

**PROPOSAL FOR NEW MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN CAIRNS REGIONAL COUNCIL AND TAFE QUEENSLAND**

EDA | 58/6/1 | #7904003

**RECOMMENDATION:****That Council:**

- 1. Enters into a new Memorandum of Understanding with TAFE Queensland for the period 1 October 2026 to 31 December 2028; and**
- 2. Delegates authority to the Chief Executive Officer in accordance with the *Local Government Act 2009* to finalise any and all matters associated with the new Memorandum of Understanding.**

**INTERESTED PARTIES:**

TAFE Queensland

*Note: The identification of interested parties is provided on a best endeavours basis by Council Officers and may not be exhaustive.***EXECUTIVE SUMMARY:**

Cairns Regional Council (Council) and TAFE Queensland (TAFE) signed a three-year Memorandum of Understanding on 27 September 2023 with the intention to work together on initiatives, projects, issues and opportunities of mutual interest.

Council recognises the important role TAFE plays in delivering fit for purpose Vocational Education and Training (VET) in Cairns and Far North Queensland (FNQ). VET is critical to building and maintaining a skilled workforce and supporting the growth and prosperity of Cairns' priority industry sectors. As a major employer in its own right, Council also has an interest in accessing fit for purpose VET to support skills development for its own workforce.

Council officers and TAFE representatives have discussed the continuation of the collaboration between the two organisations with a view to delivering benefits to both parties and the wider community of Cairns and FNQ. With this in mind, a new draft Memorandum of Understanding (MOU) between Council and TAFE has been developed (Attachment 1) and is recommended to Council for approval.

The signing of a new MOU will continue the strong, collaborative relationship that exists between Council and TAFE. The MOU provides a framework for Council and TAFE to collaborate in areas of shared mutual interest to create lasting benefits for the Cairns community.

Council has actively engaged with TAFE representatives and relevant Council officers to develop the draft MOU. This report provides an overview of the objectives contained in the draft MOU and the associated recommendations of Council officers.

### **BACKGROUND:**

TAFE Queensland (TAFE) is Queensland's largest vocational education and training provider, offering qualifications from certificates up to bachelor's degrees across more than 60 locations in Queensland.

The Cairns campus features a wide range of purpose-built facilities including a student run hair and beauty salon, restaurant and cafe, nursing simulation labs, a cyber-security training hub and specialised workshops for automotive and more.

The current Memorandum of Understanding (MOU) between Cairns Regional Council (Council) and TAFE, effective from 1 October 2023 to 30 September 2026, established a broad framework for undertaking joint initiatives and projects.

While not legally binding, the MOU reflects both parties' intent to work together on projects of mutual interest where appropriate. A report to Council's Ordinary Meeting on 28 January 2026 outlined the activity and outcomes under the current MOU. These activities and outcomes have delivered positive benefits for Council and the community of Cairns and Council officers consider there is opportunity to further enhance collaboration between the two organisations in future.

Accordingly, a new draft MOU has been developed in consultation with TAFE Queensland for Council consideration. This proposed new MOU maintains a similar scope to the previous document and will cover the period to 31 December 2028, thereby aligning the expiry date with that of Council's MOUs with CQUniversity and James Cook University.

### **COMMENT:**

The proposed new MOU follows the previous MOU in scope, with the objective to:

- Collaborate on issues and opportunities of a mutual interest to create lasting benefits for the broader Cairns region;
- Support initiatives that assist with retention and attraction of human and intellectual capital to the Cairns region;
- Support initiatives that increase education outcomes (including participation rates and the overall student experience) within the region by fostering best practice through skills development and knowledge transfer;
- Promote knowledge sharing between both organisations to inform decision making and change;
- Strive to support industry development for Cairns' priority sectors by considering the changing business needs of employers and the skills required now and for the future;
- Collaborate on growing Cairns' appeal as a nationally and internationally renowned education city; and
- Work in partnership to identify and deliver initiatives that advance Cairns as a

Welcoming City where everyone can belong and participate in social, cultural, economic, and civic life.

