

4.10 GARDINERS CREEK REGIONAL COLLABORATION MEMORANDUM OF UNDERSTANDING

Responsible Director: Jarrod Doake

RECOMMENDATION

That Council:

- 1. Acknowledges the strategic role for Council as member of the Gardiners Creek Regional Collaboration in the improvement of the local amenity of the Gardiners Creek Catchment for the benefit of community and the environment.*
- 2. Endorses Council's role in the Gardiners Creek Regional Collaboration by executing the Memorandum of Understanding and noting the Terms of Reference.*
- 3. Delegates authority to the Chief Executive Officer to sign the Memorandum of Understanding to formalise the membership over its' three year term.*

INTRODUCTION

The purpose of this report is to seek approval from Council to endorse a new Memorandum of Understanding (MOU) and to note the TOR to establish formal membership to the Gardiner's Creek Regional Collaboration. (Attachment 1 and 2)

BACKGROUND

The Gardiners Creek (Kooyongkoot) Regional Collaboration (Collaboration) includes up to 23 participating organisations which have come together to create a vision for Kooyongkoot Catchment and its future.

Gardiners Creek (Kooyongkoot) is an urban waterway originating near Blackburn and flowing through Burwood and Malvern East before following the Monash Freeway to the Yarra River (Birrarung). It plays an important role in providing open space, offering highly valued active and passive recreational opportunities as well as water and biodiversity values.

Current membership to the Collaboration includes City of Boroondara, City of Monash, City of Stonnington and City of Whitehorse Councils, along with Traditional Owners, Yarra Valley Water, Melbourne Water, and the Kooyongkoot Alliance. It also includes various sporting associations and community organisations, representing users (football, golf, cyclists, etc) of the catchment and those interested in its preservation and protection.

In areas where Gardiners Creek flows through Monash, much of the creek is fenced, concrete lined and limited to a bike trail, but there are a few linked reserves (such as Ashwood-Jingella and North Gardiners Reserve), bushland reserves and a wetland. However, the wider catchment includes Scotchmans Creek and Damper Creek Conservation reserves and surrounding areas.

DISCUSSION

The formation of the Collaboration was initiated by City of Stonnington, who adopted their masterplan for Gardiners Creek in September 2020, with the intention to develop a shared vision for the wider catchment.

[www.stonnington.vic.gov.au/About/Corporate-documents/Strategies-and-plans/Gardiners-Creek\[1\]KooyongKoot-Masterplan](http://www.stonnington.vic.gov.au/About/Corporate-documents/Strategies-and-plans/Gardiners-Creek[1]KooyongKoot-Masterplan)

Over the last 12-14 months, five forums have been undertaken by the Collaboration members to codesign the vision; determine the preferred governance approach and clarify priorities and projects. The facilitator for the program (Collaboration Lead) was originally hosted at Stonnington to coordinate the forums and the Collaboration but is now being hosted by Boroondara from July 2022 until the signing of the MOU.

The Collaboration's Vision for Gardiners Creek KooyongKoot is;
"KooyongKoot and its catchment is protected, valued and loved, supporting diverse uses and thriving biodiversity. As custodians of our natural environment, Traditional Owners play a key role in its management. Community and all stakeholders are working together to heal, strengthen and ensure the resilience of KooyongKoot and its catchment."

To address governance, the Collaboration has agreed to utilise a non-binding MOU, supported by a TOR to coordinate the partnership and responsibilities of the Collaboration members.

This has been negotiated across the members and the final document is attached. No funds are committed under the MOU, and up to date, Monash Council as only be contributing staff time to the Collaboration activities.

At the last forum in October 2022, the Collaboration attendees, representing 16 of the 23 member organisations identified up to 15 projects which could be explored and prioritised down to four key projects to initiate. These include:

- 1) Broad-based strategic plan for the catchment
- 2) Cultural Values study and program (with Traditional Owners)
- 3) Regional Advocacy and development of a prospectus/brochure to promote the Collaboration purpose and its work. This may also assist in attracting grant funds for collaborative projects.
- 4) A Data Strategy – to collect baseline health data (biodiversity, water quality etc)

Small groups have now been meeting regularly to develop these key priorities, noting that they overlap and support each other.

