

**MEMORANDUM OF UNDERSTANDING
CURTIN UNIVERSITY & STUDENT GUILD
DISCLOSURE, DIVESTMENT AND ETHICAL INVESTMENT
AGREEMENT 2024**

1. Parties

This Memorandum of Understanding is between:

CURTIN UNIVERSITY (ABN 99 143 842 569) a body corporate established under the Act of Kent Street, Bentley, Western Australia 6102

AND

STUDENT GUILD OF CURTIN UNIVERSITY (ABN 67 931 778 069) a body corporate established under the Act of Bld 106F, Whadjuk Country, Kent Street, Bentley, Western Australia, 6102

2. Preamble

This Memorandum of Understanding (**MoU**) is entered into between the Curtin Student Guild and Curtin University to ensure that the Parties work together in favour of greater transparency and understanding regarding investments and research partnerships by the University relating to the manufacture of military weapons used in War, if any.

3. Background

- 3.1 The Parties denounce hate speech and bigotry in all its forms. We are devoted to being inclusive of all students of all faiths and ethnicities and will forthrightly oppose all manifestations of ethnic, national origin or religious hatred on campus.
- 3.2 On 2 May 2024 the Curtin Student Guild commenced the Gaza Solidarity Encampment endorsed by the Guild Executive Committee.
- 3.3 On 8 May 2024 enrolled students at the Student Guild's annual general meeting and elected members of the Student Guild Council endorsed demands that the University divest from all weapons companies, disclose all investments and research partnerships with weapons companies, adhere to Boycott Divest Sanction (BDS) guidelines, and publicly denounce the on going genocide in Gaza.

3.4 Following deliberation by the University Council, the University Vice Chancellor and Deputy Vice Chancellor - Academic met with the Student Guild President, Secretary and Vice President - Education to reach an understanding as set out in this MoU.

3.5 The University's position is set out below:

- a) Curtin is a proud member of Scholars at Risk, an international network of higher education institutions dedicated to protecting scholars and promoting academic freedom around the world.
- b) Curtin acknowledges the devastating death of tens of thousands of Palestinian people and acknowledges the suffering, fear, acts of identity-based violence, and oppression against the people of Palestine in Gaza and the West Bank. We acknowledge that Palestinian people have endured terrible acts of violence and suffered the loss of loved ones. We are concerned that education at all levels in Gaza has largely stopped. We also recognise that many Palestinian students have been traumatised by recent and ongoing events.
- c) Curtin acknowledges that Israeli people have endured terrible acts of terrorism and have suffered the loss of loved ones and fear for the safety of those they know living in Israel. We acknowledge that many Israeli students have also been traumatised by recent and ongoing events. We are also concerned about growing rates of antisemitism around the world.
- d) Curtin does not condone contravention of international humanitarian law and calls for the protection of civilians in all conflicts.
- e) Curtin values academic freedom, freedom of speech and respectful debate. We believe that all universities should be a sanctuary for freedom and democracy.
- f) Curtin is committed to the safety of our students and staff.

3.6 The Student Guild's position is set out below:

- a) The Guild opposes the illegal occupation and ethnic cleansing of Palestinians by the Israeli government. The Guild supports the United Nation's Security Council view that the Israeli Government's settlements in the West Bank and East Jerusalem are illegal.
- b) The Guild deems the illegal occupation of Palestine as racist and colonial and recognises that Israel is an apartheid state in accordance with prominent human rights organisations including Amnesty International, B'Tselem, and Humans Rights Watch. The Guild are concerned with the recent acts of collective punishment occurring in Gaza.

- c) The Guild will also oppose any and all policies where the University may seek to introduce them that prohibit valid criticism of Israel by students or staff. This includes some problematic aspects of the International Holocaust Remembrance Alliance (IHRA) definition of anti-Semitism.
- d) The Guild supports the call and will boycott companies that support and profit from Israeli occupation of Palestinian territories in line with the global Boycott, Divestment and Sanctions (BDS) guidelines. The Guild will oppose any ties or partnerships that the University has with Israeli institutions, researchers and academics that support the Israeli government's ongoing oppression of Palestinians and grave violations of international law.
- e) The Guild has a proud history with over 54 years of supporting human rights, particularly where it affects the rights and welfare of students at Curtin University. The Guild adds its voice to the call for Palestine's right to self-determination and the right of all Israeli and Palestinian people to live in peace.
- f) The Guild asserts that actions of a foreign government are not representative of the broader Jewish community and that similarly, Israel and Hamas' crimes are their responsibility alone and not that of Jewish or Palestinian people worldwide.
- g) The Guild will always prioritise the safety and wellbeing of students. The Guild continues to advocate for support services and systematic changes that reduce the incidents of abuse on campus and that ensure students feel they can safely belong at Curtin University.

4. Definitions

For the purpose of this memorandum of understanding (**MoU**), unless the contrary intention appears:

Act means the *Curtin University Act 1966* (WA).

