



**Australian Government**  
**Director of National Parks**



## **Memorandum of Understanding**

**between**

Director of National Parks

**and**

Friends of the Australian National Botanic Gardens Inc

**in relation to**

A framework for collaborative working arrangements

**AGREEMENT AMENDED BY EXCHANGE OF LETTERS (EMAILS) IN ACCORDANCE WITH  
CLAUSE 12.2 ON 12 NOVEMBER 2020**

# Memorandum of Understanding

**MADE** the ...18th..... day of ...November..... 2011

## **BETWEEN**

Director of National Parks (**DNP**)

**and**

Friends of the Australian National Botanic Gardens Inc (**The Friends**)

referred to collectively in this Memorandum of Understanding (**MoU**) as **the Parties**.

## **BACKGROUND**

- A. The Australian National Botanic Gardens (“ANBG”) is established as a Commonwealth reserve under the *Environment Protection and Biodiversity Conservation Act 1999* (“EPBC Act”) for the purpose of the increase of knowledge, appreciation and enjoyment of Australia’s plant heritage by establishing, as an integrated resource, a collection of living and herbarium specimens of Australian and related plants for study, interpretation, conservation and display.
- B. The ANBG is assigned to the International Union for the Conservation of Nature (“IUCN”) category habitat/species management area under the EPBC Act and is managed consistently with the management principles applicable to that category prescribed in Schedule 8 to the *Environment Protection and Biodiversity Conservation Regulations 2000* (“EPBC Regulations”).
- C. It is the function of DNP under the EPBC Act to administer, manage and control ANBG and DNP must do so to give effect to the management plan in operation for the ANBG from time to time under EPBC Act.
- D. A range of actions and activities in the ANBG are controlled by the EPBC Act and EPBC Regulations.
- E. The Friends is a non-profit community based organisation incorporated under the *Associations Incorporation Act 1991* (ACT) with objects to:
- support the ANBG;
  - increase community awareness of the scientific, educational, conservation and recreation functions of the ANBG;
  - promote the continued development of the ANBG; and
  - serve as a link to encourage the use and enjoyment of the ANBG by the community.
- F. The Friends carries out a range of activities in and in relation to the ANBG in furtherance of its objects, some being done under the direction of DNP, some being done jointly with DNP, and some being done independently of DNP.

- G. This MoU sets out the agreements and understandings between DNP and the Friends in relation to the collaborative working arrangements to facilitate the Friends carrying out its activities in accordance with the EPBC Act and EPBC Regulations.

## **OPERATIVE PROVISIONS**

### **1. Purpose and Effect**

- 1.1 The purpose of this MoU is to provide a framework within which DNP and the Friends can work collaboratively to perform the functions of DNP and carry out the objects of the Friends.
- 1.2 Nothing in this MoU is intended to give rise to legally enforceable rights or obligations between the Parties.

### **2. Commencement, Duration and Review**

- 2.1. This MoU will be made and effective immediately following the date the last of the Parties signs the MoU and will continue until terminated in accordance with clause 12.1.
- 2.2. The Parties will regularly review the operation of this MoU and will do so at least once every three (3) years.

### **3. General Responsibilities and Acknowledgements**

- 3.1. The Parties will assist and cooperate with one another to carry out the terms of this MoU.
- 3.2. The Parties acknowledge:
- a. the Friends' support to the ANBG through the activities of the Friends is of significant value and benefit to DNP;
  - b. access to the ANBG and appropriate facilities at the ANBG (subject to availability) for the conduct of the Friends' activities is essential to the Friends' ability to support the ANBG;
  - c. the value of sharing resources wherever practical;
  - d. access to the expertise of management and staff of the ANBG assists the Friends in carrying out its activities;
  - e. activities of the Friends in the ANBG need to be consistent with management of the ANBG in accordance with the EPBC Act and EPBC Regulations and DNP's statutory obligations;
  - f. activities of the Friends in the ANBG need to be done with the knowledge of DNP;
  - g. each party must respect any information provided in confidence;
  - h. the need to work co-operatively to strengthen existing collaborative arrangements; and
  - i. the need for ethical and professional conduct to ensure that the reputation and credibility of each Party is maintained.

