

Management report to Council

Agenda item 6.5

City of Melbourne Chair in Resilient Cities - variation to Council Resolution

Council

Presenter: Michelle Fitzgerald, Manager Smart City Office

28 February 2017

Purpose and background

1. The purpose of this report is for Council to vary a resolution made at its April 2015 meeting regarding a proposal from the University of Melbourne to jointly establish a professorial chair in resilient cities.
2. At its 28 April 2015 meeting (agenda item 6.5) Council resolved:
That Council:
 - 1.1. *Accepts the proposal to jointly sponsor a professorial appointment by the University of Melbourne called the City of Melbourne Chair in Resilient Cities for five years from 1 July 2015.*
 - 1.2. *Agrees to pre-commit funding of \$137,470 for this purpose in each of the next five financial year budgets, commencing in the 2015-16 financial year.*
 - 1.3. *Authorises the Chief Executive Officer to:*
 - 1.3.1. *enter into an agreement to execute the proposal.*
 - 1.3.2. *nominate the officers identified to represent Council on the joint steering committee that will govern the establishment and maintenance of the Chair.*
3. In accordance with 1.3.1 of the resolution, Management entered into the *Chair of Resilient Cities Agreement between University of Melbourne and City of Melbourne* (the Agreement) refer Attachment 2.
4. The term of the Agreement is from 2016 to 2020, with the City of Melbourne to be invoiced \$137,470 per annum in each of the financial years from 2015–16 to 2019–20.
5. With endorsement from the City of Melbourne, the University of Melbourne appointed Professor Lars Coenen as the Chair in Resilient Cities in July 2016. Professor Coenen formally started in the position on 16 January 2017.

Key issues

6. A lengthy recruitment process has resulted in the Chair's appointment and commencement dates falling outside the first year of the Agreement.
7. The University of Melbourne is therefore seeking two amendments to its Agreement with the City of Melbourne to reflect the delayed timing:
 - 7.1. A variation to the term of the position: from the five years of 2016 to 2020, to the six years of 2016 to 2021, the latter including the initial recruitment period in addition to the five year appointment.
 - 7.2. A variation to the invoicing period for the City of Melbourne: from the five financial years of 2015–16 to 2019–20, to the five financial years of 2016–17 to 2020–21.
8. No additional funding is being sought through the amendment to the term of the appointment.

Recommendation from management

9. That Council:
 - 9.1 Varies paragraph 1.1 of the previous Council resolution on 28 April 2015 by replacing 'for five years from 1 July 2015' with 'for six years from 1 July 2016'.
 - 9.2 Varies paragraph 1.2 of the previous Council resolution on 28 April 2015 by replacing 'commencing in the 2015-16 financial year' with 'commencing in the 2016-17 financial year'.
 - 9.3 Notes that the Second Deed of Variation contained in Attachment 2 of the management report will be executed under delegation.

Attachments:

1. Supporting Attachment (page 2 of 51)
2. Second deed of variation (page 3 of 51)

Supporting Attachment

Legal

1. Despite the variations to the Agreement not altering the financial commitment by the Council, the further resolution is required as the variation involves the expenditure occurring in 2020–21. Section 98 of the *Local Government Act 1989* prohibits a delegate of the Council incurring any expenditure beyond the budget approved by the Council.

Finance

2. Amending this resolution will not incur additional funding.
3. Amending this resolution will alter the annual schedule of payments to the University of Melbourne from the status quo arrangement of the five financial years of 2015–16 to 2019–20 to the proposed arrangement of the five financial years of 2016–17 to 2020–21.

Conflict of interest

4. No member of Council staff, or other person engaged under a contract, involved in advising on or preparing this report has declared a direct or indirect interest in relation to the matter of the report.

Stakeholder consultation

5. Consultation has been undertaken with authorised representatives of the University of Melbourne.

Relation to Council policy

6. Amending the previous Council resolution has no implications on the resolution's relation with Council policy.

Environmental sustainability

7. Amending the previous Council resolution has no implications on environmental sustainability.

**SECOND DEED OF VARIATION**

THIS DEED is made on the _____ day of _____ 201

BETWEEN

CITY OF MELBOURNE [55 370 219 287] of 90 – 120 Swanston Street, Melbourne, 3000 in the State of Victoria

(“**City of Melbourne**”)

AND

THE UNIVERSITY OF MELBOURNE [ABN 84 002 705 224] a body politic and corporate established in 1853 and constituted under the *University of Melbourne Act 2009 (Vic)*, Parkville, Victoria 3010

(“**University**”)

(together, the “**Parties**”)

BACKGROUND

- A.** The Parties are party to the Sponsored Chair Agreement.
- B.** The Position was not filled for 2016. The Parties intend for the position to be filled from 2017 onwards.
- C.** The Parties wish to vary the Sponsored Chair Agreement as set out in this Deed.

OPERATIVE PROVISIONS**1. DEFINITIONS**

1.1 All defined terms in the Sponsored Chair Agreement will have the same meaning in this Deed, unless otherwise specified.

1.2 In this Deed the following additional definitions will apply, except where the context otherwise requires:

“**Sponsored Chair Agreement**” means the agreement between the City of Melbourne and the University dated 7 October 2015, as amended by the first Deed of Variation dated 9 December 2015, a copy of which is attached as Annexure A to this Deed;

“**Effective Date**” means the date on which this Deed is signed by the last Party to do so; and

“**Schedule of Variations**” means the schedule to this Deed.

1.3 The rules of interpretation set out in clause 1.2 of the Sponsored Chair Agreement apply to this Deed, unless otherwise specified.

2. VARIATION OF SPONSORED CHAIR AGREEMENT**Variation**

2.1 The Sponsored Chair Agreement is varied as set out in the Schedule of Variations with effect from the Effective Date.

Balance of Sponsored Chair Agreement

2.2 Except as expressly varied in the Schedule of Variations, all provisions, terms and conditions of the Sponsored Chair Agreement shall continue in full force and effect.

3. GENERAL

3.1 **Governing law.** This Deed is governed by the laws of the State of Victoria, Australia. The Parties submit to the jurisdiction of the courts of the State of Victoria and any courts which may hear appeals from those courts.

3.2 **Amendment.** This Deed may only be amended in writing signed by the Parties.

- 3.3 **Assignment.** A Party may not assign its rights or obligations arising under this Deed without the prior written consent of the other Parties.
- 3.4 **Waiver.** A Party's failure to exercise or delay in exercising a right, power or remedy does not operate as a waiver of that right, power or remedy and does not preclude the future exercise of that right, power or remedy. To be effective, a waiver of a right, power or remedy must be in writing and signed by the Party granting the waiver.
- 3.5 **Severance.** If any provision or part provision of this Deed is invalid or unenforceable, such provision shall be deemed deleted but only to the extent necessary and the remaining provisions of this Deed shall remain in full force and effect.
- 3.6 **Counterparts.** This Deed may be executed in counterparts.

EXECUTED AS A DEED

SIGNED SEALED AND DELIVERED for and on behalf of **THE UNIVERSITY OF MELBOURNE** in accordance with Section 16 of the University of Melbourne Statute and Section 8(6) of the Council Regulation:

Signature of Authorised Officer

Signature of Authorised Officer

Name of Authorised Officer (print)

Name of Authorised Officer (print)

Date

Date

SIGNED for and on behalf of **CITY OF)**
MELBOURNE in the presence of: **)**
)

.....
Signature of Witness

.....
Signature of authorised person

.....
Name of Witness
(block letters)

.....
Office held

.....
Name of authorised person
(block letters)

.....
Date

SCHEDULE OF VARIATIONS

1. Amend clause 2.2 of the Sponsored Chair Agreement to read as follows:

2.2. The Term of this Agreement will commence on the Commencement Date and remain in effect for ~~five~~six years unless extended or terminated earlier in the manner set out in this Agreement.

2. Amend clause 4.5 of the Sponsored Chair Agreement to read as follows:

4.5. Subject to clauses 8 and 15 the Appointee shall be appointed from 1 January 2017 until expiry of the Term.

3. Amend clause 6.4(c) of the Sponsored Chair Agreement to read as follows:

(c) be issued annually at least 30 days prior to 31 March in each of ~~2016,~~2017, 2018, 2019, ~~and 2020~~ and 2021.

4. Amend Item 1 of Schedule B of the Sponsored Chair Agreement to read as follows:

Item 1- Monetary Support *

City of Melbourne Monetary Support:

Payment of \$687,350 exclusive of GST will be made by the City of Melbourne as follows: The City of Melbourne will pay the University of Melbourne \$137,470 exclusive of GST, by 31 March in each of ~~2016,~~2017, 2018, 2019, ~~and 2020~~ and 2021 subject to this Agreement including clause 6.

University of Melbourne Monetary Support:

The University will pay for the below recruitment and appointment costs associated with the Chair.

Total position costs are estimated at:

	Salary	Research Allowance	Total
2017 <u>6</u>	232,304	10,000	242,304
2018 <u>7</u>	239,747	10,000	249,747
2019 <u>8</u>	246,940	10,000	256,940
2020 <u>19</u>	255,077	10,000	265,077
2021 <u>0</u>	264,005	10,000	<u>274,005</u>
			<u><u>1,288,073</u></u>

Additional research establishment funds will be made available to the incumbent in their first year to appoint an aligned Postdoctoral Research Fellow (for up to 2 years) or a PhD scholar (for up to 3.5 years).

ANNEXURE A

Sponsored Chair Agreement



DEED OF VARIATION

THIS DEED is made on the 9 day of December 2015

BETWEEN

CITY OF MELBOURNE [55 370 219 287] of 90 – 120 Swanston Street, Melbourne, 3000 in the State of Victoria (“City of Melbourne”)

and

THE UNIVERSITY OF MELBOURNE [ABN 84 002 705 224] a body politic and corporate established in 1853 and constituted under the *University of Melbourne Act 2009 (Vic)*, Parkville, Victoria 3010 (“University”)

(together, the “Parties”)

RECITALS

- A. The Parties are party to the Sponsored Chair Agreement.
- B. The Parties wish to vary Recital C and the Position Description attached as Annexure A of the Sponsored Chair Agreement.
- C. Clause 22.2 of the Sponsored Chair Agreement provides that any modification, alteration, change or variation of the Sponsored Chair Agreement can only be made in writing and executed by both Parties.
- D. The Parties agree to vary the Sponsored Chair Agreement with effect from the Effective Date on the terms and conditions set out in this Deed.

