

**SHIRE OF WYNDHAM EAST KIMBERLEY
WA POLICE AND COMMUNITY YOUTH CENTRES INC**

REDEVELOPMENT AGREEMENT

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BETWEEN

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

and

Western Australian Police and Community Youth Centres Incorporated (Registration No. A0410007J) of 115 Coolibah Drive, KUNUNURRA WA (**PCYC**)

Recitals

- A. The Land is reserved to the Crown and has been placed under the care, management and control of SWEK by the Minister for Lands.
- B. Through a number of Activities PCYC aims to assist children and young people in being active and engaged so that they can reach their potential and stay on a positive life path and those Activities require appropriate premises to be secured.
- C. SWEK has been working with PCYC to assist PCYC in its endeavours and to this end the Hub has been identified as appropriate premises for the running of PCYC's Activities subject to Redevelopment, Refurbishment and Repurposing.
- D. SWEK has consented to a Lease of the Hub at nominal rent conditional on Ministerial approval and Redevelopment.
- E. This Deed sets out the agreement reached between the parties in respect to the Redevelopment of the Hub.

Operative Provisions

1. Definitions and interpretation

1.1 Definitions

Activities means activities offered by PCYC including, but not limited to, Blue Light Youth Activities, recreational activities, after school diversionary programs, out of school care, school holiday programs for young people, young people at risk, young offenders and accredited and

non-accredited training courses and delivery of core programs of SafeSpace, Full Throttle and Drive to the Future;

Agreement means the agreement between the parties set out in this Deed or as amended, varied or supplemented from time to time and including any schedules or annexures;

Authorised Officer means, in relation to a corporation which is a party :

- (a) an employee of the Party whose title contains either of the words CEO, Director or Manager;
- (b) a person performing the function of any of them;
- (c) a solicitor acting on behalf of the party; or
- (d) a person appointed by the Party to act as an Authorised Officer for the purposes of this Deed and notified to the others.

Authority means any governmental or other public body, local authority or other authority of any kind;

Business Day means:

- (a) if determining when a notice, consent or other communication is given, a day that is not a Saturday, Sunday or public holiday in the place to which the notice, consent or other communication is sent; and
- (b) for any other purpose, a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Perth.

Commencement means 31 October 2021;

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

- (a) financial information about the Party providing the information;
- (b) records and commercial information about the Party providing the information;
- (c) any information marked "confidential" or Intellectual Property or information which the Party providing the information informs the other Party is confidential; and
- (d) any private or sensitive information;

Deed means this Deed of Agreement;

Force Majeure Event includes, but is not limited to, any of the following causes provided that they are outside the reasonable control of the Parties and could not have been prevented or avoided by the Parties taking all reasonable steps:

- (a) act of God, earthquake, cyclone, fire, explosion, flood, landslide, lightning, storm, tempest, drought or meteor;

- (b) war (declared or undeclared), invasion, act of a foreign enemy, hostilities between nations, civil insurrection or militarily usurped power;
- (c) act of public enemy, sabotage, malicious damage, terrorism or civil unrest;
- (d) confiscation, nationalisation, requisition, expropriation, prohibition, embargo, restraint or damage to property by or under the order of any government or government authority;
or
- (e) national or state-wide strikes, blockades, lock out or other industrial disputes.

Funding means –

- (a) in respect to Stage 1 the funding required in accordance with clause 3.2;
- (b) in respect to Stage 2, contribution by way of a grant resulting from a joint funding application required in accordance with clause 4.2;

Funding Bodies means State Government Departments and non-government departments;

Hub means the Kununurra Youth Hub situated on that part of the Land shaded in yellow on the plan in Attachment 1;

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;

Land means Lot 510 Ron Hodnett Drive, Kununurra;

Lease means the Lease of the Hub on the part of the Land identified in the Lease;

Licence means the licence running concurrently with the Lease so as to allow PCYC use of community ablutions on the Land;

Minister means the Minister for Lands;

Parties means the parties to this Deed;

Practical Completion means the date when the refurbishment Works, the Repurposing Works and Redevelopment Works are completed and approved by SWEK;

Records means the records required in accordance with clause 5.3;

Redevelopment means the redevelopment of the Hub in accordance with the Stage 1 and Stage 2 plans;

Redevelopment Works means construction of multi-purpose indoor playing courts and an automotive workshop;

