



Great Barrier  
Reef Foundation

[Date]

[Name]

[Address]

Dear [Name],

### **Appointment to the [insert name of Committee]**

On behalf of the Great Barrier Reef Foundation (*GBRF*), I am delighted to confirm your appointment as a member of the GBRF [insert name of committee] (the **Committee**) as a member.

As a member of this group you will undertake [insert description of member role]

This letter outlines the terms of your appointment.

In addition to this appointment letter please find attached supporting documentation:

- [Insert Code of Conduct/Charter/Terms of Reference/other]
- Meeting Schedule
- Conflict of Interest Declaration
- GBRF Confidentiality Agreement
- [Travel and Accommodation Information Pack]
- [Invoice template]
- [Reimbursement form].

### **1 Term of Appointment**

The Term of your appointment to the Committee is until [insert date].

Your appointment continues until the specified date or until you resign from the Committee or GBRF terminates your appointment to the Committee.

Notwithstanding any provisions of this letter, GBRF is entitled to terminate your appointment in accordance with the provisions of any applicable law.

Upon termination or resignation from office for any reason, you shall not be entitled to any damages for loss of office and no fee will be payable to you in respect of your termination or resignation.

Brisbane | Cairns | Townsville

Level 11, 300 Ann Street, Brisbane QLD 4000 | GPO Box 1362, Brisbane QLD 4001 Australia  
t +61 7 3252 7555 | e info@barrierreef.org | barrierreef.org | ABN 82 090 616 443



## 2 Remuneration/Voluntary Position

You will be paid \$[ ] per day for your contribution to meetings. All expenses (travel, accommodation, incidentals) will be covered by GBRF in line with the attached Travel and Accommodation Information Pack.

### OR

This is a voluntary position and you will not be paid any fees superannuation, retirement or other termination benefits for your service as a member of the Committee.

## 3 Obligations and Responsibilities

During the period of your appointment, you are required to comply with all of GBRF's applicable committee charters, policies, codes and procedures as then in force, as well as such other requirements or policies as the GBRF Board may from time to time specify. Any new policies or amendments to these policies will be provided to you.

## 4 Duties

During your term as a member of the Committee you will be expected to carry out the following duties:

- (a) diligently and competently carry out the roles and responsibilities of the Committee as set out in the [Charter/Terms of Reference];
- (b) [insert]; and
- (c) any special duties or arrangements, having regard to your particular skills and experience, as you agree with the Committee or GBRF from time to time.

## 5 Meetings

A schedule of meetings and workshops you are expected to attend is provided as an attachment to this letter. Changes to the schedule or additional meetings required will be notified to you in advance.

## 6 Disclosure

You agree that all of the information you have provided to GBRF about yourself is all of the information which GBRF reasonably needs to know in order to make an informed decision to appoint you to the Committee. You confirm that the information is accurate and up-to-date and is not misleading by omission.

You also agree to immediately disclose to GBRF any fact or circumstance about you or affecting you which, if known, may have an adverse impact on GBRF's reputation or public profile.



You agree that GBRF may, from time to time, conduct police, bankruptcy and any other checks with public authorities which GBRF reasonably considers necessary or prudent in order to meet its obligations to government authorities.

You must keep GBRF advised on an ongoing basis of any interests that conflict or could reasonably be perceived to interfere materially with the exercise of your unfettered and independent judgement.

The disclosure obligations are, and are intended to be, ongoing obligations.

## **7 Confidentiality**

You must apply the highest standards of confidentiality and not disclose to any person (whether during the course of the appointment or at any time before or after) any confidential information concerning GBRF or its subsidiaries, other than to discharge your legal duties. When you cease to be a member of the Committee you agree to return to GBRF all property, materials and documents of GBRF.

You agree that you will not reveal or make known any of the matters, affairs, or concerns which may come to your knowledge as a member of the Committee, to any person or persons whatsoever, except in the course and in the performance of your duties, or under the compulsion or obligation of law, or when officially required to do so by the GBRF Board, or by the auditors of GBRF.

[You acknowledge that copies of any legal advice obtained by GBRF that are provided to you during the course of your appointment to the Committee are provided to you solely in your capacity as a member of the Committee, and that:

you must treat the advice as confidential and not distribute it; and

GBRF does not intend to waive privilege by providing that advice to you.]

## **8 Privacy**

- (a) You acknowledge that any personal information you have provided to GBRF under this letter (including any of its attachments) or otherwise as a result of your appointment as a member of the Committee, may be used or disclosed by GBRF as described in paragraph (b).
- (b) GBRF may use or disclose your information for any of the following purposes (including disclosing it to a related body corporate of GBRF who may also use it for these purposes):
  - (i) to comply any applicable law
  - (ii) to comply with any applicable contract
  - (iii) for any corporate governance purpose, and to monitor compliance with GBRF Policies



Great Barrier  
Reef Foundation

- (iv) to comply with any statutory or regulatory requirements or periodic reporting obligations under other laws in any other jurisdiction which require GBRF to disclose information to any statutory body or regulator.
- (c) You can ask for access to most personal information that GBRF or its related bodies corporate hold about you in your capacity as a member of the Committee. To find out what sort of personal information GBRF holds about you, or to make a request for access, you should contact the Company Secretary. If for any reason, GBRF is unable to grant access to you to any personal information, GBRF will advise you of that reason.

## 9 Governing Law

This letter agreement is governed by the laws of Queensland.

You acknowledge that if you fail to provide any information required under this letter (or any of its attachments) you will breach the terms of your appointment and you may also be in breach of your obligations under any applicable law.

Please confirm your acceptance of the terms and conditions set out in this letter by signing the acceptance below and returning via email to [insert email], along with the completed Conflict and Interest Declaration and Confidentiality Agreement by [insert date].

Your passion, motivation and commitment to the protection and care of the Great Barrier Reef will support [insert] We are excited to have your expertise help shape the future.

Yours sincerely

Anna Marsden

***Managing Director***

I, \_\_\_\_\_ am happy to accept the appointment to the Committee.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Brisbane | Cairns | Townsville

Level 11, 300 Ann Street, Brisbane QLD 4000 | GPO Box 1362, Brisbane QLD 4001 Australia  
t +61 7 3252 7555 | e info@barrierreef.org | barrierreef.org | ABN 82 090 616 443