



Gladstone Healthy
Harbour Partnership

Memorandum of Understanding

2020 - 2023

Version Control Table

Version #	Date	Document Type	Summary of Changes/Comments	File Location
Stage 1 Framework	04/11/2013	PDF	Document outlining MOU without any partner details or signature pages	Dropbox under Governance > Governance Documents > MOU
5 Nov 2013	05/11/2013	PDF	Original MOU (35 pages) Signatures from Partners on one document with addition of WICET signature page (Version 1 July 2014) & CQG signature page (Version 10 Dec 2014)	GHHP Website Dropbox under Governance > Governance Documents > MOU
Version April 2020	01/04/2020	Word PDF	27-page signed document	

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1 Context

Gladstone Harbour, located in Central Queensland, is the largest multi-commodity port in Queensland. The Harbour is made up of a system of rivers, inlets, channels, tidal wetlands, seagrass meadows and islands, and forms part of the Great Barrier Reef World Heritage Area below the low water mark and is adjacent to the southern section of the Great Barrier Reef Marine Park.

The Gladstone Healthy Harbour Partnership (GHHP) is a partnership of community, industry, science, statutory bodies and government. GHHP was formed to independently report on the health of Gladstone Harbour, and identify opportunities based on rigorous science and strong stakeholder engagement to improve the health to the Harbour where required for the future. This is achieved by the production of an annual whole-of-system Gladstone Harbour Report Card. A pilot Gladstone Harbour Report Card was produced in 2014, with more detailed report cards produced annually from 2015.

Report cards associated with Great Barrier Reef catchments, waterways and marine areas provide independent scientifically reviewed data on the Harbour's water quality and ecosystem health. They raise awareness of the Reef 2050 Water Quality Improvement Plan and assist regional communities to understand waterway conditions and progress towards catchment management targets. They can also provide greater appreciation/understanding of the social, economic and cultural benefits that waterways provide to local communities and catchment management actions to achieve reduced pollutant loads, better water quality, restored ecosystem health and improved wellbeing.

2 History

Rapid industrial development in and around Gladstone Harbour, major flood events, concerns surrounding fish health, and UNESCO's consideration of the Great Barrier Reef's World Heritage Area status led to public concern about the health and ongoing management of Gladstone Harbour. In order to better monitor and report on the health of the Harbour and respond to changes in its condition, GHHP was established in 2013 to inform on the environmental, social, cultural and economic health of the Harbour. Since this time, the Reef 2050 Long Term Sustainability Plan was created in 2015, providing management plans and actions for the entire Great Barrier Reef and its catchments, including Gladstone Harbour, into the future.

3 Vision

GHHP's Vision is:

Gladstone has a healthy, accessible, working harbour.

4 GHHP Objectives

Partners commit to delivering the following objectives for the ongoing operations of the Partnership:

- (a) ongoing and timely communication with the broader Gladstone community about the health of Gladstone Harbour;
- (b) monitoring and research are conducted in the most efficient way possible, with no duplication;
- (c) investment in monitoring and research is targeted;
- (d) baseline scientific information for environmental events is available;
- (e) the community is represented, engaged, can easily access information and understand how Gladstone Harbour is being monitored;
- (f) stakeholder expectations have been identified, managed and addressed; and
- (g) opportunities are communicated with Partners in a timely fashion.

The GHHP Partners acknowledge and are expected to conduct themselves in accordance with the GHHP Governance Charter and this Memorandum of Understanding (MOU) as those documents are amended and endorsed by the Partners from time to time.

The Partners intend to cooperate and collaborate to support the further development and implementation of the GHHP by:

- (a) efficient, cost effective, coordinated and targeted monitoring and research activities focused on the GHHP Framework needs and priorities;
- (b) management of recommendations and actions that are effective in delivering efficient monitoring and research and avoiding duplication where possible;
- (c) maximising and optimising the value of investment (both in terms of time and money) while improving the quality of the data generated from monitoring and research programs (i.e. pooling resources to look at the big picture);
- (d) facilitating cooperation between industry, research, community and government to pool the best possible expertise to understand and manage the health of Gladstone Harbour;
- (e) improving community engagement, communication and confidence in the health and management of the Gladstone Harbour by providing information in easy to understand language, but without loss of scientific rigor; and
- (f) to inform decision-making for users of the Gladstone Harbour.

