

MEMORANDUM OF UNDERSTANDING (MoU)

HUNTER VALLEY WINE AND TOURISM ALLIANCE

Date of MoU 2015

Parties

Cessnock City Council (ABN 60 919 148 928) of 62-78 Vincent Street, Cessnock, NSW (Cessnock City Council)

Singleton Council (ABN 52 877 492 396) of Cnr Queen St and Civic Ave, Singleton NSW (Singleton Council)

Hunter Valley Wine and Tourism Association Inc (ABN 89 548 084 851) of 2090 Broke Road, Pokolbin NSW 2325 (HVWTA)

Recitals

- A. Cessnock City Council, Singleton Council and HVWTA have each resolved to work together for the purpose of the promotion, advancement and development of the Hunter Valley Wine Country Region. .
- B. The Councils and HVWTA seeks to form an Alliance in order to collaborate in the promotion, advancement and development of the Hunter Valley Wine Country Region within the two Local Government Areas.

Interpretation

1. Terms used in this MoU are defined as follows:

Alliance means the alliance between the two Councils and the HVWTA established by this MoU.

Councils means Cessnock City Council and Singleton Council.

MoU means this Memorandum of Understanding

Party means either Cessnock City Council, Singleton Council or HVWTA and **Parties** means Cessnock City Council, Singleton Council and HVWTA.

Terms of Reference and Operating Rules means the Terms of Reference and Operating Rules of the Hunter Valley Wine and Tourism Alliance annexed at Annexure "A" to this MoU.

Hunter Valley Wine Country Region means the local government areas of Cessnock City Council and Singleton Council and any part of an adjoining local government area in which the Hunter Valley wine and tourism industries are conducted.

Purpose

2. The Parties agree to work together in good faith for the promotion, advancement and development of the Hunter Valley Wine Country Region, including:
 - a) Achieving unity between stakeholders and speaking with one voice;

- b) Increasing visitation;
 - c) Sourcing appropriate levels of funding;
 - d) Product and industry development;
 - e) Lobbying/advocacy;
 - f) Facilitating strategic alliances for the purpose of achieving the above..
3. The Parties agree that no initiative of the Alliance will be progressed unless all Parties are in agreement, as determined in accordance with the decision-making procedures provided for in the Terms of Reference and Operating Rules at Annexure "A".

Structure of Alliance

4. The Parties agree to establish, as soon as practicable after the commencement of this MoU, the Alliance as provided for in the Terms of Reference and Operating Rules.
5. The Alliance will have the following functions:
- a) Acting as an advisory body to the Parties on opportunities and ways to achieve the purpose as set out above;
 - b) Recommending adoption and implementation of those strategies by the Parties;
 - c) Enabling the achievement of the strategic priorities adopted by the Parties;
 - d) Reporting to the Parties as to the effectiveness of such strategies;
 - e) Monitoring the progress and achievement of the stated goals and strategies to achieve the desired outcomes.
6. The Parties agree to work to the Terms of Reference and Operating Rules to give effect to this MoU.

Relationship between Alliance Members

7. No Party will be responsible to any other Party for the services that it performs in respect of the Alliance or the performance of this MoU.
8. This MoU does not create a legal relationship of employment, trust, agency or partnership between the Parties. Each Party is responsible for its own obligations arising under this MoU and is not liable for any other Party's obligations.
9. A Party may not commit another Party to any cost, expense or obligation.
10. The Alliance shall not make any binding decisions and may only make recommendations.

Termination, Variation and Waiver

11. A provision of this MOU or a right created under it, may not be waived or varied except in writing, signed by all Parties.
12. This MOU and the Alliance created by it can be terminated at any time if agreed to by the three Parties.
13. Any party may withdraw from the Alliance at any time by way of giving notice in writing. Notice shall consist of no less than 7 days.

Alliance Intellectual Property

14. Intellectual property developed as part of this Alliance Project will be jointly owned by all members of the Alliance. All reports and material produced will be copyrighted jointly to the Parties.

Execution

Signed by Hunter Valley Wine and Tourism

Association Inc, in accordance with
section 22 of the Associations
Incorporation Act 2009 (NSW) by:

Signature of Authorised Person

Signature of Authorised Person

Print Name

Print Name

Signed for and on behalf of Cessnock City Council

Under delegated authority by

Signature

Signature of Witness

Print Name

Print Name

Position

Position

Signed for and on behalf of Singleton Council

Under delegated authority by

Signature

Signature of Witness

Print Name

Print Name

Position

Position

ANNEXURE A

ALLIANCE

TERMS OF REFERENCE

AND

OPERATING RULES