

*DRAFT*

*COOPERATION AGREEMENT*

*Between*

*THE CITY OF ALBANY,*

*THE CITY OF BUNBURY,*

*THE CITY OF GERALDTON-GREENOUGH,*

*THE CITY OF KALGOORLIE-BOULDER*

*and*

*THE UNIVERSITY OF WESTERN AUSTRALIA*

*APRIL, 2011*

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### *COOPERATION AGREEMENT*

This Cooperation Agreement (**Agreement**) dated March, 2011, records the entire agreement between:

- (a) **The City of Albany,**
- (b) **The City of Bunbury,**
- (c) **The City of Geraldton-Greenough**
- (d) **The City of Kalgoorlie-Boulder and**
- (e) **The University of Western Australia**

in relation to the establishment of a professorial position named as the **Western Australia Regional Cities Alliance Professor** (the **Appointee**) administered through the Centre for Regional Development (**the Centre**) in School of Earth and Environment (**the School**) at the University of Western Australia (**the University**).

The Western Australia Regional Cities Alliance (**the Alliance**), comprising the cities of Albany, Bunbury, Geraldton-Greenough and Kalgoorlie-Boulder, has agreed to fund, establish and operate the Regional Cities Alliance Professor in partnership with the University under the terms set out in this Agreement.

#### ***1. The Partnership and its Objectives:***

The Alliance will develop a research partnership to build on the University's capacity in regional development, urban planning, and spatial analysis, with the aim of providing an explicit focus on the research needs of the Alliance. These needs are concentrated in:

- Economic, demographic and social analysis;
- Service and infrastructure planning and delivery;
- Strategic urban and regional planning; and
- Regional and local governance

and it is recognized that the partnership would provide opportunities for the Alliance to engage with a range of groups across the University including in the environmental sciences, architecture and built environment, population health, and education.

The partnership's specific objectives are:

- Analysis and modelling of demographic, social and economic indicators;
- The definition of current and future service and infrastructure needs and standard;
- Collaboration on the analysis of strategic planning needs, and in the development of responses;
- Engagement in research and strategy related to the distribution of population and economic activity within the broader context of Western Australia;
- Development education and research capacity in areas relevant to the needs of regional cities.

Within the specific objectives there are a number of priority research areas as listed in APPENDIX 1

The partnership has a number of apparent benefits to the Alliance including:

- A research programme dedicated to the specific strategic needs of Western Australia's regional cities;
- The development of further partnerships with individual research groups and individuals within the University according to their needs;
- The opportunity to leverage additional research funds through sources such as the Australian Research Council;
- The opportunity to have PhD and advanced students engage in research on Western Australia's regional cities.

The benefits of the partnership to the University include:

- Enhanced research capacity in regional development;
- Increased publications and research income in regional development;
- The development of an innovative research programme not being conducted by other Australian universities;
- Enhanced teaching capacity in regional development;
- Increased engagement with regional Western Australia.

## ***2. Management of the Research Programme***

The partnership will be managed by a **Research Management Committee** that will meet bi-annually to provide guidance to the overall programme, represented by:

- One representative from each of the Alliance members;
- The Director of the University's Centre for Regional Development;
- Dean of the Faculties of Science (or nominee).

In addition there will be an annual 'Research Roundtable' that will coincide with Alliance meetings. This will include the Alliance membership and the University representatives. The Roundtable will be used to report on progress, and to collaboratively set priority research areas and activities.

### ***3. Key Outcomes and Deliverables:***

The Partnership would aim to achieve:

- An increase in research activity on the needs and future development of Western Australia's regional cities;
- Strategic guidance and advice to Alliance Members
- An increase in Undergraduate and Postgraduate students engaged in research on Western Australia's regional cities;

The partnership would deliver:

- A minimum of two short *Regional City Bulletins* per year. These would be a short (ca 10 page) briefing paper on various aspects of the research programme (as agreed by the Research Management Committee);
- One major report per year that incorporates all member cities (on a topic agreed to by the Research Management Committee);
- Two (2) presentations per year to the Alliance updating the research progress;
- A minimum of one (1) ARC Linkage research funding bid biannually that incorporates all member cities (negotiated through the research Management Committee);
- A minimum of two (2) papers submitted to refereed journals per year.
- A minimum of four (4) PhD students working on topics related to the regional cities within three (3) years.

### ***4. Funding Arrangements:***

The University and the Alliance will each contribute 50 percent to the costs of direct salary, salary on-costs and position overheads for a five (5) year appointment at professorial level (the University Academic Salary Scale level D) as set out in SCHEDULE 1 of the Agreement.

The University will provide funding in total sufficient to cover recruitment, relocation, insurances, administrative support, facilities access support (library, IT support, internet, finance and HR systems, telephone) as set out in SCHEDULE 1 of the Agreement.

The Alliance will provide funding in full to support travel and operating expenses of the research programme as set out in SCHEDULE 1 of the Agreement.

The alliance will provide funding in full to provide research support equivalent to the appointment of a half time Research Associate (the University Academic Salary Scale level A) over a period of two (2) years over the five year period as set out in SCHEDULE 1 of the Agreement.

The Estimated cost over the full five year term provided in SCHEDULE 1 of the Agreement is based on assumptions and best known information at the time of

formulating. It is agreed by the University and the Alliance that the minimum contributions to salaries will equate to the actual costs incurred through the course of employment of the Professor and Research Associate over the period of the Agreement.

