICAL WORKING GROUP (TWG) TERMS OF REFERENCE

1. Role of the TWG

Review and provide technical monitoring, modelling, and reporting advice on environmental indicators for the Wet Tropics Waterways Partnership, 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:

- a) Review technical aspects of the Partnership programs and suggest continuous improvement (integration, gaps, and priorities), including the development of new environmental indicators.
- b) Provide technical advice on program implementation.
- c) Provide technical advice on data availability, collection, and interpretation for integration into report cards.
- d) Review the reporting framework and report card material, including review of technical reports.
- e) Contribute to the strategic direction of the technical report card program.
- f) Advise on other relevant technical issues as identified by the Management Committees of the Partnerships and Reef Plan Independent Science Panel.
- g) Advise on the alignment and integration with other waterway health related reporting programs in the GBR catchments.

In addition, TWG members will:

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

2. Operation

- a) TWG meetings will be chaired by an Independent Chair.
- b) Partnership Technical Officers or the Chair will report TWG recommendations to the Management Committees of the Partnerships.
- c) TWG members will work closely with Technical Officers of the Partnerships, CAG, and the Reef Plan Independent Science Panel.
- d) 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.
- e) 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.

- f) 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.
- g) The expert TWG members will convene on up to six separate meetings. Attendance will be determined by the agenda.
- h) Review material will be provided to relevant TWG members at least five business days before the due date for comments.

3. Secretariat and operational support

- a) Technical Officers are to lead the development of technical papers and reports, and the collation, analysis, and documentation of methods and results for their respective report cards for review by TWG and the Reef Independent Science Panel (ISP).
- b) The Office of the Great Barrier Reef and World Heritage (OGBR&WH) and the Technical Officers will provide secretariat assistance to the TWG. The secretariat will coordinate meetings, finalise agendas, take meeting minutes, track meeting actions, and other administrative functions.
- c) 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.
- d) The draft minutes will be available to the members within 10 days of a TWG meeting.
- e) Material provided to the TWG for review are confidential drafts and not for distribution, unless stated otherwise.
- f) TWG members will have an opportunity to provide feedback on TWG processes annually during strategic TWG meetings.

4. Specialist sub meetings

- a) 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.
- b) Technical matters may be identified by the Partnerships, the ISP, or the TWG.
- c) 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

- a) The Chair will be engaged on a 24-month term.
- b) The Chair position will be selected through an open process and advertised externally.
- c) The Chair appointment will be decided by a majority vote of the TWG members and Technical Officers.
- d) 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.
- e) The Chair is required to review papers and officiate TWG meetings to guide technical decisions.
- f) The Chair is considered a “core” TWG member and is required to attend all TWG meetings.

6. Membership

- a) Members are nominated and invited by the Partnership or Management Committees of the Wet Tropics Waterways Partnership, the Dry Tropics Partnership for Healthy Waters, and the Mackay Whitsunday Isaac Healthy Rivers to Reef Partnership.
- b) Gladstone Healthy Harbour Partnership and Fitzroy Partnership Science Officers and/or Chairs are invited to attend where relevant.
- c) The TWG is a skills-based membership that aligns with the reporting methodology endorsed by the various Partnerships.
- d) If a member is unable to attend a meeting, proxies must have similar expertise to the member; representation by organisation will not be permitted.
- e) 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 dimensions (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 and Ross 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.

7. TWG costs

- a) Upon request, flight costs and where necessary, overnight accommodation for TWG members will be covered (and equally shared) by the respective Partnership budgets.
- b) Flights and overnight accommodation for meetings are to be paid for upon approval by the individual Partnership Executive Officers or Project Managers.
- c) Chair costs will be divided equally between the Partnerships.
- d) 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.
- e) The Queensland Government staff travel costs will be covered by their respective departments.

