

ATTACHMENT B

**MEMORANDUM OF UNDERSTANDING
WITH THE POWERHOUSE MUSEUM**

MEMORANDUM OF UNDERSTANDING

COUNCIL OF THE CITY OF SYDNEY
and
MUSEUM OF APPLIED ARTS AND
SCIENCES (POWERHOUSE MUSEUM)



MEMORANDUM OF UNDERSTANDING

DATED _____ day of _____ 2012

BETWEEN

1. **COUNCIL OF THE CITY OF SYDNEY (ABN: 22 636 550 790) OF 456 KENT STREET, SYDNEY NSW 2000 ("CITY"), AND**
2. **MUSEUM OF APPLIED ARTS AND SCIENCES (ABN: 59 354 516 818) TRADING AS POWERHOUSE MUSEUM ("POWERHOUSE")**

BACKGROUND

1. City Farms are designed to educate residents, businesses, schools and visitors about sustainable living in an interactive setting.
2. In November 2009 Council endorsed the principle of establishing a City Farm in the City's Local Government Area.
3. A City Farm Feasibility Study outlined the key components required for a City Farm and recommended an Articulated Model of Management, with Sydney Park, St Peters and the Powerhouse Museum car park as the preferred sites.
4. On 7 November 2011, Council resolved:
 - (a) to endorse the City Farm Feasibility Study and its recommendation to jointly establish a City Farm at Sydney Park and the Powerhouse Museum car park;
 - (b) to develop and draft a Memorandum of Understanding with the Powerhouse Museum to jointly develop and implement the Project;
 - (c) to establish a City Farm Advisory Group to oversee the development of the Project, (comprising two representatives each from the City and the Powerhouse Museum and four representatives from the community).
5. This Memorandum of Understanding establishes a framework for co-operation between the City and the Powerhouse Museum to develop and implement the Project, and in conjunction with the community, establish a sustainable educational partnership between the City and the Powerhouse Museum.
6. The City has allocated a budget of \$1,550,000 Ex GST over the course of five (5) years for the implementation of the Project.
7. The Powerhouse Museum's participation reflects a commitment to enhance engagement with the community, and to support new kinds of learning and knowledge creation.
8. A number of developments in the Ultimo precinct have occurred since the City Farm Feasibility Study. These have potential impacts on the original vision developed within the Feasibility Study for the Powerhouse Museum farm site.

9. In December 2011 the Sydney Harbour Foreshore Authority (SHFA) announced plans to extend the Ultimo Pedestrian Network (UPN) from Ultimo Road through to William Henry Street. This pedestrian link will enhance connections between the Powerhouse Museum, ABC, UTS and Sydney Institute of TAFE and the links to Central Railway and Darling Harbour. The pedestrian link utilises land identified in the Feasibility Study for potential City Farm development.
10. In February 2012 the NSW State Government called tenders for the redevelopment of the Sydney International Convention, Exhibition and Entertainment Precinct (SICEEP). Request for Proposals were due on the 30th August 2012 by the two developer proponents. The successful team will be announced in December 2012.
11. The Memorandum of Understanding acknowledges that the Ultimo precinct is undergoing significant change, and that the partnership between the City of Sydney and the Powerhouse Museum will explore collaborations with precinct development projects with the objective of developing a viable City Farm site or sites within the precinct.

1. DEFINITIONS

The following definitions apply in this Memorandum of Understanding:

Articulated Model of Management means the model of management of a city farm which has a central program headquarters and allows for the integration of other community programs and sites.

Business Plan means the Business Plan, as described in clause 9 to be prepared by the City in collaboration with the Powerhouse Museum and the City Farm Advisory Group which will outline the financial, strategic and operational structure of the City Farm.

City Farm Advisory Group means the group, initially comprising the members set out in Schedule 2, who will guide and direct the development of the Project.

City Farm Feasibility Study means the Feasibility Study carried out by Clouston Associates which investigated the concept and models of city farms, and provided recommendation for the sites and model for the Sydney City Farm.

