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## MEMORANDUM OF UNDERSTANDING

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THIS MEMORANDUM OF UNDERSTANDING is made the            day of            2006

Between

MINISTER ADMINISTERING THE CALLAN PARK (SPECIAL PROVISIONS) ACT 2002 of

(Minister)

And

THE UNIVERSITY OF SYDNEY of

(University)

And

SYDNEY HARBOUR FORESHORE AUTHORITY of Level 6, 66 Harrington Street, The Rock, New South Wales

(Foreshore Authority)

### BACKGROUND

- A. The Minister administers Callan Park under the Act.
- B. The Minister wishes to offer the University a long-term lease of Callan Park.
- C. The Minister wishes to appoint Foreshore Authority to undertake the preparation of a Masterplan for Callan Park.
- D. The parties have agreed to continue negotiations on the basis of the principles set out in this memorandum of understanding in relation to Callan Park and the preparation of a Masterplan.

### THE PARTIES AGREE AS FOLLOWS:

#### 1. Definitions and Interpretation

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- 1.1 In this memorandum of understanding, unless the context otherwise requires:
  - (a) Act means the *Callan Park (Special Provisions) Act 2002*.
  - (b) Callan Park means the land at Rozelle comprised in Lot 1, Deposited Plan 1043540, including all structures that are fixtures on that land.
  - (c) Masterplan means a masterplan for Callan Park within the meaning of SEPP 56.

- (d) headings and underlinings are for convenience only and do not affect the interpretation of this memorandum of understanding;
- (e) words importing the singular include the plural and vice versa;
- (f) words importing a gender include any gender;
- (g) a reference to any thing includes a part of that thing;
- (h) a reference to a party to a document includes that party's successor and permitted assigns;
- (i) a covenant or agreement on the part of two or more persons binds them jointly and severally.

## **2. Term**

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This memorandum of understanding will continue until terminated by any of the parties in writing.

## **3. The Act and Callan Park**

---

- 3.1 The parties acknowledge the provisions of the Act.
- 3.2 The parties acknowledge that Callan Park is currently owned by the Health Administration Corporation, and that such ownership may be transferred on an interim basis to Foreshore Authority.
- 3.3 The parties acknowledge that the University currently leases from the Health Administration Corporation the buildings at Callan Park known as the "Kirkbride Block" pursuant to a lease which commenced on 1 January 1997 for a term of 99 years.
- 3.4 The parties acknowledge that the other parts of Callan Park which are currently leased comprise:
  - (a) [ME Note: Please list existing tenancies here.]

and that the current leases will continue for their respective terms.

## **4. Proposed Lease to University**

---

- 4.1 The Minister will use reasonable endeavours to procure the grant of a 99 year lease ~~(with an option for a further term of 99 years)~~ to the University of the whole of Callan Park concurrent with the existing leases of Callan Park, at nominal rent and primarily for use for university purposes, in accordance with *The University of Sydney Act 1989*, including for student campus accommodation.
- 4.2 The parties acknowledge the requirements of the Act relating to long-term leases and permitted use of Callan Park ~~and note that the Act provides that buildings must not be erected at Callan Park outside the footprint or building envelopes of the buildings that existed immediately before the commencement of the Act. The parties acknowledge~~

~~that this restriction is likely to prevent the University from achieving its requirement to be able to house approximately 20,000 students per day on the site and erect residential accommodation for approximately 2,000 students. The parties will use reasonable endeavours, whether by seeking amendments to the Act or otherwise, to ensure that there are no legal impediments to the University achieving this requirement.~~

- 4.3 The University acknowledges that the Minister will not be required to procure any works to the land or buildings the subject of the proposed lease, and that the University will be responsible for maintenance of all improvements currently used by the University or erected by it ~~but not for remediation of any existing contamination on Callan Park or for restoration or other works as may be required in respect of the existing improvements.~~
- 4.4 The University acknowledges that the proposed lease will reserve rights to the public for pedestrian access through Callan Park on terms similar to the terms of public access through the University's Camperdown campus.
- 4.5 The University agrees to negotiate with Leichhardt Council for use by Council or the public of the playing fields within Callan Park for organised sports, subject always to the University's reasonable requirements for use of the playing fields.
- 4.6 The parties acknowledge that the proposed lease must:

~~(a) (a) recognise and clearly articulate the University's right to use and develop the site for educational purposes in accordance with the planning documents referred to in clause 5.4(a) including the adaptation of existing buildings and construction of new buildings for in accordance with *The University of Sydney Act 1989* to the extent that it does not conflict with the provisions of the Act;~~

~~(i) — teaching and research facilities~~

~~(ii) — student and staff residences~~

~~(iii) — student & staff social and recreational facilities~~

~~(iv) — administration facilities~~

~~(v) — early childhood, primary and secondary educational facilities~~

~~(vi) — library, laboratories, workshops etc;~~

- (b) recognise and clearly articulate the University's right to sublease or licence discrete sites and buildings for uses associated with the University's educational use;
- (c) agree and clearly articulate any commitments to protect the indigenous values of the site, in particular along the shoreline to Iron Cove;
- (d) agree and clearly articulate any commitments to protect the natural and cultural landscape values of the site; and
- (e) agree and clearly articulate any commitments to protect the cultural heritage values of the site; and

- (f) agree and clearly articulate a commitment to public access to foreshore open space at all times.

## 5. Masterplan

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- 5.1 The Minister will appoint Foreshore Authority to prepare a Masterplan for Callan Park and Foreshore Authority will commence preparation of a Masterplan as soon as practicable after the date of this Deed.
- 5.2 In preparing a Masterplan for Callan Park, Foreshore Authority will have regard to the following:
- (a) existing leases of parts of Callan Park;
  - (b) the dedication of foreshore open space for public access at all times;
  - (c) encouragement of community access to Callan Park generally;
  - (d) preservation of the heritage significance of Callan Park and the buildings, other structures and gardens situated in Callan Park; and
  - (e) ~~the University's requirement to accommodate approximately 20,000 students per day at Callan Park and to construct residential accommodation for up to 2,000 students at Callan Park.~~ use of the site for University purposes.
- 5.3 In undertaking the preparation of a Masterplan for Callan Park, Foreshore Authority will at its cost and in consultation with the University undertake each of the following:
- (a) a building condition audit of all buildings and other structures situated within Callan Park other than those currently leased; and
  - (b) an audit of public infrastructure and public open space within Callan Park.
- 5.4 ~~The parties agree to:~~
- (a) ~~recognise and support the planning principles and guidelines and development opportunities established for the site by the following documents:~~
    - (i) ~~Conservation Management Plan for Rozelle Hospital Final Issue January 2002 prepared by Tanner & Associates and endorsed by the Heritage Council of NSW in March 2002 and~~
    - (ii) ~~Master Plan for the Rozelle Hospital Site May 2002 prepared by Urban Design Advisory Service;~~
  - (b) ~~seek government cooperation, support and assistance in the gaining of planning approvals (including heritage approvals) for the change of use and development of Callan Park for the University;~~
  - (c) ~~seek government cooperation, support and assistance in the remediation of the site; and~~

- ~~(d) seek government cooperation, support and assistance in the maintenance and reconstruction (if required) of the heritage elements of Callan Park.~~

## **6. Legal Costs**

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Each party will pay its own legal costs in relation to this memorandum of understanding.

## **7. Governing law**

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This memorandum of understanding will be governed by and construed in accordance with the laws of the State of New South Wales.

## **8. Non-merger**

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The parties agree that the provisions of this memorandum of understanding will not merge after termination.

## **9. GST**

---

~~9.1~~ 9.1 If any Supply made by one party to the other under this memorandum of understanding (including the supply of any rights, goods, services, benefits or other things) is subject to the GST, the paying party must pay in addition to the consideration payable by the paying party for the relevant Supply, the GST amount (currently 10%).

~~9.2~~ 9.2 The GST amount:

- (a) is equal to the consideration payable by the paying party for the relevant Supply multiplied by the prevailing GST rate (currently 10%); and
- (b) is payable at the same time and in the same manner as the consideration for the Supply to which the additional amount relates.

~~9.3~~ 9.3 The receiving party must give to the paying party a GST Invoice in respect of any payment received by the receiving party from the paying party that relates to any Supply made by the receiving party under this memorandum of understanding which is subject to GST.

