

Partnership Agreement

Dated 25 February 2008

**The Crown in Right of Tasmania
("The Crown")**

and

**The University of Tasmania
("The University")**



Partnership Agreement

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Schedule 1 – Partnership Projects

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Partnership Agreement

Details

Parties	The Crown & the University of Tasmania	
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Crown	Name	The Crown in Right of Tasmania, represented by the Department of Premier and Cabinet (“Crown”)
	Address	Executive Building, 15 Murray Street, Hobart, Tasmania 7000
	Telephone	(03) 6233 3279
	Fax	(03) 6233 8609
	Attention	Evan Rolley

University of Tasmania	Name	University of Tasmania
	Incorporated	By virtue of the <i>University Act 1992</i>
	Address	Private Bay 51, Hobart TAS 7001
	Telephone	(03) 6226 2003
	Fax	(03) 6226 2001
	Attention	Professor Daryl Le Grew

Recitals	A	The University of Tasmania and the Crown are committed to the continuation and development of the University as a teaching and research institution essential to the sustainable development of Tasmania.
	B	The Parties have previously entered into two partnership agreements and continue to work collaboratively to achieve shared outcomes.
	C	The Parties agree that there are benefits in continuing the co-operative arrangements established by those agreements in order to progress the economic, social, cultural, intellectual and environmental development of Tasmania.
	D	On 22 November 2007 the Premier of Tasmania, the Hon Paul Lennon MP, and the Vice-Chancellor of the University, Professor Daryl Le Grew signed a Memorandum of Understanding agreeing to enter into a partnership agreement for the period 2008-2010, the aim of which is to provide a framework for a productive and open relationship between the University and the Crown.

Date of agreement	25 February 2008
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General Terms

1 Definitions and interpretation

1.1 Definitions

In this Agreement unless the contrary intention is expressed:

“**Cabinet**” means the Cabinet of the Tasmanian Government;

“**Confidential Material**” means material that is confidential by virtue of a law of the State or of the Commonwealth or material that is identified by a Party as being confidential;

“**Crown**” includes the Crown’s employees, authorised sub-contractors and agents;

“**Intellectual Property**” means all copyright, patents, registered and unregistered trademarks, registered designs, trade secrets and know-how and all other intellectual property rights resulting from intellectual activity;

“**Partnership**” means the partnership between the University of Tasmania and the Crown created by virtue of clause 2.1;

“**Partnership Agreement**” means this Agreement including all schedules;

“**Partnership Management Group**” refers to the body established pursuant to clause 3.1(a);

“**Partnership Material**” means any material created by the Parties for the purpose of this Agreement, including, but not limited to, documents, information and data stored by any means;

“**Partnership Objectives**” means the objectives set out in clause 2.2;

“**Partnership Project**” means the projects set out in Schedule 1 to the Agreement or that the Partnership Management Group agrees are Partnership Projects pursuant to clause 6.2;

“**Priority Areas**” mean those areas referred to in clause 5;

“**University Council**” means the Council established by the *University of Tasmania Act 1992*.

1.2 Interpretation

In this Agreement, unless the contrary intention is expressed:

- (a) a reference to this Agreement includes its schedules, appendices, annexures and attachments, and any variation or replacement of any of it as agreed by the Parties;
- (b) the singular includes the plural and conversely;
- (c) a reference to a person includes:
 - (i) an individual, a firm, a body corporate, an unincorporated association or a statutory or responsible authority or other authority, as constituted from time to time; and
 - (ii) the person's executors, administrators, successors and permitted assigns;
- (d) a covenant forbidding a person from doing something, also forbids that person from authorising or allowing another person to do it;
- (e) a reference to anything (including an amount) is a reference to all or any part of it, and a reference to a group of persons is a reference to any one or more of them;
- (f) a reference to a clause, paragraph, schedule, annexure or appendix, is a reference to a clause, paragraph, schedule, annexure or appendix in or to it;
- (g) words or phrases derived from a defined word have a corresponding meaning to the defined word;
- (h) an uncertainty or ambiguity in the meaning of a provision is not to be interpreted against a party only because that party prepared the provision; and
- (i) headings are included for convenience only, do not form part of it, and are not to be used in its interpretation.

2 The partnership

2.1 Partnership created

The Parties agree to form a partnership to achieve the Partnership Objectives.

2.2 Partnership objectives

The objectives of the partnership are to:

- (a) Provide a framework for a productive and open relationship between the University and the Crown;

- (b) Increase collaboration on and co-investment in research that will have economic, social and environmental benefits for Tasmania;
- (c) Promote greater innovation and commercialisation of research as a driver for economic development and employment in Tasmania;
- (d) Achieve greater recognition of Tasmania's expertise, innovation and services in the national and international marketplaces; and
- (e) Develop innovative policies and ways of working in the areas of education, training and workforce needs to improve Tasmania's productivity.

2.3 Partnership to be a single vehicle for major undertakings

The Parties agree that the development and endorsement of all major new activities to be undertaken jointly by the Parties, will be managed, in the first instance, through the Partnership.

