

<b>PLANNING AND ECONOMIC COMMITTEE</b>  <b>12 FEBRUARY 2014</b>	<b>4</b>
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MEMORANDUM OF UNDERSTANDING BETWEEN CAIRNS REGIONAL COUNCIL AND JAMES COOK UNIVERSITY

Bronwyn Voyce: 1/8/5-01: #4261444

**RECOMMENDATION:**

**That Council delegate authority to the Mayor and Chief Executive Officer, to negotiate and sign a Memorandum of Understanding between James Cook University and Cairns Regional Council for a continued collaborative partnership to the benefit of the broader Cairns Community and Tropical North Queensland.**

**EXECUTIVE SUMMARY:**

Council and James Cook University (JCU) have previously operated as collaboration partners under a Memorandum of Understanding (MOU). The previous MOU has now expired and a new MOU has been developed.

The core areas of interest included within the MOU reflect a Quadruple Bottom Line approach under which possible projects may be considered; in the context of their contribution to our economy, community, environment and governance.

Planning for a launch project, to be developed under the new MOU is underway which will see Council and JCU work collaboratively to develop a key activity which leverages the economic benefits from hosting the G20 Finance Ministers and Central Bank Governors meeting in Cairns later this year.

**BACKGROUND:**

Council and JCU have, for many years, worked collaboratively to enhance and progress mutually beneficial outcomes to the benefit of the broader Cairns community and Tropical North Queensland.

In 2011, Council and JCU signed a MOU which subsequently expired in March 2012. A review of the MOU has been undertaken in consultation with JCU and a revised MOU has been developed.

The signing of a new MOU simply formalises and solidifies the existing collaborative relationship.

**COMMENT:**

The identified aims of the MOU are:

- To work in partnership to foster a learning community;
- To address issues and identify opportunities to undertake research and development beneficial to both parties and/or the wider community;
- To complement and strengthen the capabilities of both parties through sharing knowledge information and resources;
- To develop JCU as the primary higher education facility and research service provider in Far North Queensland and to build a higher education critical mass in the region;
- To enhance informed decision making and governance to deliver better outcomes;
- To act together and with stakeholders to be a repository of regional knowledge and research capacity; and
- To work cooperatively and to support one another to identify and secure available funding from a wide range of sources including all levels of Government and other potential external partners and sources.

The MOU establishes a set of overarching principles under which interactions between Council and JCU will occur, namely:

- both parties endeavouring to work together, and where required with other stakeholders from the community on issues and opportunities of a mutual interest to create lasting educational, intellectual, cultural, social, health, environmental and economic benefits for the region;
- providing clarity to the alliance between CRC and JCU in identifying areas of interest/ issues and the planning and implementation of projects of mutual interest through individual collaboration agreements;
- creating a forum to facilitate effective dialogue to gain information, knowledge and insight to inform decision making and change; and
- to foster and reinforce good corporate governance through skills development, education, training and knowledge transfer

**CONSIDERATIONS:****Risk management:**

JCU Cairns was established in 1987 and is a key driver of the local economy with over 4,000 students study at JCU Cairns, including about 380 international students. JCU is ranked as one of the world's top universities and has reputation as a leader in tropical research.

Individual projects will be developed under the MOU with terms agreeable by both parties, therefore the risks associated with reputation, intellectual property etc will be managed under individual projects.

Central Queensland University (CQU) opened a Distance Education Study Centre in Cairns in 2012 and has plans grow their presence in Cairns and open a CBD campus.

Overall the risk associated with signing a MOU between JCU and Council is deemed low however should collaboration opportunities arise between CQU and Council in the future, it will be important to maintain an open working relationship with both universities in as well as other local tertiary providers.

### Financial

The MOU provides a platform for a vast array of collaborations to occur which may result in potential savings through shared project ownership, operational efficiencies, investment attraction, research partnerships etc.

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' thus not imposing any cost on either organisation as a part of the MOU.

### Corporate and Operational Plans:

The Council's Corporate Plan reflects a Quadruple Bottom Line approach which 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' and that Council will play a role in Regional Cooperation.

