CHARLES STURT UNIVERSITY
ASTRONOMICAL SOCIETY OF ALBURY – WODONGA INC.

MEMORANDUM OF UNDERSTANDING
# Schedule - Memorandum of Understanding Details

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

<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) 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)</td>
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<td></td>
<td>And</td>
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<td></td>
<td>ASTRONOMICAL SOCIETY OF ALBURY- WODONGA INC. (ABN 26 910 383 852) of P.O.Box 1500, Lavington, NSW 2795 (“ASAW”)</td>
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<table>
<thead>
<tr>
<th>Item 2</th>
<th>Commencement Date</th>
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<tr>
<td></td>
<td>1 September 2009</td>
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<tr>
<th>Item 3</th>
<th>CSU Coordinating Officer</th>
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<tbody>
<tr>
<td></td>
<td>Name: Professor Nicholas Klomp</td>
</tr>
<tr>
<td></td>
<td>Position: Dean - Faculty of Science</td>
</tr>
<tr>
<td></td>
<td>Address: Locked Bag 588, Wagga Wagga, NSW 2678</td>
</tr>
<tr>
<td></td>
<td>Telephone: 02 6933 2510</td>
</tr>
<tr>
<td></td>
<td>Facsimile: 02 6933 2912</td>
</tr>
<tr>
<td></td>
<td>Email: <a href="mailto:nklomp@csu.edu.au">nklomp@csu.edu.au</a></td>
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<thead>
<tr>
<th>Item 4</th>
<th>ASAW Coordinating Officer</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Name: David Thurlay</td>
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<tr>
<td></td>
<td>Position: President</td>
</tr>
<tr>
<td></td>
<td>Address: P.O. Box 1500, Lavington, NSW 2641</td>
</tr>
<tr>
<td></td>
<td>Telephone: 02 6040 3704</td>
</tr>
<tr>
<td></td>
<td>Email: <a href="mailto:dsthurl@bigpond.net.au">dsthurl@bigpond.net.au</a></td>
</tr>
</tbody>
</table>
The signatories hereby personally warrant that they have express and sufficient legal authority to execute this Memorandum Of Understanding (which includes the attached Agreed Terms) on behalf of the party on whose behalf they have signed.

**Signature for CSU**

SIGNED for CHARLES STURT UNIVERSITY in the presence of

\[\text{Signature of witness}\]

Prof. Annan CURTIS

Name (print)

Head of Campus

Position (print)

10/09/09

Date signed

10/09/2009

Date signed

**Signature for ASAW**

SIGNED for ASTRONOMICAL SOCIETY OF ALBURY-WODONGA INC.
in the presence of

\[\text{Signature of witness}\]

DAVID THURLEY

Name (print)

PRESIDENT

Position (print)

29/08/09

Date signed

29/08/09

Date signed
Agreed Terms – Memorandum of Understanding

1 Collaboration
The parties wish to facilitate cooperation in one or more of the following areas:
(a) To advance public education in astronomy in the Albury-Wodonga region.
(b) The sharing of facilities and resources.
(c) The conduct of conferences, public lectures, seminars, workshops and similar activities in the Albury-Wodonga region including the Border Stargaze annual event.
(d) Research in astronomy and related fields.
(e) Consideration of the possibility of establishing a public observatory on CSU land at Thurgoona.
(f) 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 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 ASA will each appoint a Coordinator, as set out in Item 3 and 4 respectively 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 three (3) 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 1 Schedule 1.

(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 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.