
MEMORANDUM OF UNDERSTANDING

Between

The International Network of Women Engineers and Scientists (INWES)

And

The Institution of Engineers Australia

This Memorandum of Understanding (MOU) is to record the arrangements by which these organisations agree to co-sponsor a conference on women scientists and engineers~~(include here the purpose of the conference), the 15th in the ICWES conference series~~. These arrangements include the provision of financial support, the underwriting of financial risks, and the disbursement of surpluses resulting from the activity as described below.

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1 SUBJECT OF THE MOU

- 1.1 The International Network of Women Engineers and Scientists (INWES) and The Institution of Engineers Australia trading as Engineers Australia (EA), hereinafter referred to as "the parties" agree to jointly organise the conference International Conference for Women Engineers and Scientists (ICWES15), hereinafter referred to as "The Conference" to be held in Adelaide South Australia in July 2011.
- 1.2 The organisations concerned seek to foster and promote women engineers and scientists by providing a forum to review knowledge, disseminate information, promote awareness, facilitate collaboration, and make recommendations.
- 1.3 This agreement will be oversighted by a Conference Executive Committee comprising:
 - (a) Ms Monique Frizes, President, and Ms Sue Bird, ~~Director Conferences~~Vice President (Conferences), of INWES
 - (b) Mr. Martin Dwyer, Director, Engineering Practice, and Dr. Marlene Kanga, Chair, National Committee for Women in Engineering, Engineers Australia.
- 1.4 Engineers Australia will enter into the following arrangements on behalf of the Conference Executive Committee and keep the Committee advised of these arrangements:
 - 1.4.1 Sponsorship partnerships with organisations in the public and private sector on behalf of the Conference Partners.
 - 1.4.2 Partnership arrangements with other national organisations of scientists and engineers based in Australia and New Zealand on behalf of the Conference Partners.

2 THE AGREEMENT

- 2.1 The parties agree to contribute to the planning and organisation of the conference and to use their best efforts to promote the success of the event.
- 2.2 The parties agree to establish a Conference Organising Committee. The Co-Chairs for this Committee will be Dr. Marlene Kanga, Chair National Committee Women in Engineering and Ms. Ha Do, Chair, South Australia Division Women in Engineering Committee, Engineers Australia. The Conference Organising Committee will be primarily responsible for the general organisation of the conference. This responsibility includes the appointment of a Professional Conference Organiser (PCO) to assist the Committee.
- 2.2.1 The parties agree that Engineers Australia shall appoint a staff member to be a member of the organising committee. The particular duties of this member will be
- (a) To oversee the PCO selection and appointment process in accordance with Engineers Australia's policies procedures and guidelines, and
 - (b) To actively monitor, review and approve all budgets and variations thereto and provide all financial reports.
- 2.2.2 The parties agree that the each partner will provide support for ICWES15 as listed in **Schedule 1**.
- 2.3 The parties agree to provide financial support to the Conference according to the following arrangements. Each organisation undertakes to provide advance funds (seed money) according to the agreed budget and to underwrite the activity against loss on an agreed basis as follows:
- 2.3.1 INWES to provide US\$5000 within 6 months after the closing of the previous conference (here, ICWES14th) by 30th November 2008 as seed funding to be returned as a priority from the surplus of the Conference. Seed funding will be returned by 30th November 2011. There will be no interest payable on this funding and no return if the Conference results in zero or negative surplus. No further financial contributions will be required from INWES.
- 2.3.2 Engineers Australia to provide the balance of funding as required.
- 2.3.3 All expenses and receipts including sponsorship funding will be to the ICWES15 Bank Account established and operated by Engineers Australia or the PCO by agreement. INWES will be provided with accounts relating to these funds on a regular basis (every 6 months in the first two years and every two months during the last 6 months prior to the event start date).

2.4 Any surplus resulting from the ICWES15 as shown by the final audited accounts shall be shared amongst the parties according to the formula described in **Schedule 2**.

2.5 The Conference Organising Committee will provide a final report, including an independent ~~financial review~~~~audit~~ report, to the parties within 90 business days of the conclusion of the conference. The cost of this ~~audit~~report will be regarded as a legitimate cost of conducting the conference. This cost will be allowed for in the conference budget and will be paid for from conference revenues. A business day is regarded as a day on which trading banks in Adelaide are open for business.

