

MEMORANDUM OF COLLABORATION
BETWEEN
CAIRNS LANDSCAPING INDUSTRIES CLUSTER, AUSTRALIA (CLIC)
AND
CENTRE FOR URBAN GREENERY AND ECOLOGY,
NATIONAL PARKS BOARD, SINGAPORE
ON
BILATERAL COOPERATION IN THE FIELD OF
TROPICAL LIFESTYLE HORTICULTURE

This MEMORANDUM OF COLLABORATION ("MOC") is made on 25th November 2009;

BETWEEN:

1. **Cairns Landscaping Industries Cluster ("CLIC")**, a cross sector based not for profit organisation incorporated in Queensland, Australia, and having its national office at 51 The Esplanade Cairns Q. Australia; and
2. **National Parks Board ("NParks")**, as represented by the **Centre for Urban Greenery and Ecology ("CUGE")**, a statutory board constituted under the National Parks Board Act (Cap.198A) and having its headquarters at No.1 Cluny Road Singapore 259569

(hereinafter collectively referred to as the "Parties" and singularly referred to as the "Party").

WHEREAS:

3. The Parties have decided to enter into a co-operative and collaborative relationship with the objective to facilitate the building of relationships between Centre for Urban Greenery and Ecology (CUGE), Singapore and the Cairns Landscaping industries Cluster Inc. (CLIC), Australia with the aim of enhancing the development of tropical lifestyle horticulture in both Singapore and Australia.

NOW THIS MOC records as follows:

4. It is anticipated that through the development of bilateral collaborative relationships, improvements in tropical lifestyle horticulture will be achieved. The following key areas of cooperation have been identified: -

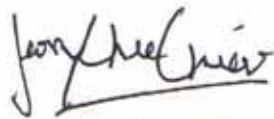
- a. To work co-operatively where there are mutual benefits;
 - b. To develop collaborative international credible benchmarks, standards and best practices for economic, social and environmental sustainability of tropical landscape industry;
 - c. To develop and support mutual recognition and accreditation processes for training and certification programs organised by the respective organisations, such as:
 - o Certified Practising Horticulturist (CPH) Programme
 - o Certified Parks Manager (CPM) Programme
 - o Certified Sports Turf Manager
 - o GreenMark sustainability certification suite
 - o Workforce Skills Qualification ("WSQ") Certification, Certificate, Advanced Certificate and Diploma;
 - o Tropical Lifestyle Horticulture Tertiary Training development
 - o Other Nominated and Endorsed Professional Development Programs
 - d. To investigate opportunities for capacity building between the organisations including staff development and information exchange linked to strategic objectives;
 - e. To provide bilateral promotion and the development of conferences, workshops and seminars, including opportunities for each organisation to jointly participate or present, share journal publication, provide input and materials, as appropriate;
 - f. To collaborate in industry research and development programs, including natural area management, socio-economic, recreation and lifestyle horticulture issues;
 - g. To identify of mutual business opportunities for each organisation and its members individually and collectively;
 - h. To establish an international exchange program including attachments, professional speakers, trainers, industry placement and scholarships; and;
 - i. To review this Memorandum of Collaboration regularly.
5. These joint activities will be mutually determined by the Parties and implemented through agreed terms and procedures.
 6. Additionally, each activity shall be governed by terms and conditions to be separately negotiated and mutually agreed upon by the Parties through exchange of letters and/or the signing of a separate co-operation agreement.

7. For the purposes of collaboration under this MOC and for the activities specifically stated in clause 1 above, there may be disclosure of certain information from one Party to the other which are deemed confidential. The Parties agree to keep all such information in confidence, using the same efforts that it employs for the protection of its own corresponding information. Except with the other Party's prior consent, neither Party shall disclose to any third party the contents of this MOC and any information from the other Party in any document and correspondence arising from this MOC, and each Party agrees not to use any information gained pursuant to this MOC for any purpose other than purpose of fulfilling their respective obligations under this MOC.
8. Any release of information to the media in relation to this MOC and the matters contemplated therein shall be issued with each Party's knowledge and in consultation and in agreement with each other. No Party shall use the name of the other Party for any purpose whether in relation to any advertisement or other form of publicity without obtaining the prior written consent of that other Party.
9. This MOC shall be effective for an initial period of twenty-four (24) months from the date above-written, with a review period after twelve (12) months. Any option to extend this MOC may be mutually agreed upon.
10. This MOC may be terminated at any time by either Party by giving to the other Party at least thirty (30) days' written notice of its intention to terminate and where necessary, after considered deliberations of the representatives of both Parties.
11. The MOC will be implemented through direct communication between the nominated representatives of the Parties. The Parties shall act in good faith in all matters contemplated in this MOC, including all discussions and negotiations in relation to the activities referred to in clause 1 above.
12. Each Party agrees to promote this MOC and its implementation to its Management Committee and members. Both Parties will also meet annually to review the successful implementation of this MOC and to further discuss key projects for cooperation. These will form the basis of an annual action plan that will be drawn up by mutual agreement between the Parties.
13. Each Party shall bear its own costs and other out of pocket expenses in relation to the execution of this MOC and such other documents and agreements in relations thereto.
14. Parties agree that Singapore law shall govern the validity and interpretation of this MOC and the legal relationship of the Parties hereunder; as well as all subsequent agreements entered into in furtherance thereof (unless otherwise agreed to by the Parties in the said agreements). This MOC does not create any rights under the Contracts (Rights of Third Parties) Act (Cap. 53B.)

15. This MOC is not entered into, nor is this MOC to be regarded, as a legally binding formal or legal agreement but merely as an expression of keen interest by the Parties to work towards future collaboration and agreement in relation to the activities set out above, on terms mutually acceptable to the Parties.

IN WITNESS WHEREOF the Parties hereto have executed this Memorandum of Collaboration the day and year first above written.

Signed by:



DR LEONG CHIEW CHEE
DEPUTY CEO
NATIONAL PARKS BOARD
SINGAPORE



MR JOHN SULLIVAN
CHAIRMAN
CAIRNS LANDSCAPING
INDUSTRIES CLUSTER INC.
AUSTRALIA