OPERATIVE PART

1. DEFINITIONS

- 1.1 All defined terms in the Sponsored Chair Agreement will have the same meaning in this Deed, unless otherwise specified.
- 1.2 In this Deed the following additional definitions will apply, except where the context otherwise requires:

“Sponsored Chair Agreement” means the agreement between the City of Melbourne and the University dated 7 October 2015, a copy of which is attached as Annexure A to this Deed;

“Effective Date” means the date on which this Deed is signed by the last Party to do so; and

“Schedule of Variations” means the schedule to this Deed.

- 1.3 The following rules apply unless the context otherwise requires:
 - (a) the singular includes the plural and conversely;
 - (b) a gender includes all genders;
 - (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
 - (d) a reference to a person, corporation, trust, sponsorship, unincorporated body or other entity includes any of them;
 - (e) a reference to a clause or schedule is a reference to a clause of, or a schedule to, this Deed;
 - (f) a reference to A\$, \$A, dollar, or \$ is to Australian currency;
 - (g) a reference to time is to Melbourne, Australia time;

- (h) a reference to an agreement or document is to the agreement or document as amended, replaced or otherwise varied, except to the extent prohibited by this Deed or that other agreement or document;
- (i) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it; and
- (j) a reference to "writing" includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form.

1.4 Headings are for convenience only and do not affect interpretation.

2. VARIATION OF SPONSORED CHAIR AGREEMENT

Variation

2.1 The Sponsored Chair Agreement is varied as set out in the Schedule of Variations with effect from the Effective Date.

Balance of Sponsored Chair Agreement

2.2 Except as expressly varied in the Schedule of Variations, all provisions, terms and conditions of the Sponsored Chair Agreement shall continue in full force and effect.

3. GENERAL

3.1 **Governing law.** This Deed is governed by the laws of the State of Victoria, Australia. The Parties submit to the jurisdiction of the courts of the State of Victoria and any courts which may hear appeals from those courts.

3.2 **Amendment.** This Deed may only be amended in writing signed by the Parties.

3.3 **Assignment.** A Party may not assign its rights or obligations arising under this Deed without the prior written consent of the other Parties.

3.4 **Waiver.** A Party's failure to exercise or delay in exercising a right, power or remedy does not operate as a waiver of that right, power or remedy and does not preclude the future exercise of that right, power or remedy. To be effective, a waiver of a right, power or remedy must be in writing and signed by the Party granting the waiver.

3.5 **Severance.** If any provision or part provision of this Deed is invalid or unenforceable, such provision shall be deemed deleted but only to the extent necessary and the remaining provisions of this Deed shall remain in full force and effect.

3.6 **Counterparts.** This Deed may be executed in counterparts.

EXECUTED AS A DEED

SIGNED SEALED AND DELIVERED for and on behalf of the **UNIVERSITY OF MELBOURNE** pursuant to Statute 1.5.6 of the University of Melbourne Statutes by:


Signature of Authorised Officer

Dr Gioconda Di Lorenzo
University Secretary

Name of Authorised Officer

27/11/2015
Date


Signature of Authorised Officer

Professor Glyn Davis
VICE-CHANCELLOR
THE UNIVERSITY OF MELBOURNE


Name of Authorised Officer

3/12/15
Date

SIGNED for and on behalf of **CITY OF MELBOURNE** in the presence of:


Signature of Witness

MERILYN SHUTE
Name of Witness
(block letters)


Signature of authorised person
MANAGER SMART CITY OFFICE
Office held

MICHELE FITZGERALD
Name of authorised person
(block letters)

8/12/15
Date

SCHEDULE OF VARIATIONS

1. Amend Recital C of the Sponsored Chair Agreement to read as follows:

- C. The University and the City of Melbourne have agreed that the University will establish the position of the City of Melbourne Chair in Resilient Cities in the Faculty of Architecture, Building and Planning, located in the Melbourne Sustainable Society Institute with the aim to further research and research training in the field of "Resilient Cities", including in relation to the following:
- (a) taking action to strengthen Melbourne's resilience ~~in the face of expected global warming~~;
 - (b) undertaking research that informs and enhances policy response to economic, social and environmental change; ~~including in particular climate change~~;
 - (c) undertaking research and responses that acknowledge the interdependencies of physical, social and economic factors in framing effective policy action to secure and enhance resilience; and
 - (d) securing and enhancing the community's resilience to address chronic stresses and preparedness in planning for, acting during and recovering from acute shock~~extreme events~~.

2. Substitute the existing Position Description set out in Schedule A with the following:

[see attached "Annexure B"]

ANNEXURE A

Sponsored Chair Agreement

[see attached]

"ANNEXURE A"

AGREEMENT is dated of 7 October 2015

BETWEEN: THE UNIVERSITY OF MELBOURNE a body politic and corporate established in 1853 and constituted under the University of Melbourne Act 2009 ("Act") (ABN 84 002 705 224) of Grattan Street, Parkville, 3010 in the State of Victoria ("University")

AND: CITY OF MELBOURNE (ABN: 55 370 219 287) of 90 – 120 Swanston Street, Melbourne, 3000 in the State of Victoria ("City of Melbourne")

RECITALS:

- A. The University is engaged in tertiary education and research including into "Resilient Cities", a multi-disciplinary "urban resilience" field which aims to enhance the City of Melbourne's social and environmental sustainability.
- B. The University Council is empowered under the Act to make statutes and regulations with respect to any matter whatsoever pertaining to the University and in particular to the employment of its staff.
- C. The University and the City of Melbourne have agreed that the University will establish the position of the City of Melbourne Chair in Resilient Cities in the Faculty of Architecture, Building and Planning, located in the Melbourne Sustainable Society Institute with the aim to further research and research training in the field of "Resilient Cities", including in relation to the following:
 - (a) taking action to strengthen Melbourne's resilience in the face of expected global warming;
 - (b) undertaking research that informs and enhances policy response to environmental change; in particular climate change;
 - (c) undertaking research and responses that acknowledge the interdependencies of physical, social and economic factors in framing effective policy action to secure and enhance resilience; and
 - (d) securing and enhancing the community's resilience and preparedness in planning for, acting during and recovering from extreme events.
- D. The University and the City of Melbourne have a mutual interest in the future development of the field of "Resilient Cities" and have agreed to fund jointly in agreed proportions the Position and specify the terms and conditions of the Position as set out in this Agreement.

THE PARTIES AGREE:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement unless the context otherwise requires:

"Appointee" means the person appointed to the Position;

"Agreement" means this agreement including any recitals, schedules or annexures as varied or amended from time to time in writing;

"City of Melbourne Trade Marks" means the trade marks described in Schedule E;

"Commencement Date" means the date of this Agreement or the date the Appointee commences in the Position at the University, whichever is the later;

"Confidential Information" means and includes all unpatented inventions, ideas, know-how, concepts, trade secrets, processes, techniques, software, products and any and all other unregistered or unpatented intellectual property, financial and business information and all other commercially valuable information of the Disclosing Party which the Disclosing Party regards as confidential to it or which is evident by its nature to be confidential and all copies, notes and records and all related information generated by the Receiving Party based on or arising out of any such disclosure;

"Dean" means the Dean of the Faculty;

"Disclosing Party" means the Party that is disclosing Confidential Information;

"Dispute" means a dispute or difference between the Parties arising out of or in connection with this Agreement or the interpretation of its terms;

"Faculty" means the Faculty of Architecture, Building and Planning;

"Intellectual Property" means all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity and including copyright, discoveries, inventions, patent rights, registered and unregistered trade marks, design rights, circuit layouts and plant varieties and all rights and interests of a like nature including but not limited to methods and techniques, together with any documentation relating to such rights and interests;

"Key Responsibilities" means the responsibilities listed under the heading of the same name in the Position Description;

"Manager Smart City Office" means the key contact officer from the City of Melbourne as specified under clause 21 of this Agreement;

"Notice" means any notice, demand, consent or other communication whatsoever given or made under this Agreement and must be in writing;

"On-costs" includes superannuation, payroll tax (calculated at the time of making the payment), WorkCover, a component for long service leave entitlement where applicable, severance entitlements where applicable and other salary-related payments;

"Parties" means the Parties to this Agreement and their respective successors and permitted assigns, and **"Party"** means any one of them;

"Personal or Health information" means "personal information" as defined in the *Privacy and Data Protection Act 2014* (Vic) or "health information" as defined in the *Health Records Act 2001* (Vic);

"Position" means the position of "the City of Melbourne Chair in Resilient Cities" in the Faculty of Architecture, Building and Planning;

"Position Description" means the written description of the Position set out in Schedule A;

"Privacy and Health Records Acts" means the *Privacy Act 1988* (Cth), the *Privacy and Data Protection Act 2014* (Vic) and the *Health Records Act 2001* (Vic);

"Privacy Principles" means the principles defined under the Privacy Acts;

"Purpose" means the purpose of promoting the Position and the activities to be undertaken by the Appointee in accordance with this Agreement, as specified in the Position Description;

"Receiving Party" means the Party that is receiving Confidential Information;

"Research Support" means the items and amounts set out in Item 2 of Schedule B;

"Statutes and Regulations of the University" means the Statutes and Regulations of the University;

"Study Leave" means leave for the purpose of study as defined in the University's policies;

"Term" means the term of this Agreement provided for in clause 2.2;

"Trade Mark Materials" means any materials on which any University Trade Mark appears, including all goods, printed materials, packaging, notices, advertising and promotional materials and documents.

