

ORDINARY MEETING OF COUNCIL TO BE HELD TUESDAY 9 SEPTEMBER 2014

CL06

MEMORANDUM OF UNDERSTANDING - CHARLES STURT UNIVERSITY, TAFE NSW RIVERINA INSTITUTE AND GRIFFITH CITY COUNCIL

ATTACHMENTS

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(a) Copy of Report that went to Council on 25 March 2014

COPY ONLY - REPORT 25 MARCH 2014

GRIFFITH CITY COUNCIL
REPORT

CL09

SUBJECT: **UPDATE ON WESTERN RIVERINA HIGHER EDUCATION PROJECT AND REGIONAL UNIVERSITY STUDY CENTRE**
FROM: Neil Southorn, Director Sustainable Development

SUMMARY

This report is provided to Council in response to a question raised by Councillor Thorpe at the Ordinary Meeting held on 11 February 2014.

The Western Riverina Higher Education Project is aimed at enhancing tertiary education opportunities in the Western Riverina region of NSW. The project is driven by Charles Sturt University (CSU), TAFE NSW Riverina Institute (Riverina Institute) and Griffith City Council. The Regional University Study Centre is located on the Institute premises in Griffith.

A tri-partite Memorandum of Understanding (MoU) was signed by CSU, Riverina Institute and Griffith City Council in 2007. The MoU formalised an agreement between the three organisations to actively participate and cooperate in support for the broader planning and growth of Griffith by developing opportunities for higher education for Griffith and the Western Riverina. The MoU is currently being reviewed.

CSU is also transitioning toward a new model of Outreach Centre with a somewhat different role to expand their footprint and service level to distance education students in regional areas, and it is possible that CSU will seek to change the current Regional University Study Centre into an Outreach Centre.

RECOMMENDATION

Council continue to explore options that sustain a higher education presence in Griffith.

BACKGROUND

The participation rate in higher education in the Western Riverina has increased between 2006 and 2011 (refer Attachment A). However, there is still room for improvement when compared to NSW, regional NSW and the Government target of 40% participation in the 25 - 34 age group. The key aim of the Western Riverina Higher Education Project is to provide flexible and innovative education options for tertiary education in the region, thereby increasing higher education participation and the social and economic benefits this brings to the region. A timeline of Project milestones is in Attachment B.

The project is funded by Charles Sturt University. In-kind support is provided by Riverina Institute and Griffith City Council. A key factor in the model is the use of the infrastructure at Riverina Institute to provide access to CSU's services. Project Officer/Study Centre Coordinator, Anne Lyons, works with the partners to identify and implement strategies for increasing participation in higher education in Griffith and the Western Riverina, particularly those identified in Project Strategic Plan. The project partners meet quarterly with Ms Lyons to discuss the strategic direction for the project.

The higher education sector has been placed under significant financial strain recently with Federal Government budget cuts expected to the sector to the tune of \$2.3 billion, with CSU facing a funding cut of \$6.3m, however both institutions have reaffirmed their commitment to the Project and continue to provide support at least in the short term.

Pathway programs from TAFE to University are an important component of the model as they enable students to undertake all or most of their study in Griffith (face-to-face or by distance education). Key achievements of the project to date are:

- Twenty nine graduates in the integrated Business program (Diploma to Degree program).
- Approximately 31 percent of each TAFE Diploma of Nursing cohort continues directly to university.
- Approximately 20 percent of each TAFE Diploma of Children's Services cohort continues directly to university.

This project was the first of its kind for CSU and has since been implemented in other regional areas such as Parkes. CSU is implementing an expanded Outreach network and is presently in discussions with the partners on if and how any changes to the centre at Griffith might be accommodated.

Other regional areas have adopted different models, such as the Cooma Universities Centre which is funded by the Snowy Hydro Ltd and Cooma Council and offers supported learning for students from a number of universities.

