

PLANNING AND ENVIRONMENT COMMITTEE 12 OCTOBER 2016	6
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MEMORANDUM OF UNDERSTANDING BETWEEN CAIRNS REGIONAL COUNCIL AND CQUNIVERSITY

Belinda Hutchinson | 1/8/4-01 | #5212851

RECOMMENDATION:

That Council:

1. **Enters into a Memorandum of Understanding between Cairns Regional Council and CQUniversity (Australia) for a continued collaborative partnership to the benefit of the broader Cairns community and Far North Queensland; and**
2. **Delegates authority to the Mayor and Chief Executive Officer to negotiate and sign a Memorandum of Understanding between Cairns Regional Council and CQUniversity (Australia).**

EXECUTIVE SUMMARY:

The signing of a Memorandum of Understanding (MOU) will formalise the existing collaborative relationship between Council and CQUniversity. The MOU provides a framework for Council and CQUniversity to partner on strategic projects to achieve outcomes for the benefit of the broader Cairns community and Far North Queensland.

The core areas of interest included within the MOU reflect a Triple Bottom Line approach under which possible projects may be considered; in the context of their contribution to our economy, community and environment. Collaboration will focus on areas in which CQUniversity has particular expertise including: Engineering, Information Technology, Agriculture, Creative and Performing Arts, Tourism and Social Innovation.

CQUniversity is a key stakeholder within the education sector in Cairns and Far North Queensland and is a significant contributor to the local economy and community. Establishing an MOU with CQUniversity supports Council's strategic direction as identified in the Corporate Plan and Operational Plan 2016/17, aligning with strategic goals related to encouraging development of a strong, diversified and sustainable regional economy.

Council has been supportive of CQUniversity since the establishment of the CQUniversity Distance Education Support Centre in Cairns in 2012 and welcomed the decision to expand to a full-size university campus in October 2015. It is timely and significant that an MOU be signed between Council and CQUniversity to mark the special occasion of the first anniversary of the opening of the Cairns campus.

BACKGROUND:

CQUniversity first established a presence in Cairns with the opening of the CQUniversity Distance Education Support Centre in 2012. The centre experienced rapid growth, which led to the decision by CQUniversity to open a full-size campus in Cairns in October 2015, thus establishing Cairns as a two university city.

It is estimated that the CQUniversity Cairns campus will attract 2,000 domestic students and 500 international students, create 50 jobs, and generate economic benefit worth almost \$250million to the local economy during the first five years of operation. CQUniversity Cairns offers programs across discipline areas including health education, engineering and business. The campus is also home to the newly opened Centre for Tourism and Regional Opportunities (CTRO).

Council has been supportive of CQUniversity and welcomed their decision to establish a campus in Cairns. The intent now is to formalise this collaborative relationship by way of an MOU. Council has not previously held a MOU with CQUniversity.

October 2016 marks the first anniversary of the opening of the CQUniversity Cairns campus. It would be timely to celebrate this special occasion in the history of the university in Cairns with the signing of an MOU between our organisations.

COMMENT:

CQUniversity Cairns has significant strengths in the areas of Engineering, Information Technology, Agriculture, Creative and Performing Arts, Tourism and Social Innovation.

The MOU will have particular focus on collaboration in these identified areas of strength.

The MOU will aim to advance the following outcomes:

- Collaboration around issues and opportunities of a mutual interest to create lasting benefits for the broader Cairns Region Communities;
- Planning and implementation of projects of mutual interest through individual collaboration agreements;
- Facilitation of effective dialogue to gain information, knowledge and insight to inform decision making and change;
- Foster best practice through skills development, education, training and knowledge transfer;
- Collaboration to establish Cairns as a nationally and internationally renowned education city;
- Work in partnership to identify opportunities to undertake research and development in areas of significant University strength including but not limited to; Engineering, Information Technology, Agriculture, Creative Arts, Tourism and Social Innovation;

- Seek to establish a partnership to further the development of a School of Performing Arts to develop the region's artistic capacity and realise the shared vision for Cairns to achieve national and international recognition as the 'Arts Centre for Northern Australia';
- Seek to partner on opportunities to support social enterprise development in Cairns;
- Cooperate and collaborate to identify and secure funding opportunities, from a wide range of sources, to progress initiatives of mutual and community benefit;
- Explore the opportunity for Council to provide internships to eligible CQUniversity graduates in areas that Council are able to provide opportunity, with a reasonable remuneration package that is reflective of business needs and commensurate with the level of experience of the graduates; and
- Where appropriate, develop programs and pathways of entry for Council management and staff to further their own higher education qualifications.

