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27 NOV 2017

TOWN OF VICTORIA PARK

MEMORANDUM OF UNDERSTANDING

between

CURTIN UNIVERSITY OF TECHNOLOGY

and

TOWN OF VICTORIA PARK

and

CITY OF SOUTH PERTH

and

CITY OF CANNING



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CRICOS Provider Code 00301J

MEMORANDUM OF UNDERSTANDING

PARTIES TO THE MEMORANDUM OF UNDERSTANDING:

CURTIN UNIVERSITY OF TECHNOLOGY, [ABN 99 143 842 569] a body corporate established under the *Curtin University of Technology Act 1966*, of Kent Street, Bentley, Western Australia 6102 ("**Curtin**")

and

TOWN OF VICTORIA PARK, [ABN 77 284 859 739] of 99 Shepperton Road, Victoria Park, Western Australia 6100 ("**Victoria Park**")

and

CITY OF SOUTH PERTH, [ABN 65 533 518 403] of Civic Centre, Corner Sandgate Street & South Terrace, South Perth, Western Australia 6151 ("**South Perth**")

and

CITY OF CANNING, [ABN 80 227 965 466] of 1317 Albany Highway, Cannington, Western Australia 6107 ("**Canning2**")

1. BACKGROUND

- 1.1 The Parties wish to enter into this Memorandum of Understanding (MoU) for the purposes of exploring objectives for possible collaboration opportunities.
- 1.2 This MoU sets out the framework for the establishment of a co-operative relationship between the parties.

2. COLLABORATION AND OBJECTIVES

- 2.1 The Parties strategic objective is to collaborate in multiple areas to enhance the brand, objectives and outcomes of each organisation as leading innovators in their respective industries, and also to create the south eastern corridor as an appealing edu-tourism destination for local community and industry, as well as international visitors and investment.
- 2.2 The Parties will discuss and explore opportunities and proposals to cooperate and collaborate in one or more of the following areas:
 - a) Agree a strategic approach for collectively lobbying government;
 - b) Agree an effective forum and executive stakeholders for identifying the strategic priorities of each organisation on an annual basis;
 - c) Share information in relation to areas of expertise and possible collaboration and engagement with industry;

- d) Develop strategies to improve community participation and access to tertiary education;
- e) Work together to develop events and community activities that benefit local business and rate payers as well as Curtin students and staff;
- f) Identify student placement and/or employment programmes with respective councils, including work integrated learning placements, 'Earn While You Learn', and Curtin Volunteers initiatives;
- g) Develop strategies and process for continually identifying joint research and development projects including opportunities to use Curtin as a Living Laboratory;
- h) Develop strategies and implementation plans to improve community understanding and participation in the recreational and social opportunities offered by the University;
- i) Develop sustainability strategies and projects that deliver operational efficiencies in areas such as waste management and biodiversity protection.
- j) Leverage the SERRAG (South East Region Recreation Advisory Group) meeting to develop a regional strategy that positions the region as being a leader in offering formal and informal recreation and wellness opportunities for the benefit of the region and Perth more broadly
- k) Share facilities and resources where appropriate;

3. AGREEMENT NOT BINDING

- 3.1 Except for clause 9 (Confidentiality), this MoU is being signed by the Parties to evidence their in principle non-binding intentions. This MoU outlines the framework of a working relationship between the parties. The Parties acknowledge that no legally binding obligations are intended to arise between them as a result of the signing of this document. Binding obligations are only intended to arise upon signing by the Parties of a formal written agreement in accordance with Clause 6.
- 3.2 Any action taken by any party in anticipation of approvals will be at the sole risk of that Party.
- 3.3 No partnership or joint venture is created by this MoU, and neither party can commit the other financially or otherwise to third parties.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 Each Party will:
 - a) Attend the Local Area Steering Committee twice a year with attendees including Mayors, Chief Executive Officers, the Vice Chancellor of Curtin University, the Chief Operating Officer of Curtin University and the Senior Executive Sponsor from each organisation (if different to the above) to review strategic priorities, and in particular discuss and agree government relationship management.

- b) Identify their key Senior Executive Sponsor who will meet twice a year to discuss the relationship and progress made on the achievement of strategic objectives as reported by the PSG;
- c) The key Senior Executives will establish identify resources to work together as a Partnership Steering Group (PSG). The PSG key accountability will be to:
 - i) Document their terms of reference, acknowledging that the key purpose of the PSG is to identify and prioritise the opportunities for collaboration between the organisations, ensuring that the collaborations relate to achievement of the strategic objectives;
 - ii) Establish working groups and/or forums to develop and deliver implementation plans for the achievement of specific strategic objective; and
 - iii) Measure and evaluate progress and priorities, and report back to the Senior Executive Sponsor.

