

MEMORANDUM OF UNDERSTANDING (MOU)

**Victoria 2026 Pty Ltd and Greater Shepparton City Council
2026 Commonwealth Games Games City Delivery MOU**

Victoria 2026 Pty Ltd ACN 661 980 909 (the **OC**)

AND

Greater Shepparton City Council (**Council**)

Date 2023

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1 Definitions

2026 Commonwealth Games or **Games** means the XXIII Commonwealth Games to be held in 2026 and any associated events organised by Victoria 2026 Pty Ltd or the State.

Confidential Information means any information or data (whether or not in a material form) relating to or arising from this MOU or the delivery of the Games City, except that which is already in the public domain otherwise than as a result of a breach of this MOU.

Fair Jobs Code means the Victorian Government Fair Jobs Code, available at www.buyingfor.vic.gov.au/fair-jobs-code.

Games City means the Games facilities and activities in and around the Shepparton region.

Games City Agreement means an agreement between the OC and Council to facilitate the delivery of the Games City based on the approved Games City RASCI as further described in clause 5.

Games Cities Lead Officers Working Group means the working group to provide co-ordination and integration across Games locations with the terms of reference as outlined in Appendix 2.

Games City RASCI means an outline of roles and responsibilities in relation to the delivery of the Games City across all or most Workstreams, as updated from time to time and further described in clause 5.

Games City Partner Working Group means the working group to provide strategic direction and oversight on planning and delivery of matters at a local level for the Games with the terms of reference as outlined in Appendix 3.

Games City Services means the services or support to be delivered by the Council or the OC under the Games City Agreement.

Governance Groups means the governance groups relevant to this MOU including but not limited to the Games Cities Lead Officers Working Group, Games City Partner Working Group, and any Project Working Groups.

Government Agency means any government or any public, statutory, governmental, semi-governmental or judicial body, entity or authority and includes a Minister of the Crown or the Commonwealth of Australia and any person, body, entity or authority exercising a power pursuant to an Act of Parliament.

Laws means:

- (a) the law in force in the State and the Commonwealth of Australia, including common law, legislation and subordinate legislation; and
- (b) ordinances, regulations and by-laws of a Government Agency or local government.

Local Jobs First Policy means the policy of the Victorian Government made under section 4 of the *Local Jobs First Act 2003 (Vic)*.

MOU means this Memorandum of Understanding and its appendices, as amended from time to time.

OC means the Commonwealth Games 2026 Organising Committee, formally known as Victoria 2026 Pty Ltd.

Parties means the parties to this MOU.

Project Working Group or **PWG** means any Project Working Group that may be established at the discretion of the Games City Partner Working Group or another Games related governance group to oversee the day-to-day running of a project associated with the Games City.

State means the State of Victoria.

State and National Sporting Organisations means the International Federation or other recognised body which governs a sport included in the Games, and any State, national or other body affiliated with an International Federation.

Workstreams means the indicative list of workstreams to be covered in the Games City RASCI set out in Appendix 4.

2 Background

The State of Victoria has secured the right to host the 2026 Commonwealth Games to be held in locations throughout regional Victoria in March 2026.

In April 2022, the Host Contract between the State, Commonwealth Games Australia Limited and the Commonwealth Games Federation (CGF) was executed to deliver the 2026 Commonwealth Games (2026 Host Contract). The OC has been established by the State for the organisation, planning and delivery of the 2026 Commonwealth Games, and has acceded to the 2026 Host Contract.

The purpose of this MOU is to:

- (a) Outline the Parties' agreement to partner and work collaboratively to plan and deliver the Games City in Shepparton.
- (b) Outline the governance model, guiding principles and anticipated scope and workstreams for the development and delivery of the Games City in Shepparton.
- (c) Set out the process for finalising a Games City RASCI, Games City Agreement and updates to the Games City RASCI with Greater Shepparton City Council regarding the roles and responsibilities of each Party in relation to delivery of the Games City in Shepparton.

This MOU does not create legal obligations or constitute a legally binding contractual agreement between the parties.

3 Term

This MOU will commence at the date of signing by both Parties and end either:

- (a) at the agreement of both Parties; or
- (b) in accordance with clause 11 of this MOU.