Refurbishment Works means works necessary to refurbish the existing Hub administration building and reception;

Repurposing Works means works necessary to repurpose the existing activity area and kitchen in the Hub;

Stage 1 plans means refurbishment and repurposing the existing Hub in accordance with plans approved by SWEK and generally in accordance with Attachment 2;

Stage 2 plans means Redevelopment of the Hub to extend the development to include multi-purpose playing courts, a hall with the ability to be used for basketball, volleyball, futsal, parkour, circus, boxing, fitness and a storage area in accordance with indicative infrastructure layout in Attachment 3 PROVIDED THAT there is no agreement to the placement of that infrastructure on the land and the Shire plan placement is expressly omitted in respect thereof.

Term means the term of this Deed commencing on the Commencement Date and expiry on the date of Practical Completion or termination of this Deed or termination of the Lease prior thereto arising from a default of the obligations under the Lease.

Termination means the date of expiring of the term of the Lease or sooner termination of this Deed pursuant to its terms.

1.2 Interpretation

In this Deed unless the contrary intention appears :

- (a) a reference to PCYC undertaking Redevelopment includes a reference to and includes any party engaged by PCYC or any Authority acting for PCYC for the purpose of Redevelopment;
- (b) words importing one gender include all other genders;
- (c) words in the singular number include the plural and vice versa;
- (d) where the words 'including' or 'includes' are used, they are to be taken to be followed, where the context allows, by the words 'but not limited to';
- (e) clause headings are inserted for ease of reference only and will be disregarded in the interpretation or construction of this Deed;
- (f) any agreement or obligation entered into or undertaken by more than one person will bind those persons jointly and each of them separately;
- (g) reference to a clause means a clause of this Deed unless otherwise stipulated;
- (h) reference to an Act includes the amendments to the Act for the time being in force and also any Act passed in substitution for it and all subsidiary or subordinate legislations for the time being in force under it;
- (i) a reference to a party to this Deed includes that party's successors and permitted assigns; and
- (j) the word 'person' includes a firm, company, partnership, joint venture, association, corporation or other body corporate or Authority.

2. Term

2.1 Term

The agreement reflected in this Deed takes effect on the Commencement Date and will remain in effect for the Term.

2.2 Variation

The Parties may reach agreement to extend the Term of this Deed. A Party intending to extend the Term of this Deed will give the other Party at least 1 months Notice in accordance with clause 13 before the expiry of this Deed PROVIDED THAT any extension of the Term will run concurrently with the term of the Lease.

2.3 Expiry

The agreement reflected in this Deed will expire on the date of expiry of the term in the Lease unless varied in accordance with clause 2.2 herein or otherwise terminated under this Deed.

3. Stage 1

3.1 Refurbishment

- (a) PCYC will undertake the Refurbishment Works and the Repurposing Works.
- (b) In addition to the commitment in subclause (a) herein, PCYC will join with co-tenants to undertake the Repurposing Works.

3.2 Funding

- (a) PCYC will contribute \$450,000 towards the Refurbishment Works and the Repurposing Works.
- (b) SWEK will contribute \$58,000 to PCYC towards the Refurbishment Works within 30 days of receiving an invoice from PCYC for contribution of that sum.

3.3 Timing

- (a) PCYC will commence the Refurbishment Works within 6 months from the date of commencement of this Deed.
- (b) PCYC will commence the Repurposing Works are commenced within 12 months from the date of commencement of this Deed.

4. Stage 2

4.1 Redevelopment

- (a) PCYC will deliver the Redevelopment Works.
- (b) In order to comply with the obligation in subclause (a) herein, PCYC will :

(1) prior to construction :

