Engagement Contract for the provision of Landcare Facilitator services

(Template for Networks)

## Engagement Contract for Services

**DATE [date]**

**BETWEEN**

**[insert Network’s name]**  (“the Network”)

**ABN:** **[insert Network’s ABN number]**

**Contact details:** **[insert Network’s postal and email contacts]**

**AND**

**[insert Contractor’s name]** (“the Contractor”)

**ABN:** **[insert Contractor’s ABN number]**

**Contact details:** **[insert Contractor’s postal, email and phone contacts]**

## BACKGROUND

1. The **[insert Network’s name]** (“the Network”) wishes to engage the Contractor to provide Landcare Facilitator services for a fixed term from **[insert date]** until **[insert date]**.
2. The Contractor will report directly to the Network for the duration of the Contract.
3. The Network has received 2021-24 Victorian Landcare Facilitator Program funding to engage a Contractor to provide Landcare Facilitator services.
4. The Contractor has the skills and experience to provide Landcare Facilitator services.
5. The Network and the Contractor (jointly “the Parties” or individually “Party”) wish to set out in writing the terms and conditions which will govern the engagement relationship during the period of the Contract.

## THE PARTIES AGREE

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## 1. NATURE AND TERM OF ENGAGEMENT

**1.1 Agreement to Engage the Contractor**

The Network agrees to engage the Contractor to provide the Landcare Facilitator services specified in this Contract.

**1.2 Term of Engagement**

Subject to the remainder of this Contract, the period of the Contract shall be for a term commencing on **[insert date]** and ceasing on **[insert date]**, unless otherwise terminated in accordance with Clause 7.

The funding to the Network for the provision of Landcare Facilitator services has been made available through the Network’s 2021-24 Victorian Landcare Facilitator Program (VLFP) Funding Agreement (“Funding Agreement”) with the Department or Environment, Land, Water and Planning (DELWP). Therefore, your engagement is subject to sufficient 2021-24 VLFP funding being made available to the Network each financial year until 30 June 2024.

The Contract shall be reviewed every 12 months. Nothing in this Contract shall require the Network to renew the Contract after the period has ended.

**1.3 Manager Arrangements**

The Contractor will report directly to **[name of manager]**,Manager of the Contractor, who has been appointed by the Network**,**and in their absence the Contractor will report to**[name of back-up manager]**, Back-up Manager.

**1.4 Location**

The Contractor acknowledges that the engagement may involve travel to a variety of locations, as required by the Network.

**1.5 Nature of Services**

The services to be provided by the Contractor are contained in “Schedule 1 - Key Accountabilities for the provision of Landcare Facilitator services”, and in the Network’s 2021-24 Landcare Facilitator Work Plan (not attached to this Contract).

In addition, the Contractor may be asked to provide other services that may from time to time arise. During the period of the engagement Contract the Contractor is required to deliver their services in a loyal, trustworthy, and honest manner.

**1.6 Assignment / Delegate**

**1.6.1** Subject to Clause 1.6.2 neither Party may assign, delegate, subcontract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Contract without the prior written consent of the other Party. Approval will not be unreasonably withheld by the Network.

**1.6.2** A Party may assign and transfer all its rights and obligations under this Contract to any person to which it transfers all of its business, provided that the assignee undertakes in writing to the other Party to be bound by the obligations of the assignor under this Contract.

**1.7 Subcontracting**

Where the Contractor employs personnel to deliver any part of the contracted duties under this Contract, responsibility for any liabilities with respect to payroll, tax, leave, Workplace Health and Safety, Work Cover, and superannuation (if applicable), will remain solely with the Contractor.

**1.8** **Network’s Acknowledgment of Contractor’s Independent Business Arrangements**

The Network acknowledges that the Contractor is an independent business and may have contractual arrangements with other organisations. The Network will not provide any unreasonable impediment to the Contractor pursuing those commercial opportunities save with respect to Clause 1.9 below.

**1.9 Conflict of Interest**

The Contractor must not engage in any additional employment, engagement or activity which conflicts with the interests of the Network, the requirements of the Contractor’s provision of Landcare Facilitator services, or the Contractor’s ability to deliver these services.

The Contractor will disclose to the Network any additional employment or engagement that has the potential to conflict with the interests of the Network.

If there is any risk of such a conflict occurring, the Contractor must immediately notify the Network.

