



**MEMORANDUM OF
UNDERSTANDING**

BETWEEN

**UNIVERSITY OF TASMANIA
("UTAS")**

AND

**TASMANIAN COUNCIL OF SOCIAL SERVICE INC
("TASCOSS")**

(each a "Party" and together the "Parties")

BETWEEN

UNIVERSITY OF TASMANIA ABN 30 764 374 782 of 2 Churchill Avenue, Sandy Bay in Tasmania, Australia ("**UTAS**");

AND

TASMANIAN COUNCIL OF SOCIAL SERVICE INC ABN 69 078 846 944 Level 3, 86 Murray St TAS 7000 GPO Box 771, Hobart TAS 7001 ("**TasCOSS**");

(each a "**Party**" and together the "**Parties**")

INTRODUCTION

- A. The functions of UTAS include that it will advance, transmit and preserve knowledge and learning, promote higher education having regard to principles of merit and equity, and engage in activities which promote the social, cultural and economic welfare of the community.
- B. **The Tasmanian Council of Social Service (TasCOSS)** is the peak body for the community services industry in Tasmania. TasCOSS advocate to challenge and change the systems, behaviours and attitudes that create poverty, inequality and exclusion, to ensure all Tasmanians have the same opportunity to live a good life. This includes ensuring the industry has the skilled and diverse workforce it needs to support these outcomes.
- C. UTAS and **TasCOSS** each have a commitment to collaborate on shared activities that further progress equity, equality and inclusion and are aligned to the mission/function of each organisation. This may include shared research and the provision of education and training, experiences and activities for students and those associated with the provision of community services, as well as assistance in the provision of structures and processes.
- D. To advance their shared commitment to this shared objective, UTAS and **TasCOSS** intend to collaborate with a view to conducting joint activities as set out in this Memorandum of Understanding ("**MOU**"). A schedule of work will be created and reviewed with the aim to creating sustainable workforce development and a sustainable industry.

1. MUTUAL COOPERATION FOR JOINT ACTIVITIES

- 1.1. The Parties are committed to jointly exploring collaboration on shared activities that further progress equity, equality and inclusion and are aligned to the mission/function of each organisation.
- 1.2. To this end, the Parties intend to commit to collaborate in education and training, governance, research, and work integrated learning experiences for students.
- 1.3. In particular the Parties seek to identify, discuss and define opportunities:
 - (a) **Education;** TasCOSS and UTAS adopt industry informed views and knowledge to develop and refine courses or work placement practices to address the needs of our constituents. This is initially, but not limited to, Allied Health, social work and social policy, teaching, leadership and management in the sector. Schedules to be

provided but activities may include symposiums, conferences, courses and course review inputs.

- (b) **Governance;** TasCOSS and UTAS collaborate and are stakeholders at various levels of the organisation. This will range from Industry Plan Advisory Council, Industry Plan Steering Committee and specifically the Industry Plan Priority 2: workforce.
- (c) **Research;** TasCOSS and UTAS collaboration will focus on research opportunities such as social equity, industry sustainability, social change and policy development . These activities will be informed by the existing and emerging work of each Party, for example the Workforce Coordination Project and the broader Industry Plan within TasCOSS, and both parties' work on the Good Life, as well as opportunistically as agreed by both Parties. Specific schedules to be developed and may take the form of research symposiums or working groups.
- (d) **Work integrated learning experiences;** TASCOS and UTAS will explore mutually beneficial work integrated learning opportunities for students across a number of UTAS courses. Schedules will be developed in conjunction with the relevant activities and Work Integrated Learning agreements.

2. REPRESENTATIVES

2.1. Each Party will appoint a representative ("**Representative**") who is responsible for:

- (a) leading the co-operation between the Parties as set out in clause 1;
- (b) identifying any issues that arise between the Parties, and referring those issues to the appropriate person within their organisation for resolution;
- (c) discussing issues arising out of this MOU with the other Party; and
- (d) co-ordinating the exchange of information between the Parties.

2.2. The Representative of each Party at the date of this MOU is:

<p>For UTAS: Name: Kate Darian-Smith Position: Executive Dean and PVC CALE Contact Address: 2 Churchill Avenue, Sandy Bay in Tasmania, Australia Contact Telephone Number: +61 3 6226 1874 Email: kate.dariansmith@utas.edu.au</p>	<p>For TASCOS Name: Adrienne Picone Position: CEO TasCOSS Contact Address: Level 3, 86 Murray Street, Hobart, TAS, 7000 Contact Telephone Number: 03) 6231 0755 Email: adrienne@tascoss.org.au</p>
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2.3. The Representative of a Party may be substituted by that Party, in which case the Party should notify the other Party of the new Representative.

