



# Sydney Weeds Committees

Sydney Central Regional Weeds Committee • South West Sydney Regional Weeds Committee  
Sydney North Regional Weeds Committee • Sydney West–Blue Mountains Regional Weeds Committee

## Memorandum of Understanding

Between

Sydney Weeds Committee  
and

*XXX Council or NPWS Region*

for the

NSW Weeds Action Program

2010 - 2015

## TABLE OF CONTENTS

	Page
Overview	3
Program Outline	3
1. The Parties	4
2. Purpose of the Memorandum	4
3. Roles and Responsibilities	4
3.1 Project Management	
3.2 Project Co-ordination Taskforces	
3.3 Project Delivery	
3.4 Promotion and Communication	
3.5 Data and Evaluation	
3.6 Specific Roles and Responsibilities	
4. Intellectual Property	5
5. Publicity	6
6. Insurance	6
7. Indemnity, Disclaimer and Warranties	6
8. Term of Agreement	6
9. Accuracy of Information	6
10. Confidentiality	6
11. Key Representatives	7
12. Decision Making	7
13. Dispute Resolution	7
14. Governing Law	7
15. Interpretation	7

# MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is made on ..... (day).....(month).....(year)

BETWEEN

*Sydney Weeds Committee and XXX Council / NPWS Region*

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## OVERVIEW

The Sydney Weeds Committee (“the Committee”) will administer funds for the Sydney Weeds Committee Weeds Action Project (“the Project”) funded by the NSW Department of Industry and Investment. The Committee is run by its elected Board, in accord with the adopted SWC constitution. The Committee will allocate resources, including funds, to the current members of the Sydney Weeds Committee, to do the Project, and will seek further alliances with other key stakeholders, as well as local businesses and communities to pursue both institutional and community change in weed management. This Memorandum of Understanding (MoU) outlines the Agreement by which resources will be allocated to members, and services will be provided by members in return.

## PROGRAM OUTLINE

The *NSW Weeds Action Program* is a NSW Government initiative under the *NSW Invasive Species Plan* to reduce the impact of weeds.

The *NSW Weeds Action Program* replaces a range of noxious weed grant programs provided by the NSW Government to local and public authorities, and trustees of reserves and commons. The *NSW Weeds Action Program* will target these funds to ensure that local weed control authorities and other key stakeholders meet the *NSW Invasive Species Plan* targets for weed management.

The *NSW Weeds Action Program* plans to:

- identify and manage high risk weed species and (weed) entry pathways;
- develop and implement early weed detection capabilities;
- assist in the timely detection of new weed incursions;
- effect a quick response to eradicate or contain new weeds;
- identify and prioritise weed management projects where benefits are greatest;
- provide effective and targeted on-ground weed control;
- increase community acceptance of, and involvement in, effective weed management;
- integrate weed management into education programs;
- improve the knowledge base for weed management;
- monitor progress of the *NSW Invasive Species Plan*'s implementation; and
- encourage the use of cost-sharing arrangements.

## 1. THE PARTIES

1.1 For the purpose of this Memorandum of Understanding the Parties are:  
*Council and the Sydney Weeds Committee.*

1.2 The Lead Agency is the Sydney Weeds Committee

## 2. PURPOSE OF THE MEMORANDUM

2.1 This document sets out the principles that will guide the implementation of the Sydney Weeds Action Project, which are that each party:

- is committed to working co-operatively and building productive partnerships with the other Parties to pursue the Project outcomes;
- seeks to understand and accommodate the other Party's interests and the parameters within which they work; and
- approaches the arrangement in a spirit of goodwill and trust.

## 3. ROLES AND RESPONSIBILITIES

### 3.1 Project Management

3.1.1 Sydney Weeds Committee will administer the Project and take the lead in any group initiatives. It will also be the contact for the (NSW Department of Industry and Investment for all matters arising from the project.

3.1.2 Sydney Weeds Committee will oversee the co-ordination of the project, including specifying the format of the necessary financial and progress reports for submission to SWC, and through SWC, to NSW Department of Industry and Investment.

3.1.3 The Parties commit to complete the tasks and meet deadlines as outlined in the Sydney Weeds Committee Weed Action Project.

3.1.4 The Parties undertake to provide all information as necessary for preparation of all reports (as required) in the required format, to the agreed standard, and in a timely manner to ensure project timelines and budgets are adhered to.