#### **4. ANBG Activities – Volunteers – Management and Insurance**

- 4.1 Members of the Friends who carry out the activities listed in Schedule 1 of this MoU do so under the direction and guidance of DNP in accordance with DNP's Volunteer Policy, under which they:
- a. sign a Volunteer Agreement;
  - b. completed training and induction;
  - c. perform activities described in a duty statement; and
  - d. are supervised by a member of the ANBG staff in performing those activities.
- 4.2 Members of the Friends who carry out the activities listed in Schedule 1 are employees of DNP for the purposes of the *Safety Rehabilitation and Compensation Act 1988* (in accordance with Notice of Declaration under section 5(6) of the Act published in the *Gazette* on 6 September 2000) and will be entitled to compensation in accordance with the Act in respect of injury or disease suffered in the course of carrying out their activities.
- 4.3 Members of the Friends who carry out the activities listed in Schedule 1 are voluntary workers for the purposes of DNP's insurance under the Australian government Comcover scheme and DNP will provide personal effects insurance cover where loss, destruction or damage to personal effects occurs during their activities.
- 4.4 Schedule 1 may be varied at any time, including to incorporate new activities, in accordance with clause 12.2.

#### **5. Friends Activities – Voluntary Workers – Management and Insurance**

- 5.1. DNP acknowledges that members of the Friends who carry out activities listed in Schedule 2 of this MoU will be treated as carrying out the activities at the request of DNP and therefore be voluntary workers for the purposes of DNP's insurance under the Australian government Comcover scheme.
- 5.2. The Parties acknowledge that:
- a. members of the Friends who carry out activities listed in Schedule 2 of this MoU do not carry out the activities under the control and direction of DNP in accordance with DNP's Volunteer Policy; and
  - b. the activities may be covered by an agreement between DNP and the Friends, or a permit issued by DNP;
  - c. ANBG may require reporting of activities carried out by voluntary workers; and
  - d. ANBG requires all proposed travel beyond the Gardens by Schedule 2 voluntary workers to be approved by the General Manager ANBG prior to travel.
- 5.3. DNP will provide personal accident insurance cover in the event of bodily injury or death to those voluntary workers who carry out the activities listed in Schedule 2 where the bodily injury or death occurs during the voluntary worker's official duties on DNP's behalf.
- 5.4. DNP will provide personal effects insurance cover to those voluntary workers who carry out the activities listed in Schedule 2 where loss, destruction or

damage to personal effects occurs during the voluntary worker's official duties on DNP's behalf.

- 5.5. Schedule 2 may be varied at any time, including to incorporate new activities, in accordance with clause 12.2.

## **6. Planning for Activities of the Friends at the ANBG**

- 6.1. The Friends will provide an annual program of its planned activities and events, including on-going activities at the ANBG Black Mountain site (e.g. Special Interest Group meetings and workshops), to the General Manager ANBG by 1 March each year.
- 6.2. The General Manager ANBG and the Friends will agree on the program by 1 April, together with an allocation of ANBG resources (including access to facilities in accordance with clause 7 of this MoU and staff), to assist with the conduct of activities and events.
- 6.3. The annual program of Friends' events and activities, and any associated allocation of ANBG resources, may be varied by agreement between the General Manager ANBG and the Friends. Either Party may propose changes to the program.
- 6.4. Events and activities organised by the Friends at the ANBG will be in accordance with the agreed programs, approved by the General Manager ANBG in advance and done in accordance with any applicable requirements of the management plan in operation for the ANBG from time to time.
- 6.5. Events and activities conducted by the Friends should not impose burdens on ANBG resources outside what is agreed between the Friends and the General Manager ANBG under clause 6.2 or clause 7.
- 6.6. Members of the Friends carrying out activities at the ANBG will receive appropriate briefings on Occupational Health and Safety in relation to the activities they are undertaking.
- 6.7. Members of Parliament and their guests invited by the Friends to an event or activity held at the ANBG must be approved in advance by the General Manager ANBG. This process is likely to involve the Ministerial Liaison Unit within the Department responsible for the ANBG

## **7. DNP Facilities and Assistance**

- 7.1. DNP will continue to provide the Friends with free access to a lounge and office space during ANBG opening hours. DNP's and the Friends' responsibilities in relation to these facilities are:
  - a. DNP – is responsible for opening and closing the lounge on a daily basis, cleaning the lounge and office space, and providing external services (such as, water and electricity); and
  - b. the Friends – is responsible for maintaining a reference library and providing tea and coffee to the lounge for use by members of the Friends.
- 7.2. DNP will provide plant samples to Botanic Art Group meetings for members to produce artistic works.

