Memorandum of Understanding
Schedule 1 - Memorandum of Understanding Details
This Memorandum is made up of this Schedule and the Agreed Terms.

<table>
<thead>
<tr>
<th>Item 1</th>
<th>Parties</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Charles Sturt University</strong> (ABN 83 878 708 551) being a university incorporated in New South Wales under the <strong>Charles Sturt University Act</strong> 1989 and having its registered office at The Grange, Panorama Avenue, Bathurst, NSW 2795 (CSU)</td>
</tr>
</tbody>
</table>

and

**Port Macquarie-Hastings Council** (ABN 11 236 901 601) of the corner of Lord and Burravan Streets, Port Macquarie NSW, 2444 Australia (PMHC)

<table>
<thead>
<tr>
<th>Item 2</th>
<th>Commencement Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1 December 2012</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item 3</th>
<th>Expiry Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>30 November 2014</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item 4</th>
<th>CSU Coordinating Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Heather MA Cavanagh</td>
</tr>
<tr>
<td>Position</td>
<td>Acting Executive Dean</td>
</tr>
<tr>
<td>Division</td>
<td>Faculty of Science</td>
</tr>
<tr>
<td>Organisation</td>
<td>Charles Sturt University</td>
</tr>
<tr>
<td>Address</td>
<td>James Hagan Court, Boorooma Street, Wagga Wagga, NSW 2678</td>
</tr>
<tr>
<td>Telephone</td>
<td>02 6933 2510</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:hccavanagh@csu.edu.au">hccavanagh@csu.edu.au</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item 5</th>
<th>PMHC Coordinating Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Craig Swift-McNair</td>
</tr>
<tr>
<td>Position</td>
<td>Director, Corporate &amp; Business Services</td>
</tr>
<tr>
<td>Division</td>
<td>Corporate &amp; Business Services</td>
</tr>
<tr>
<td>Organisation</td>
<td>Port Macquarie-Hastings Council</td>
</tr>
<tr>
<td>Address</td>
<td>PO Box 84, Port Macquarie, NSW 2444</td>
</tr>
<tr>
<td>Telephone</td>
<td>02 6581 8111</td>
</tr>
<tr>
<td>Facsimile</td>
<td>02 6581 8123</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:craig.swift-mcnair@pmhc.nsw.gov.au">craig.swift-mcnair@pmhc.nsw.gov.au</a></td>
</tr>
</tbody>
</table>
Execution.

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

SIGNED for CHARLES STURT UNIVERSITY in the presence of [mask] [mask]

Signature

Signature of witness

Paul Dow [mask]

Name of witness (print)

29.11.12

Date signed

29/11/12

Date signed

SIGNED for PORT MACQUARIE-HASTINGS COUNCIL in the presence of [mask] [mask]

Signature

Signature of witness

Linda Koch [mask]

Name of witness (print)

10/12/12

Date signed

10/12/12

Date signed

Memorandum of Understanding 29 November 2012
Agreed Terms – Memorandum of Understanding

1  Principles of Cooperation
   (a) The parties wish to facilitate cooperation in one or more of the following areas:
      (i) promotion of the Port Macquarie-Hastings region as a centre of excellence in research and training including development of the Food, Soil & Water Research Centre;
      (ii) utilise the PMHC Food, Soil & Water Research Centre for laboratory teaching within higher education programs;
      (iii) development of collaborative research projects and programs, in collaboration with staff and other users as appropriate, that utilise the PMHC Food, Soil & Water Research Centre for research and research training purposes, particularly in relation to the benefit of the local community;
      (iv) collaboration in development of higher education teaching facilities;
      (v) organisation of joint academic and scientific activities, such as courses, conferences, seminars, symposia or lectures;
      (vi) the development of staff continuing professional development programs; and
      (vii) such other areas of cooperation as may be agreed between the parties.
   (b) Cooperative activities under this Memorandum may include any of the academic disciplines of the Faculty of Science at CSU.
   (c) The parties agree that any funding application for the construction of the Food, Soil & Water Research Centre, will be a joint application and CSU will be the lead agency for the purpose of that application.

2  Formalising agreements
   (a) The parties intend that the details of any agreed specific 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.
   (b) This Memorandum does not give rise to any contractual relationship between the parties, or create any legal obligations on either party, including any obligation to enter into a formal and separate agreement at any time.

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

4  Facilitation of cooperation
   (a) In order to carry out and fulfil the aims of this Memorandum, CSU and PMHC will each appoint a Coordinator, as set out in Items 4 and 5 of Schedule 1 to this Memorandum, who will negotiate and manage the development of any cooperative activities.
(b) Either party may replace their Coordinator at any time and will notify the other party of the new contact details.

(c) Either party may initiate proposals for activities under this Memorandum at any time.

(d) The specific details of any activity will be documented in a separate agreement or agreements and will be executed in accordance with the policies and procedures of each party in place from time to time.

5 Prior memoranda of understanding
This Memorandum is in addition to any prior arrangements or memorandum relating to cooperation between the parties. Any formal agreements already in existence between the parties remain in effect according to their respective terms.

6 Term and termination
(a) This Memorandum commences on the Commencement Date specified in Item 2 of Schedule 1 to this Memorandum and ends on the Expiry Date in Item 3 of Schedule 1, unless terminated earlier.

(b) Either party may terminate this Memorandum at any time and for any reason with immediate effect by giving written notice to the other party.

(c) 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.

7 Notice
All communications and notices under this Memorandum are to be sent to the Coordinating Officer for the addressee.

8 Relationship of Parties
Nothing in this Memorandum will be interpreted to create or imply any relationship between the parties and in particular the parties expressly agree that this Memorandum is not intended to, nor shall, create a partnership, joint venture, agency or contract relationship between the parties.

9 Costs
(a) 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 any formal agreement executed by the parties either in connection with an activity contemplated by this Memorandum or otherwise.

(b) Unless the parties agree in writing otherwise, each party is liable for its own costs and expenses in relation to anything arising from this Memorandum.

10 Publicity and Media
The parties agree that all public and media statements regarding this Memorandum including the Principles of Cooperation will be made jointly.
Neither party may make any public or media statement regarding this Memorandum, or use the logo of the other party without that party’s prior written approval.

11 Extension and Variation
The provisions of this Memorandum (including, without limitation, the term and Expiry Date), may be varied by written agreement of the parties.