

# MEMORANDUM OF UNDERSTANDING

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between

ChemCentre

and

Sustainability Waste Alliance  
2022



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## INTRODUCTION

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This Memorandum of Understanding (MOU) between Sustainability Waste Alliance (SWA) and Chemistry Centre of Western Australia (ChemCentre) provides a framework for co-operation and collaboration in chemistry and scientific research for mutual benefit, and for the benefit to the community of Western Australia

This MOU recognises the specialist skills of both parties.

ChemCentre has established over many years a reputation in the areas of chemistry and forensic science. ChemCentre has achieved significant and lasting relationships with government and industry resulting in support for its applied science research. ChemCentre also has a legislated obligation to participate in chemistry education.

SWA is a unique stakeholder alliance established in 2020 by Office of Major Transport Infrastructure Delivery (OMTID, a Portfolio Office of Main Roads WA (MRWA) and the Public Transport Authority (PTA) to deliver on the commitment made to the Department of Water and Environmental Regulation (DWER) to identify additional specific opportunities for using recycled materials in upcoming major infrastructure projects such as the Bunbury Outer Ring Road (BORR). The innovative practices and technical development progressed by SWA provides a good foundation to identify and maximise opportunities for resource management, resource recovery and recycling on the broader portfolio of projects. This will lead to better, more sustainable, value-for-money outcomes for the infrastructure and waste supply chain in Western Australia.

Subject to section 14.1 of this MOU, this MOU is a statement of the Parties' intention at the date of signing and is not intended to create a contractual relationship between the Parties or be legally binding on the Parties in any way.

## VERSION CONTROL

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Version Number	Date	Description of Change (including section reference)	Contributing Authors
V.1.0			

## DISTRIBUTION

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Version Number	Date	Position Title	Name of Recipient

# PARTIES

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This memorandum of Understanding (“MOU”) is made between

**Sustainability Waste Alliance (“SWA”)**

and

**Chemistry Centre (WA) (“ChemCentre”)**

## 1. BACKGROUND

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- 1.1. Sustainability Waste Alliance is a stakeholder alliance established in 2020 by the Office of Major Transport Infrastructure Delivery (OMTID) to deliver on the commitment made to the Department of Water and Environmental Regulation (DWER) to identify additional specific opportunities for using recycled materials in upcoming major infrastructure projects.
- 1.2. ChemCentre is a Western Australian Government statutory authority, established pursuant to the *Chemistry Centre WA Act 2007*. ChemCentre provides expert analytical and scientific information to government, industry and the community. It exists to provide essential chemical and forensic services and undertake research and innovation activities to ensure a safe and prosperous Western Australian community.
- 1.3. The Parties recognise that collaborative efforts will be necessary to extract mutual benefit which may contribute to ensuring institutional linkage for analysis, science, engineering, research and collaboration.
- 1.4. The Parties are interested in establishing a cooperative, mutually beneficial working relationship, including the carrying out of collaborative projects and activities relevant to their respective capabilities.
- 1.5. This MOU establishes the principles for a cooperative working relationship between Sustainability Waste Alliance and ChemCentre for the pursuit of collaborative research and innovation.
- 1.6. Subject to section 14.1 of this MOU, this document is a statement of the Parties’ intentions at the date of this MOU, is not intended to create a contractual relationship and is not legally binding.
- 1.7. The Parties acknowledge each other’s statutory roles and responsibilities within the State of Western Australia.

## 2. DEFINITIONS

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For the purpose of this Memorandum of Understanding the following definitions apply:

- 2.1. **“Annex”** means an annexure made in accordance with Section 13 of this MOU.