"University Trade Marks" means the trade marks described in Schedule D; and

"Work Program" means the program of work to be undertaken by the Appointee as agreed by the Steering Committee in accordance with clause 8.

1.2. The following rules apply unless the context requires otherwise:

- (a) the singular includes the plural and conversely;
- (b) a gender includes all genders;
- (c) a reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;
- (d) reference to a Party includes that Party's employees and agents;
- (e) if a word or expression is given a meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- (f) headings are for convenience only and do not affect interpretation;
- (g) in the event of any conflict between the terms and conditions contained in the clauses of this Agreement and any part of the schedules and annexures (if any) then the terms and conditions of the clauses will take precedence;
- (h) a reference to a clause or schedule is a reference to a clause of, or a schedule to, this Agreement;
- (i) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;

- (j) reference to an "agreement" or "document" is to the agreement or document as amended, replaced or otherwise varied, except to the extent prohibited by this Agreement or by that other agreement or document;
- (k) references to the words "include" or "including" are to be construed without limitation;
- (l) references to "GST", "input tax credit", "supply", "tax invoice" and "taxable" have the meanings given to those expressions in the *A New Tax System (Goods and Services Tax) Act 1999* (Commonwealth);
- (m) a reference to "AUD", "\$" or "dollars" means Australian currency.

2. TERM AND FUNDING

- 2.1. The Parties have agreed to continue to fund jointly the Position for the Term of this Agreement.
- 2.2. The Term of this Agreement will commence on the Commencement Date and remain in effect for five years unless extended or terminated earlier in the manner set out in this Agreement.
- 2.3. The Parties may agree to extend the Term of this Agreement in accordance with clauses 16.2 and 22.2 of this Agreement.

3. CONSULTATION

The Parties shall at all times during the Term co-operate to facilitate the effective performance of the Appointee's duties at the University.

4. POSITION

- 4.1. The University agrees to continue to offer the Position during the Term.
- 4.2. The Appointee shall be recruited and appointed pursuant to the University's policies and procedures.
- 4.3. Recruitment shall be undertaken by an interview panel, which, shall comprise three University representatives and three representatives of the City of Melbourne (or as otherwise agreed by the Parties).
- 4.4. Appointment of the Appointee by the University is subject to consent in writing to the appointment from the City of Melbourne (which must be provided as soon as is reasonably practical after the interview panel has recommended the Appointee).
- 4.5. Subject to clauses 8 and 15 the Appointee shall be appointed for the Term.
- 4.6. The Appointee shall be required to perform the duties for the University as outlined in the Position Description in Schedule A excluding any periods of leave approved by the University.
- 4.7. Subject to the Appointee's consent the University shall use its best endeavours to inform the City of Melbourne of any extended periods of leave approved for the Appointee.

- 4.8 The Appointee will provide regular reports, liaise with, and be responsible for all matters relating to their Key Responsibilities to the Dean, Faculty of Architecture, Building and Planning.
- 4.9 The University shall use its best endeavours to obtain written consent from the Appointee to permit the University to share information about the Appointee's performance of the Key Responsibilities.

5. UNIVERSITY'S OBLIGATIONS

- 5.1. The University shall make available at its cost an office, telephone and such other facilities and access to University systems reasonably required by the Appointee at the University to perform the duties referred to in the Position Description and the Work Program.
- 5.2. The University shall assist the Chair to raise or facilitate generation of funding (with an aspirational target of \$5,000,000) over the Term of this Agreement by complying with its obligations under clause **Error! Reference source not found.**

6. FUNDING AND PAYMENT

- 6.1. The University and the City of Melbourne agree to jointly fund the costs of the Position in accordance with this clause 6 and Schedule B.
- 6.2. The University must comply with the University's policies and procedures as the employer of the Appointee for the Key Responsibilities, including in relation to paying all wages and allowances due to the Appointee and making all of the Appointee's employment entitlements available to the Appointee.
- 6.3. In consideration of the University meeting its obligations under this Agreement, the City of Melbourne will pay to the University the amount of **\$687,350 exclusive of GST** to be applied by the University only to the salary, related On-costs and appointment costs incurred by the University in employing the Appointee to undertake the Key Responsibilities.
- 6.4. The University shall submit invoices which shall:
 - (a) be in the format required by the GST law;
 - (b) set out the amount of the GST payable (if applicable) by the City of Melbourne;
 - (c) be issued annually at least 30 days prior to 31 March in each of 2016, 2017, 2018, 2019 and 2020.
- 6.8 If the City of Melbourne wishes to dispute the whole or any portion of the amount stated in an invoice, the following procedure must be adhered to:
 - (a) The City of Melbourne must notify the University of the reasons for disputing that amount within 20 Business Days of receipt of the relevant invoice;
 - (b) The City of Melbourne will pay any portion of the invoice, which is not in dispute in accordance with clause 20; and
 - (c) within 20 Business Days of the City of Melbourne notifying the University of the disputed amount, the City of Melbourne and the University shall meet and endeavour to resolve the dispute in an expeditious and informal manner.

6.9 Where the Parties resolve the dispute regarding the invoice in accordance with clause 6.3(c) the City of Melbourne must pay the invoiced amount as agreed informally within 45 calendar days from the date the resolution was achieved.

Alternatively, if the City of Melbourne and the University fail to achieve a resolution, the matter shall be settled in accordance with the dispute resolution procedures set out in clause 20 of this Agreement.

6.10 The City of Melbourne agrees to make certain Research Support available to the Appointee as specified in Item 2 of Schedule B.

7. ANNUAL PERFORMANCE REVIEW, STATUS REPORTS AND FINAL ACQUITTAL REPORT

7.1 Subject to the University's policies and procedures the University will conduct an annual performance review in relation to the Key Responsibilities and provide:

- (a) six-monthly status reports and an annual performance report for the City of Melbourne;
- (b) an Acquittal Report for the City of Melbourne no later than two months after the end of the Term in accordance with the performance criteria to be agreed by the Steering Committee in accordance with clause 8;
- (c) any other information or data reasonably requested by City of Melbourne.

7.2 Where the University conducts a performance review in which it is determined that the Appointee's performance is unsatisfactory the University shall advise the City of Melbourne as soon as is reasonably possible.

8. STEERING COMMITTEE

8.1 The Parties acknowledge that a Steering Committee will be established comprising six people, three representatives from the City of Melbourne and three representatives from the University of Melbourne, to, among other things, oversee operation of the Appointee.

8.2 The City of Melbourne representatives will be:

- (a) The Director Operations
- (b) The Chief Resilience Officer
- (c) The Manager Smart City Office

8.3 The Steering Committee representatives from the University of Melbourne will be:

- (a) the Dean Architecture Building and Planning;
- (b) the Director Melbourne Sustainable Society Institute; and
- (c) a representative to be nominated by the University of Melbourne who will then be replaced by the Chair of Resilient Cities once the Chair has been appointed.

8.4 The Steering Committee will agree upon its Terms of Reference including, the key performance indicators for research, teaching and community consultation of the Appointee and the Work Program for the Appointee, having reference to this Agreement (particularly clause 4).

8.5 The Steering Committee terms of reference will stipulate: the number of representatives required for a quorum, how decisions will be made if the representatives are evenly divided,

dispute resolution, meeting times location, duration and agendas as required to support this Agreement.

8.6 Other stakeholders may be invited to join or participate in Steering Committee meetings as guests, including subject matter experts and representatives from third parties but will not have voting rights.

8.7 The Parties will be responsible for ensuring that their respective Steering Committee representatives are made aware that if a conflict of interest arises for any member of the Steering Committee the matter will be immediately tabled and the member will abstain from any dialogue relating to that matter.

9 CONFIDENTIALITY AND PRIVACY

9.1 When receiving Confidential Information, the Receiving Party must:

- (a) keep all Confidential Information of the Disclosing Party confidential unless strictly required otherwise by law;
- (b) limit access to those of its personnel reasonably requiring the Confidential Information on a strictly need to know basis;
- (c) not use any Confidential Information in any way other than for the purposes of or as otherwise contemplated by this Agreement without the prior written permission of the Disclosing Party; and
- (d) ensure that all personnel to whom Confidential Information is disclosed are legally bound under the terms and conditions of their employment agreements or otherwise to keep the Confidential Information confidential and not to use the Confidential Information except for the purposes of this Agreement.

9.2 Confidential Information excludes, or as the case requires, ceases to include information, which is, or becomes:

- (a) available to the public at or after the date of its disclosure to the Receiving Party other than through the default of the Receiving Party;
- (b) properly in the possession of the Receiving Party in written form other than by prior confidential disclosure from the Disclosing Party;
- (c) properly available to the Receiving Party from a third party having no obligation of confidentiality to the Disclosing Party; and
- (d) demonstrated by the Receiving Party to be independently developed by an employee or agent of the Receiving Party having no knowledge of such information which is the subject of the disclosure.

9.3 Each Party shall be responsible for ensuring that the Appointee is made aware of:

- (a) the confidentiality obligations imposed on the Parties to this Agreement; and
- (b) the requirement to abide by the confidentiality obligations as they affect his/her services to the University and the City of Melbourne.

9.4 Notwithstanding this clause 9, it is acknowledged by the Parties that any collaborative research undertaken by the Appointee during the Term may be published unless, prior to

the commencement of the research or by written agreement, the Parties have agreed to keep the research confidential.

- 9.5 Both Parties agree to comply with the Privacy Principles established under the Privacy Acts where applicable;
- 9.6 The University must ensure that the Appointee complies with the University's privacy policies and guidelines as amended from time to time in respect of any personal information held by them which they become aware of or have access to in connection with this Agreement and any personal information collected, held, managed, used disclosed or transferred by them in connection with this Agreement. The University's privacy policy can be located at:
<http://www.unimelb.edu.au/unisec/privacy/privacypolicy.html>
- 9.7 The City of Melbourne must ensure that the Appointee complies with the City of Melbourne's privacy policies and guidelines as amended from time to time in respect of any personal information held by them which they become aware of or have access to in connection with this Agreement and any personal information collected, held, managed, used disclosed or transferred by them in connection with this Agreement.
- 9.8 The University must procure separate written consent from the Appointee to disclose information by the University to the City of Melbourne of Personal or Health Information of the Appointee that is relevant to performing the duties of the Position or necessary for the performance of this Agreement.
- 9.9 The commitments and undertakings made in this clause 9 shall survive the termination of this Agreement.

