

Late Item 8.6.3

Ordinary Meeting

Thursday, 20 July 2017

commencing at 9.00am

Council Chambers, 1 Omrah Avenue, Caloundra

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8 REPORTS DIRECT TO COUNCIL**8.6 OFFICE OF THE MAYOR AND THE CEO****8.6.3 SUNSHINE COAST COUNCIL AND UNIVERSITY OF THE SUNSHINE COAST REGIONAL PARTNERSHIP AGREEMENT**

File No:	Statutory Meetings
Author:	Chief Executive Officer Office of the Mayor and Chief Executive Officer
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PURPOSE

This report seeks approval for the Chief Executive Officer to execute a Regional Partnership Agreement (RPA) with the University of the Sunshine Coast (USC) to establish a framework within which the parties can manage and grow their partnership relationships and pursue shared projects and activities that are beneficial to both organisations and the wider region.

EXECUTIVE SUMMARY

The USC and Council enjoy a long standing relationship that spans over two decades since the establishment of the University, progressing through the period of local government reform of nearly a decade ago into the current regional landscape that is the Sunshine Coast in 2017.

Today, the USC and Council are the foremost institutions in the region, two of the largest employers and possessing similar goals and aspirations. Both organisations enjoy a productive and collaborative partnership and relationship and attach great importance to that relationship.

There are many successful and significant outcomes that both organisations have achieved together over the last five years in particular – from the development of the *Regional Economic Development Strategy* to securing the region's first national league sporting team in the Sunshine Coast Lightning. Both of these initiatives alone will provide important legacies for the economic and social fabric of the region for decades to come.

As the region continues to grow, both organisations continue to evolve and adapt to servicing a larger customer base and are competing in wider markets for public investment funds from other tiers of government and the private and philanthropic sectors. Both the USC and Council officers have recognised there is a need to provide a more formal platform and structure for the collaborative relationship moving forward. The need for a more formalised partnership arrangement reflects the breadth and complexity of matters that are priorities for each organisation and the potential for significant demand being placed on finite resources. There is also a recognised need to capture the expertise that exists in both organisations and utilise this in a way that is agreed to by the executive of both organisations and is directed and channelled to furthering an agreed set of priorities that will be of benefit to the future growth, prosperity and sustainability of the region.

The Regional Partnership Agreement (see **Appendix A**) provides a simple yet comprehensive framework that will underpin the relationship between Council and the USC for the next four years and identifies core areas that will be the focal point for collaborations over that time. Commitment of resources by one or both parties will occur through an executive governance arrangement that will offer a clearer line of sight between ideation, project conception and implementation. It also provides an opportunity to identify and

resolve quickly any areas of concern, and facilitate access to a wider field of expertise for Council in pursuing its own regional agenda.

The Regional Partnership Agreement reflects the important contributory role that the USC and Council both play in strengthening the position of the parties and enhancing the value proposition of the region. Formalising the Regional Partnership Agreement is an important step to guiding the commitment of resources to pursue agreed research collaborations, program and facility developments over the next four years where these are clearly of mutual and regional benefit.

OFFICER RECOMMENDATION

That Council:

- (a) Receive and note the report and attachment titled “Sunshine Coast Council – University of the Sunshine Coast Regional Partnership Agreements**
- (b) Endorse the Regional Partnership Agreement (Appendix A) between the Sunshine Coast Council and the University of the Sunshine Coast and**
- (c) Authorise the Chief Executive Officer to make any minor amendments that may be needed and execute the Regional Partnership Agreement (Appendix A).**

FINANCE AND RESOURCING

Both the USC and Council have borne their own costs in developing the proposed Regional Partnership Agreement. Council’s costs involved in developing the Regional Partnership Agreement have been funded through the existing budget allocation for the Office of the Mayor and Chief Executive Officer.

The RPA indicates a preparedness to allocate up to \$2 million over the four year life of the agreement towards mutually agreed projects and services. The commitment of additional resources by Council to agreed, specific initiatives under the Regional Partnership Agreement that are not identified within existing approved budgets will be considered as part of Council’s budget development and review processes.

CORPORATE PLAN

Corporate Plan Goal: **A smart economy**

Outcome: 1.3 - Investment and growth in high-value industries

Operational Activity: 1.3.4 - Continue to work with the University of the Sunshine Coast, TAFE and the broader education and training sector to implement Study Sunshine Coast, and better prepare and connect young people to education opportunities in the region.

Corporate Plan Goal: **A smart economy**

Outcome: 1.6 - A regional hub for innovation, entrepreneurship and creativity

Operational Activity: 1.6.1 - Establish a regional policy framework to foster innovation, entrepreneurship and creativity

CONSULTATION

Portfolio Councillor Consultation

The Chief Executive Officer has consulted the Mayor and the Deputy Mayor in negotiating and finalising the Regional Partnership Agreement.

Internal Consultation

The input of all Directors was sought on a number of occasions to the content of the proposed Regional Partnership Agreement. The proposed Regional Partnership Agreement has also been provided "in confidence" to a number of Council managers to assist in determining final elements and workings.

The Chief Legal Officer has also been consulted on the final form of the Regional Partnership Agreement.

External Consultation

Extensive engagement has occurred with both the Vice Chancellor (Professor Greg Hill) and the Chief Operating Officer (Dr Scott Snyder) of the USC throughout the development of the Regional Partnership Agreement.

PROPOSAL**Context**

The USC and Council enjoy a long standing relationship that spans over two decades since the establishment of the University, progressing through the period of local government reform of nearly a decade ago to the current regional landscape that is the Sunshine Coast in 2017. This relationship has built from project specific arrangements with the predecessor councils prior to local government amalgamations to a wider regional collaboration in distinct areas of mutual interest.

Today, the USC and Council are the foremost institutions in the region, two of the largest employers and possessing similar goals and aspirations. Both organisations enjoy a productive and collaborative partnership and relationship and attach great importance to that relationship.

There are many successful and significant outcomes that both organisations have achieved together over the last five years in particular – from the development of the *Regional Economic Development Strategy* to securing the region's first national league sporting team in the Sunshine Coast Lightning. Both of these initiatives alone will provide important legacies for the economic and social fabric of the region for decades to come.

The span of matters where the USC and Council have partnered relates not just to regional economic development initiatives. Since 2011, there has been a joint approach to funding specific USC based research projects that align with the core deliverables in Council's Corporate Plan, investigations into new technologies and solutions that Council may deploy throughout the public realm and the promotion of the high performance sport participation, rehabilitation and recovery assets at the USC to attract visiting national and international teams. A more comprehensive list of initiatives undertaken collaboratively by the USC and Council in more recent years is provide as an annexure to Appendix A.