Master Plan means the Project Master Plan, as described in clause 10, to be prepared by the City in collaboration with the Powerhouse Museum and the City Farm Advisory Group, which will include the overall design for the Powerhouse Museum car park and the Sydney Park sites.

Project means the development and implementation of a City Farm at the Powerhouse Museum car park site in Ultimo and the Sydney Park site in St Peters.

Project Manager means the City of Sydney, City Farm project manager responsible for the project delivery.

SICEEP means Sydney International Convention, Exhibition and Entertainment Precinct.

UPN means Ultimo Pedestrian Network.

SHFA means Sydney Harbour Foreshore Authority.

INSW means Infrastructure New South Wales.

2. GENERAL

The parties acknowledge and agree that they will collaborate and work together to develop and implement the Project and progress the general aims and objectives of the Project as set out in this Memorandum of Understanding.

The parties recognise that the development and implementation of the Project may be constrained by the implementation of other projects in the Ultimo and Darling Harbour precincts which are outside their control.

Noting that the scale and impact of the SICEEP project will be determined late in 2012, and that the design of the UPN will also be confirmed within this timeframe, it is acknowledged that the implementation of the objectives of this Memorandum of Understanding will be required to respond to these developments.

3. OVERVIEW: AIMS AND OBJECTIVES

The Project intends to achieve an environmentally, socially, economically and culturally focused urban farm at the Powerhouse Museum car park and the Sydney Park sites, managed under an Articulated Business Model.

The Parties intend to collaborate to achieve the following Project objectives and benefits:

- (a) create a sustainable educational and community orientated City Farm;
- (b) provide an educational resource where members of the public can learn about contemporary environmental issues, sustainable technologies, food production processes and better practices for everyday living such as composting, recycling, water and energy management.
- (c) encourage community participation and camaraderie by providing public programs which provide focal points for interest groups with shared objectives towards sustainable lifestyle and urban quality.
- (d) provide engaging centres for learning and community participation, with hands on involvement in local food production, composting and sustainable design and living.

- (e) promote educational and employment initiatives relating to the production of fresh fruit and vegetables, particularly locally grown crops.
- (f) demonstrate best practice environmental design and management and the City's commitment to sustainable development.

4. REPRESENTATIVES

- 4.1 The City and the Powerhouse Museum will each provide at least two representatives for the purposes of implementing this Memorandum of Understanding. One designated representative will be responsible for co-ordinating the relevant party's efforts to deliver on the scope of this Memorandum of Understanding.
- 4.2 The representatives as at the date of this Memorandum of Understanding are identified in Schedule 1. Either party may nominate a different representative by giving written notice to the other.
- 4.3 The City Farm Advisory Group, elected to guide and direct the development of the Project, consists of two representatives each from both the City and Powerhouse Museum, and four representatives from the community as identified in Schedule 2.
- 4.4 If any member of the Advisory Group is no longer willing or able to undertake their role the Director or the Chief Executive Officer of the relevant organization may nominate a replacement. Written notification must be submitted to the Advisory Group thirty (30) days prior to any replacement being effective.
- 4.5 If any of the four community representatives are no longer willing or able to undertake their responsibility, or miss more than 3 of the monthly meetings they will be replaced by another community representative from the community members who registered interest through the City of Sydney community representative expression of interest process (which was open from 20 December 2011 until 17th February 2012). Any replacement community representatives will be interviewed by the City prior to appointment to the Advisory Group.
- 4.6 The Advisory Group will meet once a month and additionally as required to guide and review the preparation of the Business Plan and Master Plan. The Advisory Group will be chaired by the Project Manager who will coordinate all meetings, minutes and correspondence.

5. THE PARTIES OBLIGATIONS

Noting the limitations identified in Section 2, the obligations of the parties in the first twelve months will be defined in respect to site locations and general obligations:

5.1 Sydney Park:

- a) Identify an appropriate location within Sydney Park for the City Farm.
- b) Develop a business plan for this site and undertake geotechnical assessment of the site.
- c) Develop a brief for the master plan consultancy services for this site.
- d) Engage consultants to undertake the master plan and community consultation.
- e) Develop a brief for the staged construction of the site.
- f) Engage contractors to undertake the construction of the City Farm.
- g) Provide meeting room facilities as reasonably required for City Farm meetings, consultations and events.

