

# Memorandum of Understanding between Sydney Coastal Councils Group Inc. (SCCG) and Sydney Institute of Marine Science (SIMS)

**THIS MEMORANDUM OF UNDERSTANDING** is made on 8<sup>th</sup> October 2020

BETWEEN

**SYDNEY COASTAL COUNCILS GROUP INCORPORATED** ABN 39 638 876 538  
of PO Box 999, Manly 1655 ('**SCCG**')

AND

**SYDNEY INSTITUTE OF MARINE SCIENCE** ABN 84 117 222 063  
of 19 Chowder Bay Road, Mosman NSW 2088 ('**SIMS**')

## 1. INTRODUCTION – NON-BINDING

- a) This Memorandum of Understanding is comprised of this document and the Schedule (**MOU**). The Schedule describes the proposed key outcomes for the parties participating in this MOU (**Key Outcomes**) and the activities to be undertaken by the parties to facilitate achieving the objectives and Key Outcomes of this MOU.
- b) Nothing in this MOU is intended to create any legally binding relationship or obligations between Sydney Coastal Councils Group Incorporated (**SCCG**) and Sydney Institute of Marine Science (**SIMS**).
- c) This MOU merely constitutes a statement of the mutual intentions of the parties with respect to its content and each party represents to the other that no reliance shall be placed on it and it does not constitute an obligation binding on either side.
- d) Nothing in this MOU is to be interpreted as diminishing any obligation imposed on the parties by common or statute law or any legal instrument.

## 2. INTERPRETATION

- a) A defined term in this MOU has the meaning given to that term in this MOU.
- b) References to SIMS include its employees, agents, associates and contractors.
- c) References to SCCG include its employees, agents, associates and contractors.
- d) A reference to a singular includes a reference to the plural and vice versa.
- e) A reference to "includes" or "including" means "includes" without limitation or "including" without limitation.
- f) A reference to a party or parties means a party or parties to this MOU.
- g) A reference to a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced and includes any subordinate legislation issued under it.

### 3. BACKGROUND

#### SCCG

The SCCG was established in 1989 to advance sustainable management of Sydney's urban coastal environment and is comprised of local councils (**Council Members**), within the Sydney region. Current members are identified on the [SCCG's web-site](#).

The SCCG utilises the individual and collective knowledge of its Council Members, technical and academic experts and other coastal stakeholders to advance its vision for resilient and healthy coastal and estuarine environments that are protected, conserved and managed in a manner consistent with the principles of ecologically sustainable development.

#### SIMS

SIMS was founded in 2005 and is a partnership between Macquarie University, the University of NSW, the University of Sydney and the University of Technology, Sydney. SIMS also has strong collaborative partnerships with several State and Commonwealth government departments, and the Australian Museum.

It is a unique focal point for collaborative marine research and innovation, provision of marine research for policy makers and managers, and research training and teaching in the marine sciences. Further information is available on [SIMS web-site](#).

### 4. CONTEXT

This MOU will establish a framework for the parties to work collaboratively on activities that will assist in the achievement of both organisation's vision and goals.

SCCG's Council Members and SIMS have responsibilities that can be mutually beneficial for both organisations. Collaboration is desirable to assist with responding to current and future opportunities and threats of our coastal and estuarine environments. Collaboration will also avoid duplication of efforts, promote efficient use of resources and regional integration of management.

Specifically, SIMS provides SCCG with an opportunity to strengthen its research capacities and ensure the latest research information informs Council Members planning and management decisions. SCCG provides an opportunity for SIMS staff to collaborate more closely with Council members, build their capacity, and rollout SIMS activities more efficiently and at a regional scale.

### 5. AIM AND COLLABORATION ACTIVITIES

The aim of this MOU is to enhance collaboration efforts between the SCCG and SIMS that benefits both parties to achieve their organisation's vision and goals.

Opportunities will include, but not be limited to, collaborating on the following activities where they meet both organisations' vision and goals:

- a) assistance in Coastal Management Program development and implementation
- b) submissions on government and private development proposals
- c) grant applications
- d) long-term monitoring and evaluation frameworks

- e) rollout of SIMS programs including living seawalls, ocean and human health, and crayweed projects
- f) promotion and involvement in the Network for Ecological Research on Artificial Light (NERAL) activities.

