

**Regional Tourism
Memorandum of Understanding**

Between

Tourism North East

and

Alpine Shire Council

Benalla Rural City Council

Falls Creek Alpine Resort Management Board

Indigo Shire Council

Mansfield Shire Council

Mount Buller Mount Stirling Alpine Resort Management Board

Mount Hotham Alpine Resort Management Board

Rural City of Wangaratta Council

Towong Shire Council

July 2020

THIS MEMORANDUM OF UNDERSTANDING is made on 12 June 2019

BETWEEN

Tourism North East
ABN 84 715 244 593
Level 1, 19 -23 Camp Street
Beechworth
VIC 3747

(“TNE”)

AND

Alpine Shire Council
ABN 14 821 390 281
PO Box 139
Bright
VIC 3741

Mount Buller Mount Stirling Alpine Resort
Management Board
ABN 44 867 982 534
1 Summit Rd
Mt Buller
VIC 3723

Benalla Rural City Council
ABN 42 379 380 529
PO Box 227
Benalla
VIC 3672

Mount Hotham Alpine Resort Management
Board
ABN 93 938 780 598
PO Box 188
Bright VIC 3741

Falls Creek Alpine Resort Management Board
ABN 21 789 770 569
1 Slalom Street
Falls Creek
VIC 3699

Rural City of Wangaratta Council
ABN 67 784 981 354
PO Box 238
Wangaratta
VIC 3676

Indigo Shire Council
ABN 76 887 704 310
PO Box 28
Beechworth
VIC 3747

Towong Shire Council
ABN 45 718 604 860
PO Box 55
Tallangatta
VIC 3700

Mansfield Shire Council
ABN 74 566 834 923
Private Bag 1000
Mansfield
VIC 3724

These parties are collectively referred to as “**Regional Tourism Partners**”.

Background

- A. Tourism North East (“TNE”) is the Regional Tourism Board for the High Country, responsible for coordinating strategic tourism efforts across the Region.
- B. The Regional Tourism Partners acknowledge the importance of working collaboratively through TNE to drive positive tourism outcomes for the Region.
- C. The Regional Tourism Partners agree to provide TNE with operational and activity funding to act as the Region’s peak tourism body, as per the terms and conditions of this Memorandum of Understanding (“MoU”).

1. Definitions

Memorandum of Understanding means a document that expresses mutual accord on an issue between two or more parties.

High Country means the tourism region identified by Visit Victoria, which encompasses the municipalities and alpine resorts represented and managed by the Regional Tourism Partners.

Product Pillars means the five product strengths that are common across the region including cycle tourism; food, wine and beer; snow; nature-based experiences; and arts and culture.

Region means the same as High Country.

Regional Tourism Board means one of the 11 organisations established at the directive of Tourism Victoria (now Visit Victoria), the State tourism body, to guide regional tourism development.

Regional Tourism Partners means Alpine Shire Council, Benalla Rural City, Falls Creek Alpine Resort Management Board, Indigo Shire Council, Mansfield Shire Council, Mount Buller Mount Stirling Alpine Resort Management Board, Mount Hotham Alpine Resort Management Board, Rural City of Wangaratta and Towong Shire Council.

TNE means North East Victoria Tourism Board trading as Tourism North East.

TNE Board means the group of members of the association known as Tourism North East who are appointed to manage the affairs and business of Tourism North East (excluding staff).

2. Term

- a) This MoU will commence on 1 July 2020 and will expire on 30 June 2023, effectively covering three financial years: 2020/21, 2021/22 and 2022/23.
- b) The Regional Tourism Partners agree to table negotiations from 1 May 2022 for the renewal of this MoU for a further three-year period.
- c) This MoU must be executed by all parties by 31 August 2019.

3. Tourism North East Structure

- a) TNE is the peak tourism organisation for the Region that works in partnership with Visit Victoria, industry and a range of government partners to support and develop regional tourism in the High Country.
- b) TNE is established as an Incorporated Association under the Associations Incorporation Act 1981 and the Associations Reform Act 2012 and will be maintained as a financially autonomous body with responsibilities for its program, budget and financial sustainability.
- c) The TNE Board, consisting of the CEOs of the Regional Tourism Partners, six skills-based appointees and an independent chair, will oversee the operation of TNE and its deliverables.
- d) TNE Board members cannot delegate their position on the TNE Board to any other parties. In the case of the CEOs of the Regional Tourism Partners, this includes other representatives within their councils or resort management boards.
- e) The TNE Board is established and governed as per the organisation's Rules of Association & Statement of Purpose, and all Regional Tourism Partners agree to adhere to its terms.

4. Role of Tourism North East

- a) TNE is responsible for delivering the following across the High Country:
 - i. Regional marketing and communication
 - ii. Product development
 - iii. Industry development including skills training and mentoring
 - iv. Promoting public and private tourism investment opportunities
 - v. Research
 - vi. Advocacy efforts
 - vii. Strategic planning
- b) To both focus and maximise the effectiveness of initiatives associated with the responsibilities noted in 4a), TNE works to align its efforts with the Region's Product Pillars.
- c) TNE and its Regional Tourism Partners work collaboratively to drive and optimise tourism related visitation and yield opportunities for the High Country, and establish the Region as a premier tourism destination that offers a consistent and engaging visitor experience.
- d) The Regional Tourism Partners recognise the independent role, structure and mission of TNE and understand the function also includes being an independent voice and advocate for the regional tourism industry in local, state, national and international media.