### 3.2 Project Coordination Taskforces

3.2.1 Each Party will nominate suitable staff members to assist specific project taskforces as outlined in the SWC's Regional WAP submission and *Council* application for funding.

3.2.2 Each Party shall invest in their representative the necessary authority to make day-to-day decisions required to implement the activities associated with the project as detailed in the agreed Sydney Weeds Committee Regional WAP submission and as outlined in the *Council* application for funding.

3.2.3 The role of the taskforces includes providing advice to the SWC Board about strategic direction for Project objectives, and monitoring and reporting progress against the business plan and its associated budget.

3.2.4 The taskforce representatives will participate in meetings as required. If the named representative cannot attend, an alternative must attend who has the necessary authority to make decisions in the representative's absence.

### 3.3 Project Delivery

Each Party agrees to:

3.3.1 collaborate in the development of all relevant Project documents (eg project plan, progress reports, final report, specific project activity reports, etc), including working to gain corporate support for these documents within their organisation;

3.3.2 collaborate in the identification and enrolment of participants for the participatory engagement aspects of the project;

3.3.3 provide timely comments and/or approvals regarding any drafts of documentation and educational materials; and

3.3.4 provide regular reports to the Sydney Weeds Committee on project progress to enable appropriate acquittal of the Project to NSW Department of Industry and Investment.

### **3.4 Promotion & Communication**

Each Party agrees to:

- 3.4.1 promote the project through agreed content media releases, which are to be developed by taskforces, and approved by the SWC Board;
- 3.4.2 provide assistance where necessary with supplementary events and workshops related to the project; and
- 3.4.3 acknowledge partners in project activities and to display the agreed relevant logos in all related promotional material where appropriate.

### **3.5 Data and Evaluation**

The Parties agree to:

- 3.5.1 assist in developing or updating, (including the provision of data in relation to)
  - (a) methods of regional weed data collection and processing;
  - (b) new weed incursion protocols and management;
  - (c) documentation of high risk topographic and non-topographic pathways;
  - (d) a regional list of high risk species;
- 3.5.2 provide confidential and impartial treatment of data generated by participating parties.
- 3.5.3 nominate a representative for the purpose of:
  - (a) producing quarterly reports on weed management activities undertaken in accordance with the standard prescribed (by the Sydney Weeds Committee);
  - (b) reporting on inspection and control (based on the Department of Industry & Investment publication , " Guidelines for Monitoring Weed Control and Recovery of Native Vegetation", Auld, B. (2009).
  - (c) the acquisition and management of baseline data so that condition change can be quantified and effectively monitored
  - (d) responding to correspondence and communication with the Sydney Weeds Committee;
- 3.5.4 consider the use of specific data-use agreements where necessary to govern the use of provided data by the Parties

### **3.6 Specific Roles and Responsibilities**

- 3.6.1 The specific roles and responsibilities for the Lead Agency are outlined in Appendix A.
- 3.6.2 The specific roles and responsibilities for each other Party are outlined in Appendix B.

## **4. INTELLECTUAL PROPERTY**

- 4.1 Intellectual Property brought to the project shall vest in and remain vested in the originator of that material (Originating Party). The other parties may use that Intellectual Property for the sole purpose of the project. On the termination of the MoU, those Parties must cease using the Intellectual Property and return any document or other material containing the Originating Party's Intellectual Property to the Originating Party.
- 4.3 Intellectual Property in material brought into existence during the term of this project is to be shared by the Parties upon its creation and such material may be used on an ongoing basis by each of the Parties.

## **5. PUBLICITY**

Each Party agrees that the other Party may:

- 5.1 engage in the publication of articles, press releases, papers or commercial promotions to publicise the Project, with appropriate acknowledgement of the contribution of other relevant Parties, and with either specific or general agreement from the Board.

## **6. INSURANCE**

- 6.1 Each Party shall be responsible for effecting and maintaining its own insurances as follows:
- all insurances required under worker’s compensation legislation;
  - Public liability insurance in relation to all premises and sites on which the project is carried out for all works and activities undertaken for the Project. This insurance shall be for an amount of at least \$20,000,000.

**7. INDEMNITY, DISCLAIMER AND WARRANTIES**

- 7.1 Each party releases and indemnifies the other Party, its officers, employees, agents and contractors and agrees to keep them indemnified from and against any claims, liabilities losses (including reasonable legal costs and expenses), damages, costs and expenses arising out of actions or omissions in relation to or as a result of the project, the delivery of the Project or the Project’s operation.

