

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is between

MONASH UNIVERSITY ABN 12 377 614 012, of Wellington Road, Clayton, Victoria 3800, Australia

(Monash)

AND

Australian Energy Market Commission ABN 49 236 270 144, of

Level 15, 60 Castlereagh Street, Sydney, NSW, 2000, Australia

(AEMC)

Monash and AEMC may use the following protocols to guide their discussions on collaboration on academic and research-related activities.

Statement of Purpose:

Monash and the AEMC recognise the potential for mutual benefit from exploring and addressing research questions of mutual interest for both organisations. To realise this potential, both organisations agree to work together, as the need arises, to establish processes to share research questions and policy problems concerning the energy transition, to share research outcomes, and to explore opportunities for continuous dialogue and learning.

Agreed:

In order to achieve the objectives above, the parties agree to establish a collaboration committee consisting of one or more representatives from each party to meet roughly twice per year to identify opportunities for collaboration and knowledge sharing as appropriate. The representative(s) on this committee should be in a position to identify the potential contribution and opportunities within their respective organisations. To this end, the AEMC will create a list of research interests to share with Monash that will be updated and shared with the collaboration committee when they meet. Similarly, Monash will create a list of researchers, their fields and research interests to share with the AEMC that will be updated and shared with the collaboration committee when they meet. Both parties will work together to advance mutual areas of work illustrated in the scope of works section below.

Scope

As an indication, the kinds of activities that might be envisioned under this Memorandum of Understanding (**MOU**) include the following:

1. Policy & research engagement:

- Facilitate engagement between organisations at a high-seniority level to better understand sectoral (academic and industry) goals, needs and longer-run mutual opportunities to advance the energy transition through policy-informed research.
- Share materials from collaboration committee broadly across both organisations and encourage opportunities for AEMC staff and Monash staff to autonomously develop relationships that support both organisations' goals.

2. Knowledge Sharing:

- Knowledge exchange round-tables between AEMC professionals and Monash research experts to foster understanding of mutual areas of collaboration and identify opportunities for joint work.
- Guest lectures and presentations by senior AEMC staff to Monash and vice versa.
- Enhanced bilateral participation in conferences, workshops and seminars organised by each party.
- 3. Joint Research and Translation for industry use:
 - Joint research partnerships in aligned research topics and through funding proposals.
 - Collaboration between Monash researchers and AEMC staff to translate research outcomes into white papers and policy briefs.
 - Placement programs for Monash researchers and students at AEMC, and for AEMC staff at Monash.

Implementation

It is mutually understood that:

- 1. Proposals for collaborative work under this MOU will be subject to the approval of each party via their established internal procedures.
- 2. The parties will enter into specific confidentiality agreements on an as-needed basis.
- 3. Individual collaborative activities developed under this MOU will be the subject of separate agreements in writing.
- 4. The final approval of any activity will depend on the availability of the guaranteed support funds.
- 5. Each party is liable for its own acts and omissions under this MOU including for the prevention of doubt, any liability to a third party arising from its acts or omissions.

Non-binding

Notwithstanding any other provisions of this MOU, this MOU is not intended to, does not and will not create legally binding and enforceable obligations between the parties, including any obligation to agree to any terms and conditions or any collaboration, nor does this MOU constitute an offer or commitment, or a solicitation of an offer or commitment, to enter into any transaction. For the avoidance of doubt, nothing in this MOU prevents either party from entering into collaborative arrangements with any other person covering the same subject matter.

Commencement, renewal, termination and amendment

1. This MOU is effective as of the date of signing by the appropriate officer of the last party to sign.

- 2. This MOU shall remain in force for a period of three (3) years from the date of the last signature, with the understanding that it may be terminated earlier by either party giving at least thirty (30) days, notice to the other party in writing.
- 3. The MOU may be amended or extended by mutual consent in writing of the two parties.

Electronic Signing & Counterparts

- 1. Each Party agrees that this MOU may be executed by electronic signature (regardless of the form of electronic signature utilised) and that this method of signature is conclusive of the parties' intention to be bound by this MOU as if physical signing had occurred.
- 2. This MOU may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the agreement of each party who has executed and delivered that counterpart. Each party may communicate its execution of this MOU by successfully transmitting an executed copy of the MOU by an electronic method to each party.

Signed for and on behalf of

ABN 12 377 614 012

by its authorised representative:

DocuSigned by:

Prof. Simon Wilkie

Signature

Prof. Simon Wilkie

Print Name

Dean

Title

18-Dec-2024 | 5:14 PM AEDT

Date

2024

Australian Energy Market Commission

ABN 49 236 270 144

by its authorised representative:

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Signature

Anna Collyer

Print Name

Chair

Title

17 December

Date 2024