

Attachment A

Draft Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING (MOU)

is made on the day of 2020

BETWEEN:

The Crown in right of the State of New South Wales (**the State**)

AND:

The Council of the City of Sydney (**the City**)

The Returned and Services League of Australia New South Wales Branch (**RSL NSW**)

The Dawn Service Trust Inc. (**the DST**)

DEFINITIONS:

In this MOU:

Agency means a State agency or a private entity engaged to provide the functions of a State agency and includes for the avoidance of doubt any NSW public service agency described in Attachment A.

Commemorative has the meaning given to the term Commemorative Event in the *Whole of Government Policy for the Application of User Charges for Major and Special Events*, as amended from time to time.

MOU means Memorandum of Understanding.

Term in relation to this MOU is as set out in clause 2.1.

the Event means the official NSW Anzac Day Dawn Service and Anzac Day March in the Sydney CBD in particular but also the Commemoration Service at the Anzac Memorial in Hyde Park South and the Sunset Service at the Martin Place Cenotaph for the years 2020, 2021 and 2022.

IN RELATION TO:

Organisation and delivery of the Event:

RECITALS:

- A. The DST organises and stages the Anzac Day Dawn Service at the Cenotaph in Martin Place, with the assistance of the State, RSL NSW and the City as set out in Attachment A to this MOU. The DST retains creative control and guest management

- of the Anzac Day Dawn Service. The State manages event logistics, security, infrastructure and operations.
- B. RSL NSW organises and stages the Anzac Day March in Sydney, the Commemoration Service at the Anzac Memorial in Hyde Park South and the Sunset Service at the Martin Place Cenotaph with the assistance of the State and the City as set out in Attachment A to this MOU. RSL NSW retains creative and artistic control of, and manages, these events.
 - C. All parties acknowledge the significance of the Event for the community of NSW, and the importance of appropriately commemorating and acknowledging Anzac Day in Sydney.
 - D. All parties acknowledge the Event's importance in achieving economic, strategic marketing and community impact for Sydney and New South Wales.
 - E. All parties acknowledge the contribution of, and agree to work cooperatively with, other agencies in relation to the Event, including NSW Police Force, Transport for NSW, NSW Health and NSW Ambulance.
 - F. Attachment A outlines the roles and responsibilities of the parties, along with those of other stakeholders.

TERMS OF MOU:

- 1. Commitment to Comply with MOU**
 - 1.1 The parties agree that this MOU is a firm commitment between the State, the City, RSL NSW and the DST to cooperate in the organisation and staging of the Event. In addition, the State commits to facilitating the cooperation and support of all Agencies in the organisation and staging of the Event. While this MOU is not a legally binding contract and nothing contained within it creates any legally binding obligations, the parties will comply with this MOU's terms, in their true spirit and intent, for the Term.
- 2. Term of MOU**
 - 2.1 This MOU will commence on the date it is signed by the last of all parties and will continue until 30 June 2022 (**Term**), unless extended by written agreement of the parties.
 - 2.2 The parties will, during the Term, review the operation and effectiveness of the MOU each year by way of a meeting between the parties of the MOU. The review will include, but is not limited to:
 - (a) The structure, operation and composition of the operational planning forums for the Event;
 - (b) The scope and effectiveness of the public communications campaign; and

- (c) The scale of the Event and the costs associated with its production by all parties and the Agencies.