## 2. REMUNERATION TERMS OF CONTRACTOR

* 1. **Invoice for Services**

The Contractor shall be entitled, at **[weekly/fortnightly/monthly]** intervals, to invoice the Network for services provided by the Contractor, and the Network shall, within 14 days of receipt of that invoice, make payment to the Contractor of the amount of the invoice.

The invoices provided by the Contractor must provide details on the amount of time required to deliver the various services provided in that **[week/fortnight/month]**.

* 1. **Invoice Verification**

The fortnightly invoice amounts referred to in Clause 2.1, shall be verified by the Network’s Manager of the Contractor and the Network’s Treasurer with reference to the actual services performed and logged hours spent by the Contractor in providing the services during the period covered by the invoice.

* 1. **Payment of Invoices**

Payment of invoices will occur **[weekly/fortnightly/monthly]** on the receipt of a tax invoice that details the Contractor’s activities for the previous **[week/fortnight/month]**. Payment will occur by means of electronic funds transfer to a bank account nominated by the Contractor.

* 1. **Fixed Price Contract**

The Contractor will be paid $**[insert]** per hour **[insert inclusive or exclusive of GST]** to provide the services outlined in “Schedule 1” in the financial year 2021-22.

Note – the hourly rate paid to the Contractor will include a 1.5 per cent annual increase in 2022-23 and 2023-24 as required in the Network’s 2021-24 Victorian Landcare Facilitator Program Funding Agreement with DELWP.

**2.5 Superannuation**

Notwithstanding that the Contractor is operating an independent business and may under the terms of this Contract undertake work for other organisations, the Parties acknowledge that under the Superannuation Guarantee (Administration) Act 1992 (Cth), s.12, the Contractor may have an entitlement to the payment of the compulsory superannuation guarantee contributions by the Network.

In addition to the details in Clause 2.4, if the Contractor has an entitlement to the payment (by the Network) of the compulsory superannuation guarantee contributions under the Superannuation Guarantee (Administration) Act 1992:

* The Network may choose to use the 1.5 per cent increase payable in any year to fund all or part of a compulsory change to the superannuation guarantee for the Contractor.
* The Contractor will be entitled to an increase in the hourly rate paid equal to the residual per cent after the increase in the superannuation guarantee is deducted.

In addition to payment of the Contractor’s invoices as per the details in Clauses 2.1 to 2.4, and in accordance with the Network’s obligations under the Superannuation Guarantee (Administration) Act 1992 and any regulations made pursuant to it, the Network will, if applicable, pay the compulsory superannuation contributions into a recognised superannuation scheme of the Contractor’s choice.

Where superannuation payments are to be made, the Contractor must provide to the Network written notice of their choice of superannuation fund at the commencement of this Contract. If the Contractor does not choose a fund, the Network will place contributions into a default fund.

**2.6 Hours / Days of Service Provision**

The Contractor will be engaged to provide services for up to **[insert number]** hours per week.

The Contractor acknowledges that the provision of Landcare Facilitator services for the Network may involve working at night and on weekends. No additional payments shall be due to the Contractor for providing services during such times.

The days of a week and the hours of a day when the Contractor provides Landcare Facilitator services will be flexible depending on the Contractor’s availability. However, the contractor will usually provide Landcare Facilitator services for the Network on **[insert days of week]**.

The Contractor acknowledges that the provision of Landcare Facilitator services may also involve working hours at night and on weekends. The Contractor agrees to deliver such services as and when required by the Network, which is also dependent on the Contractor’s availability.

**2.7 Equipment and Expenses**

The Contractor agrees to provide their own office accommodation, office equipment and materials (i.e. personal computer, printer, internet service, email access, mobile telephone) and reliable vehicle required for effective delivery of the services. The Contractor also agrees to meet all their normal vehicle expenses, including vehicle maintenance, running costs, vehicle registration, and insurances. No additional payment shall be due to the Contractor for the provision of such equipment or costs.

**2.8 Leave Entitlements and WorkCover**

The Contractor acknowledges that there is no entitlement to any form of paid or unpaid leave due under this Contract including annual leave, personal leave, carer’s leave, or long service leave.

Responsibility for any liabilities with respect to WorkCover remain solely with the Contractor.

**2.9 Taxation**

The Contractor must pay their own tax and GST to the Australian Taxation Office.

**2.10 Contractor Status**

The Contractor requires an Australian Business Number (ABN) and is required to maintain contractor status with the Australian Taxation Office for the term of this Contract.