- 7.3. Friends Botanic Art Group members will be permitted to remove the plant samples provided by DNP under clause 7.2 from the ANBG upon signing an agreement that the plant material will be used only for artistic purposes, kept in the member's possession and either destroyed or returned to the ANBG upon completion of the art work.
- 7.4. DNP will continue to provide the Growing Friends with access to the following plant propagation areas and growing facilities near the Banks Building:
  - a. 4.5m x 10.5m igloo;
  - b. 3m x 10.5m and 7m x 10.5 shade structures; and
  - c. 2m x 4.5m storage shed.
- 7.5. DNP's and the Friends' responsibilities in relation to these facilities are:
  - a. DNP – is responsible for maintenance of the buildings and providing external services (such as, water and electricity); and
  - b. the Friends – is responsible for the operations of the plant propagation area and co-ordinating plant sales.
- 7.6 DNP will provide approved plant material to the Growing Friends for propagation purposes.
- 7.7 From 1 January 2015 Members of the Friends will be allowed free parking at ANBG for up to 3 hours. An annual parking pass will be issued by the Friends to each member for this purpose. Members who are engaged in volunteer activities covered in the Schedules to this MOU will be issued a special pass by the Gardens to allow unlimited parking. Other members may apply to the Friends for special day passes when they have a genuine reason to stay longer than 3 hours at the gardens. A member of the Friends must clearly display the parking pass in his or her vehicle whenever he or she parks a vehicle in the ANBG.
- 7.8 DNP may provide other facilities or assistance to the Friends as agreed from time to time.

## **8. Liaison**

- 8.1. The Executive Director ANBG, General Manager ANBG, ANBG Friends Liaison Officer and an ANBG staff representative are ex-officio members of the Council of the Friends and will attend Council meetings, subject to the Constitution of the Friends and decisions of the Council.
- 8.2. The General Manager ANBG will liaise with the Friends through meetings of the Council of the Friends and, as necessary, through the Executive Committee of the Council.
- 8.3. The Executive Director ANBG (or an ANBG staff member representing the Executive Director) will provide a report at the annual general meeting of the Friends.
- 8.4. In order to promote co-operation and enable effective support, members of the Friends engaged in Volunteer activities listed in Schedule 1 will, in consultation with the ANBG staff members responsible for supervising those activities, keep the Council of the Friends informed of their activities and related matters.

- 8.5. Liaison between the ANBG and Friends' Special Interest Groups will be in accordance with clause 9 of this MoU.

## **9. Friends Special Interest Group Liaison Officers**

- 9.1. ANBG staff members will be nominated as Liaison Officers for each of the following Friends' Special Interest Groups ("SIGs"):

- a. Botanic Art Group;
- b. Growing Friends;
- c. Special and Social Events;
- d. Photographic Group;
- e. Plant Science Group;
- f. Other Special Interest Groups as appropriate.

- 9.2. The Liaison Officer/s will be kept informed on a timely basis of activities undertaken by the SIGs and be the first point of contact for requests and dealings between the SIGs and ANBG.

- 9.3. The Friends will inform the General Manager ANBG of any new SIG and the Parties will agree on the liaison and any assistance arrangements for that SIG.

## **10. Friends Fundraising and Project Funding for ANBG Projects**

- 10.1. The General Manager ANBG, in consultation with the Projects Subcommittee of the Council of the Friends, will by 1 March each year prepare an annual list of projects for funding by the Friends to be considered by the Council.

- 10.2. New projects may be nominated by General Manager ANBG and the Projects Subcommittee of the Council of the Friends at other times during the year.

- 10.3. ANBG staff (through the General Manager ANBG) and members of the Friends (through the Projects Subcommittee of the Council of the Friends) may propose projects for funding by the Friends. The General Manager and Projects Subcommittee will consult one another about such proposals.

- 10.4. Projects to be funded by the Friends must be approved by the Council of the Friends.

- 10.5. Projects to be funded from the Friends of the ANBG Public Fund must be approved by the Public Fund Management Committee.

