



**Office of
Environment & Heritage**
NSW National Parks & Wildlife Service



DOC16/244440

Mr Craig Thomas
President
Four Wheel Drive NSW & ACT Association Inc.
president@4wdnow.com

Dear Mr Thomas

Memorandum of understanding – for volunteer activities

I am writing to formalise the Memorandum of Understanding (MoU) between our two parties.

The MoU was prepared with the support and input of your association. In particular, I would like to thank your association representative Mr Lee Dunstan for his efforts. A final signed version of the MoU is enclosed for your signature.

NPWS looks forward to maintaining the long standing relationship with your association to achieve mutual benefits for both parties, and to identify additional volunteer activities that engage volunteers from the four wheel drive community.

If you have any further questions, please contact Ms Nanine Artup, Manager Volunteers and Participation, Customer Experience Division, on 9585 6713 or at nanine.artup@environment.nsw.gov.au.

Yours sincerely

ROBERT QUIRK
Acting Deputy Chief Executive
National Parks and Wildlife Service

Enclosure

9th JULY 2016

**PARTICIPATION IN
NSW NATIONAL PARKS AND WILDLIFE SERVICE
APPROVED VOLUNTEER ACTIVITIES**

MEMORANDUM OF UNDERSTANDING

between

FOUR WHEEL DRIVE NSW & ACT ASSOCIATION Inc.

AND

NSW NATIONAL PARKS & WILDLIFE SERVICE

July, 2016

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1.0 PREAMBLE

This Memorandum of Understanding (MoU) establishes a framework to guide the participation of the Four Wheel Drive NSW & ACT Association Inc. (4WD Inc.) in NSW National Parks and Wildlife Service (NPWS) approved volunteer activities. 4WD Inc. and NPWS are collectively described herein as "the parties".

This MoU replaces the previous MoU between the parties, dated January 2007. It also replaces the draft MoU dated July 2012 under consideration between 4WD Inc., NPWS, Forests NSW and Crown Lands. It builds on the success of these earlier agreements and establishes the framework to facilitate community participation in NPWS approved volunteer activities. It is not intended to be an 'exclusive' arrangement, it is to formalise the working procedures and is not a legally binding document.

The parties recognise:

- the importance of legislation, planning documents, policy and procedures that guide the approval process for NPWS volunteer activities
- that they are obliged to comply with any by-laws and planning documents, policy and procedures that are related to use of lands managed by NPWS
- that this MoU does not grant 4WD Inc. exclusive access or involvement in NPWS approved volunteer activities.

2.0 DEFINITIONS

"MoU" means this Memorandum of Understanding.

"4WD Inc." means Four Wheel Drive NSW & ACT Association Inc.

"OEH" means the Office of Environment and Heritage.

"NPWS" means the NSW National Parks and Wildlife Service.

"The parties" means 4WD Inc. and NPWS.

"VPU" means the Volunteers and Participation Unit, Customer Experience Division, NPWS. Responsible for the development and delivery of programs and strategies for the management of volunteers across OEH.

"Primary Contact Officer" means the person/s representing 4WD Inc. at a state level and members of staff from VPU. They are involved in statewide annual meetings.

"NPWS Volunteer Supervisor" means the person/s representing NPWS at a local level.

"4WD Inc. on site Supervisors" means the person/s representing 4WD Inc. at a local level.

"VPMS" means the Volunteer Program Management System - database. VPU are administrators of this database.

“PWIS” means the Pest and Weed Information System – database.

“AMS” means the Asset Management System – database.

“ROP” means Regional Operation Plans.

3.0 PURPOSE AND OBJECTIVES OF THIS MoU

This MoU sets out how the 4WD Inc. and NPWS work together to facilitate community participation in NPWS approved volunteer activities. The MoU seeks to achieve the following joint outcomes for the parties:

- maintain effective communication
- increase opportunities for 4WD Inc. members to participate in NPWS approved education, training, land management, maintenance, restoration and rehabilitation volunteer activities
- improve opportunities for 4WD Inc. to become involved in the conservation of the state's natural and cultural heritage
- provide a safe and supportive environment where members of both parties can participate in a variety of volunteer activities, some of which are in remote locations.