~~9.4~~ 9.4 For the purposes of this memorandum of understanding:

- ~~(a)~~ (a) GST Invoice means a tax invoice under the GST Law;
- ~~(b)~~ (b) GST Law has the same meaning as in the A New Tax System (Goods & Services Tax) Act 1999 (Cth);
- (c) Supply has the meaning given to it in the GST Law;
- (d) GST means any goods and services tax, value added tax, consumption tax or a similar tax or additional levy howsoever called if any imposed by any Governmental Agency applicable and payable during the Term.

## 10. Counterparts

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This memorandum of understanding may consist of one or more counterpart copies. All counterparts of this memorandum of understanding when taken together constitute the one document.

## 11. Press Release

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### 11.1 The parties agree:

- (a) not to reveal any of the terms of this memorandum of understanding to any party other than to their legal advisor or as required by law without the written consent of the other;
- (b) not to make any press release in relation to the proposal unless the parties have consented to the contents of such press release;
- (c) not to disclose any aspect of this memorandum of understanding in any form of media without consulting the other.

### 11.2 For the purposes of this memorandum of understanding, the relevant parties for contact are as follows:

#### (a) for the Minister:

[Insert contact]

Telephone: (02)

Facsimile: (02)

Email:

#### (b) for the University:

Professor Ann Brewer

Telephone: (02) 9351 4796

Facsimile: (02)

Email: [ann.brewer@usyd.edu.au](mailto:ann.brewer@usyd.edu.au)

#### (c) for Foreshore Authority:

Diana Talty, Executive Director, Major Projects

Telephone: (02) 9240 8574

Facsimile: (02) 9240 8877

Email: [talty@shfa.nsw.gov.au](mailto:talty@shfa.nsw.gov.au)

11 7

Executed as a Deed.

SIGNED for and on behalf of )  
[MINISTER] by its authorised delegate )  
in the presence of: )

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Authorised Delegate

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

SIGNED for and on behalf of THE )  
UNIVERSITY OF SYDNEY by its )  
authorised delegate in the presence of: )

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Authorised Delegate

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

SIGNED for and on behalf of SYDNEY )  
HARBOUR FORESHORE )  
AUTHORITY by its authorised delegate )  
in the presence of: )

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Authorised Delegate

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

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Dated:

2006

## **MEMORANDUM OF UNDERSTANDING**

Between

**Minister Administering the Callan Park (Special Provisions) Act  
2002**

(Minister)

and

**The University of Sydney**

(University)

and

**Sydney Harbour Foreshore Authority**

(Foreshore Authority)

**Robinson Legal**

Solicitors

Level 4, 350 Kent Street | Sydney NSW 2000

P: (02) 9299 2100 | F: (02) 9299 2201

Ref: JAB:AC:60109

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## MEMORANDUM OF UNDERSTANDING

---

THIS MEMORANDUM OF UNDERSTANDING is made the            day of            2006

Between

**MINISTER ADMINISTERING THE CALLAN PARK (SPECIAL PROVISIONS) ACT 2002** of

(Minister)

And

**THE UNIVERSITY OF SYDNEY** of

(University)

And

**SYDNEY HARBOUR FORESHORE AUTHORITY** of Level 6, 66 Harrington Street, The Rock, New South Wales

(Foreshore Authority)

### BACKGROUND

- A. The Minister administers Callan Park under the Act.
- B. The Minister wishes to offer the University a long-term lease of Callan Park recognising the educational purposes of this memorandum of understanding and its attendant social benefits in accordance with good urban planning.
- C. The Minister wishes to appoint Foreshore Authority to undertake the preparation of a Masterplan for Callan Park.
- D. The parties have agreed to continue negotiations on the basis of the principles set out in this memorandum of understanding in relation to Callan Park and the preparation of a Masterplan.

### THE PARTIES AGREE AS FOLLOWS:

#### 1. Definitions and Interpretation

1.1 In this memorandum of understanding, unless the context otherwise requires:

- (a) **Act** means the *Callan Park (Special Provisions) Act 2002* or any amendment thereof.
- (b) **Callan Park** means the land at Rozelle comprised in Lot 1, Deposited Plan 1043540, including all structures that are fixtures on that land.