8. Leaving the Technical Working Group

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

Attachment G: Hosting Agreement - Port of Townsville Limited Hosting Arrangement

1. Purpose of the Partnership

The Dry Tropics Partnership for Healthy Waters (the Partnership) is a partnership of organisations founded on a shared vision of improving the health of Dry Tropics Waterways. The Partnership is currently focussed on the Townsville region and aligns with the existing Black Ross (Townsville) Water Quality Improvement Plan area, with potential to expand the scope to include the broader Burdekin region in the future. The purpose of the Partnership is to develop an annual regional report card which will inform effective catchment management for the benefit of aquatic ecosystems and the Great Barrier Reef.

The Partnership seeks to develop and implement a partnership approach to reporting on the health of Townsville waterways, including freshwater rivers, wetlands, estuaries, near shore coastal and marine environments, and advocate for management efforts and outcomes that support waterway and Reef health.

The Partnership will establish collaborative approaches that seek to integrate environmental, social, economic, and cultural information. It will build upon existing monitoring, modelling, and reporting within the region and broader such as through the Reef 2050 Integrated Monitoring, Modelling and Reporting Program. The Partnership will drive strategic direction and set program deliverables, which will be operationally supported by the host organisation.

2. 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 Dry Tropics Partnership for Healthy Waterways and how they are calculated. This Agreement is applicable from 23 March 2022 to 30 June 2024 subject to the performance on agreed host KPIs.

3. Role of the host and operational requirements

3.1 Governance

The host will be required to be a legal entity that can execute contracts with suppliers or customers on behalf of the Partnership, as well as maintaining up-to-date policies and procedures covering workplace health and safety, human resources, financial management, contract management, information technology, media, and governance. In addition, the host will be required to ensure legal and financial responsibilities of the Partnership 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.

3.2 Financial management

The host will maintain partnership funds in its bank account, with interest assigned to the balance of available partnership funds at the end of each month. Interest will be calculated on daily balances using the same rate as what is earned by the host. Membership fees will be obtained by the host annually, with new members to be invoiced on the direction of the Executive Officer. In addition, the host will undertake accounts payable and accounts receivable on behalf of the Partnership, develop and provide financial reports for Partnership related activities, and ensure that a yearly independent audit of partnership's finances is undertaken.

3.3 Contract management

The host will prepare, enter, and manage contracts on behalf of the Partnership, including contracts with the Queensland and Australian Governments. Contract delivery will be administered by the host who will maintain \$20,000,000 professional indemnity and \$20,000,000 public liability insurance. The Procurement Policy (POT1954) and Delegations Policy (POT1094) shall guide contract management processes for the Partnership.

3.4 Employment and operational management

All Partnership staff will be employed by the host who will provide employment services including employment contracts, employment administration, payroll, superannuation, position descriptions approvals, establishing performance plans, providing professional development opportunities, and completing annual, mid, and probationary reviews. Recruitment will be undertaken by the host where required in consultation with the Partnership's Management Committee.

The host will provide day-to-day supervision for Partnership staff to ensure implementation of Partnership activities is completed to a high standard and in a timely manner. The host will assist the Executive Officer to provide coordination between Partnership staff and the host's communication team to ensure that the project products and outcomes can be communicated and promoted. In addition, the host will assist Partnership staff to provide coordination between Partnership staff and data and information gathered by various host projects for inclusion and consideration into the Partnership projects.

It will be the responsibility of the host to provide office space as well as relevant IT facilities and support for the Partnership's staff, as well as to hold relevant insurance coverage to ensure there is no business interruption should the office be damaged by a disaster event. The host must undertake all efforts to provide staff adequate support if required to work remotely due to disaster, pandemic or other events which make working from the office unsuitable. Processes and systems will be put in place by the host to ensure file and email security is maintained, along with record and data management processes.

3.5 Conflicts of interest

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

3.6 Dispute resolution

Any dispute between the host and a member or members of the Partnership must be initially referred for resolution by a representative of the Queensland Government (Office of the Great Barrier Reef and World Heritage), 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 dispute is not resolved within this period, then the dispute will be brought to the attention of the Partnership Management Committee where a consensus vote will be undertaken to resolve the matter. If the matter cannot be resolved through the Management Committee, then it will be raised to the Partnership itself, where again a consensus vote will be undertaken. Should the matter still be unresolved following these measures, either party may by notice in writing seek referral for third party dispute resolution.