- 10.6. DNP will support appropriate Friends fundraising activities and projects funded by the Friends within available ANBG staffing resources.

## **11. Insurance Arrangements**

- 11.1. Insurance cover for volunteers who carry out the activities listed in Schedule 1 will be in accordance with clause 4 of this MoU.

- 11.2. Insurance cover for voluntary workers who participate in the activities listed in Schedule 2 will be in accordance with clause 5 of this MoU.

11.3. The Friends will maintain public liability insurance cover in respect of its activities in relation to the ANBG.

## 12. Termination and Variations

12.1. This MoU may be terminated:

- a. at any time by written agreement of the Parties; or
- b. by one party giving at least six (6) months written notice to the other Party.

12.2. This MoU (including Schedules 1 and 2) may be varied or amended by written agreement of the Parties.

## 13. Dispute Resolution

13.1. If a dispute regarding any matter under this MoU arises, the Parties will meet and discuss the matter and endeavour to resolve the dispute by direct negotiation in a spirit of cooperation.

13.2. In the event of a failure to resolve a dispute by direct negotiation, the Parties will resolve the dispute through mediation using an agreed mediator.

## SIGNED BY THE PARTIES

Signed on behalf of **Director of National Parks** in the presence of:

D R Fitzpatrick

.....  
[signature of witness]

8 November 2011

.....  
[date of signature]

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Peter Cochrane

.....  
[signature of representative]

8 November 2011

.....  
[date of signature]

Signed on behalf of **Friends of the Australian National Botanic Gardens Inc.** in the presence of:

Mario Catanzaritti

.....  
[signature of witness]

18 November 2011

.....  
[date of signature]

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David Coutts

.....  
[signature of representative]

18 November 2011

.....  
[date of signature]



## Schedule 1 – ANBG Activities – Volunteers

(clause 4)

Activity	Position description <sup>1</sup>	ANBG supervisor	Is the activity supported by the Friends? <sup>2</sup>
Volunteer Guides	Provide guided tours to visitors of the ANBG and related duties	Visitor Experience Team Leader	Yes
Botanic Resource Centre Facilitators	Provide support to users of Botanic Resources Centre	Visitor Services Ranger	Yes
Research Volunteer	Assist with data collection and analysis for research projects on-site and off-site	Various ANBG staff members are responsible for particular research projects	Yes
Outreach Volunteer (for special events e.g. Floriade, Arboretum Open Day)	Assist with coordination and staging of ANBG events on-site and off-site and support ANBG's participation in third party events	Visitor Experience Team Leader or ANBG staff member responsible for coordinating event	Yes
Seed Bank Volunteer	Assist with processing seed, including germination trials and databasing	Seed Bank Manager	Yes
Seed Collecting Volunteer (Seedy Volunteer)	Collect seed from the field	Seed Bank Manager	Yes
Visitor Centre Volunteers	Provide meet and greet services to visitors at the Visitor centre	Visitor Experience Team Leader	Yes

<sup>1</sup> Please refer to duty statements for more information.

<sup>2</sup> The Friends participate in, and provide support to, the activities listed in Schedule 1 (refer to clause 8.4)by:

- a) making a financial contribution to the activity, and/or
- b) providing members of the Friends to participate in the activity.

## Schedule 2 – Friends Activities – Voluntary workers

(clause 5)

Activity, Group or Committee Title	Convenor (not an ANBG staff member)	Management Arrangements with ANBG
Growing Friends – <i>Friends Special Interest Group</i>	Growing Friends Convenor	<p>ANBG and GF to meet as required and mutually agreed.</p> <p>GF Convenor to send requests for changes to the approved plant release list (cuttings and seed) to the Plant Records Co-ordinator each July. ANBG to review the requests and provide the approved plant release list for propagation.</p> <p>ANBG provide, free-of-charge, meeting room for monthly meetings and propagation sessions.</p> <p>ANBG provide, free-of-charge, propagation facilities, including poly tunnel and shade house.</p>
Plant Sales by Growing Friends	Growing Friends Convenor	<p>Report to ANBG Curator, Living Collections</p> <p>Friends request approval from Visitor Experience Team Leader for dates for plant sales.</p> <p>ANBG approve dates for plant sales.</p> <p>ANBG provides marketing and coordination of plant sales to be held in ANBG.</p> <p>ANBG provide outdoor space for plant sales, free-of-charge.</p>
Botanic Art Group – <i>Friends Special Interest Group</i>	Botanic Art Group Convenors (note: currently there are three Botanic Art Groups each with a Convenor)	<p>Report to ANBG through Visitor Experience Team Leader</p> <p>ANBG provide, free-of-charge, meeting room for monthly meetings and botanic art workshops.</p> <p>ANBG Ranger to collect and provide plant material for painting purposes, as per clause 7.2 and 7.3.</p>
Annual Botanic Art Exhibition presented by Botanic Art Group	Botanic Art Group Convenors	<p>Report to ANBG through Visitor Experience Team Leader.</p> <p>ANBG provide use of Visitor Centre Gallery free-of-charge for exhibition. ANBG approves dates for exhibition.</p>