## **6. GOVERNANCE – Steering Committee**

A Steering Committee comprising staff from the SCCG Secretariat and SIMS will be convened to oversee implementation and review of this MOU. The Steering Committee to meet no less frequently than quarterly and otherwise as required. The parties will agree on appropriate representation from their respective organisations at meetings and for decision making.

## **7. SCOPE AND REVIEW**

This MOU is to be reviewed and updated by the Steering Committee no less frequently than every two years.

## **8. ACTIONS AND RESPONSIBILITIES**

The parties intend to:

- a) sustain, develop and promote the relationship;
- b) facilitate cooperation, assistance and exchange of information between the parties;
- c) collaborate on the development and implementation of activities of mutual benefit;
- d) participate in meetings and workshops pertaining to activities and this MOU; and
- e) use best efforts to comply with the terms of this MOU.

## **9. INTELLECTUAL PROPERTY**

The parties acknowledge that they may need to enter into a binding legal arrangement in respect of any intellectual property developed from or arising through their collaboration, activities, initiatives and relationship.

## **10. CONFIDENTIALITY**

The parties agree to keep confidential all information disclosed as confidential by any of the parties, whether existing prior to the commencement of the relationship or created in the course of the collaboration. However, the parties acknowledge that, at the reasonable request of the other party, they may need to enter into a binding legal arrangement with each other in order to ensure the confidentiality, non-disclosure and security of any confidential information.

## **11. DISPUTE RESOLUTION**

The parties agree that they will endeavour to act reasonably and settle by timely negotiation any dispute in relation to this MOU.

If a dispute is not settled through the Steering Committee, a party may give to the other party a notice in writing that a dispute exists. Within ten days of a party receiving notice in writing that a dispute exists, the parties will use their best efforts to procure that the CEO from SIMS and Executive Officer from SCCG will liaise and use their best efforts to resolve the dispute.

If they are unable to resolve the dispute within a reasonable period time, the parties may elect to notify the Chairs of their organisation to endeavour to resolve the dispute (acting reasonably).

## **12. TERM, EXPIRY AND TERMINATION**

This MOU will commence on the date that both parties have executed the MOU (the **Commencement Date**).

This MOU will expire on the earlier of:

- a) 5 years after the Commencement Date, unless the MOU is extended by the parties agreement in writing and thereafter it will expire at the end of the extended term;
- b) on a date agreed to in writing by the parties; or
- c) by a party giving the other party one months' written notice that the MOU will expire if that party (providing notice) reasonably believes that the parties are no longer able to work co-operatively under the MOU or cannot agree to vary the MOU for the purpose of future cooperation.

## **13. AMENDMENT**

This MOU may be amended at any time by agreement in writing signed by the parties.

## **14. NOTICE**

A notice given under this MOU must be sent to the party's representative on the Steering Committee, who has been nominated as the receiver of notices at a meeting of the Steering Committee, at the address set out in the details of this MOU or email address provided by the party's nominee. If sent by post that notice will be deemed to have been received within 3 business days after posting or if sent by email when the sender receives an automated message confirming delivery or 1 day after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.

## **15. ACKNOWLEDGEMENT OF SIGNATORY TO MOU**

I confirm that I am the authorised representative of the organisation noted alongside my signature and I have read and am authorised to accept this MOU on its behalf.

**16. GOVERNING LAW**

This document will be governed by and construed in accordance with the laws of New South Wales and each of the parties submits to the non-exclusive jurisdiction of its courts.

**Signing page**

**Signed by SYDNEY COASTAL COUNCILS )**  
**GROUP INCORPORATED** by its duly )  
authorised officer in the presence of: )

*Lindsay Shurey*

\_\_\_\_\_  
Witness:

Lindsay Shurey

\_\_\_\_\_  
Chair

*Joyce*

\_\_\_\_\_  
Signature:

Sarah Joyce

\_\_\_\_\_  
Executive Officer

**Signed by SYDNEY MARINE INSTITUTE OF )**  
**SCIENCE** by its duly authorised officer in the )  
presence of: )

*Mark Scognamiglio*

\_\_\_\_\_  
Witness:

Mark Scognamiglio

\_\_\_\_\_  
Name (print):

*Martina Doblin*

\_\_\_\_\_  
Signature:

Martina A. Doblin

\_\_\_\_\_  
CEO Name (print)