Any dispute between the host and the Partnership staff should be referred initially to a representative of the Queensland Government (Office of the Great Barrier Reef and World Heritage) in a timely manner for possible advice and resolution. If unresolved, the dispute must be referred for resolution by a representative nominated by the Partnership Management

Committee, a representative of the Queensland Government (Office of the Great Barrier Reef and World Heritage), 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 dispute is not resolved within this period, then the dispute will be brought to the attention of the Partnership Management Committee where a consensus vote will be undertaken to resolve the matter. Should the matter still be unresolved following these measures, either party may by notice in writing commence third party resolution.

3.7 Re-evaluation or termination of agreement

Both the host and the Partnership can, at any time, re-evaluate the terms of the Agreement. If after discussions and/or dispute resolution processes have taken place and either party wishes to terminate the agreement, they may do so through writing to the Partnership Chair or the host CEO.

4. Hosting fees

The Partnership will be subject to two separate fees by the host organisation. The timing of invoicing of fees is to be agreed by the host and the Partnership through an agreed payment schedule.

4.1 Hosting fee inclusions

The hosting fee will include the following:

- Support for Partnership staff employed through the host organisation.
- Contract management and administrative costs for Partnership projects.
- Payroll processing for Partnership staff members.
- Booking travel for the Chair and Partnership staff members.
- Hosting Partnership and Management Committee meetings.
- Invoicing of membership fees and processing all invoices associated with contracts.
- Salary expenses for management, finance, IT, WHS and administration staff.
- Budget, reporting, and auditing management.
- General insurances

4.2 Hosting fee calculation

The annual host fee is \$50,000 (exc. GST). The charge will be paid on a quarterly basis.

4.3 Business operating charge inclusions

The host will charge the Partnership a set fee per Partnership employee separate to the hosting fee. This charge will include the following:

- IT and telecommunications equipment and costs including software licenses required by Partnership staff.
- Building and office costs.
- Management and office systems to support internal communication, governance, and effective office processes.
- Use of the host's facilities including meeting rooms, vehicle expenses, travel booking service, printers/photocopiers, and stationery.

4.4 Business operating charge calculation

The Business Operating Charge is calculated on an annual basis by the host as a per headcount figure and is supplied to the Partnership for the next financial year for budget planning purposes. The charge will be paid to the host on a quarterly basis. This fee is \$14,000 (exc. GST) for the first

year and \$6,000 (exc. GST) for the second year. These costs apply to the Partnership head count and are not pro-rata for part time employees as the costs relate to fixed costs.

4.5 In-kind contributions

Port of Townsville Limited will provide approximately \$8,000 (exc. GST) of in-kind support to promote the Partnership and above the hosting fee and business operating charge. The Partnership will report on the in-kind contributions of partners through regular financial reporting, with any in-kind contributions offered by the host organisation to be included in the reporting to highlight where value-adding is occurring through the hosting arrangements.

4.6 Partnership responsibilities

Through this agreement the Dry Tropics Partnership for Healthy Waterways will:

- Provide open and honest communication.
- Provide advice and recommendations from the Partnership and the 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 through the Partnership staff, collaborative discussion on the development and implementation of the work plan and engagement strategy where host communication resources are utilised.

5. Host key performance indicators

5.1 Governance

- Conduct all operations in accordance with governance arrangements determined through the Partnership.
- Develop and maintain policies and procedures covering WHS, human resources, financial management, contract management, IT, media, and governance.

5.2 Chair

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

5.3 Staff

- Employ or contract an Executive Officer, Technical Officer/s and any other necessary staff to deliver the program, consistent with operational protocols and project budget.
- Ensure the Executive Officer, Technical Officer/s and any other Partnership staff deliver on the roles and primary duties of the positions.
- Provide day-to-day supervision and support for Dry Tropics Partnership for Healthy Waterways staff ensuring that work is completed to the expected timeframes and standards.
- Provide suitable office space, facilities and IT support, and access to vehicles.
- Manage staff or contractual arrangements as required.

