

26 May 2021



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CROWN IN RIGHT OF TASMANIA**

**AND**

**THE UNIVERSITY OF TASMANIA**

**FOR THE CREATION OF THE TASMANIAN AGRICULTURAL  
PRECINCT IN LAUNCESTON AT THE UNIVERSITY OF TASMANIA  
NEWNHAM CAMPUS**

## **PARTIES**

The Crown in Right of Tasmania (the Crown)

And

University of Tasmania (UTAS)

## **RECITALS**

RECOGNISING the importance of Tasmanian agriculture to rural and regional communities, jobs and exports and the Government target to reach an annual farmgate value of \$10 billion by 2050,

RECOGNISING that the UTAS as part of the Launceston campus redevelopment intends to relocate the Burnie and Hobart campuses of the Tasmanian Institute of Agriculture (TIA) to its Newnham Campus as part of its \$300 million Northern Transformation Project,

RECOGNISING the intent of the Crown to develop a new Tasmanian Agricultural Precinct in partnership with the UTAS, to bring together best practice in research, skills and development across industry, government and academia,

RECOGNISING the intent of the Crown to invest \$15 million into new state-of-the-art research facilities at Newnham and co-locate Department of Primary Industries, Parks, Water and Environment (DPIPWE) Mount Pleasant staff to the new Tasmanian Agricultural Precinct with TIA,

RECOGNISING the intent of UTAS and the Crown to enter into a long-term commercial arrangement for space, including labs, meeting and office space,

RECOGNISING the intent of UTAS and the Crown to partner with peak bodies in the development of the new Tasmanian Agricultural Precinct,

AND RECOGNISING the opportunities of co-location of agricultural science, water management, industry development and biosecurity in a single agricultural precinct,

## **THE PARTIES HAVE REACHED THE FOLLOWING UNDERSTANDING**

### **1. PURPOSE AND OBJECTIVES**

1.1 The purpose of this Memorandum of Understanding ('MOU') is to:

- a) Provide a framework for mutual understanding between the Parties in the development of the Tasmanian Agricultural Precinct; and
- b) Provide for the governance arrangements between the Parties in developing the Tasmanian Agricultural Precinct.

1.2 The objectives of this MOU are:

- (i) To facilitate the Crown and UTAS joint development of the Tasmanian Agricultural Precinct at the UTAS Newnham Campus; and
- (ii) To maximise the opportunities created by the co-location of agricultural science, water management, industry development and biosecurity in a single agricultural precinct.

## 2. AREAS OF COOPERATION

- 2.1 The Parties will seek to cooperate in development of the Tasmanian Agricultural Precinct, including by –
  - 2.1.1 Creation of a joint steering committee for the Tasmanian Agricultural Precinct, comprising the UTAS Chief Operating Officer or his delegate and the Secretary DPIPWE or his delegate.
  - 2.1.2 Forming, where necessary, joint working or technical advisory groups. These groups will facilitate, coordinate and implement projects as agreed by the Steering Committee.
  - 2.1.3 Investigating opportunities for shared facilities, laboratories, and/or equipment, and/or systems.
  - 2.1.4 Determining investments required to support the development of the Tasmanian Agricultural Precinct.
  
- 2.2 The Parties will seek to maximise the opportunity created by development of the Tasmanian Agricultural Precinct, including by –
  - 2.2.1 Promoting, singularly or jointly, the importance to Tasmania of the co-location of agricultural science, water management, industry development and biosecurity in a single agricultural precinct;
  - 2.2.2 Seeking partnerships with peak groups to co-locate within the Tasmanian Agricultural Precinct; and
  - 2.2.3 The parties agree to negotiate in good faith to enter into formal agreements in relation to each of the areas of cooperation.

## 3. RELATIONSHIP BETWEEN THE PARTIES

- 3.1 The Parties will work closely together during the Term to facilitate achievement of the objectives under this MOU.
- 3.2 The Parties will:
  - 3.2.1 act in the spirit of cooperation and good faith in the performance of this MOU;
  - 3.2.2 liaise with the other as necessary;
  - 3.2.3 provide all information as required to achieve the purpose in a timely manner; and
  - 3.2.4 properly inform and keep each other Party informed of any matter which will impact the other, relating directly or indirectly to this MOU or anything which this MOU may contemplate.