It is possible that a suitable appointee cannot commence until later in 2011. In that event the Alliance and the University will maintain their respective commitment to contribute to the full cost of the five year appointment for the professor and a two year half-time term for a Research Associate.

The members of the Alliance will each make contributions in one tranche each year, in about May and prior to 30 June of each calendar year. These funds will be paid to the Hackett Foundation, and designated for the **Western Australia Regional Cities Alliance Professor** Account of the University's School of Earth and Environment. At the time that the appointment is made, the Alliance may elect to make its payments according to the actual estimated cost for each 12 month period, or on a time averaged basis.

### ***5. New Parties to the Agreement:***

The Alliance may from time to time incorporate new members. These members can be added to this agreement, and will make financial contributions equivalent to the other members for the period remaining in this agreement. This funding will contribute to the appointment of postdoctoral researchers, research assistants and/or other project related expenses.

### ***6. Administrative Procedures:***

The University will be responsible for all matters concerned with the appointment of the successful applicant; however, the Alliance will be invited to have one representative on the Selection Committee.

The University will also be solely responsible for the employment and supervision of the appointee, within the School; however, the Alliance will participate in an annual review of the achievements and future objectives of the appointee.

### ***7. Governance:***

The following arrangements are agreed:

- The University will establish a dedicated account to receive donations under the umbrella account of the Hackett Foundation which will receipt funds from the Alliance membership.
- The progress and future objectives of the appointee will be reviewed annually by the Research Management Committee.
- On request, the Alliance can access the records of the Western Australia Regional Cities Alliance Professor Account at each annual review.

### ***8. Intellectual Property Rights:***

- All parties retain ownership of their Background Intellectual Property.
- Alliance Members and The University of Western Australia agree that any intellectual property rights (IPR) arising from this project will be owned as tenants in common in equal shares.
- Each party has the right to use any IPR arising from this partnership for internal research and educational purposes, but IPR can only be commercialized with the consent of all of the parties, and on that basis the net proceeds of commercialization payable to Alliance Members and UWA will be shared equally, or otherwise as agreed in writing between the parties.

### ***9. Indemnity***

- Each Party (**First Party**) indemnifies the other Parties (**Indemnified Parties**) for all loss or damage (including costs of a solicitor and own client basis) that the indemnified party may sustain or incur as a direct result of:
  1. Any negligent act or omission by the First Party; and
  2. Any breach of this Agreement

### ***10. Dispute Resolution***

- A party claiming that a dispute has arisen must notify the other Parties to the Dispute giving details of the dispute.
- On receipt of a notification of dispute each party must negotiate in good faith to resolve the dispute, involve the Chief Executive Officers or other senior officers of the Parties directly in those negotiations.
- If the dispute is not resolved through negotiation within 30 days (or longer period if agreed between all Parties) the Parties must refer the dispute for mediation by the Australian Commercial Dispute Centre (ACDC) for resolution in accordance with the Mediation Rules of the ACDC.
- A Party must not start arbitration or court proceedings (except proceedings seeking interlocutory relief) about a dispute arising out of this Agreement unless it has negotiated in good faith with the Parties to resolve the dispute.

### ***11. Termination Events***

- This Agreement may be terminated if:
  - One of the Parties breaches any material provision of this Agreement and fails to remedy the breach within 30 days after receiving notice regarding the breach.
  - The Appointee is dismissed from the University.

- The Appointee, following the full Performance Management Procedures of UWA, is found to be performing at a level deemed Unsatisfactory.
- The Appointee is found to have engaged in Academic Misconduct.
- The Appointee dies or is permanently incapacitated.

## ***12. End of Agreement***

- Unless the Parties agree otherwise in writing, this Agreement will end five (5) years after the Start Date of the appointment of the Professor. At least nine (9) months before the end of this period, the Parties will meet to determine whether (and if so on what terms) this Agreement may be extended. Any extension will be subject to each Party's internal approval processes.



Signed for and on behalf of the **City of Albany**

Witness:

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Date: -----

Signed for and on behalf of the **City of Bunbury**

Witness:

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Date: -----

Signed for and on behalf of the **City of Geraldton-Grenough**

Witness:

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Date: -----

Signed for and on behalf of the **City of Kalgoorlie-Boulder**

Witness:

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Date: -----

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Signed for and on behalf of **The University of Western Australia**

Witness:

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Date: -----

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**APPENDIX 1**

## PRIORITY RESEARCH AREAS

- Economic analysis and modeling:-
  - Labour market analysis/modeling;
  - Local/regional comparative and competitive advantage assessment for business and economic activity;
  - Labour force attraction and retention;
  - Skilled labour auditing and planning scenarios;
  - Analysis of enterprise performance and constraints/opportunities
  
- Demographic analysis & modeling:-
  - Population planning and demographic analysis;
  - Review of ABS and DoP/WAPC population modeling and estimates;
  - Population-economic-social linkages modeling to define service needs
  
- Infrastructure and land-use planning:-
  - Land supply analysis, including existing capacity and required release provisioning;
  - Key infrastructure requirements over short and long timescales, including water, sewerage, roads, public transport, electricity, gas etc.
  
- Key services needs:-
  - Health education and welfare;
  - Recreation and leisure;
  - Public administration;
  - Public housing.