
MEMORANDUM OF UNDERSTANDING

Between

**The STATE OF QUEENSLAND through the Department of Public Works
QUEENSLAND, AUSTRALIA**



and

**THE REPUBLIC OF VANUATU
through the Public Works Department
Ministry of Infrastructure and Public Utilities
REPUBLIC OF VANUATU**



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MEMORANDUM OF UNDERSTANDING

QUEENSLAND - VANUATU COMPETENCY TRANSFER

Between: The State of Queensland, Australia acting through the Department of Public Works at 80 George Street, Brisbane in the **STATE OF QUEENSLAND, AUSTRALIA**. ("Queensland")
and

The Republic of Vanuatu acting through the Public Works Department. Ministry of Infrastructure and Public Utilities at PMB 9044, Port Vila in the **REPUBLIC OF VANUATU** ("Vanuatu")

BACKGROUND

- A. Queensland and Vanuatu share common and fundamental interests in the advancement of public sector service deliveries and job creation opportunities for their economic, social and cultural development; and
- B. The Queensland Department of Public Works shall act as a facilitator and/or a conduit for other Queensland Government agencies that may be able to assist and support this MOU.
- C. The parties desire to record their respective intent to explore and develop specific collaborations between their respective governments and agencies.

THE PARTIES AGREE AS FOLLOWS

1. Interpretation

"MOU" means this document called a Memorandum of Understanding.

"parties" means the Department of Public Works in State of Queensland, Australia (Queensland) and the Vanuatu Public Works Department in the Republic of Vanuatu (Vanuatu), their employees or their duly authorised agents.

"person" includes natural persons, corporations and other entities recognised by law.

2. Scope

2.1 This MOU shall not create a legal relationship between the parties.

2.2 This MOU shall outline the collaborative arrangements to be undertaken by the parties in relation to the operation of the projects and other activities as agreed by both parties.

3. Term

3.1 This MOU shall commence on November 18, 2003 and remain in place for a period of three years expiring on November 18, 2006.

4. Objectives and Principles

4.1 The objective of this MOU is to establish collaborative projects of mutual interest and benefit in the areas of skills transfer, skills development, capacity building and institutional strengthening. The tending arrangements for any project activities must be ratified, accepted and agreed by both parties before it is implemented. The derivative project for the implementation of the MOU is designated "Competency Transfer 2003".

5. Forms of Collaboration

5.1 Collaboration between the parties may take several forms including, but not limited to;

- staff attachment and mentoring programs;
- joint development of policies, guidelines, processes and procedures;
- joint development of operational methodologies, systems, processes and procedures;
- joint business development activities in the Pacific Region:
- workshops, consultancies and training programs;
- Other initiatives as may be identified and agreed during the term of this MOU

6. Termination

6.1 This MOU may be terminated by either party giving the other party in writing, three (3) months notice to terminate, or sooner upon mutual consent of the parties.

6.2.1 Termination of this MOU shall not affect the validity or duration of any project activities agreed to and commenced under this MOU, unless otherwise agreed between the parties in writing.

7. Amendment

7.1 Any amendments to this MOU shall be in writing and signed by both the Minister for Public Works and Minister for Housing of Queensland and the Minister for Infrastructure and Public Utilities of the Republic of Vanuatu or their duly authorised agents.

8. Contacts

8.1 The contacts for the purpose of developing the project activities set forth in this MOU shall be as follows:

Vanuatu: Director, Public Works Department. Ministry of Infrastructure and Public Utilities.

Queensland: Director, External Relations, Department of Public Works.

8.2 Queensland aspects of the MOU will be managed by the Director, External Relations in the Department of Public Works or his nominee.

8.3 Vanuatu aspects of the MOU will be managed by the Director, Public Works Department or his nominee.

9. Resolution of Disputes

9.1 Any differences or disputes which may arise between the parties relating to any matter under this MOU shall be settled by consultation and negotiation, or, failing that, through mediation by a mutually agreed upon third party.

10. Other Agreements

10.1 This MOU is without prejudice to co-operation, which may be undertaken pursuant to other agreement between the parties.

11. Reviews

11.1 It is envisaged that parties to this MOU would meet two times per year (1 in Vanuatu and 1 in Queensland) to monitor, address, evaluate and ratify issues pursuant to the spirit of this MOU.

EXECUTION BY THE PARTIES

Date: November 18, 2003

.....
The Hon. Robert Swarten MP

Minister for Public Works and Minister for Housing
State of Queensland AUSTRALIA



.....
The Hon. Willie Posen MP

Minister for Infrastructure and Public Utilities
REPUBLIC OF VANUATU

