

## 5.12. REEF GUARDIAN COUNCILS MEMORANDUM OF UNDERSTANDING

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<b>EXECUTIVE OFFICER</b>	Kerrie Hawkes, Executive Officer
<b>DEPARTMENT</b>	CEO Unit

### RECOMMENDATION

**That Council:**

- 1. resolves to sign the Memorandum of Understanding and letter of request to continue participation in the Reef Guardian Council program; and**
- 2. delegates authority to the Mayor and Chief Executive Officer in accordance with the Local Government Act 2009 to finalise any minor amendments and execute the Memorandum of Understanding and letter of request.**

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### EXECUTIVE SUMMARY

The Reef Guardian Council program has been developed by the Great Barrier Reef Marine Park Authority (GBRMPA) as a vehicle for engendering community aspirations towards protection of the Great Barrier Reef through education, information sharing and involvement in on-the-ground actions. Through the program the Council and community can pursue opportunities that:

- Strengthen local economies
- Promote Council's environmental efforts
- Expose Council to innovative ideas from other regions
- Improve environment and beautification of living space through e.g. better water quality, more trees
- Require leverage from external endorsement, promotion, funding and/or marketing

Council is a current signatory to the Reef Guardian Council network. The memorandum of understanding between GBRMPA and Council is required to be renewed following the local government election. This memorandum will commence from the date of execution of the memorandum by the last party and will terminate within 60 days from the finalisation of a local government election or 30 days from the date upon which written notice is provided by one party to the other party that the memorandum is terminated.

### BACKGROUND

The goal of the program is to achieve better environmental outcomes for the Great Barrier Reef through local government actions in natural resource management and improvements in local government and community capacity.

To achieve the goal, the Reef Guardian Council program has five main objectives:

1. To develop a mutually beneficial partnership between GBRMPA and local government bodies
2. To recognise and foster environmental stewardship for the Great Barrier Reef from local government and the general community

3. To raise awareness and encourage best management practice in local government activities, while recognising that effective protection and management of the Great Barrier Reef requires partnerships at all levels of government and the community
4. Promote and advocate local government actions in natural resource management
5. Facilitate information sharing and exchange to improve local government capacity.

#### **COMMENT**

As part of the MOU between the Council and GBRMPA the Council is required to incorporate the goal and the objectives of the program into the corporate plan. These are consistent with the principles of ecological sustainable development and with Douglas Shire Council's Corporate Plan 2014 – 2019.

#### **PROPOSAL**

That Council signs the MOU and continues to participate in the Reef Guardian Councils program including Mayoral/Councillor representation on the Reef Guardian Councils' steering group and officer representation on the Reef Guardian Councils' working group.

#### **FINANCIAL/RESOURCE IMPLICATIONS**

The Reef Guardian Council program recognises and promotes local government actions that improve environmental outcomes for the Great Barrier Reef. No additional Council or GBRMPA financial resources are expected however GBRMPA will seek to promote the council's activities under the program to attract further funding for the council. Participation in the program requires Council officer presence at two working group meetings per year and annual reporting requirements.

#### **RISK MANAGEMENT IMPLICATIONS**

No additional risk management implications

#### **SUSTAINABILITY IMPLICATIONS**

- |                       |   |
|-----------------------|---|
| <b>Economic:</b>      | Little additional Council resources required  |
| <b>Environmental:</b> | Improvement in community perception of Council's environmental credibility.<br><br>Reinforcement of environment stewardship focus throughout Council operations |
| <b>Social:</b>        | Promotion of ideas for community participation in protection of the Great Barrier Reef  |

## **CORPORATE/OPERATIONAL PLAN, POLICY REFERENCE**

This report has been prepared in accordance with the following:

### **Corporate Plan 2014-2019 Initiatives:**

#### **Theme 3 - Improve Environmental Performance**

*3.1.1 - Undertake a review of the Douglas Shire Planning Scheme acknowledging impacts of climate change so that Council and our communities can appropriately respond.*