10 INTELLECTUAL PROPERTY

- 10.1 All Intellectual Property rights in any material prepared or developed by a party prior to the Commencement Date vest in that Party.
- 10.2 During the Term, if the Appointee creates or contributes to the creation of any Intellectual Property arising from the Key Responsibilities (**Contract Intellectual Property**) then such Contract Intellectual Property will be jointly owned in proportions to be determined in good faith between the Parties proportionally to their respective contributions.
- 10.3 To the extent that each of the Parties owns any Contract Intellectual Property, the Parties grant one another a royalty-free, irrevocable, non-exclusive licence to use that Contract Intellectual Property for research, academic and teaching purposes.
- 10.4 Both Parties acknowledge that neither Party is permitted to use the Contract Intellectual Property for commercial purposes without the other Party's prior written consent.

11 BRANDING REQUIREMENTS

11.1 City of Melbourne Trade Mark Licence

- 11.1.1 The City of Melbourne grants the University a non-exclusive, non-transferable, royalty-free licence during the Term to use the City of Melbourne Trade Marks, but only for the Purpose and in accordance with the remainder of this clause 11 and this Agreement. The University of Melbourne will ensure that any use or

reproduction of the City of Melbourne's Trade Marks adheres to the City of Melbourne's guidelines which are set out at Schedule or as amended from time to time, providing notice is given to the University of any amended Guidelines in accordance with clause 21."

11.1.2 The University of Melbourne must not display, publish, broadcast, disseminate or otherwise make available to third parties (other than for the purpose of creating or amending those materials), any materials on which the City of Melbourne Trade Marks appear, unless those materials have received the prior written approval of the City of Melbourne.

11.2 University Trade Mark Licence

(a) Licence of University Trade Marks

- (i) The University grants the City of Melbourne a non-exclusive, non-transferable, royalty-free licence during the Term to use the University Trade Marks, but only for the Purpose and in accordance with the remainder of this clause 11 and this Agreement.
- (ii) The City of Melbourne must not sub-license all or any part of the rights granted to it under this clause 11.2.

(b) Approval of Trade Mark Materials

- (i) The City of Melbourne must not display, publish, broadcast, disseminate or otherwise make available to third parties (other than for the purpose of creating or amending those materials), any Trade Mark Materials unless those Trade Mark Materials have received the prior written approval of the University. This obligation applies to any modification or improvement to any part of any Trade Mark Materials notwithstanding any prior approval given by the University in respect of those Trade Mark Materials before the modification or improvement.
- (ii) The City of Melbourne must submit a sample of any Trade Mark Materials to the University under this clause 11.2, and provide to the University with that sample details of how the City of Melbourne proposes to display or otherwise make those Trade Mark Materials available to third parties.
- (iii) Subject to paragraph (iv), the University may grant, grant subject to conditions or withhold approval of any Trade Mark Materials submitted to it under paragraph (ii) in the absolute discretion of the University.
- (iv) If the University does not notify the City of Melbourne that it is granting or withholding its approval of any Trade Mark Materials within 10 Business Days after the City of Melbourne submits those Trade Mark Materials to the University under paragraph (ii), then the University is deemed to have approved those Trade Mark Materials.
- (v) Notwithstanding the need to obtain the approval of the University in respect of Trade Mark Materials under this clause 11.2, the City of Melbourne acknowledges and agrees that it is solely responsible for the Trade Mark Materials and for ensuring that its use of the University Trade Marks complies with this Agreement (including clause 11.2(c)).

(c) Conditions on use of University Trade Marks

The City of Melbourne must:

- (i) use the University Trade Marks in accordance with the requirements set out in:

- (i) the current version of the University's Brand Guidelines Manual as at the Commencement Date, a copy of which is available at <http://marketing.unimelb.edu.au/branding/index.html>; or
 - (ii) with effect from the date on which the University provides to the City of Melbourne an updated version of the manual referred to in paragraph (i), that updated version of the manual;
- (ii) observe all reasonable directions notified to it by the University regarding:
- (i) the nature, standards, characteristics and quality of the Trade Mark Materials;
 - (ii) the representation of the University Trade Marks in and on the Trade Mark Materials; and
 - (iii) the manner in which the City of Melbourne uses the University Trade Marks in respect of the Trade Mark Materials;
- (iii) use its best endeavours to preserve the value and validity of the University Trade Marks; and
- (iv) not knowingly use any of the University Trade Marks in a manner which:
- (i) would bring the University Trade Marks or the University into disrepute or otherwise cause harm to the goodwill attached to the University Trade Marks;
 - (ii) is inconsistent with their distinctiveness and reputation;
 - (iii) would jeopardise or invalidate any registration (or prejudice any application for registration) of the University Trade Marks or could assist or give rise to an application to terminate, revoke or dilute any such registration; or
 - (iv) might prejudice the right or title of the University to the University Trade Marks.

12 APPOINTEE'S OUTSIDE WORK

- 12.1 The Appointee shall be permitted to engage in outside work for reward. The basis upon which the Appointee may carry out outside work for reward shall be as agreed by the Dean of the Faculty in accordance with the University's policies and procedures relating to outside work for Level E in the departments of the Faculty.

13 RESEARCH

- 13.1 The Appointee shall be entitled to seek research funds from the University and other sources and to the extent that funds are available for that purpose, the University and the City of Melbourne may appoint staff to support the research.
- 13.2 The Appointee is required to comply with the regulations, policies and procedures of the University (as amended from time to time) in relation to the conduct of research undertaken at University premises or on behalf of the University.
- 13.3 The Appointee is also required to comply with the requirements of all relevant legislation relating to research.

14 LIAISON

- 14.1 The Parties agree that this Agreement must be administered by a nominated and appropriate representative of each Party to ensure the efficient operation and performance of the Parties under this Agreement.
- 14.2 The University's representative is the Director, Melbourne Sustainable Society Institute and the City of Melbourne's representative is the Manager Smart City Office.

15 DISCIPLINE

- 15.1 For the Key Responsibilities and as an employee of the University, the Appointee shall be subject to the University's regulations, policies and procedures.

16 TERMINATION AND RENEWAL

- 16.1 This Agreement shall terminate:
- (a) five (5) years after the Appointee is appointed;
 - (b) on the resignation or termination becoming effective, for whatever reason, of the Appointee and no suitable replacement being available;
 - (c) should the City of Melbourne become insolvent, be wound up or make or attempt to make an assignment for the benefit of its creditors; or
 - (d) if a Party, who has been notified of a breach which is capable of being remedied, fails to remedy that breach within sixty (60) days of receiving notice.
- 16.2 The Parties agree to review this Agreement approximately twelve (12) months prior to the expiration of the Term and determine at their absolute discretion whether or not:
- (a) they are satisfied with the operation of this Agreement; and
 - (b) will consider entering into a new agreement on the same or similar terms of course not fettering any discretion of the Melbourne City Council.

17 OBLIGATIONS FOLLOWING TERMINATION

At the date of valid termination of this Agreement by either Party under clause 16 or at the expiration of the Term, except for any accrued rights or remedies which either Party may have at that date, each Party is discharged from any liability to the other under this Agreement.

18 INDEMNITY

18.1 University indemnity

The University shall indemnify and keep indemnified the City of Melbourne from and against:

- 18.1.1.1 any claim, demand, action, suit or proceeding that may be made or brought by any person against the City of Melbourne in respect of loss, damage to property or personal injury to or the death of any person whomsoever to the extent to which it arises out of any act, error or omission (including negligence) by the University or any of its staff whilst at the City of Melbourne except to the extent that an amount recoverable by a person in respect of such loss, damage, injury or death is covered by

workers' compensation insurance or other similar coverage (whether provided by way of insurance or not) that the City of Melbourne is required under statute to effect and maintain; and

- 18.1.1.2 any costs and expenses, including but not limited to legal expenses, that may be incurred in connection with any claim, demand, action, suit or proceedings covered by clause 18.1(a).

18.2 Limitation of University indemnity

- (a) The University shall not be liable to indemnify the City of Melbourne to the extent that any loss, damage, personal injury or death covered by clause 18.1 is due to an act, error or omission (including negligence) by the City of Melbourne its staff or agents or by the University or any of its staff whilst doing any other work, in accordance with their contract of engagement, employment or placement with the City of Melbourne.
- (b) The University shall not be liable to indemnify the City of Melbourne or any of its staff or agents for any fraudulent, dishonest or criminal acts or omissions of the City of Melbourne staff or any of its agents.

18.3 The City of Melbourne indemnity

The City of Melbourne shall indemnify and keep indemnified the University from and against:

- (a) any claim, demand, action, suit or proceeding that may be made or brought by any person against the University or any of its staff in respect of loss, damage to property or personal injury to or the death of any person whomsoever to the extent to which it arises out of any act, error or omission (including negligence) by the City of Melbourne or University staff or students doing any other work in accordance with directions given to them by the City of Melbourne, except to the extent that an amount recoverable by a person in respect of such loss, damage, injury or death is covered by workers' compensation insurance or other similar coverage (whether provided by way of insurance or not) that the University is required under statute to effect and maintain; and
- (b) any costs and expenses, including but not limited to legal expenses, that may be incurred in connection with any claim, demand, action, suit or proceedings covered by clause 18.3(a).

18.4 Limitation of the City of Melbourne indemnity

The City of Melbourne shall not be liable to indemnify the University or any of its staff or students to the extent that any loss, damage, personal injury or death covered by clause 18.3 is due to an act, error or omission (including negligence) by the University, unless such act, error or omission was committed by the University staff or students whilst doing any other work in accordance with their contract of engagement, employment or placement with the City of Melbourne. The City of Melbourne shall not be liable to indemnify the University or any of its staff or students for any fraudulent, dishonest or criminal acts or omissions of University staff or students.