5 GHHP Principles and Values

Partners of GHHP commit to:

- (a) with regard to development of the Report Card:
 - provide honest, transparent, accountable and easy to understand annual reporting on the health of Gladstone Harbour based on rigorous science and strong stakeholder engagement;
 - continually improve community engagement, communication and confidence in the health of Gladstone Harbour; and
 - incorporate an adaptive and continuous improvement approach to report card development, encompassing contemporary approaches.
- (b) with regard to monitoring and research activities:
 - provide efficient, cost effective, coordinated and targeted quality monitoring and research activities focused on GHHP needs and priorities; and
 - facilitate cooperation between industry, research, community and government by pooling the best possible expertise to understand Gladstone Harbour health.
- (c) with regard to context, decision making, and opportunities:
 - provide a framework that underpins decisions relating to activities in and around Gladstone Harbour;
 - recognise that GHHP was set up in response to an event that occurred in Gladstone Harbour in 2011. Since this time, the Reef 2050 Long Term Sustainability Plan was created in 2015, providing management plans and actions for the entire Great Barrier Reef and its catchments, including Gladstone Harbour, into the future. The setting up of regional report card partnerships is a foundational activity that underpins actions in the Reef 2050 Long-Term Sustainability Plan, with alignment between the Gladstone Harbour Report Card and the Reef 2050 Water Quality Improvement Plan;
 - recognise that all Partners have a role in delivering trust and confidence that a healthy harbour is maintained and, where necessary, improved;
 - recognise the intrinsic environmental value of Gladstone Harbour which supports and provides the utility (cultural, social and economic) value of the Harbour;
 - give consideration to implementation of opportunities that stem from GHHP and its science program; and
 - contribute to the review of the activities and objectives of GHHP by means of regular consultation and meeting as decided and agreed by the Partners in communication with each other.

6 Financial Contributions

Financial contributions are tied to membership categories. Appendix 1 provides the details of the individual Partners and their Financial Contributions and are subject to agreement by the Partners at the annual December GHHP Partnership meeting.

7 Entry, Effect and Termination of MOU

- (a) This MOU will commence for each Partner, on the date that Partner signs this MOU.
- (b) A Partner to this MOU may, by written notice to the GHHP Management Committee, withdraw from this MOU and such notice shall take effect from the date of that notice.
- (c) The Management Committee may request a Partner leave the Partnership at any time should they act contrary to the interests of the Partnership.
- (d) This MOU will remain in effect for all remaining Partners until 30 June 2023, unless terminated earlier by mutual written agreement of the Partners.
- (e) A party with an interest in committing to the GHHP (Future Partner) may enter into this MOU only upon the endorsement of all members of the GHHP Management Committee by email to the GHHP Secretariat.
- (f) At the request of the future Partner, the GHHP Secretariat will email all members of the GHHP Management Committee for their endorsement; and subsequently, all Partners for their information. If accepted under clause 7 (d), the future Partner will enter into this MOU on the same terms and conditions as the Partners.
- (g) This MOU may be varied or amended by the mutual written agreement of all the Partners at any time.
- (h) From the date of withdrawal in clause 7 (b), the withdrawing Partner will no longer be a Partner in GHHP as outlined in clause 11 (f) below.
- (i) The withdrawal of any Partners from GHHP, or expiration of this MOU, does not affect any legal agreement or licence (if any) agreed between the Partners.
- (j) In the event of the Partnership coming to an end, with uncommitted funds or assets, the Management Committee will allocate these across all contributing partners on a pro rata basis based on contributions.

8 Risk and Liability

Each Partner and its representatives will not in any circumstances (including for negligence) be liable for any loss of revenue, loss of profit, loss of anticipated savings or business, loss of opportunity (including opportunity to enter into or complete arrangements with third parties), loss of data or goodwill, loss of reputation, or any indirect or consequential loss, whether arising in contract, tort (including negligence) or otherwise, in connection with this agreement.