OPTIONS:

1. That Council enters into a Memorandum of Understanding between Cairns Regional Council and CQUniversity (Australia) for a continued collaborative partnership to the benefit of the broader Cairns Community and Far North Queensland; and
2. Delegates authority to the Mayor and Chief Executive Officer, to negotiate and sign the Memorandum of Understanding;

OR

1. Council does not sign a Memorandum of Understanding between Cairns Regional Council and CQUniversity (Australia).

CONSIDERATIONS:

Risk Management:

Overall, the risk associated with signing a MOU between Council and CQUniversity is considered to be low. CQUniversity is well-established and is Australia's largest regional university, with over 35,000 students in more than 20 locations. The recently released International QS Stars World University Rankings places CQUniversity in the top three percent of universities globally.

Specific projects developed under the MOU with CQUniversity will be managed within individual collaboration agreements with terms agreed to by both parties. This will minimise risks associated with reputation, intellectual property and other matters which will be addressed within the collaboration agreements.

In collaborating with CQUniversity it will be important to remain mindful of our relationships with other universities and tertiary education providers in Cairns. Council currently has an MOU with James Cook University (JCU) and will continue to work with JCU on projects of mutual and community benefit.

Council Finance and the Local Economy:

The MOU states that, *'Each party shall agree to be responsible for its own respective costs associated with undertakings of the MOU and subject to their own internal approvals processes.'* As such, there are no direct costs imposed on either organisation as a part of the MOU.

Project sharing is likely to result in savings related to operational efficiencies and reduced risk of duplication of services to the community.

Intended outcomes of this MOU include collaboration to establish Cairns as a nationally and internationally renowned education city and the 'Arts Centre for Northern Australia'. Raising the profile of Cairns in these areas would lead to economic benefit in terms of industry growth and development and greater employment opportunities.

Community and Cultural Heritage:

The MOU provides a platform for a wide variety of collaborations to occur, which have the potential to provide significant benefit to the local and regional community.

Social innovation, seeking to find innovative and sustainable solutions to meet social needs or problems, is at the core CQUniversity's strategic vision. One of the intended outcomes is for Council to partner with CQUniversity on opportunities to support social enterprise development in Cairns. As social enterprises apply commercial strategies to maximise improvements in human and environmental well-being, the community would receive direct benefit from outcomes resulting from collaboration in social innovation.

Natural Environment:

Council and CQUniversity have policies in place to support and protect the natural environment through implementation of sustainability practices. In all projects, both organisations would be mindful of reducing impact and supporting the natural environment.

Corporate and Operational Plans:

The Council's Corporate Plan aligns with the core purpose of the MOU and states that as Councillors and the Council, our focus will be on 'Collaborating and partnering with the community'.

This MOU supports Council's strategic direction as identified in the Corporate Plan and Operational Plan 2016/17, aligning with the following strategic goals:

1.1.2 Encourage sporting, arts, library and cultural activities including the partnering and development of infrastructure and programs to support a range of learning, leisure and recreation programs.

1.4.2 Support initiatives that enhance education and learning opportunities for the benefit of communities.

2.0 Economy - A strong, diversified and sustainable regional economy that supports the growth of new and existing industry and business activities whilst enhancing local lifestyle and providing long term employment opportunities.

2.1.3 Work with regional, state, national and international stakeholders to promote a strong, resilient and sustainable economy.

2.2.2 Promote and support initiatives designed to enhance increased local employment and training opportunities.

2.2.3 Support the development of local industry solutions to workforce demands in alignment with emerging industries.

2.2.4 Support the development of a work ready, flexible workforce to support the sustainability of industries and businesses

2.2.5 Encourage and support businesses to expand or establish in the region.

2.5.3 Promote the region's competitive advantages (location, natural and physical assets and industry specialisation) to support business and industry development and investment.

4.5.2 Collaborate with corporate and key regional and community stakeholders to ensure a unified and effective approach to national, state and regional advocacy.

Statutory:

The *Local Government Act 2009* outlines principles including good governance, transparent and efficient processes and decision making in the public interest. This report aims to provide good governance as part of a transparent assessment and reporting process for the signing of the MOU between Council and CQUniversity.

Policy:

N/A

CONSULTATION:

The MOU has been developed in consultation with CQUniversity and Council's executive management team. Both parties have reviewed the MOU and are satisfied with the content.