**8. TERM OF AGREEMENT**

- 8.1 This MoU is entered into on the date of signature by and is in effect for the duration of the project but applies only during those years in which Council is in receipt of funds from Sydney Weeds Committee for implementation of the Weed Action Program. This will end upon the acceptance by NSW Department of Industry and Investment of the final report.

**9. ACCURACY OF INFORMATION**

- 9.1 The information provided by the Parties is done so in good faith based on sources that are believed to be reliable. The Parties do not warrant the accuracy, completeness or currency of the information and will not be liable for any inaccuracies, omissions or errors in the content of information so provided.

**10. CONFIDENTIALITY**

- 10.1 Confidential information means all information which is commercially sensitive to a party or a related entity of the Party (e.g. local residents) or is information which is identified by a party as Confidential Information and may include written, oral or electronically stored information.
- 10.2 Each Party acknowledges that it will ensure strict confidentiality, as described below, is maintained at all times in respect of the confidential information of other Parties.
- 10.3 Specifically, each Party undertakes:
- a) not to disclose another Party's confidential information to other employees, contractors, consultants, representatives of other public and private sector organisations or the general public unless expressly authorised to do so by the other Parties;
  - b) not to release another Party' Confidential Information to any person unless or until that person has a signed confidentiality agreement;
  - c) to use another Party's confidential information only for the purposes of this MoU; and
  - d) to return all other Party's confidential information when requested to do so and, if not earlier requested, at the end of this MoU.

**11. KEY REPRESENTATIVES**

The key representative for Council is as follows:

..... (name) ..... (position)

The key representative for the Sydney Weeds Committee will be Sydney Weeds Committee Executive Officer, or an officer acting in that capacity under the written authority of the SWC Board.

## **12. DISPUTE RESOLUTION**

Should a dispute arise, all parties will negotiate in good faith. The key representatives for the Parties will conduct all negotiations and the Board of Sydney Weeds Committee and Industry & Investment NSW shall facilitate any dispute resolution process on behalf of the Alliance. In the event of a dispute that cannot be settled, Industry & Investment NSW will advise on the appropriate course of action.

## **13. GOVERNING LAW**

This MoU will be governed by the laws of the State of New South Wales.

## **14. INTERPRETATION**

For the purposes of this MoU, a reference to a "partner" or "alliance", or any variation including but not limited to "partnering" and "partnership" does not create, refer to or imply a legally binding partnership between the Parties. The Parties to this MoU each operate independently and without the authority to bind each other by contract or otherwise.

SIGNED in accordance with authorities delegated under the Local Government Act 1993, and not withdrawn,

For and on behalf of:

**Council**

.....  
Signature of Witness

.....  
Signature of authorised Council Officer

.....  
Name of Witness

.....  
Name of authorised Council Officer

Date: .....

Date: .....

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SIGNED in accordance with authorities delegated under the Associations Incorporation Act 2009, and not withdrawn,

For and on behalf of:

**Sydney Weeds Committee**

.....  
Signature of Witness

.....  
Signature of authorised Officer

.....  
Name of Witness

.....  
Name of authorised Officer

Date: .....

Date: .....

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# Appendix A

## Roles and Responsibilities of Lead Agency

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### A1. APPOINTMENT OF LEAD AGENCY

- 1.1 *Council Name* hereby appoints Sydney Weeds Committee as the lead agency/proponent, for the term of this MOU, to administer the application to NSW Department of Industry and Investment for grant funds under the NSW Weed Action Program.
- 1.2 Subject to provision of funds by NSW Department of Industry and Investment, Sydney Weeds Committee must, either itself or through agents or employees it engages, do all things necessary or advisable for the efficient and economic administration of the grant funds under the NSW Weed Action Program.
- 1.3 Sydney Weeds Committee agrees that it will carry out its duties and obligations as lead agency in accordance with:
  - this Agreement;
  - good management methods and the requirements of the relevant legislation
  - requirements under the terms of the Weed Action Program funded by the Department of Industry and Investment NSW.

### A2. RESPONSIBILITIES OF LEAD AGENCY

Sydney Weeds Committee must:

#### Financial Management

- 2.1 keep, or cause to keep, comprehensive, true and accurate records and accounts for the management of the project and of the performance of duties under this agreement;
- 2.2 ensure that all invoices and financial settlements, financial reports and billings rendered by the lead agency reflect properly the facts of all activities and transactions handled for the project;
- 2.3 keep all such records and accounts in accordance with generally accepted accounting principles in Australia, consistently applied, including financial audits as required; and
- 2.4 coordinate the development, finalisation and submission of all Project Progress Reports, Financial Statements and the Final Report, with the assistance all other parties.

