MEMORANDUM OF UNDERSTANDING (‘MOU’)

This agreement is in effect from the 15 May 2019

BETWEEN:

The Institute of Public Works Engineering Australasia, Queensland of Unit 4/43-49 Sandgate Road,
Albion, Queensland (‘IPWEAQ’)  

- AND -

The Local Government Financial Professionals of Queensland, of 9 Pelican Street, Tewantin,
Queensland (the ‘LGFP’)

PREAMBLE:

A. IPWEAQ is an association incorporated in Queensland [ABN 84 244 523 855]

B. The LGFP is an association incorporated in Queensland [ABN 89 178 811 267]

C. Membership of IPWEAQ is open to anyone actively involved in the delivery of public works and services in Queensland.

D. IPWEAQ and LGFP have a mutual interest in the long-term financial sustainability of local government.

E. IPWEAQ and LGFP wish to work collaboratively towards advancing their mutual interests.

IN CONSIDERATION OF the matters described above, IPWEAQ and the LGFP (individually the ‘Party’ and collectively the ‘Parties’ to this Agreement) agree as follows:

Contributions

1. The Parties will deliver joint training programs and each Party will endorse relevant programs to be delivered by the other Party as agreed from time to time.
2. Members of LGFP wishing to attend courses delivered by IPWEAQ will be offered complimentary membership for the financial year in effect and receive IPWEAQ member rates. If however a LGFP member does not wish to become a member of IPWEAQ, they will be able to register at the IPWEAQ member rate.

3. LGFP Executive and Committee members will be entitled to complimentary membership of IPWEAQ while holding those positions.

**Ongoing**

4. The Parties will meet regularly to consider forthcoming programs and whether they are to be delivered as joint courses or courses endorsed by the other Party.

5. LGFP may engage IPWEAQ to act as its secretariat from time to time.

**Performance**

6. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

**Confidentiality**

7. Confidential information (the ‘Confidential Information’) refers to any data or information relating to IPWEAQ or the LGFP, whether commercial or personal, which would reasonably be considered to be private or proprietary and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to IPWEAQ.

8. The Parties will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the other Party has obtained in the course of developing the Manual, except as authorised by the Parties or as required by law.

9. The Parties must at all times abide by the Queensland Privacy Information Act 2009 and not utilise or disclose any information obtained in the development of the Manual under this Agreement.

10. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
Ownership of Intellectual Property

11. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the ‘Intellectual Property’) belonging to IPWEAQ at the date of this Agreement, shall continue to belong to IPWEAQ.

12. All intellectual property and related material belonging to the LGFP at the date of this Agreement shall continue to belong to the LGFP.

13. All intellectual property and related material that is developed or produced under this Agreement, will become the sole property of IPWEAQ.

14. The Parties may not use the Intellectual Property of the other Party for any purpose other than for the delivery of the Manual under this Agreement except with the written consent of the other Party. The defaulting Party will be responsible for any and all damages resulting from the unauthorised use of the other Party's Intellectual Property.

Notice

15. All notices, requests, demands or other communications required by the terms of this Agreement may be sent by email and are taken to be signed by the named sender.

16. Notices sent by email are deemed to be received 30 minutes 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 was not delivered.

Indemnity

17. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.
Modification of Agreement

18. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

Time of the Essence

19. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Disputes

20. The Parties must endeavour to settle any dispute by mediation to be conducted by a mediator appointed by agreement of the Parties or failing agreement within seven days of receiving any Party’s notice of dispute, by a person appointed by the Chair of the Resolution Institute or the Chair’s designated representative.

21. The Resolution Institute’s Mediation Rules shall apply to any mediation.

Assignment

22. Neither Party will voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the other Party.

Entire Agreement

23. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Titles/Headings

24. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.
Governing Law

25. This Agreement will be governed by and construed in accordance with the laws of the State of Queensland.

Severability

26. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

27. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS

SIGNED FOR AND ON BEHALF OF IPWEAQ  
LEIGH CUNNINGHAM, CEO  
15 May 2019

SIGNED FOR AND ON BEHALF OF THE LGFP  
TONY BRETT, PRESIDENT  
15 May 2019