Components of the Higher Education model for Griffith

Formalised Pathway Options

From 2014 all pathway programs at Griffith campus will be offered as articulated programs where students will complete their TAFE studies first and then enrol in a CSU degree. Students are able to complete their CSU degrees by distance education or at a CSU campus (depending on the course). With technological advances and excellent support for students, distance education is a convenient mode of study, allowing students to gain a university education and continue to live in Griffith if they prefer due to family, cultural or personal reasons.

The programs available for study are:

- **Nursing:** The TAFE Diploma of Enrolled Nursing was first offered at Griffith campus of Riverina Institute in 2010 and is currently up to its 9th cohort of students. Two cohorts commence each year. These students stem from a variety of locations, including Griffith, Leeton, the area around Wagga Wagga and overseas, approximately 31% of students continue on to university study, most of these with CSU.
- **Children's Services:** The TAFE Diploma of Children's Services is a popular course with TAFE students and is an excellent pathway to the CSU Bachelor of Education (birth to five years). These students are generally from Griffith. Approximately 20% of students continue on to university study with CSU. However, most of the students work for several years before they commence their university study.
- **Business Studies:** This pathway program was offered from 2004 to 2014 as an integrated program where students were co-enrolled in TAFE and CSU. Twenty nine people graduated in the integrated Business program, most of whom have stayed in the area and made important professional contributions to the local community. The program was reviewed last year and with dwindling numbers it was decided to offer it as an articulated program where students complete their TAFE qualifications and then enrol in CSU (bringing it into line with the Nursing and Children's Services programs).
- **Other business degrees such as Bachelor of Business (Human Resources):** Discussions are currently underway between CSU and Riverina Institute to formalise these pathways.

The possibility of offering local government studies has been examined and will be kept on the agenda. However, CSU does not currently offer programs in this discipline.

Incentives to Transition from TAFE to CSU

- *Guaranteed university entry into most CSU undergraduate courses for anyone who has completed a TAFE Diploma or Advanced Diploma.*
- *Credit for relevant study. Excellent credit is available for TAFE graduates, including for the following programs offered at Griffith campus:*
 - *Bachelor of Education (birth-five): Diploma graduates receive credit for 16 subjects or half of the four year degree.*
 - *Bachelor of Nursing: Diploma graduates receive credit for eight CSU subjects or 12 months reduction in a three year full time degree.*
 - *Bachelor of Business Studies: The credit arrangements are currently under review.*
- *Scholarships specifically for TAFE students, for example CSU offers 24 x TAFE to University Scholarships valued at \$2500 each.*

Distance Support Service

CSU introduced the distance support outreach service in 2012 with the aim of addressing the isolation felt by many distance education students. Elements of the service include academic support at the Regional University Study Centre (provided by Anne Lyons), visits by the outreach academic support team and specialist CSU staff (such as librarians), CSU computers with wi-fi, and access to the support team through skype and social media. The initiative was originally piloted in Griffith, Parkes and Broken Hill and has now been expanded to other areas.

Assistance to Prospective Students

Students are able to obtain assistance to apply for their course and for scholarships. This is a very useful service as many students find the application process daunting and it can be complicated as some applications are made directly to CSU and others through the University Admissions Centre.

Improvement in Communication with Current and Prospective Students

Communication with prospective students has been greatly enhanced during the last few years, through ongoing promotion including:

- *2 x CSU information days at the Griffith campus each year*
- *Presentations to Year 12 students at all local high schools*
- *Participation in annual Tertiary Information Expo*
- *Regular contact with TAFE teachers and classes*
- *Regular contact with school Careers Advisors, including hosting several meetings of the regional Careers Advisors Network*
- *Regular contact with distance education students*
- *Regular contact with Human Resources managers in local organisations*

Other CSU Initiatives

- *CSU SPiCE program (Specialist Integrated Community Engagement). This project involves placing allied health students with local organisations for placements. Now up to its second year, one student from the first round accepted a position in Griffith after her placement.*

Revised MoU

With the passage of time, CSU in particular is wishing to revisit the MoU to better reflect the current operating environment and to not limit collaboration in other areas of activity.

