

ATTACHMENTS TO VARIOUS REPORTS FINANCE & ADMINISTRATION COMMITTEE

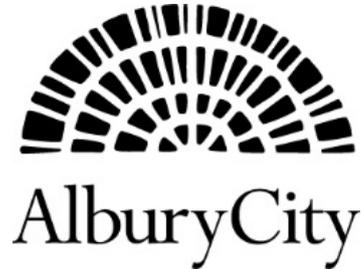
MONDAY 16 JUNE 2014

ATTACHMENT TO FAC 6B – 06/2014

**MEMORANDUM OF UNDERSTANDING TAFE
NSW RIVERINA INSTITUTE, DEAKIN
UNIVERSITY AND ALBURYCITY**

ATTACHMENT 1

**MEMORANDUM OF UNDERSTANDING TAFE
NSW RIVERINA INSTITUTE, DEAKIN
UNIVERSITY AND ALBURYCITY**



Memorandum of Understanding

Deakin University (**Deakin**)

AlburyCity (**Council**)

Riverina Institute (**Riverina**)

Office of the University Solicitor
Deakin University
Geelong Waterfront Campus
1 Gheringhap Street
Geelong Vic 3220
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Facsimile: +61 3 5227 8523
www.deakin.edu.au
[our ref]

Memorandum of Understanding

Parties

Deakin University

ABN 56 721 584 203

a body politic and corporate established pursuant to the *Deakin University Act 2009 (Vic)* of 1 Gheringhap Street, Geelong, Victoria, 3220
(Deakin)

AlburyCity

ABN

553 Kiewa Street, Albury NSW 2640

(Council)

TAFE NSW Riverina Institute

ABN 93 727 663 084

Crn Macleay & Coleman Streets, Wagga Wagga NSW 2650

(Riverina)

AlburyCity envisions being 'a vibrant, safe and welcoming regional city, drawing inspiration and life from its heritage, strategic location and connection to the majestic River Murray' and undertaking 'development that meets the needs of the present without compromising the ability of future generations to meet their own needs'. The AlburyCity community strategic plan seeks to enhance, promote and maintain the built environment, be a leader in health and education services and to promote the City as a major regional economy and the regional city of choice for lifestyle, career and investment opportunities.

Deakin University is the largest provider of higher education to regional Victorians and is seeking to broaden this nationally, and a key higher education provider in central Victoria and is committed to furthering strategic local government and education partnerships to contribute to community growth and sustainability and develop local learning pathways that will better serve students and employers and a global leader in Cloud-based delivery that supports flexible higher education participation by mature age and school leavers.

TAFE NSW Riverina Institute has a vision to inspire regional prosperity and in partnership grow nationally. The institute's purpose is to build the skills, qualifications and employability of people in regional Australia.

- A. This Memorandum of Understanding (**MOU**) sets out the framework for the establishment of a co-operative relationship between the parties. In particular, through their co-operative relationship, the parties aim to:
- a. Actively promote each other's organisations and to work cooperatively to realise strategic objectives where they are complementary.
 - b. Ensure that regular communication between the parties enhances opportunities to collaborate.
 - c. Foster local economic growth and undertake innovative research to enhance the region's economic development.
 - d. Support, and lead where appropriate, a strategy to grow and develop sustainable quality tertiary educational services that increase local access and participation.
 - e. Support a strategy to enhance digital access to higher education for students preferring such access.

- f. Support a pathway partnership between Deakin and Riverina Institute to improve local access to relevant areas of study.
- g. Encourage innovative project collaboration between each organisation to education outcomes.
- h. Enhance the integration of Deakin and Riverina Institute into the region to ensure that the community, business and government agencies can access opportunities for mutual benefit.

B. Effective Date and Duration of MOU

This MOU takes effect on the date the last party signs and will continue for a period of five (5) years.

C. Management and Oversight

As soon as possible after this MOU has come into operation the parties will agree on a strategy for its management and oversight. The agreed strategy could include the following elements:

- a. regular communication between representatives of the parties in relation to this MOU

D. Legal Effect of this MOU

This MOU outlines the framework of a working relationship between the parties. Except as expressly noted, it is not intended to constitute a contract, but is built on goodwill and binding in honour only. No partnership or joint venture is created by this MOU, and neither party can commit the other financially or otherwise to third parties; or restrict in any way working relationships with other parties.

E. Confidentiality

Each party shall keep confidential all information or material acquired or produced in connection with this MOU and shall not without prior written consent use or disclose or otherwise make available this information or material in any form to any person. This provision shall survive the termination or expiry of this MOU.

F. Intellectual Property

Ownership of Intellectual Property shared by the parties pursuant to this MOU will remain with the contributor or creator. All such material should be treated as confidential and not for public circulation unless specifically agreed otherwise by both parties. This provision shall survive the termination of this MOU.

G. Use of Name and Logo

No party shall use the name or logo, or any variation thereof, of the any of the other parties without first obtaining its written consent.

H. Standards of Performance

The parties agree that all obligations under this MOU and any agreement resulting from this MOU shall be performed in a manner protective of and consistent with both parties' reputation for excellence and integrity in education, research and scholarship.

I. Termination

Either party may terminate this MOU by providing a minimum of six months written notice to the other party. The termination of this MOU will not affect any activity or project that is the subject of a further agreement between the parties unless the relevant agreement provides otherwise.