The MOU for 2023-26 will be underpinned by these priority partnership projects. The plan for launch of the MOU is in mid- February- March 2023.

Of note, in 2022, the Victorian Government announced an allocated of \$250K in its budget to fund a Kooyongkoot-Gardiners Creek plan and provide resourcing, in partnership with the Kooyongkoot Alliance and Wurundjeri Woi Wurrung Traditional Owners, which covers the broader Kooyongkoot catchment and will help to fast track the improvement of the catchment. This long term plan will create lasting and sustainable improvements to the

amenity and environment from Blackburn Lake to the Yarra. Kooyongkoot Alliance includes representation from all the Friends Groups within the catchment including the Friends of Valley reserve and Scotchmans Creek and Damper Creek, and represent these groups on the Collaboration. This funding is not designed to fund the work of the Collaboration but may complement.

POLICY AND LEGAL IMPLICATIONS

Membership to the Collaboration aligns with the following priorities of the Environmental Sustainability Strategy 2016-2026:

Priority 2 Urban Ecology

Priority 5 Integrated water Management

Priority 6 Partnership and Leadership

Members of the Collaboration have obtained legal review of the MOU and adjusted accordingly.

SOCIAL IMPLICATIONS

Working with the members of the Collaboration may provide opportunities to improve the Gardiners Creek catchment that would not be achieved by working independently. The focus is improving this asset for the benefit of the community and the environment across the whole catchment and to collaborate with other municipalities and key user stakeholders.

HUMAN RIGHTS CONSIDERATIONS

Improvement of a local shared open space for the benefit of the community would be inline with the broad principles of the International Human Rights and Social Justice Charter.

FINANCIAL IMPLICATIONS

There is no formal commitment to provide funds to the Collaboration or lead body as a result of endorsing the MOU and the MOU is non-binding. It is anticipated that the formation of the Collaboration may help attract further grant funding opportunities for the catchment

CONCLUSION

That Council acknowledges and endorses Monash Council's role in the Gardiners Creek Collaboration by executing the MOU and noting the TOR. Delegates authority to the CEO to sign the MOU to formalise the membership over its three-year term.

ATTACHMENTS:

Attachment 1 – Memorandum of Understanding 2023-2026

Attachment 2 – Terms of Reference for the Collaboration

GARDINERS CREEK REGIONAL COLLABORATION

MEMORANDUM OF UNDERSTANDING

We acknowledge the Wurundjeri Woi Wurrung as the traditional custodians of the Gardiners (KooyongKoot) Creek and its catchment. We pay our respects to their ancestors and Elders, past and present. We recognise and respect their unique cultural heritage, beliefs and ongoing relationship to their traditional lands.

The sub-catchment continues to be important to all those who live, work and visit in the area.

(EDITORIAL NOTE: Along with other references to the Traditional Owners this is still the subject of consultation with the Traditional Owners. Once Traditional Owners have confirmed their position on the GCRC, we will provide an addendum to this MOU, formalising the status of their involvement.)

1. BACKGROUND

- 1.1 The Gardiners Creek (KooyongKoot) sub-catchment is 112 square kilometres and spans much of the eastern suburbs of Melbourne. As well as the municipalities that it runs through, it has a significant impact on the quality and health of the Birrarung (Yarra) River and in turn Port Phillip Bay. It is a significant open space network containing parks, reserves and sports grounds that provide recreation, exercise, events and activities, sports, urban ecology, transport and biodiversity connectivity, and public amenities to the local community. Along its banks, areas of remnant riparian bushland survive.
- 1.2 Gardiners Creek Regional Collaboration (GCRC) is a formal alliance of councils, water authorities, community groups, Traditional Owners, educational and environmental organisations, and peak sport and recreation bodies working together on joint efforts to ensure that the Gardiners Creek (KooyongKoot) sub-catchment is protected, valued and loved, supporting thriving biodiversity and diverse uses. We see Traditional Owners as sovereign partners in the GCRC, and their involvement is still the subject of consultation with the Traditional Owners (understanding that it is their decision through self-determination).
- 1.3 Melbourne Water as the waterway manager and Catchment Management Authority endorses the vision, objectives and principles of the collaboration and will participate in the governance structure at the highest level.
- 1.4 GCRC was formed as a result of a series of forums in 2021 and 2022 that included the Collaboration members. The forums revealed the need for regional collaboration to provide direction on the scope and required strategic planning for Gardiners Creek (KooyongKoot) sub-catchment. A shared vision, objectives and principles were developed at the forums, and priorities were suggested to provide a framework for GCRC activities.

