



**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**MINISTER FOR ENVIRONMENT AND WATER**  
**and**  
**THE UNIVERSITY OF ADELAIDE**

**1. Purpose**

The Minister for Environment and Water (**Minister**) and The University of Adelaide (**University**) agree to negotiate in good faith a partnership agreement that will facilitate the transfer of the Land comprised in Certificate of Title Volume 6082 Folio 395 and known as Glenthorne Farm (**Land**) from the University to the Minister, to enable the creation of a thriving environmental and recreational precinct, through the establishment of Glenthorne National Park.

**2. Background**

The Land was transferred from the CSIRO to the University in 2001, subject to a series of documents which include:

- a) A Deed originally between the State of South Australia, the then Minister for Transport and Urban Planning (whose successor is the Minister for Planning), the University, and the Winemakers Federation Inc under which:
  - i. the State agreed to nominate the University as the purchaser of the Land from the CSIRO and provided \$7,000,000.00 to the University by way of a grant for the purchase of the Land; and
  - ii. the University agreed to purchase the Land from the CSIRO and use it only for certain Approved Purposes as specified in the Deed.
- b) A Land Management Agreement between the Minister for Planning and the University under section 57 of the *Development Act 1993*. This agreement is registered on the title of the Land.
- c) A Caveat in favour of the Minister for Planning which is also noted against the title of the Land.

**3. Creating Glenthorne National Park**

The Minister is committed to constituting Glenthorne Farm as a National Park under the *National Parks and Wildlife Act 1972* and managing it under a framework that includes a number of other parks and open spaces, in order to enhance the environmental outcomes and recreational opportunities for the southern suburbs of Adelaide.

The Parties have agreed to negotiate in good faith a partnership agreement that will facilitate the transfer of the Land from the University to the Minister to achieve this vision.

#### 4. Negotiating a partnership agreement

The Minister and the University acknowledge that in connection with the above stated objective of transferring the Land back to the Minister and the establishment of Glenthorne National Park, the parties will pursue opportunities for future collaboration on the Land for the benefit of Glenthorne National Park and in order to enhance the environmental outcomes and recreational opportunities for the southern suburbs of Adelaide. As part of this, the Minister and the University agree to negotiate in good faith a partnership agreement that will establish a partnership between the Department for Environment and Water and the University to undertake certain agreed research and revegetation activities at Glenthorne National Park. The partnership agreement will, at a minimum:

- a) Facilitate the transfer of the Land to the Minister on terms to be agreed.
- b) As part of the transfer, remove the Deed, Land Management Agreement and Caveat from the Land.
- c) Include a research grant to the University to facilitate certain research and revegetation activities on Glenthorne National Park on terms to be agreed.

#### 5. Publicity

- a) The Minister intends to make a media release about this Memorandum and the subject matter of this Memorandum and agrees to provide the proposed media release to the University for consideration as soon as possible after execution of this Memorandum.
- b) The Minister and the University will act reasonably to agree in good faith the terms of the Minister's media release by no later than 5:00pm on Thursday, ~~21 May 2017~~ <sup>21 JUNE 2018</sup> 100  
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#### 6. Not legally binding

The parties acknowledge and agree that:

- a) other than clause 5 above (which is legally binding), this Memorandum is not legally binding and does not create legal relations between the parties or impose any liability or obligation on the parties; and
- b) each party will bear its own costs of and incidental to the negotiation, preparation and execution of this Memorandum, including any costs incurred in relation to the negotiations which are contemplated by this Memorandum.

#### SIGNATORIES



David Speirs MP

Minister for Environment and Water

Date: 21 June 2018



Professor Peter Rathjen

Vice-Chancellor and President

The University of Adelaide

Date: 21 June 2018