MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF NOTRE DAME AUSTRALIA

AND

THE CITY OF FREMANTLE
MEMORANDUM OF UNDERSTANDING

This Memorandum is made on the _____ day of ____________, 2012

Between:

THE UNIVERSITY OF NOTRE DAME AUSTRALIA of 19 Mouat Street, Fremantle, WA 6160 (UNDA)

and

THE CITY OF FREMANTLE of Town Hall Centre, 8 William Street, Fremantle WA 6160 (CITY)

1. The purpose of this Memorandum of Understanding (MoU) is to provide a framework for enabling understanding and co-operation between UNDA and the City.

2. The term of this Memorandum shall be from 1 September 2012 to 31 December 2019 and may be renewed by written agreement between the Parties.

3. The City recognises that UNDA is a major educational institution operating in Fremantle.

4. The City recognises the “rate exempt” status of the UNDA, a position common to all universities in Western Australia.

5. The City acknowledges the additional economic benefit that UNDA brings to Fremantle through its students and staff, and the attraction of numerous conferences, seminars, visitors, international students and social activities to its campus.

6. UNDA recognises the central role of the City in planning for the future of Fremantle and in promoting harmonious development and relationships between all elements of Fremantle society.

7. UNDA will provide the City, on an annual basis, with an updated version of its Strategic Plan.
8. UNDA has a 2010 enrolment of 5,952 students, (4,305 equivalent full time student loads (EFTSLs)). UNDA plans to ‘cap’ its enrolment at about 5,000 EFTSLs.

9. UNDA’s philosophy is to be part of and to interact with the local community as much as possible. By bringing large numbers of staff, students and visitors to the campus on a daily basis UNDA injects significant money into the Fremantle economy, and in particular, into the Fremantle Central Business District (CBD). As an example, UNDA is responsible for a major contribution to the City’s parking revenue.

10. UNDA wishes to do all that it can to promote and contribute to Fremantle as a city, and as a pleasant and safe living and working environment. In this context, UNDA makes a major contribution to the security of its campus and environs. UNDA operates a 24-hour per day, year round uniformed security service, including constant street patrols and police liaison.

11. UNDA has made and will continue to make, a major contribution to the physical environment of Fremantle by restoring heritage buildings, developing tree and garden areas, and the general enhancement of the amenity of its campus and environs.

12. UNDA supports the non-university use of its buildings and facilities. The campus is used regularly as a venue for conferences, seminars, public lectures, music festivals, community fund raising events, community group meetings, community social functions, weddings, etc. Many such functions are supported on a free of charge basis (after meeting mandatory costs for cleaning, etc).

13. Since commencement UNDA has concentrated its academic activities within the area bounded by Little High Street, Phillimore Street, Henry Street and Marine Terrace, an area referred to in the previous MOU as the UNDA zone.

14. The City encourages UNDA to expand its academic activities to locations throughout the CBD and expresses the wish that any expansion should not be immediately adjacent to the area referred to in paragraph 13 above.

15. Within two years of the date of this MOU, UNDA in conjunction with the City, is to develop a strategy on how it could develop a more diverse
range of commercial activities at ground level on High and Phillimore Streets.

16. UNDA is committed to street level activation of its buildings. UNDA will discuss operational constraints related to such activation in respect of the development of new buildings with the City prior to the submission of plans.

17. UNDA will continue to restore and modify its facilities. UNDA will act consistently with the City's heritage guidelines.

18. The City will undertake to assess any application for a development assessment by UNDA in a timely manner. Should any application be deemed as urgent by UNDA to meet their teaching timetable, the City will undertake to expedite such applications to the extent possible under the requirements of relevant Acts and planning policies.

19. UNDA will:
   • endeavour to establish student accommodation throughout Fremantle and adjoining areas;
   • retain its existing three halls of residence; and
   • continue to maintain a database of local accommodation providers and a target of at least 50% of its students being accommodated in Fremantle.

20. A Liaison Group, comprising the senior officers of the City and UNDA is to meet in March, July and November each year to consider matters of mutual interest arising from the MOU, including the allocation of the funds referred to in Clause 24 below.

21. UNDA will arrange a tour of inspection of its facilities by the City's elected members and senior staff in February each year, and include an allocation of time for an exchange of ideas with the senior staff of the UNDA.

22. The City and UNDA will keep each other informed of any substantial actions being proposed which may affect the interests of the other party. All issues between the City and UNDA are to be discussed openly to determine common ground and achieve agreement.

23. UNDA and the City wish to engage on mutually beneficial projects, including but not limited to:
SIGNED ON BEHALF OF THE UNIVERSITY OF NOTRE DAME AUSTRALIA by its authorised representative

Print Name: celia hammond
Print Title: vice chancellor

SIGNED ON BEHALF OF THE CITY OF FREMANTLE by its authorised representative

Print Name: Graeme mackenzie
Print Title: Chief Executive Officer