- (c) **Masterplan** means a masterplan for Callan Park within the meaning of SEPP 56.
- (d) headings and underlinings are for convenience only and do not affect the interpretation of this memorandum of understanding;
- (e) words importing the singular include the plural and vice versa;
- (f) words importing a gender include any gender;
- (g) a reference to any thing includes a part of that thing;
- (h) a reference to a party to a document includes that party's successor and permitted assigns;
- (i) reference to any Act includes any amendment thereof;
- (j) a covenant or agreement on the part of two or more persons binds them jointly and severally.
- (k) The University of Sydney shall include a controlled entity thereof within the meaning of the University of Sydney Act 1989 (section 16a);
- (l) 'Use' shall include the capacity of the University to use and develop the site but only in the manner contemplated by this MoU and without limiting the foregoing to grant a sub-lease, licence, security or financial interest in relation to the site or the relevant part thereof for the foregoing purposes.

## **2. Term**

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This memorandum of understanding will continue until terminated by a more comprehensive agreement between the parties and in the meantime binds the parties unless either party withdraws in writing on reasonable grounds, including in the case of the University based on that party's reasonable assessment concerning the viability of the relevant proposals from its further investigation thereof.

## **3. The Act and Callan Park**

---

- 3.1 The parties acknowledge the provisions of the Act.
- 3.2 The parties acknowledge that Callan Park is currently owned by the Health Administration Corporation, and that such ownership may be transferred on an interim basis to Foreshore Authority.
- 3.3 The parties acknowledge that the University currently lease from the Health Administration Corporation the buildings at Callan Park known as the "Kirkbride Block" pursuant to a lease which commenced on 1 January 1997 for a term of 99 years.
- 3.4 The parties acknowledge that the other parts of Callan Park which are currently leased comprise:

- (a) [ME Note: Please list existing tenancies here.]

and that the current leases will continue for their respective terms.

#### **4. Proposed Lease to University**

---

- 4.1 The Minister will use reasonable endeavours to procure the grant of a 99 year lease to the University of the whole of Callan Park concurrent with the existing leases of Callan Park, at nominal rent and permitting Use for university or related purposes, in conformity with *The University of Sydney Act 1989*, including without limitation for student campus accommodation, and which lease will continue thereafter provided the Use remains predominantly for university or related purposes.
- 4.2 The parties acknowledge that the Act will need to accommodate the Use of Callan Park and without limiting the foregoing usage for residential accommodation for at least 2000 students and educational facilities for students coming on to the site for learning and teaching. Notwithstanding anything in this agreement, the parties will use reasonable endeavours, whether by seeking amendments to the Act or otherwise, to ensure that there are no legal impediments to the University giving effect to the foregoing and this memorandum of understanding.
- 4.3 The University acknowledges that the Minister will not be required to procure any works to the land or buildings the subject of the proposed lease, and that the University will be responsible for maintenance of all improvements currently used by the University or erected by it provided that the University will be released and indemnified from all legal responsibility for any damage suffered prior to it becoming the lessor of this site.
- 4.4 The University acknowledges that the proposed lease will reserve rights to the public for pedestrian access through Callan Park on terms similar to the terms of public access through the University's Camperdown campus.
- 4.5 The University agrees to negotiate with Leichhardt Council for use by Council or the public of the playing fields within Callan Park for organised sports, subject always to the University's reasonable requirements for use of the playing fields.
- 4.6 The parties acknowledge that the proposed lease must
- (a) recognise and clearly articulate the University's right to carry out the Use including develop the site in accordance with *The University of Sydney Act 1989* as contemplated by this Memorandum of Understanding recognising the attendant social benefits both within the State and locally;
  - (b) recognise and clearly articulate the Use of discrete sites and buildings as contemplated by this Memorandum of Understanding;
  - (c) agree and clearly articulate any commitments to protect the indigenous values of the site, in particular along the shoreline to Iron Cove;
  - (d) agree and clearly articulate any commitments to protect the natural and cultural landscape values of the site;

- (e) agree and clearly articulate any commitments to protect the cultural heritage values of the site; and
- (f) agree and clearly articulate a commitment to public access to foreshore open space at all times.

## **5. Masterplan**

---

5.1 The Minister will appoint Foreshore Authority to prepare a Masterplan for Callan Park giving effect to the principles of this memorandum of understanding and Foreshore Authority will commence preparation of a Masterplan as soon as practicable after the date of this Deed.

5.2 In preparing a Masterplan for Callan Park, Foreshore Authority will have regard to the following:

- (b) existing leases of parts of Callan Park;
- (c) the dedication of foreshore open space for public access at all times;
- (d) encouragement of community access to Callan Park generally;
- (e) preservation of the heritage significance of Callan Park and the buildings, other structures and gardens situated in Callan Park; and
- (f) Use of the site as contemplated by this Memorandum of Understanding.

