

# **MEMORANDUM OF UNDERSTANDING**

BETWEEN

**THE AUSTRALIAN GOVERNMENT**  
REPRESENTED BY

THE DEPARTMENT OF INFRASTRUCTURE, TRANSPORT, REGIONAL  
DEVELOPMENT AND LOCAL GOVERNMENT

AND

**THE NORTHERN TERRITORY GOVERNMENT**  
REPRESENTED BY

THE DEPARTMENT OF REGIONAL DEVELOPMENT, PRIMARY INDUSTRY,  
FISHERIES AND RESOURCES

WITH RESPECT TO

**FORMATION OF THE REGIONAL DEVELOPMENT AUSTRALIA  
NORTHERN TERRITORY COMMITTEE**

DATED: ..... DAY OF ..... TWO THOUSAND AND .....

## **1. Definitions**

- 1.1 ACC: Area Consultative Committee
- 1.2 DITRD LG: Australian Government Department of Infrastructure, Transport, Regional Development and Local Government
- 1.3 DRDPIFR: Northern Territory Department of Regional Development, Primary Industry, Fisheries and Resources
- 1.4 MOU: Memorandum of Understanding
- 1.5 RDA NT: Regional Development Australia NT
- 1.6 EDCs: Northern Territory Economic Development Committees
- 1.7 RDC: Regional Development Council
- 1.8 RDO: Regional Development Organisation
- 1.9 NT: Northern Territory
- 1.10 LGANT: Local Government Association NT

## **2. Parties**

- 2.1 The Australian Government represented by DITRD LG and the Northern Territory Government represented by DRDPIFR.

### **3. Purpose**

- 3.1 This MOU is to support the adoption of more integrated and aligned arrangements for regional engagement and economic development between the Australian Government through RDA NT and the Northern Territory Government through EDCs.
- 3.2 The Parties acknowledge that this MOU is solely for the purpose of a commitment to collaboration on regional and economic development in the NT and for no other purpose.
- 3.3 This MOU is not intended to create legally enforceable obligations on the part of the Parties. This MOU is a statement of intent and does not seek to limit the operational independence of the Parties.

### **4. Scope**

- 4.1 The proposed approach to collaboration in the NT is based and structured on the principles agreed at the Regional Development Council Meeting on 30 July 2008, and on discussions to-date between the DITRDLG and DRDPIFR representatives.
- 4.2 Arrangements for collaboration aim to accommodate regional differences across NT and its EDC regions. This is to be achieved through the engagement of the three spheres of government.

### **5. Principles of Collaboration**

- 5.1 The Regional Development Council Meeting on 30 July 2008 agreed that collaboration between State/Territory regional development organisations and RDA should follow broad principles including:
  - a. Integrated arrangements: the Australian, State, Territory and Local Governments agree to continue to work towards the eventual adoption of more integrated and aligned arrangements for regional engagement and economic development, recognising that alignment is necessarily a long term process.
  - b. Commitment to collaboration: where possible, the three levels of government collaborate at the regional level.
  - c. Common boundaries: review existing boundaries to align RDA, RDO and local government boundaries wherever possible.
  - d. Acknowledge the differences: regional engagement and economic development structures vary across the Australian Government and States and Territories.
  - e. Tripartite arrangements: ideally, local regional development structures to involve the three spheres of government, including joint membership of committees and governing bodies.

- f. Sharing of information: improve information sharing on regional development activities and outcomes.
- g. Purpose and role of RDA and RDOs: work towards a shared purpose.
- h. Cross-membership: as opportunities arise, work towards a degree of cross-membership of committees.
- i. Joint funding: where possible collaborate through joint funding of regional development bodies to enable an increase in the scope of their activities.
- j. Collocation: where possible collocate regional development offices to facilitate better communication and minimise duplication of facilities.

These Principles, as modified in Schedule 1, form the foundation of this MOU.

## **6. Roles and Functions of the RDA**

The roles and functions of the RDA will include:

### **6.1 Advice, consultation and community engagement:**

- consult with regional stakeholders on needs and priorities;
- two-way conduit for information and advice between communities and government;
- engage with all levels of government, regional stakeholders and communities in developing solutions to regional needs and priorities.