5. Tourism North East Funding

5.1 Operational Funding

- a) The Regional Tourism Partners will each provide TNE with \$38,000 excluding GST pa in base operational funding for each year of the MoU Term.
- b) This funding will be subject to CPI increases in years two and three of this MoU.
- c) TNE will invoice each of the Regional Tourism Partners on an annual basis for their operational funding commitment. Associated payments must be made no later than 1 September each year of the MoU Term.

5.2 Activity Funding

- a) Regional Tourism Partners agree to invest in tourism-related activities delivered by TNE, (including but not limited to campaigns, training and initiatives) above and beyond the operational funding noted in 5.1.
- b) The amount of this activity funding will be independently determined by each of the Regional Tourism Partners on an annual basis in consultation with TNE, and will reflect the scope of activity proposed by TNE and its relevance to each of the Regional Tourism Partners.
- c) TNE will invoice each of the Regional Tourism Partners on an annual basis for their activity funding. Associated payments must be made no later than 1 September each year of the MoU Term.
- d) Regional Tourism Partners agree to support TNE's tourism activities via the involvement of their tourism, economic development, marketing and Visitor Information Centre personnel as required and appropriate.

6. Tourism North East's Obligations

In exchange for the operational and activity funding supplied by the Regional Tourism Partners, TNE is required to fulfil the following specific obligations, in line with the broader responsibilities outlined in Clause 4:

6.1 Strategic Planning

- a) TNE must involve the Regional Tourism Partners in the strategic planning process for the region to ensure that the interests of each party is considered and accurately represented. This includes (but is not limited to) consultation associated with the development of:
 - i. Victoria's High Country Destination Management Plan (ten-year scope)
 - ii. Tourism North East Strategic Plan (three-year scope)
 - iii. Tourism North East Business Plan (annual operating plan)
- b) The TNE Board will review and collectively approve these plans - by consensus - prior to implementation, thereby influencing the direction of TNE's strategic tourism efforts.
- c) These plans will be submitted to the Regional Tourism Partners and broader TNE Board in a timely manner to allow for meaningful input and plan alterations (if required) prior to implementation.
- d) The status of these plans and their progress in meeting overarching objectives and key performance indicators will be reported to the TNE Board as per the measurement and control mechanisms listed in each plan.

6.2 Communications and Engagement

- a) TNE will develop an annual communications and engagement program that details regular and formal communications with the Regional Tourism Partners and other relevant stakeholders.
- b) This program will ensure that there are opportunities to:
 - i. Keep Regional Tourism Partners abreast of TNE activities.

- ii. Identify synergies between TNE and the individual programs of the Regional Tourism Partners, and look at where efficiencies can be achieved.
- iii. Foster greater understanding of both the direction and outcomes of TNE initiatives.
- iv. Provide TNE with the ability to brief Regional Tourism Partners about tourism opportunities, issues and trends relative to their destinations.

6.3 Performance Review

- a) TNE will be subject to an annual performance review by the Regional Tourism Partners to ensure that the organization is fit for purpose, and meeting the needs of its diverse stakeholder base.
- b) This review will take the form of a simple online survey, with the results to be summarised by TNE's CEO and discussed openly at a TNE Board meeting.

7. Exercise of Rights

- a) The Regional Tourism Partners shall exercise the rights and pursue the opportunities granted under this MoU in a manner consistent with the good name, goodwill, reputation and image of each party and in compliance with all applicable laws and regulations.
- b) The commitments of each of the Regional Tourism Partners under this MoU shall not be transferable or assignable either in whole or in part without the written consent of the other Parties.

8. Indemnity

This MoU does not constitute a guarantee or indemnity by the Regional Tourism Partners in regard to activities undertaken by TNE.

9. MoU is Binding

It is intended that this MoU is binding for all Regional Tourism Partners without the right of withdrawal from the arrangement except where there is a fundamental breach by TNE of any term or condition of this MOU, or if the role of TNE changes as per Clause 10.

10. Role of RTBs

- a) The nature and scope of Tourism North East may change in accordance with State Government directives associated with Regional Tourism Boards. This may include: a change in the roles and responsibilities of Regional Tourism Boards; an amalgamation of Regional Tourism Boards with each other or other entities; a reduction or removal of State Government funding of Regional Tourism Boards; a governance change that impacts that relationship between State Government and the Regional Tourism Boards; or some other occurrence that significantly changes how TNE operates. In this instance, the Regional Tourism Partners may elect to revise, replace or terminate this MoU – a decision that must be determined unanimously.
- b) If the Regional Tourism Boards are disbanded, resulting in the dissolution of TNE, this agreement will be null and void.

EXECUTED as a Memorandum of Understanding in 2019

SIGNED for and on behalf of:

Organisation	CEO Name	Signature	Date
Tourism North East ABN 84 715 244 593	Amber Gardner		
Alpine Shire Council ABN 14 821 390 281			
Benalla Rural City Council ABN 42 379 380 529			
Falls Creek Alpine Resort Management Board ABN 21 789 770 569			
Indigo Shire Council ABN 76 887 704 310			
Mansfield Shire Council ABN 74 566 834 923			
Mt Buller Mt Stirling Alpine Resort Management Board ABN 44 867 982 534			
Mount Hotham Alpine Resort Management Board ABN 93 938 780 598			
Rural City of Wangaratta Council ABN 67 784 981 354			
Towong Shire Council ABN 45 718 604 860			