*3.1.3 - Develop management plans for Council's parks and reserves including coastal reserves and foreshore areas.*

*3.1.4 - Promote a culture within our communities of "zero tolerance to littering" and introduce an educational, regulatory and enforcement regime to underpin it.*

*3.1.5 - Investigate opportunities for improved recycling and re-use of waste deposited at landfill sites.*

*3.2.1 - Identify and invest in energy reduction initiatives in Council-owned facilities and in the delivery of services.*

*3.2.2 - Investigate opportunities for efficiencies in water use including the use of recycled water.*

*3.2.3 - Investigate process improvements at Council's wastewater treatment plants to improve wastewater quality, save energy and identify markets for end products.*

*3.2.4 - Investigate opportunities to reduce and/or eliminate the use of harmful pesticides, herbicides and chemicals in Council operations and implement environmentally responsible alternatives.*

#### **Theme 4 - Engage, Plan, Partner**

*4.2.2 - Provide leadership to secure beneficial social, environmental and economic outcomes for the Shire.*

*4.2.3 - Work with regional, state, national and international stakeholders to promote beneficial partnerships to support strong, resilient and sustainable communities.*

### **Operational Plan 2015-2016 Actions:**

*DE6 - Engage a new sustainability officer.*

*DE7 - Develop and adopt a Corporate Sustainability Strategy.*

## COUNCIL'S ROLE

Council can play a number of different roles in certain circumstances and it is important to be clear about which role is appropriate for a specific purpose or circumstance. The implementation of actions will be a collective effort and Council's involvement will vary from information only through to full responsibility for delivery.

The following areas outline where Council has a clear responsibility to act:

<b>Asset-Owner</b>	Meeting the responsibilities associated with owning or being the custodian of assets such as infrastructure.
<b>Facilitator</b>	Bringing people together to develop solutions to problems
<b>Information Provider</b>	Bringing people together to develop solutions to problems.

## CONSULTATION

**Internal:** General Manager Operations  
Sustainability Officer

**External:** Local governments and GBRMPA have been developing the Reef Guardian Council concept and program for several years.

## COMMUNITY ENGAGEMENT

Nil

## ATTACHMENTS

Attachment 1 - Memorandum of understanding between Douglas Shire Council and Great Barrier Reef Marine Park Authority



**Australian Government**

**Great Barrier Reef  
Marine Park Authority**



# **Reef Guardian Council Program Memorandum of Understanding 2016–2020**

## **Between the Great Barrier Reef Marine Park Authority and Douglas Shire Council**



Date .....

This Memorandum is made between the following parties:

**The Commonwealth of Australia acting through the Great Barrier Reef Marine Park Authority (GBRMPA)**

and

**The Douglas Shire Council (the Council)**

## **Context**

This Memorandum is made in the following context:

- A. GBRMPA is responsible for the management of the Great Barrier Reef Marine Park pursuant to section 7(1B) of the *Great Barrier Reef Marine Park Act 1975*.
- B. GBRMPA has developed the Reef Guardian Council Program as a vehicle for engendering community change to promote the protection, restoration and management of the Great Barrier Reef through education, information sharing and active involvement.
- C. GBRMPA has requested that the Council co-operate to achieve the objectives of the Program. The Council has agreed to co-operate with GBRMPA to achieve the objectives of the Program in accordance with the provisions of this Memorandum.
- D. This Memorandum is not intended to create legally enforceable obligations between GBRMPA and the Council, except for the provisions of clause 11 (Promotional Material and Intellectual Property) and the Licence at Schedule B to this Memorandum.

## **Operative Provisions**

The parties agree as follows:

### **1. Definitions and Interpretation**

#### **1.1 Definitions**

**Act** means the *Great Barrier Reef Marine Park Act 1975*.

**Action Plan** means the Action Plan prepared by the Council in accordance with clause 8 of this Memorandum using the template at Schedule A to this Memorandum.

**Council** means the Douglas Shire Council.

**Coastal Ecosystems** means inshore, coastal and adjacent catchment ecosystems that connect the land and sea and have the potential to influence the health and resilience of the Great Barrier Reef.