Where the parties wish to formalise any opportunity contemplated by this MOU, the parties will enter into a separate legally binding agreement.

### **OPTIONS:**

#### Option 1 (recommended):

That Council:

1. Enters into a new Memorandum of Understanding with TAFE Queensland for the period 1 October 2026 to 31 December 2028; and
2. Delegates authority to the Chief Executive Officer in accordance with the *Local Government Act 2009* to finalise any and all matters associated with the new Memorandum of Understanding.

#### Option 2:

That Council **does not** agree to enter into a new Memorandum of Understanding with TAFE Queensland at this time and requests additional information from Council Officers before reconsidering this matter.

### **CONSIDERATIONS:**

#### Risk Management:

The risks of individual projects developed under the MOU will be considered and managed on a case-by-case basis. TAFE has a well-established reputation as a provider of quality education in the domestic and international marketplace. As such, the reputational risk of collaboration with TAFE via an MOU is considered low.

#### Council Finance and the Local Economy:

There are no direct costs associated with the MOU. Financial and budgetary implications of collaborative projects are considered by Council on a case-by-case basis.

#### Corporate and Operational Plans:

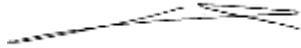
Council's *Corporate Plan 2025-2030* identifies Robust Economy as an area of focus, which is implemented through Council's *Economic Development Strategy 2026-2030 (the Strategy)*. The Strategy identifies Education and Training as a priority industry. This MOU with TAFE supports and progresses the area of focus and priority industry.

### **CONSULTATION:**

TAFE Queensland

**ATTACHMENTS:**

**Attachment 1:** DM7906505 - Draft MOU between Council and TAFE Queensland for the period 1 October 2026 – 31 December 2028

A handwritten signature in black ink, appearing to read 'Nick Masasso', with a horizontal line drawn underneath it.

Nick Masasso  
Director Economic Development & Advocacy

# Memorandum of Understanding

**MAKE  
GREAT  
HAPPEN**



|                      |                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>REFERENCE NO.</b> |                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>PARTIES</b>       | <b>TAFE Queensland</b> ABN 72 898 805 093 of Gatton, Newton, Eureka and Wilkinson Streets, Manunda, Queensland 4870<br><b>(TAFE Queensland)</b>                                                                                                                                                                                                                                                                 |
|                      | <b>Cairns Regional Council</b> ABN 24 310 025 910 of 119-145 Spence Street, Cairns, Queensland, 4870<br><b>(Cairns Regional Council)</b>                                                                                                                                                                                                                                                                        |
| <b>BACKGROUND</b>    | <p>A. TAFE Queensland is a registered training organisation and an experienced provider of education and training services.</p> <p>B. Cairns Regional Council is the local authority responsible for the Local Government Area of Cairns in Tropical North Queensland.</p> <p>C. This MOU records the understanding of the parties in relation to their proposed collaboration on areas of mutual interest.</p> |

By signing below, the parties confirm their understanding as set out in the following pages.

| <b>TAFE Queensland</b>                                                                           | <b>Cairns Regional Council</b>                                                                           |
|--------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| <b>SIGNED</b> for and on behalf of <b>TAFE Queensland</b> by its duly authorised representative: | <b>SIGNED</b> for and on behalf of <b>Cairns Regional Council</b> by its duly authorised representative: |
| Name: _____<br>Authorised Representative                                                         | Name: _____<br>Authorised Representative                                                                 |
| Signature: _____<br>Authorised Representative                                                    | Signature: _____<br>Authorised Representative                                                            |
| Name: _____<br>Witness                                                                           | Name: _____<br>Witness                                                                                   |
| Signature: _____<br>Witness                                                                      | Signature: _____<br>Witness                                                                              |
| Date: _____                                                                                      | Date: _____                                                                                              |

# MEMORANDUM OF UNDERSTANDING



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## 1. Status of this Memorandum of Understanding

- (a) This MOU is not exhaustive and is not intended to be legally binding except where specifically stated.
- (b) Except as expressly stated, nothing within this MOU is intended to:
  - (i) create any binding rights, powers, duties, liabilities or obligations;
  - (ii) waive, fetter, limit or affect the rights, powers, duties, liabilities or obligations of the parties; or
  - (iii) affect the due and proper performance of the parties' statutory functions or their ability to comply with all applicable statutory requirements.

