

ATTACHMENT TO AGENDA ITEM

Ordinary Meeting

20 October 2015

Agenda Item 10.9 Goulburn Broken Greenhouse Alliance Memorandum of Understanding

Attachment 1 GBGA Rules of Operation..... 642

Attachment 2 GBGA MoU 2015-17 - Shepparton 15-07-15..... 657



Rules for the operation of the

***Goulburn Broken
Greenhouse Alliance***

Final – 15/07/15

Rules for the operation of the Goulburn Broken Greenhouse Alliance

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Rules for the operation of the Goulburn Broken Greenhouse Alliance

WHEREAS:

- A The Goulburn Broken Greenhouse Alliance is an unincorporated association auspiced by the Goulburn Valley Waste and Resource Recovery Group.
- B The members of the Alliance have developed these Rules to govern the operation and activities of the Alliance.

OPERATIVE PROVISIONS**DEFINITIONS**

In the Rules:

“**AGM**” means Annual General Meeting of Alliance members.

“**Alliance**” means the Goulburn Broken Greenhouse Alliance including its members.

“**Alliance Committee**” means the committee of management of the Alliance

“**Associate Member**” means an organisation included in Schedule 2 as an Associate Member of the Alliance for the time being which does not contribute financially to the operations of the Alliance.

“**Annual Business Plan**” means the Annual Business Plan prepared by the Alliance.

“**the Board**” means the board of the Group.

“**Group Nominee**” means a person nominated from the Group.

“**Charter of Corporate Governance**” means the Charter of Corporate Governance of the Group

“**Committee Member**” means a member of the Alliance Committee

“**Councillor Representative**” means a councillor appointed by a member to attend meetings of the Alliance.

“**EGM**” means Extra-ordinary General Meeting of Alliance members.

“**Executive Officer**” means an officer appointed to execute or oversee the execution of all Alliance decisions and to ensure that Alliance affairs are conducted in compliance with these Rules, any adopted plans, and the law.

“**the Group**” means the Goulburn Valley Waste and Resource Recovery Group.

“**Member**” means an organisation included in Schedule 1 as a Member of the Alliance.

“**Member Contribution**” means a financial contribution made by a member to the Alliance.

“**Memorandum of Understanding (MoU)**” means a document that provides framework for cooperation between the Alliance members in the planning, development and delivery of projects.

“**Project Partner**” means an organization that is not a Member but which is prepared to contribute financially, in kind or by grant preparation, for a specified duration and purpose, to a project approved by the Alliance.

“**Projects**” means all activities and initiatives undertaken by the Alliance.

Rules for the operation of the Goulburn Broken Greenhouse Alliance

“**Region**” means the area generally covered by but not exclusively geographically defined by the Goulburn Broken Catchment in Victoria, including those local government areas which straddle or are associated with the regional boundaries.

“**Representative**” means the person appointed by a Member to attend meetings of the Alliance.

“**Substitute Representative**” means the person appointed by a Member to attend meetings of the Alliance in the absence of the Representative or Councillor Representative.

1. PRELIMINARY MATTERS

Name

1.1 The Goulburn Broken Greenhouse Alliance is an unincorporated association with a skill based committee of management, the ‘Alliance Committee’ which acts on behalf of the Alliance.

Commencement Date

1.2 These Rules take effect on the date they are approved by the Alliance in general meeting.

Alliance Mission

1.3 The mission of the Alliance, is to, raise awareness in, and capacity of, the Region to mitigate and adapt to climate change.

Status of Rules

1.4 These Rules have effect as a contract, individually and severally, between the following entities:

- (a) the Alliance including its Members and Associate Members
- (b) the Alliance Committee including its members
- (c) each Project Partner
- (d) each Representative
- (e) the Executive Officer

Under which each entity, including officers, person agrees to observe and perform its obligations under these Rules so far as they apply to that entity, including officers, person.

2. ALLIANCE MEMBERSHIP

Composition

2.1 Members of the Alliance are listed in Schedule 1. Each Member has entered into a Memorandum of Understanding (MoU) with the Alliance and the Group.

Appointment

2.2 Each Member is entitled to appoint a Representative, a Councillor Representative and a Substitute Representative.

Rules for the operation of the Goulburn Broken Greenhouse Alliance

- 2.3 The Executive Officer shall be advised in writing of the names and titles of appointees within the MoU.

