

Memorandum of Understanding

The Council of the City of Sydney

and

The Star Entertainment Group

For

SUSTAINABLE DESTINATION PARTNERSHIP

Sydney 2030 Green/Global/Connected

THIS **MEMORANDUM OF UNDERSTANDING** is made on the ____ day of _____ 2018

BETWEEN

THE COUNCIL OF THE CITY OF SYDNEY (ABN 22 636 550 790) of Town Hall House, 456 Kent Street, Sydney NSW 2000 (the "**City**")

AND

THE PARTY set out in Schedule 4 (the "**Member**")

1. **BACKGROUND**

Sustainable Sydney 2030 is a vision and plan for the development of a Green, Global, and Connected city.

Sustainable Sydney 2030 is the City's local response to the UN Sustainable Development Goals and the Paris Global Climate Agreement both of which Australia is a signatory to.

Sustainable Sydney 2030 sets ten strategic directions for the City. These are:

- a) A globally competitive and innovative City
- b) A leading environmental performer
- c) Integrated transport for a connected City
- d) A City for walking and cycling
- e) A lively and engaging City centre
- f) Resilient and inclusive local communities
- g) A cultural and creative City
- h) Housing for a diverse community
- i) Sustainable development, renewal and design
- j) Implementation through effective governance and partnerships

To help ensure the City becomes a leading environmental performer it has committed to the following 2030 targets (off a 2006 baseline):

- 70% reduction of greenhouse gas emissions and net zero emissions by 2050
- Zero increase in potable water use
- 90% diversion of waste from landfill

Making Sydney a Sustainable Destination is the specific plan for environmental sustainability in the accommodation and entertainment sector.

As a member of the Sustainable Destination Partnership (the **Partnership**), the Member agrees to work with the City towards these plans and actively participate in its implementation.

2. **OBJECTIVES**

The objectives of the Partnership are:

- (a) To work collaboratively to improve the sustainability of Sydney's accommodation and entertainment sector and to help facilitate the achievement of Sustainable Sydney 2030 targets, including but not limited to net zero carbon emissions by 2050;
- (b) To work collaboratively and facilitate the implementation of renewable energy, recycled water, advanced waste treatment options and other solutions to improve environmental performance;

- (c) To champion and actively promote the objectives and outcomes of the Partnership and Sustainable Sydney 2030 to the wider community and relevant stakeholders; and
- (d) To engage with regulators and governments with regard to key environmental policy and regulatory issues that the members of the Partnership collectively face.

3. ACTIONS

Each party agrees to undertake the actions relevant to that party as specified in Schedule 3.

4. GOVERNANCE

The governance and administrative arrangements in support of this Memorandum of Understanding (**MOU**) are outlined in Schedule 1.

5. MEDIA AND PUBLICITY

All members of the Partnership understand the importance of public recognition of their individual contributions and will acknowledge each other's contribution in materials generated by the Partnership. They will consult with each other in regard to publicity for the Partnership and will not release information mentioning another member without first having obtained permission from that member.

6. CONFIDENTIALITY

Where confidential information, including sustainability performance data, is provided by a member of the Partnership, the City and each other member of the Partnership will treat such information as confidential and will not misuse or disclose the confidential information unless required by law or with the consent of the member giving the information. This clause survives expiry or termination of this MOU.

7. INTELLECTUAL PROPERTY

- (a) "IP Material" means any material in which intellectual property rights subsist.
- (b) If a member contributes any IP Material to a project, the member must (subject to clause 7(c)) grant an irrevocable, royalty-free licence to the other members to use and reproduce the material for the purposes contemplated by this MOU.
- (c) If a member wishes to contribute or disclose IP Material which it does not own, the member must:
 - (i) ensure that it has obtained all necessary licences and consents from the owner or licensor of the IP Material, including consent for the IP Material to be used by all members for the purposes contemplated by this MOU; and
 - (ii) on request of another member produce evidence of its right to use, reproduce or sub-licence third party material.
- (d) If the members jointly create IP Materials in the course of a project, the members agree to do all things necessary to ensure that:
 - (i) each other member is entitled to use the IP Materials for the purposes contemplated by this MOU; and
 - (ii) if the IP Materials are capable of being registered or commercialised for other uses, enter into legal arrangements which give equal rights to each contributing member in respect of the use and proceeds of the IP Materials.