4 General obligations

The OC and Council agree to:

- (a) Operate in accordance with this MOU and in a way that creates and maintains a co-operative culture to support best-for-project outcomes.
- (b) Undertake their respective roles and responsibilities in a diligent, transparent, collaborative and timely manner and support the other Party in its role.
- (c) Support the respective Governance Groups to make informed decisions with the intent of achieving best-for-project outcomes.
- (d) Co-ordinate input from, and communication with, their respective internal and external stakeholders.
- (e) Acknowledge the Workstreams (listed at Appendix 4) may be amended and/or added to.
- (f) Acknowledge that the scope of the Games City is subject to future Victorian Government decision making.

5 Games City RASCI analysis and Games City Agreement

The OC and Council agree that:

- (a) They will work collaboratively to develop and agree on a first iteration of a Games City RASCI which sets out broad roles and responsibilities of each Party in relation to the Workstreams for the Games City.
- (b) After finalisation and agreement by the Parties on a Games City RASCI under paragraph (a), they will enter into a binding Games City Agreement based on the Games City RASCI. The OC will prepare the agreement. An indicative form of a Games City Agreement is set out in Annexure 5. This is indicative only and the OC may require additional balanced risk clauses as deemed necessary by the OC.
- (c) Under the Games City Agreement, the Parties will work together towards successful planning and elaboration and refinement of their roles and responsibilities in relation to the delivery of the Games City. This will involve:
 - (A) developing and finalising agreed updates to the Games City RASCI as planning progresses, including updates for each Workstream which will set out details of the roles and responsibilities of each Party in relation to the relevant Workstream; and

- (B) once finalised and agreed an update will constitute an amendment to the Games City RASCI and will be binding on the Parties under the terms of the Games City Agreement.
- (d) They will take account of and aspire to advance the Victoria 2026 Games Vision principles set out in Appendix 1 in developing and updating the Games City RASCI.
- (e) The OC will recognise and be guided by the following interests of Council in developing the Games City Agreement and developing and updating the Games City RASCI:
 - (A) For functions that require the Council to:
 - (aa) provide resources or deliver services; or
 - (ab) make decisions and provide approval consistent with its core accountabilities, legislative obligations, and delegated authority;Council seeks rights of approval;
 - (B) For functions delivered by other agencies that are likely to significantly disrupt the community of Shepparton or impact how the City of Greater Shepparton will operate, Council seeks to have a shared level of responsibility;
 - (C) For decisions on functions delivered by other agencies that will have minimal impact to how City of Greater Shepparton will operate, Council seeks to be consulted; and
 - (D) For decisions on functions made by other agencies that will have no real impact to the community or how City of Greater Shepparton will operate during the Games but will create community interest, Council seeks to be informed.

6 OC Obligations

The OC agrees to:

- (a) In accordance with clause 9(a), establish the Games Cities Lead Officers Working Group and the Games City Partner Working Group.
- (b) Be the relationship lead with the State, the Department of Jobs, Skills, Industry and Regions and any other Government Agency for delivery purposes.
- (c) Endorse the establishment of and participate in additional Governance Groups (such as PWGs) to plan, oversee and deliver specific Games City activities.
- (d) Review this MOU and from time-to-time and suggest amendments (where applicable) to ensure governance arrangements are fit-for-purpose and enable the OC to fulfil its responsibilities to deliver the Games.

7 Council's Obligations

Council agrees to:

- (a) Participate formally on the Games City Partner Working Group and Games Cities Lead Officers Working Group to be established by the OC.
- (b) Provide subject matter experts for PWGs for Workstreams as required.
- (c) Complete the delivery of Games City Services to the scope, timelines, quality and special conditions outlined in the future Games City Agreement and Games City RASCI.
- (d) Report on project delivery to the Games City Partner Working Group as outlined through the future Games City Agreement and Games City RASCI.
- (e) Comply with any obligations of the Local Jobs First Policy, Fair Jobs Code, and any other requirements as part of any future Games City Agreement or Games City RASCI.
- (f) As between the parties, Council agrees to meet the costs of its activities under this MOU unless funding from OC is outlined in the Games City RASCI.

