PARTNERSHIP AGREEMENT
BETWEEN

NORTHERN TERRITORY GOVERNMENT

AND

NORTHERN TERRITORY UNIVERSITY

JUNE 27TH 2003

1 The Northern Territory University is expected to become the Charles Darwin University on 1 January 2004 through the merger of Northern Territory University and Centralian College and subject to the passage of Northern Territory legislation
PARTNERSHIP AGREEMENT

AGREEMENT made the 27th day of June 2004

BETWEEN: NORTHERN TERRITORY GOVERNMENT of Australia

AND:

THE NORTHERN TERRITORY UNIVERSITY, ABN 5409 3513649 of Ellengowan Drive, Casuarina, Northern Territory

PREAMBLE

This Partnership is based on existing links between the Northern Territory Government and the Northern Territory University and will nurture a mutually productive and cooperative relationship that in turn confers lasting benefit to the social and economic development of the Northern Territory. This partnership is based on the mutual recognition of the importance of Government to the viability and relevance of the University and the importance of the University in building independent resident capacity that can underpin the Territory’s future.

1. APPLICATION AND INTERPRETATION

1.1 In this Agreement unless the context otherwise requires:

(a) “University” means the Northern Territory University, a body corporate created pursuant to the Northern Territory University Act 1989;

(b) “Parties” means the Northern Territory Government and the Northern Territory University and subject to the passage of Northern Territory legislation will mean the Northern Territory University which is expected to be formed through the amalgamation of NTU with Centralian College;

(c) “Partnership Agreement” and “Agreement” means this agreement between the Parties;

(d) “Peak Group” means the management committee comprised of three people nominated from each of the two parties, that has the delegated authority to:

(1) Manage the Partnership Agreement subject to keeping Cabinet and the University Council informed,

(2) Approve, review or remove schedules,
Report to Cabinet and University Council on annual progress and outcomes of Partnership activities; and

Undertake any other activity consistent with the desired outcomes and objectives as defined in Section 3 of this Partnership Agreement.

2. **PRINCIPLES OF PARTNERSHIP AGREEMENT**

2.1 The Partnership Agreement will reflect the desire for full cooperation, trust, respect and communication between the Northern Territory Government and the Northern Territory University.

2.2 The Agreement will be developed in a cooperative manner based on identification of shared objectives and practical ways in which both parties can work toward effectively meeting these objectives.

2.3 The Agreement reflects the desire on both parties to establish deliberately and over time a significant quantum of resident intellectual, research, professional and analytical capacity.

2.4 There will be an agreed process to periodically review progress, achievement of initiatives and to add further Schedules under the Partnership Agreement.

3. **DESIRED OUTCOMES AND OBJECTIVES**

3.1 The parties recognise the desired objectives of this partnership are inter-linked, and the achievement of individual objectives will be assisted by the strategies undertaken in respect of other objectives.

3.2 The key objectives of this Partnership Agreement are:

(a) **Growing resident capacity in the Northern Territory**

(1) Agreeing on centres of teaching and research excellence that will be jointly promoted.

(2) Placing an emphasis on the application of research effort, supported by a close relationship with Territory business and industry.

(3) Growing a research capability within the University sufficient to tackle the many challenges of economic and social development in northern and central Australia.

(4) Improving dialogue whereby University planning is informed by Territory Government priorities for skill needs and Territory Government input to the annual higher education profile discussions with the Commonwealth will be informed by University planning priorities.
(b) **Meeting Government needs**

1. Optimising use by the Northern Territory Government of the University’s expertise and resources, subject to the requirements of the Government’s procurement policy, and/or satisfactory contract arrangements in relation to the provision of any fee-for-service activities provided by the University.

2. Maximising external research funding opportunities for the Territory and lifting the University’s profile on the national league table for university research.

3. Working together on mutually agreed projects to develop intellectual property and realise research innovations that will have strategic benefits for the parties and the Territory as a whole.

4. Ensuring that north Australian and regional needs for resident intellectual capacity are met.

5. Developing capacity to offer or broker in specialist learning opportunities of relevance and demand in the Territory and greater region.

(c) **Reorganising the University to better meet Territory needs**

1. Building the role of the University as a key player in the Territory’s future social and economic development, with a particular emphasis on resident capacity building.

2. Further developing the role of the University as a cultural and intellectual leader within the community.

3. Setting and achieving targets for vocational and higher education participation and subsequent employment outcomes.

4. Ensuring the University’s emergence as a world-class university providing a wide range of vocational and higher education programs at a competitive standard.

5. Building the academic and training expertise within the University to correspond with community, industry and Government priorities.

6. Expanding the presence of the University in regional and remote communities to enable greater reach to near neighbours through focused TAFE and Higher Education offerings, research and consultancy services.

7. Increasing opportunities for students to move between the VET, Senior Secondary and University sectors.
Particular projects enabling indigenous social and economic development

(1) Exploring opportunities where the University and Territory Government could pool resources in research and development.

(2) Matching the Territory’s community development and capacity building ambitions with high quality and accessible learning opportunities for Indigenous people.

(3) Providing expertise, indices and interventions in such high need intervention areas as Indigenous health and education.

3.3 The Government is committed to building a united Territory through achieving significant social and economic development in partnership with all Territorians. The University is essential to the Territory’s social and economic development, intellectual development and is symbolic of our maturity as a community. The Government envisages the University playing a vital role in growing resident capability in research, innovation, and industry development and resource management. The University will also be an important player in the diversification of our economy into knowledge-based areas and in addressing the important areas of Indigenous need.

