

Annex C

C. Memorandum of Understanding with Illawarra TAFE

MEMORANDUM OF UNDERSTANDING

BETWEEN

TAFE NSW – ILLAWARRA INSTITUTE

AND

ILLAWARRA INTERNATIONAL HEALTH PRECINCT



INTRODUCTION

- TAFE NSW – Illawarra Institute is a Registered Training Organisation (RTO) for the purpose of providing training, assessment, and credentials in vocational education and training. TAFE NSW – Illawarra Institute offers training in a range of levels from Certificate (including Trade Certificate) to Advanced Diploma and Graduate Certificate.
- La Vie Developments, Pty Limited, T/A Illawarra International Health Precinct is a company that is developing a Health Precinct.

TAFE NSW – Illawarra Institute and Illawarra International Health Precinct, recognising the importance of developing a formal training relationship, have developed this Memorandum of Understanding (MoU) to meet the predicted demand for nursing and health care professionals on the part of Illawarra International Health Precinct, by the delivery of industry specific training by TAFE NSW – Illawarra Institute and via the strategic collaboration of both parties.

GENERAL OBJECTIVE

This Memorandum of Understanding, while intended to be supplemented by other management documents and contracts, describes the intended alliance between TAFE NSW – Illawarra Institute (Illawarra Institute) and Illawarra International Health Precinct (IIHP) in the skilling of the IIHP workforce in the areas of nursing, aged care, and health care support.

Illawarra Institute and IIHP agree that each shall act in a spirit of cooperation in the development and establishment of workforce training and development programs for IIHP. Each party will give due consideration to the needs of the other so as to ensure that at all times both are striving towards the mutually agreed goals and intended shared benefits of the Memorandum of Understanding.

Illawarra Institute and IIHP will remain autonomous and independent entities, each with their own independent role within the Memorandum of Understanding. Neither is a licensee, agent, partner, or joint venturer of or with the other.

THE PARTIES AGREE as follows:

SCOPE

Illawarra Institute and IIHP agree to build the capability of both organisations by utilising Illawarra Institute's training and educational expertise to support workforce development of IIHP and by drawing on the industry currency, facilities, and professional services of IIHP to support the extension of Illawarra Institute's service delivery.

1. Illawarra International Health Precinct will:

- 1.1 Provide the opportunity for Illawarra Institute to quote for the delivery of training, assessment, and workforce capability development services that fall within the range of services available from Illawarra Institute. Quotes will be provided at a negotiated, preferential rate. IIHP will not be under any obligation to accept offers in regard to services provided by Illawarra Institute.
- 1.2 Provide opportunities for Illawarra Institute teaching staff to participate in training and development activities (eg: Return to Industry programs) relevant to nursing, aged care, and health care support curricula, which will assist in skills development for both organisations.
- 1.3 Where opportunities arise, jointly submit and/or tender with Illawarra Institute for appropriate training projects.
- 1.4 Nominate a Liaison Officer to coordinate with Illawarra Institute on projects as required in the area of nursing, aged care, and health care support training, assessment, and accreditation.
- 1.5 Consult with and assist Illawarra Institute in developing relevant training and assessment resources and other related intellectual property.
- 1.6 Provide opportunities for practical placement (work experience and clinical practicum) of Illawarra Institute students within the IIHP facility.
- 1.7 Provide access to training rooms and equipment for the use of Illawarra Institute staff in the delivery of training, assessment, and other consultancy services for IIHP.

2. Illawarra Institute will:

- 2.1 Provide nursing, aged care, and health care support training, assessment, and accreditation services for IIHP at a negotiated rate and at mutually suitable times, locations, and duration. Illawarra Institute reserves the right to set prices for training, assessment, and consultancy services and to vary them from time to time.
- 2.2 Where opportunities arise, jointly submit and/or tender with IIHP for appropriate training and workforce capability development projects.
- 2.3 Provide successful participants of training and assessment programs with accredited qualifications or units of competency.
- 2.4 Provide consultancy services to IIHP in relation to workforce capability development, as requested by the company and at a negotiated rate.
- 2.5 IIHP will be considered a major client of Illawarra Institute under Illawarra Institute's customer loyalty program and will be entitled to associated benefits.
- 2.6 Require an undertaking from IIHP that it will not use TAFE NSW or Illawarra Institute branding on any advertising or like material without first seeking and obtaining TAFE NSW or Illawarra Institute consent.

COPYRIGHT AND CONFIDENTIALITY

3. Intellectual Property and Moral Rights

'Moral Rights' means rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed, and rights of a similar nature confirmed by statute, that exist, or may come to exist anywhere in the world.

Both parties:

Agree that all copyright, Moral Rights, and other intellectual property rights of each party developed prior to the signing of this Memorandum of Understanding remain with each party.

Warrant that all the rights assigned to or vested in both parties under this agreement do not and will not infringe the copyright, Moral Rights, or other intellectual property rights of any third party.

Warrant that in undertaking the work there shall be no infringement of any copyright vested in any party.