2. DEFINITIONS

GCRC refers to the formal alliance formed to protect and enhance the Gardiners Creek sub-catchment. May also be referred to as the Collaboration.

Host Organisation means organisation that will host GCRC and administer GCRC's finances as described in Sections 10 of this MOU. The Host Organisation will be generally one of the Partner organisations of the collaboration.

Integrated Water Management is a collaborative approach to planning that brings together organisations that influence all elements of the water cycle, including waterways and bays, wastewater management, alternative and potable water supply, stormwater management and water treatment. It considers environment, social and economic benefits.

Member can refer to the Sovereign Partner or any Partner or Supporter of the GCRC as defined below:

Partner is a party that will endorse the vision and objectives of the Collaboration; participate in the governance structure at the highest level; be publicly listed as a Partner in written and digital public material; provide in-kind staff and volunteer leadership and on a case by case basis contribute to implementing agreed initiatives.

Sovereign Partner means the Traditional Owners, who have an essential role in land and water management.

Supporter is an organisation that will endorse the vision and objectives of the Collaboration; be publicly listed as a supporter in written and digital public material; provide in-kind staff and volunteer leadership and contribute to implementation of relevant initiatives.

Stakeholder is an organisation that will not be a member of the GCRC but continue to be engaged in the Collaboration and will be consulted on general direction, in particular with initiatives that impact them.

Steering Committee is the governing body of the Collaboration, made up of the Partners that will make strategic and operational decisions on behalf of the Collaboration.

Water efficiency means doing more with the same or less volume of water. This is different to water conservation which is restricting the total amount of water used by people.

3. PARTIES

3.1 Members of the Collaboration that are signatories to this MOU are:

- AFL Victoria
- Bicycle Network
- Boroondara City Council
- Cricket Victoria
- Deakin University
- Field Naturalists Club of Victoria
- Football Victoria
- Glen Eira City Council
- Golf Victoria
- KooyongKoot Alliance
- Monash Council

- Stonnington City Council
- Whitehorse City Council
- Yarra Riverkeeper Association
- Yarra Valley Water

3.2 The Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation are regarded as the Sovereign Partner as Traditional Owners have an essential role in land and water management.

4. PURPOSE AND SCOPE

4.1 The purpose of this MOU is to articulate the governance arrangements and expectations by:

- 4.1.1 defining the roles and obligations of the Host Organisation and Partners in the GCRC's governance structure
- 4.1.2 facilitating the opportunity for all members to contribute to planning projects, programs and other initiatives
- 4.1.3 providing, in general, a framework to guide collaborative work consistent with the agreed shared vision and objectives of the Collaboration.

5. SHARED VISION

The following is the shared vision agreed to by members of the Collaboration:

KooyongKoot and its catchment is protected, valued and loved, supporting diverse uses and thriving biodiversity.

As custodians of our natural environment, Traditional Owners play a key role in its management.

Community and all stakeholders are working together to heal, strengthen and ensure the resilience of KooyongKoot and its catchment.

6. OBJECTIVES

The following are the objectives agreed to by members of the Collaboration:

- 6.1 Traditional Owners have a key role in the management of KooyongKoot, and KooyongKoot is a place where we collectively celebrate Country.
- 6.2 Protect sensitive environmental areas, enhance and expand biodiversity, habitat and bio-links along the creek corridors.
- 6.3 Promote consistent and collaborative planning across the sub-catchment, recognising that impacts go beyond sub-catchment borders.
- 6.4 Enable climate resilience.
- 6.5 Improve water efficiency, water quality and water management.