**GBRMPA** means the Great Barrier Reef Marine Park Authority on behalf of the Commonwealth of Australia.

**Highlights Report** means the report by the Council in accordance with clause 7.1 of this Memorandum focusing on the progress of key projects identified in the Action Plan.

**Licence** means the Non Exclusive Deed of Licence to use the Reef Guardian Council Trademark attached at Schedule B to this Memorandum.

**Local Government** means a local government established under the *Local Government Act 2009* (QLD).

**Marine Park** means the Great Barrier Reef Marine Park.

**Memorandum** means this Memorandum of Understanding and any Schedules.

**Program** means the Reef Guardian Council Program.

**Reef 2050 Long-term Sustainability Plan** means the overarching framework for protecting and managing the Great Barrier Reef from 2015 to 2050. The Plan is a key component of the Australian Government's response to the recommendations of the UNESCO World Heritage Committee.

**Reef Guardian Council Brand** means the name, Trademark and design scheme of the Program which represents the Program's implicit values, ideas and integrity.

**Reef Guardian Council Operational Team** means the Reef Guardian Council Operational Team formed in accordance with clause 5.1, or an existing Council sub-committee which meets the criteria outlined in clause 5.1.

**Reef Guardian School** means a school that participates in the Reef Guardian Schools Program.

**Reef Guardian Schools Program** means the action-based school program developed by the GBRMPA to encourage behavioural change to protect the Marine Park.

**Reef Guardian Council Steering Committee** means a meeting of Mayors and CEOs convened by GBRMPA at least once a year to discuss shared issues and provide overall direction for the Program.

**Reef Guardian Council Trademark** means the Trademark which appears at Attachment 1 to the Licence.

**Reef Guardian Council Working Group** means a meeting of Council officers which is convened by GBRMPA at least once a year to share best practices, build capacity and discuss operational matters to be raised at the Steering Committee.

**Secure Portal Website** means the secure portal platform provided by GBRMPA for use by Reef Guardian Councils for the purpose of sharing information.

## 1.2 Interpretation

In this Agreement, unless the contrary intention appears:

- a) words importing a gender include any other gender;
- b) words in the singular include the plural and words in the plural include the singular;
- c) clause headings are for convenient reference only and have no effect in limiting or extending the language or provisions to which they refer;
- d) words importing a person includes a partnership and a body whether corporate or otherwise;
- e) a reference to dollars is a reference to Australian dollars;
- f) if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- g) a reference to a contract, agreement, arrangement or understanding entered into by GBRMPA is a reference to such contract, agreement, arrangement or understanding being entered into by GBRMPA on behalf of the Commonwealth of Australia;
- h) a reference to real or personal property held by GBRMPA is a reference to real or personal property held for and on behalf of the Commonwealth of Australia;
- i) a reference to money received by GBRMPA is a reference to money received for and on behalf of the Commonwealth of Australia; and
- j) a reference to a financial liability of GBRMPA is a reference to a financial liability of the Commonwealth of Australia.

## 2. Goal of the Reef Guardian Council Program

2.1 For the purposes of this Memorandum, natural resource management is concerned with the protection, restoration and enhancement of the environmental values and functions of coastal ecosystems in the Great Barrier Reef catchment for human purposes to obtain:

- a) healthy functioning coastal ecosystems in the Great Barrier Reef catchment in which the ecological function integrity of soils, water, flora and fauna is maintained or enhanced wherever possible;

- b) innovative and competitive industries that make use of natural resources, within their capability, to generate wealth for social and economic well-being; and
- c) self-sustaining, proactive communities that are committed to the ecologically sustainable management of natural resources in their region.

2.2 The goal of the Program is to achieve better environmental outcomes for the Great Barrier Reef through Local Government actions in natural resource management and improvements in Local Government and community capacity.