- (A) submit to SWEK for approval prior to the joint application to the Funding Bodies in accordance with clause 4.2, the completed design drawings, engineering plans, feasibility study/ies and any other documents relevant to the Redevelopment Works;
- (B) submit to SWEK the completed development application (DA) for the Redevelopment Works for approval prior to submission of the DA to an Authority;
- (C) submit to SWEK all approvals of whatsoever nature required by it and any Authority in order for PCYC to obtain approval for construction of the Redevelopment Works;
- (D) submit to SWEK for approval any expression of interest document and/or the request for tender document prior to publication of either document;
- (E) include SWEK as a participant in the tender evaluation panel evaluating the technical criteria, methodology, construction and commissioning, operation and maintenance, safety procedures and standards, environmental and strategic component, industrial relations, human resources and capability and value for money of responding tenders;
- (F) provide SWEK with a copy of the probity advisors report and certificate for the procurement process in respect to any expression of interest or tender process relevant to Redevelopment;
- (G) provide SWEK with a copy of the successful tenderer's tender document and the tender evaluation report of PCYC in respect to the awarding of the contract for construction of the Redevelopment Works;
- (H) submit to SWEK for approval any other document or information of whatsoever nature required of it in order for SWEK to consider the terms and effect, if any, on the Redevelopment or the Redevelopment Works, the community or any other statutory or compliance consideration relevant to it;

(2) post construction :

- (A) provide SWEK with a copy of the superintendents certificate certifying Practical Completion of the Redevelopment Works and any remedial works undertaken as a consequence of defects in the Redevelopment Works;
- (B) provide SWEK with a copy of variations approved by PCYC and/or the superintendent and a copy of the payment schedule in respect thereto.

4.2 Funding

- (a) The parties will work together to submit a joint capital funding submission to the Funding Bodies.
- (b) The joint funding submission will be for a minimum of \$4,800,000 (Grant).
- (c) The expenditure of the Grant and accounting for that expenditure will be the responsibility of PCYC in addition to its obligations in accordance with clause 5 herein.

5. Obligations of PCYC

5.1 Use of Grant

PCYC acknowledges and agrees that:

- (a) it will only use the Grant for the purposes of construction of the Redevelopment Works and for no other purpose;
- (b) it will use the Grant in a commercially prudent, responsible and sensible manner and not wastefully; and
- (c) on Practical Completion of the Redevelopment Works it will submit to SWEK a financial acquittal report evidencing that the Grant has been expended in accordance with this Deed together with any supporting evidence to that effect.

5.2 General undertakings of PCYC

- (a) PCYC will not approve commencement of any construction of the Redevelopment Works before the obtaining of all necessary approvals including if applicable, development, planning and/or building approvals;
- (b) PCYC will not approve commencement any construction of the Redevelopment Works before the obtaining of all required insurances ordinarily associated with construction of the type being undertaken as the Redevelopment Works;
- (c) PCYC will ensure that the Redevelopment Works are constructed to all applicable Australian construction codes and/or standards and is of good quality and is fit for purpose;
- (d) PCYC will ensure that it and any person contracted by it to perform the Redevelopment Works at all times duly perform and observe the obligations in this Deed and will promptly inform SWEK of any occurrence that might adversely affect its ability to do so;
- (e) PCYC will undertake its obligations with integrity, good faith and probity;
- (f) PCYC will not nor will it attempt to sell, transfer, assign, mortgage, charge or otherwise dispose of or deal with any of its rights, entitlements and powers or obligations under this Deed;
- (g) PCYC will comply with all State and Commonwealth laws;

- (h) PCYC will cooperate fully with SWEK in the administration of this Deed.

5.3 Records and Reporting

- (a) PCYC acknowledges and agrees that it will keep complete, up-to-date, accurate and detailed written records of:
 - (1) income or funds received on account of the Redevelopment Works (including the source/s) of such income or funds;
 - (2) expenditure of the Grant in respect to the Redevelopment Works;
 - (3) labour used (including volunteer labour categorised on an unskilled, skilled and professional basis) on the Redevelopment Works, including payment thereof;
 - (4) the procurement of goods and services;
 - (5) challenges, set-backs and actual or proposed solutions associated with the Redevelopment;
 - (6) proposed, actual, and achieved Milestones agreed to under any contract and/or agreement reached with any person associated with the Redevelopment Works; and
 - (7) actual or likely problems or difficulties with staff or contractors working on the Redevelopment (including any actual or proposed solutions);
- (b) At any time and from time-to-time, SWEK may inspect the Records and make and take copies of the Records;
- (c) If SWEK requires PCYC to provide SWEK with information or documentation relating to any aspect of the Redevelopment Works (including the cost thereof), the Grant or this Deed, PCYC will:
 - (1) promptly and properly comply with such requirement; and
 - (2) ensure that all information and documentation so provided is accurate, complete, sufficiently detailed, up-to-date and neither misleading nor deceptive;
- (d) PCYC will every 120 Business Days (or at shorter intervals, if requested by SWEK) provide SWEK with a detailed written report properly and comprehensively addressing all the matters set out in clause 5.3(a);
- (e) Clause 5.3(a) and clause 5.3(d) survive the expiry or earlier termination of this Deed by 3 years.

