

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF AUCKLAND

AND

WATERCARE SERVICES LIMITED

1. Introduction

The University of Auckland (the "University") and Watercare Services Limited ("Watercare") recognise that cooperation on matters of mutual interest offers many potential benefits. This MoU seeks to build on an existing relationship between the two organisations so as to facilitate deep and wide-ranging cooperation between the two organisations.

2. Term

Both organisations agree this MoU will take effect from the date it is signed by both organisations ("the commencement date") and will remain in effect for an initial term of 5 years or until either organisation gives to the other notice of termination in writing at least two months before the proposed termination date.

3. Agreement on Projects

It is understood by both organisations that there are no financial considerations associated with this MoU. Each project to be undertaken jointly by the organisations will be documented in a Letter of Agreement with funding and resource allocations and key performance indicators, including goals and milestones consistent with each organisation's governance policies.

4. Communications

Communication on matters relating to this MoU will be managed between Amy Malcolm, Manager, Strategic Relations at the University and Steve Webster, Chief Infrastructure Officer of Watercare Services Limited.

5. Relationship Oversight

A Steering Group will be formed to provide oversight of the relationship between the University and Watercare, comprising:

- Steve Webster, Chief Infrastructure Officer, Watercare
- Sarah Phillips, General Manager People & Capability, Watercare
- Apra Boyle Gotla, Head of Innovation, Watercare
- Gerard Rowe, Dean, Faculty of Engineering, University of Auckland
- Jason Ingham, Head, Department of Civil and Environmental Engineering, University of Auckland
- Amy Malcolm, Manager, Strategic Relations, University of Auckland
- Kobus van Zyl, Watercare Chair in Infrastructure, Department of Civil and Environmental Engineering, University of Auckland

Other members may be added to the Steering Group by mutual agreement of the organisations. The Advisory Group will meet four times a year to ensure that

the aspirations of the parties are being met. The Advisory Group will oversee the scoping and establishing of Letters of Agreement between the organisations, and review progress on identified goals and milestones of these agreements. Annually, the MoU itself will be reviewed by the Advisory Group so it continues to serve both organisations well.

6. Scope

The two organisations will work together as anchor institutions within an Auckland and national context. The strategic initiatives and projects which the two organisations might collaborate on may include but are not limited to;

- Research and innovation
- Building a Māori, Pacific and female workforce
- External funding applications
- Joint student supervision
- Joint publications
- Teaching and symposia
- Research Internships
- Postgraduate training
- Secondment of staff
- Joint appointments
- Community outreach
- Sharing resources
- Advocacy around policy

This will include any other strategic alignments that may emerge from the organisations' respective sectors which support the achievement of their respective aspirations.

7. Liability

Neither organisation will use the name or mark of the other organisation without the prior approval of the other organisation in writing.

Except where one organisation can establish that they have suffered a loss due to the gross negligence of the other organisation, neither organisation will be liable to the other for any costs, liability, damages, loss, claims or proceedings of whatever nature arising out of this MoU and neither organisation will be liable to the other for any loss of profit, loss of business or consequential loss of that organisation, howsoever caused. Both organisations also agree that it is not the intention for any of the Terms and Conditions of this MoU to be legally binding on either or both organisations but both organisations are committed to working together consistent with the provisions of this MoU



8. Disputes

If a dispute arising out of this Memorandum occurs between the

organisations, then the organisations will in good faith try to resolve that dispute initially at the level of the Advisory Group and if the dispute cannot be resolved at that level it shall be referred to the Chief Executives of each organisation to resolve.

9. Partnership or Agency

Nothing in this Memorandum is intended to create a partnership, agency, employment or joint venture relationship between the parties.

Authorised Signatory – The University of Auckland		Authorised Signatory – Watercare	
Signature		Signature	
Name	Erik Lithander	Name	Steve Webster
Title	Deputy Vice-Chancellor (Strategic Engagement)	Title	Chief Infrastructure Officer
Date	08 Nov 2021	Date	03 Nov 2021