Photographic Friends Special Interest Group	Photographic Group Convenor	<p>Report to ANBG through Visitor Experience Team Leader.</p> <p>ANBG provides free-of-charge venue for meetings.</p> <p>ANBG provides use of Visitor Centre Gallery free-of-charge for exhibitions.</p> <p>Visitor Experience Team Leader approves exhibition dates.</p>
Friends Projects Subcommittee	Projects Convenor	<p>Report to Council and ANBG at monthly Council meetings and meet with ANBG representatives as required.</p> <p>ANBG provide, free-of-charge, venue for meetings.</p>
Friends Social Events and Activities Subcommittee	Friends Social Events Subcommittee Convenor	<p>Report to ANBG through General Manager.</p> <p>Annual social events and activities calendar submitted to General Manager for approval by May each year for the following financial year.</p> <p>Liaise with Assistant Director of CVS in relation to particular events and activities.</p>
Summer concerts. Friends to provide support in agreed ways, including financial backing, entry donation collecting, Information stall.	Friends Social Events and Activities Subcommittee Convenor	<p>Report to ANBG through Major Events Working Group</p> <p>ANBG provide, free-of-charge, venue for meetings.</p>
Friends Student Photo Competition	Competition Convenor	<p>Report to ANBG through Visitor Experience Team Leader.</p> <p>ANBG provides the Visitor Centre Exhibition space, free-of-charge.</p>
Public talks organised by Friends Talks Subcommittee	Friends Talks Subcommittee Convenor	<p>Report to ANBG through Visitor Experience Team Leader.</p> <p>Convenor to provide calendar of speakers for approval by the General Manager.</p> <p>ANBG promote talks.</p> <p>ANBG provide theatre free-of-charge for talks.</p> <p>Talks open to Friends members and the public.</p>

Friends Council and Executive	Friends President	No management arrangements necessary as Executive Director, General Manager and Business Development Manager attend Council meetings.  ANBG provide, free-of-charge, venue for monthly Council meeting and Executive meetings.
Friends Newsletter and Publications Subcommittee	Newsletter Convenor	No management arrangements in place.  ANBG provide, free-of-charge, venue for meetings. Some meetings held off-site.
Friends IT Convenor(s)	Friends IT Convenor(s)	No management arrangements in place.  ANBG provide, free-of-charge, venue for meetings. Some meetings held off-site.
Friends Website Subcommittee	Friends Website Convenor	No management arrangements in place.  ANBG provide, free-of-charge, venue for meetings. Some meetings held off-site.
Friends Membership Subcommittee	Membership Convenor	No management arrangements in place.  ANBG provide, free-of-charge, venue for meetings. Some meetings held off-site.
Friends Visiting Outreach Group	Assist with the marketing and promotion of the ANBG and its education programs to schools and community groups	Reports through Education and Learning Coordinator on proposed program, key messages and evaluation of program
Friends Plant Science Group	Friends Plant Science Group Convenor	Report through manager, botanic information group. ANBG to provide free of charge venue for meetings. Conduct relevant activities in agreement with ANBG management.
Flowers Fruit and Foliage	Manage, research and write Flowers Fruit and Foliage brochure and signage trail	Liaison with Rangers and Visitor Experience Team Leader.
Other Council committees/ projects	Ad hoc committees or projects e.g. Friends working on archiving and retention, or other activities arising from the new Strategic Plan.	No management arrangements