As the region continues to grow, both organisations continue to evolve and adapt to servicing a larger customer base and are competing in wider markets for public investment funds from other tiers of government and the private and philanthropic sectors.

Both the USC and Council officers have recognised there is a need to provide a more formal platform and structure for the collaborative relationship moving forward. The need for a more formalised partnership arrangement reflects the breadth and complexity of matters that are priorities for each organisation and the potential for significant demand being placed on finite resources. There is also a recognised need to capture the expertise that exists in both organisations and utilise this in a way that is agreed to by the executive of both organisations and is directed and channelled to furthering an agreed set of priorities that will be of benefit to the future growth, prosperity and sustainability of the region.

Proposed Regional Partnership Agreement

Earlier this year, discussions commenced between the Vice Chancellor of the USC and the Chief Executive Officer of Council on the need for a partnership agreement that would assist in defining the breadth of the relationship and enable better prioritisation for areas of collaboration and coordination and monitoring of agreed commitments.

The Regional Partnership Agreement at **Appendix A** provides a simple yet comprehensive framework that will underpin the relationship between Council and the USC for the next four years and identifies core areas that will be the focal point for collaboration over that time.

Essentially, it has been identified that the parties will collaborate on common themes and achieving measurable and sustainable outcomes for the Sunshine Coast region, with a particular focus on the following Priority Areas of activity:

- Economic Development & Infrastructure;
- Research;
- Community Engagement; and
- Smart City and Operational Efficiencies.

Specific projects that could potentially be advanced in each Priority Area are outlined in Schedules 1 – 4 of the Regional Partnership Agreement at Appendix A.

Commitment of resources by one or both parties will occur through an executive governance arrangement that will offer a clearer line of sight between ideation, project conception and implementation. It also provides an opportunity to identify and resolve quickly any areas of concern, and facilitate access to a wider field of expertise for Council in pursuing its own regional agenda.

To this end the RP provides for the establishment of an Executive Committee which will:

- a) provide a forum for both parties to discuss their respective priorities, particularly within the Priority Areas, and identify opportunities for collaboration and cooperation;
- b) consider, review and endorse any proposals for collaboration between the USC and SCC which may involve the commitment of funding and/or resources;
- c) provide leadership across the full range of activities to be considered under the Regional Partnership Agreement;
- d) appoint area leaders and working groups to resolve issues of mutual significance, particularly within the Priority Areas;
- e) ensure that regular reports are received by the Executive Committee from the area leaders and the working groups to better monitor progress;
- f) undertake any other activity consistent with the stated objectives of this Regional Partnership Agreement;
- g) provide a channel for communications between staff of both entities.

The membership of the Executive Committee will include the Vice Chancellor and senior representatives of the USC and the Mayor, Deputy Mayor and Chief Executive Officer of Council.

The Regional Partnership Agreement reflects the important contributory role that the USC and Council both play in strengthening the position of the parties and enhancing their value proposition of the region. Formalising the Regional Partnership Agreement is an important step to guiding the commitment of resources to pursue agreed research collaborations, program and facility developments over the next four years where these are clearly of mutual and regional benefit.

From Council's perspective, the development, growth and continuing reinvestment by the University within the region is a significant economic and social development priority for the region. Many regions do not have access to a locally based tertiary facility that maintains a shared commitment to a suite of common regional outcomes. The Regional Partnership

Agreement also provides the basis for Council to source leading research and development expertise on a range of innovations and initiatives that it is looking to pursue, supported locally and generating both intellectual property and opportunities for local residents (particularly young people) to develop their expertise and expand their capabilities.

Importantly the Regional Partnership Agreement is not an exclusive arrangement and specifically ensure that both party may pursue matters of interest either individually or with other parties, should either party seek to do so. This is no different to how the current relationship between USC and Council operates. The Regional Partnership Agreement is also explicit in ensuring that Council's statutory and regulatory role and associated decision-making is not fettered in any way as a result of the agreement between the parties.

Legal

The proposed Regional Partnership Agreement has been reviewed and settled by Council's Legal Services Branch. The Regional Partnership Agreement is a non-binding understanding providing the framework around which Council and the University will look to continue to cooperate with one another in developing common themes and programs.

The Regional Partnership Agreement provides clear statements in clauses 4.8 and clause 6.1 that it is not binding and that the parties, by entering into the Agreement, do not intend the document to impose legal obligations on one another.

Policy

The development of the proposed Regional Partnership Agreement has occurred with full consideration of Council policies and in support of the Corporate Plan performance pathway of collaborative, proactive relationships with community, business and government.

Risk

As with any Agreement, in determining the intention of the parties, not only is the text of the Regional Partnership Agreement important but also the conduct of the parties.

If the parties, by their conduct in the future, act in a manner that suggests they are treating the Regional Partnership Agreement as contractually binding, there is a risk that the Agreement may be treated as binding in law. Any such risk is easily managed by ensuring that any future discussions that provide detail of intended financial commitments is predicated with commentary that prior formal approval is required.

Previous Council Resolution

This matter has not previously been considered by Council.

Related Documentation

There is no related documentation relevant to this report.

Critical Dates

Ideally – and subject to Council endorsement – it would be advantageous to Council to have the Regional Partnership Agreement executed by 21 July 2017.

Implementation

Subject to Council endorsing this report, the Chief Executive Officer will move to execute the Regional Partnership Agreement with the Vice Chancellor. Following this, the Regional Partnership Agreement Executive Committee will be established and should meet for the first time prior to the end of August 2017.