In providing the Services under this Contract it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Network acknowledge that this Contract does not create a partnership or joint venture between them and is exclusively a Contract for service.

## 3. INDEMNITY AND INSURANCE

* 1. **Indemnity**

The Contractor agrees to indemnify the Network, its employees, agents or members for any loss or damage suffered by any of them as a result of any breach of this Contract by, or any act or omission of, the Contractor, its employees, agents or sub-contractors.

* 1. **Insurance**

# The Contractor acknowledges that under the terms of the Network’s 2021-24 Victorian Landcare Facilitator Program funding agreement with DELWP, the Network must ensure that for the term of its funding agreement with DELWP that a Landcare Facilitator who the Network engages as a Contractor is fully covered by appropriate insurances. The Contractor will have the following insurance cover:

* + 1. **Public Liability Insurance** (mandatory)
		The Contractor shall provide to the Network proof, by way of Certificates of Currency, that the Contractor has Public Liability cover of $20,000,000.
		2. **Professional Indemnity Insurance** (mandatory)The Contractor shall provide to the Network proof, by way of Certificates of Currency, that the Contractor has Professional Indemnity cover of $5,000,000.
		3. **Personal Accident and Illness Cover** (i.e. if injured or become ill because of work)(mandatory)

The Contractor shall provide to the Network proof, by way of Certificates of Currency, that the Contractor has insurance cover if the Contractor is injured or becomes ill because of work.

The insurance amounts above are deemed by the Network sufficient to cover any amounts which may become payable by the Contractor pursuant to this indemnity clause in this Contract. The Contractor is wholly responsible for cost of the insurance coverage.

At the request of the Network, the Contractor will provide a copy of the insurance policies to the Network and ensure that the Network is to be entitled to the benefit of such insurances.

## 4. PROFESSIONAL DEVELOPMENT AND PERFORMANCE

## 4.1 Professional Development

The Network’s annual budget from the 2021-24 Victorian Landcare Facilitator Program funding for the Landcare Facilitator includes $**[insert $ amount for professional development from the Network’s funding agreement with DELWP]** (inclusive of GST) to support the Contractor to undergo appropriate professional development and training. The type of professional development and training undertaken will be as required and as agreed by the Network’s Manager of the Contractor.

The annual budget for the professional development of the Contractor can be used to cover the cost of:

* Professional development workshop(s), and/or
* Time (at hourly rate) at the professional development workshop(s), and/or
* Travel and time (at hourly rate) spent travelling to and from the professional development workshop(s).

## 4.2 Performance

The Network and the Contractor agree to do everything necessary to ensure that the terms of this Contract take effect.

The Contractor warrants they have the necessary skills and experience to perform the services as set out in “Schedule 1 - Key Accountabilities for the provision of Landcare Facilitator services” in a competent and timely manner.

The Network reserves the right to require that the Contractor remedy unsatisfactory work at the Contractor’s own expense.

## 4.3 Force Majeure

Neither Party will have any liability under or be deemed to be in breach of this contract for any delays or failures in performance of this contract which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances must promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than six (6) months, either Party may terminate this contract by written notice to the other Party.

## 5. WORKPLACE HEALTH AND SAFETY

## 5.1 Network and Contractor Obligations

The Network and Contractor will, at all times maintain:

* A safe working environment and a safe system of work,
* Comply with all safety requirements in relation to the project works required by law,
* Adequate supervision, training and instruction to ensure the workplace health and safety of workers, and to ensure that all work performed are performed safely,
* A working environment which is free from harassment and discrimination.

## 5.2 Network and Contractor to Comply with Relevant Legislation

The Network and Contractor agree that they will, at all times comply with any relevant Workplace Health and Safety Legislation and Regulations relevant in any way to the work performed by the Contractor. Without limiting the Network ’s or Contractor’s obligations under this Clause, the Network and Contractor agree to comply with any Codes of Practice or similar documents issued by the WorkSafe Victoria from time to time, directly or indirectly relevant to the work performed.

## 5.3 Contractor to Provide Information to the Network upon Request

The Contractor shall promptly, following requests by the Network, provide full and frank information regarding any matters directly or indirectly related to the terms of this Contract, including Workplace Health and Safety.

## 6. DISPUTE RESOLUTION

The Parties should make best endeavours to resolve any disputes in connection with the Contract by mutual discussion of the dispute as the issues arise or at the 12-month review under Clause 1.2.

