

Memorandum of Understanding between
Kununurra Waringarri Aboriginal Corporation (ABN 62 195 764 089)
and
Shire of Wyndham East Kimberley (ABN 35 647 145 756)

Regarding the shared commitment to coordinate the delivery of the Integrated Youth Model and the engagement of a Youth Partnership Facilitator

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Parties

This MOU is made between the following Parties:

Kununurra Waringarri Aboriginal Corporation (ABN 62 195 764 089)
of Lot 2229 Speargrass Road, KUNUNURRA WA

and

Shire of Wyndham East Kimberley (ABN 35 647 145 756)
of 20 Coolibah Drive, KUNUNURRA WA

1. Definitions

Activities means activities described in the Integrated Youth Model;

Code of Behaviour means rules that govern how people behave;

Commencement of this MoU means the date of approval of the terms of the MoU by the Shire of Wyndham East Kimberley (SWEK);

Confidential Information means all information provided by one Party to the other including, but not limited to:

- i. financial information about the Party providing the information;
- ii. records and commercial information about the Party providing the information;
- iii. any information marked "confidential" or Intellectual Property or information which the Party providing the information informs the other Party is confidential; and
- iv. any private or sensitive information;

Current Services and Activities means the range of support services and diversionary activities focused on youth in Kununurra and may link to other external services such as Back to Country Trips, Rangga-Ranggab Program, Mirima Dawang Woorlab-gerring's Language Nest and Kununurra Empowering Youth School Holiday Program;

Formal Agreement means a binding agreement which reflects the objects and intentions of this MoU following the in principle agreement of this MoU by SWEK;

Funding Bodies means State and Federal Government Departments, including, but not limited to the Western Australia Police Force, and non-government departments including but not limited to Aboriginal community organisations;

Intellectual Property means intellectual or industrial property rights including but not limited to patents, copyright, trademarks, trade secrets, designs, processes, all information relating to a Party's business, and know-hows, of whatsoever nature;

KWAC means the Kununurra Waringarri Aboriginal Corporation;

Manager of Community Development means a manager responsible for the expanding and improving community services;

MoU means this Memorandum of Understanding;

Operational Aspects of the MoU means the Operational Aspects set out in Attachment 2;

Operational Funding means the funding to support the engagement of the YPF;

Other Relevant Stakeholders means

- i. Save the Children;
- ii. MG Corporation;
- iii. Western Australia Police;
- iv. Youth Justice;
- v. The East Kimberley Chamber of Commerce;
- vi. District Leadership Group;
- vii. Ord Valley Aboriginal Health Service;
- viii. BOAB Health; and
- ix. Mental Health;

Parties means the Parties to this MoU;

Services means the services described in the Youth Model;

SWEK means Shire of Wyndham East Kimberley;

Termination of this MoU means the date of execution of the Formal Agreement;

Youth Leaders Committee means a committee dedicated to supporting Aboriginal youth;

Youth Model means the Integrated Youth Model set out in Attachment 1;

Youth Partnership Facilitator means a person engaged by KWAC to undertake their role of facilitating the purposes of the MoU; and

YPF means Youth Partnership Facilitator.

2. Background

- a) The prevalence of street present children is an ongoing issue in Kununurra. The underlying reasons are well understood, multidimensional and complex. A number of programs aimed at addressing the issue have been put in place over recent years. However, the effectiveness of many of these programs appears to be limited, with delivery being fragmented, siloed, and in some cases duplicative.
- b) SWEK has been working closely with KWAC and Other Relevant Stakeholders for the purpose of delivering a Youth Model to reduce the prevalence of street present children, leveraging off and linking with the existing programs and informed by children's views. A central feature of the Youth Model is that it will only work if there is a collective and coordinated effort at all levels of government, non-government

organisations, businesses, and families.

3. Intentions and Purpose

- a) The Parties agree that this MoU:
 - i. is a statement of the current intentions of the Parties and may change;
 - ii. outlines the intentions of the Parties to a shared commitment to coordinate the delivery of the Youth Model and the engagement of a YPF;
 - iii. except for the matters set out in paragraph 11 and 12 herein the MoU is not intended to be legally binding or give rise to any rights or obligations; and
 - iv. is intended to reflect the agreement of the Parties for the purpose of approval of the in principle agreement by SWEK.
- b) The Parties agree that they will negotiate and formalise the terms of a Formal Agreement to reflect the terms of the MoU.

4. Duration of MoU

- a) The Parties will, from Commencement of this MoU, perform in accordance with the terms of the MoU, or as amended by agreement in writing between the parties, until the Termination of this MoU; and
- b) The Parties agree that at any time prior to the termination of the MoU, that either Party may negotiate in good faith to terminate the MoU. The MoU obligations will continue until such time as a written notice is received from the Party terminating the MoU.

5. Values and Principles

The values and principles underpinning this MoU and the delivery of the Youth Model are in respect to:

- a) mutual recognition and support of the needs and aspirations of youth and families in Kununurra;
- b) mutual recognition and respect for community protocols;
- c) strengthening mutually beneficial partnerships within the local community;
- d) enhancing the capacity of each organisation and the people who participate in delivering Activities and Services to the youth;
- e) respect, recognition, collaboration and cooperation between local organisations; and
- f) reconciliation and social justice.

