

Victorian Wine Strategy Steering Committee

Final terms of reference – November 2023

Introduction

1. The Victorian Government is working with the Victorian wine industry to create a new Victorian Wine Strategy. This is an opportunity for industry and government to collaborate and set new directions for the industry. The strategy will be coordinated by Agriculture Victoria.
2. The purpose of the Victorian Wine Strategy Steering Committee is to provide advice and guidance on the development of the strategy.
3. The steering committee will ensure the strategy utilises industry knowledge, represents the diversity of the Victorian wine industry, and is owned by industry.

Definitions

4. In these Terms of Reference-

Appointment and Remuneration Guidelines means the Government's Appointment and Remuneration Guidelines, as updated from time to time¹.

Committee means the **Victorian Wine Strategy Steering Committee**, established by the Executive Director by these Terms of Reference

Code of Conduct means the *Directors' Code of Conduct and Guidance Notes* issued by the Victorian Public Sector Commission²

Department means the Department of Energy, Environment and Climate Action or its successor.

Executive Director means Executive Director – Agriculture Policy and Programs in Agriculture Victoria

Member means a member of the Committee and includes a reference to the ex officio Chairperson and ex officio Deputy Chairperson unless the contrary intention is expressed.

Nominating Body means a body that under these Terms of Reference has nominated a person to be a member of the Committee

PAA means the *Public Administration Act 2004*

Public sector employee has the meaning given in section 4(1) of the PAA.

¹ available at: <http://www.dpc.vic.gov.au/index.php/policies/governance/appointment-and-remuneration-guidelines>

² published at: <http://vpssc.vic.gov.au/resources/directors-code-of-conduct-and-guidance-notes/>

Establishment of Committee

5. The Executive Director establishes the Victorian Wine Strategy Steering Committee as a non-statutory departmental advisory committee from the date of these Terms of Reference.

Functions

6. The functions of the Committee are to provide advice about -
 - (a) overall direction for the strategy
 - (b) technical matters and industry insights
 - (c) coordination with other industry policies, strategies, and initiatives
 - (d) project planning and delivery
 - (e) industry ownership of the strategy.

Accountabilities

7. The Committee is subject to the general direction of the Executive Director in the performance of its functions.³
8. The Committee must provide its recommendations or advice as required by these Terms of Reference to the Executive Director through minutes of the meetings or as determined by the Executive Director.
9. Each member of the Committee is required to comply with these Terms of Reference, and each member's ongoing participation in the Committee is their implied acceptance of these Terms of Reference.
10. Each member of the Committee must at all times act in a manner that is consistent with the public sector values set out in section 7(1) of the *Public Administration Act* 2004. These are: Responsiveness, Integrity, Impartiality, Accountability, Respect, Leadership, and Human Rights,
11. Each member of the Committee is required to act in the best interests of the Committee and to conduct themselves in a manner that is consistent with their standing as an appointed member.
12. The Code of Conduct for Victorian Public Entities applies to the Committee and its members as though a member is a director of a public entity, and the Committee is a public entity and the board of a public entity for the purposes of these provisions.

Timeframe

13. The Committee will operate until 30 June 2025, or for a period as determined by the Executive Director.

Membership

14. The Committee consists of an ex officio Chairperson and an ex officio Deputy Chairperson, and a maximum of 12 other members, appointed by the Executive Director.
15. The Committee is expected to be constituted by:
 - (a) A Chairperson (ex officio)
 - (b) A Deputy Chairperson (ex officio)
 - (c) Two nominees of Wine Victoria
 - (d) Eight members with skills and experience in the wine industry through an expression of interest process
 - (e) A nominee from Global Victoria
 - (f) A nominee from Department of Jobs, Skills, Industry and Regions with tourism sector experience.
16. Members will be appointed by the Executive Director taking into account the need for a balance of skills, the expertise of the person, Victorian Government policies on gender and diversity, sector, and regional representation (**Appendix 1**).