2.4. A Party must not assume, by virtue of a person's appointment as a Representative, that the Representative is authorised to bind the Party, or to execute any agreement on its behalf.

3. **OUTCOMES OF DISCUSSIONS**

3.1 From time to time, the outcome of the cooperation described in clause 1 will be that the Parties agree to negotiate and execute agreements about specific opportunities.

3.2 Without limiting the foregoing, the Parties may from time to time enter into agreements which can be expected to include provisions dealing with:

(a) Professional Experience Placements

(b) Research Contracts

3.3 The Parties acknowledge that an agreement of the kind described by clause 3.2 must be in writing and signed by a duly authorised representative for it to be legally binding.

4. **CONFIDENTIALITY**

4.1 "**Confidential Information**" in this MOU means any information which is expressed by either Party to be confidential or which the Parties know or ought to know is intended to be confidential, but does not include information that is public knowledge or developed independently by a Party wishing to disclose the information.

4.2 A Party ("**Recipient**") will not disclose any Confidential Information belonging to the other Party ("**Discloser**") unless:

(a) the disclosure is required by law;

(b) the Confidential Information was known to the Recipient prior to its disclosure or it was made available to the Recipient by a third party which does not owe obligations of confidentiality to the Discloser; or

(c) the Discloser has first given its written consent to the disclosure of the Confidential Information.

4.3 Each Party will take reasonable steps to ensure that it, and its employees, agents and sub-contractors comply with the terms of clause 4.2 of this MOU.

4.4 Despite any term to the contrary, the Parties agree that the existence and terms of this MOU are not Confidential Information.

5. **DEALINGS**

5.1 Nothing in this MOU is intended to:

- (a) prevent a Party from engaging in activities or research independently of the other Party in the areas covered by this MOU, including in collaboration with third parties;
- (b) create a relationship between the Parties of partnership or joint venture;
- (c) require either Party to assign or create any rights to its intellectual property for the benefit of the other Party; or
- (d) require a party to disclose Confidential Information.

6. MEDIA AND PUBLICITY

- 6.1 The Parties commit to consult prior to any publication, promotional and advertising material, public announcement or other similar activity relating to matters dealt with in or arising under this MOU. Following that consultation the Parties will acknowledge each other in accordance with each Party's requirements.

7. TERM AND VARIATION

- 7.1 The term of this MOU is a period of three (3) years from the date of execution by the last of the Parties, unless terminated earlier by the mutual consent of the Parties.
- 7.2 Either Party may terminate this MOU at any time and for any reason by providing not less than 6 month's notice in writing to the other Party.
- 7.3 This MOU may only be varied or amended by written agreement between the Parties.
- 7.4 The Parties may extend this MOU by further written agreement.

8. MISCELLANEOUS

- 8.1 The Parties do not wish to be legally bound by the provisions of this MOU, with the exception of clause 4 which survives the termination or expiry of this MOU.
- 8.2 With the exception of the obligations in clause 4, this MOU serves only as a record of the Parties intentions pending possible execution of further agreements as contemplated by clause 3.
- 8.3 This MOU is governed by the law of the State of Tasmania, Australia, and the Parties submit to the non-exclusive jurisdiction of the courts of that State.

EXECUTION BY PARTIES

SIGNED for and on behalf of the UNIVERSITY)
OF TASMANIA)
in the presence of:)

flower
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Signature of Witness
Ceri Flowers

.....
Name of Witness
(block letters)

DATE: 10 February 2023
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K Darian-Smith

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Signature of authorised person
Executive Dean and Pro Vice-Chancellor, CALE

.....
Office held
Professor Kate Darian-Smith

.....
Name of authorised person
(block letters)

SIGNED for and on behalf of TASSCOSS)
in the presence of:)
.....)

C Butler
.....
Signature of Witness

Claudia Butler
.....
Name of Witness
(block letters)

DATE: 07.02.23
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Charlie Burton

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Signature of authorised person
Acting CEO

.....
Office held
CHARLIE BURTON

.....
Name of authorised person
(block letters)