3. General Principles

- 3.1 The parties will cooperate with each other to support the staging of the Event, and the State will facilitate the cooperation and support of agencies.
- 3.2 The DST and RSL NSW will use their best endeavours to progressively provide the State, the City, and relevant agencies, in a timely manner, with the content of the Event, so that they may plan their operations and activities accordingly.
- 3.3 All parties will use reasonable endeavours to make the Event accessible to people with a disability, and to communicate the Event accessibility arrangements in relevant communication mediums.
- 3.4 All parties will use their best endeavours to minimise the impact of the Event on the costs and operations (whether commercial or otherwise) of the City, the State, and relevant agencies.
- 3.5 The State acknowledges its continuing overall responsibility to provide information, support, coordination and planning for transport services, emergency and health services, policing and public safety, in relation to the Event.
- 3.6 The DST and RSL acknowledge their responsibility to provide information and cooperation to agencies that provide transport, emergency, health and policing services to the Event.
- 3.7 The DST and RSL NSW will produce relevant Event documentation which can be provided on request to the State and the City. The DST and RSL NSW will provide the State and the City with a post-event report through a presentation at annual debrief and will use reasonable endeavours to ensure information specifically requested by the State and the City is included in the report. All documentation and reports provided under clause 3.8 constitutes confidential information under this MOU.
- 3.8 All parties acknowledge the importance of collecting data related to the Event, in order to ensure the ongoing success of the Event. The parties agree to use reasonable endeavours to collect and share data about the Event and Event attendees.
- 3.9 The State classifies the Event as Commemorative and provides the DST and RSL NSW with a full exemption from the charges of NSW Police Force, the Roads and Maritime Services (traffic services only) and NSW Ambulance for the Event.
- 3.10 The State and the City agree that the contents of this MOU may only be amended, altered or modified by written agreement signed by all parties.
- 3.11 The parties will:

- (a) Unless specifically stated in Attachment 1, bear their own costs in performing their responsibilities in relation to the Event;
- (b) Subject to clause 1.3 of Attachment 1, coordinate in relation to risk mitigation and insurance requirements in relation to the Event; and
- (c) Each obtain insurance policies appropriate to the performance of their responsibilities in staging the Event.

4. Coordination Arrangements

- 4.1 For matters of significance related to the Event, the Department of Premier and Cabinet and Office for Veterans Affairs will represent the State and the agencies at Dawn Service Trust meetings and meetings with the City.
- 4.2 The Department of Premier and Cabinet will convene the Government Coordination Centre for the event.

5. Event Media and Public Communication

- 5.1 RSL NSW will lead the Event Media and Communications Strategy and manage the media presence at the Dawn Service, the March, the Commemoration Service and the Sunset Service.
- 5.2 The State will lead an integrated whole-of-government public communications framework directed to both attendees of, and residents and businesses impacted by, the Event and will work with all stakeholders to provide a consistent and agreed set of key messages. These messages will be discussed and promulgated at the relevant Event Communication Group Forums, which are held monthly and chaired by the State.
- 5.3 Where the DST and RSL NSW provide logo recognition for the State and the City, the State and the City must promptly advise of the correct logo to be used and approve the logo where it is to appear in Event collateral and on the Event website. Similarly, the State and the City are to be advised of correct logo use by the DST and RSL NSW with respect to their logos and logo recognition.

6. Confidentiality

- 6.1 Where a party to this MOU elects to provide confidential information to another party, the party receiving the information undertakes to treat all confidential information of the other party as confidential and not to disclose the confidential information to any person (except its employees, contractors, agents and professional advisers and then only to such extent as is necessary), unless required by law, without the prior written consent of the relevant party. Each party will use confidential information only for the purpose for which it is provided.

7. Other promotion of the Event

- 7.1 All parties agree that nothing in this MOU precludes the State and any agency from broadly promoting the Event for the benefit of Sydney and New South Wales

generally, provided such promotion is not inconsistent with this MOU or any Agency Agreement brought to the parties' attention by the State.

8. Reconstitution of agencies

- 8.1 A reference in this MOU to an agency which has ceased to exist or has been reconstituted, amalgamated or merged, or to functions of which have become exercisable by any other person or body in its place, will be taken to refer to the person or body established or constituted in its place by which its said functions have become exercisable.

SIGNED BY AMY PERSSON)
Executive Director, Partnerships and Engagement)
Department of Premier and Cabinet, for and on)
behalf of the Crown in right of the State of New)
South Wales, in the presence of:)

Witness Name..... Witness Signature.....

SIGNED BY MONICA BARONE)
Chief Executive Officer,)
for and on behalf of the Council of the City of)
Sydney, in the presence of:)

Witness Name..... Witness Signature.....

SIGNED BY JEFF O'BRIEN)
State Secretary,)
for and on behalf of the Returned and Services League)
of Australia New South Wales Branch,)
in the presence of:)

Witness Name..... Witness Signature.....

SIGNED BY RAY JAMES)
President,)
for and on behalf of the Dawn Service Trust Inc.)
in the presence of:)