Where a matter remains unresolved the Parties may agree to have the issue mediated by an agreed external mediator. The cost of the mediator shall be borne equally by both Parties, or as otherwise agreed.

If the Parties have not mediated a resolution of the dispute after a reasonable period, neither Party will be obliged to continue any attempt at mediation and either Party may commence such further proceedings as it thinks fit in relation to the dispute.

## 7. NETWORK POLICIES

The Network is committed to providing a safe workplace free from discrimination and inappropriate behaviour for all employees, contractors, and visitors. The Network’s commitment is shown in written policies about matters including, but not limited to:

* Code of Conduct,
* Grievance Policy,
* Workplace Health and Safety Policy.

The Contractor will be provided with copies of the above Network policies and agrees that they shall abide by these and any such policies, as issued from time to time, and any failure to do so shall constitute a breach of this Contract.

The Network shall serve all notices on the Contractor either in person, by email, or by post to their postal address.

The policies of the Network do not form part of, and are not incorporated into, this Contract.

## 8. TERMINATION

## 8.1 Termination of Contract

Subject to the remainder of the Contract, this Contract shall come to an end upon the close of business on **[date]**.

## 8.2 Grounds for Immediate Termination

The Contractor’s engagement may be immediately terminated at any time during the currency of the Contract if:

1. The Contractor is found guilty of any criminal offence other than an offence which does not affect the Contractor’s position or ability to carry out the Contractor’s duty properly,
2. The Contractor fails to immediately notify the Network, in the event that the Contractor is found guilty of any criminal offence,
3. The Contractor engages in conduct that may bring the Network or its operations into disrepute or adversely affect the reputation of the Network,
4. There is a persistent failure or neglect on the part of the Contractor in provision of their services,
5. The Contractor is guilty of any serious or persistent breach of the terms of this Contract,
6. The Contractor engages in conduct that causes or may cause imminent and serious risk to the health and safety of any person as determined by the Network.

## 8.3 Termination by Mutual Consent

In addition to any other right of termination, and without derogating from any right available under this Contract, the Contractor’s engagement may, at any time, be terminated by mutual consent of the Parties on whatever notice or terms upon which the Parties, to this Contract, then agree.

## 8.4 Termination by Notice

Either Party may terminate the Contract without cause by providing the other Party with four (4) weeks’ written notice of the termination. The Network may, at its discretion, opt to make a payment to the Contractor in lieu of notice. Payment of any outstanding fees owed to the Contractor will be calculated on a pro-rata basis on the date of termination of this Contract.

The Network may give written notice to the Contractor that it is no longer receiving 2021-24 Victorian Landcare Facilitator Program funding, in accordance with the terms of its Funding Agreement (“Funding Agreement”) with the Department of Environment, Land, Water and Planning, to fund the Contractor to provide Landcare Facilitator services. In this instance, this Contract will automatically terminate on the date of the cessation of the Funding Agreement, or such earlier date as agreed by the Parties.

## 9. PROPERTY

## 9.1 Intellectual Property

For the purposes of this clause “Intellectual Property” includes without limitation, any intellectual property, in whatever form, which the Contractor invents, develops, or creates in the course of their service provision for the Network. Such Intellectual Property shall remain the property of the Network. The Contractor must advise and inform the Network of the existence of such Intellectual Property at the time at which it is invented, developed, or created, and provide The Network with access to it. Intellectual Property includes, but is not limited to:

* designs,
* logos,
* templates,
* plans and strategies,
* fact sheets and brochures,
* PowerPoint presentations,
* business and domain names,
* copyright,
* trademarks,
* patents.

The Contractor must not use or reproduce any Intellectual Property owned by the Network without the Network’s consent. This includes after the Contractor’s engagement contract with the Network ends.

The Network, and their member groups, retain exclusive Intellectual Property rights for project materials produced and published in the delivery of their projects.

The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Contract except with the written consent of the Network. The Contractor will be responsible for any, and all, damages resulting from the unauthorised use of the Intellectual Property.

## 9.2 Return of Property

Upon the expiry or termination of this Contract, the Contractor will return to the Network any property, documentation, records, or Confidential Information (see Clause 10.1), which is the property of the Network.

## 10. CONFIDENTIALITY AND PRIVACY

## 10.1 Confidentiality

For the purposes of this clause “Confidential Information” includes information about the Network’s business, products, and services (including future products and services), financial information, pricing, terms of trade, suppliers and customers, contracts and arrangements, plans, strategies and forecasts, research and development information, and any other information designated as confidential by the Network.