**REGIONAL PARTNERSHIP
AGREEMENT**

UNIVERSITY OF THE SUNSHINE COAST

AND:

SUNSHINE COAST REGIONAL COUNCIL

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REGIONAL PARTNERSHIP AGREEMENT (RPA)

Dated this day of 2017

BETWEEN

UNIVERSITY OF THE SUNSHINE COAST **(USC)**
(ABN 28 441 859 157)
90 Sippy Downs Drive, Sippy Downs, Queensland

AND

SUNSHINE COAST REGIONAL COUNCIL **(SCC)**
(ABN 37 876 973 913)
PO Box 547, Nambour, Queensland

Background

- A. The University of the Sunshine Coast (USC) is one of Australia's fastest growing universities, serving the Sunshine Coast and extended region from the Fraser Coast to north Brisbane. On opening in 1996, USC became the first greenfield university to be established in Australia since 1975.
- B. USC currently employs more than 900 staff (excluding casuals) across its faculties and central administration to support its teaching, research and engagement commitments. USC offers more than 100 undergraduate and postgraduate study programs through two faculties and eight schools. USC is on track to reach projected student enrolments of 20,000 by 2020.
- C. The Sunshine Coast Council (SCC) represents the interests of approximately 300,000 people in the region and includes coastal urban centres and inland towns, extending from Eumundi and Peregrine Springs in the north to Beerburrum in the south. The region encompasses a total land area of about 2,300 square kilometres, including significant beaches, coastline, waterways, national parks, state forests, hinterland, bushland and agricultural land. SCC employs more than 1,800 staff and 2,000 contractors, in addition to managing thousands of volunteers.
- D. The SCC Corporate Plan 2017-2021 establishes the vision for the Sunshine Coast to be Australia's most sustainable region – healthy, smart, creative
- E. Central to the Sunshine Coast Regional Economic Development Strategy (2013-2033) is the fundamental importance of expanding and encouraging investment in seven high-value industries of which education and research is one, with predictions that this sector will be the second largest employer in the region by 2033.
- F. The importance of SCC's and USC's contributions to the economy and community is reflected in the symbiotic working relationship which exists between SCC and USC and demonstrated by the range of collaborations and cooperative activities detailed in the Annexure.

- G. SCC and USC are engaged in developing a partnership to facilitate relevant outcomes and relationships to maximise the effectiveness of engagement between SCC, USC and the Sunshine Coast community.
- H. The purpose of this RPA is to establish a framework within which the parties agree on methods for achieving mutual support in terms of relationships, the nature of joint and shared projects and activities, communication and reporting.

The parties agree as follows:

1. Definitions

The terms used in this RPA, unless the contrary intention appears, have the following meaning:

Commencement Date means 1 July 2017.

Confidential Information means

- (a) the terms of this RPA, but not the existence of this RPA;
- (b) information concerning the negotiation of this RPA;
- (c) information (whether or not owned by a party) that is by its nature confidential, including any information relating to:
 - (i) potential funding, grants or other expenditure by SCC;
 - (ii) procurement processes (actual or potential) of SCC
 - (iii) SCC internal management or governance;
 - (iv) SCC meetings under the Local Government Act; or
 - (v) confidential discussions between the Parties pursuant to the terms of this RPA, including clause 5.
- (d) information which the receiving party knows or ought to know is confidential; but does not include information which:
 - (i) is or becomes public knowledge other than by breach of this RPA;
 - (ii) is in the possession of a party without restriction in relation to the disclosure before the date of receipt; or
 - (iii) has been independently developed or acquired by the receiving party.

2. Interpretation

2.1 In this RPA, unless the contrary intention appears:

- (a) clause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;
- (b) a reference to a person includes a partnership and a body whether corporate or otherwise;
- (c) where a word or phrase is given a particular meaning, other parts of speech and

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- grammatical forms of that word or phrase have corresponding meanings;
- (d) a reference to a clause, annex or schedule is a reference to a clause of, or annex or schedule to, this RPA;
 - (e) no provision of this RPA will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this RPA or that provision;
 - (f) a reference to “including” should be read as “including, without limitation”;
 - (g) a reference to writing, or written, refers to any representation of words, figures or symbols capable of being rendered in a visible form; and
 - (h) words in the singular include the plural and vice versa.

3. Objectives and Outcomes

- 3.1 The parties agree that the overall objective of this RPA is that the economic, social and environmental development of the Sunshine Coast is supported by a robust and resilient University working in partnership with the SCC, to establish the Sunshine Coast as Australia’s most sustainable region – healthy, smart, creative.
- 3.2 In particular, the parties are committed to developing common themes for advancing the region, and achieving measurable and sustainable outcomes for the Sunshine Coast region, with particular focus on the following **Priority Areas**:
 - (a) Economic Development & Infrastructure as reflected in Schedule 1;
 - (b) Research as reflected in Schedule 2;
 - (c) Community Engagement as reflected in Schedule 3; and
 - (d) Smart City and Operational Efficiencies as reflected in Schedule 4.
- 3.3 The parties agree to:
 - (a) increase the quality and quantity of collaboration and joint investments in the Priority Areas;
 - (b) seek to work with the private sector and the non-government sector in the Sunshine Coast region (and as appropriate, beyond the Sunshine Coast region) to further the objectives of this RPA;
 - (c) pursue consortium arrangements where the required expertise does not reside solely within either of the parties.
 - (d) Identify three key projects that the partners can work collaboratively on to achieve outcomes as per 3.1.

4. Principles of Cooperation

- 4.1 The parties wish to facilitate cooperation and in that regard, both parties:
 - (a) seek to develop common themes for advancing the region;
 - (b) make a commitment to open discussion, positive negotiation and a problem-solving approach to all matters related to fulfilling the objectives of this RPA;
 - (c) will explore regular opportunities for dialogue and the establishment of formal mechanisms and processes for communication and input;
 - (d) recognise and respect the diverse strengths and contributions each brings to the relationship;
 - (e) will have equal status in decision making on all matters related to fulfilling the