### **6.2 Regional planning:**

- develop strategic regional plans in collaboration with Australian, State/Territory and local governments;
- annual reporting against milestones/performance indicators;
- annual analysis against a different area of government policy each year.

### **6.3 Whole-of-government activities:**

- first point of contact for agency consultations;
- first-stop-shop for Australian Government services/programs;
- contribute to other national agendas from a regional perspective (e.g. social inclusion, climate change);
- administer third party contracts for other agencies as appropriate.

### **6.4 Promotion of government programs:**

- provide information to regional stakeholders about government programs, particularly regional;
- identify and assist in the development of regional projects;
- provide advice/assistance with leveraging additional funding towards regional projects;
- provide relevant advice on applications/applicants to assessors in the department (as required).

- 6.5 Community development:
- regional advocacy;
  - support and training;
  - network building and leadership development;
  - solution brokers;
  - partnership brokers.

## **7. Party Commitments**

- 7.1 The Parties agree they will support the commitments provided within this MOU, including those relating to the Principles of Collaboration in article 5 of this MOU. A Commitment Statement is detailed in Schedule 1.
- 7.2 The Parties agree that nothing in this MOU shall give rise to any liability of any kind to any parties on the part of the Australian Government, the Northern Territory Government and their employees or agents (or both).
- 7.3 The Parties acknowledge that the EDCs may enter into individual arrangements on regional development collaboration in each region.
- 7.4 RDA NT will retain its incorporated status.
- 7.5 DRDPIFR may enter into an arrangement with RDA NT in regard to any tasks it wishes RDA NT to undertake on its behalf.

## **8. Privacy and Confidentiality**

- 8.1 The Parties agree to comply with the Information Privacy Principles set out in section 14 of the *Privacy Act 1988 (Commonwealth)* in respect of personal information received, created or held by DITRDLG and DRDPIFR in connection with this MOU, as if the DITRDLG and DRDPIFR were agencies as defined in the *Privacy Act 1988*.
- 8.2 The Parties acknowledge the *Information Act (NT)* applies similar obligations in the Northern Territory to the obligations created under the *Privacy Act 1988* in relation to personal information and the parties agree that where the requirements of the *Information Act (NT)* and the *Privacy Act 1988* are not identical (including because one Act applies a higher standard or additional requirements), the Parties, will to the extent possible, comply with both Acts.
- 8.3 Both DITRDLG and DRDPIFR are subject to freedom of information laws.

## **9. Intellectual Property Rights**

- 9.1 The Parties intend that nothing in this MOU will affect ownership of any intellectual property rights.

## **10. Dispute Resolution**

- 10.1 Any disputes requiring resolution should be communicated in writing between the Contact Officers.
- 10.2 In the event of a dispute under this MOU, the Contact Officers will each use their best endeavours to resolve the dispute between them at an operational level.
- 10.3 If a dispute is not resolved under article 10.2 within five business days of an issue being formally raised by the parties, the dispute will be referred by the Contact Officers to their respective superiors, as detailed in Schedule 2.
- 10.4 If the matter is not resolved through further negotiations under article 9.1, the dispute will be referred by the officers nominated in Schedule 2 to the Secretary of DITRDLG and to the Chief Executive Officer of DRDPIFR.

## **11. Term and Review of this MOU**

- 11.1 This MOU will commence on the date of execution and will be reviewed every two years after the date of execution.

## **12. Variation or Termination of Memorandum**

- 12.1 This MOU will remain in force until it is terminated by any Party to this MOU upon giving three months written notice to the other Parties.
- 12.2 Either Party to this MOU may, at any time give written notice, to vary this MOU. Any variation to this MOU must be in writing and signed by all Parties to this MOU.