³ Note section 85(1) of the PAA

17. The following ex officio positions will constitute the Chairperson and Deputy Chairperson:
- (a) Director, Agriculture Industry Development
 - (b) Manager - Policy, Agriculture Industry Development

Chairperson

18. The role of the Chairperson includes:
- (a) provision of leadership and oversight of the performance of the Committee's functions and delivery of its accountabilities; and
 - (b) approval of the agenda and minutes of meeting prior to circulation to members and other meeting attendees.

Term of appointment

19. A member is appointed for the term of office specified in his or her Instrument of Appointment.

Remuneration and Expenses

20. Members are not eligible for remuneration.
21. A member of the Committee standing for election must comply with the requirements of section 79(4) of the PAA, as if the member is a director of a public entity, and the Committee is a public body and the board of a public body for the purposes of that section.
22. A Member is entitled to the reimbursement of reasonable travelling and personal expenses directly related to their service on the Committee at the rates, and on the terms, that apply to employees of the Department.
23. To claim for expenses, Members must:
- (a) complete the Department's Commencement Form and other required forms, on appointment; and
 - (b) submit Claim Forms to the Secretariat as required, together with supporting evidence.

Removal from office and resignation

24. The Executive Director, without cause or notice, may remove a member from office at any time and for any reason or for no reason at all.
25. The office of a member becomes vacant if-
- (a) a member resigns in writing addressed to the Executive Director;
 - (b) a member is removed from office;
 - (c) a member dies or in the opinion of the Executive Director, becomes incapable of performing his/her duties;
 - (d) a member becomes a bankrupt or a person disqualified from acting as a director or acting in the management of a company;
 - (e) a nominating body advises the Executive Director and their nominee, in writing, that it wishes to nominate a new person for appointment as a member to represent them;
 - (f) If a member is a representative of a particular organisation or an ex officio appointment, then that member's term should be terminated if they cease to represent the organisation in question – or in the case of an ex officio appointment, cease to hold the relevant office.
26. Upon a vacancy occurring in the office of a member, the vacancy may be filled by the Executive Director in accordance with these Terms of Reference.

Meeting Procedure

27. Meetings of the Committee may be conducted in a manner determined by the Chairperson subject to these Terms of Reference and any direction given by the Executive Director.
28. The quorum of a meeting consists of a majority of members presently appointed to the Committee, including a Chairperson.

29. If the Chairperson is absent, or the office of Chairperson is vacant, the Deputy Chairperson will preside as Chairperson.
30. The Chairperson, or presiding member, must ensure, as far as practicable, that every member has adequate opportunity to participate in discussions.

Minutes

31. The Chairperson must –
- ensure that minutes of each meeting are kept;
 - circulate the minutes for comment by members before being formally adopted at the next meeting; and
 - provide the adopted minutes to Executive Director within 14 days of being adopted.

Conflicts of Interest

32. In these Terms of Reference:
- a '**conflict of interest**' is a conflict between a member's public duty to act in the best interests of the Committee and their private interests. It includes a **conflict of duty**, which is a conflict between a member's public duty to act in the best interests of the Committee and their duty to another organisation (e.g. due to their role as a board member or employee of that organisation).
 - A private interest:
 - may be **direct** or **indirect**; and
 - can be **pecuniary** (financial) or **non-pecuniary** (non-financial), or a mixture of both. A non-pecuniary interest may arise from personal or family relationships or from involvement in sporting, social, or cultural activities, etc.
 - A conflict of interest exists whether it is:
 - real** (i.e. it currently exists);
 - potential** (i.e. it may arise, given the circumstances); or
 - perceived** (i.e. members of the public could reasonably form the view that a conflict exists, or could arise, that may improperly influence the member's performance of his/her duty to the Committee, now or in the future).
33. At the commencement of each meeting, the Chairperson must enquire of all members whether there is any potential for a conflict of interest to arise in respect to any item on the meeting agenda or any matter to be discussed and an interest held by a member.
34. A member who has a conflict of interest in a matter being discussed at a meeting of the Committee must declare the nature of the interest:
- at the commencement of a meeting; or
 - if they become aware of an interest during discussions, as soon as possible after becoming aware of the interest.

A declaration must be made even if the interest is already recorded in the Committee's Register of Interests.