5.3 In undertaking the preparation of a Masterplan for Callan Park, Foreshore Authority will at its cost and in consultation with the University undertake each of the following:

- (g) a building condition audit of all buildings and other structures situated within Callan Park other than those currently leased;
- (h) an audit of public infrastructure and public open space within Callan Park, including a reliable assessment of any site contamination

## **6. Legal Costs**

---

Each party will pay its own legal costs in relation to this memorandum of understanding.

## **7. Governing law**

---

This memorandum of understanding will be governed by and construed in accordance with the laws of the State of New South Wales.

## **8. Non-merger**

---

The parties agree that the provisions of this memorandum of understanding will not merge after termination.

## **9. GST**

---

- 9.1 If any Supply made by one party to the other under this memorandum of understanding (including the supply of any rights, goods, services, benefits or other things) is subject to the GST, the paying party must pay in addition to the consideration payable by the paying party for the relevant Supply, the GST amount (currently 10%).
- 9.2 The GST amount:
- (i) is equal to the consideration payable by the paying party for the relevant Supply multiplied by the prevailing GST rate (currently 10%); and
  - (j) is payable at the same time and in the same manner as the consideration for the Supply to which the additional amount relates.
- 9.3 The receiving party must give to the paying party a GST Invoice in respect of any payment received by the receiving party from the paying party that relates to any Supply made by the receiving party under this memorandum of understanding which is subject to GST.
- 9.4 For the purposes of this memorandum of understanding:
- (a) **GST Invoice** means a tax invoice under the GST Law;
  - (b) **GST Law** has the same meaning as in the A New Tax System (Goods & Services Tax) Act 1999 (Cth);
  - (k) **Supply** has the meaning given to it in the GST Law;
  - (l) **GST** means any goods and services tax, value added tax, consumption tax or a similar tax or additional levy howsoever called if any imposed by any Governmental Agency applicable and payable during the Term.

## **10. Counterparts**

---

This memorandum of understanding may consist of one or more counterpart copies. All counterparts of this memorandum of understanding when taken together constitute the one document.

## **11. Press Release**

---

11.1 The parties agree:

- (m) not to reveal any of the terms of this memorandum of understanding to any party other than their legal or other advisors or as required by law without the written consent of the other but so that this shall not prevent revealing the terms of the Memorandum of Understanding to the University's Senate or its senior executive officers on the basis that it is confidential;
- (n) not to make any press release in relation to the proposal unless the parties have consented to the contents of such press release;
- (o) not to disclose any aspect of this memorandum of understanding in any form of media without consulting the other.

11.2 For the purposes of this memorandum of understanding, the relevant parties for contact are as follows:

(p) for the Minister:

[Insert contact]

Telephone: (02)

Facsimile: (02)

Email:

(q) for the University:

Professor Ann Brewer

Telephone: (02) 9351 4796

Facsimile: (02)

Email: [ann.brewer@usyd.edu.au](mailto:ann.brewer@usyd.edu.au)

(r) for Foreshore Authority:

Diana Talty, Executive Director, Major Projects

Telephone: (02) 9240 8574

Facsimile: (02) 9240 8877

Email: [talty@shfa.nsw.gov.au](mailto:talty@shfa.nsw.gov.au)

Executed as a Deed.

SIGNED for and on behalf of )  
[MINISTER] by its authorised delegate )  
in the presence of: )

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Authorised Delegate

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

SIGNED for and on behalf of **THE** )  
**UNIVERSITY OF SYDNEY** by its )  
authorised delegate in the presence of: )

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Authorised Delegate

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

SIGNED for and on behalf of **SYDNEY** )  
**HARBOUR FORESHORE** )  
**AUTHORITY** by its authorised delegate )  
in the presence of: )

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Authorised Delegate

\_\_\_\_\_  
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[6]

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## NON-BINDING MEMORANDUM OF UNDERSTANDING

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THIS NON-BINDING MEMORANDUM OF UNDERSTANDING is made the            day of 2007

Between

**MINISTER ADMINISTERING THE CALLAN PARK (SPECIAL PROVISIONS) ACT 2002** of Parliament House, Sydney, New South Wales

(Minister)

And

**THE UNIVERSITY OF SYDNEY** of

(University)

