

## MEMORANDUM OF UNDERSTANDING

Between

**The Northern Gulf Resource Management Group Resource Management Group Limited**

and

**The Mitchell River Watershed Management Group Watershed Management Group  
Incorporated**

Dated

this 8<sup>th</sup> day of November 2011

Whereas Northern Gulf Resource Management Group and Mitchell River Watershed Management Group wish to enter into a Memorandum of Understanding that will set out the way in which the two parties shall work together for the benefit of the Mitchell River Catchment:

the parties hereby agree that:-

- A Northern Gulf Resource Management Group is a stand-alone not for profit company responsible for the Northern Gulf Regional Natural Resource Management Plan, a community based non statutory blue print for the region, and the plans implementation;
- B Mitchell River Watershed Management Group is an incorporated stand-alone body working with the Mitchell River catchment communities towards sustainable and integrated management of the Mitchell River catchment area;
- C Both the Northern Gulf Resource Management Group and Mitchell River Watershed Management Group have community, industry and government engagement responsibilities within the Mitchell River catchment in order to attain community direction, willingness and participation that further realizes catchment sustainability;
- D Both the Northern Gulf Resource Management Group and Mitchell River Watershed Management Group apply for funding and manage projects within the Mitchell River catchment in order to further realize catchment sustainability;
- E A joint management area exists between the Northern Gulf Resource Management Group and the Cape York Natural Resource Management Group recognized as the area of the Mitchell River catchment north of the 'CYPLUS' line and known as 'the Joint Management Area';
- F the parties desire to work together in partnership and good faith to achieve the desired community, industry and government outcomes in the Mitchell River catchment and to that end intend that this Memorandum of Understanding shall set out:-

how the Directors and staff of the Northern Gulf Resource Management Group and the Mitchell River Watershed Management Group shall cooperate in order to carry out their respective and shared responsibilities with minimum overlap and confusion for the communities within the Mitchell River catchment.

## Definitions

'MOU' means this Memorandum of Understanding.

'Mitchell River Watershed Management Group' means the Mitchell River Watershed Management Group Incorporated and shall forthwith be identified as MRWVG.

'Northern Gulf Resource Management Group' means the Northern Gulf Resource Management Group Limited and shall forthwith be identified as NGRMG.

'NGRNRMP' means the Northern Gulf Region: Natural Resource Management Plan 2008–2013.

'Community' means the groups and residents who live and work in the Mitchell River catchment and the Northern Gulf Region, inclusive of Traditional Owners.

## Operating Principles

NGRMG and MRWVG agree that any discussions, negotiations, and activity undertaken between the NGRMG and MRWVG will be based on the principles of:

Community Integrity, Trust, Equity and Respect;  
Community service and 'bottom up' processes;  
Accountability to the public;  
Cooperation rather than competitiveness; and  
Clear and Open communication.

## Terms Agreed

- (a) Both parties agree that the relationship between the organisations is that of a partnership, where both have more to gain by working together than alone. Coordinating investment (government funds and private sector) in natural resource management between the various stakeholders will enhance economic efficiency and strategic direction.
- (b) The NGRMG will assist housing MRWVG in the Mareeba Office as per the agreed Deed of Licence, 23<sup>rd</sup> May 2011;
- (c) The NGRMG will cover the costs of two MRWVG representatives to attend NGRMG General Meetings and the NGRMG Annual General Meeting;
- (d) The NGRMG operations manager and MRWVG coordinator will ensure that each is informed and invited to events coordinated by the organisations and where possible staff will liaise for mutual engagement outcomes;
- (e) The NGRMG operations manager and MRWVG coordinator shall provide advice on funds being applied for by each organisation to deliver projects/activities in the Mitchell River catchment and, if each party is making application to the same funding round for the same purpose, a meeting of directors shall be called to determine whether the applications be co-joined or one application be withdrawn;
- (f) The NGRMG will assist MRWVG in seeking funds for the review of the Mitchell River Catchment Management Plan;
- (g) The organisations will share community feedback and provide advice when ever matters arise that are relevant to the other party particularly on issues that pose risk or opportunity to the ongoing sustainability of the Mitchell River catchment;
- (h) A priority projects list for the Mitchell River catchment shall be drafted in cooperation between the organisations and supported by on-going community direction and engagement;
- (i) An engagement protocol for use by the organisations shall be drafted in cooperation;
- (j) Funds devolved between organisations shall be via contract.
- (k) Both parties agree to review this agreement after 12 months of the agreement signing.

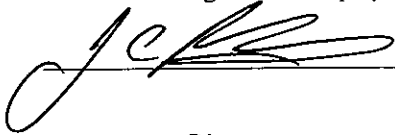
**REVIEW**

This MOU may only be amended with the agreement of all parties.

**ENTIRE AGREEMENT**

This MOU constitutes the entire agreement of the parties with respect to the subject matter of the MOU and supersedes all prior agreements, understandings and negotiations with respect to such subject matter.

SIGNED for and on behalf of the Northern Gulf  
Resource Management Group by



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John Charles Bethel

Date: 8/11/2011

In the presence of



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Dale Harrison

Witness

SIGNED for and on behalf of the Mitchell River  
Watershed Management Group by



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IAN GRAHAM ABOODY

Date: 10/11/2011

In the presence of



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Witness G.R. RYAN