5.4 Financial management

- Manage the Partnership membership revenue and project expenditure in accordance with relevant accounting standards and requirements, acquittal and the normal financial liabilities associated with such a role.

- Provide monthly financial reports to the Partnership in a timely manner.
- Arrange for payment of invoices from members and other contracts as required.
- Management of Queensland and Australian Government contracts including delivering on any relevant grant deeds between the Port of Townsville Limited and the Queensland Government.
- Co-ordinate documentation for external audits and provide Partners with the audit report.

5.5 Communications and engagement

- Provide the necessary resources to assist in the developing and delivering on the Dry Tropics Partnership for Healthy Waterways communications and engagement strategy.

5.6 Meetings and working groups

- Arrange travel and accommodation for the Dry Tropics Partnership for Healthy Waterways Chair and other relevant Partnership members as required.
- Meet with Partnership staff and the Chair on a regular basis to ensure support for Partnership staff including linkages to other programs or projects.
- Maintain communication with the Chair to ensure that hosting arrangements are operating for the best outcomes of the Partnership goals and broader Dry Tropics waterways and reef health challenges.

Attachment H: Chair's Role Key Performance Indicators, Remuneration and Nomination

1. Role of the Chair

The role of the Chair (2023/2024) is to;

- a) Provide leadership to the Partnership, its Management Committee, and staff.
- b) Promote the Partnership to the local community as well as relevant state and national government and industry stakeholders.
- c) Promote the interests of the Townsville region and the Partnership at relevant Great Barrier Reef, Queensland and Australian Government forums, meetings, and other events. This includes reporting back to the Partnership on the discussion and outcomes of such meetings.

2. Description of Services

- a) Promote the Partnership to prospective partners and sponsors to increase membership (as appropriate).
- b) Promote the Partnership to the general community, including undertaking media interviews on behalf of the Partnership.
- c) Review reports, documents, communications, and web materials produced for the Partnership as required by the Partnership and/or Management Committee.
- d) Maintain strong relationships with Partnership members to ensure the successful delivery of the Partnership's annual report card for the region.
- e) Maintain strong ties and communication with other chairs of regional report card partnerships.
- f) Foster a positive working relationship between the Partnership, Management Committee, and the host organisation.
- g) Be available for travel, including overnight stays around the state and interstate to represent the Partnership when required.
- h) Play an active role in assisting the Executive Officer to recruit new partners.
- i) Play an active role in providing leadership and mentoring to Partnership staff.

3. Key Performance Indicators (KPIs)

The Chair will submit a report addressing the KPIs below to the Deputy Chair and Executive Officer for review every 6 months.

KPI	Measures to evaluate
Effective facilitation of Partnership and Management Committee meetings.	<ul style="list-style-type: none"> The Chair is to attend all meetings unless unforeseen circumstances exist. In such instances, the Chair is to liaise with the Deputy Chair to act as proxy. The Chair is to facilitate meetings in a professional and timely manner ensuring that participants have an opportunity to participate.

	<ul style="list-style-type: none"> • The Chair is to provide clear direction on the outcome of discussions at the meetings for recording in the minutes.
Timely contribution to and review of meeting papers, minutes, follow up actions, media articles and website material.	<ul style="list-style-type: none"> • Review of materials undertaken within 2 working days of receipt unless otherwise agreed.
Maintain effective relationships with all members of the Partnership and in particular with Staff, Management Committee Members, and the Deputy Chair.	<ul style="list-style-type: none"> • An annual survey is undertaken to evaluate effectiveness of relationships with Partners, Staff, Management Committee members and Deputy Chair. • If opportunities for improvement are identified, these are actioned with the Management Committee.
Provide leadership on the Strategic direction of the Partnership including expansion of membership and effectiveness of the Technical Working Group and Independent Science Panel.	<ul style="list-style-type: none"> • Initiate annual strategic discussions with partners and ensure the strategic direction is documented and communicated. • At Management Committee meetings provide written advice of discussions with State and Commonwealth Ministers, local members, Mayors, and other key local players to help ensure continued support for the Partnership. • Maintenance of existing member contributions and an increase in the number of partners each year.
Implement a handover process with any new Chair of the Partnership during the term of the agreement.	<ul style="list-style-type: none"> • Handover process with the new Chair (if required).

