Memorandum of Understanding
for Regional Cooperation
## Schedule 1 - Memorandum of Understanding Details

<table>
<thead>
<tr>
<th>Item 1</th>
<th>Parties</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Charles Sturt University (ABN 83 878 708 551) of The Grange, Panorama Avenue, Bathurst, NSW 2795 (CSU) and Dubbo City Council (ABN 77 296 185 278) of Civic Administration Building, Church Street, Dubbo, NSW 2830 (DCC)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item 2</th>
<th>Areas of Possible Future Cooperation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1. The promotion of CSU and DCC wherever possible;</td>
</tr>
<tr>
<td></td>
<td>2. The fostering of awareness of each party’s strategic direction and to:</td>
</tr>
<tr>
<td></td>
<td>a) Work cooperatively to give effect to the strategies where they are complementary; and</td>
</tr>
<tr>
<td></td>
<td>b) Ensure the intent of the strategies is disseminated through both organisations.</td>
</tr>
<tr>
<td></td>
<td>3. Ensuring the sustainable economic, environmental and social development of the Dubbo Council Local Government Area (LGA) and the broader region leading to an enhancement of the lifestyle of its people. Without limiting the foregoing, the parties seek to cooperate in:</td>
</tr>
<tr>
<td></td>
<td>a) Fostering cultural development;</td>
</tr>
<tr>
<td></td>
<td>b) Fostering economic growth and research opportunities;</td>
</tr>
<tr>
<td></td>
<td>c) Sharing of data on regional issues where appropriate</td>
</tr>
<tr>
<td></td>
<td>d) The monitoring of the environment of the region;</td>
</tr>
<tr>
<td></td>
<td>e) Promoting the use of technologies within the region, in particular IT and telecommunications; and</td>
</tr>
<tr>
<td></td>
<td>f) Continuing to explore innovative collaborative arrangements.</td>
</tr>
<tr>
<td></td>
<td>4. Enhancing the integration of CSU within the City of Dubbo to ensure that the community, business, government and Indigenous agencies maximise the opportunities for mutually beneficial engagement. Without limiting the forgoing, CSU and DCC seek to:</td>
</tr>
<tr>
<td></td>
<td>a) Explore opportunities for shared use of CSU and community facilities;</td>
</tr>
<tr>
<td></td>
<td>b) Promote Dubbo as a University City;</td>
</tr>
</tbody>
</table>
c) Collaborate, where appropriate, in addressing issues of relevance to CSU and DCC;
d) Plan a program of scholarships, traineeships and work placements; and
e) Support specialist staff working on joint organisational projects.

5. The establishment of a Working Party comprising two (2) senior representatives from each organisation to consider and to make recommendations for the implementation of identified opportunities. The representatives on the Working Party shall be determined by each organisation.

The Working Party shall:

a) Report to the Mayor and the Vice-Chancellor;
b) Meet not less than six monthly;
c) Develop internal methods of communication to disseminate the objectives of this Memorandum;
d) Foster and encourage project-based collaboration between the two organisations; and
e) Actively promote the partnerships and its benefits to the general public and business community.

<table>
<thead>
<tr>
<th>Item 3</th>
<th>Commencement Date</th>
<th>18 March, 2013</th>
</tr>
</thead>
</table>
| Item 4 | CSU Coordinating Officer | Name: Beverley Moriarty  
Position: Head of Campus, Dubbo  
Division: Head of Campus  
Organisation: Charles Sturt University  
Address: 8 Tony McGrane Place  
Dubbo NSW 2830  
Telephone: +61 2 6885 7338  
Email: bmoriarty@csu.edu.au |
| Item 5 | DCC Coordinating Officer | Name: David Dwyer  
Position: Director Community Services  
Organisation: Community Services  
Address: PO Box 81  
Dubbo NSW 2830  
Telephone: +61 2 6801 4400  
Email: david.dwyer@dubbo.nsw.gov.au |

This Memorandum is made up of this Schedule and the Agreed Principles.
Executed as a Memorandum

The signatories hereby personally warrant that they have express and sufficient legal authority to execute this Memorandum (which includes the attached Agreed Principles) on behalf of the party for whom they have signed:

SIGNED for **CHARLES STURT UNIVERSITY**

in the presence of

____________________________________

Signature

____________________________________

Signature of witness

____________________________________

Name

Position:

____________________________________

Name of witness (print)

____________________________________

Date signed

____________________________________

Date signed

SIGNED for **DUBBO CITY COUNCIL**

in the presence of

____________________________________

Signature

____________________________________

Signature of witness

____________________________________

Name

Position:

____________________________________

Name of witness (print)

____________________________________

Date signed

____________________________________

Date signed
Agreed Principles – Memorandum of Understanding

Background
A. The parties wish to enter into this Memorandum of Understanding to explore opportunities for cooperation and collaboration in areas of common interest.
B. It is the intention of the parties that this memorandum provides a framework for the creation of a separate formal agreement or agreements in the future between the parties in the areas of or cooperation identified by the parties as being of mutual interest.