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## 2. Term

- (a) This MOU commences on 1 October 2026 and continues until 31 December 2028, unless terminated earlier in accordance with clause 2(b).
- (b) A party may terminate this MOU at any time by providing 30 days' written notice to the other party.

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## 3. Objectives

- (a) The parties wish to work together to:
  - (i) Collaborate on issues and opportunities of a mutual interest to create lasting benefits for the broader Cairns region;
  - (ii) Support initiatives that assist with retention and attraction of human and intellectual capital to the Cairns region;
  - (iii) Support initiatives that increase education outcomes (including participation rates and the overall student experience) within the region by fostering best practice through skills development and knowledge transfer;
  - (iv) Promote knowledge sharing between both organisations to inform decision making and change;
  - (v) Strive to support industry development for Cairns' priority sectors by considering the changing business needs of employers and the skills required now and for the future;
  - (vi) Collaborate on growing Cairns' appeal as a nationally and internationally renowned education city; and
  - (vii) Work in partnership to identify and deliver initiatives that advance Cairns as a Welcoming City where everyone can belong and participate in social, cultural, economic, and civic life.
- (b) Where the parties wish to formalise any opportunity contemplated by this MOU, the parties will enter into a separate legally binding agreement.

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## 4. Confidentiality

- (a) During the course of this MOU, Confidential Information which is the property of a party may be released by that party (the **Discloser**) to, or will otherwise be acquired by, the other party (the **Recipient**).
- (b) Except as permitted by clause 4(c), the Recipient undertakes that it will not, at any time, disclose the Confidential Information of the Discloser.
- (c) The Recipient may disclose Confidential Information of the Discloser:
  - (i) to its employees, officers, representatives or advisers who need to know such information for the purposes of achieving the objectives set out in clause 3, provided the Recipient ensures that its employees, officers, representatives or advisers to whom it discloses the Discloser's Confidential Information comply with this clause 4; and
  - (ii) where required by law, a court of competent jurisdiction or any governmental or regulatory authority.

# MEMORANDUM OF UNDERSTANDING



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## 5. Intellectual Property

- (a) If either party, in the performance of its obligations under this MOU, makes available to the other party any intellectual property rights or material in which intellectual property rights owned by the party subsist, those intellectual property rights and materials will remain the sole property of the party who supplied the materials or intellectual property rights and the material or intellectual property rights constitute Confidential Information for the purpose of this MOU.
- (b) Except as otherwise permitted by this MOU, neither party will use the other party's intellectual property (including logos) without the other party's prior written consent. All use of the other party's intellectual property must be in accordance with any reasonable conditions imposed by the other party including, but not limited to, the purpose for which that party's intellectual property may be used and a requirement to use a party's logo in accordance with the applicable brand guidelines.

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## 6. Reputation and Publicity

- (a) Neither party will issue or make statements or comments to the public, the press or other persons or authorise a person to do those things, regarding this MOU or matters arising in relation to it without the other party's prior written consent, not to be unreasonably withheld.
- (b) The preceding does not prevent TAFE Queensland from disclosing information in relation to this MOU to its professional advisers, to a Minister or Parliament or to comply with any applicable law or the requirements of a governmental or regulatory authority.
- (c) Each party agrees not to do anything, or omit to do anything, which is intended, or would reasonably be expected, to harm the reputation of the other party or the reputation of any party affiliated with, or connected to, the other party.

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## 7. Resolution of Disputes

- (a) For the purposes of this clause 7, a dispute will have arisen when either party notifies the other party to that effect.
- (b) The parties agree to attempt to settle any dispute arising under this MOU by negotiation in the first instance.
- (c) Any dispute will be referred to the dispute resolution representatives nominated by the parties. If these parties are unable to resolve the dispute then either party will be free to take whatever action it deems necessary.