Amendments to the MoU appointments shall be made within 21 days of the change occurring.

Failure to Appoint Representative

- 2.4 The failure of a Member or Members to appoint a Representative or to participate in the appointment of additional Representatives within the time prescribed in clause 2.4 does not preclude the remaining Representatives from acting.

Tenure of Office of Representative

- 2.5 A Representative shall hold office until:
- (a) the Representative resigns; or
 - (b) the Representative is replaced by the appointing Member(s); or
 - (c) the Representative's appointment is revoked by the appointing Member(s); or
 - (d) the office of the Representative becomes vacant if the Representative is absent from three consecutive meetings without the prior leave.

Admission of New Members

- 2.6 Any organisation which is not a Member of the Alliance and agrees to be bound by these Rules may be appointed as a Member at an AGM or EGM.
- 2.7 New Members shall be required to enter into a Memorandum of Understanding with the Alliance and the Group prior to the date of admission.
- 2.8 New Members may be required to make a financial contribution to the Alliance as determined by the Alliance Committee prior to the date of admission.
- 2.9 New Members shall be required to comply with any other conditions determined by resolution of the Alliance Committee.

Resignation of Existing Members

- 2.10 A Member may, with the consent of the Alliance, resign from the Alliance, provided at least 12 months' notice of its intention (setting out the reasons) has been given to the Alliance Committee, and the date of effect of such resignation coincides with the end of financial year.

Meetings

- 2.11 Members shall meet at Annual General Meetings (AGMs) for the following purposes:
- (a) to appoint Alliance Committee member(s);
 - (b) to amend these rules;
 - (c) to appoint new members;
 - (d) to accept resignations of existing members;
 - (e) determine member contributions; and
 - (f) dissolve the Alliance.

Rules for the operation of the Goulburn Broken Greenhouse Alliance

- 2.12 Members shall meet at Extra-ordinary General Meetings (EGMs) for the following purposes:
- (a) to appoint Alliance Committee member(s);
 - (b) to amend these rules;
 - (c) to appoint new members;
 - (d) to accept resignations of existing members;
 - (e) determine member contributions;
 - (f) to resolve disputes; and
 - (g) dissolve the Alliance.

Members shall meet informally at Regular Meetings in accordance with the Alliance objectives and the Annual Business Plan.

3. ALLIANCE COMMITTEE MEMBERSHIP

Composition

- 3.1 The Alliance Committee will consist of at least four(4) but no more than nine (9) members.
- 3.2 Members should be skill based and capable of making a valuable contribution to the Alliance Committee.
- 3.3 The Alliance Committee must include a nominee of the Group ("the Group Nominee").
- 3.4 The Alliance Committee may include one (1) person who is independent of the Alliance membership.
- 3.5 The Executive Officer is not to be a member of the Alliance Committee.

Authority

- 3.6 The Alliance Committee is authorised to:
 - (a) Appoint and manage the Executive Officer;
 - (b) Appoint project officers as required;
 - (c) Endorse the Annual Report;
 - (d) Endorse the Annual Business Plan including detailed Budget;
 - (e) Endorse the rolling three year Strategic Plan for Alliance member endorsement;
 - (f) Ensure the Alliance is complying with its legal and financial obligations;
 - (g) Ensure the Alliance is adequately resourced to meet its obligations;
 - (h) Comply with its legal and financial obligations;
 - (i) Appoint and operate Working Groups (as required);
 - (j) Monitor Alliance performance against the Annual Business Plan including Budget;
 - (k) Ensure the Alliance is financially solvent at all times;
 - (l) Seek any information it requires from:
 - any employee
 - internal and external audit
 - external parties;

Rules for the operation of the Goulburn Broken Greenhouse Alliance

- (m) Obtain outside legal, financial or other professional advice to assist in undertaking its oversight responsibilities.

Appointment

- 3.7 Except for the Group Nominee, members of the Alliance Committee will be appointed by the Alliance Members at the Annual General Meeting.
- 3.8 The Group Nominee will be appointed by the Group's Board.
- 3.9 The Chairperson of the Alliance Committee will be selected by the Alliance Committee at least every three years.
- 3.10 Members of the Alliance Committee will be appointed for a two year term of office.
- 3.11 Each new member is required to complete the Alliance Committee induction requirements. This induction functions to equip committee members with operational knowledge of their role, organisational structure and organisational documents.