And

**SYDNEY HARBOUR FORESHORE AUTHORITY** of Level 6, 66 Harrington Street, The Rocks, New South Wales

(Foreshore Authority)

### BACKGROUND

- A. The Minister administers Callan Park under the Act.
- B. The University seeks to expand its current activities on the Callan Park site and the Minister agrees to consider and explore the potential for this within the context of the Callan Park Act 2002.
- C. The Minister wishes to appoint Foreshore Authority to undertake the preparation of a Masterplan for Callan Park.
- D. The parties have agreed to continue negotiations on the basis of the principles set out in this non-binding memorandum of understanding in relation to Callan Park and the preparation of a Masterplan.
- E. The parties recognise Callan Park is a State asset of community/heritage/cultural and natural landscape/foreshore open space significance.

### THE PARTIES AGREE AS FOLLOWS:

#### 1. Definitions and Interpretation

1.1 In this non-binding memorandum of understanding, unless the context otherwise requires:

- (a) **Act** means the *Callan Park (Special Provisions) Act 2002*.

- (b) **Callan Park** means the land at Rozelle comprised in Lot 1, Deposited Plan 1043540, including all structures that are fixtures on that land.
- (c) **Masterplan** means a masterplan for Callan Park within the meaning of SEPP 56.
- (d) **The University of Sydney** shall include a controlled entity thereof.

## 2. Term

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This non-binding memorandum of understanding will continue until the earlier of five years from the date of this non-binding memorandum of understanding or the date it is terminated by any of the parties in writing.

## 3. The Act and Callan Park

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- 3.1 The parties acknowledge the provisions of the Act.
- 3.2 The parties acknowledge that Callan Park is currently owned by the Health Administration Corporation, and that such ownership may be transferred to the Sydney Harbour Foreshore Authority.
- 3.3 The parties acknowledge that the University currently leases from the Health Administration Corporation the buildings at Callan Park known as the "Kirkbride Block" pursuant to lease which commenced January 1997 for a term of 99 years. *and see next in the incorporation of these buildings in a more substantial & coherent campus.*
- 3.4 The parties acknowledge that there are other parts of Callan Park which are currently leased or on tenancies:
  - (a) NSW Ambulance headquarters and training facility;
  - (b) Ministry of the Arts (NSW Writer's Centre);
  - (c) Commonwealth Veterans Care Group;
  - (d) Child Care Centre;
  - (e) Other non-government organisations.
- 3.5 The parties will seek advice from the Health Administration Corporation with respect to the remaining tenancies.

## 4. Proposed Lease to University

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- 4.1 Subject to agreement being reached with the University, the Minister would use reasonable endeavours to procure the grant of a 99 year lease to the University of a substantial <sup>and coherent</sup> part of Callan Park concurrent with existing uses at Callan Park, at nominal rent and for use for higher education purposes, in accordance with *The University of Sydney Act 1989* and the Masterplan including, without limitation, for learning and teaching, research, student campus accommodation, broader community education, student participation in extra curricular activities, social development and cultural and sporting activities.

*delete*

4.2 The University acknowledges that a proposed lease would reserve rights to the public for pedestrian access through Callan Park on terms similar to the terms of public access through the University's Camperdown campus.

4.3 The University would agree to permit Leichhardt Council to have use by Council or the public of the playing fields within Callan Park for organised sports, subject always to the University's reasonable requirements for use of the playing fields and provided that Leichhardt Council would accept responsibility for costs of any improvements required by it such as lighting, change rooms and security and for ensuring public liability insurance is obtained and for an equitable contribution to the maintenance of the playing fields and any such improvements.

4.4 The University would agree to negotiate with Leichhardt Council for construction of multi-purpose sporting fields including synthetic finishes.

