

**MEMORANDUM OF UNDERSTANDING**

**between**

**THE AUSTRALIAN GOVERNMENT,**

**THE TASMANIAN GOVERNMENT AND**

**THE LOCAL GOVERNMENT OF  
TASMANIA**

**with respect to**

**THE FORMATION AND OPERATION OF  
REGIONAL DEVELOPMENT  
AUSTRALIA  
(TASMANIA)**

# **MEMORANDUM OF UNDERSTANDING**

BETWEEN

**THE AUSTRALIAN GOVERNMENT OF AUSTRALIA**  
REPRESENTED BY THE

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

**THE TASMANIAN GOVERNMENT**  
REPRESENTED BY

THE DEPARTMENT OF ECONOMIC DEVELOPMENT AND TOURISM  
AND

**THE LOCAL GOVERNMENT**  
REPRESENTED BY

THE LOCAL GOVERNMENT ASSOCIATION OF TASMANIA

WITH RESPECT TO

**THE FORMATION OF REGIONAL DEVELOPMENT AUSTRALIA TASMANIA**

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

## **1. Definitions**

- 1.1 ACC: Area Consultative Committee
- 1.2 Department of Infrastructure: Australian Government Department of Infrastructure, Transport, Regional Development and Local Government
- 1.3 DEDT: Tasmanian Department of Economic Development and Tourism
- 1.4 MoU: Memorandum of Understanding
- 1.5 RDA TAS: Regional Development Australia Tasmania
- 1.6 LGAT: Local Government Association of Tasmania

## **2. Parties**

- 2.1 The Australian Government represented by the Department of Infrastructure, Transport, Regional Development and Local Government, the Tasmanian Government represented by the Department of Economic Development and Tourism, and Local Government represented by the Local Government Association of Tasmania.

### **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 TAS, the Tasmanian Government, and the LGAT.
- 3.2 The Parties acknowledge that this MoU is solely for the purpose of a commitment to collaboration on regional and economic development in Tasmania 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 Tasmania between RDA TAS, DEDT and LGAT 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 Department of Infrastructure and DEDT representatives.
- 4.2 Arrangements for collaboration aim to accommodate regional differences across Tasmania and its local government 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, Regional Development Organisations 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; and
- j. Co-location: where possible co-locate regional development offices to facilitate better communication and minimise duplication of facilities.

5.2 The Tasmanian Minister for Economic Development also proposed the following principles for the operation of RDA TAS:

- a. Concentrate activities in the key theme areas of infrastructure, transport and regional development;
- b. Operate at a strategic level;
- c. Provide advice to the RDA National Advisory Council on key issues, largely concentrating on the community and social impacts, while not ignoring the financial and technical aspects;
- d. Act as a referral point for enquiries from the private sector for assistance from both Australian Government and State agencies, particularly in the area of business development;
- e. Maintain its independence in order that it can give impartial advice to the RDA National Advisory Council;
- f. Seek membership from a broad range of Tasmanians, but would not by rights have membership from local or state government.

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

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

The roles and functions of RDA will include:

- 6.1 Advice, consultation and community engagement:
  - consult with regional stakeholders on needs and priorities;
  - 2-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 Contribute to 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 Australian Government policy each year.

### 6.3 Whole of government activities:

- First point of contact for Australian Government agency consultations;
- First-stop-shop for Australian Government services/programs;
- Contribute to other national agendas from a regional perspective (e.g. from time to time this may include infrastructure, transport, social inclusion, climate change, etc);
- 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 of Infrastructure (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 nothing in this MoU shall give rise to any liability of any kind to any parties on the part of the Australian Government, the Tasmanian Government, and the LGAT and their employees or agents (or both).

7.3 It is acknowledged that the Tasmanian Government may enter into individual arrangements on regional development collaboration in each region.

7.4 RDA TAS will retain its incorporated status.

7.5 DEDT and LGAT may enter into an arrangement with RDA TAS in regard to any tasks they wish RDA TAS to undertake on their 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* in respect of personal information received, created or held by the Department of Infrastructure, DEDT and LGAT in

connection with this MoU, as if the Department of Infrastructure, DEDT and LGAT were agencies as defined in the *Privacy Act 1988*.

- 8.2 The Department of Infrastructure, DEDT and LGAT 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 clause 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 clause 10.2, the dispute will be referred by the officers nominated in Schedule 2 to the Secretary of the Department of Infrastructure and the Chief Executive Officer of DEDT and the Chief Executive Officer of LGAT.

## **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 Any of the Parties 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 The Department of Infrastructure, DEDT and LGAT 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 the Department of Infrastructure, DEDT or LGAT wish to change their Contact Officer that party will notify the other parties in writing of the new contact details within five working days of the change.