3.4 The Northern Territory Government recognises the role that the University can play as a major contributor to the social and economic development of Northern Australia. The Government will assist the University build its reputation as a pre-eminent University with specialist expertise in tropical and desert knowledge including Indigenous education and health, governance, energy and infrastructure. The University will capitalise on its place as the largest tertiary and training provider in the region. In partnership with the Government, the University will further develop teaching and research capabilities of national and international significance in particular areas that take advantage of the University’s location, and provide a sustainable competitive edge for the University in the national higher education system.

3.5 The parties recognise that in pursuit of its mission, the University is committed to making outstanding contributions to learning and research in fields of study of particular relevance to Northern Territory as a whole. With this in mind the University is reorganising its current teaching and research programs to better reflect these priorities.

3.6 The establishment of the new Charles Darwin University will refocus the existing strengths in the Territory in the delivery of training, higher education and research by amalgamating two formerly separate institutions – the former Northern Territory University and Centralian College. Establishing Menzies School of Health Research as a ‘controlled entity’ of the new University will further consolidate existing strengths. This model enables full financial, workforce and research benefits to flow in the best interests of the Territory.

Academically, the new University has two main components, an Institute of Advanced Studies and Faculties that deliver both Higher Education and TAFE courses across the network of Territory campuses and regional study centres. This
Partnership Agreement forms the basis to advance the University’s responsiveness to Northern Territory Government priorities. Reflecting Government research and policy priorities, the Institute of Advanced Studies will provide an injection of high-level staff located in four Research Schools, each of which will be formally linked in a collaborative relationship with the Australian National University (ANU).

The parties agree that the essence of meeting Territory needs is that of developing resident capability. The initial four research schools of the Institute of Advanced Studies represent key priorities for both policy and fundamental research. The controlled entity relationship between Menzies and the University (as parent entity) will not impact on Menzies’ being granted the status of a recognised research school within the Institute of Advanced Studies. Other priority areas, such as education, are already well provided for in the University. The parties recognise the four research schools will not be sufficient to address all of the problems and if additional resources become available at a later date other research schools will be added. The four schools are:

(a) The Menzies School of Health Research;
(b) Research School of Resource and Ecosystem Management;
(c) Research School of Energy and Infrastructure; and
(d) Research School of Governance and Social Policy.

3.7 Through the amalgamation with Centralian College, the University has become the largest public provider of TAFE in the Territory and has strengthened its capacity to respond to industry specifications. With a new capacity to collaborate with secondary schools, students will have increased opportunities to move between Vocational Education and Training (VET), Senior Secondary and University types of study and programs.

3.8 In recognition of its responsibilities as a University for the Northern Territory in its entirety, the University will continue to increase its presence and build research capacity in central Australia.

3.9 Through partnerships, secondments and international links, the University will encourage the best researchers to participate in projects unique to tropical and desert environments of national and international relevance.

3.10 The parties recognise the need to maximise the benefits of information and communication technologies in the Territory such that fragmentation and duplication of infrastructure is reduced, and new infrastructure has the reach to improve access and equity for all Territorians. The parties agree to work together to maximise advantages through collaboration on matters related to educational ICT infrastructure, and that any educational infrastructure not be restricted to education and training activities alone, but form part of the enabling network available to communities.
4. ACHIEVEMENT OF DESIRED OUTCOMES AND OBJECTIVES

4.1 The Schedules to this Agreement deal with the specific objectives and initiatives the parties wish to achieve, together with implementation strategies.

4.2 The Schedules are a dynamic part of the Agreement and are approved by the Peak Group. New schedules can be added, or existing Schedules can be closed through application to the Peak Group at any time of the year. A current list of schedules will be published on a quarterly basis each year.

4.3 Unless specifically mentioned, nothing in this Agreement affects any existing or future commitment or obligation entered into outside the terms of this Agreement.

4.4 The parties acknowledge that performance against any performance indicators included in the Schedules are to be reviewed annually and that Government and University priorities will change from time to time.

5. ONGOING MANAGEMENT, COMMUNICATION AND EVALUATION

5.1 The parties recognise that high level performance monitoring and open communication are essential to the success of the Agreement and agree to develop systems for ongoing dialogue on the full range of issues of mutual interest. In doing this the parties also recognise and support the need for continuing contact between members of the University and officers of the Territory Government on matters of mutual interest which are not specifically included in this Agreement.

5.2 Schedule items shall include major programs and projects, both immediate and longer term, that meet the objectives of this agreement, but not on-going normal collaboration and consultation between the parties.

5.3 The parties agree to establish a formal body to be known as the Partnership Peak Group to oversee the Partnership Agreement. This body is to meet at least four times a year with meetings timed to facilitate University input into the Territory budget process and consultation with the Territory Government in relation to University planning.

5.4 Time-limited and project specific working groups comprising both University and Government representatives may also be established from time to time to progress issues that are presented to the Partnership Peak Group.

5.5 The Partnership Peak Group will carry out annual evaluation of progress under the Agreement.

5.6 The Partnership Agreement may be amended by agreement between the parties.

5.7 The parties agree that any disputes as to the operation of this Agreement will be negotiated initially through the Partnership Peak Group.

5.8 The parties may establish such other working arrangements as are jointly agreed to be necessary to further the objectives of the Partnership Agreement.
6. DURATION OF AGREEMENT

6.1 This Agreement will initially be for a period of three years, with the option of extending it for further periods as agreed between the parties.

6.2 A review of the operation of the Agreement will be undertaken, to commence six months prior to the end of the first three-year term.

EXECUTED as an Agreement

SIGNED for and on behalf of the
Northern Territory Government
by
Clare Martin, MLA, Chief Minister:

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In the presence of:               

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Witness

SIGNED for and on behalf of the
Northern Territory University
by
Professor Ken McKinnon, Vice-Chancellor:

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In the presence of:               

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Witness