

	MEMORANDUM OF UNDERSTANDING	
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MEMORANDUM OF UNDERSTANDING

between

**NATIONAL PARKS AND WILDLIFE SERVICE
(NPWS)**

and

**SPORTING SHOOTERS ASSOCIATION OF AUSTRALIA (NSW) INCOPORATED
(SSAA NSW)**

1. Preamble

1.1 This Memorandum of Understanding (MOU) is a cooperative agreement between the NSW NPWS, as part of the Office of Environment and Heritage, and Sporting Shooters Association of Australia (NSW) Incorporated (SSAA NSW).

This non legal binding agreement is intended to be the formalisation of a working relationship for the NPWS Supplementary Pest Control (SPC) Program.

Both Parties to this agreement recognise the primacy of legislation, state-wide policy and Plans of Management for determining, interpreting and implementing management decisions for protected areas at a local level.

NPWS and SSAA NSW acknowledge that they share common objectives in terms of pest animal management that helps facilitate a framework that enables SSAA NSW members to assist in approved NPWS SPC programs on land under the management of NPWS.

The MoU has been developed for the purposes of achieving the following joint outcomes:

- Improves conservation of the State's natural and cultural heritage values both within and outside the protected area system.
- Improved enjoyment, understanding and appreciation of protected areas and the State's heritage values.
- Additional opportunities for community participation in park management.
- Ecological sustainable and social and culturally sensitive visitor use.
- Improved communication and conflict resolution process between the Parties.

1.2 The NPWS, as part of the Office of Environment and Heritage, is the government authority responsible for managing the parks and reserve system (ie protected areas) in NSW. The NPWS was established in 1967 and now manages about 7% of NSW, including areas such as national parks, nature reserves, Aboriginal areas, historic sites, state conservation areas and regional parks. All these lands are managed, conserved and protected for the benefit of present and future generations.

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NPWS has state-wide statutory responsibilities for the conservation of native flora and fauna, threatened species and endangered populations and communities; for the identification and protection of wilderness areas and for the protection of significant Aboriginal heritage sites and places. The NPWS also has a responsibility for fostering public understanding and enjoyment of nature and cultural heritage and their conservation.

The NPWS co-operates very closely with the community, including through such bodies as the Scientific Committee, the Advisory Council, Aboriginal Working Groups, other stakeholder groups and Regional Advisory Committees.

1.3 Sporting Shooters Association of Australia (NSW) Inc ABN 40 624 274 165 (SSAA NSW) is an association incorporated in New South Wales under the *Associations Incorporation Act 2009*

Sporting Shooters Association of Australia (NSW) Incorporated is the peak body in New South Wales dedicated to protecting and promoting the shooting sports.

The aims of the SSAA are:

- To promote and improve the sport of shooting in New South Wales through public relationship programs.
- To provide a means for the exchange and furtherance of knowledge pertaining to firearms, ammunition, accessories and shooting generally.
- To promote and assist in establishing Member Branches throughout New South Wales.
- To promote and assist in establishing and maintaining firearms shooting ranges within New South Wales.
- To educate people in the art of shooting, safe handling of firearms, field etiquette and a knowledge of the laws relating to firearms, hunting, target shooting and arms collecting.
- To promote and uphold game conservation.
- To promote a better understanding between landholders and shooters.
- To promote responsible hunting.
- To maintain the status of an amateur shooting organisation.
- To oppose all aspects of firearms or firearms use legislation as considered ineffective in reducing crime and/or violence.

1.4 The SPC Program has been developed by NPWS to allow Qualified SPC Volunteers to assist in the safe and responsible control of pest animals on NPWS estate. NPWS and SSAA NSW have jointly developed the partnership described in this document to facilitate the continuation and expansion of this Program

1.5 The Parties acknowledge that this MOU does not constitute an endorsement by SSAA NSW for the operation or introduction of the NPWS Supplementary Pest Control (SPC) Program

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for use by any other public or private land manager. The Parties also acknowledge that this does not constitute an endorsement by NPWS of the hunting model previously used on State Forests and Crown Lands.

