

**POLICY:** FRIENDSHIP AGREEMENT – GWANGJU COUNCIL,  
KOREA

**DATE ADOPTED:** Director Corporate Services & Finance’s Report #9.2.5  
Council 17 May 2023  
Resolution No. ORD2023-120

Director Corporate Services & Finance’s Report #8.3.7  
Council 21 April 2021  
Resolution No. ORD2021-111  
Council 19 May 2021  
Resolution No. ORD2021-133

Director Corporate Services & Finance’s Report #1  
Policy 5 December 2012  
Council 6 February 2013  
Minute Book No. 11477

**ORIGINAL ADOPTION:** Director Corporate Services Report #1  
Policy 1 December 2004,  
Council 8 December 2004  
Minute Book No. 9416

**FILE REFERENCE:** 23.00011

**OBJECTIVE:** To explore opportunities for the collaboration between the  
two parties.

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That the Bathurst Regional Council and the Gwangju Council being under a city administrated in Gyunggi-do, South Republic of Korea enter a Memorandum of Understanding to explore opportunities for the collaborative development of research, the organisation of joint academic and scientific, technical activities, cultural and artistic activities, the exchange of research and teaching personnel and students, the exchange of publications and other materials of common interest, the exchange of business and commercial interest and such other collaborative activities that may be agreed between the parties.

Following is a copy of the Memorandum of Understanding.

## **MEMORANDUM OF UNDERSTANDING FOR FRIENDSHIP CITY COOPERATION**

### **BETWEEN**

Bathurst Regional Council being under Administration as a result of State Government changes to the boundaries of the central west of New South Wales, Australia (hereafter 'BRC')

### **AND**

Gwangju Council being under a city administrated in Gyunggi-do, South Republic of Korea. (hereafter 'GJC')

### **BACKGROUND**

- A. BRC and GJC recognise the mutual benefits that can be gained through a cooperative program promoting exchange activities and international understanding.
- B. The parties accordingly wish to enter a Memorandum of Understanding to explore opportunities for the collaborative development of research, the organisation of joint academic and scientific, technical activities, cultural and artistic activities, the exchange of research and teaching personnel and students, the exchange of publications and other materials of common interest, the exchange of business and commercial interest and such other collaborative activities that may be agreed between the parties.
- C. It is the intention of the parties that this memorandum provides a framework for the creation of future agreements or contracts between the parties in the areas of collaboration identified by the parties as being of mutual benefit.
- D. The parties expressly acknowledge the necessity to, and will, comply with the laws in place in their respective jurisdictions and agree that this Memorandum, and any rights or obligations arising under any separate agreement, will be subject to the laws in place in their respective jurisdictions from time to time.
- E. The parties agree that any agreement to collaborate in relation to specific activities will be documented separately and that this Memorandum should not give rise to any legal obligations on either party.



## **UNDERSTANDING**

### **1. OBJECTIVES**

- 1.1 The parties aim to facilitate cooperation and collaboration in the following areas:
- a) the promotion of artistic and cultural activities;
  - b) the promotion of business and commercial technology;
  - c) the exchange of publications and other materials of common interest;
  - d) programs to improve awareness of international development in higher education
  - e) such other areas of collaboration as may be agreed between the parties.
- 1.2 Cooperative activities under this Memorandum may include any of the administrative department of BRC and GJC.

### **2. FACILITATION OF COLLABORATION**

- 2.1 In order to carry out and fulfil the aims of this Memorandum, BRC and the GJC will each appoint a Coordinator, as set out in Item 3 of Schedule 1 to this Memorandum, who will negotiate and manage the development of any collaborative activities.
- 2.2 Either party may initiate proposals for activities under this Memorandum at any time.
- 2.3 Specific details of any activity will be documented in a separate contract or agreement and will be executed in accordance with the policies and procedures in place at each council from time to time.
- 2.4 The Coordinators will be responsible for the evaluation of any future collaboration.

### **4. TERM AND TERMINATION**

- 4.1 This Memorandum commences on the date specified in Item 1 of Schedule 1 to this Agreement and will remain in force for a period of three (3) years from that date.
- 4.2 Either party may terminate this Memorandum at any time and for any reason with immediate effect by giving written notice to the other party.
- 4.3 The termination of the Memorandum will not affect any rights or obligations under any Agreement entered between the parties pursuant to this Memorandum or otherwise.

## **5. NOTICES**

- 5.1 A Notice under this Memorandum will be in writing and sent by e-mail, mail or facsimile to the respective address in Item 2 of Schedule 1, or such revised address notified in accordance with clause 5.2.
- 5.2 A party which changes its address or facsimile number for the purpose of Notices under this Memorandum will endeavour to give notice of that change to the other party by both facsimile and electronic mail within (7) days of the change.

## **6. VARIATION**

- 6.1 This Memorandum may only be altered in writing to the address provided in Item 2 of Schedule 1 and which is signed by the officer of both parties authorised by their respective councils to sign this agreement.

## **7. GOVERNING LAW**

- 7.1 This Memorandum is governed by and construed in accordance with the law in force in the state of New South Wales, Australia and South Republic of Korea and will be subject to the jurisdiction of the courts of that state.

## **8. STATUS OF PARTIES**

- 8.1 Nothing in this Memorandum will be interpreted to create or imply a relationship between the parties of partner, agent or employee nor will any party hold itself out as being, a partner, employee or agent of the other party.
- 8.2 Neither party will be liable for acts or omissions of the other, and the parties agree to hold each other indemnified for the acts or omissions of the other.

## **9. AUTHORITY**

- 9.1 The signatories hereby personally warrant that they have express and sufficient authority to sign this Memorandum on behalf of the party on whose behalf they have signed.



EXECUTED AS A MEMORANDUM OF UNDERSTANDING ON

2ND OF NOVEMBER 2004.

SIGNED for  
Bathurst Regional Council



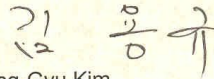
Cr Kath Knowles  
Administrator



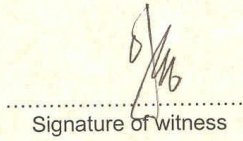
.....  
Signature of witness

DAVID SHERLEY  
Name/Position of witness (print)  
GENERAL MANAGER

Gwangju Council



Mr Yong-Gyu Kim  
Mayor



.....  
Signature of witness

이 유 경  
Name/Position of witness (print)  
광주시 기획국장

**SCHEDULE 1.**

Item 1. This Memorandum of Understanding commences the  
..... day of ....., 2004

Item 2. The respective addresses and correspondences are as follows;

Bathurst Regional Council  
Cnr of Russell and William Streets  
Bathurst NSW 2795  
Australia

Ph. + 61 2 6333 6205.  
Fax +61 2 6331 7211 .....  
E-mail: [council@bathurst.nsw.gov.au](mailto:council@bathurst.nsw.gov.au)

Gwangju Council  
120-8 Songjeong-dong  
Gwangju City, Gyunggi-do  
South Korea

Ph. +82 31 .....  
Fax +82 31 .....  
E-mail:

Item 3 Appointed coordinator of each council

Bathurst Regional Council

Ms Victoria Jackson

Ph. +61 2 6333 6182

Fax. +61 2 6331 7211

E-mail: [victoria.jackson@bathurst.nsw.gov.au](mailto:victoria.jackson@bathurst.nsw.gov.au)

Gwangju Council

Mr/Ms/Dr.....

Ph.....

Fax.....

E-mail.....