

Partnership Agreement

between The Northern Territory Government
and Charles Darwin University

2024-2029



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1 Introduction and Context

The Northern Territory (NT) Government and Charles Darwin University (CDU) have enjoyed a long and productive relationship based on a shared commitment to the Northern Territory's progress and prosperity. This relationship has delivered many important research and education outcomes which have benefited the NT.

The NT Government is responsible for guiding and supporting the Territory's sustainable development to create a healthy economy and a better quality of life for all Territorians.

Charles Darwin University is significant to the social and economic fabric of the Northern Territory, being the primary provider of Higher Education and a major provider of Vocational Education and Training, both of which support the preparation and development of an appropriately skilled and professional workforce for the NT. CDU makes a significant contribution to the NT's knowledge economy through innovative research that is relevant to the NT context, and is of benefit to the broader NT community.

There are strong links between the NT Government and CDU at all levels, from executive to officer level. Effective collaboration at the officer level, in particular, has been important to the successful outcomes of the CDU-NTG partnership to date, which has been based on trust, mutual respect and effective communication.

This Partnership Agreement builds on the previous successes of the relationship, to strengthen and better align the NT Government's and CDU's mutual interests, and to clearly define the mutually-agreed goals and desired outcomes from the relationship.

2 Definitions

2.1 In this Partnership Agreement, the terms used are defined as follows, unless otherwise indicated:

- (a) "Partnership Agreement" means this document, including all appendices.
- (b) "Community engagement" means the dynamic relational process that facilitates communication, interaction, involvement and exchange between the organisations party to this Partnership Agreement and the community for a range of social and organisational outcomes, which in the context of this Partnership Agreement will be based on trust and respect.
- (c) "Program" means a plan of action or suite of work that includes developing proposals, seeking funding, and undertaking joint initiatives.
- (d) "Procurement Process" means the NT Government and CDU Partnership Agreement Procurement Process at Appendix 4.

3 Partner Capabilities

3.1 CDU is the largest tertiary education institution in the NT, with campuses in Darwin, Palmerston, Alice Springs, Katherine, and Nhulunbuy, as well as training centres in Jabiru, Tennant Creek and Yulara. In terms of addressing the objectives of this Partnership Agreement, CDU can provide:

- Research and teaching expertise across a broad range of areas relevant to the Northern Territory;
- Expertise in the development of training and educational programs;
- Assistance in the development of sound research proposals;
- Current research knowledge across a broad range of research areas; and

- Facilities and infrastructure for training and professional development.
- 3.2 The NT Government has expertise across a broad range of policy and management areas. As such, the NT Government can provide:
- Expertise, experience and knowledge, which can be utilised by CDU to further develop undergraduate and postgraduate training programs, or to instigate joint teaching programs;
 - Knowledge and information and research priorities and questions that can be used by CDU to develop innovative and novel research initiatives;
 - Feedback on expectations and requirements to strengthen undergraduate programs and/or address skills shortages; and
 - Current policy direction and best practice contemporary management approaches.

4 Purpose

- 4.1 The overarching aim of a partnership agreement between the NT Government and CDU is to support the development of the economic, social and environmental agenda of the Northern Territory.
- 4.2 The purpose of this Partnership Agreement is to strengthen the existing relationship between the NT Government and CDU by identifying common strategic objectives in the areas of education, research, community engagement, capacity building, industry development, and social inclusion by:
- Creating a point of reference for building relationships, developing mutually beneficial initiatives, and identifying potential areas of collaboration;
 - Providing opportunities for the parties to meet, exchange ideas, and set collaborative goals;
 - Identifying clear areas of focus for collaboration between the two parties;
 - Enhancing opportunities for effective community engagement in relation to mutually important issues; and
 - Ensuring clear, effective and frequent engagement and communication between the parties.
- 4.3 Set out agreed procurement, staff sharing (secondment), grant funding, sponsorship, student placement and scholarship processes and terms and conditions between the parties, with agreed templates.

5 Scope

- 5.1 This Partnership Agreement establishes the objectives and arrangements for the CDU-NT Government strategic partnership. It provides detail on the aims of the partnership, as well as the roles, responsibilities and expectations of both parties with respect to communication, information sharing, and reporting.
- 5.2 This Partnership Agreement applies to all agencies within the NT Government and all research, education and administrative divisions within CDU, including Menzies School of Health Research.
- 5.3 This Partnership Agreement provides an outline of the partnership's governance structure and source of authority. This Partnership Agreement does not preclude either party from negotiating individual agreements with other government agencies or education institutions; however, there may be a reasonable expectation that both parties would consider the other when developing initiatives and programs where mutual interests are evident.

6 Principles

6.1 In fulfilling this Partnership Agreement, both parties are committed to:

- Capacity building at an organisational, regional and Territory-wide level;
- Collaborative research and evaluation that may be used to inform public policy;
- Mutual outcomes which recognise and balance the needs and obligations of each party; and
- Long-term community engagement activities which aim to improve the wellbeing of the Northern Territory community across an economic, environmental, social and cultural context.