4.0 ROLES AND RESPONSIBILITIES OF NSW NATIONAL PARKS & WILDLIFE

NPWS forms part of OEH, and is responsible for administering the *National Parks and Wildlife Act 1974* (NSW). NPWS is a decentralised organisation with approximately 2200 staff located across NSW, operating at branch, regional and area levels.

About 9 per cent of NSW land comprises national parks, nature reserves, Aboriginal areas, historic sites, state conservation areas and regional parks. NPWS has state-wide statutory responsibility for the management of these lands, the conservation of native flora and fauna, threatened species, endangered populations and communities, the identification and protection of wilderness areas, the protection of sites and places of Aboriginal significance, and the fostering of public understanding and enjoyment.

NPWS encourages the community to participate actively in the protection and conservation of the state's natural and culture heritage. NPWS recognises the value and importance of volunteering and respects the work of volunteers. NPWS recognises that volunteers make a major social and economic contribution to our society and toward achieving OEH goals, objectives and business plans.

NPWS works with the community through bodies such as the National Parks and Wildlife Advisory Council, Regional Advisory Committees, Aboriginal Working Groups, NSW Scientific Committee and other stakeholder groups including community volunteer groups. NPWS works locally to build strong neighbour relations and community involvement in park management operations.

5.0 ROLE AND RESPONSIBILITY OF 4WD NSW ACT ASSOCIATION Inc.

4WD Inc. is the peak organisation coordinating and representing four-wheel drive clubs in NSW and the ACT. 4WD Inc. promotes responsible off road driving, family touring, respect for the Australian environment and its cultural heritage by employing the "Tread Lightly" philosophy, driver education and safe four-wheel drive vehicle operation. Membership comprises approximately 100 clubs, numbering more than 4000 members. 4WD Inc. is a registered training organisation operating and managing the training and assessment of individual club members.

4WD Inc. monitors activities and policies of public land management authorities. It prepares submissions to government, government agencies, and other organisations to help ensure the natural assets that 4WD Inc. members use and enjoy are managed with use and enjoyment in mind. The objectives of 4WD Inc. are to:

- promote goodwill and fellowship between member clubs
- promote conservation of the natural environment
- promote road safety
- cooperate with organisations with similar interests to 4WD Inc.
- represent and safeguard the interests of member clubs and liaise on their behalf with government agencies
- act as a unifying body and information source for member clubs
- assist with community service activities.

6.0 OPERATING FRAMEWORK

6.1 Collaboration.

Both parties agree to share information and deal with any issues that arise as quickly as possible. Both parties agree to be professional in their behaviour and to treat the relationship with integrity and transparency by:

- acknowledging that 4WD Inc. and NPWS can provide support to each other e.g. with knowledge and training
- providing opportunities for a variety of collaborative volunteer activities to provide protection to the state's natural and cultural heritage.

6.2 Communication

Communication between the parties will be ongoing. 4WD Inc. and NPWS agree that communication at the local level is the preferred method of communication. Local 4WD club members and NPWS Area staff including Area Managers and NPWS volunteer supervisors will meet on a regular basis to discuss the operations of ongoing volunteer activities. When appropriate, local meeting agendas and minutes will be prepared and circulated. It is the responsibility of individual parties to circulate minutes internally when they identify it is required.

Ideas for new volunteer opportunities are encouraged by both parties. All proposed volunteer activities need to be approved by the relevant NPWS Area Manager and NPWS volunteer supervisors at a local level.

Both parties agree that the completion of annual reports is important. The parties agree to provide information required to complete NPWS annual reports and 4WD Inc. reports when requested by either the NPWS volunteer supervisor or a primary contact officer. It is the responsibility of individual parties to update contact lists when requested by NPWS volunteer supervisor or primary contact officers.