19. INSURANCE

19.1 University obligations

The University shall effect and maintain the following insurances for the duration of this Agreement and so long as any actual or potential losses or liabilities remain outstanding under or in respect of it:

- (a) workers' compensation (or other cover provided other than by way of insurance), as and to the extent required by law, in respect of its obligations toward all actual or deemed employees;
- (b) personal accident insurance for students and staff; and
- (c) public liability and covering amounts the University staff and students may be legally liable to pay (including under the indemnity in clause 18) in an amount not less than A\$20M (or such higher amount as may be agreed from time to time by the Parties to reflect industry standards for this insurance) for any one claim and in the aggregate for all claims arising from one source or originating cause.

19.2 Limitation of University obligations

The University shall not be required to maintain public liability covering the University staff and students in respect of acts, errors or omissions committed by them whilst doing any other work in accordance with their contract of engagement, employment or placement with the City of Melbourne.

19.3 The City of Melbourne obligations

The City of Melbourne shall effect and maintain the following insurances, for the duration of this Agreement and so long as any actual or potential losses or liabilities remain outstanding under or in respect of it:

- (a) workers' compensation and employers' liability insurance (or other cover provided other than by way of insurance), as and to the extent required by law, in respect of its obligations toward all actual or deemed employees; and
- (b) public liability insurance covering amounts the City of Melbourne may be legally liable to pay (including under the indemnity in clause 17) in an amount not less than A\$10M (or such higher amount as may be agreed from time to time by the Parties to reflect industry standards for this insurance) for any one claim and in the aggregate for all claims arising from one source or originating cause.

19.4 Verification of University insurance

The City of Melbourne may at any time request in writing that The University provide proof that the insurance or other form of coverage required under clause 18.1 has been effected and maintained. Such a request is reasonable and must be complied with by the University within fourteen (14) days of receipt of the written request.

19.5 Verification of the City of Melbourne insurance

The University may at any time request that the City of Melbourne provide proof that the insurance or other form of coverage required under clause 18.3 has been effected and maintained. Such a request is reasonable and must be complied with by the City of Melbourne within fourteen (14) days of receipt of the written request.

19.6 Claims under WorkCover

The University shall be responsible for ensuring the Appointee is aware that any WorkCover insurance claim arising under this Agreement should be submitted to and managed by the University in relation to the Key Responsibilities in its capacity as the Appointee's employer.

20. DISPUTE RESOLUTION

- 20.1 No Party may commence any court proceedings relating to a Dispute unless the Parties have first complied with this clause 20, except where the Party seeks urgent interlocutory relief.
- 20.2 A Party claiming that a Dispute has arisen must give written notice to the other Party specifying the nature of the Dispute.
- 20.3 On receipt of that notice by the other Party, both Parties must use their best endeavours to resolve the Dispute expeditiously.
- 20.4 If the Parties have not resolved the Dispute within fourteen (14) days of receipt of the notice referred to in sub-clause 20.3, or such further period as agreed in writing by them, the Parties agree to refer the Dispute to the Australian Commercial Disputes Centre, or any other agreed organisation, for mediation in accordance with sub-clauses 20.5 and 20.6.
- 20.5 A mediator appointed to resolve the dispute shall be:
- (a) as agreed in writing between the Parties; or
 - (b) failing such agreement, appointed by the President of the Law Institute of Victoria (or any similar or successor organisation) or his or her nominee.
- 20.6 The mediation shall be confidential with the costs of the mediator being borne equally by the Parties to the dispute and each Party shall bear its own legal costs in relation to the mediation.
- 20.7 If mediation does not resolve the dispute:
- (a) after twenty-eight (28) days;
 - (b) such longer period as agreed by the Parties in writing; or
 - (c) such earlier date as the mediator notifies the Parties in writing that the mediation is at an end,
- then, a Party may give written notice to the other Party that mediation has not resolved the dispute and request in writing that within fourteen (14) days an arbitrator be appointed.
- 20.8 If the Dispute is not resolved at mediation then each Party shall be at liberty to claim their costs against the other Party, including the costs referred to in sub-clause 20.6.
- 20.9 The arbitrator appointed to resolve the Dispute shall be:
- (a) as agreed upon by the Parties; or
 - (b) failing such agreement, appointed by the President of the Law Institute of Victoria (or any similar or successor organisation) or his or her nominee,

and the arbitration shall be carried out in accordance with the *Commercial Arbitration Act 1984 (Vic)*.

21. NOTICES

21.1 Any notice, demand or other communication required to be given or made in writing under this Agreement will be deemed duly given or made if delivered or sent by pre-paid post or facsimile transmission to:

(a) in the case of the University:

Director MSSI Faculty of Architecture, Building and Planning
University of Melbourne
Grattan Street
Parkville VIC 3010
Attention: Professor Brendan Gleeson

(b) In the case of the City of Melbourne

Manager Smart City Office
City of Melbourne
GPO Box 1603, Melbourne VIC 3001
Attention: Mr Austin Ley

22. GENERAL

22.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all communications, negotiations, arrangements and agreements, either oral or written, between the Parties before this Agreement was executed.

22.2 Variation. Any modification, alteration, change or variation of any term and condition of this Agreement shall only be made in writing and executed by both Parties.

22.3 Assignment. A Party may not assign the rights and obligations arising under this Agreement without the prior written consent of the other Party.

22.4 Relationship. The Parties are independent contracting parties, and nothing in this Agreement shall make any Party the employee, partner, agent, legal representative, trust or joint venture of the other for any purpose whatsoever, nor does it grant either Party any authority to assume or to create any obligation on behalf of or in the name of the other.

22.5 Method of Disclosure. The obligations in this Agreement apply irrespective of the method of disclosure whether in writing, in computer software, orally, by demonstration, description, inspection or otherwise.

- 22.6 Costs and Taxes.** Each Party shall bear its own costs arising out of the negotiation, preparation and execution of this Agreement.
- 22.7 Waiver.** A Party's failure to exercise or delay in exercising a right or power does not operate as a waiver of that right or power and does not preclude the future exercise of that right or power.
- 22.8 Further Assurances.** Each Party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement.
- 22.9 Severance.** If any provision of this Agreement is invalid or unenforceable, such provision(s) shall be deemed deleted but only to the extent necessary and the remaining provisions of this Agreement shall remain in full force and effect.
- 22.10 Time of the Essence.** Time is of the essence in the performance of the Services or for anything that required to be done pursuant to this Agreement.
- 22.11 Counterparts.** This Agreement may be executed in counterparts.

EXECUTED AS AN AGREEMENT by the Parties on the day and date last hereinafter mentioned

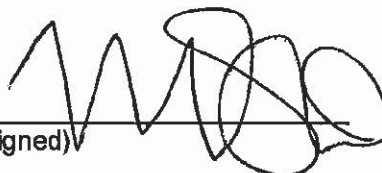
Signed for and on behalf of THE)
UNIVERSITY OF MELBOURNE)
(ABN 84 002 705 224) by its)
authorised officer in the presence of)



Witness (Signature)

W/ BIANCA PANTHER
Name of Witness (print)

28/09/15'
Date



(Signed)

PROFESSOR MARGARET SHEIL
Name of Representative (print)
PROVOST
THE UNIVERSITY OF MELBOURNE

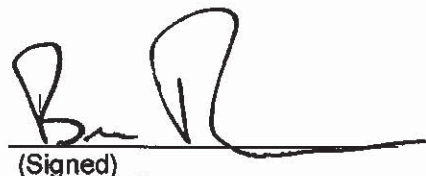
Signed for and on behalf of)
[INSERT SPONSOR NAME] by its)
authorised officer in the presence of)



Witness (Signature)

F. M. WILSON
Name of Witness (print)

7-10-2015
Date



(Signed)

Ben Pinner, Chief Executive
Name of Representative (print)

SCHEDULE A - Position Description

[see attached]



"SCHEDULE A"

FACULTY OF ARCHITECTURE BUILDING AND PLANNING

City of Melbourne Chair in Resilient Cities

POSITION NO	0039345
CLASSIFICATION	Professor (Level E)
SALARY	\$176,027 p.a.
RESEARCH SUPPORT	Additional research establishment funds will be made available to the incumbent in their first year to appoint an aligned Postdoctoral Research Fellow (for up to 2 years) or a PhD scholar (for up to 3.5 years). \$10,000 p.a. research support funds
SUPERANNUATION	Employer contribution of 17%
EMPLOYMENT TYPE	Full-time fixed term (externally funded) position available for five years
OTHER BENEFITS	www.hr.unimelb.edu.au/careers/benefits
CURRENT OCCUPANT	Vacant
HOW TO APPLY	Completed applications should be uploaded at www.perrettlaver.com/candidates quoting reference xxxx. The deadline for applications is 12:00 AEST date 2015.
CONTACT FOR ENQUIRIES ONLY	<i>Perrett Laver</i>

For information about working for the University of Melbourne, visit our website:

www.hr.unimelb.edu.au/careers

Position Summary

The City of Melbourne Chair in Resilient Cities is established by the University of Melbourne and City of Melbourne to:

- take action to strengthen Melbourne's resilience in the face of expected global warming;
- undertake research that informs and enhances policy response to environmental change; in particular climate change;
- undertake research and responses that acknowledge the interdependencies of physical, social and economic factors in framing effective policy action to secure and enhance resilience;
- secure and enhance the community's resilience and preparedness in planning for, acting during and recovering from extreme events.

Located within the Faculty of Architecture, Building and Planning and working closely with the Melbourne Sustainable Society's Institute, the Chair will provide a key point of leadership to align the resilience activities of both the City and the University. The Chair will lead this alignment of resilience across the full scope of the University's faculties and interests.

The Chair will identify and link the University of Melbourne's resources in the fields of urban resilience; identify partnership and funding opportunities, and provide vision and leadership in the development and improved collaborative direction of Faculty's cross disciplinary capacities in the urban field.

