



MEMORANDUM OF UNDERSTANDING

BETWEEN

GREATER SHEPPARTON CITY COUNCIL

AND

SHEPPARTON CHAMBER OF COMMERCE & INDUSTRY

1 July 2021 to 30 June 2024

**PROPOSAL
FROM SHEPPARTON CHAMBER OF COMMERCE & INDUSTRY
TO
GREATER SHEPPARTON CITY COUNCIL**

Greater Shepparton City Council (GSCC) and the Shepparton Chamber of Commerce & Industry (SCCI) board share a strong and positive relationship and this Memorandum of Understanding (MOU) has been developed to support both organisations in relation to the common endeavour of a prosperous and thriving Greater Shepparton.

Both SCCI and GSCC have very clear roles in supporting economic development and there is an opportunity for both parties to work in greater alignment to achieve positive outcomes.

One of the challenges for SCCI is to sustain itself outside of the business awards and maintain a position to offer value to its members on an ongoing basis through professional development, promotion of Greater Shepparton as a solid business community, and focusing on advocating for industry and infrastructure and services for the region.

It is the view of both organisations that a formal partnership is of significant benefit to both organisations.

A MOU between SCCI & GSCC will enable SCCI to expand its influence in the region and to become more sustainable into the future.

MOU Outline:

This Memorandum of Understanding (MOU) is made between GSCC and the SCCI and the objective of this document is to record a formal understanding between the GSCC and SCCI by which both parties will cooperate in providing a service to support existing businesses and attract new businesses in Greater Shepparton for the period 1 July 2021 to 30 June 2024. This MOU also has the objective of supporting the SCCI in undertaking activities in addition to their usual activities.

GSCC agrees to make a funding contribution towards specific activities of the SCCI to assist in carrying out its charter and objectives as identified in the SCCI's document of Incorporation and Business Plan. This agreement documents the outcomes desired by the SCCI for the City and /or the business community, including Key Performance Indicators and details of the extent of funding provided by GSCC.

GSCC and SCCI both play key roles in building a prosperous community. Working together we can ensure the region's inherent strengths are leveraged and challenges are addressed to capitalise on the key opportunities within the municipality.

Under the SCCI Strategic Plan 2016 – 2019, in representing the needs of business to GSCC and government the SCCI identifies as its core functions the following pillars:

- Resources
- Connection
- Representation
- Lobbying & advocacy
- Professional development
- Collaboration
- Youth Programs.

SCCI will deliver these pillars of service in the 2021/2022 – 2023/2024 financial years through networking, servicing its existing membership base, representing local business, projects to build capacity of local business and providing resources for Greater Shepparton businesses including skills enhancement.

GSCC will:

- Provide contributory funding as set out in this agreement of \$20,000 + GST annually being quarterly payment instalments (4 * \$5,000 +GST) within 4 weeks of receipt of an invoice. This is on the proviso that SCCI has clearly outlined what is intended for the funds and also on the proviso that no funds are owed to GSCC.
- Work in partnership with the SCCI for the advancement of the local business community to achieve the objectives of this MOU.
- Seek to assist in the identification of funding opportunities with respect to projects undertaken jointly and advise Chamber of collaborative project opportunities.

SCCI will:

- Provide a midyear report and an end of year report to be provided to GSCC on the 1st December and 1st June respectively for each year of the MOU

The reports will:

- Outline the activities undertaken throughout the year
- Highlight outcomes and statistics pertaining to the activities funded by GSCC
- Provide a financial acquittal for activities undertaken by SCCI and funded by GSCC (which includes receipts)
- Proposed activities for the remainder of or the coming financial year detailed within an action plan which highlights proposed spend, nature of activity and targets to measure success.

GSCC will allocate funding (as per the standard process) per annum of the MOU, based on accepted and agreed upon activities, intended spend and identified targets to measure success.

- Deliver two presentations to GSCC outlining progress on functions/events/activities/projects that are relevant to the MOU funds. Presentations will be delivered in June or July and February each year of the MOU.
- Ensure activities that are conducted with GSCC funds are in alignment with GSCC Policy and adopted Strategic documents.
- Provide networking opportunities, Women in Business Chamber events, and other workshops and activities that provide value and benefits to SCCI members.
- Work closely with the Economic Development Department to attract new business to the CBD.
- Support and promote parking related initiatives in the CBD in conjunction with GSCC.
- Work with the Place Manager on a regular basis to better promote the CBD.
- Encourage the retail community to adopt consistent, extended trading hours to maximise economic stimulus within the CBD area, particularly to ensure optimum leverage from key events and report back to Council on progress.
- Utilise technology such as websites, email marketing and social media to communicate to members on a regular basis.
- Participate in monthly radio interviews and develop monthly newspaper columns.
- Regularly communicate the activities of the SCCI to members and stakeholders.
- Survey members annually regarding satisfaction and value and provide results to GSCC.
- Continue to grow the membership and report annually on growth statistics.
- Promote and acknowledge its funders, partners and stakeholders including GSCC at each business event or relevant SCCI activation.

