MEMORANDUM OF UNDERSTANDING BETWEEN U3A DUNEDIN, NEW ZEALAND AND THE UNIVERSITY OF OTAGO, DUNEDIN, NEW ZEALAND

U3A Dunedin ("U3A") and the University of Otago, Dunedin, New Zealand ("the University"), desiring to establish collaborative relations between the two institutions to promote friendship and to cooperate in a mutually beneficial association, have agreed that:

- 1. The two institutions shall continue to explore and encourage co-operation in areas of interest common to both institutions.
- 2. The two institutions shall seek to promote forms of co-operation which the two institutions may jointly arrange.
 - While details of any such activities and any obligations or responsibilities of either institution with respect to any such activities, will be subject to a separate written agreement signed by both parties, this agreement identifies a number of possible starting points for co-operation.
- 3. The University and U3A have a long tradition of collaboration, particularly through University staff providing their expertise through contributing to the activities of the membership of U3A and through the U3A facilitating, where appropriate, access for University researchers to their membership. Any research resulting from this access will require the normal approvals expected within the University.
- 4. Through this agreement the two organisations agree to continue to collaborate in reflection of their shared commitment to the intellectual value of learning, the importance of continuing education, and the significance of research communication.
- 5. The University will support U3A to fulfil the objective detailed in Clause 3 in the U3A Dunedin Charitable Deed of Trust (2000) 'to foster and develop education for people from the Third Age population of the Dunedin region'.
- 6. The two institutions shall decide through consultation the specific areas and details of cooperation to explore under the framework of this Memorandum of Understanding and shall consult from time to time at the request of either institution for the purpose of reviewing the operation of this Memorandum of Understanding.
- 7. Particular areas for collaboration over the life of this MOU include:
 - University staff sharing their expertise through their contributions to U3A lecture courses. This is typically treated as a voluntary gift but does count as a community service activity for the staff member. In recognition of outstanding contributions made by academic staff, U3A might make occasional donations to academic units within the University.
 - The University and U3A will jointly establish the annual 'University of Otago Dunedin
 U3A Lecture'. This will be a lecture delivered by a senior University leader and/ or
 researcher, reflecting on key developments in research, teaching, and/or the
 operation of the University. This lecture will be arranged and hosted by the University
 (with appropriate consultation with the U3A Board) exclusively for the membership
 of U3A.

- 8. The financial and other detailed arrangements involved in the implementation of this Memorandum of Understanding shall be settled through consultation between the two institutions in respect of each programme of co-operation. No financial commitments are being made by either institution under this Memorandum of Understanding.
- 9. Communication between the University and U3A shall be between the Deputy Vice-Chancellor, External Engagement (or their nominee) and the Chairperson of the U3A Board (or their nominee).

To facilitate this communication, the University will seek to nominate an appropriate academic staff member to full membership of the U3A Board. This staff member will prepare an annual report to be submitted to the Office of the Deputy Vice-Chancellor, External Engagement. This service will count as a community service activity for the academic staff member.

- 10. This Memorandum of Understanding shall become operative on the last date indicated hereunder and shall remain in force for a period of five (5) years with an option to renew for another five (5) years. The institutions shall confer concerning the renewal of this Memorandum of Understanding six (6) months prior to the date of expiration.
- 11. This Memorandum of Understanding may be amended and supplemented by agreement between the two institutions. However, additional and legally binding activities between the two institutions will be subject to a separate written agreement, signed by both parties.
- 12. The parties acknowledge that, although this Memorandum of Understanding is not legally enforceable, they intend to comply with the terms, conditions, responsibilities and undertakings stipulated in this Memorandum of Understanding.
- 13. Either institution may terminate this Memorandum of Understanding by giving six (6) months notice in writing to the other institution. Any projects, training, or exchanges that may have commenced at either institution before the date of termination may be completed by special agreement between the two institutions. For conditions not covered by this Memorandum of Understanding, or for problems that arise during the course of this Memorandum of Understanding, both parties undertake to refrain from unilateral action and to consult and negotiate mutually acceptable decisions.

Signed for, and on behalf of, The University of Otago

Signed for, and on behalf of,

U3A Dunedin

Professor Tony Ballantyne **Deputy Vice-Chancellor**

(External Engagement)

Ms Linda Kinniburgh

Chairperson

On this date 1 - 2 - 2023

1st February