- 2.2. **“ChemCentre”** means the Chemistry Centre (WA), as defined in the *Chemistry Centre (WA) Act 2007*.
- 2.3. **“Confidential Information”** means research results, trade secrets, know-how, commercial information, business information, financial information, customer information and information proprietary to customers, business and marketing plans and projections, management reports, and agreements or arrangements with third parties, but excludes information: (a) that is in or becomes part of the public domain; (b) has been independently created by the recipient; or (c) has been independently acquired by the recipient on a non-confidential basis.
- 2.4. **“MOU”** means this memorandum of understanding, including any schedules and annexes.
- 2.5. **“Sustainability Waste Alliance”** means Sustainability Waste Alliance (SWA) as established in 2020 by The Office of the Major Transport Infrastructure Delivery (OMTID).
- 2.6. **“Parties”** means Sustainability Waste Alliance and ChemCentre and **‘Party’** is a reference to either of them.
- 2.7. **“Towards100”** is a SWA branded approach that means instead of justifying increasing the amount of recycled content in any given project, an objective of 100% waste derived materials is targeted and any departure from this objective must be justified.

### 3. INTERPRETATION OF MOU PHRASES

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In this MOU:

- (a) a reference to a section or clause is a reference to a clause of this MOU;
- (b) the singular includes the plural and the plural includes the singular;
- (c) a reference to a thing is a reference to the whole or any part of it;
- (d) a reference to the word “including” is deemed to be followed by the words, “but not limited to”; and
- (e) a reference to a Party includes a reference to that Party’s successors and permitted assigns.

### 4. COMMENCEMENT AND TERM

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- 4.1. This MOU will commence on the date it is executed by the second party that signs the original document.
- 4.2. This MOU will continue for an indefinite period unless terminated in accordance with section 11.

### 5. VARIATIONS TO THE MOU

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- 5.1. The Parties will endeavour to advise each other of any proposed legislative or capability changes that impact upon the other party or that impact on the arrangements agreed in this MOU.
- 5.2. The MOU will be reviewed annually, prior to the commencement of each financial year.

- 5.3. The MOU should be updated as issues are identified between the Parties.
- 5.4. The appropriate Party delegates may initiate an update or change for review by the Parties.
- 5.5. Any section of this MOU can be updated by written agreement between the Parties.

## **6. INTENT**

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- 6.1. The aim of this MOU is to create a foundation from which the Parties can collaborate to build capacity and strengthen the research and innovation, education and training, product re-use and recycling, engineering, analytical chemistry and sustainability science of the Sustainability Waste Alliance, ChemCentre and the state through a strategic alliance.
- 6.2. This MOU sets out the framework and focus areas within which such co-operation and collaboration will further develop.
- 6.3. This MOU seeks to complement the strengths of ChemCentre in chemistry and forensic science with the strengths of Sustainability Waste Alliance in strategic stakeholder engagement, technical development, resource recovery, recycling and infrastructure projects.
- 6.4. Within the parameters of any legislation or policies that govern the operation, function and power of each Party, both Parties intend to co-operate and collaborate to undertake and promote sustainability issues in Western Australia by collaboratively seeking additional funding and providing research and teaching opportunities, as appropriate for mutual benefit and for the benefit of the Western Australian community.

## **7. NATURE OF RELATIONSHIP AND GUIDING PRINCIPLES**

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- 7.1. The Parties agree to a collaborative approach for establishment of research and innovation and demonstration projects of mutual benefit to the Parties.
- 7.2. The Parties envisage initiating and continuing discussions as opportunities arise to ascertain how co-operative activities could be initiated and maintained.
- 7.3. The Parties intend to identify and collaborate on projects of interest to both Parties.
- 7.4. The Parties intend to engage in discussions regarding the innovation of sustainability focused research projects jointly or with additional collaborative parties.
- 7.5. The Parties acknowledge that ChemCentre operates with a Board of Management that may independently make directives that impact on the scope and type of research and innovation activities undertaken by ChemCentre.
- 7.6. The Parties acknowledge that Sustainability Waste Alliance may make independent determinations or decisions from time to time that may impact on the support for, scope and type of activities envisaged by this MOU.
- 7.7. The parties agree to adopt alliancing principles including:
  - Promoting a shared vision to help enable positive change

- Collaborating so each organisation gains benefit individually whilst working towards a shared outcome ('win-win' outcomes)
- Being open and transparent with each other
- Supporting Towards100 outcomes
- Focussing on easy wins and simplified processes to build momentum
- Showing joint leadership in exhibiting corporate social responsibility
- Complying with governing legislation, regulations and policies
- Working together towards creating a circular economy in Western Australia

## **8. COMMUNICATIONS**

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- 8.1. The Parties wish to maintain ongoing dialogue and to develop specific arrangements, including:
- 8.1.1. Scheduling of appropriately timed meetings to pursue discussions in relation to collaborative activities; and
- 8.1.2. Subject to relevant legislation and policy, arrangements to facilitate the exchange of information and opportunities for collaborative and demonstration projects.