Tenure of Office of Alliance Committee Member

- 3.12 A member of the Alliance Committee shall hold office until:
- (a) the member resigns; or
 - (b) the Group Nominee is replaced by the Group; or
 - (c) the member's appointment is revoked by the Alliance at an AGM or an EGM; or
 - (d) the member is absent from three consecutive Alliance Committee meetings without the prior leave of the Alliance Committee.

Appointment of Skilled Persons to Attend Meetings

- 3.13 The Alliance Committee may by agreement appoint persons with appropriate skills and expertise to provide their skills and expertise at meetings of the Alliance Committee for such period or periods as the members shall decide from time to time. Such persons do not have the right to vote at Alliance Committee meetings.

Appointment of Working Groups

- 3.14 The Alliance Committee may by agreement establish Working Groups to consider and develop recommendations on technical and operational matters for consideration by the Alliance Committee. Operation and membership of Working Groups will be subject to terms of reference developed and approved by the Alliance Committee. At least one Alliance Committee member will attend all Working Group meetings. Membership of Working Groups may be comprised of Members, Associate Members and Project Partners and others as determined by the Alliance Committee.

Secretarial services

- 3.15 The Executive Officer will act as the secretary of the Alliance Committee. The secretary will assist the Chairperson to develop and distribute agendas, papers, minutes and calendar.

Rules for the operation of the Goulburn Broken Greenhouse Alliance

4. ALLIANCE COMMITTEE MEETINGSChairing of Meetings

- 4.1 In the absence of the Chairperson, Alliance Committee members at the Meeting will choose an Alliance Committee member to chair that particular Meeting.

Conduct of Meetings

- 4.2 In the event of the voting on a motion being tied, the Chairperson has the option of a second vote or to defer the decision to a vote at the next Alliance Committee meeting.

Voting

- 4.3 Each Alliance Committee member shall have one vote except for the Chairperson who may exercise a second vote if voting on a motion is tied.

Meeting Place

- 4.4 The Alliance Committee shall meet at any place nominated by resolution of the Alliance Committee.

Frequency of Meetings

- 4.5 The Alliance shall hold at least one meeting each quarter.

Notice of Meetings

- 4.6 The Executive Officer must give to all Alliance Committee members at least fourteen (14) days' notice for a meeting.
- 4.7 Such notice shall be deemed to have been sufficiently given if forwarded by prepaid post or email or facsimile.

Quorum

- 4.8 A quorum of the Alliance Committee shall be three members and no business shall be conducted unless a quorum is present.

Minutes

- 4.9 The Chairperson must arrange for minutes of each meeting to be kept. These minutes must be submitted to the next meeting of the Alliance Committee for confirmation. The minutes must also be submitted to the Board.
- 4.10 When the minutes are confirmed the Chairperson at the meeting must sign the minutes and certify that they have been confirmed. The minutes of a meeting must:
- (a) contain details of the proceedings and resolutions made;
 - (b) be clearly expressed and self-explanatory;
 - (c) be a true and balanced reflection of the discussion and decisions of participants;
 - (d) in relation to resolutions recorded in the minutes, incorporate relevant reports or a summary of the relevant reports considered in the decision making process; and
 - (e) be available to Representatives within two weeks of the meeting.

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- 4.11 The draft minutes must be submitted to Alliance Members and the Board within 21 days of the date of the meeting. The final minutes must be submitted to Alliance Members and the Board within two weeks of the meeting at which the minutes were confirmed.

Conflicts of Interest

- 4.12 Alliance Committee members will be invited to disclose conflicts of interest at the commencement of each meeting. Ongoing conflicts of interest need not be disclosed at each meeting once acknowledged. Where members or invitees are deemed to have a real or perceived conflict of interest, they will be excused from the Alliance Committee discussions on the issue where conflict exists.

Meeting Allowances and Reimbursement of Alliance Committee Member Expenses

- 4.13 Meeting allowances or fees may be provided for Alliance Committee members, subject to applicable Government guidelines.

Attendance by Observers

- 4.14 Each Member may appoint an observer who may attend Alliance Committee meetings, but may not participate in discussions on resolutions or vote on resolutions.

5. CONDUCT OF ALLIANCE MEMBER AGM AND EGM MEETINGS

Calling of EGM

- 5.1 Members with at least 30% of the votes at a general meeting may call, and arrange to hold, an EGM. The members calling the meeting must pay the expenses of calling and holding the meeting.

