



**St Marks**  
*National Theological Centre*

# **MEMORANDUM OF UNDERSTANDING**

BETWEEN

St Mark's National Theological Centre

AND

St Mark's National Theological Centre Students Association

**This Memorandum of Understanding (MOU) is made on the 28th day of February 2013**

**BETWEEN: ST MARK'S NATIONAL THEOLOGICAL CENTRE** (hereafter St Mark's)  
(ABN 29 577 )  
15 Blackall St, Barton ACT 2600

**AND: ST MARK'S STUDENTS ASSOCIATION**  
15 Blackall St, Barton ACT 2600

**RECITALS**

- A. On the dissolution of its incorporation by a resolution of its members, St Mark's Students Association will transfer its interest in the promotion of student welfare and its provision of student amenities to the St Mark's Student Representative Committee (SRC) as described and constituted in this document.
- B. All funds held by the St Mark's Students' Association will be transferred to St Mark's and held in trust for the sole use of promoting the support of and providing amenities to current and future students in accordance with the provisions of this document.
- C. St Mark's Director will constitute the Committee in a form consistent with this document.
- D. St Mark's will apply any future funding received from Charles Sturt University (CSU) for the provision of amenities and facilities for the benefit of current and future CSU Students in accordance with this document.
- E. St Mark's, in conjunction with the SRC, will provide amenities and fund activities for the benefit of current and future students in accordance with this document.

## **THE PARTIES AGREE AS FOLLOWS:**

### **1. Commencement and Term**

This MOU will commence on the date it is signed by all parties (“the Commencement Date”) and shall continue until either terminated or revised with the agreement of all parties.

This MOU supersedes all previous understanding between the parties.

### **2. Object**

The object of the MOU is to document the contribution of each party to the project, namely, the promotion of student support and the provision of student amenities for those enrolled for educational and training courses at St Mark’s.

### **3. St Mark’s Contribution to the Student Representative Committee (SRC)**

The Director of St Mark’s will be responsible for:

- I. constituting the membership of the SRC with the membership consisting of one student from each of the student cohorts listed in subsection v.
- II. convening at least one SRC meeting each academic semester;
- III. appointing a “Senior Student” from one of the student groups listed in subsection vi.

- IV. obtaining a quorum majority decision on proposals involving the expenditure of more than \$500 on one item or activity [a quorum shall be deemed to exist when four members of the SRC have convened];
- V. encouraging the Senior Student to host an “activities” planning meeting each semester, to cater for:
  - Induction activities for new students
  - Residential entertainment and catering
  - ‘Film and Theology’ nights
  
- VI. will constitute the SRC from the following student cohorts:
  - CSU Bachelor of Theology students
  - Full-time or Part-time CSU Theology on-campus students
  - Full-time or Part-time CSU Theology on-line students
  - CSU Postgraduate students
  - VET Sector Ministry Trainees
  - VET Sector Counselling Trainees;and, a member of the St Mark’s Alumni.

(Definition: "student" means a student of the University who is enrolled or deemed to be enrolled for a course conducted by the School, or enrolled in a course of the University through a teaching institution of the School or enrolled in another course offered by St Mark's National Theological Centre.)

- VII. Making available current records and accounts of the SRC to all St Mark’s Students on request

The Director of St Mark’s will:

- I. ensure that funds held on behalf of St Mark’s students and the SRC will be audited annually and included in St Mark’s report to the Synod of the Anglican Diocese of Canberra & Goulburn.

- II. instruct St Mark's Corporate Service Manager to:
  - manage the trust funds held for St Mark's students to ensure maximum returns on investment;
  - update signatures and bank accounts on an annual basis in line with SRC membership changes and any changes to approved delegations; and
  - arrange for the annual audit of the funds and the production and distribution of financial reports.
- III. ensure the amenities for new and continuing on-line and on-campus students continues to build community and that the SRC is involved in community development in and beyond the Barton campus.
- IV. new students are incorporated into the life of St Mark's.

#### **4. Requirements of the Association on Dissolution of Incorporation**

The St Marks Student Association of the Charles Sturt University School of Theology, Incorporated on dissolution will hand to the St Mark's SRC all responsibilities for current and future student amenities and activities; and will

- I. ensure that funds held in the AIDF account at the time of dissolution are transferred to a designated St Mark's account held in trust for the amenities and activities provided for students;
- II. ensure that all signatures and authorities are transferred to an appointed custodian at St Mark's in order that the new SRC can operate in the manner describes in this document;
- III. ensure that all keys are transferred to the appointed custodian at St Marks for future SRC members; and
- IV. ensure that all financial records are transferred to the appointed custodian at St Marks for future SRC members and to assist the audit procedures of St Mark's.

## **5. SRC Contribution to Student Amenities and life of the Centre**

The SRC will contribute to the wellbeing of St Mark's students in the following ways:

- I. assisting in catering for students functions and activities;
- II. coordinating activities that build community among on-campus students;
- III. coordinating activities that build community among on-line students attending residential;
- IV. participating in the management of projects related to the upgrade and improvement of the St Mark's site and surrounds;
- V. ensuring that refreshments for on campus classes are provided; and
- VI. informing the Director St Mark's of student concerns; and
- VII. providing a student representative to the St Mark's Library Committee

## **6. Settlement Dispute**

Disputes between the parties will be resolved by discussion.

If resolution cannot be reached by negotiation, either party may give written notice to the other outlining formally the issues to be resolved. If within 14 days of receipt of written notice the matter cannot be resolved, the parties shall meet to resolve the dispute. The matter shall be resolved by the Executive of the Council of St Mark's if a negotiated settlement cannot be reached. The resolution of the Executive will be final.

## **7. Power of this MOU**

Nothing in this MOU is intended to give rise to legally enforceable rights and obligations between the parties.

EXECUTED AS AN AGREEMENT