4WD Inc. and NPWS will be with the primary contact officers for communication at a state level. They will meet at least once a year or as required, to discuss annual volunteer activities results, arising issues, updates to contact lists and potential opportunities for new volunteer activities across the state. Primary contact officers will also communicate by telephone and email as required. VPU will provide support to primary contact officers by preparing joint meeting agendas and minutes and circulating to attendees. Each party agrees to annually review and update the contact list for inclusion in these minutes. It is the responsibility of individual parties to circulate minutes internally when they identify it is required.

6.3 Dispute Resolution.

Both parties agree to communicate regularly to enable issues to be quickly identified and discussed. The parties recognise that the agreed method of communication is through discussion between local representatives of both parties. This will involve the relevant 4WD Inc. representative/s and NPWS Area Manager and NPWS volunteer supervisor/s. Every attempt should be made to discuss and resolve matters locally.

Where issues cannot be resolved at local level, then resolution should be sought through discussion between the primary contact officers. If this situation arises, 4WD Inc. members should communicate with their primary contact officer representative and NPWS staff should communicate with their primary contact officer representative. Primary contact officers from both parties will address the resolution of issues at the annual meeting, or as required.

6.4 Volunteer Activities

NPWS has a proud tradition of working with volunteers in a wide range of activities. Where priorities and resources allow, NPWS offers a variety of volunteer activities and opportunities for community participation in natural resource management, community education, scientific and cultural heritage projects.

4WD Inc. has made considerable contributions to conservation through its participation in a variety of volunteer activities including, but not limited to, assisting with bush regeneration, historic heritage conservation, Aboriginal heritage conservation, scientific research and threatened species conservation. Members of the 4WD Inc. have actively assisted with community education when requested.

There are many opportunities for 4WD Inc. to be involved in NPWS volunteer activities. Both parties agree that not all volunteer activities will be available in all NPWS Areas. Opportunities for 4WD Inc. participation in NPWS volunteer activities will be subject to available funding and NPWS staffing resources to approve quality volunteering opportunities.

6.5 Approval Process

All NPWS volunteer activities must be in accordance with the NPWS volunteer operational policy and procedures and be approved by the Area Manager and NPWS volunteer supervisors. All volunteer activities must be registered and reported regularly in the VPMS database. Local volunteer activities must be listed in the relevant ROP and reported against AMS. In addition, all local pest and weed related volunteer activities need to be reported in the PWIS database.

NPWS volunteer supervisors have the responsibility to ensure approvals associated with implementation of each volunteer activity are obtained. 4WD Inc. on site supervisors are responsible for ensuring all relevant approvals associated with their members participating in NPWS volunteer activity are obtained and supplied to NPWS volunteer supervisor before the commencement of all activities.

Both parties acknowledge that:

- Legislation applies to all NPWS approved volunteer activities including *Work Health and Safety Act 2011*, *Child Protection (Working with Children) Act 2012*, *Environmental Planning and Assessment Act 1979*, *National Parks and Wildlife Act 1974*, *Native Vegetation Act 2003*, *Threatened Species Conservation Act 1995*, *Fisheries Management Act 1994*, and the *Environmental Protection and Biodiversity Conservation Act 1999* (Commonwealth).
- The number and type of volunteer activities available is required to be within the limits of the reserve status and the relevant plan of management. All volunteer activities must be identified as regional and area priorities through NPWS ROPs.
- There is a range of factors influencing the volunteer activities available, including the reserve type, external joint management policy and guidelines, and specific natural or cultural value sensitivities.
- Both parties can submit a proposal for new volunteer activities. All proposed new volunteer activities require endorsement from both parties.
- All endorsed volunteer activities need to be approved by NPWS local staff including the Area Manager and NPWS volunteer supervisors, be in accordance with all relevant NPWS planning documents and registered in the VPMS.
- This MoU does not commit the parties to support, approve or undertake new volunteer activities proposed by either party.
- All participants are required to hold current accreditation to carry out duties that require an industry training standard e.g. chemical use, chainsaw operation, four-wheel driving.

