

NEWCASTLE 500

Memorandum of Understanding
Between

Newcastle City Council, 232 King Street,
Newcastle, New South Wales, 2300
(‘Council’)

and

Destination NSW, 88 Cumberland Street, Sydney
New South Wales 2000 (‘Destination NSW’)

and

V8 Supercars Australia Pty Ltd, 45 Nerang Street,
Southport, Queensland, 4215 (‘Supercars Australia’)

April 2017 – April 2022

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1 Purpose

1.1 The purpose of this Memorandum of Understanding (MOU) is to define how the Council, Destination NSW and Supercars Australia will work together over the life of the Newcastle 500, 2017 - 2021 (the Event).

2 Introduction

2.1 Council is the local government authority responsible for the area and residents defined as the Event Precinct.

2.2 On behalf of the NSW Government, Destination NSW is the NSW Government lead agency for the investment in the Event, and is the agency responsible for administering all authorisations under the *Motor Racing (Sydney and Newcastle) Act 2008* in respect of the Event.

2.3 Supercars Australia is the Event owner and responsible in full for the delivery of all aspects of the Event.

2.4 All Parties acknowledge specific roles and responsibilities of each organisation as outlined in Schedule 1.

2.5 To implement the civil works required for the Event and in order to host the Event in Newcastle, the Parties have agreed to make the arrangements set out in this MOU.

2.6 The Parties are Council, Supercars Australia and Destination NSW. Each party is responsible for their own roles and responsibilities under this MOU and not those of the other Party.

3 Commencement and term

3.1 This MOU takes effect on the date on which it is executed and continues until 31 March 2022 unless terminated earlier.

4 Policy Settings

4.1 All Parties acknowledge there are legal frameworks the Parties are bound by and will work collaboratively and respect the intent and content of:

- *Motor Racing (Sydney and Newcastle) Act 2008* (as amended from time to time)
- Any other policies and laws in place and as amended from time to time that may be applicable to each of the Parties.

5 Objectives

5.1 The Parties acknowledge the Event has the following objectives:

- Deliver a world-class event for Newcastle

- Deliver a positive economic impact to the Newcastle and the NSW overnight visitor economy
- Highlight Newcastle as a desirable destination to drive further tourism and investment
- Deliver capital and civil improvements to defined areas of the Newcastle Local Government Area.

6 Key Principles

6.1 The Parties agree the key principles of this MOU are to:

- Work in partnership, within their respective governance frameworks, to deliver a world class event to drive the overnight visitor economy, which will stimulate activity, jobs and investment in Newcastle.
- Deliver infrastructure legacy benefits for Newcastle.
- Act in a timely and transparent manner in all aspects of the Event and associated works.
- Endeavour to observe the spirit and intent of this MOU.
- Acknowledge confidentiality of each Party.

Separate legal agreements will be developed to deal with:

- Recurrent funding of the Event
- Funding for civil works programs
- Any other agreed matter that arises through the life of this MOU.

7 Understandings

7.1 This MOU is based on the following understandings:

- Supercars Australia is the Event owner and Event organiser and is responsible for the planning, and delivery of Civil Works required to create the street circuit.
- On behalf of the NSW State Government, Destination NSW is responsible for authorisations issued under the *Motor Racing (Sydney and Newcastle) Act 2008*.
- Supercars Australia, in conjunction with Council, will develop and implement a community engagement plan which will be prepared with support from Destination NSW.
- It is agreed that Council will be the long term owner and manager of the public domain associated with the Event and is therefore responsible for the ongoing maintenance of public infrastructure including, but not limited to, roads and parklands before, during and after the civil works program.
- The roles and responsibilities of each Party are outlined in Schedule 1.

7.2 The Parties acknowledge:

- The planning, approval and delivery of Event objectives will involve sharing information that is confidential and sensitive;
- Inappropriate disclosure of confidential information may jeopardise project

outcomes; and

- They are responsible to ensure staff and any respective individuals participating on their behalf understand the importance of maintaining confidentiality.

8 Probity

8.1 The Parties must, at all times, adhere to appropriate probity and transparency requirements in accordance with existing legal and statutory requirements.