Agreed Principles

1 Term and termination
1.1 This Memorandum commences on the date specified in Item 3 of Schedule 1.
1.2 Either party may terminate this Memorandum at any time and for any reason with immediate effect by giving written notice to the other party.
1.3 The termination of the Memorandum will not affect any rights or obligations under any formal agreement entered between the parties pursuant to this Memorandum or otherwise. Those agreements remain in effect according to their respective terms.

2 Principles of Cooperation
2.1 The parties wish to facilitate cooperation in the areas set out in Item 2 of Schedule 1.
2.2 Both parties:
   (a) make a commitment to open discussion, positive negotiation and a problem-solving approach to all matters related to fulfilling the purpose of this Memorandum;
   (b) will explore regular opportunities for dialogue and the establishment of formal mechanisms and processes for communication and input;
   (c) recognise and respect the diverse strengths and contributions each brings to the relationship;
   (d) will have equal status in decision making on all matters related to fulfilling the purpose of this Memorandum; and
   (e) commit to informing the other of any new information and developments which could impact on the fulfilling of the purpose of this Memorandum.

3 Memorandum will not prevent cooperation with other parties
The parties agree that this Memorandum will not prevent either party from undertaking any activities or cooperating with third parties or acting independently of the other.

4 Facilitation of Cooperation
4.1 In order to carry out and fulfil the aims of this Memorandum CSU and DCC will each appoint a Coordinating Officer, as set out in Item 4 and Item 5 of Schedule 1, who will negotiate and manage the development of any collaborative activities.
4.2 Either party may initiate proposals for collaborative activities under or in accordance with this Memorandum at any time.
4.3 The parties expressly agree that the terms of any agreement for collaboration in relation to specific collaborative activities will be documented in a separate and formal agreement executed by the parties in accordance with the policies and procedures of the respective parties.
4.4 The Coordinating Officers will be responsible for the evaluation of any future collaboration under or in accordance with this Memorandum.

5 Memorandum not legally binding
This Memorandum is not intended to be legally binding on either party and does not:
(a) give rise to any contractual relationship between the parties; or
(b) create any legal obligations on either party (with the exception of the obligations of confidentiality set out in clause 9), including any obligation to enter into any separate written agreements.

6 Termination of prior memoranda of understanding
This Memorandum terminates and supersedes any prior arrangements or memorandum relating to cooperation between the parties. However, any formal agreements already in existence between the parties remain in effect according to their respective terms.

7 Relationship of the parties
7.1 The parties agree that this Memorandum is not intended to, nor shall, create a partnership, joint venture or agency relationship between the parties.

8 Costs
8.1 Nothing in this Memorandum shall oblige a party to incur any cost or expense, or undertake any work or take any action except as may be provided in a formal agreement executed by the parties either in connection with an activity contemplated by this Memorandum or otherwise.
8.2 The parties expressly agree that where a party incurs a cost or expense arising from or in connection with this Memorandum, that party must pay, and is liable for, its own costs and expenses.
8.3 No party will be entitled to, nor will claim, any compensation for loss of prospective profits which arise directly or indirectly as a consequence of entering this Memorandum, and whether resulting from termination of the Memorandum or otherwise.

9 Confidentiality
9.1 For the purposes of this Memorandum, “Confidential Information” means information that:
(a) is by its nature confidential;
(b) is designated by a party as confidential; or
(c) the parties know or ought to know is confidential and includes without limitation the terms of this Memorandum and all information about the parties, their employees, agents, policies and operations which is made available or which becomes known during the term of this Memorandum or as a result of executing this Memorandum, but does not include information which is or becomes public knowledge other than by breach of this Memorandum or has been independently developed or acquired by either party.
9.2 The parties may exchange Confidential Information relevant to the purpose of this Memorandum.
9.3 Each party undertakes to treat as confidential all Confidential Information obtained from the other party and undertakes not to divulge any Confidential Information to any person without first obtaining the consent of the other party in writing.
9.4 Each party will take such reasonable steps to provide for the safe custody of any and all Confidential Information in its possession and to prevent any unauthorised access or use.
9.5 At any time upon the written request of a party, the other party must return any documents which embody Confidential Information and must not keep any copies in any form.

10 Public announcements
10.1 The parties agree to consult with each other before making any public announcements regarding this Memorandum or any collaboration contemplated by it, provided that either party may issue a brief statement which is substantively consistent with the following statement, without the need for prior consent:

“Charles Sturt University and Dubbo City Council have entered into a Memorandum of Understanding dated 18 March 2013 with a view to exploring opportunities to establish and promote collaborative activities that will enhance their mutual goals. Both organisations recognise and respect the diverse strengths and contributions that they each bring to the relationship, and look forward to exploring, developing and evaluating proposals and initiatives to the benefit of each organisation and the communities they serve.”

10.2 Each party must obtain written consent from the other party before it uses the other party's name or any derivative thereof, or any trademark or logo of the other party.