5.4 Procurement of goods and services

- (a) In procuring any goods and services in connection with the Redevelopment Works PCYC will ensure that all contracts having a value:

- (1) up to \$250,000.00 have been awarded on the basis that PCYC obtained at least three written quotes;
- (2) over \$250,000.00 have been awarded after a public tendering process; and
- (3) PCYC will not “contract split” to avoid the intent of this clause.

6. Freedom of Information and Financial Management Act 2006

PCYC acknowledges and agrees that this Deed and information regarding it is subject to the *Freedom of Information Act 1992* and that SWEK may publicly disclose information in relation to this Deed including its terms and the details of PCYC in accordance with that Act.

7. Acknowledgement of SWEK

PCYC will, during the Term, suitably acknowledge SWEK’s financial support of the Refurbishment and the joint application to secure the Grant.

8. Default

8.1 Default Event

- (a) The Parties agree that an Default Event occurs in the following circumstances:
 - (1) progress of the Redevelopment Works are not satisfactory in either SWEK’s or the PCYC’s reasonable opinion;
 - (2) PCYC breaches an obligation under this Deed which cannot be remedied;
 - (3) PCYC breaches any obligation under this Deed and that breach is not remedied within 10 Business Days from the date of Notice provided to PCYC set out in clause 8.2(b);
 - (4) in the reasonable opinion of the SWEK, SWEK’s reputation is or is likely to be damaged by any act or omission or any conduct of PCYC; or
 - (5) PCYC commits three or more breaches of this Deed in a 180 day period.

8.2 Notice of breach

- (a) In the event that PCYC breaches its obligations under this Deed it will immediately notify SWEK in writing of the breach;
- (b) SWEK may demand PCYC rectify any breach by the giving of Notice;
- (c) In the event of a Default Event PCYC will immediately take all action necessary to ensure the breach is rectified and the rectification is approved by Notice from SWEK to PCYC;
- (d) Any notice pursuant to this clause 8 will be provided in accordance with clause 13.

9. Termination of agreement

9.1 Grounds for Termination

- (a) SWEK may terminate this Deed in the event of a Default Event;
- (b) SWEK may terminate this Deed if PCYC is unable to secure sufficient funding for the carrying out of the Redevelopment Works to practical completion;
- (c) PCYC may terminate this Deed if SWEK breaches any of its obligations under this Deed; and
- (d) either Party may terminate this Deed if a Force Majeure Event and termination arises in accordance with clause 11 herein.

9.2 Notice of Termination

- (a) Either Party terminating this Deed will provide the other Party with 1 month notice prior to the date of termination of its intention to terminate this Deed;
- (b) Notice will be provided in accordance with clause 13.

9.3 Consequences of Termination

In the event this Deed is terminated:

- (a) PCYC will immediately take all action necessary to cease further expenditure of the clause 3.2 and/or clause 4.2 Funding;
- (b) SWEK will provide PCYC with Notice in accordance with clause 13 for reimbursement of the Grant in the event the parties agree that SWEK will take over control of the Refurbishment Works, Redevelopment Works and/or the Repurposing Works, whichever remains to be completed; and
- (c) within 20 business days from the date of the Notice provided as set out in clause 8.3(b), PCYC will reimburse SWEK the Grant, less the following:
 - (1) costs properly incurred by PCYC in accordance with clause 5.1; and
 - (2) those costs which have not been paid by PCYC but which are due and payable

provided that, within 5 Business Days from the date of the Notice, PCYC provides SWEK with documentary evidence that the costs set out in clause 8.3(c) were properly incurred in accordance with this Deed.

10. Relationship

The Parties acknowledge and agree that nothing in this Deed may be construed to make either of them a partner, agent, employee or joint venturer of the other.

11. Force Majeure Event

11.1 Notice of Force Majeure Event

If a Party is affected, or likely to be affected, by a Force Majeure Event, that Party (**Affected Party**) will immediately give the other Party notice of that fact specifying:

- (a) full particulars of the Force Majeure Event;
- (b) an estimate of its likely duration;
- (c) the obligations of the Affected Party affected by the Force Majeure Event and the extent of its effect on those obligations; and
- (d) any steps taken or proposed to be taken by the Affected Party to remove, remedy or minimise the effects of the Force Majeure Event.