8. DISPUTE RESOLUTION

If a dispute arises in relation to the subject matter of this MOU, the City's Manager of Sustainability Programs will meet with a nominated representative from the Member to resolve the matter. If the dispute is not resolved by negotiation, and the dispute arises out of a legally binding clause of this MOU, then such dispute must be referred to mediation before the commencement of any legal proceedings about the dispute, unless a party seeks an urgent or interim injunction.

9. TERM

- (a) This MOU is for a period of three (3) years, commencing on 1 July 2018 and expiring on 30 June 2021.
- (b) Either party may terminate this MOU by giving the other party 1 month's written notice.
- (c) This MOU may be extended subject to review and agreement by members but there shall be no obligation for existing members to be a party to the extended MOU.

10. GENERAL

- (a) This MOU (with the exception of clauses 6, 7, 8, 9, 10 and 11) is not a binding contract and nothing contained within it nor any pre-contractual negotiations creates any legally binding obligations. However, this MOU is a non-binding commitment between the parties to co-operate and to abide by its terms in their true spirit and intent for the duration of this MOU.
- (b) Except in clause 7, the use of 'agree' or similar words including 'commitment' and 'agreement' in this MOU does not imply any legally binding obligation.
- (c) This MOU may be varied by agreement of the parties in writing.

11. NO LEGAL RELATIONSHIP

Despite the use of the words 'partner' and 'partnership' in this MOU:

- (a) nothing in this MOU creates a partnership, joint venture, relationship of employer and employee or agency between the parties; and
- (b) the Member must not:
 - (i) represent that it is in a legal partnership relationship with the City or any other member;
 - (ii) purport to make commitments or incur any liability for which the City or another member may be liable; or
 - (iii) cause the City or any other member to be liable for the act or omission of the City or another member.

SCHEDULE 1 GOVERNANCE MODEL: ROLES AND FUNCTIONS

1. Leadership Panel

The Partnership will be overseen by a Leadership Panel. The Leadership Panel will meet on a quarterly basis, or more frequently as required.

The role of the Leadership Panel will be to:

- set the overall vision and strategic direction of the Partnership;
- develop an annual work plan and focus for the Partnership;
- establish technical working groups as required to undertake and drive specific projects;
- consider applications from appropriate organisations to join the Partnership;
- develop and endorse the annual budget (including project sponsors) to enable the delivery of the Partnership's work plan;
- monitor and review the Partnership's resourcing, governance and delivery;
- release and promote project deliverables of the Partnership both within their own organisations, supply chains and relevant industry stakeholders;
- set interim environmental performance targets and agree on appropriate benchmarking and annual reporting methodologies;
- ensure a register of member properties participating in the Partnership is established and kept up to date; and
- undertake annual reporting on the collective environmental performance, improvements and other achievements and activities of the Partnership.

The Leadership Panel will consist of

- the head of sustainability, or other appropriate representative, from the member organisations who have demonstrated capacity and leadership appropriate to this role;
- an appropriate representative from the City's Sustainability staff;
- the Partnership program staff (provided by the City) as Secretariat;
- the Chair of each technical working group (where that Chair is not a member of the Leadership Panel already).

A Chair and Deputy Chair will be nominated and endorsed by the members of the Leadership Panel each financial year and will be appointed for a period of one (1) year.

2. Annual Partnership Meeting

An Annual Partnership Meeting will be held at the beginning of the calendar year to which all members of the Partnership will be invited.