Reporting to the Dean and working closely with the Director of MSSSI, the Chair will engage their proven leadership qualities to help develop excellence in others through leading by example and the mentoring of colleagues. Recognising the contribution of many fields of knowledge to resilience scholarship there is scope for a cross Faculty appointment that would reflect the University's multi-disciplinary commitment to urban studies and policy.

The appointee will be an outstanding and well-respected academic with the vision and capacity to help shape and build the future of the urban resilience research and policy making. With a strong international presence and passion for urban resilience research, the appointee will be a leader in the field. This will be demonstrated through a distinguished academic record including through the receipt of major competitive research grants and a substantial publication record.

A key component to the role of the Chair will be to influence and stimulate public debate and policy through engaging with both local and international communities. The incumbent will marshal existing strengths and leverage additional resources in pursuit of a new strategic capacity and influence in the urban resilience field.

The Chair will be required to develop or build upon a research program which attracts substantial research and consultancy funding, and maintain a significant international profile in publications and presentations. The Chair will also represent the university in the urban professions through regular engagement in public consultation around the potential futures of both Melbourne and Victoria.

The Chair also contributes to the refinement and enhancement of student opportunities to build world class teaching and training programs.

The successful candidate will be required to undertake the responsibilities of a Professor of the University and the Faculty as outlined in the document University Expectations of a Professor. All Professors are members of the Academic Board of the University and Professor in Urban Policy Studies will also serve as a member of the Faculty (Board) of Architecture, Building and Planning.

1. Selection Criteria

1.1 ESSENTIAL

The Faculty of Architecture, Building and Planning is strongly committed to building a collaborative and supportive work environment to achieve our high expectations. Leaders in the Faculty will need to demonstrate a capacity to develop and support open communication based upon trust and respect.

The Chair will have attained recognition as an eminent authority in the discipline and achieved distinction at national and international levels as demonstrated through attainment of the specific criteria below:

- 1.1.1 A distinguished career in research, and / or practice in the field of urban resilience studies with a demonstrated passion for the importance of urban policy.
- 1.1.2 A PhD or equivalent folio of research, complemented by a significant record of substantial competitive research grants or design commissions and successfully delivered projects, and a strong record of academic publications or critically assessed projects and professional recognition.
- 1.1.3 A demonstrated capacity to engender and lead collaboration between the research and policy communities, foster research that anticipates and responds to policy necessities, and provide high quality advice to urban leadership.
- 1.1.4 A demonstrated ability to organise and deliver research based training that enhances government capacity and policy response.
- 1.1.5 A demonstrated capacity to contribute successfully to research higher degree supervision.
- 1.1.6 A record of providing high level leadership in a dynamic academic environment, ensuring a capacity to make a major contribution to the intellectual and organisational life of the Faculty and University with the capacity to work collaboratively with colleagues both within and outside the university.
- 1.1.7 A demonstrated capacity to influence public policy and professional practice.
- 1.1.8 A proven capacity to lead change, with a high level of interpersonal skills and the ability to motivate, persuade and negotiate.

2. Special Requirements

- ✦ Not applicable.

3. Key Responsibilities

3.1 RESEARCH

- Contribute significantly to urban resilience science and policy response through collaboration and leadership.

- ▶ Capitalise on all of the University's resources to work on research issues specific to the City of Melbourne with an emphasis on identification of practical and policy applications of resilience research.
- ▶ Develop a strategic research agenda in urban resilience, attract research funding from national and/or international funding bodies, including broader industry and government sources; attract and effectively supervise students in post graduate research degrees; build and mentor a research team working in urban resilience and thus significantly leverage the City of Melbourne's investment in this area.
- ▶ Work to enhance Melbourne's national and international role as a leader in knowledge based urban sustainability and resilience, including working with the City Of Melbourne's Chief Resilience Officer, or an equivalent position, to promote aligned and mutually supportive agendas
- ▶ Disseminate this research appropriately through high quality publications and global participation in meetings and conferences, in line with Faculty expectations of academic staff at Level E.

3.2 ENGAGEMENT

- ▶ Assist the City of Melbourne to assert and enhance Melbourne's national role as a leader in knowledge based urban resilience.
- ▶ Work with the City of Melbourne, its key stakeholders, partners and networks including the Rockefeller Foundation's 100 Resilient Cities (100RC) and the C40 Cities Climate Leadership Group.
- ▶ Connect and augment the expertise and resources of the City and the University in the fields of sustainability and resilience.
- ▶ Cultivate close links with key sector stakeholders including academia, government and industry.
- ▶ Provide expert advice and develop reports to key stakeholders, locally and abroad, on research and other areas pertaining to urban resilience.
- ▶ Manage related engagement activities, symposia and conferences.

3.3 TEACHING AND LEARNING

- ▶ Contribute to the excellence of teaching in the Faculty including through supervision of higher degree research students.

3.4 LEADERSHIP AND SERVICE

- ▶ Provide significant leadership in scholarly research and professional activities relevant to the discipline specifically and to the Faculty as a whole;
- ▶ Make original and innovative contributions to the advancement of scholarship, research and/or supervision in urban resilience;
- ▶ Demonstrate active participation in developing the Faculty research culture.

Deliver on

- ▶ Occupational Health and Safety (OH&S) and Environmental Health and Safety (EH&S) responsibilities as outlined in section 5.

4. Other Information

4.1 BUDGET DIVISION

The Faculty is the leading educational and research institution in the Asia-Pacific region addressing the design and realisation of inhabited environments. It actively seeks to extend the linkages between education, research and practice in the built environment, and maintains excellent and extensive relationships with members of the built environment professions, government, professional associations and the wider community.

The Faculty has nearly 170 staff and approximately 3000 students, one third of whom are international. It is responsible for the undergraduate Bachelor of Environments degree, and offers majors in architecture, landscape architecture, property, construction, and urban design and planning.

The Faculty's graduate school, the Melbourne School of Design teaches accredited masters courses across the professional disciplines of Architecture, Construction Management, Landscape Architecture, Property, Urban Design and Urban Planning.

The MSD is distinctive from its competitors in its aim to inspire learning through interdisciplinary reflection, and its integration of research, teaching, and practice around the environmental implications of all forms of urbanisation. With opportunities to engage in advanced studio and seminar-based learning and research, MSD students develop new perspectives, critical reflection, and modes of action to address the environmental, social and aesthetic challenges in producing sustainable centres of habitation, locally and internationally. Students can take part in field trips which examine the global context of habitable environments.

The Faculty has an international reputation for excellence in research and research training and is a leader in built environment and urban research. Faculty staff are actively engaged in collaborations and partnerships both locally and globally, to produce research that responds to major social, economic and environmental challenges, as well as fundamental research into the built environment in Australia and the Asian region. Our researchers address key issues, such as mitigation of natural disasters, climate change, sustainability, the future of cities, population growth and urban density. We lead debate in many of these areas. We also contribute definitive knowledge and understanding of the history, conservation and heritage of the built and natural environment, built environment practice and management, urban morphology and design research. The Faculty draws its research strength in part from its capacity to work in the multidisciplinary frame of its various built environment disciplines, as well as with colleagues in health, engineering, education, history and social sciences.

Through the MSD, we provide the highest quality research training environment, attracting the best and brightest future researchers in our disciplines from around the world. PhD and MPhil students have access to innovative professional development programs and generous funding support, along with excellent facilities and resources. Our PhD and MPhil graduates are well-rounded professionals, critical thinkers and future research leaders.

We have built strong research foundations by valuing and developing our people, rewarding excellence, and fostering a culture of enquiry, creativity and outstanding scholarship.

More information about ABP can be found at: www.abp.unimelb.edu.au.

4.2 THE UNIVERSITY OF MELBOURNE

The University of Melbourne is a leading international university with a tradition of excellence in teaching and research. With outstanding performance in international rankings, Melbourne is at the forefront of higher education in the Asia-Pacific region and the world. The University of Melbourne is consistently ranked among the world's top universities. Further information about our reputation and global ranking is available at www.futurestudents.unimelb.edu.au/explore/about/reputation-rankings

Established in 1853, shortly after the founding of Melbourne, the University is located just a few minutes from the centre of this global city. The main Parkville campus is recognised as the hub of Australia's premier knowledge precinct comprising eight hospitals, many leading research institutes and a wide range of knowledge-based industries.

The University employs people of outstanding calibre and offers a unique environment where staff are valued and rewarded. Further information about working at The University of Melbourne is available at hr.unimelb.edu.au/careers.

4.1 GROWING ESTEEM, THE MELBOURNE CURRICULUM AND RESEARCH AT MELBOURNE: ENSURING EXCELLENCE AND IMPACT TO 2025

Growing Esteem describes Melbourne's strategy to achieve its aspiration to be a public-spirited and internationally-engaged institution, highly regarded for making distinctive contributions to society in research and research training, learning and teaching, and engagement. www.growingesteem.unimelb.edu.au

The University is at the forefront of Australia's changing higher education system and offers a distinctive model of education known collectively as the Melbourne Curriculum. The new educational model, designed for an outstanding experience for all students, is based on six broad undergraduate programs followed by a graduate professional degree, research higher degree or entry directly into employment. The emphasis on academic breadth as well as disciplinary depth in the new degrees ensures that graduates will have the capacity to succeed in a world where knowledge boundaries are shifting and reforming to create new frontiers and challenges. In moving to the new model, the University is also aligning itself with the best of emerging European and Asian practice and well-established North American traditions.

The University's global aspirations seek to make significant contributions to major social, economic and environmental challenges. Accordingly, the University's research strategy *Research at Melbourne: Ensuring Excellence and Impact to 2025* aspires to a significant advancement in the excellence and impact of its research outputs.