6.6 Participation Opportunities

Before the commencement of all NPWS volunteer activities the NPWS volunteer supervisor is responsible for the completion of registration through the VPMS. The 4WD Inc. onsite supervisor is responsible for assisting the NPWS volunteer supervisor to complete the VPMS registration.

As part of the registration and before the commencement of each new volunteer activity, the NPWS volunteer supervisors are required to gain agreement from the 4WD Inc. on-site supervisors on the VPMS - statement of duties.

4WD Inc. will appoint an on-site supervisor for each volunteer activity supported by their affiliated clubs and members. The on-site supervisor is responsible for assisting the NPWS volunteer supervisor to implement the volunteer activity. The NPWS volunteer supervisor may or may not be onsite during the duration of the volunteer activity. This will be dependent on the scale and type of activity and the availability of staff resources.

The NPWS volunteer supervisor and 4WD Inc. on-site supervisor shall have the ability to stop all work on a volunteer activity when it is not progressing in accordance with the endorsed VPMS project plan and the intent of this MoU.

During the implementation of all volunteer activities the timesheets for each participating volunteer are required to be updated by the NPWS volunteer supervisor through the VPMS.

Upon the completion of each volunteer activity the NPWS volunteer supervisor with assistance from the 4WD Inc. on-site supervisor is required to complete the VPMS - volunteer timesheets and associated reports.

6.7 Access arrangements

NPWS accepts that adherence to the *Four Wheel Drive NSW & ACT Code of Ethics* and the *National Camping and Touring Guide for Minimal Impact Camping* will result in an acceptable minimal effect on parks and reserves and other natural areas.

The parties recognise that to implement volunteer activities there will be occasions where 4WD Inc. will need to access land otherwise closed to public access. Access is at the discretion of the NPWS Area Manager and is conditional upon the approval of each volunteer activity.

Such access may only be provided to those volunteers participating in an approved volunteer activity. All park use fees, including day use and camping fees, are waived for all volunteers while they are participating in volunteer activities.

6.8 Reserve and trail closures

NPWS may implement the total, partial or periodic exclusion of vehicular access from certain roads, management trails and/or parks generally where NPWS determines access needs to be regulated for any reason, including:

- emergency situations, e.g. bush fire or periods of extreme fire danger, drought, flood, animal disease, severe storms
- operations e.g. road or trail maintenance, hazard reduction burning, pest/pathogen, weed control operations, site restoration
- where there are emerging indications of unacceptable environmental impacts or of conflicts between user groups
- other programmed activities, e.g. visitor programs, maintenance activities by utility providers (e.g. Transgrid and RailCorp) or licensees
- additional access arrangements apply to lands jointly managed by Water NSW e.g. access restrictions following rain period.

Where access restrictions are necessary, or where other approved activities are likely to affect a planned 4WD Inc. volunteer activity, NPWS volunteer supervisors will try to advise the relevant 4WD Inc. members as soon as possible.

6.9 Publicity

The parties agree to work collaboratively in developing content for media releases and journal articles seeking to portray the cooperative approach being undertaken under this MoU. All media releases and journal articles must be approved by both parties prior to printing and release. Email is an acceptable mechanism for correspondence between both parties.

Both parties agree to share newsletters and other information associated with volunteer activities that are undertaken under this MoU. All wording, photographs and use of others' logos are to be agreed in writing (email is acceptable) by relevant parties.

Information about 4WD Inc. is available through the
4WD website: [Four Wheel Drive - NSW & ACT Inc](#)

Information about NPWS volunteer opportunities is available through the
NPWS website: [Volunteer with us | NSW National Parks](#)

6.10 Resourcing

The degree to which individual parties are able to resource volunteer activities will differ depending on the timing, location and the nature of each activity. The ability of parties to resource volunteer activities therefore needs to be established for each approved volunteer activity and updates provided by both parties on an ongoing basis.

