

# Partnership Agreement

The Northern Territory Government

and

Charles Darwin University

2017 - 2024



## 1 Introduction and Context

The Northern Territory (NT) Government and Charles Darwin University (CDU) have enjoyed a long and productive relationship based on a shared commitment to the Northern Territory's prosperity. This relationship has, since 2003, delivered many important research and education outcomes which have benefited the NT.

The NT Government is responsible for guiding and supporting the Territory's sustainable development to create a healthy economy and a better quality of life for all Territorians.

Charles Darwin University is significant to the social and economic fabric of the Northern Territory, being the primary provider of Higher Education and a major provider of Vocational Education and Training, both of which support the preparation and development of an appropriately skilled and professional workforce for the NT. CDU makes a significant contribution to the NT's knowledge economy through innovative research that is relevant to the NT context, and is of benefit to the broader NT community.

There are strong links between the NT Government and CDU at all levels, from executive to officer level. Effective collaboration at the officer level, in particular, has been important to the successful outcomes of the NT Government - CDU partnership to date, which has been based on trust, mutual respect and effective communication.

This new Partnership Agreement builds on the previous successes of this relationship, to strengthen and better align the NT Government's and CDU's mutual interests and to clearly define the mutually agreed goals and desired outcomes from the relationship.

## 2 Definitions

2.1 In this Partnership Agreement, the terms used are defined as follows, unless otherwise indicated:

- (a) "Partnership Agreement" (or "this Agreement") means this document, including all appendices.
- (b) "Community engagement" means the dynamic relational process that facilitates communication, interaction, involvement and exchange between the organisations party to this Agreement and the community for a range of social and organisational outcomes, which in the context of this Agreement will be based on trust and respect.
- (c) "Program" means a plan of action or suite of work that includes developing proposals, seeking funding, and undertaking joint initiatives.
- (d) "Procurement Process" means the NT Government and CDU Partnership Agreement Procurement Process at Appendix 4.

## 3 Partner Capabilities

3.1 CDU is the largest tertiary education institution in the NT, with campuses in Darwin, Palmerston, Alice Springs, Katherine, and Nhulunbuy, as well as training centres in Jabiru, Tennant Creek and Yulara. In terms of addressing the objectives of this Partnership Agreement, CDU can provide:

- Research and teaching expertise across a broad range of areas relevant to the Northern Territory;
- Expertise in the development of training and educational programs;
- Assistance in the development of sound research proposals;
- Current research knowledge across a broad range of research areas; and

- Facilities and infrastructure for training and professional development.
- 3.2 The NT Government has expertise across a broad range of policy and management areas. As such, the NT Government can provide:
- Expertise, experience and knowledge, which can be utilised by CDU to further develop undergraduate and postgraduate training programs, or to instigate joint teaching programs;
  - Knowledge and information and research priorities and questions that can be used by CDU to develop innovative and novel research initiatives;
  - Feedback on expectations and requirements to strengthen undergraduate programs and/or address skills shortages; and
  - Current policy direction and best practice contemporary management approaches.

## 4 Purpose

- 4.1 The overarching aim of a partnership agreement between the NT Government and CDU is to support the development of the economic, social and environmental agenda of the Northern Territory.
- 4.2 The purpose of this Partnership Agreement is to strengthen the existing relationship between the NT Government and CDU by identifying common strategic objectives in the areas of education, research, community engagement, capacity building, industry development, and social inclusion by:
- Creating a point of reference for building relationships, developing mutually beneficial initiatives, and identifying potential areas of collaboration;
  - Providing opportunities for the parties to meet, exchange ideas, and set collaborative goals;
  - Identifying clear areas of focus for collaboration between the two parties;
  - Enhancing opportunities for effective community engagement in relation to mutually important issues; and
  - Ensuring clear, effective and frequent engagement and communication between the parties.

