MEMORANDUM OF UNDERSTANDING (MOU)

between

INSTITUTE OF PUBLIC WORKS ENGINEERING
AUSTRALASIA QUEENSLAND (IPWEA(Q))

and

AUSTRALIAN ASPHALT PAVEMENT
ASSOCIATION (AAPA)

October 2018
1. PURPOSE

The Australian Asphalt Pavement Association (AAPA) and the Institute of Public Works Engineering Australasia Queensland (IPWEAQ) seek, through this Memorandum of Understanding (MOU), to establish a strong partnership between our respective organisations.

It is recognised that roads are a government's largest asset by value and by working together we can offer greater value from the investment local communities make in their road network. Our common purpose is therefore to provide enhanced services for members of both organisations and other professionals working in the areas of public works engineering.

Furthermore, the purpose of this MOU is to align (where appropriate) the common strategic outcomes of AAPA and IPWEAQ and leverage greater outcomes for all members for the combined resources available.

The objectives of this Partnering Agreement is to:

- work in collaboration to drive enhanced safety practices for public works and industry road workforces;
- to jointly educate and inform on best pavement management practice;
- jointly progress improved sustainability practices;
- to establish the treatments and specifications that reflect the variability of traffic loadings on Queensland roads; and
- jointly advocate for safe and sustainable outcomes in the delivery, management and operations of Queensland roads.

2. BACKGROUND

2.1. AAPA

Australian Asphalt Pavement Association (AAPA) is the peak industry body representing the flexible pavement industry in Australia, providing a range of services that enables technical excellence in the civil infrastructure sector. The AAPA consists of State Road Authority and industry (from the flexible pavements sector – contractors, bitumen suppliers, consultants) members at an organisational level.

The AAPA is a not-for-profit national industry association committed to enhancing the sustainability of flexible bituminous pavements.

A key objective is to provide leadership and technical expertise in the delivery of safe, reliable and quality flexible pavements – maximising the value of the investment made in roads and those people who build, manage and maintain them.

2.2. IPWEAQ

The Institute of Public Works Engineering Australasia Queensland (IPWEAQ) is an association that:

- INFORMS: Promotes Excellence in the Delivery of Sustainable Public Works and Services;
- CONNECTS: Facilitating the Development and Exchange of Ideas, Information and Technology;
- REPRESENTS: Advancing Public Works Engineering and Services issues on the Public Agenda; and
- LEADS: Fostering the career and skills growth of members.
IPWEAQ members are publics works individuals, who engineer and manage the significant investment made in Queensland public assets, most notably roads which are governments largest asset by value.

3. SCOPE OF THE MOU

The objective of this MOU is to formalise a non-exclusive framework of cooperation between the AAPA and IPWEAQ, to promote programs and projects that will benefit both associations members. The focus of cooperation is to:

- undertake key strategic projects as identified and agreed to by both organisations
- where appropriate align association actions and messages to broaden the representational voice to key stakeholders
- provide expert advice on policy and technical matters in the areas of public works roads engineering
- support continuing professional development for all members of AAPA and IPWEAQ and other professionals working in the areas of public works roads engineering
- identify better ways to serve both organisations and their members through collaboration and exchange of information, education, training, technology and management practices.

Whilst AAPA and IPWEAQ will maintain individual association relationships with stakeholders and members, we see our partnership as key to our success.

4. GOVERNANCE

As strategic partners, the Parties recognise that regular consultation is important to plan and implement agreed outcomes. In this respect, the parties agree to:

4.1 Establish Agreement Managers, being:

- IPWEAQ: Director Professional Services
- AAPA: State Executive Director (Qld / NT).

4.2 The Agreement Managers will:

- Meet a minimum of quarterly to progress agreed projects and address issues as they arise
- Annually with the CEO (IPWEAQ), AAPA Branch Chair and the CEO (AAPA) to agree on the strategic projects for the following calendar year, and report on the progress of the past year and confirm the continuation of the MOU.

4.3 This MOU will operate for a period of 3 years; however, AAPA and IPWEAQ will conduct an annual review of the cooperation under this MOU.

4.4 It is understood that this agreement is an initiative conceived to nurture a close working relationship between the two organisations. It is to be a living document, flexible and resilient-enough to change from time to time, to meet mutually-agreed requirements of both organisations.
5. FUNDING AND NATURE OF THE MOU

5.1. Funding

There is no funding attached to this MOU. Both AAPA and IPWEAQ commit to cover the cost of their own internal resources that are needed to administer this MOU. The funding of additional joint projects will be considered on a case by case basis.

AAPA and IPWEAQ will alternate each year the secretariat function of the MOU.

5.2. Nature of the MOU

Notwithstanding any provisions to the contrary in this MOU, it is not intended to create legal relations or obligations between the two Parties or to impose formal obligations on them. Any specific activities identified under this MOU as opportunities for collaboration between the Parties will be the subject of additional written agreements between the Parties. In particular, this MOU does not represent any commitment with regard to funding on the part of the Parties.

In keeping with the administrative nature of these arrangements, no provision of this MOU will be construed to interfere in any way with the independent decision-making autonomy of the two Parties with regard to their respective affairs and operations. Furthermore, this MOU shall not represent any commitment on the part of either Party to give preferred treatment to the other in any matter contemplated under this MOU or otherwise.

6. EFFECTIVENESS, AMENDMENT, TERMINATION, RESOLUTION AND OTHER MATTERS

6.1 This MOU will operate from the date it is signed by both Parties and will remain in effect for 3 years after coming into force unless terminated in accordance with Clause 6.2 below. The Parties confirm their intention to renew the agreement subject to the successful completion of the partnership review outlined in Clause 4.3.

6.2 This MOU may be terminated by either Party giving a two months' notice in writing to the other Party.

6.3 Subject to the Parties’ applicable policies and procedures with respect to the disclosure of information, the Parties may make this MOU publicly available.

6.4 During the operation of this MOU, the respective Agreement Managers will be promptly notified of all problems that impact adversely on the potential of the two Parties to collaborate effectively. The Agreement Managers will take appropriate action to seek an amicable resolution.

6.5 If the Agreement Managers are unable to resolve the problem to the satisfaction of both Parties, the two Parties will take whatever further action they consider appropriate to achieve an amicable resolution, including escalation to the respective Parties CEO's.
For and on behalf of
The Institute of Public Works
Engineering Australasia – Queensland

President

For and on behalf of
Australian Asphalt Pavement Association

State Chairman

Chief Executive Officer

Chief Executive Officer

Date 26 OCT 2018

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