

## Memorandum of Understanding

### For the Utilization of desk space and access to meeting rooms at the Shire of Wyndham East Kimberley

#### 1. Parties

The parties to this Memorandum of Understanding (MOU) are the Shire of Wyndham East Kimberley (SWEK) and the Department of Local Government, Sport and Cultural Industries (DLGSCI).

#### 2. Purpose:

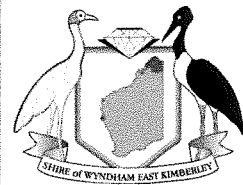
SWEK and DLGSCI have agreed to enter into this MOU to formalise arrangements between the parties in relation to the utilisation of a desk space and access to meeting rooms at the Shires Kununurra Administrative Office or the Kununurra Leisure Centre to accommodate the DLGSCI Regional Officer. It outlines the principle underlying this agreement, and the framework for cooperation between the parties.

#### 3. Commencement and duration

This MOU commences on the date the MOU is signed by the second party and will continue from that date until termination occurs as per clause 10 of this agreement.

#### 4. Principles- Cooperation

The parties will work cooperatively to ensure that the required facilities – desk space and access to meeting rooms as required are provided to DLGSCI to ensure that their administrative needs are met; whilst the Shire continues to maintain effective and efficient services for its customers.



## 5. Terms of Agreement:

The Shire of Wyndham East Kimberley agrees to:

- a) Permit DLGSCI access to the Kununurra Administration/Kununurra Leisure Centre Office between the hours of 7.30am and 4.30pm, Monday to Friday (excluding public holidays).
- b) Make available one workstation comprising of a desk and chair.
- c) Provide access to SWEK printer/photo copier/fax/scanner facilities.
- d) Provide DLGSCI Regional Officer access to the SWEK meeting rooms for the purpose of meeting with clubs/organisations in the course of business on a needs basis. Access to meeting rooms will need to be booked via email to Coordinator Recreation and Leisure to avoid conflict with other users.
- e) Provide access to toilet and kitchen facilities.

The Department of Local Government, Sport and Cultural Industries agrees to:

- a) Provide all necessary equipment and resources for the Regional Officer such as computer, specific stationery needs, mobile phone and internet access.
- b) Hold public liability and necessary insurance to protect its employee and clients.
- c) Pay an annual rental cost to the Shire of \$5000 excluding GST commencing on the commencement date of this MOU and paid in advance.

### 5.1 Terms of the MOU

The MOU will be reviewed on an annual basis and the conditions subject to renegotiation.

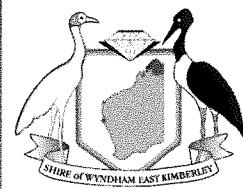
## 6. Liaison and Management

The SWEK Liaison Officer shall be:

Nick Allen  
Coordinator Recreation and Leisure  
08 91684100  
0439692877  
[Nick.allen@swek.wa.gov.au](mailto:Nick.allen@swek.wa.gov.au)

The DLGSCI Regional Officer will be:

Name: Maria Geier  
Title: Regional Officer  
Number: TBA  
Email: [maria.geier@dlgsc.wa.gov.au](mailto:maria.geier@dlgsc.wa.gov.au)



The Management Representative will be:

**SWEK**

Manager Community Services

0891684100

0407 600 081

[mail@swek.wa.gov.au](mailto:mail@swek.wa.gov.au)

**DLGSCI**

Kristina Dickman

Regional Manager, Kimberley

Strategic Policy and Regional Services

Department of Sport and Recreation

08 9195 5750

0419 140 369

**7. Confidential Information**

No party shall use or distribute any confidential information obtained from the other party.

**8. Disputes**

Where a dispute regarding the agreement or arrangements of the MOU arises between the parties, the Liaison Officers for the parties will make reasonable efforts to resolve the dispute by mutual agreements.

Where the Liaison Officers cannot reach agreement, the matter shall be referred to the Management Representatives.

Any dispute that is not resolved to the satisfaction of the parties may be resolved by an independent third party agreed to and appointed by the parties and the resolution proposed by such person shall be binding on both parties with any cost of achieving resolution being borne equally by the parties.

**9. Variation of MOU**

The terms of the MOU may be varied only by written agreement and two months advance notice in writing between the parties.



## 10. Termination

### 10.1

The parties reserve the right to terminate this MOU if either party unreasonably fails or refuses to observe the Purpose and agreements as outlined in the MOU. In this case, the MOU will end immediately.

### 10.2

A Party seeking to terminate this MOU in other circumstances must provide notice in writing to the other party specifying the reason or reasons for seeking the termination. Termination will take effect within twenty one (21) days after the provision of a written notice from the date of notice or the date received by the other party. A notice may be withdrawn by provision of subsequent notice in writing.

### 10.3

In the event of termination, the obligations regarding use of confidential information shall remain confidential.

## 11. Confidentiality of Covenants and Terms of the MOU

The above shall remain confidential between the parties.

Any verbal or written information relating to DLGSCI or SWEK related business shall remain confidential. The DLGSCI employee will sign a confidentiality agreement prior to commencing work from SWEK facilities.

## Authorisation of MOU

\_\_\_\_\_  
Singed for and on behalf of Shire Wyndham East Kimberley

\_\_\_\_\_  
Singed for and on behalf of Department of Local Government, Sport and Cultural Industries