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A copy of the current MoU is provided as Attachment C. The principles and components of a revised MoU have been discussed between the parties with a view to a simple non binding statement of intent to collaborate in various ways to facilitate higher education participation. When finalised, the amended MoU will be presented to Council for concurrence.

Possible Outreach Centre for Griffith

CSU are implementing an extensive network of Outreach Centres and are considering such a Centre for Griffith as a substitute for the existing Study Centre. The purpose is to increase the level of contact with CSU external students in the catchment, regardless of their course of study or pathway via the Riverina Institute, and to intervene as required if students are identified at risk of discontinuing, linking with the variety of support services that CSU provides to students. This model has both similarities and differences to the current Study Centre and role of the Project Officer/Study Centre Coordinator, with the parties in discussion about if, when and how it might be rolled out in Griffith, including the Outreach Officer being an employee of CSU.

CSU are unable to commit to resourcing an Outreach Centre beyond 12 months, given the source of funding is expected to be cut from the Federal Government budget. This leaves some uncertainty in the future of a Study Centre at Griffith beyond the short term and it would be prudent of Council to consider alternative ways to facilitate higher education participation and ensure a sustained higher education presence in the City.

OPTIONS

Not applicable, information report only.

STATUTORY IMPLICATIONS

a) Policy Implications

Policy None

It is a long standing position of Council that higher education opportunities for the people of Griffith be supported.

b) Financial Implications

None

None. Griffith City Council makes an in-kind contribution to this project but no financial contribution.

c) Legal/Statutory Implications

None

Griffith City Council has signed a Memorandum of Understanding to actively participate and cooperate in support for the broader planning and growth of Griffith by developing opportunities for higher education for Griffith and the Western Riverina.

(d) Environmental Implications

Not Applicable.

(e) Community Implications

The Western Riverina Higher Education Project has significant implications in the community as participation in higher education is an integral component of economic and community development.

The project is linked to improved school leaver participation rates, increased opportunities for tertiary education for the mature aged, provision of skilled professionals for the workforce, and increased opportunities for those unable or not wishing to leave home for further study due to financial, cultural or personal reasons. Additionally, there is a continued need for this project as people from regional and remote areas remain under represented in higher education.

CONSULTATION

Western Riverina Higher Education Project partners and Project Officer
Senior Management Team

STRATEGIC LINKS

a) Growth Strategy Plan

None

Not Applicable

b) Corporate/Business Plan

Corporate Plan None

Growing Griffith 2030 – Community Strategic Plan: L3.1, D5.4
Western Riverina Higher Education Project Strategic Plan 2013-15
Western Riverina Higher Education Project Marketing/Communication Plan 2013-2014

ATTACHMENTS

- (a) Educational Qualifications by Region, State, Country 2011 and 2006
- (b) Timeline for Higher Education in the Western Riverina
- (c) Current MoU

COPY ONLY - ATTACHMENT (A) TO REPORT 25 MARCH 2014 - EDUCATIONAL QUALIFICATION

(a) Educational Qualifications by Region, State, Country 2011 and 2006

(a) Educational Qualifications by Region, State, Country 2011 and 2006

HIGHEST EDUCATION QUALIFICATION ACHIEVED BY PERCENT OF POPULATION

Qualification level	2011				2006			
	Western Riverina %	NSW Regional %	NSW %	Australia %	Western Riverina %	NSW Regional %	NSW %	Australia %
Bachelor degree or higher	8.7	12.4	19.9	18.8	7.7	10.4	16.5	15.6
Advanced Diploma or Diploma	4.9	7.1	8.3	8.0	4.2	6.2	7.4	7.1
Vocational	19.5	22.1	17.7	18.1	17.8	20.1	16.8	16.7
No qualification	54.0	46.8	42.8	44.1	56.5	50.3	45.5	47.5
Not stated	13.0	11.7	11.4	11.0	13.8	13.0	13.8	13.1
Total persons aged 15+	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0