7 Activities

7.1 Any or all of the following may be supported through this Partnership Agreement:

- Programs aimed at developing the skills, capability and capacity of the Northern Territory workforce;
- Opportunities to progress research and development to meet the economic, social and environmental agenda of the Northern Territory;
- Programs aimed at delivering improved economic, social and environmental policy;
- Programs aimed at supporting relationships and joint initiatives between government, industry and the university;
- Initiatives to increase the number of international students in the Northern Territory;
- Initiatives to ensure the protection and sustainability of the Northern Territory's natural environment.

7.2 This Partnership Agreement provides a framework for NT Government and CDU to achieve tangible outcomes through (but not exclusively):

- Sharing and jointly investing in human and physical infrastructure in areas of mutual interest;
- Identifying opportunities for student placement/internship/mentoring/research;
- Combining resources and expertise to leverage external funding;
- Jointly funding expertise and capability in identified areas of need;
- Jointly promoting NT expertise, innovation and service delivery nationally and internationally; and
- Encouraging third parties to develop projects/invest in key projects.

8 Governance structure, operation and reporting

8.1 The governance structure (**Appendix 1**) of this Partnership Agreement will provide a mechanism for the effective delivery of tangible outcomes by supporting agreed working arrangements for information sharing, expert committee representation, procurement, staff sharing, scholarships, student placements and other arrangements, as they are identified.

8.2 The governance structure will reduce red tape, allow for targeted meetings between relevant NT Government agencies and CDU officers and minimise reporting requirements.

- 8.3 This Partnership Agreement will be governed by an Executive Committee (Terms of Reference at **Appendix 2**). The Executive Committee can approve changes to the attached appendices.
- 8.4 The Executive Committee will report to the Charles Darwin University Council and the NT Government as necessary.
- 8.5 The Executive Committee can create Collaboration Committees, which reflect priority areas of engagement between CDU and the NT Government.
- 8.6 Collaboration Committees will identify emerging issues, potential areas for collaboration and opportunities for both the NT Government and CDU (Terms of Reference at **Appendix 3**). The Collaboration Committees may form working groups or other structures to deliver projects as required.
- 8.7 Collaboration Committees will maintain oversight of the specific priority area and work being undertaken by any form of working group.
- 8.8 The Executive Committee and Collaboration Committees will be supported by a Coordination Team comprising staff from both CDU and the NT Government.

9 Communication

- 9.1 All communications between the two parties in relation to this Partnership Agreement should be between the Office of the Vice-Chancellor and the Department of the Chief Minister, or their respective delegated officers.
- 9.2 The point of contact for the NT Government will be Social, Economic and Environment Policy within the Department of the Chief Minister.
- 9.3 The point of contact for CDU will be the Office of the Vice-Chancellor.

10 Intellectual property

- 10.1 Both parties recognise the benefits of a cooperative and mutually constructive approach to the ownership of and rights to use intellectual property brought to activities and outcomes generated from the activities associated with this Partnership Agreement.
- 10.2 Where tendering and contract work are undertaken, the intellectual property arrangements will be as per the Partnership Contract Terms and Conditions. Where the arrangement is not a procurement (under the *Procurement Act 1995* (NT)), the intellectual property arrangements will be, in the case of funding, as per the standard NT Government grant funding terms and conditions, or other agreed contractual terms appropriate to the proposal.

11 Confidentiality & Privacy

- 11.1 The parties acknowledge the importance of sharing information, however the parties acknowledge that, subject to any work specific contractual arrangements:
 - a. any and all shared information relating to the operation of the parties that is not in the public domain will be held to be confidential and such information is not to be used or disclosed by any party without the specific prior approval of the other, including after the expiry of this Partnership Agreement;

- b. in the case of the NT Government, confidential information may be disclosed to a Minister or the Legislative Assembly of the Northern Territory; and
- c. they will act in accordance with the *Information Act 2002* (NT), including the Information Privacy Principles, and the parties' privacy policies.

12 Procurement Process

- 12.1 Procurement under this Partnership Agreement will be in accordance with the agreed Procurement Process (**Appendix 4**), and otherwise will be approached in a manner consistent with Northern Territory procurement framework (see <https://nt.gov.au/industry/government/what-you-need-to-know-about-procurement/how-does-government-procurement-work>).
- 12.2 The parties acknowledge that the Head Agreement at Appendix 4 remains in effect and enforceable for the period this Partnership Agreement remains in effect.