## 5 Scope

- 5.1 This Partnership Agreement establishes the objectives and arrangements for the CDU-NT Government strategic partnership. It provides detail on the aims of the partnership, as well as the roles, responsibilities and expectations of both parties with respect to communication, information sharing, and reporting.
- 5.2 This Partnership Agreement applies to all agencies within the NT Government and all research, education and administrative divisions within CDU, including Menzies School of Health Research.
- 5.3 This Partnership Agreement provides an outline of the partnership's governance structure and source of authority. This Partnership Agreement does not preclude either party from negotiating individual agreements with other government agencies or education institutions; however, there may be a reasonable expectation that both parties would consider the other when developing initiatives and programs where mutual interests are evident.
- 5.4 It is not the intent of this document to consider existing contractual arrangements or 'business as usual' activities between the two parties, although the two parties may agree to revise existing arrangements, at an appropriate review date, to align with this document.

## 6 Principles

6.1 In fulfilling this Partnership Agreement, both parties are committed to:

- Capacity building at an organisational, regional and Territory-wide level;
- Collaborative research and evaluation that may be used to inform public policy;
- Mutual outcomes which recognise and balance the needs and obligations of each party; and
- Long-term community engagement activities which aim to improve the wellbeing of the Northern Territory community across an economic, environmental, social and cultural context.

## 7 Activities

7.1 Any or all of the following may be supported through this Agreement:

- Programs aimed at developing the skills, capability and capacity of the Northern Territory workforce;
- Programs intended to develop skills and capability of school students and school leavers;
- Opportunities to progress research and development to meet the economic, social and environmental agenda of the Northern Territory;
- Programs aimed at delivering improved economic, social and environmental policy;
- Programs aimed at supporting relationships and joint initiatives between government, industry and the university;
- Initiatives to increase the number of international students in the Northern Territory;
- Initiatives to build social networks and Programs across the Northern Territory;
- Programs to drive economic development throughout urban, regional and remote areas of the Northern Territory; and
- Initiatives to ensure the protection and sustainability of the Northern Territory's natural environment.

7.2 This Partnership Agreement provides a framework for NT Government and CDU to achieve tangible outcomes through (but not exclusively):

- Sharing and jointly investing in human and physical infrastructure in areas of mutual interest;
- Identifying opportunities for student placement/internship/mentoring/research;
- Combining resources and expertise to leverage external funding;
- Jointly funding expertise and capability in identified areas of need;
- Jointly promoting NT expertise, innovation and service delivery nationally and internationally; and
- Encouraging third parties to develop projects/invest in key projects.

## 8 Governance structure, operation and reporting

8.1 The governance structure (Appendix 1) of this Partnership Agreement will provide a mechanism for the effective delivery of tangible outcomes by supporting agreed working arrangements for information sharing, think tanks, expert committee representation, procurement, staff sharing, scholarships and student placements and other arrangements, as they are identified.

- 8.2 The governance structure will reduce red tape, allow for targeted meetings between relevant NT Government agencies and CDU officers and minimise reporting requirements. The structure will also support the development of the Education and Civic Precinct in the Darwin CBD under the Darwin City Deal and CDU's broader Campus Strategy
- 8.3 This Partnership Agreement will be governed by an Executive Committee (Terms of Reference at Appendix 2). The Executive Committee can approve changes to the attached appendices.
- 8.4 The Executive Committee will report to the Charles Darwin University Council and the NT Government as necessary.
- 8.5 The Executive Committee can create Collaboration Committees, which reflect priority areas of engagement between CDU and the NT Government.
- 8.6 Collaboration Committees will identify emerging issues, potential areas for collaboration and opportunities for both the NT Government and CDU (Terms of Reference at Appendix 3). The Collaboration Committees will form working groups or other structures to deliver projects as required.
- 8.7 Collaboration Committees will maintain oversight of the specific priority area and work being undertaken by any form of working group.
- 8.8 The Executive Committee and Collaboration Committees will be supported by a Coordination Team comprising staff from both CDU and the NT Government.