**IN WITNESS WHEREOF the parties have executed this Memorandum 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:

.....[WITNESS' SIGNATURE]

.....[PRINTED NAME OF WITNESS]

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

by  
the  
of the

)The Hon Michael Aird MLC  
)Minister for Economic Development  
)Tasmanian Government

.....  
Signed

.....  
Date

In the Presence of:

.....[WITNESS' SIGNATURE]

.....[PRINTED NAME OF WITNESS]

**SIGNED** for and on behalf of  
**THE LOCAL GOVERNMENT ASSOCIATION OF TASMANIA**

by  
the  
of the

) Mayor Michael Gaffney  
) President,  
) Local Government Association  
) of Tasmania

.....  
Signed

.....

Date

In the Presence of:

.....[WITNESS' SIGNATURE]

.....[PRINTED NAME OF WITNESS]

## **SCHEDULE 1 – COMMITMENT STATEMENT**

### **The Department of Infrastructure, DEDT and LGAT 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 RDA in Tasmania. However, it is intended that the Department of Infrastructure, DEDT and LGAT will follow the commitments outlined below.

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

1.1 Integrated arrangements are not applicable to Tasmania.

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

2.1 That there is commitment between the Department of Infrastructure, DEDT and LGAT to work in a collaborative and cooperative manner. Streamlined processes can be developed in order to deliver agreed whole of government regional outcomes.

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

3.1 RDA TAS will cover the whole of Tasmania.

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

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

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

5.1 Local government involvement will be achieved through local government representation in RDA TAS.

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

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

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

7.1 RDA TAS's agreed role is broadly defined as providing advice to the Australian Government, Tasmanian Government and LGAT, promoting Australian Government regional development activities, and assisting the Tasmanian and LGAT in this regard, and contributing to regional development planning and priorities.

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

## **8. Cross Membership**

8.2 The Parties share the objective of strengthening RDA TAS by providing membership drawn from a mix of community representatives, Local and State Governments.

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

9.1 An Expression of Interest process will be undertaken to seek nominations for membership of RDA TAS.

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

## **10. Funding**

10.1 The Australian Government intends to provide operational funding for RDA TAS.

## **11. Co-location**

11.1 It is intended that RDA TAS maintain its primary presence in Launceston.

11.2 One RDA Tasmanian officer is at present co-located with DEDT in Hobart and all Parties acknowledge the desirability of this arrangement continuing.

## **SCHEDULE 2 – CONTACT OFFICERS**

### **THE DEPARTMENT OF INFRASTRUCTURE**

**Name:** Marcus James

**Job Title:** General Manager, Regional Development Policy

**Phone:** (02) 6274 7234

**Fax:** (02) 6274 7780

**Email:** Marcus.James@infrastructure.gov.au

**Postal Address:** GPO Box 594, Canberra, ACT, 2601

### **DEDT**

**Name:** Felicity Novy

**Job Title:** Director, Organisations Development

**Phone:** (03) 6233 5972

**Fax:** (03) 6233 5800

**Email:** Felicity.Novy@development.tas.gov.au

**Postal Address:** GPO Box 646, Hobart, TAS, 7001

### **LGAT**

**Name:** Allan Garcia

**Job Title:** CEO, Local Government Association Tasmania (LGAT)

**Phone:** (03) 6233 5972

**Fax:** (03) 6233 5980

**Email:** Allan.Garcia@lgat.tas.gov.au

**Postal Address:** GPO Box 1521, Hobart, TAS, 7001

## **RESPECTIVE SUPERIORS**

### **THE DEPARTMENT OF INFRASTRUCTURE**

**Name:** Michael Pahlow

**Job Title:** A/g Executive Director, Local Government and Regional Development

**Phone:** (02) 6274 8184

**Fax:** (02) 6274 8099

**Email:** Michael.Pahlow@infrastructure.gov.au

**Postal Address:** GPO Box 594, Canberra, ACT 2601

### **DEDT**

**Name:** Craig Watson

**Job Title:** Executive Director, Corporate Support Executive

**Phone:** (03) 6233 5818

**Fax:** (03) 6233 5800

**Email:** Craig.Watson@development.tas.gov.au

**Postal Address:** GPO Box 646, Hobart, TAS, 7001

### **LGAT**

**Name:** Mayor Michael Gaffney

**Job Title:** President of Local Government Association Tasmania (LGAT)

**Phone:** (03) 6421 4650

**Fax:** (03) 6426 2121

**Email:** admin@lgat.tas.gov.au

**Postal Address:** GPO Box 1521, Hobart, TAS, 7001