35. A member who has made a declaration of a conflict of interest:
- must leave the room during the agenda item;
 - must not take part in any discussion of the issue with other members, either during or outside of the meeting; and
 - must not vote on the matter to which the declaration relates.

The only exception is if the Committee agrees that it would be in the **public interest** for the member to take part in some or all of the discussion and/or voting on the issue. If the conflict is material it will not usually be in the public interest for the Committee to make an exception. If an exception is made, the minutes must record clear reasons why it is in the public interest to do so and what lesser measures will be put in place to manage the conflict. Careful monitoring must occur to ensure that the lesser measures remain in the public interest.

36. The Chairperson at a meeting at which a declaration of an interest is made must cause the declaration and how the conflict of interest will be managed to be recorded in the minutes of the meeting.

37. The Chairperson must keep a record of declared interests (the Register of Interests). Any member may request and be granted access to this Register of Interests.
38. If a Committee member has breached their conflict of interest obligations in these Terms of Reference, the Chairperson must notify in writing the Executive Director as soon as practicable after becoming aware of such a breach, including whether the breach is material.

Gifts Benefits & Hospitality

39. A member must never make or accept offers of gifts, benefits and hospitality in their role as a committee member unless it is in the public interest to do so.
40. As part of this requirement, members:
- must never solicit gifts for themselves or anyone else;
 - must refuse and report any attempt to bribe them;
 - must refuse prohibited gifts (e.g. money or similar, gifts that raise a conflict of interest, inconsistent with community expectations, bring the Committee into disrepute, etc.); and
 - must declare gift offers to the Executive Director.
41. Members are to obtain prior approval from the Executive Director for offers of hospitality that exceed \$50, before responding to the offer. Hospitality is the friendly reception and entertainment of guests, ranging from light refreshments at a business meeting to restaurant meals and sponsored travel and accommodation.
42. Members must disclose to the Chairperson any offers of gifts, benefits and hospitality that exceed \$50. The Chairperson must keep a register of declared offers, which any member may access.

Dispute Resolution

43. For the purposes of this dispute resolution procedure, a '**dispute**' exists if:
- (a) two or more Committee members have difficulty working together (e.g. due to a conflict of personalities or ideological differences); and
 - (b) the situation is unduly affecting the ability of a member, or the Committee collectively, to perform their duties in an effective and efficient manner.⁴
44. All Committee members will avoid disputes, where possible. If a dispute arises:
- (a) the Committee members in dispute (the **parties**) will, **acting in good faith, make a reasonable, thorough and conscientious effort** to resolve the dispute on an **informal** basis, as soon as possible, and in the public interest (the **best interests of the Committee**); and
 - (b) the Chairperson will actively guide the parties towards resolution of the dispute.
45. It is preferable for disputes to be resolved on an **informal** basis. If a dispute cannot be resolved on an informal basis, then the Chairperson will place the matter on the agenda of the next Committee meeting.
46. At that meeting, if the Committee is satisfied that: (i) a dispute exists which cannot be resolved on an informal basis; and (ii) it is in the public interest to do so, then the Committee will notify the Executive Director in writing of the dispute, the parties and steps taken to resolve the dispute informally.
47. The Executive Director will notify the Chairperson within 21 business days of the options available to resolve the dispute.

⁴ A difference of opinion between Committee members in relation to a proposed decision (e.g. strategic, business, policy, etc.) is not a 'dispute'. It is the normal difference of views that the Committee talks through together in a considered, courteous and constructive manner before voting to make its decision, in accordance with the Committee's meetings and decisions procedures.

Observers

48. A person who is not a member of the Committee, such as a presenter or an observer ('Observer'), may attend all or part of a Committee meeting on the Chairperson's invitation.
49. An Observer may, at the invitation of the Chairperson, make a presentation to the Committee or participate in discussions in a Committee meeting but is not entitled to vote and is required to step out of a meeting on the Chairperson's request.
50. An Observer who is not a public sector employee will be required to sign a Deed of Confidentiality.
51. An Observer must either destroy or return all copies of documents provided to them for the purposes of that meeting at the end of that meeting.