Source: Profile.id (2011). Community Profile Western Riverina Region, 26. Retrieved from <http://profile.id.com.au/assets/profile/western-riverina/PDF/Western%20Riverina%20Region.pdf>
 Profile.id (2011). Community Profile, 1. Retrieved from: <http://profile.id.com.au/australia/qualifications?WebID=100>


Please note Profile.id does not include Hay within the boundaries of the Western Riverina.

(b) Timeline for Higher Education in the Western Riverina


TIMELINE FOR HIGHER EDUCATION IN THE WESTERN RIVERINA

2001	The Western Riverina Higher Education working Party established to drive a project analysing the need for tertiary education in Western Riverina (Higher Education Needs Analysis was undertaken by CSU's Centre for Rural Social Research)
2002	Results presented for public release and used to develop a higher education funding model to canvas the Commonwealth and State Governments for funding.
2003	NSW Department of State and Regional Development grant made to Riverina Regional Development Board and Western Riverina Higher Education working Party to promote Bachelor of Business Studies
2003	Launch of partnership and Bachelor of Business program, tree planting – acknowledging the partnership – John Dal Broi (Chairman Riverina Development Board), Jim Brayne (Western Riverina Higher Education Working Party)
2004	The Western Riverina Higher Education Reference Group was established to replace the working party – aimed at providing high level strategic advice and support to TAFE NSW Riverina Institute for the development of tertiary education opportunities in Griffith. Prof Ross Chambers, Cr Joe Burns, Tony McBride, Anna Stephenson, Adele Dean, Graeme Knott, Stephen Joyce, Peta Beelan, Peter Brabin, Geoff Hipkins, Rosemary Campbell, John Davis, Leonard Fritz, Will Mead, and Noel Hicks. Stephen Joyce chaired the group.
2004	First intake of integrated Business Studies Program (consisting of Advanced Diploma in Business Studies and Bachelor of Business Studies degree – 30 students in first cohort)
2007	A tri-partite Memorandum of Understanding was signed to formalise an agreement between the three organisations to actively participate and cooperate in support for the broader planning and growth of Griffith by developing opportunities for higher education for Griffith and the Western Riverina. At this time the reference group was disbanded and strategic direction for the program was provided by the three partner organisations.
2008	Project Officer for Western Riverina Higher Education Project commenced.
2008	Business breakfast held at Gemini Hotel to promote the integrated Business program and re-engage local industry. Attended by 100 people.
2008	CSU and RI signed a Statement of Intent in November 2008 for the development of Collaborative Learning Pathways to establish jointly developed integrated degree/diploma programs in Nursing and Early Childhood.
2009	Griffith's first postgraduate program began in Semester 1 with the commencement of the Graduate Certificate in Management (Professional Practice) operated by the Australian Graduate Management Consortium (joint initiative of CSU and TAFE NSW).
2009	Western Riverina Higher Education Project Strategic Plan 2009-2010 adopted.
2009	Bradley Review of Australian Higher Education highlights the Western Riverina Higher Education Project as a means of providing flexible and innovative higher education services in a regional area.

(c) Current MoU



CHARLES STURT
 UNIVERSITY




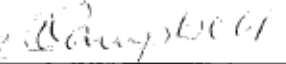

TAFE
 NSW
 RIVERINA INSTITUTE

MEMORANDUM of UNDERSTANDING BETWEEN CHARLES STURT UNIVERSITY, TAFE NSW RIVERINA INSTITUTE AND GRIFFITH CITY COUNCIL

Statement of Intent
 Griffith City Council (GCC), TAFE NSW Riverina Institute (TAFE RI) and Charles Sturt University (CSU) agree to actively participate and cooperate in support for the broader planning and growth of Griffith by developing opportunities for higher education for the communities of Griffith and the Western Riverina.