- 6.6 Enable diverse recreational uses to support health and wellbeing, community connection and environmental protection.
- 6.7 Encourage sustainable transport use within the sub-catchment.
- 6.8 Preserve and expand green space.
- 6.9 Celebrate culture and heritage.
- 6.10 Connect people to nature.
- 6.11 Advocate to protect and enhance the ecological and social values of the sub-catchment.
- 6.12 Manage expectations and encourage harmony between different stakeholders.
- 6.13 Encourage innovation and sharing of research and learning by community, education, corporate and public sectors.

7. PERIOD

- 7.1 From 1 January 2023 to 30 June 2026.

8. PRINCIPLES

- 8.1 In all matters arising under this MOU, the parties agree to the following principles:
 - 8.1.1 inclusive and respectful working environment
 - 8.1.2 open and transparent communication and sharing of information
 - 8.1.3 acting in good faith, foremost in the interests of the sub-catchment
 - 8.1.4 fostering a culture of learning with regular monitoring and review
 - 8.1.5 working in collaboration to achieve positive outcomes
 - 8.1.6 participating parties recognise that seeking or offering early consultation and collaboration opportunities within the GCRC on best practice approaches will improve outcomes across the sub-catchment. Parties will best endeavour to consult and inform other parties about relevant and substantial developments, projects or other non-emergency works.

9. GOVERNANCE ARRANGEMENTS

- 9.1 The following members are Partners that will form the governing body of the Collaboration, also known as the Steering Committee:
 - Boroondara City Council
 - Deakin University
 - Field Naturalists Club of Victoria

- Football Victoria
- KooyongKoot Alliance
- Melbourne Water
- Monash City Council
- Stonnington City Council
- Whitehorse City Council
- Yarra Valley Water

9.2 On behalf of the broader Collaboration, the above organisations listed in 9.1 commit to maintaining a robust governance structure to ensure:

9.1.1 objective and effective decision-making

9.1.2 appropriate processes for accountability

9.1.3 effective communications and information exchange within GCRC's networks.

9.3 GCRC undertakes its work under the guidance of:

9.2.1 a **Steering Committee**

9.2.2 **Working Groups**

9.2.3 a **GCRC Collaboration Lead**.

9.4 The roles, responsibilities and operational processes of the governance structure are detailed in the separate Terms of Reference.

9.5 The Terms of Reference can be amended at any time by decision of the Steering Committee

10. FINANCE

10.1 Both participation and funding are important to the success of the GCRC but the ability to provide funding contributions should not restrict participation. Organisations may choose to make in-kind contributions in addition to or as an alternative to financial contributions.

10.2 Each GCRC Partner considers their ability to make funding contributions as part of their annual budget process.

10.3 The detail of the funding arrangements, including any individual organisational contributions, will be clarified in a separate funding agreement (or multiple agreements).

10.4 Host Organisation will be responsible for managing GCRC's finances. Funding received from Partners will be used for either the core operation of GCRC or for programs, projects and initiatives.

10.5 The Host Organisation will report to members on an annual basis regarding the GCRC funds spent in each financial year and the budget balance (the GCRC Reserve).

11. STAFF

- 11.1 The GCRC Collaboration Lead will be hosted and employed at Host Organisation on behalf of all members. The Host Organisation and its role will be subject to change by decision of the Steering Committee and Host Organisation when required.
- 11.2 The GCRC Collaboration Lead:
- a) will be accountable to and will report to the GCRC Steering Committee for strategic and operational direction
 - b) will report to the Host Organisation in regard to employment conditions, and the Host Organisation will review the annual work plan for the GCRC Collaboration Lead, in consultation with the Steering Committee.
- 11.3 The parties agree to reach a mutually satisfactory hosting arrangement that best meets the needs of all members and/or the initiative in question.
- 11.4 Additional GCRC project staff may be employed at any time during the period of the MOU as required. This will be arranged and managed by the relevant organisations participating in the particular project, program or initiative.

12. SHARING INFORMATION AND RESOURCES

- 12.1 All members will aim, where reasonably possible, to share information relevant to the Collaboration with each other. In the normal course of events, the members will work on the assumption that information should be freely exchanged.