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- objectives of this RPA; and
- (f) commit to informing the other of any new information and developments which could impact on the fulfilling of the objectives of this RPA.
- 4.2 In developing programs and activities under this RPA, the parties may enter into a written agreement (**Written Agreement**) which will, where relevant, include reference to the following:
- (a) provision of appropriate support, funding or infrastructure, and the costs relating to such support, funding or infrastructure to be met by the parties;
 - (b) applications to third parties for funding to support programs and/or infrastructure for the region;
 - (c) contributions to any associated costs;
 - (d) special rates, discounts or subsidies offered by the parties;
 - (e) intellectual property management; and
 - (f) marketing
- 4.3 The parties will enter into any Written Agreement in a spirit of respect and mutual goodwill and will accord to each other all reasonable cooperation and assistance in the use of their respective facilities, services and human resources.
- 4.4 The terms and conditions under which the parties agree to undertake specific programs or activities that may involve funding, financial and/or resource commitments by both parties will:
- (a) be considered and endorsed by the Executive Committee prior to any formalised Written Agreement being executed;
 - (b) be recorded in a Written Agreement between the parties before the program or activity starts;
 - (c) accurately reflect the parties' respective obligations and expectations relevant to the program or activity; and
 - (d) require any decision by Council to be in full compliance with all its statutory obligations, policies and procedures in particular with regards any expenditure of public monies, allocation of resources and the procurement of any materials and services.
- 4.5 In the event that there is any inconsistency between the terms of any Written Agreement and this RPA, the Written Agreement will prevail.
- 4.6 The parties agree that this RPA will not prevent either party from undertaking any activities or cooperating with third parties or acting independently of the other.
- 4.7 USC acknowledges and agrees that by entering into this RPA:
- (a) SCC's obligations to exercise or not exercise any of its executive or statutory rights, functions, duties or powers as a local government are not fettered by this RPA or SCC's support or otherwise for any project, program or funding developed under this RPA;
 - (b) Any activities, projects, programs or funding developed under this RPA are to be limited to the Sunshine Coast local government area; and
 - (c) Unless otherwise approved by SCC, USC must not represent to any third party that by virtue of SCC's involvement in any project, program or finding SCC supports or otherwise any particular product, solution, design, work method or outcome.
- 4.8 Without limiting clause 6, the parties acknowledge and agree that the principles of cooperation outlined in this clause are not intended to be legally binding, including with respect to the

negotiation or development of any agreements in association with this RPA.

5. Governance

- 5.1 The parties are committed to the principles of best practice in governance, recognising that strong, accountable and transparent governance is directly linked to achieving desired and measurable outcomes.
- 5.2 The parties agree to establish an Executive Committee which will:
- (a) provide a forum for the parties to discuss their respective priorities, particularly within the Priority Areas, and identify opportunities for collaboration and cooperation;
 - (b) consider, review and endorse any proposals for collaboration between the USC and SCC which may involve the commitment of funding and/or resources;
 - (c) provide leadership across the full range of activities to be considered under this RPA, including the development of frameworks to assist in the implementation of the objectives of this RPA;
 - (d) appoint area leaders and working groups to resolve issues of mutual significance, particularly within the Priority Areas;
 - (e) ensure that regular reports are received by the Executive Committee from the area leaders and the working groups as to progress on matters assigned to such area leaders and the working group, as the case may be;
 - (f) undertake any other activity consistent with the stated objectives of this RPA;
 - (g) ensure all communications between staff of both entities go via the Executive Committee. Any communications from staff other than via the Executive Committee, USC Vice Chancellor or SCC Chief Executive Officer will not have any legal standing or represent an endorsed proposal or offer from the organisation from which it has originated.
- 5.3 The Executive Committee will comprise at least two of three representatives from each party as follows:
- (a) USC: The Vice Chancellor and President, the Chief Operating Officer and the Director of the office of the Vice Chancellor and President;
 - (b) SCC: The Mayor, the Deputy Mayor and the Chief Executive Officer and relevant functional Director and Chief Strategy Officer; and
 - (c) The secretariat will rotate between the two (2) entities as dictated by where the meeting is to be held.
- 5.4 SCC is prepared to allocate up to \$2 million (\$500,000 per annum) towards initiatives that are mutually agreed projects or services in the functional areas listed in the annexure and schedules.
- 5.5 The Executive Committee will meet as necessary, but at least three times a year. Meetings of the Executive Committee will be chaired alternately by a member representing USC and a member representing SCC. The agenda for the meeting will be set by the relevant chair, which will be circulated at least ten (10) business days prior to the proposed meeting.
- 5.6 External parties can be invited by representatives of the Executive Committee to attend meetings as observers or to make presentations as required.

- 5.7 The parties recognise that performance monitoring and open communication are essential to the success of this RPA and agree to develop systems for ongoing dialogue on the full range of issues of mutual interest. In particular, the Executive Committee will conduct an annual evaluation of progress and outcomes under the RPA and report respectively to USC and SCC.

6. Scope of RPA

- 6.1 The parties agree that this RPA is not binding on the parties, and does not create any legal obligations on either party, except in respect of the obligations contained in clause 8 (Confidential Information) and clause 8A (Intellectual Property).

7. Term and Termination

- 7.1 This RPA commences on the Commencement Date and expires on 30 June 2021.
- 7.2 Either party may terminate this RPA (at its complete discretion) by providing 30 days' written notice to the other party.
- 7.3 The termination of this RPA will not affect any rights or obligations under any formal agreement entered between the parties pursuant to this RPA or otherwise. Those agreements remain in effect according to their respective terms.

8. Confidential Information

8.1 Treatment of Confidential Information

Each party acknowledges that the Confidential Information of the other party is valuable to the other party. Each party undertakes to maintain, protect and preserve the confidential nature and secrecy of the Confidential Information of the other party.

8.2 Use of Confidential Information

A party receiving Confidential Information (**Recipient**) may only use the Confidential Information of the party disclosing Confidential Information (**Discloser**) for the purposes of performing the Recipient's obligations or exercising the Recipient's rights under this RPA.

8.3 Disclosure of Confidential Information

A Recipient may not disclose Confidential Information of the Discloser to any person except:

- (a) representatives, legal advisers, auditors and other consultants of the Recipient who require it for the purposes of the Recipient performing its obligations or exercising its rights under this RPA and then only on a need to know basis; or
- (b) with the prior written consent of the Discloser; or
- (c) if the Recipient is required to do so by:
 - (i) law ;
 - (ii) order of any court or tribunal of competent jurisdiction; or
 - (iii) by any government agency or other regulatory body;
- (d) if the Recipient is required to do so in connection with legal proceedings relating to this RPA.

8.4 Disclosure by Recipient

A Recipient disclosing information under clause 8.3(a) or (b) (Disclosure of Confidential Information) must ensure that persons receiving Confidential Information from it are aware it is the other party's Confidential Information and are required to not disclose the information except in the circumstances permitted

8.5 Delivery Up of Confidential Information

Subject to clause 8.6 (Exceptions), on the Discloser's request, the Recipient must immediately deliver to the Discloser all documents or other materials containing or referring to the Discloser's Confidential Information which are:

- (a) in the Recipient's possession, power or control or
- (b) in the possession, power or control of persons who have received Confidential Information from the Recipient under clauses 7.3(a) or 7.3(b) (Disclosure of Confidential Information).

8.6 Exceptions

The obligation in clause 8.5 (Delivery Up of Confidential Information) does not apply to Confidential Information of the Discloser that the Recipient requires:

- (a) in order to exercise its rights or perform its obligations under this RPA;
- (b) which the Recipient is required or otherwise entitled to retain, including under the Public Records Act or Right to Information Act.