### **3. Objectives of the Reef Guardian Council Program**

3.1 The objectives of the Program are:

- a) to recognise and promote Local Government actions in natural resource management, and facilitate information sharing and exchange to improve Local Governments' capacity to achieve better environmental outcomes for the Great Barrier Reef; and
- b) to develop a mutually beneficial partnership between GBRMPA and Local Government bodies; and
- c) to recognise and foster environmental stewardship for the Great Barrier Reef from Local Governments and the general community; and
- d) to raise awareness and encourage 'best management practice' in Local Government activities, while recognising that effective protection and management of the Great Barrier Reef requires partnerships at all levels of government and the community.

### **4. Responsibilities of GBRMPA**

4.1 GBRMPA will:

- a) consult the Council in any development, review and amendment of the Program;
- b) convene meetings of the Reef Guardian Council Working Group and the Reef Guardian Council Steering Committee at least once each year.
- c) promote the Reef Guardian Council Brand;
- d) actively promote the Council's activities listed in the Action Plan with particular emphasis on the role of these activities in helping to protect the Great Barrier Reef;
- e) where relevant and practical, advocate the actions as highlighted in the Action Plan by:
  - (i) using its networks and influence to promote the Council's activities listed in the Action Plan; and

- (ii) if requested, provide assistance to the Council in compiling project proposals or making funding applications where the proposal or funding is relevant to, or will provide a benefit to, the Program;
- f) manage the Secure Portal Website to facilitate communication and sharing of ideas between all Reef Guardian Councils and GBRMPA; and
- g) supply the Council with a Highlights Report template to enable Council staff to report progress against the Action Plan in accordance with clause 5.1(a)(vii).

## **5. Responsibilities of the Council**

### **5.1 The Council will:**

- a) use its best endeavours to achieve the operational objectives through the guiding principles detailed in clause 9, by:
  - (i) attending meetings of the Reef Guardian Council Steering Committee and Reef Guardian Council Working Group;
  - (ii) forming a Reef Guardian Council Operational Team within the Council or utilising an existing Council institutional arrangement or structure with appropriate membership to implement the operational aspects of the Reef Guardian Council Program;
  - (iii) through these arrangements and in consultation with GBRMPA, developing and maintaining an Action Plan in the form outlined in Schedule A that is consistent with the Reef 2050 Long-term Sustainability Plan, and is provided to GBRMPA within the timeframes in clause 8;
  - (iv) ensuring that the Program objectives are reflected in the Council's business, and integrated into the Council's corporate planning process within 12 months of the commencement date or at the end of the term of this Memorandum, whichever is sooner;
  - (v) committing to working with the GBRMPA Communications team and the GBRMPA Stewardship team to identify and develop communication and partnership opportunities;
  - (vi) implementing the actions as listed in the Action Plan; and
  - (vii) providing an annual Highlights Report focusing on the progress of key projects identified in the Action Plan
- b) contribute to the Secure Portal Website to facilitate communication and sharing of ideas between all Reef Guardian Councils and GBRMPA.

## **6. Mutual Responsibilities**

### **6.1 The GBRMPA and the Council will:**

- a) exchange information, ideas and expertise relevant to the Program throughout the term of this Memorandum;
- b) facilitate the exchange of information, ideas and expertise with other Local Government members of the Program;
- c) cooperate in community education, interpretation and awareness raising from the key objectives in the Program;
- d) seek to form partnerships with other Local Government bodies and natural resource management bodies with a view to benefiting the Program;

- e) encourage and foster partnerships between the Council and Reef Guardian Schools, Fishers, Farmers and Graziers that may be in the Council's Local Government area;
- f) report on activities listed in the Action Plan in accordance with clause 7; and
- g) report on the program at the intervals outlined in the Action Plan (Schedule A).

## **7. Reporting Conditions**

- 7.1 The Council will provide GBRMPA with a Highlights Report focusing on the progress of key projects identified in the Action Plan by 30 October each year;
- 7.2 Additional reporting will occur through an agreed arrangement between GBRMPA and the Council, and may include:
  - a) the Program outcomes, achievements and any monitoring results being reported in the Council's 'Annual Report' or 'State of the Environment' reporting;
  - b) the Program outcomes, achievements and any monitoring results being reported in GBRMPA's Annual Report, Great Barrier Reef Marine Park Outlook Report, and other media; and
  - c) a report generated by an independent organisation contracted by GBRMPA or the Council to provide a report on the Program.