The agenda for the Annual Partnership Meeting will include an update by those members of the Partnership not on the Leadership Panel, endorsement of the annual delivery plan for the next financial year and any other matter that a member may wish

to include on the agenda by giving one month's written notice to the Chair and the Secretariat.

3. Technical Working Groups

A maximum of three (3) technical working groups will be established to advise and drive the work and outputs of the Partnership. The technical working groups will meet quarterly or as required by the agreed work plan.

Technical Working Groups will bring together subject matter experts in order to:

- identify and develop project plans, timelines and budgets;
- contribute insights and best practice;
- engage consultants, through the City and where required, to undertake specific projects;
- provide steering and review as projects progress;
- lead the testing and implementation of the Partnership's work in their own organisation; and
- report to the Leadership Panel on outcomes and deliverables.

The Technical Working Groups will consist of:

- a Chair who will report to the Leadership Panel;
- appropriate staff from each of the members;
- the Partnership program staff (provided by the City) as Secretariat; and
- other appropriate stakeholders as required.

A Chair and Deputy Chair will be nominated for each Technical Working Group and endorsed by the members of the Leadership Panel.

The Chair will be an employee of a member and will be invited to participate in the Leadership Panel, if not already that member's existing representative. Where the Chair is not their organisation's representative to the Leadership Panel, they will not have voting rights on the Leadership Panel.

The Deputy Chair may be an employee of any member.

4. New Members

The Leadership Panel will consider applications from appropriate organisations to join the Partnership as a member. Membership types are defined in Schedule 2 (Membership Terms of Reference) and actions defined in Schedule 3 (Actions).

5. Administrative Arrangements

The City will provide overall administrative and secretariat support for the Partnership.

Administrative arrangements for the Leadership Panel are:

- Four (4) Leadership Panel meetings will be held each year— timing and location to be determined by the Chair or Secretariat.
- The Leadership Panel may meet more frequently if required.
- Agendas will be distributed by the Secretariat at least one (1) week prior to the meeting.

- Minutes for all meetings will be taken and distributed by the Secretariat.
- Decisions will be made by consensus. If consensus cannot be reached on a particular decision, it will go to a vote. The voting quorum will be 50% of Leadership Panel members and any resolution will only be passed if 70% of the votes are cast in favour.
- The City's representatives on the Leadership Panel will have one vote in total, where voting is required.
- Selection of Leadership Panel and Technical Working Group Chair positions will occur in the last meeting of each financial year, for commencement in the new financial year.

Administrative arrangements for the Technical Working Groups are:

- Meetings will be held as required, but at least quarterly – timing and location to be determined by the Technical Working Group Chair.
- Agendas will be distributed by the Secretariat at least one (1) week prior to the meeting.
- Minutes for all meetings will be taken and distributed by the Secretariat.
- Decisions will be made by vote. The voting quorum will be 50% of Technical Working Group members and any resolution will only be passed if 75% of the votes are cast in favour of the resolution.

SCHEDULE 2

MEMBERSHIP TERMS OF REFERENCE

1. Partner

Partner Members are defined as those organisations that meet an overwhelming number of the following criteria:

- are an owner, manager and / or operational controller (or a related entity of such an entity) of an accommodation provider or entertainment venue in the City of Sydney Local Government Area;
- have a sustainability strategy or a commitment to the Sustainable Sydney 2030 goals;
- employ a sustainability manager, or other appropriate role, with authority to implement environmental management; and
- have the capacity to attend relevant meetings in person and contribute in good faith to projects, including time, resource and intellectual property.

2. Associate

Associate Members are defined as those organisations that meet an overwhelming number of the following criteria:

- a private, non-private or government organisation with an interest in the accommodation and entertainment sector and who can progress sustainability initiatives eg. industry peak bodies, state government agency or policy and advocacy bodies; and
- have the capacity to attend relevant meetings and to contribute in good faith to projects, including time, resource and intellectual property.