Confidentiality

52. Members of the Committee must not give to any other person, whether directly or indirectly, any information acquired by reason of being a Committee member, except to the extent necessary to exercise the Committee's functions or provide information in accordance with these Terms of Reference.
53. Members of the Committee must not improperly use their position or any information acquired by reason of their position to gain an advantage to themselves or other people or cause detriment to the Committee.
54. The Chairperson may authorise the Committee to release specified information to third parties.
55. On the termination or expiry of a member's appointment, the member must return all documents relating to the Committee to the Chairperson.
56. It is a condition of attendance that all members and attendees read and sign the Deed of Confidentiality (Appendix 2) prior to attendance at a meeting of the Committee.

Privacy

57. The Committee must have processes in place to ensure that its members, in the course of their duties on the Committee, comply with the requirements imposed by or under the *Privacy and Data Protection Act 2014* as if the Committee is a public sector agency for the purposes of that Act.

Freedom of Information

58. Members of the Committee should be aware that all documents of the Committee (such as meeting agendas, board papers, minutes) will be held by the department and will be subject to the *Freedom of Information Act 1982*.

Intellectual Property

59. The rights to Intellectual property created by the members of the Committee in the course of their duties on the committee, including any reports required under these Terms of Reference, is the property of the State of Victoria.
60. In this clause, Intellectual property includes legal rights that protect the results of creative efforts including copyright, proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, confidential information (including trade secrets and know how), registered designs, circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, but does not include moral rights.

Time Commitment

61. The Committee is expected to meet approximately every 6 weeks. The Committee may meet out of session as needed to enable decision making of time-critical issues.

62. The location of meetings will be online, at a location to be advised.

63. Members are expected to attend a minimum of 75% of meetings.

Secretariat support to the Committee

64. Administrative support to the Committee will be provided by the Department.

65. Day to day liaison for the Committee will be through the Agriculture Industry Development branch.

66. Support provided by the Secretariat includes:

- (a) organising meetings;
- (b) taking minutes;
- (c) preparing and distributing agendas for Committee meetings, in consultation with the Chairperson, including any meeting papers; and
- (d) other administrative support.

67. The Secretariat will disseminate information and papers to members in an efficient and effective manner.

68. Reasonable costs of the Committee will be met by the Department.

Entity review, sunset date and amendments

69. The Committee will operate until 30 June 2025, and its continuance will be subject to direction of the Executive Director.

70. The Executive Director may amend these Terms of Reference in writing at any time.

71. The Executive Director may revoke these Terms of Reference in writing at any time and upon revocation of these Terms of Reference the Committee ceases to exist.

Dated

Sarah-Jane McCormack

Executive Director, Agriculture Policy and Programs

Appendix 1: Selection Criteria for Members

Industry representative members

Selection of members in respect of Clause 15(d) of this Terms of Reference will be based on an **expression of interest** to participate on the Committee.

Members will be selected by the Executive Director, taking into account the expertise of the person, Victorian Government policies on gender and diversity, diversity of skills, geography, industry sector, and business size and that the membership of the Committee will adequately balance the criteria described below.

Prospective members must address one or more of the following criteria:

- a) Ability to represent the views of key industry stakeholders in an effective, credible and authoritative manner
- b) Expertise and experience in relevant areas including grape growing, wine making, research, trading, marketing, packaging, sustainability, tourism, hospitality and retail
- c) Skills and personal attributes required for effective analytical, review and committee performance.

There will also be due consideration of the skills and knowledge needed by members to fulfil the duties of the Committee required by the Terms of Reference.

Members are eligible to be considered for reappointment, subject to the Executive Director's determination.

The Guidelines provide that in circumstances where it is more appropriate to reappoint a member without an open and competitive selection process, a performance review of the member must be undertaken by the Chairperson.

Appendix 2: Deed of Confidentiality

DEED OF CONFIDENTIALITY

This Deed is made on the _____ day of _____ 20__.