Execution and Date

Date:

Signed for and on behalf of **Deakin University** by its duly authorised officer in the presence of:

.....
Signature of authorised officer

.....
Signature of witness

.....
Name of authorised officer (please print)

.....
Name of witness (please print)

.....
Office held

Date:

Signed for and on behalf of **AlburyCity** by its duly authorised officer in the presence of:

.....
Signature

.....
Signature of witness

.....
Name of authorised person (please print)

.....
Name of witness (please print)

.....
Office held

Date:

Signed for and on behalf of **Riverina Institute** by its duly authorised officer in the presence of:

.....
Signature of authorised officer

.....
Signature of witness

.....
Name of authorised officer (please print)

.....
Name of witness (please print)

.....
Office held

Date:

ATTACHMENT TO FAC 6C – 06/2014

DRAFT SECTION 355 POLICY

ATTACHMENT 1

DRAFT SECTION 355 POLICY

POLICY NAME	<i>Draft Section 355 Policy</i>
DIRECTORATE	Executive

PURPOSE

To implement a policy that identifies how Council exercises its functions under Section 355 of the *Local Government Act 1993* (the Act)

The application of this policy under Section 355 of the Act is designed to:

- i. identify the key responsibilities associated with the establishment and management of a community-based committee of Council; and
- ii. outline the broader involvement of Council with other parties including membership of a Voluntary Regional Organisation of Councils.

SCOPE

This policy applies to all Council officers responsible for determining Council's involvement in functions under Section 355 of the Act.

The Section 355 Committee Policy is supported by a procedure that governs the management responsibilities; the functions and operations of a community facility; and clarifies both the Committee's and Council's role in the partnership. The procedure is an operational document that can be referred to by relevant parties as part of the overall management of the arrangement.

BACKGROUND

Under Section 355 of the Act a function of AlburyCity can be exercised on behalf of Council, and Section 377 allows Council to delegate functions of Council.

Under the Section 355, a function of council may be exercised by council by means of:

- councillors, employees, agents or contractors by financial provision of goods, equipment, services, amenities or facilities or by any other means – clause (a)
- by a committee of the council – clause (b)
- partly or jointly by the council and another person or persons – clause (c)
- jointly with other councils or a delegate of council (including a Voluntary Regional Organisation of Councils of which the council is a member) – clauses (d) and (e).

Obligations under Section 355, clauses (a) and (c) are excluded from this policy

DEFINITIONS

'Section 355 Committee' means a committee appointed by Council for the purpose of managing a facility or function of Council.

'Agreement' means a legal agreement between AlburyCity and a Regional Organisation of Councils or other agent as described in Section 355 of the Act.

CONTENT

1. SECTION 355 COMMITTEE OF COUNCIL

The appointment of committees to perform a function of Council is at the discretion of the Council and requires formal approval by Council in accordance with the provisions of the Act.

Through the provision of support and collaborative arrangements, Council can jointly exercise a function of Council as a way of meeting community needs. Council may appoint community representatives to manage its facilities or functions through a committee of management.

It is important for committees of Council to be aware they are acting on Council's behalf. Legally, the committee is 'Council' and any action the committee undertakes is ultimately Council's responsibility. Council delegates its authority to the committee to act on Council's behalf and Council can withdraw this delegation if deemed necessary.

Under such arrangements the objective of the committee is to provide a service to the community through the care, control and sustainable management of a facility or function.

The committee is to be governed by a charter that describes in detail, the committee's roles and responsibilities, membership obligations, legal issues, guidelines for hiring premises, (if applicable) and all matters relating to risk management and insurance. The charter must also describe the responsibilities of Council in terms of the provision of services, any improvements or maintenance of property arrangements, and details of insurance of assets and public liability.

The management responsibilities, functions and operations of a 355 Committee and AlburyCity's role in such a partnership, must adhere to all relevant Council policies and procedures, including the AlburyCity Code of Conduct.

2. REGIONAL ORGANISATION OF COUNCILS

Section 355 clauses (d) and (e) of the Act identify specific partnerships between Council and another council or councils, or delegate of Council, including by means of a Voluntary Regional Organisation of Council of which the council is a member.

The Act requires Council to enter into a partnership and join in the constitution of a Voluntary Regional Organisation of Councils and enter into an Agreement to jointly provide for the control, regulation and management of the performance of the duties and the exercise of powers as set out in the Agreement.

The objective of such an Agreement with Councils is to provide an effective platform for discussion and action on issues of regional significance and common concern; a consideration of the needs of the people of the region and to advocate those needs to the NSW and Australian Governments to advance the interests of the region; to support other member councils on issues of local concern where appropriate; to strengthen the role of local government in regional affairs; and to co-operate on matters and projects of joint interest.

Such an Agreement is to describe the general powers of the committee, and the powers of officials and staff, details of Council representation, meeting schedules and practices, voting rights, reporting, dispute resolution processes, staffing, insurance obligations and financial management.

AUTHORISATION

Status	Committee	Finance & Administration Committee – 16 June 2014
	Manex	10 June 2014
	Council	Date adopted or not required
Owner	Executive	
History	New Policy	
Register	This policy is included in the Public Policy and Procedures Register.	
Last issued June 2014		Review June 2018
TRIM REFERENCE DOC		