11.2 Suspension of Obligations

On the giving of a Notice in accordance with clause 11.1 herein, the obligations under this Deed of the Affected Party are suspended but only to the extent and for so long as those obligations are affected by the Force Majeure Event.

11.3 Delay or failure to perform

The Affected Party will not be liable for:

- (a) any delay or failure in the performance of the Affected Party's obligations under this Deed; or
- (b) any loss suffered by any other Party as a result of the delay or failure in the performance of the Affected Party's obligations under this Deed

to the extent that the obligations of the Affected Party are suspended in accordance with clause 11.2 herein.

11.4 Effort to overcome

The Affected Party will use reasonable endeavours to remove, remedy or minimise the effects of the Force Majeure Event as quickly as possible.

11.5 End of Force Majeure

On removal or resolution of the effects of the Force Majeure Event, the Affected Party will:

- (a) notify the other Party within 10 days of such removal or resolution; and
- (b) promptly re-commence carrying out its obligations under this Deed.

11.6 Termination

If a delay or failure by the Affected Party to perform its obligations due to a Force Majeure Event exceeds 30 Business Days any Party may immediately terminate this Deed on giving Notice to the other Party.

11.7 Notice of Force Majeure Event

Any Notice provided as set out in clause 10 will be provided to the other Party in accordance with clause 13.

12. Dispute Resolution

12.1 Dispute Resolution

In the event of a dispute:

- (a) either Party may notify the other of the existence of the dispute and the nature of the dispute by the giving of Notice; and
- (b) both Parties will each within 10 Business Days after Notice cause the representatives of both Parties, who have full authority, to meet and consult and try to resolve the dispute.

12.2 Resolution

If the dispute is resolved within the 10 Business Day period:

- (a) the Parties will as soon as possible sign a statement setting out the terms of the resolution reached; and
- (b) each Party will do anything reasonably required by the other Party to give effect to the resolution reached.

12.3 No resolution

In the event that a Party refuses to meet and consult to try resolve the dispute or the Parties are unable to resolve the dispute then either Party may commence legal proceedings in respect to the dispute.

12.4 Performance of obligations

Each Party will continue to perform its obligations under this Deed to the extent practicable despite the existence of a dispute.

12.5 Costs associated with dispute resolution

Each Party will pay its own expense incurred in connection with the dispute resolution process.

12.6 Notice of dispute

Any Notice provided by a Party set out in clause 12 will be provided in accordance with clause 13.

13. Notices

13.1 Notices

Any notice or other communication to or by any Party will be:

- (a) in writing;
- (b) addressed to the address of PCYC in clause 13.4 or to any other address as PCYC may have notified the sender; and
- (c) be signed by the Party or by an Authorised Officer of the sender.

13.2 Manner:

In addition to any other method of service authorised by law, the notice may be:

- (a) personally served on a Party;
- (b) left at the current address for service;
- (c) sent by prepaid ordinary post to the address for service;
- (d) sent by facsimile to the Party's current numbers for service; or
- (e) sent by electronic mail to the Party's electronic mail address.

13.3 Time

If a Notice is sent or delivered in the manner provided in clause 13.2 it will be treated as being given to or received by the addressee in the case of:

- (a) delivery in person, when delivered;
- (b) delivery by post:
 - (1) in Australia to an Australian address, the fourth Business Day after posting; or
 - (2) in any other case, on the tenth Business Day after posting;
- (c) facsimile, when a transmission report has been printed by the sender's facsimile machine stating that the document has been sent to PCYC's facsimile number; or
- (d) electronic mail, when the sender's computer reports that the message has been delivered to the electronic mail address of the addressee but if delivery is made after 5.00pm on a Business Day it will be treated as received on the next Business Day in that place;

- (e) a letter sent by post, on the third Business Day after posting;
- (f) a facsimile, on production of a transmission report from the facsimile machine from which the Notice or communication was sent which shows that the entire facsimile was sent to the facsimile number of the addressee set out in clause 13.4; and
- (g) an email, at the time of transmission.

