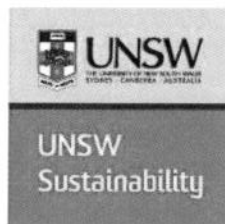


Collaboration Agreement
between
Randwick City Council
and
The University of New South Wales
for
Sustainability Projects and Co-operation



Definitions

‘Council’ means the Randwick City Council (RCC) and surrounding local government area.

The University of New South Wales (UNSW), Sydney, NSW 2052, is a body corporate established pursuant to the University of New South Wales Act 1989 (NSW).

‘Intellectual Property’ includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trade marks (including service marks), registered and unregistered designs, circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

‘party’ or ‘parties’ means a party to this agreement and both of them respectively.

‘sustainability’ or ‘sustainability outcomes’ reflects the concept that people living today have an obligation to protect the health, diversity and productivity of the environment for the benefit of current and future generations (NSW State of the Environment Report 2003).

Schedule 1 sets out future opportunities or outcomes as a result of this sustainability agreement but is neither exhaustive or representative of additional programs, projects or opportunities that might arise over the duration of this agreement.

Purpose

This Agreement is intended to establish a formal working relationship between Randwick City Council (RCC) and the University of New South Wales (UNSW) for the express purpose of progressing, sharing and collaborating on joint projects or initiatives intended to deliver key sustainability outcomes or changes of mutual benefit to both organisations within or adjacent to the area comprising Randwick City.

Aims

The Aims of this Agreement are to:

- a) Mutually cooperate on matters that progress the delivery of sustainability outcomes and changes;
- b) Share publicly available information and experiences likely to lead to the delivery of relevant sustainability outcomes and changes;
- c) Promote this Agreement for the purpose of encouraging wider participation, case studies or models in sustainability research or cooperation;
- d) Carry out joint projects, research, cooperative promotions, pilot projects or related initiatives agreed to in writing by both parties and aimed at furthering the understanding and delivery of sustainability outcomes within or adjacent to the Randwick Local Government Area; and
- e) Cooperate or coordinate joint efforts aimed at producing sustainability outcomes around projects or activities identified by both organisations from time to time by the relevant officers.

No Obligation on Either Party

This Agreement places no obligation on Randwick City Council or the University of New South Wales, to undertake any specific work, provide any financial or in-kind resources, funding or grants or to undertake any new research or provide details of any new or existing research without the written consent and agreement by both parties and compliance with all financial or corporate requirements of either or both organisations.

Intellectual Property Rights

In the event that the parties decide to implement and realise all or select Aims outlined in this Agreement, the parties agree to negotiate a separate agreement to determine ownership and management of such Intellectual Property of material as is created and brought into existence by the collaboration.

This clause does not affect the ownership of Intellectual Property in any pre-existing material owned by either party as at the date of signing this Agreement or any Intellectual Property which is developed outside the ambit of this Agreement.

Duration of this Agreement

This Agreement is to operate for a period of 24 months from the date of signing and unless reviewed or revised in writing by either party within that time will be continued for an additional 12 months by mutual agreement.

Discontinuation of this Agreement

Either party can discontinue this Agreement at any time notifying the other party in writing via the nominated Administrative Head that the Agreement is discontinued.

For UNSW the relevant Administrative Head is the Director, Sustainability.

For Randwick City that person is the Director, City Planning.

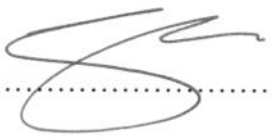
Conflict Resolution or Disagreement

Both parties agree to open and transparent communication in order to achieve the above Purpose and Aims of this Agreement. In the event of any conflict or disagreement, both parties will work to resolve the matter in the spirit that this Agreement has been made. In the event of a disagreement continuing, resolution is to be passed on to the Administrative Head of both organisations for resolution via the most appropriate mechanism.

Signed on behalf of Randwick City Council

Print Name and Title:

Cr Scott Nash, Mayor

Signed  Date 10 August 2012

Witnessed by:

Print Name and Title:

Mr Ray Brownlee, General Manager

Signed  Date 10 August 2012

Signed on behalf of University of New South Wales,

Print Name and Title:

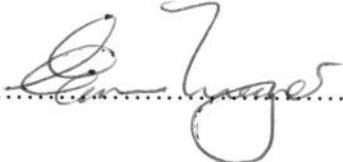
Mr Neil Morris, Vice President – University Services

Signed  Date: 10 August 2012

Witnessed by:

Print Name and Title:

Mr Aaron Magner, Director Sustainability

Signed  Date: 10 August 2012