Chairperson

- 5.2 Meetings of members must be chaired by a Chairperson who must be a Representative and shall be elected by the Alliance Members from time to time.
- 5.3 This is pursuant to the Chairperson holding office until:
- (a) he/she resigns; or
 - (b) his/her tenure of office as a Representative expires; or
 - (c) the election of a replacement Chairperson.

Chairing of Meetings

- 5.4 In the absence of the Chairperson, Representatives present at the meeting will choose a Representative to chair that particular meeting.
- 5.5 The person chairing the meeting shall have the casting vote if voting on a motion is tied.

Voting

- 5.6 Each Alliance Member shall have two votes which may be exercised by its Representative and Councillor Representative or, in the absence of its Representative or Councillor Representative, by its Substitute Representative.
- 5.7 In the event of the voting on a motion being tied, the Chairperson shall have a casting vote.

Rules for the operation of the Goulburn Broken Greenhouse Alliance

Meeting Place

- 5.8 AGMs and EGMs shall meet at any place nominated by resolution of the Alliance Committee.

Frequency of Meetings

- 5.9 The AGM shall be held no later than the 30th September each year.
- 5.10 EGMs shall be held no earlier than 21 days after notice is given and no later than 30 days after notice is given.

Notice of Meetings

- 5.11 The Executive Officer must give to all Members and Representatives at least twenty one (21) days' notice for the AGM and EGMs;
- 5.12 Such notice shall be deemed to have been sufficiently given if forwarded by prepaid post or email or facsimile.

Quorum

- 5.13 A quorum at AGMs and EGMs shall be 5 members or a majority of members, whichever is greater, and no business shall be conducted unless a quorum is present.

Minutes

- 5.14 The Chairperson must arrange for minutes of each AGM and EGM meeting to be kept. These minutes must be submitted to the next AGM or EGM meeting for confirmation.
- 5.15 The draft minutes must be submitted to the Alliance Committee and the Board within 21 days of the date of the meeting. The final minutes must be submitted to the Alliance Committee and the Board within two weeks of the meeting at which the minutes were confirmed.
- 5.16 When the minutes are confirmed the Chairperson at the meeting must sign the minutes and certify that they have been confirmed. The minutes of a meeting of the Alliance must:
- (a) contain details of the proceedings and resolutions made;
 - (b) be clearly expressed and self-explanatory;
 - (c) be a true and balanced reflection of the discussion and decisions of participants;
 - (d) in relation to resolutions recorded in the minutes, incorporate relevant reports or a summary of the relevant reports considered in the decision making process:
and
 - (e) be available to Representatives within two weeks of the meeting.

Meeting Allowances and Reimbursement of Representative Expenses

- 5.17 The Alliance may provide AGM and EGM meeting allowances or fees for Councillor Representatives, and reimburse Councillor Representatives for expenses that they incur as a result of their duties as Councillor Representatives, subject to applicable Government guidelines or instructions and prior board approval.

Rules for the operation of the Goulburn Broken Greenhouse Alliance

6. CONDUCT OF REGULAR ALLIANCE MEMBER MEETINGSChairing of Meetings

- 6.1 Regular meetings will be conducted by the Executive Officer.
- 6.2 In the absence of the Executive Officer, Representatives present at the meeting will choose a Representative to chair that particular meeting.

Dispute resolution

- 6.3 Regular meetings will be based upon consensus decisions.
- 6.4 Disputes will be referred to the Alliance Committee.
- 6.5 If the dispute is not adequately addressed by the Alliance Committee the matter may be referred to an EGM.

Meeting Place

- 6.6 Regular meetings shall meet at any place nominated by resolution of the Members.

Frequency of Meetings

- 6.7 Regular meetings shall be held at least once every six months.

Notice of Meetings

- 6.8 The Executive Officer must give to all Members and Representatives at least seven days' notice for the Regular meetings.
- 6.9 Such notice shall be deemed to have been sufficiently given if forwarded by prepaid post or email or facsimile.

Quorum

- 6.10 No quorum is set.

Minutes

- 6.11 The Chairperson must arrange for minutes to be kept. These minutes must be submitted to the next Regular Meeting for confirmation.
- 6.12 The draft minutes must be submitted to the Alliance Committee within 21 days of the date of the meeting. The final minutes must be submitted to the Alliance Committee within two weeks of the meeting in which the minutes are confirmed.
- 6.13 When the minutes are confirmed the Chairperson must sign the minutes and certify that they have been confirmed.

