



THE UNIVERSITY
of ADELAIDE

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN:

The University of Adelaide, a body corporate established pursuant to the University of Adelaide Act 1971, having its principal place of business at North Terrace, Adelaide SA 5005 Australia, **ABN: 61 249 878 937 ("University")**

AND

Legatus Group - Central Local Government Region of SA, 155 Main North Road, Clare, South Australia 5453 Australia, **ABN: 34 728 242 315 ("Legatus")**

Background

- A. The University is a distinguished research-intensive university in South Australia, Australia established in 1874 which offers high quality research, postgraduate and undergraduate degree programs with a range of educational and research activities.
- B. The purpose of the Legatus Group is to undertake the co-ordination, advocacy and representation of its 15 member councils. Through the increased facilitation and co-ordination of local government activities relating to economic and community development at a regional level, the object of improving benefits to the communities of the constituent councils.
- C. Legatus and The School of Social Sciences and ACE Research Group, Faculty of Arts will work together under this MOU. The School of Social Sciences and ACE Research Group (Adaptation, Community and Environment Research Group) have strengths in social and applied research, including work with local government and Indigenous communities. Staff bring expertise in community engagement and development of solutions and pathways to address future societal challenges.
- D. The purpose of this MOU is to establish a framework within which co-operation may develop between the Parties and to agree on the following principles under which the Parties may develop activities of mutual interest. This will occur within the context of the regulations and policies of each Party, and subject to available finances and resources.

1. Cooperation

Cooperation between the Parties may include activities such as:

- The development of a strategic research action plan;
- The identification of key priorities with the view to develop and submit research funding applications to the ARC and any other relevant opportunities;
- Development of co-authored publications, communications and dissemination of research findings;
- The identification of students to undertake short term projects and internships;
- Student and staff exchange opportunities including capacity building in identified areas.
- Joint research projects of mutual interest in relation to the advancement of social science and community and environment development;
- Joint research activities, including seminars, conferences and public lectures;
- Joint research funding applications;
- Participation in exchange of PhD and Masters students;
- Exchange of faculty members for research, lectures, and discussions;
- Exchange of academic information and materials; and
- Such other projects for mutual benefit that are agreed upon by both Parties

2. Activities

Any activities or arrangements including specific research collaboration projects that are intended to give rise to legally enforceable rights or obligations will be the subject of separate formal written agreement between the Parties.

Collaborative activities may include but not limited to development of projects that value add, enhance or promote community well-being, sustainability and community engagement and management, including adapting and responding to future challenges such as climate change, food security, and migration/population development.

These collaborative activities are designed to fall within the Yorke Mid North Regional Plan and the Legatus Group Strategic and Business Plans to support opportunities for greater partnerships through research organisations such as Universities which will increase opportunities to build Social Infrastructure, Community Services and Sustainable Economic Development.

3. Liaison

- a) The following representatives, or such other representative as subsequently notified by a Party to the other in writing, will act as liaison officers for this MOU and the activities under this MOU:

For the University:

Dr. Melissa Nursey-Bray

Phone: +61 8 8313 3497

Email: melissa.nursey-bray@adelaide.edu.au

Interim Head of School, Social Sciences

Associate Professor, Geography, Environment and Population

Director, Adaptation, Community Environment (ACE) Research Group

For the Partner:

Simon Millcock

Chief Executive Officer

Legatus Group

Email: ceo@legatus.sa.gov.au

Phone: +61 407 819 000

Office No: +61 8 8842 1385

PO Box 419, Clare SA 5453

- b) The representatives shall meet on a 6 monthly basis or as agreed to discuss the operation of this MOU or any matter relating to the activities under this MOU.
- c) Each Party will endeavour to resolve any difficulties or disagreement in a spirit of co-operation and negotiation at an operational level.

4. Marketing and Publicity

- a) The Parties agree to discuss and agree upon appropriate promotion of the activities undertaken collaboratively under this MOU.
- b) Neither Party may, without prior approval from the other Party or otherwise in accordance with a written agreement between the Parties, imply any endorsement by the other Party of its products or services.
- c) Any use by one Party of the name or logo of the other Party or the other Party's related bodies corporate or affiliates must be in accordance with the other Party's policies and approval processes or otherwise in accordance with a written agreement between the Parties.

5. Confidential Information

- a) Each Party agrees to treat as confidential all information designated as confidential or which by its nature is confidential or which is disclosed in circumstances importing an obligation of confidence (Confidential Information) that is obtained from the other Party in connection with this MOU or activities undertaken pursuant to this MOU and not disclose such Confidential Information except:
 - i. to such of the officers, employees and advisers of the Party as necessary for the performance of this MOU provided that such employees or agents are instructed as to the confidential nature of the information;
 - ii. as may be required by applicable law (in which case, if permitted, prior to disclosure, the Party must consult with the other parties about the form and content of such disclosure); or
 - iii. as the Parties may agree in writing.

- b) This clause 5 does not apply to Confidential Information that is or becomes available in the public domain, is already lawfully known to the receiving Party, or has been independently developed by the receiving Party, other than as a result of a breach by a Party of their confidentiality obligations.
- c) Nothing contained in this MOU or in any disclosures made under this MOU shall create or imply, or be construed as to grant to the receiving Party, any license or other rights in or to the disclosing Party's Confidential Information and/or any intellectual property rights attached thereto, or act as a waiver of any rights that the disclosing Party may have to prevent infringement or misappropriation of any patents, patent applications, trademarks, copyright, trade secrets, know-how or other intellectual property rights owned or controlled by the disclosing Party as at the date of its signing by the last Party.

6. Term

- a) This MOU will come into effect on the date of its signing by the last Party and will guide the Parties' co-operation until terminated in accordance with clause 6(b).
- b) A Party may, by giving 30 days' written notice to the other Party, terminate this MOU.

7. Status of MOU

- a) This MOU records the current level of agreement between the University and the Partner as to the subject matter and is a record of their intention to collaborate with each other.
- b) Other than in respect of the obligations in clauses 4 and 5, this MOU is not intended to be legally binding on the Parties.
- c) Each Party will pay its own costs relating to this MOU or associated with the preparation of any proposals or specific agreements entered into in accordance with this MOU.
- d) This MOU may only be varied by the Parties in writing.

SIGNED for and on behalf of
The University of Adelaide
 by
 Professor Anton Middelberg
 Deputy Vice-Chancellor (Research)

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) Signature
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) Name and position
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) Witness signature and name

SIGNED for and on behalf of
Legatus Group
 by
 Simon Millcock
 Chief Executive Officer

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) 6, 4, 2020
) Signature
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) Simon MILLCOCK CEO
) Name and position
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) Witness signature and name

Allison Millcock