<http://www.unimelb.edu.au/research/research-strategy.html>

The strategy recognises that as a public-spirited, research-intensive institution of the future, the University must strive to make a tangible impact in Australia and the world, working across disciplinary and sectoral boundaries and building deeper and more substantive engagement with industry, collaborators and partners. While cultivating the fundamental enabling disciplines through investigator-driven research, the University has adopted three grand challenges aspiring to solve some of the most difficult problems facing our world in the next century. These Grand Challenges include:

Understanding our place and purpose – The place and purpose grand challenge centres on understanding all aspects of our national identity, with a focus on Australia's 'place' in the Asia-Pacific region and the world, and on our 'purpose' or mission to improve all dimensions of the human condition through our research.

Fostering health and wellbeing – The health and wellbeing grand challenge focuses on building the scale and breadth of our capabilities in population and global health; on harnessing our contribution to the 'convergence revolution' of biomedical and health research, bringing together the life sciences, engineering and the physical sciences; and on addressing the physical, mental and social aspects of wellbeing by looking beyond the traditional boundaries of biomedicine.

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Essential to tackling these challenges, an outstanding faculty, high performing students, wide collaboration including internationally and deep partnerships with external parties form central components of Research at Melbourne: Ensuring Excellence and Impact to 2025.

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Another key priority for the University is access and equity. The University of Melbourne is strongly committed to an admissions policy that takes the best students, regardless of financial and other disadvantage. An Access, Equity and Diversity Policy Statement, included in the University Plan, reflects this priority.

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The Vice Chancellor is the Chief Executive Officer of the University and responsible to Council for the good management of the University.

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5. Occupational Health and Safety (OHS)

All staff are required to take reasonable care for their own health and safety and that of other personnel who may be affected by their conduct.

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<http://safety.unimelb.edu.au/topics/responsibilities/>

These include general staff responsibilities and those additional responsibilities that apply for Managers and Supervisors and other Personnel.

SCHEDULE B

Item 1- Monetary Support *

City of Melbourne Monetary Support:

Payment of \$687,350 exclusive of GST will be made by the City of Melbourne as follows:
The City of Melbourne will pay the University of Melbourne \$137,470 exclusive of GST, by 31 March in each of 2016, 2017, 2018, 2019 and 2020 subject to this Agreement including clause 6.

University of Melbourne Monetary Support:

The University will pay for the below recruitment and appointment costs associated with the Chair.

Total position costs are estimated at:

	Salary	Research Allowance	Total
2016	232,304	10,000	242,304
2017	239,747	10,000	249,747
2018	246,940	10,000	256,940
2019	255,077	10,000	265,077
2020	264,005	10,000	<u>274,005</u>
			<u>1,288,073</u>

Additional research establishment funds will be made available to the incumbent in their first year to appoint an aligned Postdoctoral Research Fellow (for up to 2 years) or a PhD scholar (for up to 3.5 years).

Item 2- City of Melbourne Research Support

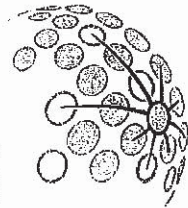
The City Of Melbourne will provide the Appointee with access to City of Melbourne staff and information that the Steering Committee deems reasonable and sufficient for the Appointee to perform his or her function.

SCHEDULE C

1. Severance Pay

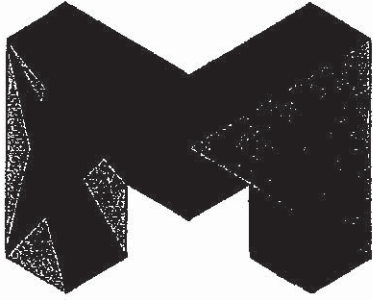
As per the University's EBA

SCHEDULE D – University Trade Mark



MELBOURNE SUSTAINABLE
SOCIETY INSTITUTE

SCHEDULE E – City of Melbourne Trade Mark



CITY OF MELBOURNE



CITY OF MELBOURNE

SCHEDULE F – CITY OF MELBOURNE GUIDELINES

**2.8 MASTER BRAND TOOLKIT
THE COM LOGO**

OUR MASTER BRAND MARK: THE COM LOGO

All City of Melbourne activities are represented by our master brand mark: the COM logo. There are no other sub-brands or logos for any of our businesses, services, experiences, venues, regulations, initiatives or programs.

The City of Melbourne M logo is made up of two components: the M symbol and the logotype.

The COM logo must appear on all communications generated from all areas of City of Melbourne.

M LOGO CONFIGURATIONS

The COM logo can be used in three different configurations:

PRIMARY

This logo format is required for all branding unless it is compromised by a particular design or size. If this is the case, one of the secondary logos can be applied.

SECONDARY A

Used when there are space and layout restrictions.

SECONDARY B

For small scale usage such as mobile sites.

All other versions of the logo are no longer to be used and the M logo must appear exclusively on all communications generated from all areas of City of Melbourne.

PRIMARY LOGO



CITY OF MELBOURNE



CITY OF MELBOURNE



CITY OF MELBOURNE

SECONDARY LOGO A



SECONDARY LOGO B



**2.9 MASTER BRAND TOOLKIT
THE COM LOGO - COLOUR**

The City of Melbourne logo exists in three versions: full colour, black and white.

FULL COLOUR

The full colour version is the preferred option, and should be used over white or light backgrounds only.

BLACK

The black version may be used in situations where the colour version clashes with the design of a communication, or when colour reproduction is not possible. It is suitable to be used over white or pale backgrounds.

WHITE

The white version may be used where the legibility of the colour or black logo is compromised, for example over dark backgrounds or overlay on design and photos.

FULL COLOUR



CITY OF MELBOURNE



BLACK VERSION



CITY OF MELBOURNE



WHITE VERSION



**2.10 MASTER BRAND TOOLKIT
COM LOGO MINIMUM SIZES AND MARGIN GUIDE**

MINIMUM SIZE

To ensure legibility, the City of Melbourne logo must not be reproduced smaller than the sizes on the right.

MARGIN

There must also be a defined margin space around the logo. This area must also remain free of other graphic elements, type, logos etc.

A3 AND LARGER FORMAT

Primary logo minimum size - 20mm
At least 15mm indentation from edges
For documents larger than A3, please seek advice from your CASH adviser

A4 DOCUMENT TO A3

Primary logo minimum size - 20mm
Secondary logo minimum size - 10mm
10mm indentation from edges

A5 / DL DOCUMENT

Primary logo minimum size - 16mm
Secondary logo minimum size - 10mm
8mm indentation from edges

A6 DOCUMENT

Primary logo minimum size - 15mm
Secondary logo minimum size - 10mm
6mm indentation from edges

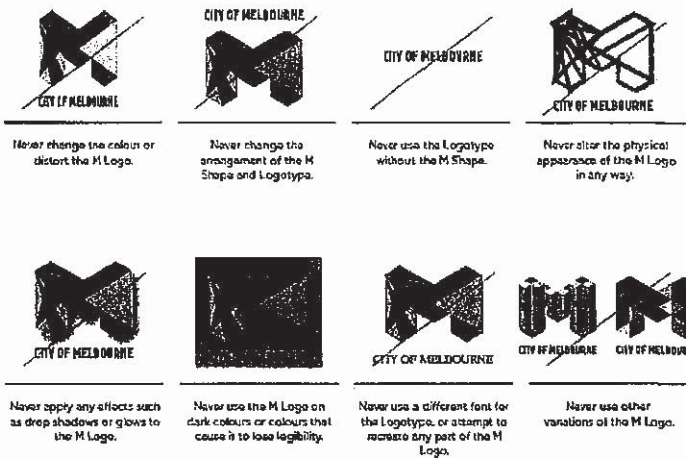


2.13 MASTER BRAND TOOLKIT
INCORRECT USE OF CoM LOGO

To maintain brand equity and consistency of application it is essential that the CoM logo is never altered in any way.

Here are a few examples of what not to do.

It is essential that the M Logo is always reproduced from the master artwork and never recreated or cut and pasted from secondary sources.



2.14 MASTER BRAND TOOLKIT
SPONSORSHIP, COMMUNITY GRANTS AND PARTNERSHIP COMMUNICATIONS

When City of Melbourne is the primary owner and sponsored or partnered by another party, there are two usage options available:

PREFERRED USAGE

Where possible, the primary version of the CoM logo must always appear in the bottom right of the page, with the partner logo aligned on the left side of the page.

The CoM Logo should always be given prominence over partner logos – at least 10% larger. Partner logos should never appear visually bigger or more prominent than the City of Melbourne logo.

ALTERNATE USAGE

In situations where the CoM Logo has to appear with a series of other logos, the secondary CoM logo can be used to maintain brand presence.



PREFERRED USAGE



ALTERNATE USAGE

**2.15 MASTER BRAND TOOLKIT
SPONSORSHIP, COMMUNITY GRANTS AND PARTNERSHIP COMMUNICATIONS**

When communications require that logos are used on solid areas of colour or over imagery, the City of Melbourne logo can be 'hoisted' in the 30° angle shown right.

It is important that the 'hoisting' for the City of Melbourne logo is visible and forms a clear difference between it and the background elements.

Partner logos should be more black over lighter backgrounds. Heavier background colours will require the partner logos to be reversed out in white.

WHEN CITY OF MELBOURNE IS THE 'SPONSOR' AND NOT THE PRIMARY 'OWNER'

Our CoM logo requirements should be included in any agreements made with any external party. Our primary CoM logo is required in the first instance.

When City of Melbourne is a sponsor of an event, and the logo is to appear with other logos, the secondary City of Melbourne logo can be used to maintain brand prominence.

