AGREEMENT made the eighteenth day of June 2012.

BETWEEN:

CHARLES DARWIN UNIVERSITY constituted pursuant to the Charles Darwin University Act of Ellengowan Drive, Brinkin, Northern Territory (the University) (“CDU”)

AND:

NORTHERN TERRITORY OF AUSTRALIA (“NTG”).
PREAMBLE

CDU and the NTG (the Parties) are committed to the development of CDU as a thriving teaching and research institution that supports the economic, social and environmental development of the Northern Territory.

This third Partnership Agreement continues the strong and productive relationship which was originally established in 2003 to ensure the Northern Territory has its own tertiary institution with a resident teaching and research capacity.

The Partnership Agreement recognises that CDU and NTG have specific roles, responsibilities and governance structures. NTG acknowledge the role of CDU as a multi-sector education provider and CDU acknowledges the role of the NTG is to govern the Northern Territory.

CDU and NTG are both working for the overall benefit of the Northern Territory and have a wide range of shared objectives; these shared objectives form the basis of the Partnership Agreement.

COMMENCEMENT AND TERM

The term of this Agreement is five years commencing on 1 July 2012 and completing on 30 June 2017.

1. OVERALL OBJECTIVE

The overall objective of the Charles Darwin University/Northern Territory Government Partnership Agreement is that the economic, social and environmental development of the Northern Territory is supported by a robust and resilient University working in partnership with government agencies and the wider community.

2. IMPLEMENTATION

(a) The Parties agree to:

- increase the quality and quantity of collaborations and joint investments in areas of commonality in both the higher education sector and the vocational education and training (VET) sector;
- seek to work with the private sector and the non-government sector in the Northern Territory to further the achievements of the Agreement; and
- pursue consortium arrangements where the required expertise does not reside in the Territory.

(b) The Parties recognise the benefits and strengths of developing whole-of-Territory positions and funding applications and will pursue these where the Parties’ priorities align.

(c) Projects conducted by the Parties which contribute to the achievement of the overall objective of the Agreement are deemed to be part of the Agreement.

(d) The Parties acknowledge existing and future strategic plans including the NTG’s Territory 2030 and the CDU Strategic Plan 2010-2014.
3. OUTCOMES

The Parties are committed to achieving sustainable outcomes for the Northern Territory. Projects conducted by the Parties under this Agreement are expected to achieve one or more of the following outcomes:

(a) increased CDU student enrolments;
(b) increased participation in CDU by Indigenous Territorians;
(c) building local teaching and research staff in the Northern Territory;
(d) building local capacity to meet the needs of the NTG in areas including but not limited to research, evaluation, education and training;
(e) leveraging research investment from sources external to the Northern Territory, such as the Australian Research Council and the National Health and Medical Research Council;
(f) partnerships with Territory businesses to increase research and development investment;
(g) shared human resources; and
(h) shared infrastructure.

4. GOVERNANCE

4.1 General

(a) The Parties are committed to the principles of best practice in corporate governance, recognising that strong, accountable and transparent governance is directly linked to achieving practical outcomes that can be measured in both quantitative and qualitative forms.

4.2 Peak Group

(a) The Agreement will be governed by a Peak Group which will:

(i) provide leadership across the full range of activities of the Agreement including the development of frameworks to assist implementation of the Agreement
(ii) establish working groups to resolve issues of mutual significance
(iii) undertake any other activity consistent with the stated overall objective and outcomes.

(b) The Peak Group will comprise an equal number of representatives of:

(i) CDU, nominated by and including the Vice-Chancellor and
(ii) NTG, nominated by and including the Chief Executive, Department of the Chief Minister.

(c) The Peak Group will meet at least three times per year. Meetings will be chaired alternately by a member representing CDU and a member representing NTG.
5. EVALUATION

(a) The Peak Group will conduct an annual evaluation of progress and outcomes under the Agreement and report this to University Council and Government.

(b) The evaluation will be conducted on a calendar basis in order to be informed by statistics in the CDU Annual Report.

(c) NTG agencies will report on their projects under the Agreement through their financial year annual reports. The reporting framework will be established by the Peak Group and may be subject to change.

(d) A formal review of the Agreement will commence by 31 December 2016.

6. TRANSITIONAL PROVISIONS

(a) Projects from the 2006-2012 Agreement which have not been completed will carry over to this Agreement.

(b) The annual evaluations covering the periods 1 January to 30 December 2011 and 1 January to 30 June 2012 will be reported on under this Agreement.
EXECUTED as an Agreement

SIGNED for and on behalf of the
Charles Darwin University
by
Professor Barney Glover

In the presence of:

Witness

SIGNED for and on behalf of the
Northern Territory Government
by
Mike Burgess, Chief Executive, Department of the Chief Minister

In the presence of:

Witness