5.2 Powerhouse Museum and Ultimo Precinct area:

- a) Consult with iNSW and the successful tendering proponent for the design and construction of the SICEEP project.
- b) Consult with SHFA as the body responsible for the UPN extension project.
- c) Consult with major Ultimo precinct partners including but not limited to UTS, ABC, Sydney Institute of TAFE to identify potential locations to achieve the articulated model proposed in the City Farm feasibility study.
- d) Identify an appropriate location within the precinct for the City Farm.
- e) Develop a business plan for this site and undertake geotechnical assessment of the site.
- f) Develop a brief for the master plan consultancy services for this site.
- g) Engage consultants to undertake the master plan and community consultation.
- h) Develop a brief for the staged construction of the site.
- i) Engage contractors to undertake the construction of the City Farm.
- j) Provide meeting room facilities as reasonably required for City Farm meetings, consultations and events.

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5.3 General Obligations:

- (a) Advocate for additional public or private institutional sponsorship of the Project;
- (b) Work together to research and co-submit any funding grants;
- (c) Direct any sponsorship funds to a nominated City Farm account.

6. CONTRIBUTIONS

6.1 The City has allocated a budget of \$1,550,000 Ex GST staged over five (5) years for the implementation of the Project, as set out below:

Steps	Year 1	Year 2	Year 3	Year 4	Year 5
City Farm Program Manager	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000
Advisory Committee / Board	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Site Investigations i.e. geo technical, soils water.	\$100,000	\$50,000			
Business Plan	\$70,000			\$50,000	
DA, Site Development (x2) and Masterplan	\$50,000	\$100,000			
Design Documentation and Construction Services i.e. planning, landscape architecture, etc.			\$250,000		

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Branding and Marketing Strategy		\$80,000			\$50,000
TOTAL	\$360,000	\$320,000	\$390,000	\$240,000	\$190,000
TOTAL OVER 5 YEAR PERIOD					\$1,550,000

7. BRANDING, INTELLECTUAL PROPERTY AND PROMOTION

8.1 Branding and Intellectual Property

Each party:

- (a) will assist in the development of an appropriate branding and logo for the Project;
- (b) will retain ownership of any intellectual property created by that party and used in association with this Memorandum of Understanding; and
- (c) will not use the logos, brands, marks, or identity of the other party without the written approval of that party.

8.2 Promotion and Marketing

The Parties will work together in good faith to:

- (a) advocate for additional public or private institutional sponsorship of the City Farm;
- (b) advocate for the Sydney Harbour and Foreshore Authority to integrate the Ultimo Pedestrian Network and the City Farm objectives;
- (c) advocate for City Farm to supply local businesses food for their business operations;
- (d) advocate volunteering opportunities, in accordance with the Business Plan;
- (e) prepare media, communications and publication relating to the City Farm;
- (f) research and liaise with sponsors;
- (g) develop media relations.

8. BUSINESS PLAN

The City will work together with the Powerhouse Museum and the City Farm Advisory Group to prepare a detailed Business Plan which will outline the financial, strategic and operational structure of the Project. The Business Plan will address the following:

- (a) business description and mission statement;
- (b) market analysis and positioning;
- (c) operations and technology plan;
- (d) marketing and sales strategy;
- (e) management and organisation
- (f) financial projection;
- (g) risks and mitigations
- (h) implementation plan.

9. MASTERPLAN

The City will work together with the Powerhouse Museum and the City Farm Advisory Group to prepare a Project Masterplan for the two sites which will include the following:

- (a) concept design;
- (b) design development;
- (c) detailed design;
- (d) tender drawings;
- (e) construction drawings
- (f) specifications

10. COMMUNITY CONSULTATION

The parties will support consultation with the community as an ongoing part of the process to achieve the aims and objectives of this Memorandum of Understanding. Each party will provide staff members to attend community consultations and rooms or areas to host events.