## **9. PROTECTION AND RELEASE OF INFORMATION**

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- 9.1. The Parties will have discussions for the purpose of implementing this MOU. If a Party receives Confidential Information of the other Party as part of or for the purpose of these discussions then it shall, for the duration of this MOU and for 10 years thereafter:
- 9.1.1. keep the Confidential Information of the other Party confidential;
- 9.1.2. only use such Confidential Information for the purpose of such discussions; and
- 9.1.3. not disclose such Confidential Information to any other person or entity,
- except where it may disclose Confidential Information: (a) where the Party obtains the prior written consent of the other Party to its disclosure and to the form in which it may be disclosed; (b) to the extent it is required by law to disclose such Confidential Information; or (c) to its professional advisors who are subject obligations of confidentiality no less onerous than this section 9.
- 9.2. The Parties will use their best endeavors and all steps legally available to them to prevent information received under this MOU from being inappropriately disclosed, compromised or misused.
- 9.3. Each Party undertakes to inform the other Party of any proposed changes to its laws that could affect the protection of information received under this MOU.

## **10. INTELLECTUAL PROPERTY**

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- 10.1. The Parties acknowledge that agreements referred to in section 12 of this MOU will contain suitable provisions regarding intellectual property (IP). ChemCentre brings considerable background IP to this arrangement. Neither party shall have any claim on background IP of the other party that pre-dates this agreement. Any IP that results from any developments between the parties shall, at a minimum recognise background IP. Any newly developed IP will be shared, reflecting the contribution of each party to the production of that IP. The allocation of said IP will also recognise the financial contribution and intellectual input of each party.

## **11. TERMINATION**

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- 11.1. A Party may terminate this MOU by providing at least three months' written notice to the other Party. Such termination will not affect any separate agreement entered into by the Parties.
- 11.2. The notice of termination must be signed by an authorised delegate of the terminating party.

## **12. SEPARATE AGREEMENTS**

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- 12.1. The Parties acknowledge and agree that the collaboration envisaged by this MOU includes that specified in the Annexures of this MOU.
- 12.2. Details of specific joint activities arising as a result of further discussions, including in respect of activities set out in the Annexures, will be set forth in separate written agreements, setting out the Parties' various rights and obligations in respect of those activities.
- 12.3. Each such agreement will be cooperatively developed by the Parties.
- 12.4. Without limiting the general effect of section 12.1, the Parties envisage:
- 12.4.1. Specific agreements being entered into by the Parties, outlining collaborative research and sustainability projects between the Parties;
  - 12.4.2. Project specific intellectual property rights;
  - 12.4.3. Project specific termination arrangements; and
  - 12.4.4. Agreed key performance indicators between the Parties.

## **13. DELEGATION**

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- 13.1. The Chair, Sustainability Waste Alliance and the Chief Executive Officer of ChemCentre, as delegated authorities may, either generally or otherwise, authorise a person to exercise any or all their functions under this MOU.

## **14. NOT LEGALLY BINDING**

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- 14.1. Section 9 of this MOU is legally binding.



14.2. Subject to section 14.1 of this MOU, this MOU:

14.2.1. is an expression of the intention of the Parties only;

14.2.2. is not intended to give rise to any legal relationship, rights, duties or consequences or be the subject of litigation; and

14.2.3. is not legally binding on the Parties.