Each Partner acknowledges that no party (nor any person acting on a party's behalf) has made any representation or other inducement to it to enter into this agreement except for representations or inducements expressly set out in this agreement.

Each Partner acknowledges and confirms that it does not enter into this agreement in reliance on any representation or other inducement by or on behalf of any other party, except for representations or inducements expressly set out in this MOU.

9 Confidentiality

A Partner must not:

- (a) disclose any other Partner's Confidential Information to a third party; or
- (b) use any other Partner's Confidential Information other than for the purposes of performing this agreement.

10 Data and Information Sharing

Each Partner, will not give any warranties or make any representations in relation to the data it produces, as to its accuracy, reliability, completeness, currency or suitability for any particular purpose and all liability for any loss, damage or costs (including consequential damage) incurred in any way in connection with any use of or reliance on the data is excluded, to the extent permitted by law.

The provision and sharing of the information by the Partners is for the purpose expressly set out in this agreement. Any use of the data supplied by the Partners will be solely in connection with this agreement. The information and data should not be used for any Partner's own operational and planning purposes including for the Partner's customers and contractors, unless written consent is obtained from the Partners of the GHHP for use of the data for the other purposes.

GHHP will create data sharing agreements with individual Partners who can provide data, following data sharing guidelines that are detailed in the GHHP Governance Charter.

11 Status of MOU

- (a) This MOU is a non-binding expression of the intentions of the Partners to participate in GHHP and comply with the GHHP Governance Charter.
- (b) By signing this MOU, each partner agrees to financially contribute to GHHP in accordance with the relevant membership category in Schedule 1.
- (c) This document should be read in conjunction with the GHHP Governance Charter.
- (d) Nothing contained in this MOU will be taken as giving rise to any employment, agency, or joint venture relationship between the Partners.
- (e) Where a Partner agrees under the MOU to make funding contributions or provide in kind assistance or resources to GHHP, and that Partner fails to make payment of its agreed contribution/s under the MOU by 31 October for the current financial year (or such other timeframe as the GHHP Management Committee determines) that Partner will cease to be a Partner in GHHP.
- (f) Original signed copies of this MOU will be held by the GHHP Host Organisation. Copies of the signed MOU will be circulated to each individual Partner.

In witness to the above understandings, this MOU signed for and on behalf of the Partners on the dates inserted below:

**SIGNED for and on behalf of Australian Pacific
LNG Pty Ltd**
ABN 68 001 646 331

This 23 day of April 2020

By W. R. KING
(name)

[Signature]
(signature)

By CEO
(position)

in the presence of:

Samantha Kearney
(full name of witness)

DocuSigned by:
S. Kearney
475477878E624D5...
(signature of witness)

In witness to the above understandings, this MOU signed for and on behalf of the Partners on the dates inserted below:

SIGNED for and on behalf of **Australian Institute
of Marine Science**
ABN 78 961 616 230

This 12 day of JUNE 2020

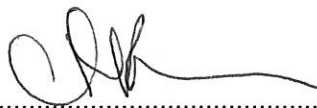
By BASIL P. ARYCK
(name)

By ACTING CHIEF EXECUTIVE OFFICER
(position)

in the presence of:

CLARE ALACQUE BONA
(full name of witness)


(signature)


(signature of witness)

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In witness to the above understandings, this MOU signed for and on behalf of the Partners on the dates inserted below:

SIGNED for and on behalf of Central Queensland
University
ABN 39 181 103 288

This 20 day of APRIL 2020

By GRANT STANLEY
(name)

By DEPUTY VICE-CHANCELLOR (RESEARCH)
(position)

in the presence of:

LESLIE WALKER
(full name of witness)

(signature)

(signature of witness)

In witness to the above understandings, this MOU signed for and on behalf of the Partners on the dates inserted below:

SIGNED for and on behalf of **Commonwealth
Scientific and Industrial Research Organisation**
ABN 41 687 119 230

This 26th day of October 2020

By Dr Andy Steven
.....
(name)

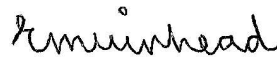


.....
(signature)

By Research Director - Coasts
.....
(position)

in the presence of:

Emily Margaret Muirhead
.....
(full name of witness)



.....
(signature of witness)

In witness to the above understandings, this MOU signed for and on behalf of the Partners on the dates inserted below:

SIGNED for and on behalf of **Fitzroy Basin Association Inc.**

ABN 30 802 469 401

This 7th day of April 2020

By Elyse Riethmuller
(name)

By CEO
(position)

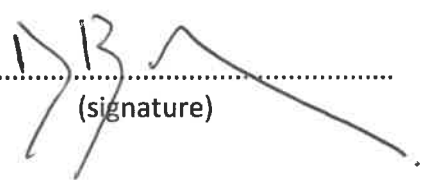

in the presence of:

Pamela Jeffery
(full name of witness)

[Signature]
(signature)

[Signature]
(signature of witness)

In witness to the above understandings, this MOU signed for and on behalf of the Partners on the dates inserted below:

SIGNED for and on behalf of Gladstone Area)	
Water Board)	
ABN 88 409 667 181)	
This <u>11th</u> day of <u>May</u> 2020)	
By <u>Darren Barlow</u>)	
(name))	
By <u>Chief Executive Officer</u>)	
(position))	
in the presence of:)	
<u>Grace Duckham</u>)	
(full name of witness))	
)	(signature of witness)
)	
)	
)	

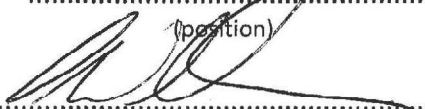
In witness to the above understandings, this MOU signed for and on behalf of the Partners on the dates inserted below:

SIGNED for and on behalf of **Gladstone Ports Corporation Limited**
ABN 13 196 5896/6263788242

This 7th day of May 2020

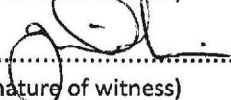
By CRAIG DENIS WALKER
(name)

By ACTING CHIEF EXECUTIVE OFFICER
(position)


(signature)

in the presence of:

JAY ERIN WILSON
(full name of witness)


(signature of witness)

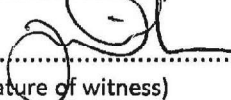
By RUFUS GANDHI
(name)

By GENERAL COUNSEL & COMPANY SECRETARY
(position)


(signature)

in the presence of:

JAY ERIN WILSON
(full name of witness)


(signature of witness)

In witness to the above understandings, this MOU signed for and on behalf of the Partners on the dates inserted below:

SIGNED for and on behalf of Gladstone Regional
Council
ABN 27 330 979 106

This 5th day of May 2020

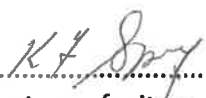
By Chris Irving
(name)

By Manager Environment and Conservation
(position)

in the presence of:

KATRINA FAY SPRY
(full name of witness)


(signature)


(signature of witness)

SIGNED for and on behalf of Australian Government, acting through Department of Agriculture, Water and the Environment)	
ABN 34 190 894 983)	
This 14 day of April 2020)	
By Angela Stokes)	<i>Angela Stokes</i>
(name))	(signature)
By Director, Reef Delivery)	
(position))	
in the presence of:)	
*)	*
(full name of witness))	(signature of witness)
)	* Please note due to the COVID-19 impact of enforced working from home arrangements this form cannot be witnessed at this time.

In witness to the above understandings, this MOU signed for and on behalf of the Partners on the dates inserted below:

SIGNED for and on behalf of **NRG Gladstone
Operating Services Pty Ltd**
ABN 90 061 519 275

This 11th day of MAY 2020

By GEOFFREY SORENSEN
(name)

By DIRECTOR
(position)

in the presence of:

CUNTON CHARLES WINDSOR
(full name of witness)

[Signature]
(signature)

[Signature]
(signature of witness)

In witness to the above understandings, this MOU signed for and on behalf of the Partners on the dates inserted below:

SIGNED for and on behalf of **Orica Australia Pty Ltd**
ABN 99 004 117 828


This 16th day of April 2020

By VINEY KUMAR
(name)

By MANUFACTURING CENTER
(position) MANAGER

in the presence of:

Mark Darryl Evans
(full name of witness)


.....
(signature)


.....
(signature of witness)

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In witness to the above understandings, this MOU signed for and on behalf of the Partners on the dates inserted below:

**SIGNED for and on behalf of Queensland
Alumina Limited
ABN 98 009 725 044**

This day of 2020

By TRENT SCHERER
(name)

[Signature]
(signature)

By MANAGER - HSE
(position)

in the presence of:

JOSH LOBODIN
(full name of witness)

[Signature]
(signature of witness)

In witness to the above understandings, this MOU signed for and on behalf of the Partners on the dates inserted below:

SIGNED for and on behalf of Queensland
Government, acting through the Department of
Environment and Science
ABN 46 640 294 485

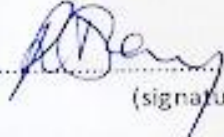
This 22 day of APRIL 2020

By Rachel D'Arcy
(name)

By Manager, OGBR, DES
(position)

in the presence of:

Adam Buchanan
(full name of witness)


(signature)


(signature of witness)

In witness to the above understandings, this MOU signed for and on behalf of the Partners on the dates inserted below:

SIGNED for and on behalf of **RIO TINTO Yarwun**
Pty Ltd
ABN 137 266 301

This 20th day of APRIL 2020

By MARK CILMORE
(name)

By GENERAL MANAGER
(position)

in the presence of:

Jenna Perrott
(full name of witness)

[Signature]
(signature)

[Signature]
(signature of witness)

In witness to the above understandings, this MOU signed for and on behalf of the Partners on the dates inserted below:

SIGNED for and on behalf of Wiggins Island Coal
Export Terminal Pty Ltd
ABN 20 131 210 038

This 15th day of April 2020

By Alana Allard
(name)

By Company Secretary
(position)

in the presence of:

Benjamin Yaksic
(full name of witness)

(signature)

(signature of witness)

Appendix 1

GHHP Partner and Contributions List

(GHHP Partner Contributions are current from 2019/20 financial year)

Partner	Membership Category	Total Contribution	PCIMP Contribution	GHHP Contribution
Australia Pacific LNG	Industry 3	\$70,000	\$57,500	\$12,500
Australian Institute of Marine Science (AIMS)	Research	In-kind \$10,000 minimum		In-kind \$10,000 minimum
Boyne Smelters	Industry 3	\$70,000	\$57,500	\$12,500
Central Queensland University (CQU)	Research	In-kind \$10,000 minimum		In-kind \$10,000 minimum
CQG Consulting	Industry 1	\$10,000		\$10,000
CSIRO	Research	In-kind \$10,000 minimum		In-kind \$10,000 minimum
Federal Government Department of Agriculture, Water and the Environment	Government 2	\$80,000		\$80,000
State Government Department of Environment and Science	Government 3	\$350,000		\$350,000
Fitzroy Basin Association	Industry 1	\$10,000		\$10,000
Gladstone Area Water Board	Government 1	\$10,000		\$10,000
Gladstone Ports Corporation Limited	Industry 4	\$157,500	\$57,500	\$100,000
Gladstone Regional Council	Government 1	\$10,000		\$10,000
NRG Gladstone Operating Services	Industry 3	\$70,000	\$57,500	\$12,500
Orica Australia	Industry 3	\$70,000	\$57,500	\$12,500
Port Curtis Coral Coast Tumra (Gidarjil Indigenous Incorporation)	Honorary	\$50		\$50
QCLNG Operating Company Pty Limited	Industry 3	\$70,000	\$57,500	\$12,500
Queensland Alumina Ltd	Industry 3	\$70,000	\$57,500	\$12,500
Queensland Energy Resources (QER)	Industry 2	\$32,500	\$20,000	\$12,500
Rio Tinto Yarwun	Industry 3	\$70,000	\$57,500	\$12,500
GLNG Operations Pty Ltd	Industry 3	\$70,000	\$57,500	\$12,500
Wiggins Island Coal Export Terminal Pty Ltd (WICET)	Industry 3	\$70,000	\$57,500	\$12,500
TOTAL		\$1,290,050	\$595,000	\$695,050