13.4 Address for Service

The Parties' addresses for service are as follows:

(a) **SWEK**

SWEK

Attention: Vernon Lawrence
Title: Chief Executive Officer
Address: 20 Coolibah Drive, Kununurra
Postal address: PO Box 614, Kununurra WA 6743
Email: Vernon.Lawrence@swек.wa.gov.au

(b) **Recipient**

PCYC

Attention:
Title:
Address: Coolibah Drive, Kununurra WA 6743
Postal Address:
Email:

13.5 Changes

A Party may from time to time change its address or numbers for service by Notice to the other Party.

14. Liability

- (a) SWEK will not be liable in any way of whatsoever nature, including but not limited to negligence, for the success or otherwise of the Redevelopment Works under this Deed; and
- (b) SWEK will not be responsible for any losses or financial shortfalls encountered by PCYC in connection with the RedevelopmentWorks or this Deed.

15. Release and Indemnity

Subject to the Parties complying with all the obligations set out in this Deed the Parties release and indemnify each other from all claims and/or proceedings brought of whatsoever nature connected with or arising from the provisions of this Deed.

16. Miscellaneous

16.1 Exercise rights

A single or partial exercise or waiver by a Party of any right under or relating to this Deed will not prevent any other exercise of that right or the exercise of any other right.

16.2 Legal effect

Each Party acknowledges and agrees for the benefit of the other Party that this Deed is intended to take effect as a Deed. Each Party executes this Deed with the intention that it will be immediately legally bound by this Deed.

16.3 Merger

If the liability of a Party to pay money under this Deed becomes merged in any agreement, judgment, order or other thing, the Party liable will pay interest on the amount owing from time to time under that agreement, judgment, order or other thing at the higher of the rate payable under this Deed and that fixed by or payable under that agreement, judgment, order or other thing.

16.4 Moratorium legislation

Any law which varies, prevents or prejudicially affects the exercise by a Party of any right, power or remedy conferred on it under this Deed is excluded to the extent permitted by law.

16.5 No assignment

A Party will not assign, transfer or novate all or any part of its rights or obligations under or relating to this Deed or grant, declare, create or dispose of any right or interest in it, without the prior written consent of the other Party.

16.6 Remedies cumulative

The rights and remedies under this Deed are cumulative and not exclusive of any rights or remedies provided by law.

16.7 Severability

If a provision of this Deed is illegal, invalid, unenforceable or void in a jurisdiction it is severed for that jurisdiction and the remainder of this Deed has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected.

16.8 Further assurance

Each Party will promptly at its own cost do all things (including executing and delivering all documents) necessary or desirable to give full effect to this Deed and the transactions contemplated by it.

16.9 Costs

Each Party is responsible for all its own costs incurred in the negotiation and performance of this Deed including legal costs.

16.10 Variation

An amendment or variation to this Deed is not effective unless it is in writing and signed by the Parties.

16.11 Waiver

- (a) A Party's waiver of a right under or relating to this Deed, whether prospectively or retrospectively, is not effective unless it is in writing and signed by that Party;
- (b) No other act, omission or delay by a Party will constitute a waiver of a right.

16.12 Counterparts

This Deed may be executed in any number of counterparts each of which will be considered an original but all of which will constitute one and the same instrument. A Party who has executed a counterpart of this Deed may deliver it to, or exchange it with, another Party by:

- (a) faxing; or
- (b) emailing a pdf (portable document format) copy of the executed counterpart to that other Party.

16.13 Whole agreement

This Deed:

- (a) is the entire agreement and understanding between the Parties relating to the subject matter of this Deed; and
- (b) supersedes any prior agreement, memorandum of understanding, representation (written or oral) or understanding on anything connected with the subject matter.

17. 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 Deed or developed for the purpose of achieving the objectives of this Deed will belong to the Party owning or developing such rights.
- (c) Each Party to this Deed will decide, at its own discretion, how to register, maintain and protect its own Intellectual Property.

18. Publication and Confidentiality

- (a) Any marketing, public promotion and/or media coverage of the PCYC Refurbishment and/or Redevelopment Works will be planned, designed and delivered with agreement of the Parties.
- (b) The Parties will ensure that no Confidential Information is published.