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## 8. Notices

- (a) Any notice, consent or other communication to be given under this MOU must be in writing and may be delivered by hand, pre-paid post or e-mail transmission to the other party at its address set out in this MOU, or such other contact details that the parties notify to each other from time to time.
- (b) Unless otherwise notified, the contact person for each party in relation to this MOU is as follows:

### **TAFE Queensland**

Name: Nikki Giumelli  
Position: Director, Client and Commercial  
Operations– TAFE Queensland North  
Address: Gatton, Newton, Eureka and Wilkinson  
Streets, Manunda, Queensland 4870  
Phone: 07 574 946  
Email: [nikki.giumelli@tafeqld.edu.au](mailto:nikki.giumelli@tafeqld.edu.au)

### **Cairns Regional Council**

Name: Justine Gill  
Position: Economic Development Officer  
Address: 119-145 Spence Street, Cairns,  
Queensland, Cairns, QLD, 4870  
Phone: 07 4044 3979  
Email: [Justine.gill@cairns.qld.gov.au](mailto:Justine.gill@cairns.qld.gov.au)

# MEMORANDUM OF UNDERSTANDING



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## 9. Privacy and Disclosure of Personal Information

Where either party collects or has access to Personal Information in order to participate in any activity or perform its role under this MOU it must comply with the Privacy Act, in particular:

- (a) where either party provides services within the meaning of section 34 of Privacy Act, comply with Parts 1 and 3 of Chapter 2 of the Privacy Act in relation to the discharge of its obligations under this MOU as contemplated by section 35 of the Privacy Act;
- (b) ensure that Personal Information is protected against loss and against unauthorised access, use, modification or disclosure and against other misuse;
- (c) not use Personal Information other than for the purposes of this MOU, unless required by law;
- (d) not disclose Personal Information without the prior written authorisation of the other party or such other persons authorised in writing, unless required by law to do so;
- (e) not transfer Personal Information outside Australia without the consent of the other party;
- (f) ensure that only authorised personnel have access to Personal Information and that its officers and employees do not access, use or disclose Personal Information other than in the performance of their duties;
- (g) immediately notify the other party if it becomes aware that a disclosure of Personal Information is, or may be required or authorised by law; and
- (h) immediately notify the other upon becoming aware of any breach of this clause 9.

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## 10. Other legal obligations

- (a) Clauses 1, 4, 5, 6 and 9 and this clause 10 are legally binding.
- (b) This MOU supersedes any prior statement of intention or understanding by either party regarding the purpose and subject matter of this MOU.
- (c) Nothing in this MOU constitutes any relationship of principal and agent, partnership or joint venturers between the parties.
- (d) The parties acknowledge and agree that they cannot assign, transfer, sub-contract or novate in whole or part or create any interest over or otherwise deal with this MOU.
- (e) Each party will bear its own costs incurred in:
  - (i) negotiating and settling the terms of this MOU; and
  - (ii) carrying out its respective roles and responsibilities under this MOU.
- (f) Termination or expiry of this MOU will not affect or prejudice the operation of clauses 1, 4, 5, 6 and 9 and this clause 10, which survive the termination or expiry of this MOU.

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## 11. Definitions

**Confidential Information** means any information of the Discloser which is disclosed or provided to, or otherwise obtained by, the Recipient (whether before or after the date of this MOU), under or in connection with this MOU or in contemplation of a future engagement, whether in written or electronic form or provided orally, which:

- (a) is confidential by its nature;
  - (b) is designated by the Discloser as confidential; or
  - (c) the Recipient knows or ought reasonably to know is confidential,
- but does not include information which:
- (d) was previously known to the Recipient without an obligation of confidence;
  - (e) is acquired by the Recipient from a third party which is not under an obligation of confidence with respect to the information;
  - (f) has become part of the public domain, otherwise than as a result of any breach of clause 4; or
  - (g) was independently acquired or developed by the Recipient without breaching clause 4.



## MEMORANDUM OF UNDERSTANDING



**MOU** means this document and all schedules and any annexure to this document.

**Personal Information** has the meaning given in the Privacy Act.

**Privacy Act** means the *Information Privacy Act 2009* (Qld).