8.7 No disclosure of terms of RPA

In addition to the above and except as otherwise agreed or required by law, no party may disclose the terms of this RPA to any person other than its employees, accountants, auditors, financial advisers or legal advisers on a confidential basis.

8A. Intellectual Property

The parties acknowledge and agree that each party retains ownership and any rights to all intellectual property:

- (a) developed by that party prior to the commencement of the RPA; and
- (b) developed by that party, without substantive contribution of the other party, under or in association with this RPA.

10. Media Statements

- 10.1 The parties agree to consult with each other before making any public announcements regarding this RPA or any collaboration contemplated by it, provided that either party may issue a brief statement which is substantively consistent with the following statement, without the need for prior consent:

"The University of the Sunshine Coast and Sunshine Coast Council have entered into a Memorandum of Understanding dated 1 July 2017 with a view to exploring opportunities to establish and promote collaborative activities that will enhance their mutual goals. Both organisations recognise and respect the diverse strengths and contributions that they each bring

to the relationship, and look forward to exploring, developing and evaluating proposals and initiatives to the benefit of each organisation and the communities they serve.”

- 10.2 Otherwise, a party may only issue a media statement, or other announcements, about this RPA and any transactions related to it with the express, written approval of the other party.
- 10.3 Each party must obtain written consent from the other party before it uses the other party’s name or any derivative thereof, or any trademark or logo of the other party.
- 10.4 It is recognised by both parties that SCC utilises the Mayor or SCC Chief Executive Officer and relevant Portfolio Councillor for the spokesperson for its media interfaces.
- 10.5 It is acknowledged and agreed by both parties that either party has the right to make statements or issue media releases on any subject matter where that matter may also be an area where a project is occurring in association with the RPA. The RPA does not constrain or limit either party’s ability to make comment in that regard.
- 10.6 All media inquiries will be managed by SCC, the response for which will require approval of the delegated SCC and USC representatives
- 10.7 USC must forward any media inquiries received by it relating to this RPA to SCC, which will be managed in accordance with clause 10.6.

11. General Terms

11.1 Variation of RPA

This RPA shall only be varied by way of a deed of variation signed by the parties, provided that the parties agree they may agree to changes to the Priority Areas, including specific proposals or projects relating to such Priority Areas by substituting an existing Schedule or Sub-Schedule to this Agreement or by the addition of a new Schedule or Sub-Schedule to this Agreement

11.2 Waiver

The failure of either party to enforce this RPA shall in no way be interpreted as a waiver of its rights under this RPA.

11.3 Entire Agreement

This RPA constitutes the entire agreement between the parties and supersedes all prior representations, agreements, statements and understandings relating to its subject matter, whether verbal or in writing.

11.4 Costs

Each party shall be responsible for its own costs in relation to the preparation of this RPA. In addition, the parties expressly agree that where a party incurs a cost or expense arising from or in connection with this RPA, that party must pay, and is liable for, its own costs and expenses. Nothing in this RPA shall oblige a party to incur any cost or expense, or undertake any work or take any action except as may be provided in a formal agreement executed by the parties either in connection with an activity contemplated by this RPA or otherwise.

11.5 Applicable Law

This RPA is governed by, and is to be construed in accordance with, the laws from time to time in force in Queensland. The parties agree to submit to the jurisdiction of the courts having jurisdiction in Queensland.

11.6 **No Agency, Joint Venture or other Relationship**

The parties acknowledge that they must not hold themselves out as an agent, partner or co-venturer of the other and that this RPA is not intended and does not create an agency, partnership, joint venture or any other type of relationship except the contract relationships established hereby.

11.7 **Notices**

Any notice, advice, agreement, undertaking or any other communication given by one party to the other for the purposes of this RPA must be in writing.

11.8 **Survival of Clauses**

If this RPA is terminated for any reason, or expires, each of this clause and clauses 6, 7 and 8 will survive the termination or expiration of this RPA.

11.8 **Counterparts**

This RPA may be executed in any number of counterparts. Together all counterparts make up one instrument.

EXECUTED BY University of the Sunshine Coast
by the following authorised representative:

.....
^ Signature of University of the Sunshine Coast representative ^

.....
^ Name of University of the Sunshine Coast representative ^

Dated this day of 2017

EXECUTED BY the Sunshine Coast Council by
the following authorised representatives:

.....
^ Signature of Sunshine Coast Council representative ^
MR MICHAEL WHITTAKER
CHIEF EXECUTIVE OFFICER
SUNSHINE COAST COUNCIL

.....
^ Name of Sunshine Coast Regional Council representative ^
MAYOR MARK JAMIESON
SUNSHINE COAST COUNCIL

Date this day of 2017

ANNEXURE

Collaboration and Cooperation

Examples of the range of current and past collaboration and cooperation between USC and SCC include:

- proposed Evacuation Centre RPA;
- proposed Maroochydore city centre investment;
- Sunshine Coast Lightning RPA (and related activities);
- car Parking arrangements for Sippy Downs Campus;
- Qld Pavement Centre RPA;
- permeable pavement and street tree project;
- stormwater culvert project;
- WSUD investigations project;
- Pumicestone Passage tidal flow research project; proposed Collaborative Research RPA relating to environmental health;
- provision of research partnership funding by SCC and USC;
- cooperation in regard to the Sporting Hall of Fame;
- provision of input to Bachelor Regional & Urban Planning undergraduate program;
- development of, and joint delivery/promotion of, the Sunshine Coast Regional Economic Development Strategy 2013-2033;
- support Education Sunshine Coast and Study Sunshine Coast programs;
- finalisation and delivery of Sports Plan; and
- development of a cricket development plan and delivery of a cricket facility for USC and community use by Buderim Cricket Club.
- cooperation in regard to joint marketing initiatives such as Study Sunshine Coast and attracting planning course students

It is recognised that these RPA projects or activities may need to be revisited to ensure they align to the framework agreed.

Areas of possible future collaboration and cooperation between USC and SCC include:

- vegetation, waterways and wildlife;
- high valued industries;
- digital technology;
- floodplain management;
- Smart City initiatives;
- employment and investment;
- light rail;
- branding and tourism;
- cultural, community and performing arts;
- Centre for Excellence in community engagement;
- technology;
- exhibitions;
- student accommodation;
- inter-governmental relations;
- design excellence;
- place making;
- procurement;
- Sports Events;
- Sports Tourism;

- Development of individuals/teams to the elite level;
- Nationally accredited Training Course;
- Attracting nationally recognised Sporting Teams;
- Festivals and Events development;
- Community safety; and
- As agreed at the Executive Committee.