Key Objectives

1. To develop a strategic plan to establish and promote a sustainable model for tertiary education in Griffith and the Western Riverina, including consideration of the following:
 - a. Development in Griffith of research and postgraduate programs linked to CSU Centres of Excellence in the Wine & Grape Industry and Water Management.
 - b. Delivery of CSU degree programs that integrate and/or articulate with TAFE RI Certificate IV, Diploma and Advanced Diploma programs available in Griffith and the Western Riverina.
 - c. Attraction of students from Griffith and the Western Riverina areas and also from the broader regional, national and international markets by:
 - i. Researching, selecting and developing distinctive programs in areas of high and/or unmet demand for both markets.
 - ii. Developing market-specific promotional strategies and resources to attract students to joint TAFE RI and CSU programs.
 - iii. Tapping the industry and community capacity to support employment and career development.
 - d. Establishment of Griffith as the key centre for improving participation in Higher Education in the Western Riverina.
2. To collaborate in identifying, seeking and where possible acquiring the necessary resources to establish the infrastructure necessary to support a sustainable model for tertiary education in Griffith and the Western Riverina.
3. To promote the CSU University Study Centre presence in Griffith with signage and advertising in collaboration with TAFE RI.
4. To establish a Coordinating Group comprising of 2 senior representatives (or their delegate) from each organisation to coordinate and drive the implementation of the MoU.

 Lawrie Willett AO Chancellor Charles Sturt University 21/07/2001 (date)	 Rosemary Campbell Institute Director TAFE NSW Riverina Institute 21/9/01 (date)	 Bernadino Zappacosta Mayor Griffith City Council 27/9/01 (date)
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Charles Sturt University

TAFE NSW Riverina Institute

Griffith City Council

Memorandum of Understanding

for Cooperation

Schedule 1 - Memorandum of Understanding Details

This Memorandum is made up of this Schedule and the Agreed Principles.

Item 1	Parties	<p>Charles Sturt University (ABN 83 878 708 551) being a university incorporated in New South Wales under the <i>Charles Sturt University Act 1989</i> and having its registered office at The Grange, Panorama Avenue, Bathurst, NSW 2795 (CSU)</p> <p>TAFE NSW Riverina Institute (93 727 663 084) of Macleay St, Wagga Wagga NSW 2650 (RI)</p> <p>Griffith City Council (81 274 100 792) of 1 Benerembah St., Griffith NSW 2680 (GCC)</p>	
Item 2	Commencement Date	10 March 2014	
Item 3	CSU Coordinating Officer	Name:	Julia Coyle
		Position:	Dean of Students
		Division:	Office of the Dean of Students
		Organisation:	Charles Sturt University
		Address:	Boorooma Street, Wagga Wagga, NSW 2678
		Telephone:	+ 61 2 69334970
		Email:	Deanofstudents@csu.edu.au
Item 4	Cooperating Institution Coordinating Officer (RI)	Name:	Damien Ryan
		Position:	Manager, Higher Education and International programs
		Division:	Business Community & Partnerships
		Organisation:	TAFE NSW Riverina Institute
		Address:	Macleay St, Wagga Wagga NSW 2650
		Telephone:	02 60 582923
		Email:	Damien.ryan5@tafensw.edu.au
Item 5	Cooperating Institution Coordinating Officer (GCC)	Name:	Neil Southorn
		Position:	Director
		Division:	Sustainable Development
		Organisation:	Griffith City Council
		Address:	1 Benerembah St., Griffith NSW 2680
		Telephone:	6962 8149
		Email:	Neil.Southorn@griffith.nsw.gov.au

Execution

The signatories hereby personally warrant that they have express and sufficient legal authority to execute this Memorandum (which includes any attached Agreed Principles) on behalf of the party on whose behalf they have signed.