13. DISPUTE RESOLUTION

- 13.1 If any dispute or difference arises between the parties in carrying out the principles of this MOU that cannot be resolved, then the parties will seek an agreed independent mediator to resolve the matter.

14. ADDITIONS TO THE COLLABORATION

- 14.1 Any additional organisation wishing to join GCRC as members can express interest in writing to the GCRC Collaboration Lead. The decision to accept new members will be made by agreement of the GCRC Steering Committee.
- 14.2 Any additional organisation wishing to join the GCRC will need to commit to:
- a) the vision and objectives of the collaboration
 - b) to act in the best interest of the collaboration.

15. TERMINATION OF MEMBERSHIP AND DISSOLUTION

- 15.1 Any party may cease being a party to this MOU at any time by writing to the Host Organisation. Any unspent fees will not be refunded to the exiting Partner member, except via agreement of the Steering Committee.

15.2 Any obligations and commitments agreed to before the date of exit are to be fulfilled by the exiting party. Exiting Partners are also to provide any information required to fulfil any contractual obligations beyond the time of exit.

15.3 The Collaboration may be dissolved by a vote of the Steering Committee through processes as described in the Terms of Reference.

15.4 The trigger for a vote dissolution is when membership declines to a point where the Collaboration's ongoing operation is no longer viable.

16. MOU REVIEW PROCESS

16.1 A formal review of the MOU will start no later than 1 July 2025, to be completed no later than 30 June 2026, though the Steering Committee can elect to commence one earlier.

17. EXECUTION

SIGNED for and on behalf of **<insert name of organisation> (as member)**)

by:

(Name of signatory)

)

)

(Signature)

Date:

GARDINERS CREEK REGIONAL COLLABORATION

TERMS OF REFERENCE

These Terms of Reference should be read in conjunction with GCRC's Memorandum of Understanding (MOU). These Terms of Reference have been developed in line with the MOU to guide the function of the GCRC to ensure:

- progress towards our shared vision and objectives
- sound and effective decision-making
- appropriate processes for accountability to GCRC as an entity and to individual members
- effective communication and information exchange within GCRC's networks are maintained.

GCRC pursues its work agenda under the guidance of a Steering Committee, Working Groups, and a GCRC Collaboration Lead and any other staff.

1. GCRC STEERING COMMITTEE

1.1 Role of the Steering Committee

- 1.1.1 Act to further the vision, objectives and principles of the Collaboration, including form Working Groups as required.
- 1.1.2 Develop GCRC's strategic plan and annual implementation plans, in consultation with applicable Working Groups.
- 1.1.3 To establish and provide direction to GCRC projects, programs and advocacy initiatives consistent with the agreed shared vision and objectives, and in consultation with applicable Working Groups.
- 1.1.4 Oversee GCRC's finances and endorse financial reports.
- 1.1.5 Endorse funding submissions and contractual agreements on behalf of their organisation.
- 1.1.6 Identify new areas where advocacy is needed and approve advocacy submissions when required consistent with the objectives of the Collaboration.
- 1.1.7 To review and manage GCRC's budget in consultation with the GCRC Collaboration Lead.
- 1.1.8 To receive GCRC Working Group reports and recommendations.
- 1.1.9 Actively engage with all other Collaboration members, including their senior executives or councillors, other relevant external stakeholders and the broader community.
- 1.1.10 Actively promote GCRC's activities, and effectively communicate to decision-makers and other key stakeholders the benefits of Collaboration membership. Parties will use best endeavours to consult and inform other parties about any relevant and substantial developments, projects or other non-emergency works.

- 1.1.11 Provide input on communication and promotional material.
- 1.1.12 To report annually on the activities and resolutions of the GCRC Steering Committee.
- 1.1.13 Ensure all GCRC members have equitable access to resources, projects and programs developed by and available to GCRC, and share resources and knowledge.