4.5 The parties acknowledge that the proposed lease must:

(a) recognise and clearly articulate the University's right to use and develop the site in accordance with *The University of Sydney Act 1989 and the Callan Park Act 2002*;

(b) recognise and clearly articulate the University's right to sublease or licence discrete sites and buildings for uses associated with the University's educational use. Any such sublease, or licence, issued by the University for commercial uses that are not an integral part of the University's principle educational activities may be subject to commercial terms;

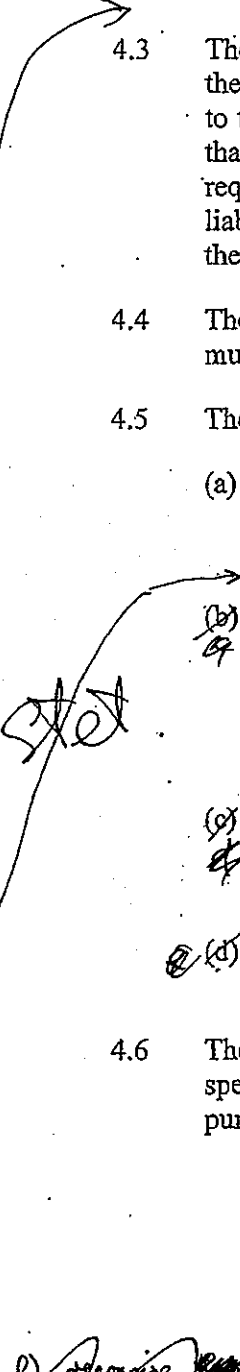
(c) agree and clearly articulate any commitments to protect the indigenous values of the site, in particular along the shoreline to Iron Cove; the natural and cultural landscape and the cultural heritage values of the site;

(d) agree and clearly articulate a commitment to public access to foreshore open space at all times.

4.6 The parties acknowledge that the proposed lease would contain performance specifications for occupation (including floorspace to be occupied for higher education purposes within an agreed period of time) and maintenance of Callan Park.

*Handwritten note:* (b) recognise ~~the~~ the University's commitment <sup>in all of its locations</sup> to the creation of a coherent campus environment.

4.3 ~~The parties~~ ~~recognise~~ acknowledge that the University has a requirement that expansion of its activities ~~must~~ <sup>must</sup> create a coherent campus environment.



## **5. Masterplan**

---

- 5.1 The Minister will appoint the Foreshore Authority to prepare a Masterplan for Callan Park as soon as practicable after the date of this Deed. Foreshore Authority will consult with the University in preparing the Master plan.
- 5.2 The parties acknowledge that in preparing the Masterplan, there will need to be an extensive consultation process involving, but not limited to, the University of Sydney; Leichhardt Council; the Central and South West Sydney Area Health Service; the Department of Health; the NSW Ambulance Service; various non-Government organisations with long to medium term tenancy aspirations; the Department of Planning including the Heritage Office; the member for Balmain and various community representatives covering a range of community interests.
- 5.3 In preparing a Masterplan for Callan Park, Foreshore Authority will have regard to the following:
- (a) existing leases of parts of Callan Park;
  - (b) the dedication of foreshore open space for public access at all times;
  - (c) encouragement of community access to Callan Park generally;
  - (d) preservation of the heritage significance of Callan Park and the buildings, other structures and gardens situated in Callan Park; and
  - (e) use of the site for higher education purposes.
- 5.4 In undertaking the preparation of a Masterplan for Callan Park, Foreshore Authority will at its cost and in consultation with the University undertake each of the following:
- (a) a building condition audit of all buildings and other structures situated within Callan Park - other than those currently leased to the University; and
  - (b) an audit of public infrastructure and public open space within Callan Park.

## **6. Legal Costs**

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Each party will pay its own legal costs in relation to this non-binding memorandum of understanding.

## **7. Governing law**

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This non-binding memorandum of understanding will be governed by and construed in accordance with the laws of the State of New South Wales.

## **8. Counterparts**

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This non-binding memorandum of understanding may consist of one or more counterpart copies. All counterparts of this non-binding memorandum of understanding when taken together constitute the one document.

## 9. Press Release

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9.1 The parties agree:

- (a) To consult on the manner and timing of the public release of this MOU and/or details of any negotiations between the parties.

9.2 For the purposes of this non-binding memorandum of understanding, the relevant parties for contact are as follows:

- (a) for the Minister:

[Insert contact]

Telephone: (02)

Facsimile: (02)

Email:

- (b) for the University:

Professor

Telephone: (02)

Facsimile: (02)

Email:

- (c) for Foreshore Authority:

Diana Talty, Executive Director, Major Projects

Telephone: (02) 9240 8574

Facsimile: (02) 9240 8877

Email: [talty@shfa.nsw.gov.au](mailto:talty@shfa.nsw.gov.au)

Executed as a Deed.