2. Objectives of MOU

2.1. This MOU is intended to:

- a) establish a framework for communication, cooperation, operations and partnership between NPWS and SSAA NSW to assist one another in the implementation of NPWS' SPC Program.
- b) recognise controlled and targeted SPC program as a legitimate activity on land managed by NPWS.
- c) recognise the value of partnerships in achieving shared pest control and community participation outcomes.

3. Working arrangements

From time to time the parties shall use their best endeavours to give effect to the objectives of this MOU by:

- 3.1. **Working together on common issues** between NPWS and SSAA NSW in a manner that promotes:
 - a) timely and professional dealings with each other;
 - b) early communications with respect to issues of real or anticipated concern;
 - c) acceding to requests for information where appropriate; and
 - d) better understanding of the values and motivations of each Party.
- 3.2. **Communicating on common issues** between NPWS and SSAA NSW including:
 - a) NPWS staff and nominated representatives (as identified in the Appendix 1 or as updated from time to time) engaging in ongoing consultation, information sharing and discussion of issues; and
 - b) representatives from each organisation communicating and meeting to resolve broader issues and discuss cooperative projects and programs.
 - a) **Developing NPWS' Supplementary Pest Control project** including continuous improvement of various aspects of the project, consistent with and subject to changes in NPWS policy, procedure and guidelines.
- 3.3. **Research** – The parties shall cooperate in facilitating opportunities for conducting and funding research, joint conservation and training programs and promotional projects into such matters as:
 - a) data collection to post implementation monitoring around specific programs; and
 - b) participant's attitudes and satisfaction rates.

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- 3.4. **Media and Promotion** – Both parties agree, where appropriate, to partner each other in the use of appropriate media to promote and develop their mutual interests.

Approval for the use of the logos or names of the parties is required before the publication or use by either Party.

Regarding any issues or announcements that relate to SSAA NSW and/or its role in the SPC program, the Parties agree to notify each other at last 24 hours before any media release if planning separate media releases. Both parties understand that time sensitive media deadlines may occur, not allowing for 24 hours notice. In this event, both Parties agree to contact each other.

3.6 Consultation

The NPWS is responsible for the development of operational policies and guidelines relating to the management of parks and reserves under its control. Such operational policies must be consistent with legislation and broader government policies.

NPWS and SSAA NSW will consult with each other in relation to the development of new or revised policies and guidelines, in which the parties have a mutual interest. This will not limit the opportunity for SSAA NSW to make submissions during the public exhibition of such plans. However it is acknowledged that such contributions by SSAA NSW will be considered along with submissions made by all interested parties.

3.7 Policy Development

To the extent to which NPWS is responsible for the development of policies, NPWS undertakes to consult with SSAA NSW in relation to relevant policies or policy changes.

SSAA NSW similarly commits to consult with NPWS in relation to proposed policies or policy changes which may have an impact on NPWS' interests.

3.8 Resourcing, grants, sponsorship and external funding

The parties agree to work together to identify and cooperatively apply for funds from other sources for joint ventures, cooperative projects, joint research and training programs.

Both Parties acknowledge that substantial resources have been expended by both NPWS and SSAA NSW in the development of the partnership described in this document.

3.9 Regular liaison

The parties agree to meet on at least three occasions per year to monitor and continually improve implementation of the SPC program.

3.10 Health and Safety

The parties agree that health and safety, and associated risk management are of paramount importance in any projects undertaken together. For NPWS' SPC Program, health and safety is detailed in the *SPC Operations Manual* (see Appendix 3).

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3.11 Volunteer Management

The parties agree that positive volunteer engagement, where appropriate, is critical to the success of the SPC project and each organisation's goals. The management of volunteer projects by the NPWS and related internal consultation and project approval processes is regulated by the *NPWS Volunteer Operational Policy and Procedures (VOPP)*, which is reflected in the SPC Operations Manual.