Meeting Allowances and Reimbursement of Representative Expenses

- 6.14 No meeting allowances will be provided for Regular Meetings.

Rules for the operation of the Goulburn Broken Greenhouse Alliance

7. CHARTER OF CORPORATE GOVERNANCE

- 7.1 The Alliance including Members and the Alliance Committee will comply with the GVWRRG Charter of Corporate Governance except for when specific clauses are inconsistent with the Rules of Operation in which case the Rules of Operation will apply or when specific clauses are not relevant to the activities and operation of the Alliance.

8. INSURANCES

- 8.1 The Alliance will maintain relevant insurances to cover the activities of the Alliance (Professional Indemnity, Professional Liability, Workcover, Committee Members and Officers).

9. FINANCIAL

- 9.1 The Alliance must prepare and maintain its own financial accounts. This includes the preparation of monthly accounts and the operation of a bank account.
- 9.2 These financial accounts must be transparent, segment individual project income and expenses, and declare and accounted for all sources of income including in-kind support from members.
- 9.3 The Alliance shall be responsible for all its operational costs including employment, bookkeeping and accounting, legal, office, IT, insurances, travel and accommodation.
- 9.4 The financial affairs of the Alliance will be managed by the Alliance Committee in accordance with policy and procedures and audit requirements of the Group. The financial health of the Alliance must be an agenda item at each Alliance Committee meeting. Each meeting agenda must be accompanied by a balance sheet and profit and loss statement for the year to date.
- 9.3 The methods by which Member contributions will be calculated will be determined or varied by resolution of the Alliance members passed by a simple majority at an AGM or EGM. Member contributions will be documented in each Member's Memorandum of Understanding with the Alliance.
- 9.4 Costs associated with any projects undertaken by the Alliance shall be funded from a contribution or contributions from Members and project partners as apportioned by the Alliance or from external project funds.
- 9.5 Contributions pursuant to clause 9.3 must be approved by the Alliance Committee on the basis of an assessment of the benefit to be derived by each Member and project partners from the projects undertaken.
- 9.6 The Alliance must use any money it receives for the purposes and in the ways set out in the Annual Budget approved by the Alliance Committee.

Rules for the operation of the Goulburn Broken Greenhouse Alliance

10. PAYMENT OF MEMBER CONTRIBUTIONS

- 10.1 A Member must pay to the Alliance on or before 31st July (or such date agreed by it and the Alliance) the amount set out in the budget as the amount the Alliance will require from the Member.
- 10.2 Failure of any Member to pay the amount set out in the budget within three months of the amount falling due will result in the Member being suspended from the Alliance.

11. ANNUAL BUSINESS PLAN AND BUDGET

- 11.1 The Alliance Committee must endorse and submit the Alliance's Annual Business Plan to its Members.
- 11.2 The Annual Business Plan is for the July to June Financial year.
- 11.3 The Annual Business Plan for the forthcoming year must be approved by the Alliance Committee by 31st May of the previous financial year.
- 11.4 The Business Plan will include a detailed budget for the financial year and a three year rolling Strategic Plan that sets out the intended budget and that the amounts to be requested from Members. The detailed budget should include committed external funding to give effect to projects agreed by Members.
- 11.5 The detailed budget must show how the Alliance proposes to finance its expenditure, the source of its funds and the amount of money it will require from each of its Members.

12. DISSOLUTION OF THE ALLIANCE

- 12.1 The Alliance may be wound up voluntarily if the Alliance resolves accordingly by at least two-thirds of the Members at an AGM or EGM.

13. AMENDING THESE RULES

- 13.1 The provisions of these Rules may be varied, added to or deleted at an AGM or EGM by resolution of the Alliance passed by at least two-thirds of the Members.