SIGNED for **CHARLES STURT UNIVERSITY** in)
the presence of)
)

Signature

Signature of witness

Professor Andrew Vann
Vice-Chancellor and President

Name and position of witness (print)

Date signed

Date signed

SIGNED for **TAFE NSW RIVERINA INSTITUTE**)
in the presence of)
)

Signature

Signature of witness

Kerry Penton
Institute Director

Name and position of witness (print)

Date signed

Date signed

SIGNED for **GRIFFITH CITY COUNCIL**
in the presence of

)
)
)

Signature

Signature of witness

John Dal Broi
Mayor, City of Griffith

Name and position of witness (print)

Date signed

Date signed

Statement of Intent

Griffith City Council, TAFE NSW Riverina Institute and Charles Sturt University agree to actively participate and cooperate in support for the broader planning and growth of Griffith by identifying and developing opportunities for higher education for the communities of Griffith and the Western Riverina.

Agreed Principles – Memorandum of Understanding

1 Principles of Cooperation

- (a) The three parties wish to facilitate cooperation in one or more of the following areas and agree to work together in good faith with a view to carrying out and fulfilling these aims to enhance academic and socioeconomic opportunities in the Griffith region:
 - (i) the development of collaborative projects and programs;
 - (ii) the organisation of joint activities, such as courses, conferences, seminars, symposia or lectures;
 - (iii) the promotion of artistic and cultural activities;
 - (iv) the exchange of staff in appropriate areas;
 - (v) the articulation of students to the respective educational programs of the parties by students of the other party;
 - (vi) the recognition of advance standing for entry to the respective programs of the parties by students of the other party;
 - (vii) the development of staff development programs;
 - (viii) the exchange of information, publications and other materials of common interest;
 - (ix) programs to improve awareness of educational developments and opportunities in Schools, TAFE and higher education; and
 - (x) such other areas of cooperation as may be agreed between the parties.
- (b) Cooperative activities under this Memorandum may include any of the academic disciplines/work areas of CSU and the Cooperating Institutions.

2 Term and termination

- (a) This Memorandum commences on the date specified in Item 2 of Schedule 1 to this Memorandum and ends five (5) years from that date.
- (b) Any party may terminate this Memorandum at any time and for any reason with immediate effect by giving written notice to the other parties.
- (c) Termination or expiry of this Memorandum is not intended to affect any rights or obligations under any formal agreement entered between the parties pursuant to this Memorandum or otherwise.

3 Exceptions to non binding nature of this Memorandum

With the exception of this clause and clauses 9 (Confidentiality), 10 (Privacy) and 11 (Public Announcements), this Memorandum merely constitutes a statement of the mutual intentions of the parties with respect to its contents and each party represents to the other that:

- (a) no reliance shall be placed on this Memorandum;
- (b) this Memorandum does not constitute an obligation binding on either party;
- (c) this Memorandum does not contain all matters upon which the parties are seeking to reach agreement;
- (d) this Memorandum does not give rise to any contractual relationship between the parties;
- (e) this Memorandum does not create or imply any relationship between the parties and in particular the parties expressly agree that this Memorandum is not intended to, nor shall, create a partnership, joint venture or agency relationship between the parties; or
- (f) this Memorandum imposes no obligation on any person to enter into any separate written agreements.

4 Formalising agreements

The parties intend that any agreement for cooperation in relation to specific activities will be documented in a separate and formal agreement or agreements executed by the parties in accordance with the policies and procedures of the respective parties.

5 Memorandum will not prevent cooperation with other parties

This Memorandum will not prevent any party from undertaking any activities or cooperating with third parties or acting independently of the other.