- 3.1 Each party shall continue to own the intellectual property that it had developed prior to the signing of this Memorandum of Understanding.
- 3.2 Subject to any other agreement to the contrary, Illawarra Institute shall be the owner of any intellectual property developed pursuant to this Memorandum of Understanding and shall grant to IIHP an irrevocable, non-exclusive, royalty-free licence to use the intellectual property for its own internal purposes, not including any right to commercially exploit or sub-licence its use.

4. MANAGEMENT OF ACTIVITIES

- 4.1 IIHP and Illawarra Institute will establish a steering committee to initiate collaborative ventures between the two organisations. Membership of the steering committee will be agreed between the two parties.

Both parties agree to meet not less than twice per year to review administrative procedures and the progress of the program. If such meetings identify issues which will improve the promotion of, and participation in the program, they agree to and will do all things reasonably necessary to implement such procedures or ideas.

No variation or modification to any provision of this Memorandum of Understanding shall be effective unless it is in writing and signed by both parties.

If either party considers that there is sufficient reason to terminate this Memorandum of Understanding they will give to the other thirty (30) days notice in writing.

- 4.2 The primary point of contact between IIHP and Illawarra Institute will be:

TAFE NSW – Illawarra Institute:

Faculty Director, Human Services, Tourism & Hospitality
Address: Shellharbour Campus, TAFE NSW – Illawarra Institute
PO Box 78, Shellharbour Square 2529
Telephone: (02) 4295 2100 Fax: (02) 4295 2288

Illawarra International Health Precinct:

Dr B R Gooley
Address: PO Box 323, Kingsgrove 2208
Telephone: (02) 9358 3059 Fax: (02) 9358 3942

5. FINANCIAL MANAGEMENT

- 5.1 The current terms and conditions governing the delivery of Illawarra Institute commercial programs will apply. Illawarra Institute will be responsible for invoicing IIHP as each service is provided.

Where applicable and agreed, Illawarra Institute will provide IIHP with a tax invoice detailing the services performed and including such other information and in such a form and at such intervals as Illawarra Institute may specify from time to time. IIHP will make payment within 30 days after receipt of an invoice.

6. INSURANCE

- 6.1 Each party will ensure that they have in place all necessary insurance and indemnities in respect of their activities under this agreement.

7. OCCUPATIONAL HEALTH AND SAFETY

The IIHP warrants that any place of work at which this agreement shall be performed, other than premises of Illawarra Institute, shall be a safe working environment and shall comply with any statutory requirements of occupational health and safety.

8. CONFIDENTIALITY

- 8.1 IIHP and Illawarra Institute shall at all times keep confidential and procure their respective employees, agents, servants, and/or independent contractors appointed by them to keep confidential any information disclosed by one or the other and shall not use or disclose any such information except:

- (a) With the written consent of the other party and in accordance with such conditions as may be mutually agreed upon; or
- (b) In accordance with an order of a court of competent jurisdiction;

provided always that the provisions of this clause shall cease to apply to any of this information coming into the public domain, other than by breach of either party's obligations hereunder or information which is independently developed by either party or lawfully acquired by either party from any third party.

9. COMMERCIAL VENTURES

- 9.1 IIHP and Illawarra Institute agree that they may enter into further commercial ventures from time to time within the objectives of the Memorandum of Understanding and for the commercial benefit of both parties.

10. DISPUTE RESOLUTION MECHANISM

When a dispute arises between the parties to this agreement, both parties shall make themselves immediately available to conduct bona fide negotiations in an effort to resolve the dispute.

In the event of a dispute or difference arising that the parties cannot resolve by negotiation within twenty-eight days, the parties shall submit the dispute to arbitration, with the assistance of a mediator acceptable to both parties.

The cost of the conciliation will be borne equally by both parties.

11. DURATION, VARIATION, AND TERMINATION

- 11.1 By entering into this Memorandum of Understanding, IIHP and Illawarra Institute establish the basis of future cooperation in the skilling of the IIHP workforce in the areas of nursing, aged care, and health care support nominally for a period of ten (10) years, starting from the date that this Memorandum of Understanding is signed.
- 11.2 This Memorandum of Understanding may be modified, extended or terminated by agreement in writing between the parties.
- 11.3 This Memorandum of Understanding may be terminated by one party giving to the other thirty (30) days notice in writing.

The signatories hereto personally warrant that they have express and sufficient authority to execute this agreement on behalf of the party on whose behalf they have signed.

In Witness Whereof the parties have executed this Memorandum of Understanding as at the day and year written below.

Signed for and on behalf of

TAFE NSW – ILLAWARRA INSTITUTE by:

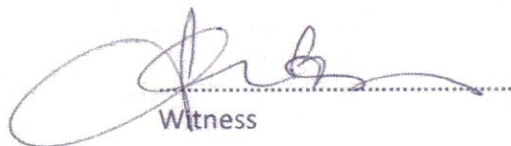

Institute Director

Signed for and on behalf of

Illawarra International Health Precinct by:


Dr Brett Gooley


Witness


Witness

30/03/09
Date

Date

Dated this Thirtieth day of March 2009.