1.2 Composition of Steering Committee

- 1.2.1 At least one representative from each of the GCRC partners.
- 1.2.2 A proxy representative should be provided if the nominated representative is unable to attend.
- 1.2.3 Each nominated representative is expected to attend at least 80% of Steering Committee meetings per calendar year. In an instance where this is not possible, the member must nominate an alternative Steering Committee representative.
- 1.2.4 The Steering Committee will nominate and appoint a Chairperson (for one year, or longer by agreement) who will:
 - a) chair meetings of the Steering Committee
 - b) provide ongoing direction and active support to the GCRC Collaboration Lead
 - c) ensure appropriate conduct and procedures are followed by the Steering Committee
 - d) ensure all members of the Steering Committee are treated even-handedly and fairly, irrespective of their role or formal position at the organisation they represent
 - e) encourage all members of the Steering Committee to contribute to deliberations.
 - f) permit representatives of supporters and stakeholders to attend Steering Committee meetings in consultation with other Steering Committee members as appropriate
- 1.2.5 A Deputy Chairperson will be nominated (for one year, or longer by agreement) to fill the primary Chairperson's role if absent.

2. GCRC COLLABORATION LEAD

The below role should be read in conjunction with the position description for the GCRC Collaboration Lead.

2.1 Role of the Collaboration Lead

- 2.1.1 Provide administrative support to the Steering Committee, including preparing agendas, reports and minutes for meetings.

- 2.1.2 Where appropriate and feasible, also provide administrative support for Working Group meetings and workshops.
- 2.1.3 Facilitate the development of GCRC's strategic plan, annual implementation plans, advocacy planning, and monitor, evaluate and report on the Collaboration's performance against these plans.
- 2.1.4 Engage and work with the community.
- 2.1.5 Coordinate the review of governance, policy, procedures and finance to reduce the risk to the Collaboration's operations and long-term viability.
- 2.1.6 Identify and secure funding, sponsorship and other external resources to assist the Collaboration to deliver projects, programs and advocacy initiatives.
- 2.1.7 Develop and coordinate communications with stakeholders, including promotional material relating to GCRC projects, programs and advocacy initiatives, including material for media releases, websites and other engagement channels.
- 2.1.8 Maintain strong governance structures and an engaged membership.
- 2.1.9 Manage dispute resolution between Collaboration members.

3. WORKING GROUPS

3.1 Role of the Working Groups

- 3.1.1 Develop and manage projects, programs or advocacy initiatives.
- 3.1.2 Project, program or initiative communication and reporting.
- 3.1.3 Technical input.
- 3.1.4 Knowledge sharing.
- 3.1.5 Assist in the development of advocacy submissions.
- 3.1.6 Make recommendations to Steering Committee for consideration and approval as required.
- 3.1.7 The Steering Committee will determine the need for a Terms of Reference for individual working groups and will be the body to approve that Terms of Reference if it is required
- 3.1.8 The Collaboration Lead will coordinate the relationship between the working groups and the Steering Committee

4. STEERING COMMITTEE RULES

4.1 Meetings

- 4.1.1 Meetings will be held monthly. Times and places of Steering Committee meetings are to be determined by GCRC Collaboration Lead in consultation with Steering Committee members.

4.2 Order of business

- 4.2.1 A formal agenda will be provided prior to each Steering Committee meeting by the GCRC Collaboration Lead (or an agreed Chair).
- 4.2.2 Reasonable notice of agenda papers for each Steering Committee meeting will be given, with papers distributed to the Steering Committee members a minimum of three working days prior to each meeting.
- 4.2.3 Agenda papers shall be provided in electronic format.

4.3 Decision-making arrangements

- 4.3.1 Decisions will be made within Steering Group sessions and out of session via email.
- 4.3.2 Minutes will be a true and accurate reflection of decisions made in and out of session.
- 4.3.3 Any decision made electronically between meetings on these agenda items must be ratified at the next formal meeting.
- 4.3.4 The Chair will reiterate decisions made by consensus for confirmation prior to minuting.
- 4.3.5 The Chair will put on the agenda of each meeting any out of session decisions of the Steering Committee since the last formal meeting.

