2007 – 2012

PARTNERSHIP AGREEMENT

BETWEEN

CHARLES DARWIN UNIVERSITY

AND

THE NORTHERN TERRITORY GOVERNMENT
AGREEMENT made the twenty-first day of November 2006.

BETWEEN:

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

AND:

NORTHERN TERRITORY GOVERNMENT of Australia (the Government).

PREAMBLE

Charles Darwin University (CDU) and the Northern Territory Government (NTG), collectively referred to as the Parties in this Partnership Agreement, are committed to the development of the University as a thriving teaching and research institution that supports the social and economic development of the Northern Territory.

This Partnership Agreement recognises that CDU and NTG have specific roles, responsibilities and governance structures. NTG acknowledges the role of CDU as a multi-sector education provider, and CDU acknowledges the responsibilities of the NTG in creating and administering legislation and implementing policies in the public interest.

CDU and NTG are both working for the overall benefit of the Territory and recognise that a number of objectives are shared by the Parties. These shared objectives form the basis of the Partnership Agreement.

The Parties will build upon the strong foundation and tangible outcomes created by the previous Partnership Agreement (2003-2006) and will further develop existing links between CDU, NTG and the wider community.

COMMENCEMENT

This Agreement commences on 1 January 2007.
1. Vision

The economic and social development of the Northern Territory is supported by a robust and resilient University working in partnership with government agencies, and the wider community to contribute to education, research, policy development and program delivery.

2. Overarching Aim

The overarching aim of the Partnership Agreement is to continue and expand upon the mutually productive and cooperative relationship between CDU and the NTG that will result in lasting and sustainable benefits to the social and economic development of the Northern Territory.

3. Context and Undertakings

The Partnership Agreement operates in a unique Northern Territory setting. Parties to the Partnership Agreement recognise the unique needs and opportunities that exist in this environment, and support a shared framework of understanding in addressing these needs and harnessing opportunities.

3.1 Our Competitive Advantage

3.1.1 The Northern Territory is home to one of the most pristine and sparsely settled regions in the developed world and to two vastly different environments: the tropical north and the desert centre. This environment offers real opportunities for research and investment relevant to a wide range of regional settings.

3.1.2 The Parties have a strong foundation for strategic involvement in South East Asia with the Northern Territory’s proximity to the region facilitating commercial, educational and recreational exchanges and the development of productive and sustainable relationships.

3.1.3 The Northern Territory’s cultural diversity is an asset that benefits the entire community. Indigenous Territorians make up almost 30% of the total population, and 14% of Territorians were born overseas, originating from over 150 countries. Our rich cultural setting promotes tolerance, encourages an appreciation for cultural diversity and provides a unique platform for utilising the diverse experiences and knowledge systems of distinctive cultural groups.

3.2 Intellectual Capital

The Parties will jointly work towards growing the Northern Territory’s intellectual capital as the basis for achieving long term economic and social development. The development of such a capability will attract high performing students and world-class academics to CDU, contribute to the development of NTG policy and increase the Northern Territory’s appeal as a place to visit, live and invest.
3.3 **Innovation**

The Parties will combine their expertise to create dynamic and forward-thinking outcomes to the issues facing the Territory and elsewhere in the world.

3.4 **Working Together**

3.4.1 The Parties agree to increase collaboration and joint investment in areas of commonality in research, teaching and learning, and workforce development in both the higher education and vocational education and training sectors. All pertinent collaborative projects and activities in which the Parties and, where relevant, other organisations or individuals are involved, will be incorporated into the scope of the Partnership Agreement. Consortium activities will be actively pursued where expertise does not reside in the Territory.

3.4.2 The Parties agree to approach the development of projects under the Partnership Agreement through joint investment to achieve agreed outcomes. Wherever possible, other stakeholders with a key interest in the outcomes will be involved in the development of projects and encouraged to become joint investment partners. This approach recognises the benefits that apply to working in partnerships, especially given the small scale of the NT jurisdiction and difficulties in achieving the critical mass required to effect economic and social development.

3.4.3 The Parties agree to actively explore opportunities for cooperation and joint investment in physical and information and communications technology infrastructure development. This approach recognises the benefits of putting forward a whole-of-Territory position to the Australian Government in relation to funding and other partnership opportunities.

3.4.4 The Parties agree to promote jointly the Northern Territory's expertise, innovation and service delivery in national and international arenas as appropriate.

3.4.5 The Parties acknowledge the existing strategic business priorities of each party, including the *2015: Moving the Territory Ahead – Northern Territory Economic Development Framework* and the Charles Darwin University *Strategic Directions*, and recognise that these may change over time. The structure of the Partnership Agreement enables the Parties to realign their mutual priorities during the life of the Partnership Agreement.
4. **Key Objectives**

4.1 The Parties recognise that economic development, social and cultural development and environmentally sustainable development are inextricably linked and that the path to a sustainable future for the Territory is through development that satisfies this triple bottom line.

4.2 The Parties recognise that the key objectives are inter-linked and the achievement of individual objectives will be assisted by the strategies undertaken in respect of other objectives, and outcomes will have benefits across one or more objective.