The Volunteer Selection Process for the SPC program has been developed and agreed by both parties (See Appendix 2).

3.12 Volunteers

SSAA NSW members will be selected and recruited as NPWS Qualified SPC Volunteers. Upon acceptance in the SPC as a Qualified SPC volunteer, they will also be recognised as a NPWS volunteer. This will ensure NPWS is responsible for their insurance and public liability.

Both parties may share and distribute information to NPWS Qualified SPC Volunteers and the public and copies of information distributed by one Party will be provided to the other Party prior to circulation.

3.13 Training

The Parties recognise that there is scope and value in the conduct of joint training programs, pending the availability of resources.

Where the conduct of training programs is provided by parties external to NPWS or SSAA NSW, the agreement of both Parties is required prior to the approval of any external organisation or person.

4. General

- 4.1. The Parties to this MOU acknowledge that it does not and is not intended to create any legally binding obligations on the parties and does not of itself constitute a policy statement. The purpose of this MOU is to assist the Parties to maintain and improve their relationship.
- 4.2. This MOU is neither a fiscal nor a funds obligation document. Nothing in this MOU shall oblige either of the parties to expend funds or to enter into any future contract, supplemental agreement, or obligation with the other.

Any endeavour involving reimbursement or contribution of funds between the Parties to this MOU will be set out in separate funding agreements that shall be made in writing by representatives of the parties who are authorised to enter into such agreements.
- 4.3. The parties acknowledge that cooperative ventures between NPWS and SSAA NSW may affect other stakeholders. It is also recognised that cooperative ventures between NPWS and other stakeholders may affect SSAA NSW and its members.

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When such impacts become evident to either Party to this MOU, they will consult with the aim of facilitating agreement between the parties and affected stakeholders.

- 4.4. It is recognised by the Parties that not all matters will be able to be agreed and the Parties may resolve not to agree. Attempts to resolve disagreements and disputes arising out of the MOU will be undertaken unanimously and where resolution cannot be achieved the matter will remain open for discussion to enable the parties to find an acceptable outcome.

With respect to local issues the parties recognise that many local issues can and should be resolved with the regional representatives and in the event of a dispute the matter is to be referred to nominated representatives to facilitate resolution.

- 4.5. The term of this MOU is three years and shall be reviewed each 12 months after the date of execution of this MOU at the election of either Party, or as otherwise agreed.

This MOU may be modified in writing by prior agreement of both parties.


This MOU may be terminated in writing by either Party with three (3) months notice.

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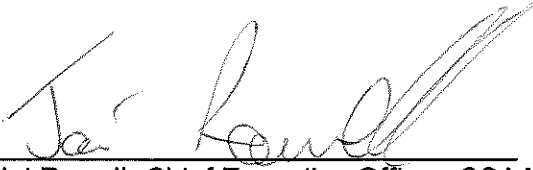
5. Effective date

This MOU becomes effective upon execution by representatives of the parties and remains in effect for three years.

Signed on behalf of *NPWS* by its authorised officers


Date 11/02/2019
Robert Quirk, Executive Director, Park Programs

Signed on behalf of *SSAA NSW* by its authorised officer


Date 01/02/2019
Jai Rowell, Chief Executive Officer, SSAA NSW

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- Appendix 1. Nominated representatives of each Party
- Appendix 2. SPC Volunteer Selection Process
- Appendix 3. NPWS Supplementary Pest Control Operations Manual

Both Parties recognise that the documents provided as appendices to this MOU are 'living' documents and will updated and replaced over time as necessary. The Parties agree to advise one another as and when it is intended to substitute updated documents

Appendix 1. Nominated representatives of each Party are as follows:

- NPWS:** Ben Russell, Manager Pests and Weeds
- NPWS:** Ben Matthias, SPC Coordinator
- SSAA NSW:** Jai Rowell, Chief Executive Officer
- SSAA NSW:** Guy Pitchford, Hunting and Program Manager