

THE CITY OF
GREATER GEELONG

MEMORANDUM OF UNDERSTANDING

GREATER GEELONG CITY COUNCIL

AND

THE FRIENDS OF GEELONG BOTANIC
GARDENS INC.



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MEMORANDUM OF UNDERSTANDING

PARTIES

City of Greater Geelong ABN 18 374 210 672 (**City**)

And

Friends of Geelong Botanic Gardens ABN 21 699 253 561 (the **Friends**)

BACKGROUND

- A. The City is the local government agency responsible for the management of Geelong Botanic Gardens (**GBG**) and Eastern Park under the Crown Land (Reserves) Act 1978. The Eastern Park and Geelong Botanic Gardens Strategic Plan (as in place in time) guides the development of the sites.
- B. The Friends is an Incorporated Association registered under the Associations Incorporation Reform Act 2012 and with Consumer Affairs Victoria on 4 June 1987. The Friends are governed by the Friends of Geelong Botanic Gardens Inc Rules and Purposes (as amended from time to time).
- C. The Friends hold a Deed of Trust established for the “Friends of Geelong Botanic Gardens Gift Fund” (Gift Fund); it is an “Other Incorporated Entity” with ABN 44 063 083 206. The Gift Fund is a Public Ancillary Fund with Deductible Gift Recipient status (**DGR**). The Gift Fund is registered as a charity with the Australian Charities and Not-for-profits Commission (**ACNC**).
- D. GBG has DGR status under section 12.1.3 as a public museum. It can receive distribution of funds from the Gift Fund for the upkeep, development, and enhancement of Geelong Botanic Gardens.
- E. The City has an important role as the asset manager and maintainer of the GBG and The Friends, established in 1985, play an important supporting role in assisting the City. The Friends have provided funding for infrastructure and work in GBG and together with other volunteer groups, assist connecting the community to the Gardens. The Friends fundraise, provide a pool of volunteers, and support the delivery of projects and programs identified by the GBG Management which enhances the gardens.
- F. This document recognises an ongoing relationship between the City and the Friends.

DEFINITIONS

In this MOU, the following terms will, if not inconsistent with the context, have the meanings indicated:

Word	Meaning
Child Safe Standards	means the Standards provided for under the <i>Child Wellbeing and Safety Act 2005</i> .
Committee / COM	means the Friends Committee of Management
Confidential Information	means: <ol style="list-style-type: none"> a. the contents of this MOU; b. all documents and information made available under, or in connection with, or in the course of the performance of, this MOU; or c. information that is designated as confidential, imparted in circumstances of confidence, or that the recipient knows is confidential, but does not include information in the public domain (unless in the public domain due to a breach of confidentiality by any person).

Word	Meaning
GBG / Geelong Botanic Gardens / Gardens	means the Geelong Botanic Gardens in the city of Geelong, Victoria, Australia. The gardens are located within Eastern Park on the eastern outskirts of the central business district.
GBG Management	means either the Coordinator GBG and/or the Manager Parks & Natural Assets.
MOU	means this Memorandum of Understanding.
Personnel	means employees, agents, Volunteers, contractors and subcontractors including their representatives of the parties.
Volunteer	means volunteers, including members of the Friends of the Geelong Botanic Gardens, that work in connection with the City of Greater Geelong under the management of GBG Management.

1. OBJECTIVE

- 1.1 The objective of this MOU is to set out a framework within which the City and the Friends can work together and recognise an ongoing relationship between the parties.

2. TERM

- 2.1 This MOU will commence once it has been agreed to and signed by both parties and will remain in place for a period of two (2) years from the date of signing by both parties.

3. SCOPE OF RELATIONSHIP

- 3.1 The Friends complement a range of activities at the Geelong Botanic Gardens which are authorised and supported by the GBG Management on behalf of the City.

4. VOLUNTEERS

- 4.1 All Volunteers working on City premises, including members of The Friends, work at the request of or under the direction of GBG Management.
- 4.2 The GBG Management will be responsible for and will communicate;
- 4.2.1 the number of Volunteers required;
 - 4.2.2 hours of work;
 - 4.2.3 activities; and
 - 4.2.4 selection, screening and induction of Volunteer participants.
- 4.3 Volunteers must be inducted into City procedures as directed by the City and maintain a current Working With Children Check.

5. COMMUNICATION

- 5.1 Communication between the City and the Friends will be primarily undertaken by:
- 5.1.1 The Geelong Botanic Gardens Management, in the first instance the GBG Coordinator, representing City as the asset manager and maintainer for the GBG; and
 - 5.1.2 The Friends Committee of Management (COM).
- 5.2 The City may advise and/or consult regarding strategic changes, major projects and proposed events, projects or programs which may provide the Friends with opportunities to contribute to the GBG.

- 5.3 GBG Management may, from time to time, consult with Friends including;
 - 5.3.1 Upon invitation, occasionally attending the Friends' Committee meetings;
 - 5.3.2 providing briefings to Volunteer sub-groups; and
 - 5.3.3 facilitating opportunities to discuss the planning and delivery of Volunteer activities in the Gardens with sub-group coordinators and members.