6 Facilitation of cooperation

- (a) In order to carry out and fulfil the aims of this Memorandum, CSU and the Cooperating Institutions will each appoint a Coordinating Officer, as set out in Items 3, 4 and 5 of Schedule 1 to this Memorandum, who will negotiate and manage the development of any cooperative activities.
- (b) Any party may initiate proposals for cooperative activities under this Memorandum at any time.
- (c) The Coordinating Officers will be responsible for the evaluation of any future proposals for cooperation according to the practices of the respective party.

7 Notices

- (a) The address for notices of the parties are set out in Item 1 of Schedule 1 to this Memorandum to this Memorandum, provided that email communications may also be sent to the email address of the Coordinating Officer of the recipient as set out in Items 3, 4 and 5 of Schedule 1.
- (b) Any notice, demand, consent or other communication given or made under this document must be:
 - (i) clearly readable;

- (ii) signed by the party giving or making it (or signed on behalf of that party by its authorised representative); and
- (iii) left at the address or sent by pre-paid post (air mail if outside Australia) to the address of the recipient, or sent by email to the Coordinating Officer of the recipient.
- (c) Any communication will be taken to be received by the recipient:
 - (i) in the case of a letter, on the third (seventh, if sent outside the country in which the letter is posted) business day after the date of posting;
 - (ii) in the case of an email:
 - (A) on the day the email was confirmed to have been sent to the email address of the Coordinating Officer of the recipient; or
 - (B) if the time of dispatch of an email is not on a day, or is after 5.00pm (local time) on a day in which business generally is carried on in the place to which the email is sent, it will be taken to have been received at the commencement of business on the next day in which business is generally carried on in that place.

8 Costs

- (a) Nothing in this Memorandum shall oblige a party to incur any cost or expense, or undertake any work or take any action except as may be provided in any formal agreement executed by the parties either in connection with an activity contemplated by this Memorandum or otherwise.
- (b) Unless the parties agree in writing otherwise, each party is liable for its own costs and expenses in relation to anything arising from this Memorandum.

9 Confidentiality

- (a) For the purpose of this Memorandum, "Confidential Information" of a Party means all trade secrets, knowhow, financial information, marketing, student data and other commercially or scientifically valuable information of whatever description and in whatever form (whether written or oral, visible or invisible) which by its nature is confidential and which:
 - (i) is marked by a party as confidential; or
 - (ii) the parties know or ought reasonably to know is confidential,
 and includes without limitation the terms of this Memorandum 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 Memorandum or as a result of executing this Memorandum, but does not include information that is in the public domain or that is independently known or developed by the Party receiving the information other than as a result of a breach of this Memorandum or any other obligation of confidentiality owed by or to any other person.
- (b) The parties may exchange Confidential Information relevant to the purposes of this Memorandum, which includes the aims described in clause 1.
- (c) Subject to clause 9(f), each party undertakes to treat as confidential all Confidential Information obtained from the other parties and undertakes not to:

- (i) divulge any Confidential Information to any person without first obtaining the consent of the other parties in writing except to its employees, contractors, officers, agents and advisors who need to know it for the purposes of performing or giving effect to this Memorandum;
- (ii) use or reproduce any of the other party's Confidential Information otherwise than in performing or giving effect to this Memorandum; and
- (iii) transfer or disclose the other party's Confidential Information outside of Australia.
- (d) 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 any unauthorised access or use.
- (e) At any time upon written request of a party, the other parties must return any documents which embody Confidential Information and must not keep any copies in any form.
- (f) Each party may disclose the other party's Confidential Information:
 - (i) if required by law, or by the listing rules of any stock exchange provided that, so far as it is lawful and reasonably practical to do so, prior to such disclosure the party subject to such disclosure requirement will promptly notify the other party and consult with the other party regarding the nature, timing and content of the proposed disclosure; or
 - (ii) to the extent required in connection with legal proceedings relating to this Memorandum.
- (g) The obligations of confidentiality in this clause 9 survive termination or expiry of this Memorandum.