4. Chair fees

The annual fee for the services of the Independent Chair is \$18,000 ex GST.

The timing of invoicing of fees is to be agreed by the host and the Chair.

5. Host responsibilities

The Host responsibilities are outlined in the Hosting Agreement. Those items relevant to the execution of the Chair role are outlined below:

- a) Develop contract for the Chair on behalf of the Dry Tropics Partnership for Healthy Waters
- b) Provide support to facilitate the Chair's activities.
- c) Arrange travel and accommodation for the Dry Tropics Partnership for Healthy Waters Chair and other relevant Partnership members as required.
- d) Meet with Partnership staff and the Chair on a regular basis to ensure support for Partnership staff including linkages to other programs or projects.
- e) Maintain communication with the Chair to ensure that hosting arrangements are operating for the best outcomes of the Partnership goals and broader Dry Tropics waterways and Reef health challenges.

6. Conflicts of interest

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

7. Dispute resolution

Any dispute between the Chair and a member or members of the Partnership must be initially referred for resolution by a representative of the Queensland Government (Office of the Great Barrier Reef and World Heritage), 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 dispute is not resolved within this period, then the dispute will be brought to the attention of the Partnership Management Committee where a consensus vote will be undertaken to resolve the matter. If the matter cannot be resolved through the Management Committee, then it will be raised to the wider Partnership, where again a consensus vote will be undertaken. Should the matter still be unresolved following these measures, either party may by notice in writing seek referral for third party dispute resolution.

Any dispute between the Chair and the Partnership staff should be referred initially to a representative of the Queensland Government (Office of the Great Barrier Reef and World Heritage) in a timely manner for possible advice and resolution. If unresolved, the dispute must be referred for resolution by a representative nominated by the Partnership Management Committee, a representative of the Queensland Government (Office of the Great Barrier Reef and World Heritage), 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 dispute is not resolved within this period, then the dispute will be brought to the attention of the Partnership Management Committee where a consensus vote will be undertaken to resolve the matter. Should the matter still be unresolved following these measures, either party may by notice in writing commence third party resolution.

8. Re-evaluation or termination of agreement

Both the Chair and the Partnership can, at any time, re-evaluate the terms of the Agreement. If after discussions and/or dispute resolution processes have taken place and either party wishes to terminate the agreement, they may do so through writing to the host CEO.

9. Deputy Chair

9.1 Deputy Chair Nomination Form

This form is for the nominating organisation to nominate the person they would like to put forward as a candidate for the role of Deputy Chair of the Dry Tropics Partnership for Healthy Waters.

I, _____ (Name)

Herein the Nominator,

Of _____ (Partner organisation)

Being a Member of the Dry Tropics Partnership for Healthy Waters,

Nominate _____ (Name)

Herein the Nominee,

Of _____ (Address)

To be considered for Deputy Chair of the Dry Tropics Partnership for Healthy Waters.

Signature of Partnership Member (Nominator)

Date

Both pages of this completed and signed Form must be returned via email or in person addressed to the Executive Officer.

Email address for submission:

eo@drytropicshealthywaters.org

Mailing address for submission:

Attention: Kara-Mae Coulter-Atkins –
1 Benwell Road
South Townsville 4810

9.2 Deputy Chair Nominee Form

This form is for the Nominee to accept nomination, needs to be returned with the nomination form and must bear the Nominee's signature.

I, _____ (name) herein the Nominee, accept my nomination to be Nominee of Deputy Chair for the Dry Tropics Partnership for Healthy Waters.

I have read the Partnership Governance Charter including the Chair remuneration protocol included in Attachment H and consent to:

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

I understand and accept that:

- as the Partnership will be endeavouring to seek a range of skills in Nominations to Chair, my name may or may not be put forward to the Dry Tropics Partnership for Healthy Waters for consideration, and;
- the Dry Tropics Partnership for Healthy Waters 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 (eo@drytropicshealthywaters.org)

Signed by the Nominee

Date