The parties will seek to support volunteer activities through external funding where possible and appropriate. There may be opportunities for one-off big event volunteer activities that are identified by the primary contact officers. The ability of both parties to resource these one-off big event volunteer activities will be established by the local 4WD Inc. members and the NPWS Area Manager and NPWS volunteer supervisor.

VPU staff will provide ongoing support to NPWS volunteer supervisors. Support may include funding, purchase of tools and equipment, promotion, reward and recognition program. VPU is responsible for the collation of annual progress reports and administration of the VPMS database. VPU staff will liaise with 4WD Inc. members when required and provide support to facilitate their participation in NPWS volunteer activities.

6.11 Responsibility and risk

Risk management

The parties agree that safety is paramount when undertaking any volunteer activity. All volunteer activities are to be consistent with the *Work Health and Safety Act 2011*.

4WD Inc. is an incorporated body with a constitution, office bearers and accident and liability insurance. 4WD Inc. has responsibility for providing a safe system of work, including safe work methods and project safety plans. It is the responsibility of the 4WD Inc. onsite supervisor to report all near misses and hazards to the relevant NPWS volunteer supervisors as soon as possible.

In accordance with NPWS policy and procedures on volunteering, an approved job safety analysis is required prior to the commencement of all volunteer activities. The NPWS volunteer supervisor in consultation with the 4WD Inc. onsite supervisor is to complete a job safety analysis risk assessment prior to the commencement of any

volunteer activity. If required the NPWS volunteer supervisor will prepare a Medivac / emergency plan in consultation with the 4WD Inc. onsite supervisor prior to the commencement of any activity. The 4WD Inc. onsite supervisor is responsible for ensuring that all participating volunteers are provided a job safety briefing prior to the commencement of any activity. The NPWS volunteer supervisor ensures that a copy of approved job safety analysis and job safety briefing are saved in the VPMS.

The 4WD Inc. onsite supervisors and NPWS volunteer supervisors are required to implement the job safety analysis in accordance with the relevant NPWS policy and procedures on volunteering.

Insurance

4WD Inc. are required to have current public liability for a minimum of \$20 million and personal accident insurance policies while participating in all NPWS volunteer activities. A certificate of currency must be supplied by 4WD Inc. to VPU each year along with a list of member clubs covered by the policies.

Prior to the commencement of any volunteer activity the local 4WD Inc. club will provide the NPWS volunteer supervisor a copy of their public liability insurance and personal accident insurance policy numbers and coverage. The NPWS volunteer supervisor will enter this information into the VPMS during the registration of each volunteer activity.

7.0 LEGAL ADVICE AND COSTS

This MoU will be interpreted in accordance with the laws of New South Wales.

Each party acknowledges that in relation to this MoU it:

- has received legal advice or has had the opportunity to obtain independent legal advice
- will bear its own costs.

8.0 DISCLAIMER

For the avoidance of doubt the parties do not intend that the provisions of this MoU be legally binding or legally enforceable against them and a party will not have any liability for breach of any provision of this MoU.

9.0 REVIEW OF THIS MoU

This MoU will be subject to a review every five years. This MoU may also be reviewed with the agreement of both parties at any time. Any variation to this MoU must be in writing and signed by the parties.

10.0 TERM OF THIS MoU

This MoU is in force from the date signed and will last for five years or until such time as either party wishes to review the contents of this document. They may do so by contacting the other party and a review will be undertaken. This MoU may be terminated at any time by any party.

The parties below have executed this Memorandum of Understanding

On the 3rd day of August 2016



(LAUREN HILLER)

Signed for and on behalf of the

Manager, Volunteers and Participation
Unit. Customer Experience Division :



(WENDY HILLS)

Signed for and on behalf of the

Director, Customer Experience
Division. National Parks and
Wildlife Service:



(ROBERT QUIRK)

Signed for and on behalf of the

A/ Deputy Chief Executive,
National Parks and Wildlife Service:



(Craig Thomas)

Signed for and on behalf of
Four Wheel Drive NSW & ACT
Association Inc.