Rules for the operation of the Goulburn Broken Greenhouse Alliance

SCHEDULE 1

Members of the Goulburn Broken Greenhouse Alliance

Organisations which are members of the Goulburn Broken Greenhouse Alliance are:

Campaspe Shire Council,
Moirra Shire Council;
Murrindindi Shire Council;
Mitchell Shire Council;
Mansfield Shire Council;
Strathbogie Shire Council;
Greater Shepparton City Council;
Benalla Rural City Council;
Goulburn Broken Catchment Management Authority; and
Goulburn Valley Waste and Resource Recovery Group

Associate Members of the Goulburn Broken Greenhouse Alliance

None

**Memorandum of Understanding
Goulburn Broken Greenhouse Alliance**



MEMORANDUM OF UNDERSTANDING dated the day of 2015

BETWEEN

Greater Shepparton City Council (“Member”)

and

Goulburn Broken Greenhouse Alliance of 30 Benalla Road, Shepparton, 3630 (“Alliance”)

and

Goulburn Valley Waste and Resource Recovery Group of 30 Benalla Road, Shepparton, 3630 (“GVWRR Group”)

being the parties to this Memorandum of Understanding (MoU).

1. Introduction

The Goulburn Broken Greenhouse Alliance (The Alliance) was established in 2007 to promote regional action on climate change. Members are currently drawn from the Goulburn Broken Catchment Management Authority and the eight municipalities of Greater Shepparton City Council, Moira Shire Council, Benalla Rural City Council, Strathbogie Shire Council, Mitchell Shire Council, Mansfield Shire Council, Murrindindi Shire Council and Campaspe Shire Council. The Alliance has a skills based committee of management, the Alliance Committee, which acts on behalf of the Alliance.

The Goulburn Valley Waste and Resource Recovery Group (GVWRR Group) is also a member of the Alliance and has agreed to auspice the Alliance. The GVWRR Group will hold the Alliance’s funds and applies those funds in accordance with directions received from the Alliance Committee. The Group will also employ an Executive Officer and project officers (as required) on the Alliance’s behalf and provides various in-kind contributions to the Alliance’s operations.

The Alliance’s mission is to raise awareness and capacity of the region to respond to mitigate and adapt to climate change.

Purpose

The purpose of this MoU is to provide a framework for cooperation between the parties in the planning, development and delivery of projects as agreed by the members involved in the Alliance.

Specifically, this MoU has been prepared to establish:

- Members’ funding commitment to the Alliance; and

GBGA MoU – Between Greater Shepparton City Council, Goulburn Broken Greenhouse Alliance and Goulburn Valley Waste and Resource Recovery Group

- The roles and responsibilities of members.

2. Key Principles

The key principles of the MoU are as follows:

- The members will work collaboratively to achieve the agreed outcomes;
- The members will monitor the success or otherwise of initiatives entered into as a result of the MoU; and
- The members will work collaboratively to solve problems as they arise.

3. Member Contribution

All Alliance members provide funding to maintain the Alliance's operational functions, as undertaken by the Alliance Executive Officer. The GVWRR Group have received these funds on behalf of all GBGA members, and allocate the funds to the agreed activities of the Alliance.

Member contributions have been agreed at \$0.30 per head of population (with the Goulburn Broken Catchment Management Authority having an individual arrangement). Future contributions will include a 2.5% increase.

Greater Shepparton City Council's annual member contribution

Year	Contribution Amount
2015/16	\$20,126
2016/17	\$20,629

5. GVWRRG Obligations

GVWRR Group will act as the auspicing member of the Alliance and will:

- receive Alliance funds (consisting of member contributions, grants and funds from other sources) and hold Alliance funds in a bank account;
- allocate Alliance funds to in accordance with the projects approved by the Alliance Committee;
- employ the Alliance Executive Officer and Project Officers as required and manage all Human Resource requirements including payroll;
- provide the relevant insurances to cover the activities of the Alliance staff;
- pay the Alliance Executive Officer and Project Officers using Alliance funds; and
- provide support to the Executive Officer in the resolution of organisational disputes and issues and they may arise.

GBGA MoU – Between Greater Shepparton City Council, Goulburn Broken Greenhouse Alliance and Goulburn Valley Waste and Resource Recovery Group

6. Alliance Committee Obligations

The parties authorise the Alliance Committee to:

- a) Appoint and manage the Executive Officer of the Alliance;
- b) Appoint Project Officers as required;
- c) Endorse the Annual Report;
- d) Endorse the Annual Business Plan including detailed Budget;
- e) Endorse the rolling three year Strategic Plan for Alliance member endorsement;
- f) Ensure the Alliance is complying with its legal and financial obligations;
- g) Ensure the Alliance is adequately resourced to meet its obligations;
- h) Appoint and operate Working Groups;
- i) Monitor Alliance performance against the Annual Business Plan including Budget;
- j) Ensure the Alliance is financially solvent at all times;
- k) Seek any information it requires from:
 - Any employee;
 - Internal and external audit; or
 - External parties; and
- l) Obtain outside legal, financial or other professional advice to assist in undertaking its oversight responsibilities.

