MEMORANDUM OF UNDERSTANDING

CHARLES STURT UNIVERSITY
KALPARRIN INC.

Memorandum of Understanding – Academic Cooperation
### Schedule - Memorandum of Understanding Details

This Memorandum comprises this Schedule and the Agreed Principles.

| Item 1 | Parties | CHARLES STURT UNIVERSITY (ABN 83 878 708 551) being a university incorporated in New South Wales under the *Charles Sturt University Act* 1989 and having its registered office at The Grange, Panorama Avenue, Bathurst, NSW 2795 (CSU)
|        |         | And
|        |         | KALPARRIN INC. (ABN 73 055 814 385) of 680 Kiewa Street, Albury, NSW 2640 (“Kalparrin”) |
| Item 2 | Commencement Date | 1 May 2010 |
| Item 3 | CSU Coordinating Officer | Name: Professor Allan Curtis
|        |         | Position: Head of Campus, CSU Albury/Wodonga Campus
|        |         | Address: P.O. Box 789, Albury, NSW 2640
|        |         | Telephone: 02 6051 9730
|        |         | Facsimile: 02 6051 9719
|        |         | Email: acurtis@csu.edu.au |
| Item 4 | Kalparrin Coordinating Officer | Name: Mr. Brian Hillas
|        |         | Position: Chief Executive Officer
|        |         | Address: P.O. Box 347, Albury NSW 2640
|        |         | Telephone: 02 6041 3432
|        |         | Facsimile: 02 6041 1531
|        |         | Email: brian.hillas@kalparrin.net.au |
The signatories hereby personally warrant that they have express and sufficient legal authority to execute this Memorandum Of Understanding on behalf of the party on whose behalf they have signed.

SIGNED for CHARLES STURT UNIVERSITY in the presence of

) Signature

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Signature of witness

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Name (print)

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Name of witness (print)

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Position (print)

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Date signed

SIGNED for KALPARRIN INCORPORATED.

) Signature

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Signature of witness

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Name (print)

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Name of witness (print)

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Position (print)

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Date signed
Agreed Principles – Memorandum of Understanding

1 Collaboration

The parties wish to facilitate cooperation in one or more of the following areas:

(a) The construction and subsequent operation by Kalparrin of a building with associated services and amenities in or near the north western corner of the CSU campus at Thurgoona to provide Support Services for adults with disability from the Albury region and surrounding districts.

(b) The placement of CSU undergraduate allied health students with Kalparrin for clinical practicum training at the proposed Kalparrin facility at Thurgoona and at Kalparrin’s other facilities in the Albury area.

(c) The sharing of facilities and resources.

(d) The development of interactive garden precincts around CSU allied health specialist teaching spaces.

(e) The involvement of Kalparrin clients in maintenance of the Kalparrin facility at Thurgoona and other CSU facilities as appropriate to the clients’ needs and abilities.

(f) The development of projects involving CSU staff and students and Kalparrin staff, clients and families in the areas of community capacity building and individual life planning.

(g) The development of inter-professional and trans-disciplinary projects for CSU allied health students.

(h) Research in the field of community support and services for adults with disability.

(i) Assistance from CSU to Kalparrin with the development of appropriate recreation and leisure activities, independent living and personal skills development, pre-vocational training and advanced education programs to meet the needs, interests and desires of Kalparrin’s clients.

(j) The organisation of joint activities including courses, conferences, seminars and lectures.

(k) The organisation of staff development programs.

(l) The exchange of publications and materials of common interest.

(m) Programs to improve awareness of developments in adult disability services.

(n) Such other areas of cooperation as may be agreed between the parties.

2 Formalising agreements

(a) The parties intend that any agreement for cooperation in relation to 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 Kalparrin will each appoint a Coordinator, as set out in Item 3 of Schedule 1 to this Memorandum, who will negotiate and manage the development of any cooperative activities according to the practices of the respective party.

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

5 Term and termination

(a) This Memorandum commences on the date specified in Item 2 of Schedule 1 to this Memorandum and ends five (5) years from that date.

(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 will remain in effect according to their respective terms.

6 Notice

(a) the address for Notices of the parties are set out in Item 3 and 4 of Schedule – Memorandum of Understanding Details.

(b) Any notice, demand, consent or other communication given or made under this document must be:

(i) clearly readable;

(ii) signed by the party giving or making it (or signed on behalf of that party by its authorised representative); and

(iii) left at the address or sent by pre-paid security post to the address or to the email address or fax number of the recipient.

(c) Any communication will be taken to be received by the recipient:

(i) in the case of a letter, on the third business day after the date of posting;

(ii) in the case of an email or a facsimile, on production of a transmission report by the machine from which the email or facsimile was sent which indicates that the email or facsimile communication was sent in its entirety to the email address or fax number of the recipient.

7 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 or agency relationship between the parties.
8 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 expressly provided in clause 9 or 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) Each party is liable for its own costs and expenses in relation to anything arising from this
Memorandum.

9. Thurgoona Building Proposal
In respect of the proposed cooperation referred to in clause 1(a) of this Memorandum of Understanding for
construction of a building by and for Kalparrin on the CSU campus at Thurgoona, the parties will proceed as
follows:

Step One
Kalparrin will prepare the first draft of a Vision Statement containing detail of what it proposes the building will
comprise and achieve, in terms of –
(a) Location and size of the Kalparrin precinct at Thurgoona.
(b) Size, nature and location of the building or buildings within that precinct.
(c) Landscaping, parking and fencing
(d) Services to be provided to the precinct and buildings (road access, water, sewerage, gas and electricity)
(e) Amenities and equipment to be contained within buildings and within the precinct.
(f) The activities to be undertaken in the precinct.
(g) The numbers of Kalparrin staff and clients intended to use the precinct.
(h) The nature and length of the tenure by Kalparrin of the precinct
(i) The proposed areas of cooperation between CSU and Kalparrin, including their nature and extent, with
particular reference to the areas of cooperation referred to in clause 1 of this Memorandum of
Understanding.

Step Two.
That Vision Statement having been prepared, representatives of Kalparrin and CSU will meet to discuss the
response of CSU to the Vision Statement and any changes to the Vision Statement suggested by CSU with a
view to agreeing a final version of the Vision Statement acceptable to both Kalparrin and CSU.

Step Three
The Vision Statement having been agreed, Kalparrin and CSU will appoint an external property consultant to
prepare for a pre-agreed fee a Feasibility Study for the proposed facility to assess the technical and financial
viability of the proposal in terms of zoning and related Council and land use requirements, the cost including
construction, services, amenities and equipment, and the meeting of CSU environmental standards for the
Thurgoona campus. The cost of the Feasibility study will be paid half each by Kalparrin and CSU.
**Step Four**

The Feasibility Study having been obtained, Kalparrin will then prepare a Financial Plan outlining how it will fund the construction of the building and its associated services and amenities and how it will fund the subsequent operation of the facility.

**Step Five**

CSU and Kalparrin will then meet to review the Vision Statement, Feasibility Study and Financial Plan and if it is decided in principle by the representatives of CSU and Kalparrin that the project is capable of being achieved, each of CSU and Kalparrin will thereafter seek their own respective internal approvals and authorisations to proceed with the project.

**Step Six**

Subject to each of CSU and Kalparrin obtaining their respective approvals and authorisations to proceed with the project, a formal Agreement will be negotiated to contain the detail whereby the project will be achieved. No binding legal commitment will arise on either party under this Memorandum of Understanding or during the undertaking of the steps referred to in this clause with respect to the project unless and until such separate formal Agreement has been negotiated and signed by the parties.