10 Privacy

- (a) Each party agrees, in relation to all Personal Information coming into its possession or control as a result of the parties carrying out and fulfilling the aims of this Memorandum, to:
 - (i) comply with any Privacy law, as amended from time to time:
 - (A) by which it is bound; and
 - (B) by which the other party is bound and in respect of which the other party gives written notice to it to comply as if it was also bound.
 - (ii) ensure the Personal Information is only used for the purpose of performing its obligations under this Memorandum and take all reasonable steps to ensure the personal Information is protected against loss and against unauthorised access, use, modification or disclosure or against other misuse;
 - (iii) not disclose any Personal Information without the written authority of the other party or the individual to whom the Personal Information relates; and
 - (iv) immediately notify the other party where it becomes aware that a disclosure of Personal Information may be required by law.
- (b) For the purposes of this Memorandum:
 - (i) "Personal Information" has the same meaning as in the *Privacy and Personal Information Protection Act 1998 (NSW)*, being information or an opinion (including information or an opinion forming part of a database and whether or not recorded in a material form) about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion;

- (ii) "Privacy law" means all legislation, principles, industry codes and policies relating to the collection, use, disclosure, storage or granting of access rights to the Personal Information; and
- (iii) CSU is bound, as at the date of this Memorandum, to comply with the *Privacy and Personal Information Protection Act 1998* (NSW) (PPIPA) and the Information Privacy Principles under the PPIPA applying to NSW public sector agencies and hereby notifies the Cooperating Institutions to comply with those Privacy laws in respect of Personal Information coming into its possession or control as a result of the parties carrying out and fulfilling the aims Memorandum as if the Cooperating was bound.
- (c) Nothing in this clause 10 is intended to require a party to deal with Personal Information in a manner which would cause that party to breach a Privacy law by which it is bound.
- (d) The obligations related to privacy in this clause 10 survive termination or expiry of this Memorandum.

11 Public Announcements

- (a) The parties agree to consult with each other before making any public announcements regarding this Memorandum or any collaboration contemplated by it.
- (b) Each party must obtain the prior written consent from the other party before it uses the other party's name or derivative thereof, or any trademark or logo of the other party.
- (c) The obligations in this clause 11 survive termination or expiry of this Memorandum.



Summary of the **Memorandum of Understanding for Cooperation**

Between Griffith City Council, TAFE NSW Riverina Institute and Charles Sturt University

Statement of Intent

Griffith City Council, TAFE NSW Riverina Institute and Charles Sturt University agree to actively participate and cooperate in support for the broader planning and growth of Griffith by identifying and developing opportunities for higher education for the communities of Griffith and the Western Riverina.

This will be achieved by supporting the objectives of the Western Riverina Higher Education Project and the activities of the Griffith Regional University Study Centre and its successor entities.

Principles of Cooperation

The three parties will facilitate cooperation in one or more of the following areas and agree to work together in good faith with a view to carrying out and fulfilling these aims to enhance academic and socioeconomic opportunities in the Western Riverina:

- (i) Engagement with local communities and industry
- (ii) the development of collaborative projects and programs;
- (iii) the organisation of joint activities, such as courses, conferences, seminars, symposia or lectures;
- (iv) the promotion of artistic and cultural activities;
- (v) the exchange of staff in appropriate areas;
- (vi) the articulation of students between Riverina Institute and Charles Sturt University;
- (vii) the recognition of advance standing for students of Riverina Institute and Charles Sturt University;
- (viii) staff development programs;
- (ix) the exchange of information, publications and other materials of common interest;
- (x) programs to improve awareness of educational developments and opportunities in Schools, TAFE and higher education; and
- (xi) such other areas of cooperation as may be agreed between the parties.

Mr John Dal Broi
Mayor
City of Griffith

Ms Kerry Penton
Institute Director
TAFE NSW Riverina Institute

Professor Andrew Vann
Vice-Chancellor and President
Charles Sturt University

Signed by all Parties on the _____ day of _____ in the year 2014.