8 Costs

- (a) Subject to paragraph (b), the Parties will bear their own costs of providing Games City Services.
- (b) The Parties will provide financial and in kind contributions as agreed and identified in the Games City RASCI.
- (c) Payment and invoicing terms will be included in the Games City Agreement and/or Games City RASCI where applicable.

9 Governance

- (a) The OC will establish the following working groups to assist in developing and updating the Games City RASCI:
 - (A) a Games Cities Lead Officers Working Group; and
 - (B) a Games City Partner Working Group.
- (b) Final decisions and approvals will be subject to the decision making delegations and protocols of each Party.

10 Reporting

- (a) The Parties will monitor and provide regular project reporting updates as required including through their participation in the Games City Partner Working Group.

- (b) The Parties will provide reports as required under the Games City RASCI and the Games City Agreement.
- (c) Where requested by the OC, Council will provide updates to the OC in relation to matters contained in this MOU to assist with delivery and oversight of the Games.

11 Termination

- (a) The OC may, in its absolute discretion, by written notice immediately terminate this MOU.
- (b) Termination of this MOU will not affect the rights and obligations of the Parties in respect of prior events. The rights of termination under this clause are in addition to and not in substitution for any other rights and remedies available to the Parties whether under this MOU, at law, in equity or otherwise.

12 Intellectual Property

Nothing in this MOU is intended to affect any intellectual property rights in any material. Ownership of any intellectual property shared by the parties pursuant to this MOU will remain with its owner. All such material should be treated as confidential and not for public circulation unless specifically agreed otherwise in writing by the Parties. This provision survives the termination or expiry of this MOU.

13 Confidentiality

- (a) The Parties may use the Confidential Information only for the purposes of this MOU.
- (b) The Parties must keep Confidential Information confidential except:
 - I. for disclosures permitted under clause 13(d);
 - II. for disclosures required to obtain the benefit of this MOU; and
 - III. to the extent that the Parties are required by law to disclose any Confidential Information.
- (c) The Parties may disclose Confidential Information to those of its officers and agents (including any advisers, consultants, subcontractors or employees) who have a need to know the Confidential Information for the purposes of this MOU, subject to those officers and agents acknowledging and agreeing to observe the confidentiality obligations arising under this MOU and only to the extent that each officer and/or agent has a need to know.
- (d) The Parties' obligations under this section will survive termination of this MOU and will continue in relation to Confidential Information until the Confidential Information disclosed to it lawfully becomes part of the public domain.

14 Conflict of Interest

- (a) Each Party represents to the other Party that it does not, and will ensure its officers, employees, agents and contractors involved in the delivery of the Games City do not, hold any office or possess any property, are not engaged in any business, trade or calling and do not have any obligations by virtue of any contract whereby, directly or indirectly, duties or interests are or might be created in conflict with or might appear to be created in conflict with its duties and interest under this MOU.
- (b) Each Party must promptly inform the other Party of any matter which may give rise to an actual, potential or perceived conflict of interest at any time during the term of this MOU.

15 General

- (a) (Variation) Any variation to this MOU must be in writing and signed by the Parties.
- (b) (Counterparts) This MOU may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.
- (c) (Notices) Unless otherwise specified in this MOU, a notice, or other communication relating to this MOU must be in writing and sent to the relevant representative, by either post or by email.
- (d) (Time to Act) If the time for a Party to do something is not specified in this MOU, the Party will do what is required within a reasonable time.
- (e) (Governing Law) The MOU is governed by and is to be construed in accordance with the laws of Victoria.
- (f) (Electronic execution) The Parties consent to this MOU being electronically signed by or on behalf of a Party, including through the use of a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means.

NAME

TITLE

VICTORIA 2026 PTY LTD
ACN 661 980 909

Date:

NAME

TITLE

CITY OF GREATER SHEPPARTON

Date:

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Appendix 1 – Victoria 2026 Games Vision Principles

[See separate document.]

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Appendix 2 – Games Cities Lead Officers Working Group – Terms of Reference

[See separate document.]

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Appendix 3 – Games City Partner Working Group – Terms of Reference

[See separate document.]

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Appendix 4 – Workstreams

[See separate document.]

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Appendix 5 - Example Games City Agreement

[See separate document.]

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