3 Partnership Management Group

3.1 Partnership Management Group established

- (a) The Parties agree to establish a Partnership Management Group to manage the partnership.
- (b) The Partnership Management Group shall be comprised of:
 - (i) Up to five persons nominated by the University of Tasmania, one of which shall be the Vice-Chancellor of the University or his delegate;
 - (ii) Up to five persons nominated by the Crown, one of which shall be the Secretary, Department of Premier and Cabinet, or his delegate; and
 - (iii) Other persons, from time to time, agreed between the Parties.

3.2 Responsibilities of the Partnership Management Group

The Partnership Management Group will be responsible for:

- (a) Agreeing the framework within which the Parties may submit proposed projects to the Partnership Management Group;
- (b) Assessing projects proposed by the Parties against the criteria set out in clause 6.2 and agreeing projects to be Partnership Projects for the purposes of the Agreement;

- (c) Establishing appropriate governance and reporting structures for Partnership Projects;
- (d) Monitoring the progress of Partnership Projects against agreed performance indicators;
- (e) Reporting, via its relevant members, to Cabinet and the University Council on the progress of Partnership Projects in meeting the Partnership Objectives;
- (f) Reviewing the Priority Areas, from time to time, as necessary;
- (g) Developing and maintaining protocols for funding of Partnership Projects;
- (h) Developing and maintaining protocols for the communication of information between the Parties;
- (i) Developing and maintaining protocols by which the Parties may request funding or support in kind for new proposals;
- (j) Resolving disputes arising under the Agreement;
- (k) Identifying further opportunities for collaboration in support of the Priority Areas and Objectives;
- (l) Operating as an enabling and problem-solving group in relation to issues and initiatives of joint interest; and
- (m) Discussing issues of joint interest to the Parties.

3.3 Operation of the Partnership Management Group

The Parties agreed that the Partnership Management Group will operate as follows:

- (a) The Chair of the Partnership Management Group shall rotate between the Parties on an annual basis, commencing with the Crown;
- (b) The provision of secretariat support shall rotate between the Parties with the Chair;
- (c) The Partnership Management Group shall meet at least three times per year;
- (d) An agenda, agreed between the members of the Partnership Management Group shall be circulated prior to the meeting;
- (e) Minutes of each meeting shall be kept that record the outcomes of the meeting, including actions arising from the meeting, who is responsible for completing the actions and the timeframes in which the actions are to be completed;

- (f) Meetings of the Partnership Management Group shall only proceed if there is a quorum of four members, with at least two from each Party;
- (g) Decisions shall be made by the majority.

4 Term of the partnership

4.1 Term

The partnership commenced on the twenty fifth day of February 2008 and will finish on the thirty first day of December 2010.

4.2 Extension of the partnership

The partnership may be extended by agreement between the Parties.

4.3 Achievement of the partnership objectives

The Parties agree to work together over the life of this agreement to develop and deliver Partnership Projects in the Priority Areas to achieve the objectives.

5 Priority areas

The Parties agree the following Priority Areas, through which they will achieve the Partnership Objectives:

(a) Health

Improving the health of Tasmanians through preventative health, promoting healthy lifestyles and development of the health workforce.

(b) Education

Lifting educational achievement, workforce participation and productivity in Tasmania for a prosperous future, including literacy and numeracy and workforce participation.

Developing and promoting the skills and knowledge of the Tasmanian community for the economic, social and cultural advancement of the State.

(c) Antarctic and marine studies

Expanding Tasmania's substantial marine and Antarctic research base as a platform for gaining additional benefits from the State's advantages in this field. Establishment of an Institute of Marine and Antarctic Studies.

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|--------------------|---|
| (d) Climate change | Promoting a practical understanding of the impacts of climate change. Taking practical measures to reduce Tasmania's greenhouse footprint and translate research into solutions to climate change issues. |
| (e) Island culture | Building on Tasmania's unique island identity for a range of projects in areas such as the creative industries and urban renewal. |

5.2 Amendment of priority areas

The Priority Areas may be amended by the Partnership Management Group by agreement.

6 Partnership projects

The Parties agree to work together to develop and deliver projects within the Priority Areas that progress the Partnership Objectives.

6.1 Agreed partnership projects

The Parties agree that projects specified in Schedule 1 and detailed in Schedule 2 are Partnership Projects for the purposes of the Agreement.

6.2 Agreement of partnership projects

The Partnership Management Group may agree that a project proposed by either Party, additional to those referred to in clause 6.1, is a Partnership Project for the purposes of the Agreement where the proposed project:

- (a) Directly supports the key Partnership objectives and Priority Areas;
- (b) Builds on Tasmania's existing strengths – in particular those where UTAS and State Government have a substantial stake;
- (c) Has potential to provide a significant benefit to Tasmania with outcomes that can be measured within the timeframe of the Partnership Agreement;
- (d) Can be developed and implemented as a tangible project with clear accountability and responsibilities; and
- (e) Supports a joint commitment by UTAS and the Government that forms part of an overall package of initiatives representing a balanced contribution by both Parties to the Partnership Objectives.

6.3 Amendment of partnership projects

Partnership Projects may be amended by the Partnership Management Group by agreement.