13 Staff sharing (Secondment)

- 13.1 A key strategy of this Partnership Agreement is to promote the shared use of human resources to achieve mutually agreed priorities. Staff Sharing Arrangements have been developed to expedite and streamline the processes involved with shared staffing arrangements and to ensure a consistent approach to the administration of these arrangements.
- 13.2 In this regard, the parties acknowledge that the NT Government is subject to the requirements of the *Public Sector Employment and Management Act 1993* (NT), including determinations of the Commissioner for Public Employment.
- 13.3 The staff sharing arrangement is to be recorded by using the Secondment Agreement template at **Appendix 5**.

14 Grant Funding

- 14.1 Grant Funding from the NT Government to CDU will be in accordance with the NT Government grant framework and NT Grant Policy, which is underpinned by the NT Government's financial management and accountability framework. The framework provides the context for the provision of cash-based grant funding by all government agencies and establishes whole-of-government fundamental principles and good practice for all cash-based grants for service provision (including recurrent funding for 5 years), community grants and capital grants.
- 14.2 The NT Government will prepare the applicable funding agreement, and the standard terms and conditions will apply as follows:
 - for **Recurrent Services Funding (5 years)**, the standard general terms and conditions for the Five year grant funding agreement);
 - for **Capital Grant Funding**, the standard general terms and conditions for Capital grant funding; and
 - for **all other funded activities**, the terms and conditions of the applicable grant agreement.
 These terms and conditions can be found at [Types of grant funding agreements | NT.GOV.AU](#).

15 Sponsorship

- 15.1 The parties acknowledge that sponsorship helps create positive recognition for the parties and increased awareness of services and programs. Sponsorship is a commercial arrangement; it is not a goodwill gesture, donation or grant.
- 15.2 The parties will ensure that sponsorships between them are based on the principles underpinning this Partnership Agreement, are consistent with their vision and values, and:
- broaden awareness of NTG and CDU programs and initiatives;
 - communicate key messages to target audiences and stakeholders;
 - enhance public image and recognition of the NTG/CDU partnership;
 - demonstrate NTG/CDU support for community activities to engage and develop relationships with target audiences;
 - are transparent and an appropriate use of public resources;
 - appropriately acknowledge the sponsor.
- 15.3 The parties will use the agreed templates at **Appendix 6** for sponsorships.

16 Student Placements

- 16.1 The parties acknowledge student placements provide students with the opportunity to apply the theory and skills they are studying, while learning in a professional workplace. Student placements are known as 'vocational placements' under the *Fair Work Act 2009* (Cth).
- 16.2 Students completing vocational placements with the NT Government are not employees for the purpose or term of the placement, and are not entitled to remuneration or other entitlements provided under the *Fair Work Act 2009* (Cth) with respect to the placement.

NT Health Clinical Student Placements

- 16.3 Clinical vocational placements of CDU students in the Northern Territory public health sector will be secured through the NT Government's agency, the Department of Health (**NT Health**). Clinical placements include courses of study for medical students, Aboriginal and Torres Strait Island health practitioners, allied health professionals, and nursing and midwifery. There is more information at <https://health.nt.gov.au/careers/student-placements/introduction>.
- 16.4 NT Health and CDU have a pre-agreed Student Placement Agreement for clinical placements and placements are managed through the applicable NT Health coordinators.

Non-Clinical Student Placements

- 16.5 Student Placements in NTG agencies under this Partnership Agreement will be in accordance with the agreed Student Placement Process at **Appendix 7**.

17 Scholarships

- 17.1 It is the intention of the parties to consider a standard Scholarship Agreement template (or more than one as the case may be) during the term of this Partnership Agreement and the process under paragraph 8 will apply.

18 Media

18.1 No media communication relating to this Partnership Agreement or to any of the initiatives arising from this Partnership Agreement will be undertaken without the knowledge and endorsement of the other party. All media activity will be jointly agreed between the two organisations and will align with existing media protocols of the two parties.

19 Review and evaluation

19.1 The parties will review this Partnership Agreement every two years to ensure its effective operation.

20 Status

20.1 This Partnership Agreement will commence on the date the last party to sign does so and will expire on 30 June 2029. This Partnership Agreement supersedes the 2017-2024 Partnership Agreement.

20.2 This Partnership Agreement may be extended for a period agreed in writing and signed by the Chief Minister and the Vice-Chancellor.

20.3 Variations of this Partnership Agreement may occur from time to time with the written agreement of both parties without the need to re-sign this Partnership Agreement. Any changes to this Partnership Agreement will be negotiated through the Office of the Vice-Chancellor and the Department of the Chief Minister and agreed by authorised officers of an appropriate level.

20.4 The signatories acknowledge that the provisions of this Partnership Agreement are not intended to be legally enforceable. However this does not lessen the commitment of the parties to fully implement this Partnership Agreement in a manner that is constructive, transparent, and collaborative.

Signed for and on behalf of the
Northern Territory Government



.....
Chief Minister of the Northern Territory

On this 12th day of June 2024.

Signed for and on behalf of
Charles Darwin University



.....
Vice-Chancellor, Charles Darwin University

On this 7 day of August 2024.