- (c) Each Party will not disclose to any person or publish:
 - (1) any Confidential Information of the other Party; or
 - (2) use any Confidential Information of the other Party other than for the purpose of this Deed.
- (d) This paragraph does not apply where:
 - (1) the other Party consents in writing to the disclosure, publication or use of the Confidential Information;
 - (2) the information is available to the public generally (except as a result of a previous breach of this Paragraph);
 - (3) a Party is required to make the disclosure by law;
 - (4) the disclosure is made on a confidential basis to the employees, agents or representatives of that Party or their professional advisers and/or financiers for the purpose of this Deed; or
 - (5) the disclosing Party can prove that it lawfully possessed the disclosed information before obtaining it in connection with this Deed.
- (e) Each Party will, on demand, return any Confidential Information supplied by the other Party.
- (f) Each Party will inform any of its employees intending to use the Confidential Information the confidential nature of the information.
- (g) The Parties will not be released from any obligation arising from violation of this provision by its employees.

19. Survival Paragraph

- (a) Notwithstanding anything contrary in this Deed, the termination of this Deed will not relieve either Party from the obligations imposed by this Deed in respect of Intellectual Property set out in paragraph 17 or Publication and Confidentiality set out in paragraph 18 disclosed prior to the termination of this Deed.
- (b) The matters set out in paragraphs 17 and 18 are intended to be binding on the Parties to this Deed and will survive the termination of this Deed.

Signing Page

SIGNED AS A DEED



Signed by Vernon Lawrence

under delegated authority by the Council of the
Shire in the presence of

Signature of Witness

Vernon Lawrence
CEO
Shire of Wyndham East Kimberley

Print full name of Witness

Dated

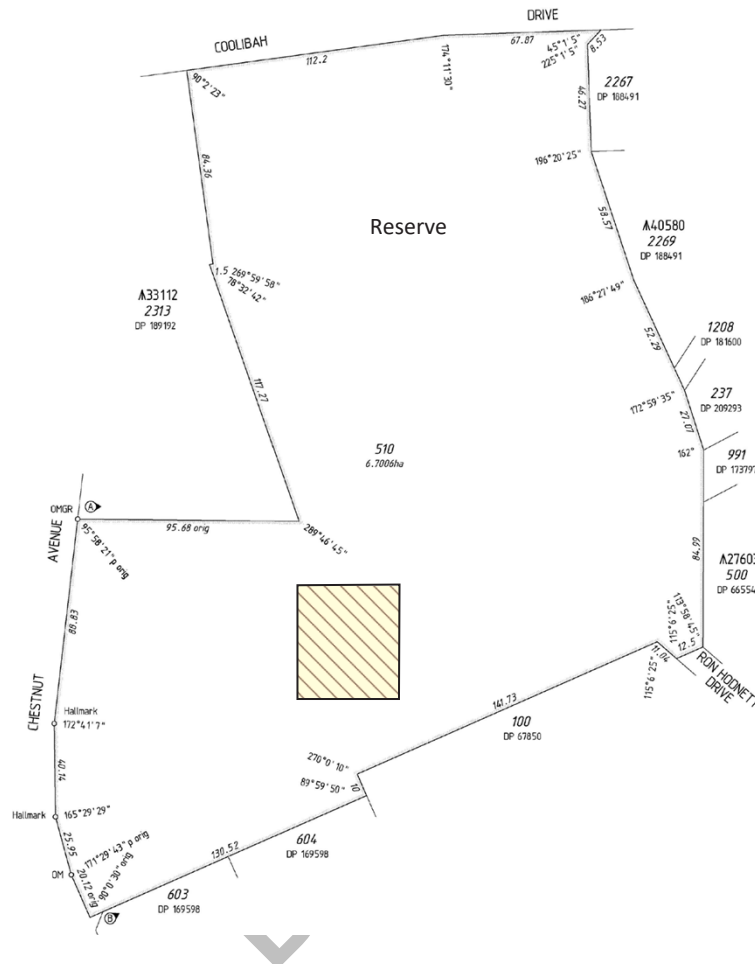
**Signed by WA Police and Community
Youth Centres** in the presence of

Signature of Witness

[name]
Chief Executive Officer
Western Australian Police and Community Youth Centres
Inc

Print full name of Witness

Dated



Attachment 2 : Stage 1 draft Shire Plan

APPENDIX 1

Stage 1 Indicative
Youth Hub plan



Attachment 3 : Stage 2 draft Infrastructure Plan