Associate Members will have no voting rights and will not be represented on the Leadership Panel, however, upon invitation, they are able to participate on Technical Working Groups.

SCHEDULE 3 ACTIONS

1. All Members' Actions

All Members will:

- share experiences and knowledge in relation to improving the sustainability performance of operations, where appropriate, with the other members of the Partnership and the wider accommodation and entertainment sector;
- work collaboratively to develop new standards of best practice;
- proactively engage stakeholders and supply chains to encourage improvements in sustainability performance;
- facilitate the participation, commitment and input of appropriate staff on the Leadership Panel and / or Technical Working Groups to actively develop, drive and review the work of the Partnership;
- engage with regulators and governments regarding key environmental policy and regulatory issues that members of the Partnership collectively face; and
- actively promote the outputs and outcomes of the Partnership to the wider community and relevant stakeholders including through their marketing channels.

2. Partner Members' Actions

In addition to the actions defined in section 1 above, Partner Members will:

- endeavour to improve the environmental performance of their owned and managed buildings or operations within the City's Local Government Area in support of the City's targets;
- work collaboratively to identify and achieve interim sustainability targets for the Partnership, and develop and maintain a reporting methodology to measure annual progress against those targets;
- submit data to the City on the sustainability performance of owned and managed buildings or operations within the City's Local Government Area;
- work together to identify opportunities to access renewable energy, recycled water, advanced waste treatment options and other solutions to improved environmental performance;
- apply, where commercially appropriate, the outputs of the Partnership to their own operations; and
- provide at least one case study each year detailing an example of their actions in implementing the projects of the Partnership or similar sustainability improvement.

3. Associate Members' Actions

In addition to the actions defined in section 1 above, Associate Members will:

- support the achievement of the City's sustainability targets within their relevant focus and operations;
- work collaboratively to identify and support achievement of the Partnership's interim sustainability targets, and develop and maintain a reporting methodology to measure annual progress against those targets; and
- where commercially appropriate, share data and research, relevant to the work of the Partnership.

4. City's Actions

The City agrees to undertake the actions as stated in sections 1 and 2 above and will also:

- provide administration and secretariat support for the Leadership Panel and Technical Working Groups;
- develop and maintain required program digital infrastructure which may include a program website, best practice online tools and a cloud-based progress reporting database;
- report on the annual progress of the Partnership;
- promote resources that help and inform members, their staff and their supply chains to achieve the City's targets; and
- provide recognition of achievements and public relations support for the Partnership, leveraging existing national and international forums such as the Global Destination Sustainability Index, International Tourism Partnership, Council of Capital City Lord Mayors, C40 Climate Leadership Group and/or the Carbon Neutral Cities Alliance.

**SCHEDULE 4
MEMBER'S DETAILS**

Name	
ACN / ABN	
Address	
Phone	
Email	
Representative's name*	
Membership type	Partner / Associate

*Privacy notice:

Please note this representative and any other employee nominated by the Member over the period of the MOU may be contacted by the City for the purposes of communicating information and events relating to the Partnership's work or other relevant Sydney 2030 initiatives.

Signed for and on behalf of THE)
COUNCIL OF THE CITY OF SYDNEY)
(ABN 22 636 550 790) by its duly)
authorised officer in the presence of:)



Signature of witness

LISA MCCLIMONT

Name of witness

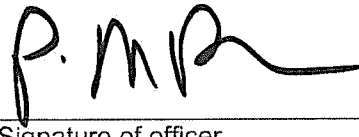
Signed for and on behalf of INSERT)
ORGANISATION (INSERT ABN/ACN):)
)
)



Signature of witness

CASSIE LIDDLE

Name of witness



Signature of officer

PATRICIA MONICA BARONS

Name and position of officer

CHIEF EXECUTIVE OFFICER



Signature of authorised representative

CHAD BARTON, GROUP C.F.O

Name and position of authorised
representative