5. INTELLECTUAL PROPERTY

This MoU does not transfer any interest in Intellectual Property. All issues relevant to the ownership of Intellectual Property, including Background Intellectual Property and Project Intellectual Property will be determined in the respective written agreement covering the specific collaboration program that the parties have decided to proceed with and subject to clause 6.

6. FURTHER AGREEMENTS FOR ACTIVITIES AND PROJECTS

Each collaborative activity or project to be initiated under this MoU will be subject to a further agreement between the parties. Such agreements will set out the obligations of the parties, including but not limited to funding, responsibilities, intellectual property ownership and protection, confidentiality, risk allocation and indemnity obligations to be undertaken by each Party in relation to that activity.

7. STRATEGIC FRAMEWORK

7.1 Within three months of the signing of this MoU, or at such later time as agreed between the parties, the parties must agree on a strategy for its management and oversight of the objectives. The agreed strategy will include the following processes:

- a) Communication strategy and process for regular communication between representatives of the parties in relation to this MoU;
- b) an equitable decision-making process;
- c) procedures for reviewing and reporting the progress of collaborative activities and projects initiated under this MoU; and
- d) procedures for identifying and prioritising new opportunities for collaboration.

7.2 The parties agree that the strategy will fulfil the obligations of Curtin's code of conduct and values.

8. TERM AND TERMINATION

- 8.1 The term of this MoU will commence on the date of execution and will for a term of 3 years.
- 8.2 A Party may terminate this MoU at any time during the term by the provision of three (3) months written notice of termination to the other Party.
- 8.3 The termination of this MoU will not affect any activity or project that is the subject of a further agreement between the parties unless the relevant agreement provides otherwise.

9. CONFIDENTIALITY

- 9.1 Each Party is to treat all confidential information owned by the other Party, including all information or material disclosed in relation to this MoU as confidential, and shall not disclose or permit the same to be disclosed to a third party without the written authorisation of the disclosing party.
- 9.2 This provision shall survive the termination or expiration of this MoU.

10. USE OF NAME AND LOGO

Neither party shall use the name or logo, or any variation thereof, of the other party without first obtaining its written consent and subject to any directives which may apply to that written consent including compliance with a party's brand policies and style guidelines.

11. VARIATION

A provision of this MoU may not be varied or modified except by a separate written instrument which is signed by a duly authorised signatory of each Party.

12. GOVERNING LAW

This MoU is governed by the laws of Western Australia.

Signed for and on behalf of CURTIN UNIVERSITY OF TECHNOLOGY by:

[Signature]
Signature

Dobroah Terry
Name (please print)

Vice-chancellor
Title (please print)

Date 5/10/17

In the Presence of:

Signature of Witness

Name of Witness (please print)

Signed for and on behalf of TOWN OF VICTORIA PARK by:

[Signature]
Signature

ANTHONY VUETA
Name (please print)

CEO
Title (please print)

Date 5/10/17

In the Presence of:

T. Vaughan
Signature of Witness

TREVOR VAUGHAN
Name of Witness (please print)

Signed for and on behalf of CITY OF SOUTH PERTH by:

[Signature]
Signature

GEOFF GLASS
Name (please print)

CEO
Title (please print)

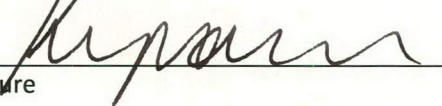
Date 5/10/17

In the Presence of:

Bridget Halbert
Signature of Witness

Bridget Halbert
Name of Witness (please print)

Signed for and on behalf of CANNING by:

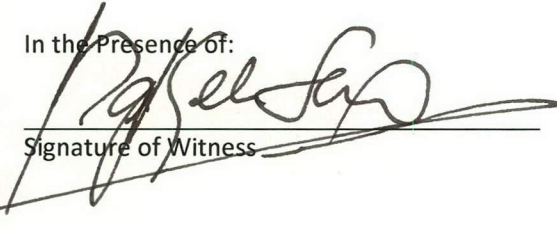

Signature

ATHANASIOS KYRON
Name (please print)

CHIEF EXECUTIVE OFFICER
Title (please print)

Date 5 / 10 / 2017

In the Presence of:


Signature of Witness

K L PAUL NG
Name of Witness (please print)