Final approval of logo placements must be gained by emailing: logosapproval@melbourne.vic.gov.au

PRIMARY OWNER EVENT EXAMPLE



SPONSORED EVENT EXAMPLE





FACULTY OF ARCHITECTURE BUILDING AND PLANNING

City of Melbourne Chair in Resilient Cities

POSITION NO	0039345
CLASSIFICATION	Professor (Level E)
SALARY	\$176,027 p.a.
RESEARCH SUPPORT	Additional research establishment funds will be made available to the incumbent in their first year to appoint an aligned Postdoctoral Research Fellow (for up to 2 years) or a PhD scholar (for up to 3.5 years). \$10,000 p.a. research support funds
SUPERANNUATION	Employer contribution of 17%
EMPLOYMENT TYPE	Full-time fixed term (externally funded) position available for five years
OTHER BENEFITS	http://about.unimelb.edu.au/careers/working/benefits
CURRENT OCCUPANT	Vacant
HOW TO APPLY	Perrett Laver is assisting the University with this recruitment; please do not apply via the University website. Please upload your completed application at www.perrettlaver.com/candidates quoting reference 2239. Deadline for applications: 12:00 noon AEDT Friday 22 January 2016.
CONTACT FOR ENQUIRIES ONLY	Diana Mezei in the Asia-Pacific office of Perrett Laver Tel +61 (0) 2 8354 4000 Email diana.mezei@perrettlaver.com

For information about working for the University of Melbourne, visit our website:
about.unimelb.edu.au/careers
joining.unimelb.edu.au

Position Summary

The City of Melbourne Chair in Resilient Cities is established by the University of Melbourne and City of Melbourne to:

- take action to strengthen Melbourne's resilience;
- undertake research that informs and enhances policy response to economic, social and environmental change; including climate change;
- undertake research and responses that acknowledge the interdependencies of physical, social and economic factors in framing effective policy action to secure and enhance resilience;
- secure and enhance the community's resilience to address chronic stresses and preparedness in planning for, acting during and recovering from acute shocks.

Located within the Faculty of Architecture, Building and Planning and working closely with the Melbourne Sustainable Society's Institute, the Chair will provide a key point of leadership to align the resilience activities of both the City and the University. The Chair will lead this alignment of resilience across the full scope of the University's faculties and interests.

The Chair will identify and link the University of Melbourne's resources in the fields of urban resilience; identify partnership and funding opportunities, and provide vision and leadership in the development and improved collaborative direction of Faculty's cross disciplinary capacities in the urban field.

Reporting to the Dean and working closely with the Director of MSSSI, the Chair will engage their proven leadership qualities to help develop excellence in others through leading by example and the mentoring of colleagues. Recognising the contribution of many fields of knowledge to resilience scholarship there is scope for a cross Faculty appointment that would reflect the University's multi-disciplinary commitment to urban studies and policy.

The appointee will be an outstanding and well-respected academic with the vision and capacity to help shape and build the future of the urban resilience research and policy making. With a strong international presence and passion for urban resilience research, the appointee will be a leader in the field. This will be demonstrated through a distinguished academic record including through the receipt of major competitive research grants and a substantial publication record.

A key component to the role of the Chair will be to influence and stimulate public debate and policy through engaging with both local and international communities. The incumbent will marshal existing strengths and leverage additional resources in pursuit of a new strategic capacity and influence in the urban resilience field.

The Chair will be required to develop or build upon a research program which attracts substantial research and consultancy funding, and maintain a significant international profile in publications and presentations. The Chair will also represent the university in the urban professions through regular engagement in public consultation around the potential futures of both Melbourne and Victoria.

The Chair also contributes to the refinement and enhancement of student opportunities to build world class teaching and training programs.

The successful candidate will be required to undertake the responsibilities of a Professor of the University and the Faculty as outlined in the document University Expectations of a Professor. All Professors are members of the Academic Board of the University and Professor in Urban Policy Studies will also serve as a member of the Faculty (Board) of Architecture, Building and Planning.

1. Selection Criteria

1.1 ESSENTIAL

The Faculty of Architecture, Building and Planning is strongly committed to building a collaborative and supportive work environment to achieve our high expectations. Leaders in the Faculty will need to demonstrate a capacity to develop and support open communication based upon trust and respect.

The Chair will have attained recognition as an eminent authority in the discipline and achieved distinction at national and international levels as demonstrated through attainment of the specific criteria below:

- 1.1.1 A distinguished career in research, including applied research, in the field of urban resilience studies with a demonstrated passion for the importance of urban policy.
- 1.1.2 A PhD or equivalent folio of research, complemented by a significant record of substantial competitive research grants and successfully delivered projects, and a strong record of academic publications or critically assessed projects and professional recognition.
- 1.1.3 A demonstrated capacity to engender and lead collaboration between the research and policy communities, foster research that anticipates and responds to policy necessities, and provide high quality advice to urban leadership.
- 1.1.4 A demonstrated ability to organise and deliver research based training that enhances government capacity and policy response.
- 1.1.5 A demonstrated capacity to contribute successfully to research higher degree supervision.
- 1.1.6 A record of providing high level leadership in a dynamic academic environment, ensuring a capacity to make a major contribution to the intellectual and organisational life of the Faculty and University with the capacity to work collaboratively with colleagues both within and outside the university.
- 1.1.7 A demonstrated capacity to influence public policy and professional practice.
- 1.1.8 A proven capacity to lead change, with a high level of interpersonal skills and the ability to motivate, persuade and negotiate.

2. Special Requirements

Not applicable.

3. Key Responsibilities

3.1 RESEARCH

Contribute significantly to urban resilience science and policy response through collaboration and leadership.

Capitalise on all of the University's resources to work on research issues specific to the City of Melbourne with an emphasis on identification of practical and policy applications of resilience research.

Develop a strategic research agenda in urban resilience, attract research funding from national and/or international funding bodies, including broader industry and government sources; attract and effectively supervise students in post graduate research degrees; build and mentor a research team working in urban resilience and thus significantly leverage the City of Melbourne's investment in this area.

Work to enhance Melbourne's national and international role as a leader in knowledge based urban sustainability and resilience, including working with the City Of Melbourne's Chief Resilience Officer, or an equivalent position, to promote aligned and mutually supportive agendas

Disseminate this research appropriately through high quality publications and global participation in meetings and conferences, in line with Faculty expectations of academic staff at Level E.

3.2 ENGAGEMENT

Assist the City of Melbourne to assert and enhance Melbourne's national role as a leader in knowledge based urban resilience.

Work with the City of Melbourne, its key stakeholders, partners and networks including the Rockefeller Foundation's 100 Resilient Cities (100RC) and the C40 Cities Climate Leadership Group.

Connect and augment the expertise and resources of the City and the University in the fields of sustainability and resilience.

Cultivate close links with key sector stakeholders including academia, government and industry.

Provide expert advice and develop reports to key stakeholders, locally and abroad, on research and other areas pertaining to urban resilience.

Manage related engagement activities, symposia and conferences.

3.3 TEACHING AND LEARNING

Contribute to the excellence of teaching in the Faculty including through supervision of higher degree research students.

3.4 LEADERSHIP AND SERVICE

Provide significant leadership in scholarly research and professional activities relevant to the discipline specifically and to the Faculty as a whole;

Make original and innovative contributions to the advancement of scholarship, research and/or supervision in urban resilience;

Demonstrate active participation in developing the Faculty research culture.

Deliver on

Occupational Health and Safety (OH&S) and Environmental Health and Safety (EH&S) responsibilities as outlined in section 5.

4. Other Information

4.1 BUDGET DIVISION

The Faculty is the leading educational and research institution in the Asia-Pacific region addressing the design and realisation of inhabited environments. It actively seeks to extend the linkages between education, research and practice in the built environment, and maintains excellent and extensive relationships with members of the built environment professions, government, professional associations and the wider community.

The Faculty has nearly 170 staff and approximately 3000 students, one third of whom are international. It is responsible for the undergraduate Bachelor of Environments degree, and offers majors in architecture, landscape architecture, property, construction, and urban design and planning.

The Faculty's graduate school, the Melbourne School of Design teaches accredited masters courses across the professional disciplines of Architecture, Construction Management, Landscape Architecture, Property, Urban Design and Urban Planning.

The MSD is distinctive from its competitors in its aim to inspire learning through interdisciplinary reflection, and its integration of research, teaching, and practice around the environmental implications of all forms of urbanisation. With opportunities to engage in advanced studio and seminar-based learning and research, MSD students develop new perspectives, critical reflection, and modes of action to address the environmental, social and aesthetic challenges in producing sustainable centres of habitation, locally and internationally. Students can take part in field trips which examine the global context of habitable environments.

The Faculty has an international reputation for excellence in research and research training and is a leader in built environment and urban research. Faculty staff are actively engaged in collaborations and partnerships both locally and globally, to produce research that responds to major social, economic and environmental challenges, as well as fundamental research into the built environment in Australia and the Asian region. Our researchers address key issues, such as mitigation of natural disasters, climate change, sustainability, the future of cities, population growth and urban density. We lead debate in many of these areas. We also contribute definitive knowledge and understanding of the history, conservation and heritage of the built and natural environment, built environment practice and management, urban morphology and design research. The Faculty draws its research strength in part from its capacity to work in the multidisciplinary frame of its various built environment disciplines, as well as with colleagues in health, engineering, education, history and social sciences.

Through the MSD, we provide the highest quality research training environment, attracting the best and brightest future researchers in our disciplines from around the world. PhD and MPhil students have access to innovative professional development programs and generous funding support, along with excellent facilities and resources. Our PhD and MPhil graduates are well-rounded professionals, critical thinkers and future research leaders.

We have built strong research foundations by valuing and developing our people, rewarding excellence, and fostering a culture of enquiry, creativity and outstanding scholarship.

More information about ABP can be found at: www.abp.unimelb.edu.au.

4.2 THE UNIVERSITY OF MELBOURNE

The University of Melbourne is a leading international university with a tradition of excellence in teaching and research. With outstanding performance in international rankings, Melbourne is at the forefront of higher education in the Asia-Pacific region and the world. The University of Melbourne is consistently ranked among the world's top universities. Further information about our reputation and global ranking is available at www.futurestudents.unimelb.edu.au/explore/about/reputation-rankings

Established in 1853, shortly after the founding of Melbourne, the University is located just a few minutes from the centre of this global city. The main Parkville campus is recognised as the hub of Australia's premier knowledge precinct comprising eight hospitals, many leading research institutes and a wide range of knowledge-based industries.

The University employs people of outstanding calibre and offers a unique environment where staff are valued and rewarded. Further information about working at The University of Melbourne is available at hr.unimelb.edu.au/careers.

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