ATTACHMENTS:

Proposed Memorandum of Understanding between Cairns Regional Council and CQUniversity (Australia), DM #5148455.

Belinda Hutchinson
Economic Development Officer

A handwritten signature in black ink, appearing to read 'P. Boyd', with a stylized flourish at the end.

Peter Boyd
A/General Manager Planning and Environment

ATTACHMENT 1: Proposed Memorandum of Understanding between Cairns Regional Council and CQUniversity (Australia)

MEMORANDUM OF UNDERSTANDING

between

Cairns Regional Council

and

CQUniversity (CQUniversity Australia)

For the period

2016 – 2020

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1 DEFINITIONS

- 1.1 In this Memorandum of Understanding the following expressions shall have the following meanings:

<u>Expression</u>	<u>Meaning</u>
"CEO"	Chief Executive Officer (Cairns Regional Council).
"CQU"	CQUniversity
"CRC"	Cairns Regional Council.
"Parties"	Agency 1- being Cairns Regional Council and Agency 2- being CQUniversity

2 PARTIES TO THE MEMORANDUM

- 2.1 This Memorandum is between

Cairns Regional Council ABN 24 310 025 910, whose office is situated at 119-145 Spence Street, Cairns 4870, in the State of Queensland; and

CQUniversity (CQUniversity Australia) ABN 39 181 103 288, situated at the corner of Abbott and Shields Streets, Cairns 4870, in the State of Queensland.

3 BACKGROUND

- 3.1 Cairns Regional Council has been very supportive of CQUniversity since the establishment of the CQUniversity Study Centre in 2012. This support continued through the development of the full CQUniversity Campus in 2015, establishing Cairns as a two University City. The intent now is to formalise this effective working relationship by way of an MOU.
- 3.2 The agency called Cairns Regional Council is a Local Government entity and operates under and is required to comply with the Local Government Act 2009.
- 3.3 The agency called CQUniversity Australia is a tertiary education specialist and operates under and is required to comply with to the Central Queensland University Act 1998.
- 3.4 There is an expectation held by both parties that they will operate in a fiscally responsible and independent manner and maintain the fiscal and operational stability and capability of their organisations.

4 PURPOSE AND SCOPE

- 4.1 This Memorandum documents the individual and joint expectations of the parties and also sets out the understanding of other matters relevant to the relationship between Cairns Regional Council and CQUniversity Australia.

- 4.2 The core areas of interest encompassed within the framework of the MOU are to reflect a Triple Bottom Line approach and possible projects to be undertaken will be considered in the context of their contribution to our economy, community, and environment.
- 4.3 The parties confirm that the provisions of this MOU are neither legally binding nor enforceable by any party.

5 TERM

- 5.1 This MOU commences on the date which the last party signs the MOU and will continue for a period of four years from the date which the last party signs the MOU, unless terminated by either party in which case agreed procedures under Section 10 Termination of Memorandum will apply.
- 5.2 This MOU may be extended by a further four (4) year period prior to the expiration of this term, on such terms and conditions, and subject to the achievement of key milestones and performance indicators as agreed between the parties.

6 OUTCOMES SOUGHT THROUGH THE MEMORANDUM

- 6.1 Cairns Regional Council & CQUniversity Australia agree to use best endeavours to advance the following outcomes:
- 6.1.1 Collaboration around issues and opportunities of a mutual interest to create lasting benefits for the broader Cairns Region Communities;
- 6.1.2 Planning and implementation of projects of mutual interest through individual collaboration agreements;
- 6.1.3 Facilitation of effective dialogue to gain information, knowledge and insight to inform decision making and change;
- 6.1.4 Foster best practice through skills development, education, training and knowledge transfer;
- 6.1.5 Collaboration to establish Cairns as a nationally and internationally renowned education city;
- 6.1.6 Work in partnership to identify opportunities to undertake research and development in areas of significant University strength including but not limited to; Engineering, Information Technology, Agriculture, Creative Arts, Tourism and Social Innovation;
- 6.1.7 Seek to establish a partnership to further the development of a School of Performing Arts to develop the region's artistic capacity and realise the shared vision for Cairns to achieve national and international recognition as the 'Arts Centre for Northern Australia';
- 6.1.8 Seek to partner on opportunities to support social enterprise development in Cairns;
- 6.1.9 Cooperate and collaborate to identify and secure funding opportunities, from a wide range of sources, to progress initiatives of mutual and community benefit;

6.1.10 Explore the opportunity for Council to provide internships to eligible CQUniversity graduates, in areas that Council are able to provide opportunity, with a reasonable remuneration package that is reflective of business needs and commensurate with the level of experience of the graduates; and

6.1.11 Where appropriate, develop programs and pathways of entry for Council management and staff to further their own higher education qualifications.