7. Common Obligations

All members undertake to cooperate with each other in carrying out the work of the Alliance and to use their best endeavors to ensure that work is carried out.

Each of the members agrees to nominate a representative, substitute representative and councillor representative for the Alliance.

The Rules for the operation of the Alliance are attached as Appendix 1.

8. Operational Arrangements

The operation and conduct of the Alliance Executive Officer will be in accordance with the policy the GVWRR Group as amended from time to time.

GBGA MoU – Between Greater Shepparton City Council, Goulburn Broken Greenhouse Alliance and Goulburn Valley Waste and Resource Recovery Group

9. Conduct of Members

Members acknowledge that they have a mutual interest in the successful planning, development and delivery of Alliance projects.

10. Sharing of Information

Members will, where reasonably possible, share information relevant to the Alliance with each other. In the normal course of events, the members will work on the assumption that information should be freely exchanged.

11. Confidentiality

Members must keep confidential and not allow, make or cause any disclosure of, or in relation to confidential information to which they have access as members of the Alliance, without the prior written consent of the party which owns the rights to the confidential information. Such consent may be given or withheld, or given with directions, at the owning party's sole discretion.

12. Concern Arising from Action or Inaction of the GBGA Executive Officer

Where there is a concern as a result of action or inaction of the Alliance Executive Officer, notice will be provided to the Alliance Committee.

13. Dispute Resolution

Members agree to resolve disputes quickly to minimise any delay to the work of the Alliance. If any dispute arises between members and cannot be resolved they will be referred to the Alliance Committee. If the dispute is not adequately addressed at the Alliance Committee the matter may be referred to an Extra-ordinary General Meeting of the Alliance and or the Auspicing organisation.

14. Termination of MoU

A member may with the consent of the Alliance resign from the Alliance, provided at least 12 months notice of intention (setting out the reasons) has been given to the Alliance Committee and the date of effect such resignation coincides with the end of financial year.

15. Indemnity

The member agrees to indemnify and to keep indemnified the GVVRR Group and the Alliance, their servants and agents, and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, in connection with the member's performance or purported performance of its obligations under this MoU, and which is directly related to the negligent acts, errors or omissions of the members.

The member's liability to indemnify:

- a) GVWRR Group, its servants and agents shall be reduced proportionately to the extent that any act or omission of GVWRR Group, its servants or agents, contributed to the loss or liability; and
- b) the Alliance, its servants and agents shall be reduced proportionately to the extent that any act or omission of the Alliance, its servants or agents, contributed to the loss or liability.

16. Representatives of Members

Members shall each nominate a representative and a substitute representative who are responsible for any consultation and monitoring required under this MoU and to whom all notices and communications are to be sent. These representatives are:

Alliance Representative to be nominated by

Alliance Substitute Representative to be nominated by

Alliance Councillor Representative to be nominated by

17. Review of this MoU

This MoU will be reviewed at regular intervals and following a number of triggering events which may include:

- The expiry of this MoU, in which case the review will occur at six months prior to this expiry; and
- Members have decided and advised not to continue with the Alliance.

18. Expiry of MoU

The MoU will expire on 30 June 2017.

19. Associated documents

Appendix 1 – Rules for the Operation of the Alliance

EXECUTED as an agreement.

SIGNED by for and on behalf of **Greater Shepparton City Council**

.....
Authorised signatory

under an instrument of delegation dated
In the presence of:

.....
Witness

.....
Name of witness (PRINT)

SIGNED by Nicholas Nagle for and on behalf of **Goulburn Valley Waste and Resource Recovery Group,**



.....
Authorised signatory

under an instrument of delegation dated 20/07/15
In the presence of:



.....
Witness

Thomas Brown
.....
Name of witness (PRINT)

SIGNED by Thomas Brown for and on behalf of **Goulburn Broken Greenhouse Alliance,**



.....
Authorised signatory

GBGA MoU – Between Greater Shepparton City Council, Goulburn Broken Greenhouse Alliance and Goulburn Valley Waste and Resource Recovery Group