Commented [MF1]: A review costs twice less than an audit and we would be content with that.

3 INTELLECTUAL PROPERTY

3.1 The parties agree that all papers that comprise the program for the conference shall be considered works under the terms of this Agreement. Both parties expressly agree that all works prepared or deliverable under this Agreement, in whatever stage of completion, shall be irrevocably assigned to Engineers Australia and INWES and shall remain the sole property of Engineers Australia and INWES except in the instance of previously copyrighted materials used in the work that are known to be the property of another party. Upon termination or expiration of this Agreement, Engineers Australia and INWES shall retain all materials and property belonging to or created for the Conference. All intellectual property, including trademarks, developed for the Congress are and shall remain the jointly owned property of Engineers Australia and INWES.

3.2 The printed proceedings of the ICWES15 shall be provided at registration and shall contain the abstracts and full length papers on CD-ROM. A listing of the abstracts will be made available on the conference website in advance of the conference to provide ample opportunity for conference attendees to view the program and organize their participation.

3.3 The ISBN number for the conference proceedings will be obtained from Engineers Australia library at library@engineersaustralia.org.au or Ph. 02 6270 6535. One copy of the published Proceedings shall be deposited with Engineers Australia Library, one copy with the Legal Deposit Unit of the National Library of Australia, and one copy with INWES.

3.4 The parties agree that a copy of each paper presented at the conference will be placed on the RMIT Publishing "Informit E Library" database.

4 DISPUTE RESOLUTION

4.1 The parties agree that any dispute arising during the course of this Agreement will be dealt with as follows:

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- (a) first, the party claiming that there is a dispute will send to the other party written notice setting out the nature of the dispute;
 - (b) secondly, the parties will try to resolve the dispute by direct negotiation, including by referring the matter to persons who may have authority to intervene and direct some form of resolution;
 - (c) thirdly, the parties have fifteen (15) business days from the sending of the written notice to reach a resolution or to agree that the dispute will be submitted to mediation or some other form of alternative dispute resolution procedure; and
 - (d) lastly, if :
 - (i) there is no resolution or agreement; or
 - (ii) there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within fifteen (15) business days of the submission, or such extended time as the parties may agree in writing before the expiration of the fifteen (15) business days,

Then, either party may commence legal procedures.

This paragraph does not apply to action by either party under or purportedly under the following paragraph entitled "Variations and withdrawal from the Agreement"

Each party will bear its own costs of complying with this paragraph entitled "Dispute Resolution" and the parties must equally bear the cost of any third person appointed by or on behalf of the parties.

5 VARIATIONS AND WITHDRAWAL FROM THE AGREEMENT

- 5.1 Should a variation to these arrangements be proposed, or at some point preceding the conference any of the parties desires to withdraw from the agreement, the Executive Committee will decide how the joint agreement may be varied.

6 COUNTERPARTS

This Memorandum of Understanding may be executed in any number of counterparts and all those counterparts taken together shall constitute one and the same document.

This Memorandum of Understanding has been agreed by the participating parties as shown by the following signatures:

The International Network of Women Engineers and Scientists (INWES

Signed: _____

Monique Frizes, President

Dated: _____

Engineers Australia

Signed: _____

Martin Dwyer, Director Engineering Practice for the Chief Executive

Dated: _____

SCHEDULE 1

CONTRIBUTIONS OF ENGINEERS AUSTRALIA and INWES to ICWES15 2011

Engineers Australia will:

- 1 Be responsible for the planning and execution of ICWES15 in July 2011, Adelaide, South Australia
- 2 Develop a budget for this Conference
- 3 Approach sponsors and partners to ensure the financial viability of the Conference
- 4 Use its resources to publicise ICWES15 2011 through its media and publications and relationships with the Australian media and with other professional organisations.
- 5 Be responsible for Conference expenses, for example, venue, equipment, meeting rooms, speakers etc.
- 6 Be responsible for receipt of all revenues including delegate fees, sponsorships, grants and other funding
- 7 Provide a 10% discount on conference registration ~~to~~by members of INWES; this includes members of organisations which are themselves members of INWES; the list of paid members will be provided to the organising committee prior to the date at which the fees increase. The membership does not apply for late registrations.
- 8 Distribute any surplus from the ICWES15 Conference to INWES centrally, as provided in Schedule 2 of this document.
- 9 Provide meeting facilities for the INWES Board meeting comprising 2 full days prior to conference at the offices of Engineers Australia South Australia Division in Adelaide and one full day after the closing of the conference for the new elected Board.
- 10 Provide facilities for an INWES Member meeting during one afternoon of the conference, at a venue to be determined, depending on numbers expecting to attend
- 11 Ensure that a delegate ~~to~~ attends ICWES14 to become familiar with the requirements for an ICWES Conference.
- 12 Engineers Australia and its staff and the Conference Organising Committee will:
 - 12.1 Be involved in Fundraising and Partnership Development
 - 12.2 Be involved in Conference Programme Development
 - 12.3 Appoint a Professional Conference Organiser (PCO) based in Adelaide to :
 - Establish the Conference web-site
 - Negotiate Conference venue details
 - Plan social events
 - Arrange –speakers, call for papers etc.
 - Receive abstracts for papers and approve the same
 - Organise peer review for papers submitted for the Conference, where required.

- Organise delegate registration
- Provide information on accommodation options
- Provide information on Tours and Travel (and possible offer a number of post-conference tours that participants would buy.

13 Appoint an accredited Travel Agent to organise accommodation and travel arrangements

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The International Network for Women Engineers and Scientists (INWES) will provide:

- 1 Advice on sponsorship and fundraising strategies
- 2 Publicity for ICWES15 through the INWES website and INWES' vast network of organisations other networks and our newsletters.
- 3 Fundraising and support for ICWES15 from relevant organisations
- 4 Information on potential delegates (previous ICWES delegates, organisations, members of INWES, other contacts)
- 5 Support to ensure that Corporate Members of INWES are very much aware involved of in ICWES15 and of opportunities will for them to support the Conference by the attendance of delegates and financial support where possible
- 6 US\$5000 seed funding to commence planning for ICWES15 as described in Clause 2.3.1.

Commented [S2]: I don't think this sits very well here, as it's not a document we're sending out for publicity etc. We have already agreed the basis with EA, this MOU is just a formalisation. I would delete it.

Provide models of letters of invitation for visa applications and also of fundraising endeavours done at previous conferences, especially applications to government etc. for funding delegates from developing countries. A copy of an application for funding from CIDA for supporting developing countries participants and a model of the competition held in Canada for ICWES12 for travel grants can be provided upon request.

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7 Visa and Travel Arrangements

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It should be noted that:

- 1 Visa arrangements will need to be made by delegates in their own country.
- 2 All travel costs are to be borne by delegates to the Conference.

SCHEDULE 2

ARRANGEMENTS TO SHARE THE SURPLUS IF ANY FROM ICWES15 2011 BETWEEN ENGINEERS AUSTRALIA and INWES

The Surplus from ICWES15, as confirmed by audited accounts, will be paid to INWES as follows:

- 10% of the surplus up to A\$10,000
- 20% of the surplus between A\$10,000 and A\$30,000
- 30% of the surplus above A\$30,000

Commented [S4]: This was Marlene's suggestion. I favoured a sliding scale. This one means we lose up to \$3000 if they make between \$20,000 and \$30,000, but we make up to \$2,000 if they make between \$10,000 and \$20,000. It may be that as this is simple and we should just say yes, but what do you think? I'd accept it.

Surpluses will be calculated and paid in Australian Dollars by Electronic Funds Transfer to the INWES nominated bank account.

It should also be noted that, seed funding of US\$5000 provided by INWES will be returned as a priority from the Conference surplus by Electronic Funds Transfer to the INWES nominated bank account as specified in Clause 2.3.1.

No amounts will be payable if the Conference results in a zero surplus or a loss.
However organisers will do their best to limit expenses to reasonable levels in order to provide some support to INWES, considering that organisations frequently depend on their conferences for some of their income.

Commented [S5]: I think this bit is superfluous.