4.3 **Key Objective 1: Economic Development**
To foster sustainable economic development and create better opportunities for all Territorians, especially in Indigenous, regional and remote communities – preparing the Northern Territory and Territorians to grasp and make the best use of their environment, location and available resources.

4.4 **Key Objective 2: Social and Cultural Development**
To enhance the social and cultural development of the Territory and care for all Territory communities – strategies to ensure that Territorians enjoy a high quality of life in safe, healthy and secure surroundings.

4.5 **Key Objective 3: Environmentally Sustainable Development**
To integrate environmentally responsible practices into policy development, program design and service delivery – meeting the Northern Territory’s current needs without compromising the availability of resources for future generations.

5. **Outcomes**

5.1 **Approach**
The Parties are committed to achieving lasting outcomes for the Northern Territory. The Parties recognise that the needs of Territorians are constantly evolving and that best practice is developing through findings of research, innovation and advancements in technology.

5.2 **Linking Outcomes with Shared Strategic Priorities**
The Parties agree that the outcomes of activities identified under the Partnership will be measurable through agreed performance indicators and will demonstrably contribute to the achievement of shared CDU and NTG objectives and priorities.

5.3 **Core Outcomes**
Partnership activities will focus on achieving the following core outcomes:

5.3.1 A critical mass of University enrolments, resident teaching and research staff, and funding applications to build the capacity of CDU and enhance CDU’s role as a cultural and intellectual leader in the local and global community.
5.3.2 Courses relevant to both industry and NTG needs that, among other things, seek to address the concerns of the NT's broad small to medium enterprise sector, recognised skill shortages and the identified needs of Indigenous communities.

5.3.3 Research and evaluation that contributes to public policy and service delivery methods relevant to the NT's economic, social and environmental needs.

5.3.4 Structures and processes that facilitate shared communication of strategic priorities, infrastructure, staff and other resources to maximise the NT's ability to leverage Australian Government funding and promote efficiency.

5.3.5 Research programs in niche areas that serve to maximise the NT's natural comparative advantages, raise the University's research profile in the national and international arena, and provide relevancy to both the NT's industry and community needs.

5.3.6 Vocational education and training (VET) and higher education sectors that are relevant and appropriate to industry needs, seek to achieve real employment outcomes, offer a range of suitable courses, and provide seamless pathways for learning, including practical options to move between industry, secondary education, VET and higher education sectors.

5.3.7 A thriving and engaged Indigenous population that achieves success in relevant education, employment and training programs which are clearly linked to economic and social outcomes.

6. Implementation

6.1 Schedules

Specific projects and initiatives of the Partnership will be managed through schedules to the Partnership Agreement. The schedules provide a framework to guide the development of specific projects and facilitate planning, reporting and evaluation mechanisms to detail how the Agreement's outcomes are being achieved. The participants in each schedule will be drawn from the University and Government with a 'leader(s)' drawn from each party.

Schedules under this Partnership Agreement are available at www.cdu.edu.au/government.

6.2 Projects

Each schedule will have a number of projects which relate to one or more of the core objectives of the Partnership. Projects will specify the outcomes of the Agreement which it is seeking to achieve.

7. Governance

The Parties are committed to the principles of best practice in corporate governance, recognising that strong and accountable governance is directly linked to achieving practical outcomes that may be measured in both quantitative and qualitative forms.
7.1 Peak Group

7.1.1 The Partnership will be governed by a Peak Group which will:

- provide leadership across the full range of Partnership activities, including the development of frameworks for the Partnership;
- add, review and remove Schedules of the Partnership Agreement; appoint leaders to drive and monitor schedule activity; and establish working groups to resolve issues of mutual significance; and
- Undertake any other activity consistent with the desired outcomes and objectives as this Partnership Agreement.

7.1.2 The Peak Group will comprise three representatives of the University, nominated by and including the Vice-Chancellor, and three representatives of Government, nominated by and including the Chief Executive, Department of the Chief Minister.

7.1.3 The Peak Group will be alternately chaired by a member representing the University and a member representing Government.

7.2 Evaluation

7.2.1 The Peak Group will conduct an annual evaluation of progress and outcomes under the Partnership Agreement and report this to University Council and Government Cabinet;

7.2.2 The evaluation will be based on financial years.

7.2.3 A formal review will be conducted by an independent party, commencing at least six months prior to the end of the Partnership Agreement term.

7.3 Variation

The Partnership Agreement may be amended by mutual consent of the Parties. The Parties may also establish other arrangements to further the objectives of the Partnership Agreement.

8. Term

The term of the Partnership Agreement is five years.


9.1 Carry Over of Schedules and Projects from the 2003-2006 Partnership Agreement

Schedules and projects from the 2003-2006 Agreement which have not been completed will carry over to the 2007-2012 Agreement and will form part of new schedules, as determined by the Peak Group.

9.2 Annual Evaluation

The evaluation covering the period 1 July to 31 December 2006 will form part of the first report under this Agreement.
EXECUTED as an Agreement

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

[Signature]

In the presence of:

[Signature]
Witness

SIGNED for and on behalf of the
Charles Darwin University
by
Professor Helen Garnett, Vice-Chancellor:

[Signature]

In the presence of:

[Signature]
Witness