



## STATEMENT OF COMMITMENT TO MUTUAL PURPOSE AND RESPECT

This Statement of Commitment (**Statement**) between Horticulture Innovation Australia Limited (**Hort Innovation**) and Avocados Australia Limited (AAL) is intended to provide clarity as to the roles, responsibilities, mutual objectives and engagement expectations between Hort Innovation and AAL.

Hort Innovation and AAL commit to formally establish and maintain a positive and cooperative working relationship for the benefit of the Australian avocado industry (**Industry**). As part of their mutual commitment, Hort Innovation and AAL will act in accordance with the spirit and intent of this Statement, even though neither party intends that it be legally binding.

### A. ROLES AND RESPONSIBILITIES

Hort Innovation and AAL acknowledge that each has a different and complementary function in advancing the interests of the Industry:

#### Roles and Responsibilities of Hort Innovation

1. Subject to being recognised as the industry services body under Commonwealth legislation, to receive from the Australian Government and manage investment of statutory levies (**Levies**) as well as Australian Government co-investment monies (**Taxpayer Funds**) under the terms of its Constitution and Funding Agreement with the Australian Government.
2. To invest Levies in accordance with advice received from Industry as reflected in the Industry Strategic Investment Plan (**SIP**).
3. To implement the strategic allocation and investment of Levies, Taxpayer Funds, other monies received from the Australian horticulture industry and contributions by investors in research, development, extension and marketing programs (**Investments**) for the benefit of the Australian horticulture sector.
4. To monitor and drive the delivery of Investments, and communicate the outcomes and value of Investments to the Industry and other stakeholders.

#### Roles and Responsibilities of AAL

1. Subject to being recognised as the prescribed industry body under Commonwealth legislation, to determine the existence and rates of Levies for the Industry and monitor adherence to the payment of Levies by Industry, in accordance with its Constitution.
2. To develop an overall vision and strategic imperatives for the Industry.
3. To encourage high standards of practice in Industry production.



4. To represent and further the interests of its members and the Industry in respect of matters that may affect the reputation, viability and growth of the Industry.
5. To advocate the Industry's position to all levels of Australian Government.
6. Subject to successful proposal through the Hort Innovation procurement process, AAL may be contracted to Hort Innovation as a delivery partner to be accountable for the following:
  - a. To act as a facilitator and coordinator of research and development (**R&D**) and effective extension to the Industry, and facilitation of the adoption and commercialisation of R&D.
  - b. To act as a facilitator and coordinator of market development and promotional activities to support domestic and export activities of the Industry.

## **B. MUTUAL PURPOSE AND OBJECTIVES**

Hort Innovation and AAL acknowledge their mutual purpose in working to sustain a profitable, productive and competitive Industry, and commit to working cooperatively, within their respective roles and responsibilities and in the interests of Industry, to deliver on the following objectives:

1. Drive the Industry forward with a focus on optimising the value and volume of product in market.
2. Engage in strategic activity that reflects and implements Industry-wide needs and recommendations.
3. Maximise understanding of and engagement by Industry levy payers with the investment of Levies and other Hort Innovation investment opportunities, through co-ordinated membership and communication initiatives.
4. Maximise extension and adoption of Hort Innovation program outputs and outcomes to drive positive practice change.

In cooperating to achieve these objectives, Hort Innovation and AAL commit to:

1. Respect the roles and responsibilities of each other.
2. Support the pursuit of innovation and excellence for the benefit of the Industry.
3. Adopt methods of measurement and evaluation to assess the value being added to Industry by activities undertaken.
4. Communicate in a timely, accurate and clear manner to Industry.
5. Work collaboratively where appropriate and practicable, bearing in mind required resources, skills and capacity to deliver.



6. Expect of themselves, each other and of third parties professional standards of governance and delivery on obligations and commitments, contractual or otherwise.
7. Identify and act on opportunities to minimise duplication of effort and cost.
8. Facilitate opportunities to leverage each other's relationships with levy payers and third parties for the benefit of Industry.

#### **C. MUTUAL EXPECTATIONS IN ENGAGEMENT**

Hort Innovation and AAL agree the following statements are principles to apply to all dealings with and regarding each other:

1. Facilitate a climate of open dialogue and regular constructive communication.
2. Act in a professional manner in all dealings, recognising that disagreement and informed debate can be carried out with civility and respect.
3. Treat representatives fairly and respectfully and provide an environment free from bullying, harassment and discrimination.
4. Act ethically and in a fair, reasonable, trustworthy and accountable manner.
5. Provide accurate, objective and clear information to assist decision making in the best interests of Industry.
6. Use care and integrity in managing confidential information, fulfilling commitments and sharing credit for accomplishments.
7. Aim to add value to initiatives undertaken to advance the interests of Industry.

#### **D. MANAGEMENT OF COMPLAINTS AND DISPUTES**

Hort Innovation and AAL agree to provide to each other timely notice of any complaint or dispute arising in connection with this Statement or in respect of dealings with each other.

Hort Innovation and AAL commit to promptly, proactively and privately resolve the complaint or dispute as between themselves by first scheduling a meeting as between senior representatives to address the matter raised. If the complaint or dispute is not resolved at this meeting, a further meeting involving the Chief Executive Officer (or equivalent) and Chair of each party will be convened for this purpose.

#### **E. LIFE OF THIS STATEMENT**

Hort Innovation and AAL agree this Statement is intended to remain in place indefinitely. Any modifications must be mutually agreed and formalised by way of an addendum signed by both the Chief Executive Officer (or equivalent) and Chair of each party.

# Hort Innovation

Hort Innovation and AAL may unilaterally and formally end their commitments in this Statement by written notice of termination to the other party signed by both the Chief Executive Officer (or equivalent) and Chair of the terminating party. Before acting to terminate, each party commits to following the process for management of complaints and disputes in this Statement.

**Signed for Hort Innovation** by its authorised representatives:



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Matt Brand, CEO



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Selwyn Snell, Chair

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1 April 2019

Date

**Signed for Avocados Australia Limited** by its authorised representatives:



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John Tyas, CEO



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Jim Kochi, Chair

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1 April 2019

Date