Activities Supported under the MOU

The funds issued to the SCCI may be used to cover the cost of:

- Educational Events/Programs that benefit stakeholders – Industry and commerce
- Strategic work that strengthens SCCI's future and sustainability
- Networking Events for industry and commerce
- Events/Activities that activate the CBD*

- Campaigns in alignment with GSCC
- Other agreed upon activities that aren't exclusions listed within 'Activities not Supported under the MOU'

Activities Not Supported under the MOU

The funds issued to the SCCI cannot be used to cover the cost of:

- Resources
- Catering and Room Hire for SCCI meetings
- Alcoholic beverages
- Activities that may have a detrimental impact on reputation on both SCCI and GSCC
- Events that make a profit. Should any event make a profit, the profit will be deducted from the overall funding provided. This is to ensure as many events and activities as possible are undertaken at a reasonable cost to business and industry.
- Sponsorships
- Donations
- Memberships
- Subscriptions
- Events delivered and financed by GSCC*

*The MOU funds cannot be used for activities that are being delivered and financed by GSCC as this negates the requirement for an allocation of funds to the SCCI under the MOU. The SCCI can however utilise funds to provide add-ons to a GSCC funded and managed event however the add-on must be managed and delivered by the SCCI.

Ultimately, the funds provide to the SCCI under this MOU are issued to enable the SCCI to undertake activities beyond the current SCCI and GSCC offering.

GSCC recognises that opportunities will arise where it is unclear for SCCI whether a proposed activity is funded under the MOU. GSCC and SCCI will maintain dialogue to determine a way forward when there is uncertainty regarding proposed activities and suitability under the MOU.

Chamber of Commerce and Industry Key Performance Indicators 2021/2022

Details	Date	Budget	Objective
Customer Service: Post 2020	Monday, 12 July 2021	\$4000	Provide awareness to members of Customer service – provided by external speaker
Shop/Reception design	Monday, 16 August 2021	\$4000	How to design your shop for impact and to attract customers, shop layout design and other factors to bring awareness to how buyers shop
Social media - How To	Monday, 18 October 2021	\$4000	Social media how to, to assist small business people on what social media means for their particular business - depending on demographic, and social media types for your business
Power breakfast meeting	Monday, 22 November 2021	\$2000	Networking – Topic to be assigned
Power breakfast meeting	Monday, 17 January 2022	\$2000	Networking – Topic to be assigned
Leadership Luncheon	Thursday, 17 March 2022	\$5000	Pick powerful business leaders from the business community, with a great story of innovation, leadership and community spirit to sell the Shepparton business lifestyle, and inspire business leaders.

Variation

Any other variations to the agreement need to be discussed and agreed upon between all parties and provided in writing

Term of Agreement

This agreement will be effective from 1 July 2021 until 30 June 2024.

Settlement of disputes

In the event of any dissatisfaction with any aspect of this agreement, concerns will be communicated immediately between the nominated contact persons for both organisations in writing and attempts will be made to resolve the concern.

Should the concern not be resolved then the dispute will be escalated according to each organisation's governance structure.

GSCC reserves the right to withhold funding for activities that are not in line with GSCC's position as adopted from time to time.

Public Liability Insurance*Obligation to Insure:*

The SSCI shall, at all times during the MOU Term, be the holder of a current Public Liability Policy of Insurance ("The Public Liability Policy") to cover legal liability to third parties for personal injury or property damage as a result of an occurrence in connection with the business of the insured, as specified in the public liability policy/Annexure in the name of SSCI providing coverage for an amount of at least that stated in the Annexure.

The Public Liability Policy shall extend to cover Greater Shepparton City GSCC (the Principal) in respect to claims for personal injury or property damage arising out of the negligence of SSCI.

Principals Indemnity:

SCCI agrees to indemnify and to keep indemnified Great Shepparton City GSCC, its servants and agents (the Principal), and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, in connection with SSCI's performance or purported performance of its obligations under this MOU and be directly related to the negligent acts, errors or omission of SSCI

SCCI's liability to indemnify Greater Shepparton City GSCC shall be reduced proportionally to the extent that any act or omission of Greater Shepparton City GSCC contributed to the loss or liability.

Privacy

In performing his agreement, each party must comply with all applicable privacy laws including the *Privacy Act 1988 (Cth)* and the *Spam Act 2003 (Cth)*, as amended from time to time.

To promote Council’s support

SCCI will recognise the Council’s funding support, including providing logo recognition for GSCC on their website and all promotional and official documentation relating to the event/s. All artwork for promotional items is to be signed off by Council’s Communications & Engagement Department prior to print.

SCCI will invite the Mayor and/or other Councillors to any appropriate functions or requirements at the event i.e. openings, presentations.

Confidentiality

Each party agrees not to disclose information in regards to the contents of this agreement and any minutes/discussions from meetings held in regards to the Event, to any third party unless with the approval of the other party.

Intellectual Property

Each party maintains rights to their intellectual property including but not limited to trademarks, logos, plans, drawing, confidential information, systems etc. Permission from the owner of the intellectual property must be granted to the other party to use their intellectual property prior to use.

Signed

On behalf of the organisation represented, I/We the undersigned, agree to each of the conditions as described.

Signed for the Greater Shepparton City by Peter Harriott, Chief Executive Officer

Signed _____ Date:

Signed for the Shepparton Chamber of Commerce and Industry by John Anderson, President

Signed _____ Date: