

MEMORANDUM OF UNDERSTANDING

between

The University of Queensland (UQ)

and

Southern Downs Regional Council (SDRC)

1. Purpose

- 1.1 The purpose of this Non-Binding Memorandum of Understanding (**this MOU**) is to confirm the agreed terms for the establishment and operation of a collaborative arrangement between UQ and SDRC aimed at developing links and creating new opportunities and benefits for the Southern Downs region around the proposed Warwick Solar Farm project (**the proposed project**).

2. Objectives

- 2.1 Each party agrees to collaborate in a spirit of mutual understanding and to develop a closer working relationship.
- 2.2 In particular, UQ and SDRC agree to work collaboratively to conceive, consider and potentially develop initiatives associated with the proposed project. The scope of the collaborative arrangement may encompass initiatives such as the following:
 - Development of visitor information facilities on the site, as well as the undertaking of regular guided tours of the facility.
 - Establishment and operation of electric vehicle (EV) charging infrastructure on or nearby to the site, with the facilities being free to use for the general public.
 - The possible supply to SDRC of clean energy from the project at a competitive price to power Council's facilities and to help reduce Council's operating costs.
 - Jointly create an annual scholarship program to encourage high achieving students from the Southern Downs Municipal Region to undertake studies in an energy or engineering related field at UQ.
 - Consider the undertaking of joint research that that may lead to innovation in the use of renewable energy for activities associated with local government.
 - Consider the provision of support for funding applications that would be of benefit to each of the parties.

- 2.3 If the parties do determine that they wish to pursue specific initiatives associated with the proposed project, they will enter into a separate written agreement in relation to each and every specific collaborative activity undertaken.
- 2.4 Any specific initiatives ultimately pursued by the parties will, as a general rule, be led by UQ and supported by SDRC.
- 2.5 Any information exchanged between the parties with respect to this MOU is confidential and must not be disclosed by the recipient.
- 2.6 Each party will respect the name and reputation of the other. A party shall not make a press or other announcement or release information relating to this MOU and the matters the subject of it without the written approval of the other to the form and manner of the announcement or release.

3. Period

- 3.1 This MOU shall commence on the date of the last signing by a party and shall, subject to clause 3.2, continue for a period of three (3) years from that date.
- 3.2 Either party may withdraw from this MOU by giving the other 12 weeks' notice in writing.
- 3.3 This MOU may be amended or varied from time to time, provided that such amendment or variation is evidenced in writing and signed by the parties.
- 3.4 The parties will meet to review the operation and effectiveness of this document on each anniversary of the commencement date.

4. Non-Binding

- 4.1 While the parties are committed to using their best endeavours to achieve its purpose, this document is not intended to create binding or legal obligations on the parties. Nothing in it shall be construed as creating any legal relationship between the parties and its provisions do not create rights, obligations or duties for either party. It is intended to be a statement of intent to foster genuine and mutually beneficial cooperation.

Signed on behalf of **The University of Queensland** ABN 63 942 912 684 by
Professor Aiden Byrne, Acting Vice-Chancellor, in the presence of:

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Witness

.....
Name of Witness

Signed on behalf of **Southern Downs Regional Council** ABN 59 786 792 651 by
Mayor Tracy Dobie, in the presence of:

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Witness

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Name of Witness