SIGNED for and on behalf of )  
[MINISTER] by its authorised delegate )  
in the presence of: )

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Authorised Delegate

\_\_\_\_\_  
Print Name  
SIGNED for and on behalf of THE )  
UNIVERSITY OF SYDNEY by its )  
authorised delegate in the presence of: )

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Authorised Delegate

\_\_\_\_\_  
Print Name  
SIGNED for and on behalf of SYDNEY )  
HARBOUR FORESHORE )  
AUTHORITY by its authorised delegate )  
in the presence of: )

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Authorised Delegate

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name



[7]

#7472



NEW SOUTH WALES

The Hon Frank Sartor MP

Minister for Planning

Minister for Redfern Waterloo

Minister for the Arts

FACSIMILE COVER SHEET

To: Vice Chancellor Gavin Brown From: Leanne Copping  
 Fax: 9351 4596 Subject: Callan Park non-binding MOU  
 Date: 20 June 2007 Number of pages 8 (inc. cover sheet)

Vice Chancellor,

Further to your recent telephone conversations with the Minister, Frank Sartor, the following pages contain a copy of the non-binding MOU for Callan Park.

We look forward to working with the University to progress this issue.

Please do not hesitate to contact us with any queries.

Regards,

*Leanne Copping*  
 Leanne Copping  
 Policy Adviser

*Amendments agreed  
 w/ F. Sartor  
 21/6*

*VC discussed w/ F. Sartor  
 BK/RF*

Disclaimer: This message is intended for the addressee named and may contain confidential information. If you are not the intended recipient, please delete it and notify the sender. Views expressed in this message are those of the individual sender, and are not necessarily the views of the Office of Minister Sartor.

Dated: 2007

**NON-BINDING  
MEMORANDUM OF UNDERSTANDING**

Between

**Minister Administering the Callan Park (Special Provisions) Act  
2002**

(Minister)

and

**The University of Sydney**

(University)

and

**Sydney Harbour Foreshore Authority**

(Foreshore Authority)

VC To see (y/f) [8] sent



NEW SOUTH WALES

The Hon Frank Sartor MP

Minister for Planning  
Minister for Redfern Waterloo  
Minister for the Arts

Date Received  
20 JUN 2007  
7472  
Vice-Chancellor's Office

BK pending

FACSIMILE COVER SHEET

To: Vice Chancellor Gavin Brown From: Leanne Copping  
Fax: 9351 4596 Subject: Callan Park non-binding MOU  
Date: 20 June 2007 Number of pages 8 (inc. cover sheet)

Vice Chancellor,

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We look forward to working with the University to progress this issue.

Please do not hesitate to contact us with any queries.

Regards,

*Leanne Copping*  
Leanne Copping  
Policy Adviser

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Dated: 2007

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(University)

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(Foreshore Authority)



NEW SOUTH WALES

The Hon Frank Sartor MP  
Minister for Planning  
Minister for Redfern Waterioo  
Minister for the Arts

VC to sign  
BK/RA to see  
[9]

FACSIMILE COVER SHEET

Date Received  
21 JUN 2007  
7473  
Vice-Chancellor's Office

To: Vice Chancellor Gavin Brown From: Leanne Copping  
Fax: 9351 4596 Subject: Callan Park non-binding MOU  
Date: 21 June 2007 Number of pages 8 (inc. cover sheet)

Vice Chancellor,

Further to your telephone conversation with the Minister, Frank Sartor, earlier today, here is the revised version of the non-binding MOU for Callan Park which includes the most recent changes you discussed. This includes the latest change just discussed over the phone.

Please do not hesitate to contact us with any queries.

Regards,

*Leanne Copping*  
Leanne Copping  
Policy Adviser

*22/6 - sent x6 cop  
for VC to sign after m  
in town then delivered  
to SHFA. TG*

Disclaimer: This message is intended for the addressee named and may contain confidential information. If you are not the intended recipient, please delete it and notify the sender. Views expressed in this message are those of the individual sender, and are not necessarily the views of the Office of Minister Sartor.

22/6/07: 6x copies to VC  
to sign, then delivered  
to SHFS (Mr Stevens)

Dated:

2007

**NON-BINDING  
MEMORANDUM OF UNDERSTANDING**

Between

**Minister Administering the Callan Park (Special Provisions) Act  
2002**

(Minister)

and

**The University of Sydney**

(University)

and

**Sydney Harbour Foreshore Authority**

(Foreshore Authority)