It is also recognised that improved USC and SCC engagement regarding engineering and infrastructure projects would benefit the planning and delivery of major infrastructure to meet the growing demands on the Sunshine Coast region. Collaboration and cooperation on projects and between people would include, but not limited to:

- Design
- Procurement
- Contract law
- Contract management
- Project management
- Project delivery

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SCHEDULE 1

ECONOMIC DEVELOPMENT & INFRASTRUCTURE

OVERVIEW

Economic development of the Sunshine Coast is a core focus for SCC, as reflected in the Sunshine Coast Regional Economic Development Strategy (2013-2033), which was developed by SCC together with the USC, the Queensland government and leading business and industry groups.

A core element of the Regional Economic Development Strategy is encouraging expansion and investment in seven high value industries:

- health and well-being;
- education and research;
- tourism, sport and leisure;
- knowledge industries and professional services;
- agribusiness;
- clean technologies and
- aviation and aerospace.

Underpinning economic development is the Sunshine Coast's projected population growth to more than 500,000 people by 2040; direct connections to the Asia-Pacific through an expanded Sunshine Coast Airport; and development of an exemplar contemporary CBD.

USC aspires to be the regional engine of capacity building and to partner with SCC in facilitating growth in these key industries. Over its first 20 years, USC has demonstrated significant economic contribution to the Sunshine Coast. An Economic Impact Assessment prepared in July 2015 quantified \$9.5 billion in economic benefits delivered to the region by USC over this period, associated with education, research and other engagement activities.

The intention of this Schedule 1 is to provide a framework for joint collaboration by, and cooperation between, USC and SCC in activities designed to facilitate regional economic development in areas of shared strategic priorities for the parties.

Areas where this is anticipated to be immediately appropriate may include:

- stadium development;
- the knowledge economy and computer sciences;
- hospitality and tourism;
 - elite sports people attraction and management
 - sports and cultural events tourism
 - tourism infrastructure modelling and evaluation
- solar farm operations;
- Beerwah East residential development;
- Maroochydore City Centre;
- Sunshine Coast Airport;
- Sunshine Coast Light Rail; and

Details of the specific proposals and projects to be undertaken within these areas are summarised in the Sub—Schedules to this Schedule 1.

Also with over \$150 million each year (not including the region making projects) in the SCC capital program the opportunities in engineering, infrastructure and research projects are substantial and may include:

- Research projects
- PhD support and opportunities
- Cadet and other engineering placement opportunities

PROPOSED OUTCOMES

Desired core outcomes from activities contained within this Schedule 1 include:

- growth of targeted industries within the Sunshine Coast region;
- greater accessibility to tertiary education programs that are aligned with the economic and employment priorities of the Sunshine Coast.

GOVERNANCE

The economic development activities targeted pursuant to this Schedule 1 will be coordinated and supervised by two Area Leaders, one from each of USC and SCC. The Area Leaders will also be responsible for providing regular reports to the Executive Committee.

The initial Area Leaders will be determined at the first scheduled meeting.

Area Leaders will provide brief updating reports (one page Executive Summary) to the Executive Committee as required by the Executive Committee and shall provide a more detailed plan and annual report to the Executive Committee of specific activities, which annual report will include:

- activities undertaken in the past year;
- outcomes achieved;
- cash and in-kind contributions towards outcomes that benefit each other;
- activities intended in the coming year;
- decisions required of the Executive Committee; and
- all reports to be prepared using a one (1) page Executive Summary.

SUB-SCHEDULE 1.1

EXPANDING SPORTS EVENTS AND SPORTS TOURISM OPPORTUNITIES ON THE SUNSHINE COAST

(A) ESTABLISHMENT OF FACILITIES TO SUPPORT A PROFESSIONAL NETBALL TEAM IN THE SUNSHINE COAST

OVERVIEW

In early 2016, Netball Australia announced its intention to launch a new national netball league from 2017 onwards. A successful proposal to establish a new netball team, the Sunshine Coast Lightning (**Lightning**), was developed by SCC, USC and the Melbourne Storm Rugby League Club (**Storm**). Lightning is based at USC's Sippy Downs campus, is jointly owned by the Storm and USC, and has the SCC as a major sponsor.

As part of the initial development proposal, the three parties developed a Memorandum of Understanding dated 20 May 2016 (**RPA**). The RPA outlined responsibilities for governance, management and operations, and game-day activities.

Subsequent to the RPA, other key documents were developed and settled including the Team Participation Agreement and related documents and guidelines. These documents detailed the stadium requirements for the hosting organisation of the televised professional matches.

At the time of the RPA, the Sunshine Coast did not have a venue suitable for these events. Detailed herein are the initial actions taken to address this need and the proposed next stages of development designed to continue to build upon that base.

RELATIONSHIP TO STRATEGIC PRIORITIES

SCC

Sport and Sports Tourism are two areas targeted as economic development opportunities for the region. Establishment of (the first) national level professional sporting team on the Sunshine Coast will improve participation pathways in netball and grow participation in sport more generally as well as sport-related activities. The success of the Lightning supports this in many ways including providing role models in the team and individual athletes, increasing visitation to the region for participants and spectators, and expanding national visibility through broadcasting.

USC

USC's recent development of its High Performance Sport program particularly targets the areas of teaching and research for USC. Having a highly visible professional sporting team based at USC will provide new opportunities for teaching and research, and provide national exposure of the USC brand and its association with elite sport.

PROPOSED OUTCOMES

To date USC has invested in excess of \$5 million in the initial development and expansion of the USC Sports Stadium and related facilities to host the home matches of the Sunshine Coast Lightning. However, the strong support shown by the Sunshine Coast community for the Lightning and the equally strong results of the Lightning to date demonstrate a need for further investment.

It is proposed that this further investment take the form of an upgrade, over stages, to the USC Sports Stadium to a level that meets the requirements of Netball Australia for hosting and broadcast of games in the national league.

ROLES AND RESPONSIBILITIES**USC**

USC has funded stage 1 renovations to the Sports Stadium necessary to house the Lightning, provide the team with a professional-standard training environment, and to host nationally televised matches for the 2017 season. These renovations, valued in excess of \$4 million, included: installation of 2000+ seats, purchase of a drop-in floor, installation of infrastructure to support broadcasting (power, structural elements to support broadcast vehicles, camera platforms, etc.), upgrade of lighting, stadium IT, air conditioning and other mechanical services, installation of a corporate function box and ancillaries (including a lift), fitout of offices and other spaces for athletes, redevelopment of locker rooms, provision of spaces for media, and any upgrades required of supporting gym and fitness facilities.

This investment of more than \$4 million adds significantly to the original cost of the Sports Stadium and the cumulative investment value of all of USC sport's facilities of approximately \$22 million, with these facilities accessible to the broader Sunshine Coast Community.

SCC

SCC will provide USC with assistance towards seeking funds from the other levels of government and the private sector for the stage 2 renovations, to be undertaken after the 2017 season. The aim of the stage 2 renovations will be to move Stadium capacity to at least 3500 seats. This will include building additions to accommodate seating and improved parking facilities.

USC is prepared to pay for expenses beyond the \$6 million. USC and SCC will work collaboratively towards achieving the Stadium Expansion, through a combination of funds from the State and Federal governments and philanthropic grants that may be obtained for the purpose.

The parties acknowledge that SCC provides parks, sport and leisure facilities and equipment, aquatic centres, showgrounds, stadium assets to the value of \$619 million. SCC also spends approximately \$8.5 million per annum operationally to maintain these assets and a further \$10 million per annum in capital expenditure adding to the sport and recreation assets and infrastructure mix on the Sunshine Coast. In addition, master planning works by SCC in sport and leisure have totalled \$22 million over the last five years.

SCC presently has a shortfall of \$70 million of capital investment and \$5 million annual to maintain and operate its assets at the optimum level. This is not including a 20,000 seat rectangular stadium development, which is estimated will cost in excess of \$150 million to build and approximately \$5 million in maintenance annually.

GOVERNANCE

The economic development activities targeted pursuant to this proposal will be coordinated and supervised by a working group with equal representatives from each of USC and SCC. The working group will be responsible for providing regular reports to the Area Leaders

The initial members of the working group will be determined at the first scheduled meeting.

(B) SUPPORT FOR COMMONWEALTH GAMES TEAMS

OVERVIEW

SCC and USC have successfully attracted national and international sporting teams to train in the Sunshine Coast region in preparation for the 2018 Commonwealth Games.

USC has recently resurfaced the athletics track to IAAF standards. With this upgrade, the existing integrated sporting facilities at USC are ideal to support the needs of the visiting teams. However, the facilities offerings would be greatly improved through establishment of a warm water recovery pool but the current timeframe for implementation of these facilities is after the Commonwealth Games.

Teams currently committed to using USC facilities are summarised in the table below:

Team	Approx Team Size	Days at USC	Facility Access
Australian Diamonds Netball	18 athletes	7	Stadium, HP Gym, Pool
Team Scotland	83 athletes	18	Stadium, Track, Pool, HP Gym
Welsh Athletics	20 athletes	22	Track, Pool, HP Gym
Welsh Swimming	16 athletes	15	Pools, HP Gym

RELATIONSHIP TO STRATEGIC PRIORITIES

SCC

Sport and Sports Tourism are two areas targeted as economic development opportunities for the region. Successful hosting of national and international sporting teams ahead of the Commonwealth Games will potentially lead to future opportunities, stimulate sport-related activities broadly, provide role models in the team and individual athletes, increase visitation to the region for participants and spectators, and expand national and international visibility.

USC

USC's recent development of its High Performance Sport program particularly targets the areas of teaching and research for USC. Having national and international sporting teams based at USC will provide new opportunities for partnerships in teaching and research, and provide national and international exposure of USC brand and its association with elite sport.

PROPOSED OUTCOMES

The cost of USC resurfacing the athletics track to IAAF standards was \$500,000. The addition of the warm water pool, two smaller recovery pools and an extension of the high performance gym is budgeted at \$4.5 million to maintain the standard for international competition.

The aim of this proposal is to identify ways of moving the establishment of these facilities forward so they are available for use by the Commonwealth Games teams in 2018.

ROLES AND RESPONSIBILITIES

USC

Through an associated entity, USC has already secured government grant funding of \$1.4 million. USC will also provide the land for the pool and associated facilities, including parking; will project manage the development and cover all project costs above the government grant and any proposed SCC contribution.

SCC

SCC will investigate ways it can contribute to achieve the proposed development within the context of a common goal of achieving a fit for purpose facility

GOVERNANCE

The economic development activities targeted pursuant to this proposal will be coordinated and supervised by a working group with equal representatives from each of USC and SCC. The working group will be responsible for providing regular reports to the Area Leaders

The initial members of the working group will be determined at the first scheduled meeting.

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SCHEDULE 2

RESEARCH

OVERVIEW

An objective of this RPA is to ensure that the economic, social and environmental development of the Sunshine Coast is supported and informed by coordinated research, development and innovation activities from SCC, USC and other partnering entities.

USC and SCC have a track record of working collaboratively in the research and innovation space, particularly with developments such as the Sunshine Coast Innovation Centre. The economic impact of USC research and development activities to the Sunshine Coast economy over the first 20 years has been estimated as \$744 million, with 135 companies and 450 jobs arising directly from these activities. SCC's vision for economic development built around seven high-value industries, combined with USC's rapidly increasing research capacity and world ranking, provides an opportunity for acceleration of this innovation-led component of the regional economy.

In addition to direct economic contributions, translational research activities sit at the core of solving many of the development challenges facing the Sunshine Coast. Topics range across environmental challenges, health, technology, and social and societal areas. This RPA provides a mechanism for coordinating funded and in-kind support for projects of regional priority, and for leveraging research and innovation investment from sources external to SCC and USC, with the aim of delivering world-class, relevant research programs, innovation outcomes and local policy.

PROPOSED OUTCOMES

Desired core outcomes from activities contained within this Schedule 2 include:

- growth of research and innovation-led industries within the Sunshine Coast region;
- increased funding and activity in research and development in the Sunshine Coast, including from entities outside of SCC and USC;
- increased local capacity to support SCC's high-value industry vision and infrastructure priorities for the region; and
- increased local capacity to address complex regional challenges.

GOVERNANCE

The activities targeted pursuant to this Schedule 2 will be coordinated and supervised by two Area Leaders, one from each of USC and SCC. The Area Leaders will also be responsible for providing regular reports to the Executive Committee.