## 9 Communication

- 9.1 All communications between the two parties in relation to this Agreement should be between the Office of the Vice-Chancellor and the Department of the Chief Minister, or their respective delegated officers.
- 9.2 The point of contact for the NT Government will be Social, Economic and Environment Policy within the Department of the Chief Minister.
- 9.3 The point of contact for CDU will be of the Office of the Vice-Chancellor.

## 10 Intellectual property

- 10.1 Both parties recognise the benefits of a cooperative and mutually constructive approach to the ownership of and rights to use intellectual property brought to activities and outcomes generated from the activities associated with this Partnership Agreement.
- 10.2 Where tendering and contract work are undertaken, the intellectual property arrangements will be as per the Partnership Contract Terms and Conditions. Where the arrangement is not a procurement (under the *Procurement Act 1995*), the intellectual property arrangements will be, in the case of funding, as per the standard NT Government grant funding terms and conditions, or other agreed contractual terms appropriate to the proposal.

## 11 Confidentiality & Privacy

- 11.1 The parties acknowledge the importance of sharing information, however the parties acknowledge that, subject to any work specific contractual arrangements:

- a. any and all shared information relating to the operation of the parties that is not in the public domain will be held to be confidential and such information is not to be used or disclosed by any party without the specific prior approval of the other, including after expiry of this Partnership Agreement;
- b. in the case of the NT Government, confidential information may be disclosed to a Minister or the Legislative Assembly of the Northern Territory; and
- c. they will act in accordance with the *Information Act 2010* (NT), including the Information Privacy Principles, and the parties' privacy policies.

## 12 Procurement

- 12.1 Procurement under this Partnership Agreement will be in accordance with the agreed Procurement Process (Appendix 4), and otherwise will be approached in a manner consistent with Northern Territory procurement framework (see <https://nt.gov.au/industry/government/what-you-need-to-know-about-procurement/how-does-government-procurement-work>).

## 13 Staff sharing

- 13.1 A key strategy of this Partnership Agreement is to promote the shared use of human resources to achieve mutually agreed priorities. Staff Sharing Arrangements have been developed to expedite and streamline the processes involved with shared staffing arrangements and to ensure a consistent approach to the administration of these arrangements (Appendix 5). In this regard, the parties acknowledge that the NT Government is subject to the requirements of the *Public Sector Employment and Management Act 1993*, including determinations of the Commissioner for Public Employment.

## 14 Media

- 14.1 No media communication relating to this Partnership Agreement or to any of the initiatives arising from this Partnership Agreement will be undertaken without the knowledge and endorsement of the other party. All media activity will be jointly agreed between the two organisations and will align with existing media protocols of the two parties.

## 15 Review and evaluation

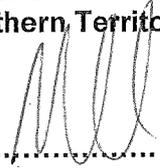
- 15.1 The parties will review this Partnership Agreement every two years to ensure its effective operation.

## 16 Status

- 16.1 The Partnership Agreement is current for a period of seven years (2017 to 2024). This Partnership Agreement supersedes the Partnership Agreement signed by the parties on 3 November 2017.
- 16.2 The Partnership Agreement can be extended subject to both parties' agreement in writing.
- 16.3 Variations of this Partnership Agreement may occur from time to time with the written agreement of both parties without the need to re-sign this Agreement. Any changes to this Partnership Agreement will be negotiated through the Office of the Vice-Chancellor and the Department of the Chief Minister and agreed by authorised officers of an appropriate level.

16.4 The signatories acknowledge that the provisions of this Partnership Agreement are not intended to be legally enforceable. However this does not lessen the commitment of the parties to fully implementing this Partnership Agreement in a manner that is constructive, transparent, and collaborative.

**Signed for and on behalf of the Northern Territory Government**

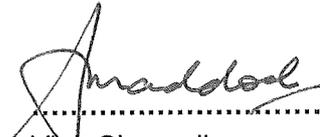


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Chief Minister

On this        day of        2020.

**Signed for and on behalf of Charles Darwin University**



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Vice-Chancellor

On this 9<sup>th</sup> day of June 2020.