7 COMMUNICATIONS PROTOCOLS

Publicity and Press Releases

7.1 Where any matter arises for which one party is responsible, and which is likely to have implications for the other party or may be controversial, the party will inform the other party prior to the public release of information and where required negotiate the release of the information to ensure that neither party is compromised as a result.

7.2 The signatories confirm their intention to seek opportunities to jointly promote any projects undertaken as a consequence of this MOU, subject to such promotion being prepared and released in accordance with the agreement of both parties.

7.3 All relevant joint promotional material will be co-branded with the Cairns Regional Council and CQUniversity logos.

8 RELATIONSHIP MANAGEMENT

8.1 This MOU is without prejudice and is independent of any other arrangements, which may be entered into with other parties.

8.2 Nothing contained in this document shall be construed as constituting a joint venture, partnership or formal business arrangement of any kind between the parties or of appointing either party as an agent of the other.

8.3 The Parties will consult annually, or whenever it may be appropriate, concerning the matters covered by this Memorandum and uses their best endeavours to ensure that the staff of both CRC and CQUniversity co-operate in good faith in relation to that consultation.

8.4 The Parties shall maintain a 'no surprises' policy that keeps one another informed of both potentially contentious issues and issues that may have a significant impact on the current and ongoing operations.

8.5 It is recognised that for technical or operational reasons, various business units / organisational areas of both CRC and CQUniversity will build relationships at a sub-level under this MOU. These relationships should continually be encouraged for the mutual benefit of the associated programs, whilst ensuring that formal consultation continues through the appropriate organisational channels.

8.6 Roles and responsibilities may be defined within individual Collaboration Agreements in relation to specific projects.

Dispute Resolution Process

8.7 If any issue or dispute arises between CRC and CQUniversity concerning the matters covered by this Memorandum, the Parties will use their best endeavours to resolve the dispute promptly.

Privacy and confidentiality

- 8.8 CRC is bound by the Information Privacy Act 2009. The *Act* sets out the ways in which Council must handle personal information. It also gives individuals the right to request a copy of their personal information and to ask for documents to be amended, if they are inaccurate or out of date.
- 8.9 Further information can be obtained by reading Council's Information Privacy Policy.
- 8.10 Similarly, further information on CQUniversity privacy responsibilities and arrangements, particularly relating to the use of personal information and IT Systems records can be obtained by reading both the Privacy Plan and Privacy and Security Statement. CQUniversity operates under the Privacy regime established by the Queensland Government for the Queensland Public Sector including the enacted privacy principles.

9 FINANCIAL MANAGEMENT

- 9.1 Each party shall agree to be responsible for its own respective costs associated with undertakings of the MOU and subject to their own internal approvals processes.

10 REVIEW AND AMENDMENT

- 10.1 The MOU is subject to periodic reviews and reporting in a form to be agreed to by each party to ensure transparency in its operation, and ensure the fulfilment of obligations.
- 10.2 This Memorandum may be renegotiated if at any time during its term the work or environment of either party is altered to the degree that the contents of the Memorandum are no longer appropriate.
- 10.3 Variation or amendment to the MOU by mutual consent of the parties must be in writing and such variation or amendment shall become part of this MOU upon giving of that consent.

11 TERMINATION OF MEMORANDUM

- 11.1 In the event that either party is unable or unwilling to provide the agreed services and comply with this MOU, that party will present a termination and transition plan that addresses the needs of the participants to whom it was providing services. Whilst the agreement may be terminated, the current commitment at date of termination will be fulfilled by both parties.

12 SIGNATURES

Signed on the day of October, 2016.

SIGNED for and on behalf of **Cairns Regional Council** by its duly authorised representative:

Cr Bob Manning
Mayor

Witness

in the presence of:

John Andrejic
A/Chief Executive Officer

SIGNED for and on behalf of **CQUniversity Australia** by its duly authorised representative:

Professor Scott Bowman
Vice-Chancellor and President

Witness

in the presence of:

Jodie Duignan-George
Associate Vice-Chancellor for the
Cairns and Far North Queensland
Region