9 Governance

9.1 A Newcastle 500 Steering Committee will be established to guide activities proposed in relation to the Event. This group will consist of: Interim Chief Executive Officer of Council, Chief Executive Officer of Destination NSW, and the Chief Executive Officer of Supercars Australia. The Steering Committee shall meet, as required, to discuss progress and address high level issues relating to the Event.

9.2 A Newcastle 500 Project Control Group (PCG) has been established to ensure the Event achieves its operational objectives. This group will comprise individual representatives from Council, Destination NSW, Supercars Australia, and NSW Department of Premier and Cabinet. This group will meet fortnightly or as required by the members.

9.3 A detailed Governance Structure involving multiple working groups to develop operational planning for the Event has been established (see Schedule 2 for membership details). Each working group will meet monthly or as required by the members.

9.4 Destination NSW will establish a Newcastle-based "Newcastle 500 Coordination Unit" to ensure coordination of all aspects of the implementation of the *Motor Racing (Sydney and Newcastle) Act 2008* for the Event.

9.5 Council officers are responsible for providing briefings to the Lord Mayor and Councillors. Representatives from Supercars Australia and Destination NSW may be requested to attend Council briefings from time to time as may be requested by Council.

9.6 The Relationship Owner for this MOU for the Council is the Interim Chief Executive Officer.

9.7 The Relationship Owner for this MOU for Destination NSW is the Chief Executive Officer.

9.8 The Relationship Owner for this MOU for Supercars Australia is the Chief Executive Officer.

10 Statutory Requirements of the Parties

10.1 Nothing in this MOU in any way restricts or otherwise affects the unfettered discretion of each Party in the exercise of their statutory powers.

10.2 In the event of any conflict or inconsistency between the unfettered discretion of each

of the Parties in the exercise of their statutory powers and this MOU, the former will prevail.

11 Legal Standing of the Memorandum of Understanding

11.1 The MOU is a statement of intent by each party to guide the relationship between them as they work in partnership to deliver the Event.

11.2 The MOU is not legally binding.

12 Expiry and Termination

12.1 The MOU will terminate on 31 March 2022. The Parties may extend the MOU through an exchange of letters taking into consideration any exercise of option for the Event.

12.2 If the circumstances arise that cause any Party to consider that it should no longer be a Party to this MOU, the Party can terminate the MOU by written notice to the other Parties after consultation with the other Parties.

13 Relationship between Parties

13.1 This MOU does not create any legal relationship of employment, trust, agency or partnership between the Parties. Each Party is responsible for its own obligations arising under this MOU and is not liable for any other Party's obligations.

14 Review and Evaluation

14.1 This MOU will be reviewed 12 months after the Commencement Date and annually thereafter, unless earlier requested in writing by any of the Parties. This MOU may be amended in writing at any time subject to the agreement of all Parties and any amended MOU must be signed by all Parties.

15 Costs

15.1 Each Party is responsible for its own costs in connection with the negotiation, preparation and performance of this MOU, except where specifically stated to the contrary.

16 Conflict of Interest

16.1 Each Party will use its best endeavours to ensure that no material conflict of interest exists or is anticipated to arise, which is relevant to its role in this MOU. If a material conflict arises, the affected party will notify the other Parties and the Parties will seek to resolve the conflict to ensure that the objectives of the MOU are not compromised.

17 Assignment

17.1 Notwithstanding Clause 17.2, a Party may not assign its rights or novate any of its rights or obligations under this MOU without the other Parties' prior written consent.

17.2 Destination NSW may assign its rights or novate any of its rights or obligations under this MOU to another NSW Government agency or department without the prior written consent of the other Parties, subject to 30 days' prior written notice being provided by DNSW to all other Parties and subject to any proposed assignment or novation being consistent with the *Motor Racing (Sydney and Newcastle) Act 2008* (as amended from time to time).

18. Cooperation and Dispute Resolution

18.1 The Parties:

- a) agree to work professionally and collaboratively together;
- b) agree to provide all information reasonably required to ensure the effective delivery of the Event by Supercars Australia;
- c) will notify each other promptly of issues, concerns and complaints arising under this MOU; and
- d) will, on a best endeavours and good faith basis, seek to resolve any disagreements pursuant to this MOU. Where agreement cannot be reached between the Parties, the issue in dispute will in the first instance be escalated to the respective Relationship Owner for discussion and resolution. If the matter cannot be resolved within 30 business days, the issue will be referred to an independent third party for mediation.