Strategic Goal 4.0 Governance, states:

*An efficient organisation providing best practice service delivery through leadership and policy making and the effective management of people, assets and finances.*

*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 key principles including good governance and 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 resigning of the Memorandum of Understanding between James Cook University and Cairns Regional Council.

### Policy:

General Policy NO.1:05:02 - Council's Role in Regional Economic Development, states: Council's role includes 'Working in partnership with government and non-government organisations to progress economic development opportunities or to respond to threats to or negative impacts on the local economy'.

**OPTIONS:**

1. That Council delegate authority to the Mayor and Chief Executive Officer, to negotiate and sign a Memorandum of Understanding between James Cook University and Cairns Regional Council for a continued collaborative partnership to the benefit of the broader Cairns Community and Tropical North Queensland.;

OR;

2. Council does not sign a Memorandum of Understanding between James Cook University and Cairns Regional Council.

**CONSULTATION:**

The revised MOU has been developed in consultation with JCU and Council's Executive Management Team.

**ATTACHMENTS:**

Proposed Memorandum of Understanding between James Cook University and Cairns Regional Council (January 2014) - [#4119330](#)

Bronwyn Voyce  
**Senior Economic Development Officer**

Peter Boyd  
**Manager Strategic Planning & Economic Development**



Kelly Reaston  
**General Manager Planning & Environment**



**MEMORANDUM OF UNDERSTANDING**

between

**JAMES COOK UNIVERSITY**

and

**CAIRNS REGIONAL COUNCIL**

January 2014



## MEMORANDUM OF UNDERSTANDING



This MEMORANDUM OF UNDERSTANDING ["MOU"] is made on xx day of xx 2013 between:

**JAMES COOK UNIVERSITY**, ABN 46 253 211 955, a body corporate pursuant to the *James Cook University Act 1997*, whose office is situated at JCU, Townsville Campus, Townsville 4811, in the State of Queensland ["JCU"]

AND

**CAIRNS REGIONAL COUNCIL**, ABN 24 310 025 910, whose office is situated at 119-145 Spence Street, Cairns 4870, in the State of Queensland. ["CRC"]

## RECITALS

- A. The Parties are interested in establishing a collaborative relationship which enhances and progresses mutually beneficial outcomes to the benefit of the broader Cairns community and Tropical North Queensland.
- B. The parties set out hereunder the purpose, aims and operative arrangements to allow the relationship to foster.

## 1. PURPOSE

- 1.1 This MOU outlines the overarching principles under which interactions between the parties shall occur, namely:
  - 1.1.1. both parties endeavouring to work together, and where required with other stakeholders from the community on issues and opportunities of a mutual interest to create lasting educational, intellectual, cultural, social, health, environmental and economic benefits for the region;
  - 1.1.2. providing clarity to the alliance between CRC and JCU in identifying areas of interest/ issues and the planning and implementation of projects of mutual interest through individual collaboration agreements;
  - 1.1.3. creating a forum to facilitate effective dialogue to gain information, knowledge and insight to inform decision making and change; and
  - 1.1.4. to foster and reinforce good corporate governance through skills development, education, training and knowledge transfer.
- 1.2 The core areas of interest encompassed within the framework of the MOU reflects a Quadruple Bottom Line approach and possible projects to be undertaken will be considered in the context of their contribution to our economy, community, environment and governance.

## 2. AGREED AIMS

- 2.1 CRC and JCU confirm their intention to work collaboratively in accordance with this MOU to achieve the following:
  - a) To work in partnership to foster a learning community;
  - b) To address issues and identify opportunities to undertake research and development beneficial to both parties and/or the wider community;
  - c) To complement and strengthen the capabilities of both parties through sharing knowledge information and resources;
  - d) To develop JCU as the primary higher education facility and research service provider in Far North Queensland and to build a higher education critical mass in the region;
  - e) To enhance informed decision making and governance to deliver better outcomes;
  - f) To act together and with stakeholders to be a repository of regional knowledge and research capacity; and



## MEMORANDUM OF UNDERSTANDING



- g) To work cooperatively and to support one another to identify and secure available funding from a wide range of sources including all levels of Government and other potential external partners and sources.