6. Objectives

Both Parties agree to:

- a) Use best endeavours to agree the terms of the Formal Agreement;
- b) use best endeavours to engage a YPF once Operational Funding has been secured;
- c) establish a collaborative approach to deliver the Youth Model;

- d) use best endeavours to implement the Operational Aspects of the MoU;
- e) share knowledge, skills and resources to increase the social and economic opportunities for the youth in the local community;
- f) use best endeavours to enter into MOUs with Other Relevant Stakeholders to facilitate the shared delivery of Activities and Services; and
- g) monitor and review delivery of the Youth Model.

7. Youth Model

- a) The Parties agree that they will take a collaborative approach which is necessary for the success of the Youth Model.
- b) The key elements of the Youth Model are:
 - i. the engagement of a YPF to make connections and facilitate whole-of-community responses to issues, share information and monitor success indicators;
 - ii. direct management and oversight by KWAC to ensure interventions initiated are purposeful, culturally appropriate and community drive;
 - iii. funding sourced for a more diverse range of Services and Activities to add and to complement Current Services and Activities;
 - iv. a collaborative approach at all levels of government, non-government organisations, businesses and families to improve governance in advancing the Youth Model; and
 - v. to improve communication with youth through the Youth Leaders Committee.

8. Youth Partnership Facilitator

The Parties agree that the objectives of the role of the YPF is to:

- a) support the objectives of the Youth Model;
- b) be the central point of contact for all activities run by Other Relevant Stakeholders aimed at reducing the prevalence of street present children; and
- c) develop, design, implement and coordinate Activities in collaboration with Other Relevant Stakeholders.

9. Funding and resourcing the Youth Partnership Facilitator

- a) SWEK has agreed, subject to the Parties entering into the Formal Agreement, that it will contribute up to \$75,000 to KWAC for the purposes of facilitating the YPF role on condition that KWAC secures funding for its equal contribution to the YPF role ;
- b) KWAC is responsible for engaging the YPF; and
- c) KWAC is to diligently pursue in-kind funding from Funding Bodies.

10. Management and Resolution of Issues

- a) The Parties agree to cooperate and collaborate with the YPF to identify and address issues and identify opportunities to improve delivery of youth Activities and Services;
- b) Either Party can consult with the YFP or the SWEK Manager of Community Development to resolve any issues or concerns relating to youth Activities or Services; and
- c) If an issue or concern is not resolved with the support of the YFP or SWEK Manager of Community Development, the Parties will negotiate in good faith to resolve the issue.

11. Intellectual Property

- a) No licence of any Intellectual Property right owned by a Party is granted to any other Party;
- b) The Parties agree that any Intellectual Property owned by a Party at the date of this agreement or developed for the purpose of achieving the objectives of this MoU will belong to the Party owning or developing such rights; and
- c) Each Party to this agreement will decide, at its own discretion, how to register, maintain and protect its own Intellectual Property.

12. Publication and Confidentiality

- a) Any marketing, public promotion and/or media coverage of the Youth Model will be planned, designed and delivered with agreement of the Parties. The Parties will ensure that:
 - i. the rights of Aboriginal and Torres Strait Islander people are respected; and
 - ii. no Confidential Information is published.
- b) Each Party will not disclose to any person or publish:
 - i. any Confidential Information of the other Party; or
 - ii. use any Confidential Information of the other Party other than for the purpose of this MoU.
- c) Paragraph 12 does not apply where:
 - i. the other Party consents in writing to the disclosure, publication or use of the Confidential Information;
 - ii. the information is available to the public generally (except as a result of a previous breach of this Paragraph);
 - iii. a Party is required to make the disclosure by law;
 - iv. the disclosure is made on a confidential basis to the employees, agents or representatives of that Party or their professional advisers or financiers for the purpose of the MoU; or
 - v. the disclosing party can provide that it lawfully possessed the disclosed information before obtaining it in connection with this MoU.
- d) Each Party will, on demand, return any Confidential Information supplied by the other Party;

- e) Each Party will inform any of its employees intending to use the Confidential Information the confidential nature of the information; and
- f) The Parties will not be released from any obligation arising from violation of this provision by its employees.

13. Survival Paragraph

- a) Notwithstanding anything contrary in this MoU, the termination of this MoU will not relieve either Party from the obligations imposed by this MoU in respect of Intellectual Property set out in Paragraph 11 or Publication and Confidentiality set out in Paragraph 12 which were disclosed prior to the termination of the MoU; and
- b) The matters set out in paragraphs 11 and 12 are intended to be binding on the Parties to this MoU and will survive the termination of this MoU.

14. Parties' Relationship

Nothing in this MOU is to be taken to have created a partnership between the Parties and the Parties expressly deny any partnership is created, or to be created, of whatsoever nature. The relationship between the Parties is that of collaboration.

Signed by

Carl Askew

CEO
Shire of Wyndham East Kimberley

Date:

Desmond Hill

CEO
Kununurra Waringarri Aboriginal Corporation

Date:

Witnessed by:

Full Name:

Date:

Full Name:

Date: