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## Terms of Reference – FNQ Water Alliance

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Cairns Regional Council (CRC)  
Cassowary Coast Regional Council (CCRC)  
Cook Shire Council (CSC)  
Croydon Shire Council (CrSC)  
Douglas Shire Council (DSC)  
Etheridge Shire Council (ESC)  
Mareeba Shire Council (MSC)  
Tablelands Regional Council (TRC)  
Wujal Wujal Aboriginal Shire Council (WWASC)  
Yarrabah Aboriginal Shire Council (YASC)

2016 Version

# Table of contents

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	<b>Agreed terms</b>	<b>3</b>
<b>1</b>	<b>Definitions and interpretation</b>	<b>3</b>
	1.1 Definitions	3
<b>2</b>	<b>Term</b>	<b>5</b>
<b>3</b>	<b>General principles</b>	<b>5</b>
<b>4</b>	<b>Relationship between parties</b>	<b>5</b>
<b>5</b>	<b>Key Objectives</b>	<b>5</b>
<b>6</b>	<b>Annual Work Plan</b>	<b>5</b>
<b>7</b>	<b>Obligations of the parties</b>	<b>6</b>
<b>8</b>	<b>Management of Alliance</b>	<b>6</b>
	8.1 Alliance Committee	6
	8.2 Composition of Alliance	6
	8.3 Attendance at meetings	6
	8.4 Authority of Alliance	6
	8.5 Chairperson	6
<b>9</b>	<b>Intellectual Property</b>	<b>7</b>
	9.1 Existing Intellectual Property Rights	7
	9.2 New Intellectual Property Rights	7
<b>10</b>	<b>Costs</b>	<b>7</b>
<b>11</b>	<b>Additional Member Councils</b>	<b>7</b>
<b>12</b>	<b>General</b>	<b>7</b>
	12.1 Amendments	7
<b>13</b>	<b>Execution</b>	<b>7</b>

# Terms of Reference

Dated 20 May 2016

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## Background

- A The Water Industry in regional Queensland is facing unprecedented challenges.
- B The Queensland Water Regional Alliance Program is an industry-led review of potential collaborative arrangements within the water industry. The program was developed by LGAQ, with the Queensland Water Directorate appointed as the program manager and funded by the State Government.
- C The experience within the Industry suggests that a collaborative approach can provide significant benefits both directly (through skill sharing and improved economies of scale) and indirectly (via proactive and consistent engagement with State Government agencies and other stakeholders).
- D The parties wish to work together in a cooperative, coordinated and proactive manner to engage with the State and other stakeholders concerning reform of the water industry in Far North Queensland.
- E The parties have agreed to form a strategic alliance that will enable them to work together in a cooperative, coordinated and proactive manner that is beneficial to the water businesses operated by the parties and the customers of these businesses.
- F The alliance is a technical committee guided by the policies adopted by the FNQROC Board.
- G The parties have agreed to the terms of reference to document, at a high level, the key objectives and agreed actions of the proposed strategic alliance.

## Agreed terms

### 1 Definitions and interpretation

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#### 1.1 Definitions

In this document:

<b>Term</b>	<b>Definition</b>
<b>Agreed Actions</b>	means the actions listed in the Annual Work Plan.
<b>Alliance</b>	means a strategic alliance between FNQROC member Councils where the parties will work together in a cooperative, coordinated and proactive manner, relevant to the direction, structure and scope of water reform, in a manner that is beneficial to both the water businesses operated by the parties and the customers of these businesses.
<b>Commencement Date</b>	means the date of execution of this document and if this document is executed on different dates then the date

<b>Term</b>	<b>Definition</b>
	when the last party executes this document.
<b>Councils</b>	means CRC, CCRC, CSC, CrSC, DSC, ESC, MSC, TRC, WWASC and YASC.
<b>CRC</b>	means Cairns Regional Council, a local government constituted under the <i>Local Government Act 2009</i> (Qld).
<b>CCRC</b>	means Cassowary Coast Regional Council, a local government constituted under the <i>Local Government Act 2009</i> (Qld).
<b>CSC</b>	means Cook Shire Council, a local government constituted under the <i>Local Government Act 2009</i> (Qld).
<b>CrSC</b>	means Croydon Shire Council, a local government constituted under the <i>Local Government Act 2009</i> (Qld).
<b>DSC</b>	means Douglas Shire Council, a local government constituted under the <i>Local Government Act 2009</i> (Qld).
<b>Intellectual Property Rights</b>	means all industrial and intellectual property rights, both in Australia and throughout the world, and includes any copyright, moral right, patent, registered or unregistered trade mark, registered or unregistered design, registered or unregistered plant breeder's right, trade secret, know how, right in relation to semiconductors and circuit layouts, trade or business or company name, indication or source or appellation of origin or other proprietary right, or right of registration of such rights.
<b>Key Objectives</b>	has the meaning stated in clause 5.
<b>MSC</b>	means Mareeba Shire Council, a local government constituted under the <i>Local Government Act 2009</i> (Qld).
<b>Members</b>	mean those persons appointed by a party as that party's representatives on the Alliance.
<b>State</b>	means the State of Queensland.
<b>TRC</b>	means Tablelands Regional Council, a local government constituted under the <i>Local Government Act 2009</i> (Qld).
<b>Terms of Reference or ToR</b>	means this document.
<b>Term</b>	has the meaning in clause 2.
<b>Water</b>	means Water and Waste Water
<b>WWASC</b>	means Wujal Wujal Aboriginal Shire Council, a local government constituted under the <i>Local Government Act 2009</i> (Qld).
<b>YASC</b>	means Yarrabah Aboriginal Shire Council, a local government constituted under the <i>Local Government Act 2009</i> (Qld).

## **2 Term**

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The term is the period from the Commencement Date until otherwise agreed to by the members and to be reviewed on an as-needs basis.

## **3 General principles**

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The parties recognise and agree that the achievement of the Key Objectives will be best served by working cooperatively together in a coordinated and proactive manner to further the Key Objectives through the development and implementation of strategies that have the capacity to assist in the direction, structure and scope of water reform in Far North Queensland in a manner that benefits both Far North Queensland's water service customers and the water businesses operated by the Councils.

## **4 Relationship between parties**

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The provisions of this Terms of Reference will not give rise to any joint venture, consortium, partnership or agency between the parties. Each party will be exclusively responsible for its employees, agents, consultants and subcontractors.

## **5 Key Objectives**

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The parties will, during the term, work together to achieve their key objectives which are to:

- a) Sharing information about programmes and projects in participating water businesses to ensure timely awareness of emerging issues and opportunities
- b) Identifying, creating and pursuing opportunities for cross local government (and other agencies and industry) alignment and coordination in service delivery
- c) Provision of timely and comprehensive advice to participating local governments
- d) Enhancing management and operational capacity and capability of water services
- e) Promoting and supporting professional development among staff within the region
- f) Provide advice to the FNQROC board on policy and procedures for urban water services.

## **6 Annual Work Plan**

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The parties agree:

- (a) The Annual Work Plan will be developed for the purpose of progress monitoring and reporting to member councils.
- (b) The work undertaken by the FNQ Water Alliance will be based on actions contained in an Annual Work Plan.

## **7 Obligations of the parties**

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The parties will:

- (a) fully disclose to the other parties any conflict of interest or duty that exists or may arise in connection with the performance of the Agreed Actions and not participate in any decision that relates to a matter which may give rise to a conflict unless and until it has been fully disclosed to the other parties; and

## **8 Management of Alliance**

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### **8.1 Alliance Committee**

The Alliance will be managed as a technical committee guided by the policies adopted by the FNQROC Board.

### **8.2 Composition of Alliance**

- (a) Each Council may nominate (at least) one representative to be a member of the Alliance Committee
- (b) The Members nominated can be changed by their appointing party at any time.

### **8.3 Attendance at meetings**

- (a) Where a Member is unable to attend a meeting in person, he or she may attend by any available electronic means or may nominate a proxy.
- (b) The Alliance will operate on a consensus basis.
- (c) It is not an imperative that all parties agree with each individual initiative. Each Council has the prerogative to opt in or out of projects at any stage
- (d) Alliance meetings will be held quarterly unless otherwise agreed by the parties.
- (e) Alliance meetings will be coordinated by FNQROC and the Chairperson.

### **8.4 Authority of Alliance**

The Members may make decisions at Alliance meetings (where a Member or Members have delegated authority to do so) on:

- (a) any matter relevant to the achievement of the Key Objectives and undertaking of the Annual Work Plan;

Decisions that exceed member delegation or have a potential political impact will be directed to the FNQROC Board for approval

### **8.5 Chairperson**

- (a) The Members must elect one Member to be the Chairperson of the Alliance; and
- (b) The Chairperson shall preside at all Alliance meetings at which he or she is present.
- (c) The appointment of the Chairperson will continue for a period of 12 months.

- (d) When the Chairperson is not present at an Alliance meeting, those Members then present must appoint one of their members to preside as Chairperson at that meeting.

## **9 Intellectual Property**

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### **9.1 Existing Intellectual Property Rights**

Nothing in this Terms of Reference affects any existing Intellectual Property Rights of a party.

### **9.2 New Intellectual Property Rights**

Title to any new Intellectual Property Rights that come into existence as a consequence of the parties co-operating to achieve the Key Objectives will, unless otherwise agreed in writing by all of the parties, vest jointly in the parties upon its creation.

## **10 Costs**

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- (a) Each member will bear its own costs in relation to:
  - (i) the negotiation, preparation, and execution of this Alliance;
  - (ii) attendance at Alliance meetings; and
  - (iii) otherwise performing its obligations under this Terms of Reference.
- (b) The parties will, derive a consensus funding agreement, based on the nature and extent of the work required for:
  - (i) costs of external advisers engaged to provide advice to the parties on the Key Objectives or the Agreed Actions or on any issues arising;

## **11 Additional Member Councils**

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Each party recognises and agrees that:

- (a) other councils may wish to participate in the FNQ Water Alliance; and
- (b) any approval to increase membership or provide information will be decided by the FNQROC Board.

## **12 General**

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### **12.1 Amendments**

This document may only be amended by written agreement between all parties.

## **13 Execution**

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The FNQROC endorses this Terms of Reference on 10/10/2016.