#### Project Activities

- 2.5 undertake and complete all activities allocated to it within the Project Plan and/or the approved NSW Weeds Action Program grant submission.

### A3. LIABILITY AND INDEMNITY

- 3.1 Sydney Weeds Committee is not responsible to other parties of this Agreement for any liability, loss, harm, damage, cost or expense (including legal fees) that the Party may suffer, incur or sustain and arising out of the activities of Sydney Weeds Committee in performing its duties or obligation under this Agreement, except to the extent that such liability, loss, harm, damage, cost or expense arises directly from Sydney Weeds Committee's wilful misconduct or bad faith. This indemnity does not merge upon completion of the Weed Action Project.
- 3.2 Council irrevocably and unconditionally indemnifies and undertakes to keep indemnified Sydney Weeds Committee from and against any and all liability, loss, harm, damage, cost or expense (including legal fees) that Sydney Weeds Committee suffers, incurs or sustains as a result of any suit, claim or demand brought or made against Sydney Weeds Committee arising from Sydney Weeds Committee performing its duties or obligations under this Agreement, except to the extent that such liability, loss, harm, damage, cost or expense

arises directly from Sydney Weeds Committee's wilful misconduct or bad faith. This indemnity does not merge upon completion of the Weed Action Programme.

3.3 In this clause (A3) references to the "Sydney Weeds Committee" include references to the servants, employees and sub-contractors of the Sydney Weeds Committee.

3.4 Sydney Weeds Committee must effect public liability and property insurance for an amount not less than \$20 million.

**A4. REMUNERATION AND EXPENSES OF Sydney Weeds Committee**

4.1 In accordance with the NSW Weeds Action Program Guidelines, Sydney Weeds Committee may claim up to 10% of the total project value to cover administration costs and expenses in relation to this project.

## Appendix B

### Roles and Responsibilities of (COUNCIL)

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#### B1. RESPONSIBILITIES OF OTHER PARTIES

As a Project partner, *Council* must:

##### Financial Management

- 1.1 keep, or cause to keep, comprehensive, true and accurate records and accounts for the management of the project and of the performance of duties under this agreement;
- 1.2 ensure that all invoices and financial settlements, financial reports and billings rendered by the party reflect properly the facts of all activities and transactions handled for the project;
- 1.3 keep all such records and accounts in accordance with generally accepted accounting principles in Australia, consistently applied, including financial audits as required; and
- 1.4 furnish to the Lead Agency within two (2) weeks after the end of each Financial Year, a comprehensive statement of account pertaining to the administration and expenditure of WAP funds received.

##### Project Reporting

- 1.5 Provide all agreed and necessary Project Progress Reports, Financial Statements and the Final Report to the Lead Agency, in the agreed format, and to the agreed standard and timing.
- 1.6 Assist the Lead Agency in coordination of the development of all Project Progress Reports, Financial Statements and the Final Report.

##### Project Activities

- 1.7 Implement and complete all activities allocated to it within the Project Plan and/or NSW Weeds Action Program grant submission.

#### B2. LIABILITY AND INDEMNITY

- 2.0 *Council* is not responsible to other parties of this Agreement for any liability, loss, harm, damage, cost or expense (including legal fees) that the Party may suffer, incur or sustain and arising out of the activities of *Council* in performing its duties or obligation under this Agreement, except to the extent that such liability, loss, harm, damage, cost or expense arises directly from *Council's* wilful misconduct or bad faith.
- 2.1 Sydney Weeds Committee irrevocably and unconditionally indemnifies and undertakes to keep indemnified and saved harmless *Council* from and against any and all liability, loss, harm, damage, cost or expense (including legal fees) that *Council* suffers, incurs or sustains as a result of any suit, claim or demand brought or made against *Council* and arising out of the activities of *Council* in performing its duties or obligations under this Agreement, except to the extent that such liability, loss, harm, damage, cost or expense arises directly from *Council* wilful misconduct or bad faith.
- 2.2 In this clause (B2) references to the "*Council*" include references to the servants, employees and sub-contractors of the *Council*.
- 2.3 *Council* must effect public liability and property insurance for an amount not less than \$20 million.