The initial Area Leaders will be determined at the first scheduled meeting.

Area Leaders will provide brief updating reports to the Executive Committee as required by the Executive Committee and shall provide a more detailed annual report to the Executive Committee of specific activities, which annual report will include:

- activities undertaken in the past year;
- outcomes achieved;
- cash and in-kind contributions;
- activities intended in the coming year;
- Council's Innovation Strategy;
- Council's Social Strategy;
- Council's Environment and Liveability Strategy;
- Council's Town Planning Scheme, Plans and Policies;

- Council's Information Management Strategy;
- Council's Asset Management Strategy;
- Council's Workforce Management Strategy;
- Council's Financial Strategy; and
- Council's Corporate Strategy & Plan.

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SUB-SCHEDULE 2.1

ENVIRONMENTAL RESEARCH

OVERVIEW

The Sunshine Coast landscape supports a vast diversity of natural assets, native plants and animals that create the region's highly regarded natural environment. An environment that is central to the Sunshine Coast way of life, and critical to supporting our economy and community.

The Sunshine Coast Council Integrated Environmental Team is progressing an Environmental Research Prospectus that identifies key research areas that SCC would like to direct resources towards.

RELATIONSHIP TO STRATEGIC PRIORITIES

SCC

SCC's 2017 Corporate Plan establishes the vision for the Sunshine Coast as Australia's most sustainable region – Healthy, Smart, Creative. Goal 3 A Healthy Environment has a focus on maintaining and enhancing the region's natural assets, liveability and environmental credentials. The long-term strategic direction to realise Goal 3 is provided by the Draft Environment and Liveability Strategy 2017.

The draft strategy seeks to guide transformational decision making and actions that will continue to protect and respect the importance of the natural environment, targeted research is fundamental to enabling adaptive management and the proactive planning and action required to respond to emerging environmental challenges.

USC

USC is a world-ranked, comprehensive teaching and research university. Research on areas of local challenge is part of core business.

PROPOSED OUTCOMES

The proposed outcome is an active, targeted and collaborative research program that supports the building of knowledge to inform adaptive management and evidence based decision making for a healthy environment and liveable Sunshine Coast

The research program would include:

- Undertaking targeted monitoring, modelling and research and other data collection
- Developing and trialling new and emerging tools and technologies to improve knowledge capture, analysis and reporting
- A focus on adaptive management to support current management practices to deliver enhanced environmental outcomes
- An eye to the future, with research supporting long-term planning to address emerging environmental challenges including those resulting from changing climates.

ROLES AND RESPONSIBILITIES

USC

USC will assist in Prospectus development, and identify resources to pursue the priority initiatives.

SCC

SCC, through the Integrated Environmental Team, will lead the development of an Environmental Research Prospectus, and identify resources to pursue the priority initiatives.

GOVERNANCE

The research activities targeted pursuant to this proposal will be coordinated and supervised by a working group with equal representatives from each of USC and SCC. The working group will be responsible for providing regular reports to the Area Leaders.

The initial members of the working group will be determined at the first group meeting.

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SCHEDULE 3

COMMUNITY ENGAGEMENT

OVERVIEW

USC and SCC both play important community service roles. For SCC, there is a strong focus on social capital as part of this. For USC, public involvement, contribution to community and growth of social capital sit alongside teaching, learning, research and innovation as key aspects of USC's business.

Community engagement activities undertaken as part of this RPA provide the opportunity for SCC and USC to interact, connect and collaborate with community stakeholders to achieve wider benefits than either party would achieve individually. Focus areas of importance in this collaboration:

- Service and access – to provide activities and resources that grow social capital through wider community involvement with education, research and related activities;
- Industry and Partners – to grow joint collaborative initiatives that strengthen local capital through economic, social and cultural impacts;
- Social innovation – to encourage participation in mutual and inspiring projects that address issues of local importance and policy challenge.

PROPOSED OUTCOMES

Desired core outcomes from activities contained within this Schedule 3 include:

- growth of social capital within the Sunshine Coast region;
- expansion of jointly-sponsored public forums and activities;
- increased local capacity to address complex world challenges;
- investigate models for community engagement and establish a centre for excellence.

GOVERNANCE

The activities targeted pursuant to this Schedule 3 will be coordinated and supervised by two Area Leaders, one from each of USC and SCC. The Area Leaders will also be responsible for providing regular reports to the Executive Committee.

The initial Area Leaders will be determined at the first scheduled meeting.

Area Leaders will provide brief updating reports to the Executive Committee as required by the Executive Committee and shall provide a more detailed annual report to the Executive Committee of specific activities, which annual report will include:

- activities undertaken in the past year;
- outcomes achieved;
- cash and in-kind contributions;
- activities intended in the coming year;
- jointly developed strategies to ensure the State and Federal Governments deliver on their responsibilities;
- decisions required from the Executive Committee; and
- Reports to be one (1) page only.

SCHEDULE 4

SMART CITY AND OPERATIONAL EFFICIENCIES

OVERVIEW

USC and SCC are two of the largest businesses and employers on the Sunshine Coast.

Under this RPA, SCC and USC will explore opportunities to share human resources, infrastructure and services to improve the efficiency and effectiveness of activities to the benefit of both entities and the public on particular information management, technology systems and data centres.

PROPOSED OUTCOMES

Desired core outcomes from activities contained within this Schedule 4 include:

- improved efficiency and effectiveness of resource application and service delivery within the functions of USC and SCC;
- joint research in the development of skills and capabilities to build the regional capacity for the digital age, including technology, workforce/student courses, infrastructure improvement, technical research laboratories;
- jointly support the regional smart city/regional ideals;
- support improving innovation capabilities in the region;
- place management and activation; and
- a single platform where it is physically possible to allow the easy transfer of data to better manage the Sunshine Coast and Sunshine Coast people.

GOVERNANCE

The activities targeted pursuant to this Schedule 4 will be coordinated and supervised by two Area Leaders, one from each of USC and SCC. The Area Leaders will also be responsible for providing regular reports to the Executive Committee.

The initial Area Leaders will be determined at the first scheduled meeting.

Area Leaders will provide brief updating reports to the Executive Committee as required by the Executive Committee and shall provide a more detailed annual report to the Executive Committee of specific activities, which annual report will include:

- activities undertaken in the past year;
- outcomes achieved;
- cash and in-kind contributions;
- activities intended in the coming year;
- decisions required from the Executive Committee; and
- reports to be one (1) page only.