The Contractor must not, either during or after the Contract has ended, use, or disclose any Confidential Information developed, accessed, or acquired as a direct or indirect result of the Contract, except in the proper course of the engagement, as required by law, or with the previous written consent from the Network.

The Contractor must only use the Confidential Information for the purpose of the engagement and must not use or attempt to use any such Confidential Information in any manner which may injure or cause loss to the Network.

All Confidential Information remains the property of the Network.

At the end of the Contract the Contractor must return any of the Confidential Information in his/her possession or control.

## 10.2 Privacy

**10.2.1** The Contractor covenants to keep confidential, and ensure its agents, employees and contractors keep confidential: all confidential information expressed by the Network (“Confidential Information”),

**10.2.2** All information provided by the Network to the Contractor for the purposes of this Contract,

**10.2.3** All information created as a result of this Contract, and

**10.2.4** Agrees not to disclose such information without the prior written approval of the Network.

## 11. DRIVER’S LICENCE AND PRE-ENGAGEMENT BACKGROUND CHECKS

**11.1 Driver’s Licence**

As the provision of the services detailed in this Contract involve driving a vehicle, a current full Australian Driver’s Licence is essential and the Licence must be produced by the Contractor prior to commencement of the Contract, for verification.

The Network must hold a copy of the Contractor’s current driving licence, and the Contractor is required to maintain a current full Australian Driver’s Licence for the duration of this Contract.

The Contractor’s loss of their driver’s licence may result in termination of this position, should it occur in the period of this Contract.

**11.2 Pre-engagement Checks**

The Contractor and any other persons providing services under this Contract require a National Police Check and a Working with Children Check. Copies of these checks must be provided by the Contractor to the Network prior to the commencement of this Contract.

**11.3 COVID-19 Digital Certificate**

The Contractor is required to provide to the Network a copy of the Contractor’s Australian Government Covid-19 Digital Certificate that shows that they are **[double/triple]** vaccinated against COVID-19, within one month of the commencement of this Contract.

## 12. GENERAL

**12.1 Entire Understanding**

This Contract contains the entire understanding between the parties as to the subject matter contained in it. All previous agreements, contracts, representations, warranties, explanations, and commitments, expressed or implied, affecting the subject matter are superseded by this Contract and have no effect.

## 12.2 Waiver and Exercise of Rights

A single or partial exercise or waiver of a right relating to this Contract does not prevent any other exercise of that right or the exercise of any other rights. No Party will be liable for any loss or expenses incurred by another Party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in exercise of a right.

## 12.3 Governing Law and Jurisdiction

This Contract is governed by and is to be construed in accordance with the Laws of Victoria.

All people working in Australia under relevant Commonwealth workplace laws are entitled to general workplace protections.

## 12.4 Legislation

In this Contract the reference to a Statute includes regulations under the Statute and consolidations, amendments, re-enactments, or replacements or any of them.

## 12.5 Severance

**12.5.1** If a provision in this Contract is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable,

**12.5.2** If it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Contract.

**12.6 Variation**

The terms and conditions in this Contract may only be varied by a written agreement signed by both the Parties.

**EXECUTED as a Contract**

|  |
| --- |
| **SIGNED** by **[name] [position]** for and on behalf of the **[name of Network]** (“the Network”) |
|  **Signature**  |
| **Dated:** **[date]** |

|  |
| --- |
| **SIGNED** by **[name] [position]** for and on behalf of the **[name of Network]** (“the Network”) |
| **Signature**  |
|   |
| **Dated:** **[date]** |

|  |
| --- |
| **SIGNED** by **[name of Contractor]** (“the Contractor”) |
| **Signature**  |
|  |
| **Dated:** **[date]** |

**SCHEDULE 1 – KEY ACCOUNTABILITIES FOR THE PROVISION OF LANDCARE FACILITATOR SERVICES**

The Network’s 2021-24 Landcare Facilitator Work Plan will guide the Contractor in the provision of Landcare Facilitator services, and it has six Key Work Areas.