## 4. DURATION AND TERMINATION

- 4.1 This MOU will come into effect on the date of signature by the Parties and will continue in operation until 31 December 2025 or until completion of the development of the Tasmanian Agricultural Precinct (Term).
- 4.2 This MOU may be extended by written agreement of the Parties.

- 4.3 This MOU can be terminated by the Crown or UTAS providing the other Party three (3) months written notice to the other.

## 5. REVIEW

- 5.1 The Parties will review this MOU on an annual basis until 31 December 2025 or until completion of the development of the Tasmanian Agricultural Precinct.
- 5.2 The Parties will nominate one representative each to undertake the annual review or will agree to a review by a nominated third party.

## 6. AMENDMENT

- 6.1 This MOU may only be amended or supplemented in writing signed by the Parties.

## 7. STATUS OF THE MOU

- 7.1 The Parties agree that this MOU is not intended to create any legally binding partnership between the Parties, nor are the provisions intended to give rise to legal rights, obligations or liabilities on the part of any Party.
- 7.2 Nothing in this MOU creates or implies any obligation on the part of any of the Parties to enter into any contract, agreement, commitment or other arrangement whatsoever in relation to the subject matter of this MOU.

## 8. CONFIDENTIAL INFORMATION

- 8.1 Each party (Recipient) agrees to keep confidential and to ensure that its employees, agents and subcontractors keep confidential, all confidential information of the other party (Disclosing Party) disclosed by the Disclosing Party or of which the Recipient otherwise becomes aware in connection with this MOU, and not to disclose that information without the prior written consent of the Disclosing Party acting in its absolute discretion, except to the extent that the Recipient is required by law to disclose that information.

## 9. PUBLICITY

- 9.1 Neither Party will make any press release or public statement concerning this MOU or details of activities to be undertaken under this MOU except:
- (i) with the prior written consent of the other party; or
  - (ii) to the extent required by law.

## 10. MISCELLANEOUS

- 10.1 Nothing in this MOU gives either party the authority to act on behalf of the other party or gives rise to a partnership, agency, joint venture or employee relationship between the parties.
- 10.2 Nothing in the MOU is intended to create an exclusive relationship between the Parties for the purposes of undertaking any arrangement contemplated by this

MOU or any other activities that the parties undertake as a result of entering into this MOU.

- 10.3 Nothing in this MOU amounts to a transfer or licence of any intellectual property rights from either party to the other party.
- 10.4 This MOU is governed by the laws of the State of Tasmania, Australia. The Parties submit to the exclusive jurisdiction of the courts of that state.
- 10.5 This MOU may be executed in counterparts.
- 10.6 Clauses 8-10 survive the termination or expiry of this MOU.

Executed by the Parties as a non-binding Agreement:

**Signed** for and on behalf of the Crown in right of Tasmania

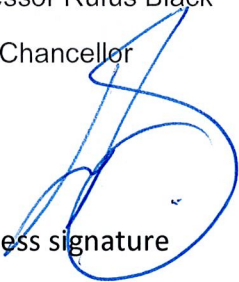
A handwritten signature in black ink, appearing to read 'Guy Barnett', with a long horizontal stroke extending to the right.

The Honourable Guy Barnett MP  
Minister for Primary Industries and Water

**Signed for and behalf of University of Tasmania** by the Vice Chancellor, Professor Rufus Black, its authorised representative in accordance with section 10 of the *University of Tasmania Act 1992 (Tas)*:

A handwritten signature in black ink, appearing to read 'Rufus Black', with a large, stylized initial 'R'.

Professor Rufus Black  
Vice Chancellor

A handwritten signature in blue ink, appearing to read 'Timothy William Baker', with a large, stylized initial 'T'.

Witness signature

Full name **TIMOTHY WILLIAM BAKER**

Dated