

Memorandum of Understanding between Greening Australia Queensland (Inc.) (ABN 69 910 506 247) and Pacific Properties Qld. Pty Ltd. (ABN 96 343 307 935)

made on the _____ day of _____ 2004



1. Purpose

The purpose of the Memorandum of Understanding (MOU) is for both organisations to pool their skills and resources where appropriate and to beneficially influence the long-term sustainable management of natural resources within Australia. This will be achieved through joint participation on appropriate projects that will involve natural resource management and positive ecological outcomes on development projects. The Parties have agreed to establish a strategic alliance to design and implement the process using the joint resources and skills of the two groups in accordance with the principles contained in this MOU.

It is understood that this is an evolving relationship and that frequent review and revisions of this agreement are fully expected.

2. Relationships

The descriptions of the relationship are noted below in this document and these in no way infer that the two entities cannot enter into or have relationships with other organisations but rather lead to an increase in cooperative relationship between the two organisations.

3. Scope of activities

The table below details where both parties' involvement will be within the scope of this MOU.

Roles	GA	Pacific Properties
Project identification		*
Project proposal development	*	*
Client management	*	
Detailed project planning/design	*	*
Project management	*	*
Editorial/promotion	*	*
Alliance promotion	*	*

The above roles are subject to changes to the scope of individual projects.

4. Intellectual Property

This MOU does not vest in either party any rights over the intellectual property of the other party and does not license or permit its use by the other party without the express written authority of that party. Where either party considers that its intellectual property will be employed on a particular project, it shall notify the other party so that where agreed, appropriate undertakings or covenants will be entered into to ensure the rights of either party so that property will be protected.

5. Branding/Promotion

The alliance will be a "Greening Australia Queensland/Pacific Properties joint initiative". All appropriate branding, recognition, public exposure, etc. shall reflect both parties as participants under the blanket of the MOU.

6. Provision of Services

Greening Australia shall be the preferred supplier of appropriate services for Pacific Properties, and the percentage input by Greening Australia will be determined by the ability of Greening Australia to supply the required service. The input by either party shall in no way undermine the credibility of either organisation. The extent of input by Greening Australia shall be decided upon at the time of project planning. All projects shall reflect both organisations as contributing partners so as to enhance public profile as well as enhance the project profile. For each project for the sake of clarity, the agreed input from Greening Australia shall be recorded in writing and signed by an authorised representative of the parties.

7. Timetable/Severance

This MOU Agreement shall come into effect immediately after signing and shall apply on any agreed project.

Severance may occur with immediate effect should either party breach any part of the agreed terms of the MOU. Should either party wish to withdraw from the MOU, then 30 days written notice is required, and both parties shall endeavour to complete any currently running projects.

8. Non-Contractual Agreement

This MOU is intended to embody general principles agreed upon between and among the signatories and is not intended to create contractual relationships, rights, obligations, duties or remedies in a court of law between or among signatories.

9. No intention to create legal relations

The parties expressly agree that it is not intended by this MOU to create a legally binding relationship between the parties.

10. Indemnity

Greening Australia indemnifies Pacific Properties against any claim, action, damage, loss, expense or liability, howsoever arising as a result of Pacific Properties' entry into this agreement.

Pacific Properties indemnifies Greening Australia against any claim, action, damage, loss expense or liability, howsoever arising as a result of Greening Australia entry into this agreement.

This Memorandum of Understanding is intended to record a common understanding about both parties' strategic decision to work together when appropriate but is not intended to form an official partnership. This Memorandum of Understanding was signed on the date first set out above.

Signed on behalf of Greening Australia Queensland (Inc.) by:

Name _____
 Position _____
 Signature _____

in the presence of:

Name _____
 Signature _____

Signed on behalf of Pacific Properties Qld. Pty Ltd by:

Name _____
 Position _____
 Signature _____

in the presence of:

Name _____
 Signature _____