4.4 Recording of minutes and adoption of minutes of the last meeting

- 4.4.1 Minutes of each meeting will be formally recorded by the GCRC Collaboration Lead or other GCRC staff and distributed electronically to Steering Committee members.
- 4.4.2 It will be assumed that Steering Committee members approve the minutes, unless explicitly stated to the contrary, with a written response required within 5 working days of receipt of the minutes.

4.5 Out of Steering Committee decision-making

- 4.5.1 Agenda items or other pertinent GCRC issues requiring decisions may be electronically distributed and responses formally received (within 3 working days) between Steering Committee meetings.
- 4.5.2 Where majority support is not reached and there is insufficient support regarding an item distributed electronically, the agenda item will be formally listed for discussion and the issue addressed at the next meeting.
- 4.5.3 Any decision made between meetings on these agenda items must be ratified at the next meeting.

4.6 Authorisation of advocacy submissions

- 4.6.1 For formal advocacy submissions, the authorisation process involves:
- a) The GCRC Collaboration Lead drafts submissions with input from the Steering Committee (or nominated Working Group if required).
 - b) Draft submissions then circulated to Steering Committee members for approval.
 - c) Steering committee members endeavouring to respond within 5 working days.

4.7 Dispute resolution

- 4.7.1 Where possible, Steering Committee members will work towards consensus.
- 4.7.2 If a dispute arises:
- a) The members in dispute have a duty to act in good faith and resolve the dispute as soon as possible; and
 - b) If any dispute or difference arises between the parties in carrying out the decision-making process that cannot be resolved, the Chair of the meeting will suggest a decision based on consensus.
 - c) Members can request that any matter is minuted.

4.8 Confidential matters

- 4.8.1 Meetings may be closed to discuss matters deemed confidential.
- 4.8.2 A resolution to close and reopen a meeting and the reason must be taken and recorded in the minutes.
- 4.8.3 The Steering Committee members must keep confidentiality and not allow, make or cause any disclosure of or in relation to the matters deemed confidential without the prior written consent of the other members.
- 4.8.4 The Steering Committee members must not:
- a) use or permit any person to use matters deemed confidential for any purposes other than for those agreed by the members.
 - b) disclose or in any way communicate to any other person any of the matters confidential except as authorised by the party who has disclosed the confidential information.
 - c) permit unauthorised persons to have access to places where matters deemed confidential are displayed, reproduced or stored.
 - d) make or assist any person to make any unauthorised use of the matters deemed confidential.

4.9 Declaration of interests

- 4.9.1 Partners are required to declare at a meeting any interests or conflict of interests.

4.10 Calling of special meetings of the Steering Committee

- 4.10.1 Special meetings of the Steering Committee may be called by any of the GCRC partners.
- 4.10.2 A majority of partners must consent in writing for a special meeting to be called.
- 4.10.3 Reasonable notice must be provided for any special meetings called.

4.11 Requesting and receiving information for the GCRC committee

- 4.11.1 Information relevant to meetings and decision-making processes will be provided to the Steering Committee by the GCRC Collaboration Lead 3 business days before each meeting.
- 4.11.2 The GCRC Collaboration Lead will distribute information via email and electronic transfer.
- 4.11.3 Each Steering Committee member will actively engage their organisation's staff and/or volunteers ahead of each Steering Committee meeting on any technical or contextual issues necessary to allow decision-making.

4.12 Presentations requested to Steering Committee

- 4.12.1 The Steering Committee can request presentations by guests, stakeholders or interested parties and will be coordinated through the GCRC Collaboration Lead.
- 4.12.2 Requests for presentations shall be made through the GCRC Collaboration Lead.

5. ROLE OF GCRC SUPPORTERS AND STAKEHOLDERS

- 5.1 The Steering Committee will decide on the membership of Working Groups for specific projects, programs and advocacy initiatives. Where possible, the Steering Committee will seek to involve all relevant Supporters, Stakeholders and other organisations.
- 5.2 Supporters and Stakeholders that are not formal members of Working Groups are able to still attend meetings of Working Groups and information-sharing groups as observers, with permission from the Steering Committee chair, or the relevant working group chair.
- 5.3 If Supporters and Stakeholders would like to attend meetings of the Steering Committee as observers, this is possible with permission from the Steering Committee Chair.