Authorised representative means a person who has authority on behalf of the Council to enter into a legal arrangement or undertaking in relation to this agreement.

Council means the Council of the University.

Guild President means the President of the Student Guild.

Research student means any student undertaking any research, placement, project or similar at the University.

Student Encampment refers to the protest action occupation of the Forum commenced in May of 2024 by a registered student society, enrolled students of the University and the Student Guild.

Student Partnership Agreement means the agreement entered into between the Student Guild and University to set out values and principles of partnership between the Parties and to recognise the student voice.

Further definitions may be found in the Act.

5. Commencement and duration of the MoU

- 5.1. This MoU will be implemented on the day after it is signed by an authorised representative of the University and is signed by the Guild President.
- 5.2. This MoU will be in force until such date that it is replaced or terminated by mutual agreement by the parties.

6. Objectives

The University and the Student Guild aim to:

- 6.1 ensure that research, partnerships, investments and other relationships are undertaken in an ethical and transparent manner lawfully;
- 6.2 improve their own reputation and the reputation of Curtin University as an ethical university;
- 6.3 maintain a safe environment for students, staff and visitors to study, teach and undertake high quality research;
- 6.4 continue to critically evaluate investments, contracts, procurement, research, funding and arrangements with foreign governments or individuals that are subject to sanctions; and
- 6.5 investigate the ethics of suppliers when renewing or reviewing procurement contracts and arrangements and divest from suppliers that fail to operate in an ethical manner by avoiding causing or contributing to adverse human rights impacts.

7. Roles and Responsibilities of Partners

7.1 Each partner is individually responsible for:

- a) acting in good faith to ensure that this MoU is fully implemented within a reasonable timeframe; and
- b) not misrepresenting the other partner's position as recorded in this MoU and ensuring that their reporting is fair and accurate (including to the media or on social media).

7.2 This MoU will be made public after the signing by each party.

8. Partnership

8.1. The Student Guild and University have a long-standing partnership formalised in the Student Partnership Agreement. This MoU is formed on the basis of the principles of that Agreement.

8.2. An authorised representative and the Guild President or delegate will meet when requested by either party to review the operation and implementation of this MoU.

9. Implementation

The Student Guild and the University will establish by written notice a working group that:

- 9.1. is comprised of two representatives from each party;
- 9.2. will monitor the progress of both parties towards the undertakings outlined in this MoU;
- 9.3. will provide an annual update on the implementation of the MoU to both parties; and
- 9.4. will aim that the first annual publication under 11.1(d) will happen by November 30 2024.

10. Variations to or termination of the MoU

The MoU can be modified or amended by mutual agreement of both Parties. Any such modifications or amendments and the intentions behind the changes shall be provided in writing and signed by both Parties.

11. Undertakings

11.1 The University will:

- a) Make public the University's position as set out in Background paragraphs 3.1 and 3.5 of this MoU.
- b) Include the following in training for all academic supervisors to ensure that they disclose to Research students:
 - i. The funding source(s) of the Research student's scholarships.
 - ii. The funding source for the Research student's research.
 - iii. In-kind contribution/s from external sources for the Research student's research or team environment.
 - iv. Potential usage of the Research student's data by the Curtin supervisor / research team.
- c) Work with the Student Guild to develop a factsheet for students undertaking any activity where their work product may be used by a third party to understand their roles, responsibilities, rights and what their work product may be used for.
- d) Publish annually the list of organisations that the University has dealings with in relation to Teaching and Research activities as lawfully permitted who are:
 - i. weapons manufacturing corporations;
 - ii. defence-related organisations; or
 - iii. foreign government agencies or authorities.
- e) Publish the University's existing commitment to not invest directly or indirectly in entities relating to the manufacture of weapons of War and publish an annual list of all sectors of University investment.
- f) Continue to work in good faith with the Student Guild to further the Parties' common interests.

11.2 The Student Guild will:

- a) Support its members in understanding this MoU, the University and Guild's undertakings, and the shared commitment of both Parties toward greater sustainability, ethical research and investment, and world peace.

- b) Work openly and proactively with the University to attempt to resolve any concerns regarding the University's external relationships and ensuring the safety and interests of students.
- c) Continue to work in good faith with the University to further the Parties' common interests.
- d) End the Guild presence and logistical support of the Student Encampment regarding the matters of this MoU.
- e) Work with the University on reconciliation initiatives that are inclusive of students of all faiths, or lack thereof, and ethnicities.

SIGNED for and on behalf of **Curtin University** by:

Harlene Hayne

Signature

Harlene Hayne

Name

Vice-Chancellor

Title

23 May 2024

Date

In the presence of:

M. Fitzgerald

Signature of witness

MELINDA FITZGERALD

Name of witness

SIGNED for and on behalf of **Student Guild of Curtin University** by:

Jasmyne Tweed

Signature

JASMYNE TWEED

Name

GUILD PRESIDENT

Title

23 MAY 2024

Date

In the presence of:

Mitchell Craig

Signature of witness

MITCHELL CRAIG

Name of witness