## **8. Timeframes for Action Plan completion**

- 8.1 In order to align the Action Plan completion process with Council budget processes and to encourage active participation in the Reef Guardian program, the following time frames will apply:
  - a) The Council will submit the Action Plan to GBRMPA by 30 September each year;
  - b) If the Council has not submitted an Action Plan in accordance with subparagraph 8.1(a), the Program Manager Reef Guardian Councils will follow up with the operational staff from the Council by 15 October;
  - c) If the Council has not submitted the Action Plan by 31 October, GBRMPA will contact the Council CEO. Any correspondence sent to the Council CEO will also be provided to members of the Reef Guardian Council Steering Committee from the Council;
  - d) If the Council does not provide an Action Plan within one month of correspondence being sent to the Council CEO, it will be considered an inactive Reef Guardian Council with a review to follow. This review will consist of exploratory discussions, between the GBRMPA Stewardship team and the Council concerned, to document the causes for the inactivity. These causes will be presented to the Reef Guardian Council Steering Committee for their consideration and recommended actions.

## **9. The guiding principles to achieve the objectives of the Program**

9.1 The guiding principles for the objectives as provided in clause 3 include:

- a) ensuring that planning requirements in developed and developing Local Government areas reflect the significant values of the adjacent Great Barrier Reef;
- b) managing the impacts on coastal and marine ecosystems through the application of management plans to maintain biodiversity and ecosystem integrity;
- c) influencing and involving the community through active involvement, education and information to promote and facilitate protection of the Great Barrier Reef; and
- d) maintaining the integrity of the Great Barrier Reef through the monitoring of outcomes of actions to address catchment-based pollution sources.

## **10. Term**

10.1 This Memorandum will commence from the date of execution of the Memorandum by the last party and will terminate on the earliest of the following:

- (a) 30 days from the date upon which written notice is provided by one party to the other party that the Memorandum is terminated;
- (b) on execution of a new Memorandum by the parties; or
- (c) 180 days from the finalisation of an election process that decides the composition of the Council.

## **11. Promotional Material and Intellectual Property**

11.1 All promotional material provided to the Council by GBRMPA in connection with the Program remains the property of GBRMPA. All promotional material must be returned to GBRMPA within 30 days after termination of this Memorandum.

11.2 The Council must ensure that the promotional material is used only for the purposes of the Program in accordance with this Memorandum.

11.3 All copyright and intellectual property in the Reef Guardian Council Trademark vests in GBRMPA.

11.4 GBRMPA will grant to the Council a royalty free non-exclusive licence for the Council to use the Reef Guardian Council Trademark for the purposes of the Program and in accordance with the Licence on the Council's provision of a duly executed Licence to GBRMPA.

11.5 The Council must ensure that the Reef Guardian Council Trademark is used strictly in accordance with:

- a) the conditions and restrictions set out in the Licence; and
- b) any directions provided to the Council by GBRMPA.

## **12. Approval to Display Information**

- 12.1 The Council authorises GBRMPA to post the Action Plan on the Secure Portal Website for the purpose of sharing information between Reef Guardian Councils.
- 12.2 The Council authorises GBRMPA to post the following on the GBRMPA Website:
- a) a hyperlink to the Action Plan; and
  - b) the annual Highlights Report,
- for the purpose of sharing information between the Council and the wider community.

### **13. Variation**

This Memorandum may only be varied by both parties agreeing in writing to any variations.