BY _____ of _____ (the Recipient)

being a member or attendee (non-member) of the Victorian Wine Strategy Steering Committee

IN FAVOUR OF THE STATE OF VICTORIA through the DEPARTMENT OF ENERGY, ENVIRONMENT AND CLIMATE ACTION of 1 Spring Street, Melbourne, 3000 (VICTORIA)

Introduction

- A. The Recipient is appointed as a member, or is an attendee (non-member) to the Victorian Wine Strategy Steering Committee
- B. The Information to which the Recipient will have access to as a member or attendee (non-member) of the Victorian Wine Strategy Steering Committee is confidential.
- C. The State will allow the Recipient access to this Information provided that confidentiality can be maintained and the Recipient has entered into this Deed in order to acknowledge the conditions under which access to the Information will be granted.

It is Agreed:

1. In this Deed –

Committee means the **Victorian Wine Strategy Steering Committee**

Department means the Department of Energy, Environment and Climate Action

Information means all information disclosed (whether orally, in writing or in any other form) by the Department to the Recipient including but not limited to deliberations of the Committee, correspondence between the Ministers, the Department, and the Committee, and the Department papers supplying information; and includes:

- (i) all copies, notes and records; and
- (ii) all related information:

generated by the Recipient based on or arising out of any such disclosure.

Terms of Reference means the *Victorian Wine Strategy Steering Committee Terms of Reference*.

2. The Recipient agrees to treat as confidential all Information which is disclosed to him/her in the course of carrying out duties as a member or as attendee (non-member) on the Committee.
3. The Recipient agrees to only use the Information for the purposes of carrying out duties or tasks of the Committee and as required in minutes of meetings, work programs or correspondence from the Chairperson and will not make any disclosure of Information to his/her representatives, community associates or stakeholders (a Third Party Recipient), without the prior consent of the Chairperson, which consent may be subject to such terms and conditions, including, without limitation, a condition that the Third Party Recipient executes a Deed of Confidentiality on terms substantially identical to this deed, prior to and as a condition of, receiving any Information.
4. The Recipient agrees not to copy or reproduce the Information (in whole or part) without the prior written consent of the Chairperson. The recipient agrees to mark any copies made as 'Confidential' and will take all necessary precautions to prevent unauthorised access to or copying of the Information by any other person.
5. The Recipient agrees to immediately notify the Department on becoming aware of any unauthorised disclosure, copying or use of the Information in any form and will on request by the Department return

to the Department or destroy or permanently erase (at the Department's option) any or all copies or forms of the Information (in which case any right to use, copy and disclose that information ceases).

6. The Recipient agrees to not distribute any Information to any other third party unless with the express written consent of the Chairperson.
7. This Deed does not extend to information that (whether before or after the date of this Deed:
 - (a) is rightfully known by, or in the possession or control of, the Recipient and not subject to an obligation of confidentiality on the Recipient; or
 - (b) is public knowledge (otherwise than as a result of a breach of this Deed); or
 - (c) the Recipient is required by law to disclose or retain, but only to the extent of any such disclosure or retention.
8. The burden of showing that any Information is not subject to the terms and conditions of this Deed will reside with the Recipient.
9. Ownership of all intellectual property, which subsists in the Information, remains vested solely in State. The Recipient agrees that he/she has no title, rights or interests to the Information, in any way whatsoever.
10. The Recipient's obligations under this Deed will continue to have effect event after completion or cessation of the Recipient's appointment or as a member of the Committee or attendance to the Committee (as the case may be) and until such time as each part of the Information lawfully becomes part of the public domain.
11. The Recipient acknowledges that the Department on behalf of the State of Victoria is entitled (in addition to any entitlement to damages) to an injunction or other equitable relief for any actual or threatened breach of this Deed and without the need for the Department to prove any special damage.
12. Upon request by the Department, the Recipient agrees to deliver to the Department, delete, or destroy all documents or parts of documents, in the possession or control of the Recipient containing confidential information.
13. Any purported variation of a provision of this Deed shall be ineffective unless in writing and executed by the parties.
14. This Deed is governed by the Law of Victoria.

EXECUTED as a Deed on the date set out at the commencement of this Deed

SIGNED SEALED and DELIVERED)
)
 By _____)
 (Print name) (Signature)

In the presence of:
 _____)
 (Print name) (Witness signature)