## **13. Contact Officers**

- 13.1 DITRDLG and DRDPIFR will appoint Contact Officers. The Contact Officer for each Party is authorised to act for that Party in relation to this MOU and is the first point of contact for the other Party in relation to any disputes arising under this MOU.
- 13.2 The details for each Party's Contact Officer as at the execution date are set out in Schedule 2.
- 13.3 Should DITRDLG or DRDPIFR wish to change their Contact Officer, that Party will notify the other Party in writing of the new contact details within five working days of the change.

**IN WITNESS WHEREOF this Memorandum has been signed on behalf of the Parties on the dates below.**

**SIGNED** for and on behalf of  
**THE AUSTRALIAN GOVERNMENT**

by  
the

) The Hon Maxine McKew MP  
) Parliamentary Secretary for  
Infrastructure, Transport, Regional  
Development and Local  
Government  
) Australian Government

of the

.....  
Signed

.....  
Date

In the Presence of:

.....[SIGNATURE OF WITNESS]

.....[PRINTED NAME OF WITNESS]

**SIGNED** for and on behalf of  
**THE NORTHERN TERRITORY GOVERNMENT**

by  
the  
of the

) Mr Karl Hampton MLA  
) Minister for Regional Development  
) Northern Territory Government

.....  
Signed

.....  
Date

In the Presence of:

.....[SIGNATURE OF WITNESS]

.....[PRINTED NAME OF WITNESS]

## **SCHEDULE 1 – COMMITMENT STATEMENT**

### **DITRDLG and DRDPIFR Commitments**

It is recognised that some of the ten guiding principles agreed to at the Regional Development Council Meeting on 30 July 2008, will not apply to the operation of the RDA in the NT. However, it is intended that DITRDLG and DRDPIFR will follow the commitments outlined below.

#### **1. Integrated Arrangements**

1.1 Integrated arrangements are not applicable to NT.

#### **2. Commitment to Collaboration**

2.1 That there is commitment between DITRDLG and DRDPIFR to work in a collaborative and cooperative manner. Streamlined Northern Territory/Australian Government processes can be developed in order to deliver agreed whole-of-government regional outcomes.

#### **3. Common Boundaries**

3.1 RDA NT will cover the whole of the NT.

#### **4. Acknowledge the Differences**

4.1 The model in the NT reflects the NT's circumstances and is acknowledged in the formulation of the RDA NT.

#### **5. Tripartite Arrangements**

5.1 Local government involvement will be achieved through local government representation in the RDA NT and EDC committees.

#### **6. Sharing of Information**

6.1 The Parties will encourage information sharing and create efficient communication processes.

#### **7. Purpose and Role of RDA and EDCs**

7.1 It is acknowledged that Regional Development Organisations in the NT are referred to as EDCs.

7.2 RDA NT's agreed role is broadly defined as providing advice to the Australian Government, promoting Australian Government regional development activities, and contributing to regional development planning and priorities.

7.3 Regional arrangements may further define the collaborative roles and may include agreed arrangements to deliver programs and services within the RDA NT region.

7.4 The role of EDCs is to identify economic development priorities and develop and monitor the implementation of (local) Economic Development

Plans within their 'community of interest'. EDCs are encouraged to focus on projects identified from their community priorities.

## **8. Cross-Membership**

8.2 The Parties share the objective of strengthening the RDA NT by supporting that its membership includes representation from the EDCs.

## **9. RDA Chair, Deputy Chair and Committee Member Appointments**

9.1 It is intended that the Parliamentary Secretary for Regional Development and Office of Northern Australia shall appoint the Chair, Deputy Chair and all other committee members of the RDA NT.

## **10. Funding**

10.1 The Australian Government will provide operational funding for RDA NT.

10.2 The Northern Territory Government acknowledges the desirability to provide each EDC with funding to support collaboration.

## **11. Collocation**

11.1 DRDPIFR will examine with the RDA NT the feasibility, costs and benefits of collocation at Alice Springs, and where appropriate transition to common operation locations.

## **SCHEDULE 2 – CONTACT OFFICERS**

### **DITRDLG**

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### **DRDPIFR**

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## **RESPECTIVE SUPERIORS**

### **DITRDLG**

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### **DRDPIFR**

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