

Memorandum of Understanding

Northern Alliance for Greenhouse Action (NAGA)

MEMORANDUM OF UNDERSTANDING dated the _____ day of _____ 2012

BETWEEN

Darebin City Council of 274 Gower St, Preston 3072 ("Council")

and

Moreland Energy Foundation of Level 1/233 Sydney Road, Brunswick, Victoria 3056 ("MEFL")

being the parties to this MoU.

1. Introduction

The Northern Alliance for Greenhouse Action (NAGA) formed in 2002. Its founding members were Moreland Energy Foundation and the cities of Darebin, Banyule, Hume, Whittlesea, Moreland and Shire of Nillumbik. The cities of Melbourne, Manningham and Yarra joined NAGA in January 2006; these 10 organisations now comprise the members of NAGA.

NAGA is working to ensure urgent, regional action in our transition to a climate-changed, low-carbon future. The purpose of this Memorandum of Understanding (MoU) is to provide a general framework for ongoing cooperation between the parties in the planning, development and delivery of Council's involvement in NAGA.

Specifically, this document has been prepared to establish:

- Council's funding commitment to NAGA; and
- The roles and responsibilities of each party.

This MoU will remain operational from date of signing to 30 June 2015, with the option of a two year extension to 30 June 2017.

2. Support of Parties for the Memorandum of Understanding

The parties acknowledge and support the NAGA MoU and further acknowledge and agree that they will work in a co-operative manner with the common intention of achieving the work of NAGA in accordance with the principles described in this MoU.

3. Key Principles

The key principles of the MoU are as follows:

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

4. Council's Contribution

All NAGA members provide funding to maintain NAGA's coordination functions, as undertaken by the NAGA staff. MEFL will receive these funds on behalf of all NAGA members.

Council shall contribute \$20,000 (+3% annual increment) to the cost of the work of NAGA in the 2012-13 financial year and the following two years, with the option of a two year extension.

5. MEFL Obligations

MEFL will employ the NAGA Executive Officer and Project Manager(s).

MEFL will manage the NAGA staff on a day to day basis, towards the satisfactory completion of duties outlined in the Position Descriptions and to ensure that the decisions of the NAGA Executive and Steering Committee are being implemented.

MEFL will maintain and support the effective operation of NAGA's governance structures.

6. Common Obligations

The parties undertake to cooperate with each other in carrying out the work of NAGA and to use their best endeavours to ensure that work is carried out.

Each of the parties agrees to nominate a single representative for each of the NAGA Executive and Steering Committee.

7. Operational Arrangements

The NAGA Executive will establish the NAGA finance strategy, endorse the annual budget developed by the NAGA Steering Committee and establish delegations regarding the expenditure of the budget.

Through these decision making bodies, NAGA will establish and implement projects and strategies that further the achievement of policy objectives of its members as per clause 8.

Other operational arrangements will be undertaken as defined in the NAGA Executive Terms of Reference and the NAGA Steering Committee Terms of Reference.

8. Achievement of Policy Objectives

In participating in the work of NAGA, Council seeks to contribute to the achievement of its climate change and sustainability objectives outlined in Council's climate change and sustainability plans, including reducing greenhouse gas emissions.

9. Public & Media Relations

The NAGA Executive Officer will be the primary contact for any public or media enquiries relating to the work of NAGA. However, any planned media events, media releases or correspondence will be prepared in consultation with Council.

10. Openness between the Parties

The parties acknowledge that they have a mutual interest in the successful planning, development and delivery of NAGA projects. Nevertheless, it is recognised that the views and objectives of the parties may not always coincide. The parties will work openly and constructively to resolve any differences which emerge.

The parties will aim, where reasonably possible, to share information relevant to NAGA with each other. In the normal course of events, the parties will work on the assumption that information should be freely exchanged.

The parties agree that it may be necessary to share confidential information to further the objectives of this MoU and that such information is to remain confidential.

The parties must keep confidential and not allow, make or cause any disclosure of or in relation to the confidential information without the prior written consent of the other party, which consent may be given or withheld, or given with directions, in the other party's sole discretion.

The parties must not:

- Use or permit any person to use the confidential information for any purpose other than for a purposes agreed by the parties which is in accordance with this MoU;
- Disclose or in any way communicate to any other person any of the confidential information except as authorised by the party who has disclosed the confidential information;
- Permit unauthorised persons to have access to places where confidential information is displayed, reproduced or stored; or

- Make or assist any person to make any unauthorised use of the confidential information;
- Confidential information means any information provided by one party to the other party pursuant to the MoU, which that party specifies as being confidential, or if disclosed, would be contrary to the public interest or would damage the commercial interests of the party which provided the information.

11. Concern Arising from Action or Inaction of the NAGA Executive Officer

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

In consultation with the NAGA Executive, the MEFL Chief Executive Officer (CEO) will undertake their best endeavours to resolve the concern and will keep the NAGA Executive informed.

12. Dispute Resolution

The parties agree to resolve disputes quickly to minimise any delay to the work of NAGA. If any dispute arises between the parties:

- The parties must meet within 5 business days of becoming aware of the dispute to endeavour to resolve the matter promptly;
- If the matter cannot be resolved between the parties and remains unresolved within two weeks of notification of a dispute the matter may be referred to an independent mediator;
- An independent mediator will be selected by agreement by all parties, and
- The decision of the mediator will be binding on all parties.

13. Termination of MoU

If a party wishes to cease being a party, they will notify the other party in writing of their intention to exit from the MoU, providing twenty-one days notice, and

The party will fulfil any obligations committed to up until the time of exit and provide NAGA with information required to fulfil any contractual obligations beyond the time of exit.

Any unspent contribution will be returned to the contributor upon exit from the MoU.

14. Indemnity

All Council members indemnify MEFL in accordance with the following.

Council agrees to indemnify and to keep indemnified MEFL, its 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, arising out of, or in relation to the MoU between NAGA Members and MEFL, and be directly related to the negligent acts, errors or omissions of Council.

Council's liability to indemnify the MEFL shall be reduced proportionately to the extent that any act or omission of the MEFL, its servants or agents, contributed to the loss or liability.

15. Representatives of the Parties

The parties have each nominated representatives 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:

Council

Name	Libby Hynes
Title	Manager Environment and Natural Resources
Address	Darebin City Council, PO Box 91, Preston, 3072

MEFL

Name Paul Murfitt
Title Chief Executive Officer
Moreland Energy Foundation
Address Level 1/233 Sydney Rd
Brunswick Vic. 3056

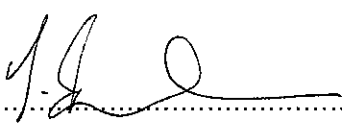
EXECUTED as an agreement.

SIGNED by **Rasih Dev** for and on behalf
of the **DAREBIN CITY COUNCIL**
under an instrument of delegation dated
in the presence of:

.....
Witness



SIGNED by **Paul Murfitt** for and on behalf of the **Moreland Energy Foundation**, in the presence of:


.....
Witness