6.4 Best endeavors to execute partnership projects

- (a) The Parties agree to use their best endeavors to deliver the partnership projects within the agreed timeframe and resources;
- (b) The Parties agree to provide regular reports to the Partnership Management Group on the performance of the Partnership Projects against the agreed performance indicators.

7 Partnership Material

7.1 Title to, and property in, Partnership Material

The title to, and property (including all Intellectual Property) in, all Partnership Material vests in both the University of Tasmania and the Crown upon its creation.

7.2 Third party rights in Partnership Material

Each Party must inform the other Party, through the Partnership Management Group of any Partnership Material in which third parties hold the Intellectual Property and any conditions or limitations attaching to the use of that Partnership Material as a result of the Intellectual Property. The Parties must use Partnership Material only under the conditions and limitations to which it is subject.

8 Confidentiality

8.1 Parties may disclose partnership agreement provisions

Subject to clause 8.3 either Party may publish all or any part of this Agreement without reference to the other.

8.2 Parties may disclose Partnership Material and outputs

Subject to clause 8.3, the Parties may publicly disclose, on the Internet, in reports or otherwise, all or part of the Partnership Material including the reports, documents or other outputs of the Partnership with the agreement of the Partnership Management Group.

8.3 Parties must not disclose Confidential Material

The Parties must not publicly disclose, or use for a purpose other than this Agreement, any information or material acquired or produced in connection with, or by performing, this Agreement,

which has been identified as being confidential (“Confidential Material”) unless:

- (a) the Confidential Material is available to the public generally, other than by breach of this Agreement;
- (b) a law requires the Parties to disclose, file, record or register something that includes Confidential Material;
- (c) disclosure is necessary or advisable to get a consent, authorisation, approval or licence from a governmental or public body or authority;
- (d) it is necessary or advisable to disclose the Confidential Material to a taxation or fiscal authority;
- (e) the Confidential Material is disclosed confidentially to professional advisers:
 - (i) to get professional advice about this Agreement; or
 - (ii) to enforce this Agreement; or
- (f) the Partnership Management Group agrees.

8.4 Parties’ employees to comply

The Parties must ensure that employees who have access to Confidential Material are aware of, and comply with, all confidentiality obligations affecting it.

8.5 Privacy obligations preserved

Nothing in this clause derogates from a Party’s obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

9 Resolution of disputes

- (a) A dispute only arises when it has been formally notified to the Partnership Management Group.
- (b) If a dispute arises between the Parties under the Agreement (except in the case of action required to be taken under statute, or where an urgent interim determination is sought) the Parties agree that in the first instance they will attempt to resolve it through the Partnership Management Group.
- (c) If the Partnership Management Group cannot resolve the dispute, then the Parties must refer the matter for resolution by a person of appropriate qualifications and experience agreed between them.

- (d) That person's decision, including any decision as to his or her costs, is to be final and binding on the Parties.

Signing page

Dated: 25 February 2008

Signed for and on behalf of **The
Crown in Right of Tasmania** by
the Honourable Paul Anthony
Lennon MP, Premier of Tasmania

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Signature

Signed for and on behalf of the
University of Tasmania
By Professor Daryl Le Grew, Vice-
Chancellor

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Signature

Schedule 1 – Partnership Projects

- 1. Literacy and Numeracy:
Lifting performance through
teacher quality**

Building stronger partnerships between the University of Tasmania (UTAS) and the Department of Education (DoE) to better prepare beginning teachers as literacy and numeracy teachers and to improve professional learning for experienced teachers.
- 2. Institute of Marine and
Antarctic Studies**

Building on Tasmania's strengths in the marine and Antarctic field by establishing an Institute to bring together a number of the University's marine and Antarctic specialists.
- 3. University Education for
Police Officers**

Extending the strategic partnership that has seen the development of undergraduate and post graduate Police Studies courses and the creation of the Tasmanian Institute of Law Enforcement Studies (TILES).
- 4. Framework for Action on
Climate Change**

A consultancy through the University to produce a *Framework for Action* for the Tasmanian Government as a guide for substantially reducing greenhouse gas emissions from the Tasmanian Government.
- 5. Commercialisation of
Intellectual Property
generated by the public
sector**

A cooperative approach to the commercialisation of intellectual property generated by the public sector in Tasmania, including an assessment of the level of demand and best models for support of commercialisation activity across the University, Government and the broader research sector.

6. A flexible and sustainable health workforce for Tasmania

Joint development of a health workforce strategy deliver a flexible and sustainable health workforce for Tasmania.

Expand primary health teaching capacity by developing the Clarence Community Health Centre as a primary health clinical education facility.

7. Tasmanian International Adventure Film Festival

An annual film Festival aimed at increasing awareness of Tasmania as an adventure and environmental destination through international publicity exposure. The Festival will underpin Tasmania's reputation and appeal as an adventure island.

8. Creating Knowledge to Support Tasmania's Sustainable Future

A program of 2 to 3 doctorate scholarships focusing on Tourism Tasmania and DEPHA's portfolio areas and their potential to contribute to Tasmania's social, economic and/or environmental sustainability.