

ATTACHMENT TO AGENDA ITEM

Ordinary Meeting

20 June 2017

**Agenda Item 9.10 Latrobe University Memorandum of Understanding
(MOU) and Greater Shepparton City Council**

Attachment 1 Latrobe University and Council MOU 845

MEMORANDUM OF UNDERSTANDING

BETWEEN

LA TROBE UNIVERSITY
(ABN 64 804 735 113)

AND

GREATER SHEPPARTON CITY COUNCIL
(ABN 59 835 329 843)



MEMORANDUM OF UNDERSTANDING

1 **BETWEEN LA TROBE UNIVERSITY (ABN 64 804 735 113)** of a body corporate constituted in accordance with the La Trobe University Act 2009, Victoria, Australia 3086
("La Trobe")

AND

GREATER SHEPPARTON CITY COUNCIL (ABN 59 835 329 843)
("Greater Shepparton").

BACKGROUND

1. COMMENCEMENT AND DURATION

1.1 This Memorandum of Understanding ("MOU") shall take effect on the date of signing and shall continue for a period of five (5) years unless terminated earlier in accordance with the provisions of Clause 5.2.

2. FORCE OF THIS MEMORANDUM OF UNDERSTANDING

2.1 The areas of agreement outlined in this MOU are described to facilitate more detailed and specific negotiations between the parties which may lead to the preparation and signing of one or more formal agreements between La Trobe and Greater Shepparton. Unless specifically noted herein, this MOU is not intended to be of legal force and effect in any manner whatsoever. This MOU shall not create a legal relationship between the parties.

3. BROAD AREAS FOR COOPERATION

3.1 La Trobe and Greater Shepparton will discuss the possibility of cooperation in the following areas:

- (a) Identification and maximisation of opportunities to advance the strategic objectives of each party;
- (b) Identification and development of opportunities to contribute to the sustainable growth of the Greater Shepparton region;
- (c) Development of teaching and research priorities related to the Greater Shepparton region as an integral component of the University's commitment to Greater Shepparton;
- (d) Maximisation of research outcomes for the benefit of the University and community;
- (e) Supporting regional economic development through the promotion of and participation in Work Integrated Learning (WIL) and internships for La Trobe University students in the Greater Shepparton region;

- (f) Greater Shepparton to support and reward excellence with the awarding of scholarships to La Trobe students (as per separate agreement);
- (g) Greater Shepparton to support the promotion of La Trobe courses to staff, business, industry and community;
- (h) Any other collaborative efforts that both may deem fit from time to time.
- (i) Investigate and progress opportunities to increase international student enrolments.

4. **JOINT CONTRIBUTIONS**

It is anticipated that, subject to funding and all necessary institutional approvals being obtained, any contributions by the parties will be the subject of additional agreements.

5. **CONFIDENTIALITY AND PRIVACY**

- 5.1 La Trobe and Greater Shepparton recognise that they will come into possession of information which the other considers to be confidential, including Personal Information (“Personal Information” means information and opinions recorded in any form about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion). Each of La Trobe and Greater Shepparton covenants and agrees that it shall not, at any time, disclose to any third party, any confidential information of another party without first having obtained the prior written consent of the other party.
- 5.2 The provisions of Clause 5.1 are intended to and shall be binding upon the parties upon the signing of this MOU, and shall survive the termination of this MOU.

6. **TERMINATION**

- 6.1 Either of La Trobe or Greater Shepparton may terminate this MOU by written notice to the other party. A minimum period of two (2) months notice will be required from a party wishing to terminate the MOU, or such shorter period as the parties may agree upon in writing.
- 6.2 The termination of this MOU shall not affect the implementation of activities that have been undertaken prior to such termination, unless agreements pertaining to such activities explicitly provide for such termination.

7. **AMENDMENTS AND SUPPLEMENTARY AGREEMENTS**

- 7.1 The parties may agree to amend this MOU at any time by further memoranda in writing executed by the duly authorised officer(s) of each party.

7.2 The Parties shall wherever necessary enter into written agreements to facilitate collaborative activities arising from this MOU. Such agreements will specify the details of agreed activities and programs, including the contributions and responsibilities of the parties, funding, intellectual property provisions, confidentiality, risk allocation and indemnity obligations of each party.

8. USE OF NAME AND LOGO

8.1 No party shall use, nor permit any person or entity to use, the name or logo (or any variation thereof) of another party without first obtaining prior written consent from the other party.

EXECUTED BY THE PARTIES AS AN AGREEMENT ON 19 JULY 2017

SIGNED for and on behalf of
LA TROBE UNIVERSITY
by its duly authorised officer

.....
Signature of Authorised Person

.....
Name of Authorised Person (block letters)

.....
Position held

in the presence of:

.....
Signature of Witness

.....
Name of Witness (block letters)

SIGNED for and on behalf of
GREATER SHEPPARTON CITY COUNCIL
by its duly authorised officer

.....
Signature of Authorised Person

.....
Name of Authorised Person (block letters)

.....
Position held

in the presence of:

.....
Signature of Witness

.....
Name of Witness (block letters)