19. Confidentiality

19.1

- a) Each Party must keep confidential the items of this MOU, all information and documents in connection with this MOU, all information and documents relating to the investment in the Event and the transactions and interactions contemplated by this MOU, however obtained. However, the MOU may be released to the Councillors of NCC. For the avoidance of doubt, any information developed under this MOU is confidential and for the use of authorised officers of each party.
- b) A Party may make any disclosure in relation to this document:
 - i. to a professional adviser, financial adviser, banker, financier or auditor if that person is obliged to keep that information confidential;
 - ii. to comply with the law, or a requirement of a regulatory body (including any relevant stock exchange);
 - iii. to any of its employees to whom it is necessary;
 - iv. to obtain the consent of a third party to a term of, or to an act under this MOU;
 - v. to a related body corporate, on receipt of its undertaking to keep the information confidential.

Signatures

Signed by



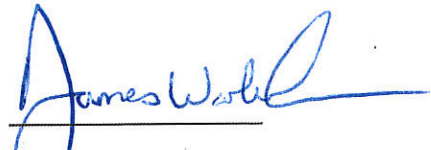
Peter Chrystal
Interim Chief Executive
Officer
Newcastle City Council

Date:



Sandra Chipchase
Chief Executive Officer
Destination NSW

Date: 4/5/17



James Warburton
Chief Executive Officer
V8 Supercars Australia
Pty Ltd

Date: 4/5/17

Schedule 1

Roles and Responsibilities

SUPERCARS AUSTRALIA

- Supercars Australia is the Event owner and Event organiser and is responsible for the planning and delivery of civil works required to create the street circuit
- Supercars Australia must meet all legislative requirements including the *Heritage Act 1977*, the *Motor Racing (Sydney and Newcastle) Act 2008*, *Work Health Safety Act 2011* and adhere to all other legislation relating to staging the Event
- Supercars Australia has primarily responsible for community consultation and engagement to address concerns of residents and businesses and to minimise any perceived negative impact on daily lives during the Event period
- Supercars Australia plans and delivers all operational aspects (including traffic and emergency management) of the motor race and all associated activities e.g. music event
- Supercars Australia markets and proactively promotes the Event through positive media communications
- Supercars Australia manages contractual benefits and deliverables to Council and Destination NSW

NEWCASTLE CITY COUNCIL (Council)

- Council deliver in-kind components to stage the Event
- Council directs civic renewal components of the civil works program and provision of funding
- Council provides advice and assists Supercars Australia in the delivery of the community engagement program
- Council owns and manages communications around the Event legacy including civic upgrades, the new Urban Forest program and the reinvigoration of Newcastle's tourism and major events identity
- Council actively participates in all Event working groups in accordance with the Governance Structure
- Council proactively ensures internal communications on the Event's progress is delivered to the Mayor of Newcastle and other key Council staff
- Council co-ordinates with Destination NSW to plan and ensure Event compliance including review of applications under the *Motor Racing (Sydney and Newcastle) Act 2008*
- Notwithstanding the provisions of the *Motor Racing (Sydney and Newcastle) Act 2008*, Council monitor compliance against statutory Council regulations through the provision of resources in identified areas including but not limited to parking, hygiene, food vending, etc.

DESTINATION NSW

- Destination NSW is the consent authority and is responsible for the administration of the *Motor Racing (Sydney and Newcastle Act) 2008*, including issuing authorisations and monitoring compliance
- Destination NSW ensures all required planning activities for the Event delivery is effectively coordinated between key stakeholders

- Destination NSW has employed a Community Liaison Officer to assist Supercars Australia and Council in the community engagement program
- Destination NSW is working with tourism operators and airlines to promote the Event to increase overnight visitation to the region and help achieve the NSW Government's goal of doubling overnight visitor expenditure by 2020
- Destination NSW manages the delivery of contractual benefits between Destination NSW and Supercars Australia, and between Destination NSW and Council.

Schedule 2

Governance Structure