11. VOLUNTEERING

The parties will support and promote volunteering programs to build capacity within the community and encourage sustainable lifestyle practices. All volunteer staff will need to undertake a site specific induction. Each party will provide a staff member to attend any volunteer events or programs. The Powerhouse will be responsible for developing the volunteering induction kit.

12. TERM

The term of this Memorandum of Understanding will begin when signed by both parties. This Memorandum of Understanding is intended to remain in effect for five years, calculated from the date of this Memorandum of Understanding. The parties may:

- (a) terminate this Memorandum of Understanding at any time by giving six months written notice to the other;
- (b) modify the terms of this Memorandum of Understanding by a further variation, signed by both parties;
- (c) extend the term of this Memorandum of Understanding by written agreement, signed by both parties.

To that end, the scope and objectives of this Memorandum of Understanding will be reviewed and redefined annually, to take account of projects and agreements which have an impact on its delivery.

13. COSTS

The parties will bear their own costs in relation to this Memorandum of Understanding and in the performance of any activities contemplated by this Memorandum of Understanding.

14. DISCLOSURE OF INFORMATION

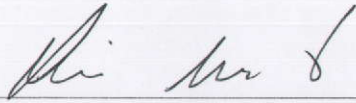
The parties acknowledge that the City is generally required to make information available in accordance with the Government Information (Public Access) Act. If either party considers information relevant to this Memorandum of Understanding may be confidential or private in its nature, then the disclosing party:

- (a) must clearly identify that the information intended to be communicated is of a confidential nature; and
- (b) may request that the other party provide undertakings to limit disclosure of that information; and
- (c) (if undertakings are not given) may decline to communicate the relevant information.

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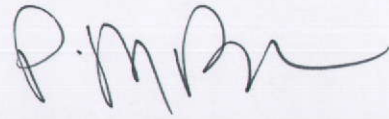
SIGNED for and on behalf of the parties:

COUNCIL OF THE CITY OF)
SYDNEY:)
)
)
)



Witness: LISA GAI MCCOURT

Name (printed):



PATRICIA MONICA BARONI

Name: (printed)

THE MUSEUM OF APPLIED ARTS)
AND SCIENCES (T/AS THE)
POWERHOUSE MUSEUM))
)
)



Witness: PETER MORTON

Name (printed):



DAWN CASEY

Name (printed):

* DATE OF LAST SIGNATURE THURSDAY 11 OCTOBER 2012.

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15. EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is a statement of intent only and does not create an enforceable contract. Neither party may bring proceedings against the other in relation to this Memorandum of Understanding.

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SCHEDULE 1 – Representatives

City of Sydney Representative

Name: Andrew Ridge

City Farm Project Manager

Contact Number: 9265 7267

Email: aridge@cityofsydney.nsw.gov.au

Power House Museum Representative

Name: Peter Morton

Manager, Strategic Policy and Planning

Contact Number: 9217 0576

Email: peter.morton@phm.gov.au

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SCHEDULE 2 – City Farm Advisory Group

Community Representatives	Power House Museum Representatives	City of Sydney Representatives	Chairperson
Vanessa Pilla, Acting President of the Sydney City Farm, Executive Committee	Peter Morton Manager, Strategic Policy and Planning, Powerhouse Museum	Joel Johnson Manager, Parks, Trees & Aquatic Facilities, City of Sydney	Andrew Ridge City Farm Project Manager City of Sydney
Michael Reid Department of Premier and Cabinet (Office of Environment and Heritage)	Helen Nicholson Producer, Family & Community Programs Powerhouse Museum	David Brodie Manager, Parks Services, City of Sydney	
Nicola Cameron Member of the Sydney City Farm, Executive Committee			
Sarah Kinsela Manager, Climate Change & Sustainability Services Advisory			

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Reference: 2012/150807

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