### 3. RELATIONSHIP BETWEEN THE PARTIES

- 3.1 This MOU is without prejudice and is independent of any other arrangements, which may be entered into with other parties.
- 3.2 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.

### 4. GOVERNANCE ARRANGEMENTS

- 4.1 The Chief Executive Officer for CRC and Vice Chancellor and President for JCU (or nominees) shall meet on a regular basis to ensure appropriate management and review of the MOU.
- 4.2 For the term of this MOU, each party may appoint one of its employees to act as its representative in relation to this MOU (each such employee being a "Representative").

### 5. ROLES AND RESPONSIBILITIES

- 5.1 The roles and responsibilities to be fulfilled by CRC in the context of this MOU are subject to its statutory obligations as local authority for the Cairns Region.
- 5.2 The roles and responsibilities to be fulfilled by JCU in the context of this MOU are subject to its statutory obligations as a University.
- 5.3 The roles and responsibilities will also be defined and will be subject to the requirements and needs for each individual Collaboration Agreement.

### 6. FINANCIAL MANAGEMENT

- 6.1 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.

### 7. REVIEW AND TERMINATION

- 7.1 This MOU commences on the date which the last party signs the MOU ("the commencement date") and, unless terminated, will continue for a period of five years from the date which the last party signs the MOU (Term).
- 7.2 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.
- 7.3 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.
- 7.4 This MOU may be varied or amended by mutual consent of the parties, in writing and such variation or amendment shall become part of this MOU upon giving of that consent. Either party may terminate the MOU by giving of 30 days written notice.

### 8. NON – BINDING AGREEMENT

- 8.1 The parties confirm that the provisions of this MOU are neither legally binding nor enforceable by any party. Nothing in this MOU is intended to conflict with current law or regulations, or any directives of the parties to this agreement. If a provision within this MOU is inconsistent with such authority, then the provision shall be invalid.
- 8.2 In executing this MOU the signatories recognise and accept the roles and responsibilities as identified and outlined for each party. Each of the parties agree to pursue cooperation, open communication, and efficiency in fulfilling their respective roles and responsibilities.



## MEMORANDUM OF UNDERSTANDING

**9. CONFIDENTIALITY**

9.1 The parties may exchange Confidential Information.

9.2 For the purposes of this MOU, "Confidential Information" means information that:

- (a) is by its nature confidential;
- (b) is designated by the parties as confidential; or
- (c) the parties know or ought to know is confidential and includes without limitation the
- (d) terms of this agreement and all information about the parties, their employees, agents, policies and operations which is made available or which becomes known during the term of this agreement or as a result of executing this agreement;
- (e) but does not include information which:
  - i. is or becomes public knowledge other than by breach of this agreement; or
  - ii. has been independently developed or acquired by either party.

9.3 Each party undertakes to treat as confidential all Confidential Information obtained from the other party and undertakes not to divulge any Confidential Information to any person without first obtaining the consent of the other party in writing.

9.4 Each Party will take such reasonable steps to provide for the safe custody of any and all Confidential Information in its possession and to prevent unauthorised access thereto or use thereof.

9.5 At any time upon the written request of a party, the other party must return any documents which embody Confidential Information and must not keep any copies in any form.

**10. MEDIA OPPORTUNITIES**

10.1 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.

**11. SIGNATURES OF PARTIES**

Signed on xx day of xx 2013.

SIGNED for and on behalf of  
JAMES COOK UNIVERSITY by:

SIGNED for and on behalf of  
CAIRNS REGIONAL COUNCIL by:

\_\_\_\_\_  
PROFESSOR SANDRA HARDING  
Vice-Chancellor and President

\_\_\_\_\_  
CR BOB MANNING  
Mayor

In the presence of:

In the presence of:

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Mr Peter Tabulo  
Chief Executive Officer