**15. EXECUTION OF THIS MOU**

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SIGNED for and on behalf of Sustainability Waste Alliance by

  
Andonis Missikos *8/4/2022*  
Chair, Sustainability Waste Alliance

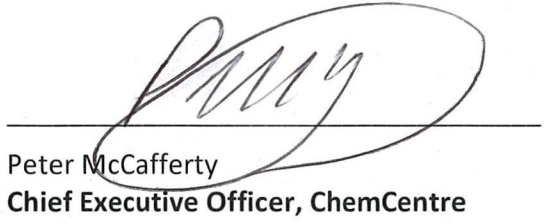
Dated this 8<sup>th</sup> day of APRIL 2022

Witnessed

Name: JOHN MOURSOUNIDIS *8/04/22*

Signature 

SIGNED for and on behalf of ChemCentre

  
Peter McCafferty  
Chief Executive Officer, ChemCentre

Dated this 4 day of APRIL 2022

Witnessed

Name: JOHN MOURSOUNIDIS

Signature 

## **ANNEXURE 1**

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### **ChemCentre / SWA Collaborative Alliance**

#### **1. Purpose**

ChemCentre (CC) and Sustainability Waste Alliance (SWA) have expressed an intent to establish a mutually beneficial Collaborative Alliance to progress collaborative projects that demonstrate a more sustainable outcome for the benefit of Western Australia

Additional collaborative partners and sources of funding may be brought into this collaborative arrangement by agreement of both CC and SWA.

The partners may include (but not be limited to):

- Office of Major Transport Infrastructure Delivery (OMTID)
- Main Roads Western Australia (MRWA)
- Public Transport Authority (PTA)
- METRONET
- Department of Water and Environmental Regulation (DWER)
- Bunbury Harvey Regional Council (BHRC)
- Eastern Metropolitan Regional Council (EMRC)
- Western Australia Return Recycle Renew Limited (WARRRL)
- Regional Development Australia (RDA)
- South West Development Commission (SWDC)
- Noongar Chamber of Commerce and Industry (NCCI)
- Infrastructure Western Australia (IWA)
- Water Corporation (WC)

#### **2. Outcomes**

It is envisaged that the CC and SWA will conduct discussions to identify and develop proposals to promote sustainability outcomes that provide a benefit to the State. These projects may include (but not be limited to):

- Waste avoidance and resource recovery
- Water re-use for non-potable purposes
- Projected waste streams and expected magnitude of quantities across the program.
- Utilisation of waste derived materials as viable and safe alternatives to basic raw materials
- Development of recycled products for the Western Australian market
- Product schemes and market incentives to support use of waste derived materials
- Material specifications (in particular for the PTA) to identify potential opportunities for the use of construction and demolition (C&D) waste and recycled products.
- Identification and assessment of international examples of successful use and performance of C&D wastes and recycled products on infrastructure projects (particularly rail projects).
- Methods to encourage good waste management through procurement and supply chain management.

- Practical targets for METRONET to support the use of C&D waste and recycled products
- Liaison with regulators to support sustainable re-use

<b>Table 1: What each party brings to the Alliance</b>		
	<b>SWA</b>	<b>ChemCentre</b>
1	SWA will provide an interface with the Transport Portfolio focussing on the pipeline of major road and rail projects.	Access to ChemCentre facilities and a large range of scientific expertise and instrumentation for agreed collaborative Research and Innovation projects
2	SWA will identify and facilitate relevant demonstration projects.	ChemCentre will designate a competent senior research scientist to manage the CC/SWA Alliance relationship.
3	SWA will invite ChemCentre representatives to relevant Alliance meetings.	ChemCentre will allocate a project manager to each collaborative project to manage expectations and provide milestone reports.
4	SWA will provide a mechanism to liaise with project sponsors and other stakeholders from government and industry.	ChemCentre will provide the Alliance a mechanism to liaise with regulators and waste recyclers in a non-committal forum.
4	SWA will collaborate in initiatives and research funding and project proposals that bring funding to the relationship.	ChemCentre will collaborate in initiatives and research funding and project proposals that bring funding to the relationship. This will be done in an accountable manner at usual costing.
5	SWA will source capabilities from ChemCentre where they align with its project needs and may release funding for those activities.	Where proposal and projects align with ChemCentre's strategic direction ChemCentre may release cash and or in-kind funding, subject to Inner Executive approval.