### **14. Management of the Reef Guardian Council Program**

- 14.1 GBRMPA is responsible for the overall management of the Program.
- 14.2 The Council will manage its role in the Program through the Council's Reef Guardian Council Operational Team or through the institutional structures and arrangements as described in clause 5.1 (a)(ii), that meets the criteria outlined in clause 5.1.
- 14.3 The Council will:
- a) review and update the Action Plan annually;
  - b) assist in the facilitation and management of funds derived from activities listed under the Action Plan;
  - c) liaise with other Local Governments where appropriate in seeking to meet the objectives of the Program, including developing further agreements with other Local Governments to assist in achieving the objectives of the Program;
  - d) ensure that the Memorandum is given appropriate consideration by the Council and that the aims and objectives of the Program are reflected in Council's Corporate Planning processes;
  - e) provide a contact point for schools that participate in the Reef Guardian Schools Program in the Council's Local Government area; and
  - f) provide support and advice to other Local Governments that are participating in the Program.

### **15. Management of the Reef Guardian Programs**

- 15.1 GBRMPA is responsible for the overall management of the Reef Guardian Programs, which include:
- Reef Guardian Councils
  - Reef Guardian Schools

- Reef Guardian Fishers
- Reef Guardian Farmers and Graziers

15.2 GBRMPA and the Council will encourage partnerships between the Council and other Reef Guardian participants in the Council's Local Government area on common elements of the respective participants' action plan; however, any further action plans arising from such partnerships will require the prior approval of GBRMPA.

## 16. Indemnity

16.1 The Council indemnifies GBRMPA from and against any:

- a) cost or liability incurred by GBRMPA;
- b) loss of or damage to property of GBRMPA; or
- c) loss or expense incurred by GBRMPA in dealing with any claim against it including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by GBRMPA,

arising from either:

- d) a breach by the Council of this Memorandum; or
- e) an act or omission involving fault on the part of the Council or its personnel in connection with this Memorandum.

16.2 The Council's liability to indemnify GBRMPA under clause 16.1 will be reduced proportionately to the extent that any act or omission involving fault on the part of GBRMPA or its personnel contributes to the relevant cost, liability, loss, damage or expense.

16.3 The right of GBRMPA to be indemnified under this clause 16 is in addition to, and not exclusive of, any other right, power or remedy provided by law, but GBRMPA is not entitled to be compensated in excess of the amount of the relevant cost, liability, loss, damage or expense.

## 17. Insurances

### 17.1 Council must effect and maintain Insurances

Before commencing to carry out its obligations under this Memorandum, the Council must have or take out:

- a) a suitable insurance policy covering the Council against any liability, loss, damage, claim or proceeding whatsoever arising at common law or under any requirement relating to workers compensation as a result of personal injury to, or death of, any person employed by the Council in or about the performance of the services or the obligations of the Council under this Memorandum;

- b) a professional indemnity insurance policy in respect of legal liability arising from a breach of professional duty by reason of any negligent act, error or omission by the Council or any of its employees, agents or contractors. The policy must be for an amount of not less than ten million dollars (\$10,000,000.00) with a reputable insurance company; and
- c) a public liability policy of insurance of not less than twenty million dollars (\$20,000,000.00) with a reputable insurance company covering the insured in respect of any claim arising from the act or omission of the Council or its personnel.

17.2 Clause 17.1 continues in operation for so long as any obligations remain in connection with this Memorandum.

### **17.3 Inspection and Evidence of Insurance**

The Council must, whenever required by GBRMPA, produce to GBRMPA a certificate of currency evidencing compliance with the Council's obligations under clause 17.1.

### **17.4 Failure to obtain Insurance**

If the Council fails to obtain or maintain the insurances required by this Memorandum, GBRMPA may effect the insurances and deduct the cost of effecting that insurance from any moneys that may be or that may become payable to the Council under this Memorandum or may recover that cost as a debt due from the Council.

### **17.5 Effect of Insurance**

The effecting of the insurances in accordance with this clause 17 will not in any way limit the liability or obligations of the Council under this Memorandum.

## **18. Costs**

Each party is responsible for meeting its own costs of and incidental to this Memorandum.