The Key Work Areas below (from the Network’s 2021-24 Landcare Facilitator Work Plan) outline the key accountabilities required of the Contractor in the provision of Landcare Facilitator services over the term of the Contract, and include:

**Key Work Area 1 - Support the development of on-ground natural resource management projects**

* 1.1 Assist with the identification, planning and development of on-ground projects for delivery by Landcare and environmental volunteer groups/networks and private landholders, that help deliver on local plans (e.g. group/network plans), regional plans (e.g. Regional Catchment Strategies), and key statewide plans (e.g. Biodiversity 2037).
* 1.2 Support the planning and development of on-ground projects and activities that achieve multiple benefits (i.e. biodiversity, climate change resilience, and sustainable land management).
* 1.3 Facilitate access by groups/networks/landholders to natural resource management information, expertise and other resources to support the planning and development of on-ground projects.

**Key Work Area 2 - Secure project grants and leverage other funding**

* 2.1 Identify and promote grants and funding opportunities that support activities to increase the health of the environment.
* 2.2 Facilitate Landcare and environmental volunteer groups/networks to apply for and secure funding for projects.

**Key Work Area 3 - Undertake community engagement, collaboration and partnership building**

* 3.1 Promote and provide opportunities for broad and diverse community participation (e.g. engaging culturally and linguistically diverse communities and youth) in Landcare and environmental volunteering activities.
* 3.2 Engage landholders and land managers in the adoption of best practice sustainable land management.
* 3.3 Facilitate information sharing, cooperation, collaboration and networking among Landcare and environmental volunteer groups/networks, Landcare staff (e.g. Landcare facilitators and Regional Landcare Coordinators), and the broader natural resource management sector.
* 3.4 Support the development of local partnerships and collaboration with other community organisations, universities/schools, and corporates to increase awareness of, and involvement and participation in, Landcare and environmental volunteering activities, including on-ground projects.
* 3.5 Submit at least one nomination for each round of the Victorian Landcare Awards and raise awareness of the Landcare Awards.
* 3.6 Increase Aboriginal cultural awareness of groups/networks and support their collaboration and partnerships with Traditional Owners. (if applicable)
* 3.7 Facilitate the establishment of new Landcare and environmental volunteer groups/networks in gap areas (i.e. where there are currently no groups/networks), and/or support the revival or re-activation of groups/networks that are currently inactive or at risk of becoming inactive. (if applicable)

**Key Work Area 4 - Build local community capacity to enable groups, networks and communities to be resilient**

* 4.1 Increase the provision of information to Landcare and environmental volunteer groups/networks by keeping them informed of learning, training, funding, and other opportunities.
* 4.2 Assist with the planning, development and delivery of knowledge and capacity building activities, such as courses, workshops, seminars, field days, and social media campaigns.
* 4.3 Promote and demonstrate to Landcare and environmental volunteer groups/networks how to effectively use communication channels, including social media, e-newsletters, webinar portals, Victorian Landcare Gateway, and the Victorian Landcare and Catchment Management magazine.
* 4.4 Assist Landcare and environmental volunteer groups/networks to function effectively and efficiently through the adoption of appropriate governance processes and procedures.
* 4.5 Support Landcare and environmental volunteer groups/networks with their responses to natural disasters and the effects of climate change. (if applicable)

**Key Work Area 5 - Assist with planning and priority setting processes**

* 5.1 Assist Landcare and environmental volunteer groups/networks to develop or review their action/strategic plans, and to ensure these plans reflect the contemporary strategic directions and challenges facing Victoria’s environment, including climate change.
* 5.2 Assist with the development of property plans focused on sustainable land management.
* 5.3 Promote awareness of Traditional Owners’ aspirations and Whole of Country Plans and support Traditional Owners participation in the planning of on-ground works on Country. (if applicable)

**Key Work area 6 - Assist with monitoring, evaluation, and reporting**

* 6.1 Support Landcare and environmental volunteer groups/networks to fulfil their reporting requirements in a timely manner.
* 6.2 Support Landcare and environmental volunteer groups/networks to complete the Victorian Landcare Program’s annual Group Health Survey, ensure the details of all the groups/networks the Landcare facilitator supports are up to date on the Victorian Landcare Gateway, and liaise with the Regional Landcare Coordinator to ensure accurate and consistent data collection, including changes to Landcare group/network boundary maps.
* 6.3 Assist Landcare and environmental volunteer groups/networks to evaluate annually their activities, and review (and when required establish improved) processes for the monitoring of and reporting on projects.

**Note:** The Network’s Landcare Facilitator is not responsible for administrative tasks associated with the day-to-day operation of a group/network, such as taking meeting minutes, or managing on-ground projects and their budgets. These tasks are not supported under the 2021-24 Victorian Landcare Facilitator Program.