6. TENANCY AND USE OF THE GARDENS RESOURCES

- 6.1 The City provides the Friends with allocated space in which to conduct its activities. These arrangements shall be governed by License Agreement(s).
- 6.2 GBG Management provides the Volunteer Nursery with plant material from the Gardens collections by approval from the GBG Management. The Nursery will only produce plants for sale sourced from the Gardens collection, as governed by the Geelong Botanic Gardens Collection Management policy.
- 6.3 This ensures that the Nursery is not being operated as a retail commercial nursery that unfairly competes with other commercial nurseries. Sale of plant material is therefore viewed as a fundraising activity of the Friends primarily for projects that benefit the GBG. GBG Management will facilitate the supply of potting mix and other nursery materials on a cost recovery basis.

7. MANAGEMENT OF VOLUNTEERS WHO ARE MEMBERS OF THE FRIENDS

- 7.1 The Friends manage their membership base and ensure that all their members working at the Gardens comply with their Rules of Association.
- 7.2 The City has a responsibility to ensure all Volunteers, including members of the Friends, work safely. This includes providing a safe workplace, maintain safe systems of work and management procedures.
- 7.3 All Friends Volunteers have an individual and shared responsibility to perform their duties in a manner which ensures their own safety and that of others;
- 7.4 The Friends have an obligation to be aware of and ensure all members who Volunteer follow all City policies and procedures including those related to the following non-exhaustive list:
 - 7.4.1 Equipment and tool use;
 - 7.4.2 Clothing and Protection;
 - 7.4.3 Health and Safety;
 - 7.4.4 Behaviour & Conduct;
 - 7.4.5 Child Safe Standards;
 - 7.4.6 Social Media.

The City will provide copies of policies and procedures, as in place in time, to the Friends to assist in fulfilling their obligations under 7.4.

- 7.5 The Friends members who are Volunteers working on City premises must:
 - 7.5.1 follow instructions given by City staff regarding safe work practices, including emergency response;
 - 7.5.2 report any injury, incident, or hazard immediately to their Friends Volunteer Coordinator, who must then alert GBG Management.
- 7.6 The City has included The Friends registered members carrying out Volunteer work at the Geelong Botanic Gardens in its policy 'Personal Accident Insurance for Council Associated Organisations'. The

policy will provide Volunteers with financial compensation (excluding non-Medicare expenses) should they sustain personal injury while working in a Volunteer capacity at the Botanic Garden.

- 7.7 All Volunteers are expected to commit to their Volunteer position, be punctual, reliable and follow reasonable management directions provided by GBG Management in relation to work at GBG.

8. MARKETING

- 8.1 The City and the Friends will seek opportunities to cross promote and market their events through a variety of media. Promotional material will meet the Gardens style guidelines which reflect the relationship between the two organisations.
- 8.2 The Friends will consult with the Garden Management prior to the development of Friends' merchandise which represents the Gardens and any sponsorship/partnership agreements that pertain to and/or may have an impact on the Gardens. This consultation ensures that materials produced and partnerships linking other organisations to the Gardens reflect the City's policies and represents the Gardens appropriately and positively.

9. FUNDING OF PROJECTS

- 9.1 The Friends Gift Fund and fundraising activities at the Gardens is for the primary purpose of conserving, protecting and fostering the Gardens, and supporting the delivery of projects and programs at the Gardens.
- 9.2 The Gardens Management may present funding opportunities for projects and programs to the Friends Committee. The Friends decision to fund or not will be provided in writing to the Gardens Management.
- 9.3 The Friends committee may present projects to the Gardens Management for consideration which will benefit the GBG. The Gardens Management will review the concept(s) and if agreed, will then begin the brief development process.

10. TERMINATION

- 10.1 Either party may elect to terminate this MOU by giving the other party 30 days' notice in writing. If this MOU is terminated before the end of the Term, the parties agree that neither party is liable to the other for any costs or other liabilities that the other may have incurred. The terminating party will provide in writing the decision and reasons for termination.

11. AMENDMENT

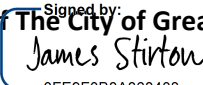
- 11.1 Proposed variations to this MOU may be initiated in writing by either party. Any variation will require the agreement of both parties for the re-drafting and re-signing by both parties.

12. CONFIDENTIALITY

- 12.1 The parties acknowledge that each may provide the other with Confidential Information. The parties agree that they will not disclose any Confidential Information without the written consent of the other party, unless compelled by law to disclose it.

EXECUTION

Signed for and on behalf of The City of Greater Geelong:

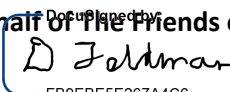
Signed by: 
Signature: _____
0FE9F0B8A868403...

Printed Name: James Stirton

Title: Executive Director City Infrastructure

Date: 21-Aug-2024 | 2:21 PM AEST

Signed for and on behalf of Friends of Geelong Botanic Gardens:

Signed by: 
Signature: _____
FB9EBE6E267A4C6...

Printed Name: Denise Feldman

Title: President Friends of Geelong Botanic Gardens

Date: 23-Aug-2024 | 1:51 PM AEST