## **19. Disputes**

19.1 Where an issue arises between the parties in relation to any matter in this Memorandum, the nominated contact officers will meet to attempt to resolve the issue within 28 days. The nominated contact officers for the purpose of this Memorandum are:

### **GBRMPA**

General Manager of Policy and Stewardship

### **The Council**

The Chief Executive Officer of Council

This Memorandum of Understanding has been executed as a memorandum on the date shown above

**SIGNED** by the **COMMONWEALTH OF AUSTRALIA** acting through the **GREAT BARRIER REEF MARINE PARK AUTHORITY** by its duly authorised delegate:

.....  
Signature of Authorised Delegate

.....  
Signature of witness

.....  
Full name

.....  
Full name

**SIGNED** for and on behalf of **DOUGLAS SHIRE COUNCIL** by its duly authorised delegate:

.....  
Signature of Authorised Delegate

.....  
Signature of witness

.....  
Full name

.....  
Full name

## **Schedule A - Council Action Plan Template**

## Schedule B

### Non-Exclusive Deed of Licence of Reef Guardian Council Trademark

#### 1. Parties

This Deed of Licence dated .....is made between the following parties:

The Commonwealth of Australia acting through the Great Barrier Reef Marine Park Authority  
2-68 Flinders St  
PO Box 1379 Townsville, Qld 4810

(GBRMPA)

and

Douglas Shire Council  
PO Box 723  
Mossman, Qld 4873  
(the Licensee)

#### 2. Ownership of Copyright and Intellectual Property

GBRMPA is and remains the owner of all copyright and intellectual property in the Reef Guardian Council Trademark (“the Trademark”) that appears at Attachment 1 to this Deed.

#### 3. Grant of rights

GBRMPA grants to the Licensee a non-exclusive, non assignable licence to use the Trademark only for the purposes fulfilling its obligations under the Reef Guardian Councils Memorandum of Understanding 2016-2020 between GBRMPA and the Licensee (the Memorandum) and in accordance with the terms of the Memorandum and this Deed and not for any commercial purpose.

#### 4. Licensee’s obligations

The non-exclusive licence granted in clause 3 is conditional upon the following:

- a) the Trademark must be reproduced by the Licensee in full without any alterations or additions;
- b) the Trademark must be used in the manner specified by the Director of the GBRMPA Communications and Parliamentary Section or other duly authorised person;

- c) each proposed use, reproduction or copy of the Trademark by the Licensee, must be submitted to the Director of the GBRMPA Communication and Parliamentary Section for its prior approval which may be granted on such conditions as are acceptable to GBRMPA in its sole discretion.

## 5. Termination due to default

If the Licensee fails to perform or observe any obligation or undertaking under this Deed GBRMPA may terminate the licence by notice in writing to the Licensee. Where such default is capable of being remedied, GBRMPA will not exercise its right of termination unless :

- (a) it has first given notice specifying the default and requiring the Licensee to remedy it within the time (not being less than 7 days) specified in the notice; and
- (b) the Licensee has not remedied the fault within the time allowed.

## 6. Effect of Termination or expiry of the Memorandum

In the event of expiry or termination of the Memorandum, this Deed will also terminate and the Licensee will forthwith cease using the Trademark.

## 7. Variation

No variation to this Deed is binding unless it is agreed in writing and signed by the parties.

## 8. Proper Law

This Deed will be construed according to the laws of the State of Queensland and the parties agree to submit to the jurisdiction of the courts of the State of Queensland

**SIGNED SEALED AND DELIVERED**  
by the **Commonwealth of Australia**  
acting through the **GREAT BARRIER**  
**REEF MARINE PARK AUTHORITY** by  
its duly authorised delegate

.....  
Signature of Authorised Delegate

.....  
Signature of witness

.....  
Full name

.....  
Full name

**SIGNED SEALED AND DELIVERED**  
for and on behalf of **Douglas Shire**  
**Council** by its duly authorised delegate

.....  
Signature of Authorised Delegate

.....  
Signature of witness

.....  
Full name

.....  
Full name

***Attachment 1***

**The Trademark**



A Great Barrier Reef Marine Park Authority Initiative