



# **APPENDICES**

## **Ordinary Council Meeting**

**Monday, 16 December 2019**



# Table of Contents

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SY191-12/19    Renewal of Shire of York and UWA MOU

Appendix 1      Shire of York MOU with University of Western Australia 2020-2023 ..... 4

Appendix 2      UWA email from Associate Dean Benjamin Smith ..... 10

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# MEMORANDUM OF UNDERSTANDING

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BETWEEN

THE UNIVERSITY OF WESTERN AUSTRALIA

AND

*THE SHIRE OF YORK*

IN RELATION TO BUT NOT RESTRICTED TO ARCHAEOLOGICAL AND  
HISTORICAL RESEARCH, INDIGENOUS STUDIES, EDUCATION,  
ARCHITECTURE, INTERPRETATION AND CONSERVATION

PAGE 1 OF 6

## **1 PARTIES TO THE MEMORANDUM OF UNDERSTANDING**

The Shire of York, Joaquina Street, York Western Australia 6302

and

The University of Western Australia, 35 Stirling Highway, Crawley, Western Australia 6009 .

## **2 DEFINITIONS**

2.1 In this memorandum of understanding, unless the contrary intention appears:

‘MoU’ means this memorandum of understanding document.

‘Projects’ means various collaborations between SOY and UWA to jointly conduct student training, public education and research in archaeology, history, Indigenous studies, heritage management, interpretation and education.

UWA refers to The University of Western Australia. SOY refers to the Shire of York.

## **3 INTERPRETATION**

3.1 This MoU is a statement of intention between the parties in relation to the issues mentioned in it. It is not intended that this MoU create any contractual relationship or that it be legally binding on the parties.

3.2 This MoU describes the relationship between the SOY and UWA with respect to the Projects. This MoU supercedes all communication, negotiations, arrangements and agreements either written or verbal between the parties relating to the projects.

3.3 This MOU does not preclude the potential future development of a written signed formal agreement between the parties to cover all aspects of the relationship between the parties. Such an agreement would replace this MOU.

## **4 COMMENCEMENT AND TERM**

4.1 The MoU commences on the                      day of                      2020 and terminates on the day of                      2023 unless terminated by either party in writing, prior to this date.

4.2 The terms of this MoU may be extended beyond the initial period by agreement by both parties. This agreement must be in writing.

2

## 5 BACKGROUND

- 5.1 UWA has a strong research focus and the capacity to manage collaborative research funding. As part of its broad range of responsibilities, SOY through its Cultural heritage services, is responsible for conserving and interesting the Shire's heritage, which includes Aboriginal, natural and historic places, buildings and projects. The MOU will strengthen existing links between SOY and UWA in areas of archaeology, history and heritage management.
- 5.2 SOY and UWA have agreed to place groups of UWA staff and students at SOY's facilities to conduct research, education and training in the fields of (but not restricted to) archaeology, history, Indigenous studies, architecture, education, and heritage management.
- 5.3 SOY has staff in heritage conservation and interpretation and UWA has staff in archaeology, architecture, Indigenous studies and history to support collaborative Projects. Further resources will be allocated as projects are developed.

## 6 RELATIONSHIP BETWEEN THE PARTIES

- 6.1 Both parties remain independent entities operating in their own right. The relationship will be one of cooperative mutual support with a high level of integrity and mutual regard. This MoU is binding only on this basis and does not represent a legally binding commitment.

## 7 KEY RESPONSIBILITIES OF NWA

- 7.1 SOY's responsibilities shall be to:
  - 7.1.1 Participate in Project steering groups;
  - 7.1.2 With UWA, develop Project implementation plans;
  - 7.1.3 With UWA, manage the staff and student placements including procurement of students and resources;
  - 7.1.4 With UWA, implement and co-ordinate the Project communication strategies;
  - 7.1.5 With UWA, develop Project progress reports;
  - 7.1.6 With UWA, evaluate Projects and manage the subsequent evaluation processes and report development;
  - 7.1.7 With UWA, manage research and collaborative sub-projects; and
  - 7.1.8 Support professional development of participating SOY staff.

2

## **8 KEY RESPONSIBILITIES OF UWA**

### **8.1 UWA's responsibilities shall be to:**

- 8.1.1 Participate in Project steering groups;
- 8.1.2 Review UWA teaching materials for application in the Projects including, but not restricted to:
  - (a) any materials supporting placements for the Masters in Professional Archaeology, Honours or higher degree research.
  - (b) undergraduate training (eg Field Schools, Design Studios).
- 8.1.3 With SOY, develop Project implementation plans;
- 8.1.4 With SOY, manage student placements including procurement of students and resources;
- 8.1.5 With SOY, implement and co-ordinate Project communication strategies;
- 8.1.6 With SOY, develop Project progress reports;
- 8.1.7 With SOY, evaluate Projects and manage the subsequent evaluation process and report development;
- 8.1.8 With SOY, manage UWA and collaborative sub-projects; and
- 8.1.9 Support professional development of participating academic staff and students.

## **9 FUNDING AND PAYMENTS**

- 9.1 Any financial commitment of the parties will be separately documented
- 9.2 Any financial transactions between the parties will be subject to a separate written and signed agreement (see 3.3 above).

## **10 ASSETS**

- 10.1 Assets purchased for the Projects will belong to the party purchasing the asset.
- 10.2 Any equipment belonging to one party that is lost or damaged by the other party will be repaired or replaced (to an equal standard) by the party losing or damaging the equipment.

**11 GOODS AND SERVICES TAX (GST)**

11.1 Consideration under this agreement is GST exempt. In the event any supply gives rise to a GST liability, this will be paid by the party under liability.

**12 VARIATION TO THE MEMORANDUM OF UNDERSTANDING**

12.1 Either party may request a review of the Memorandum of Understanding, and or any of its Sections. Amendments will require signatures from SOY's and UWA's authorised signatories.

**13 INTELLECTUAL PROPERTY**

13.1 Intellectual property rights in all pre-existing materials remains wholly with the party that developed the pre-existing material.

13.2 New intellectual property rights arising from the Project will be owned in accordance with applicable subproject agreements.

**SIGNED** for and on behalf of )  
**THE UNIVERSITY OF WESTERN** )  
**AUSTRALIA** by its authorised signatory: )

\_\_\_\_\_  
 Representative Signature

\_\_\_\_\_  
 Name (Please print)

\_\_\_\_\_  
 Position (Please print)

\_\_\_\_\_  
 Witness Signature

\_\_\_\_\_  
 Witness Name (Please print)

\_\_\_\_\_  
 Date

**SIGNED** for and on behalf of )  
**SHIRE OF YORK** by its authorised signatory: )

\_\_\_\_\_  
 Representative Signature

\_\_\_\_\_  
 Name (Please print)

\_\_\_\_\_  
 Position (Please print)

\_\_\_\_\_  
 Witness Signature

\_\_\_\_\_  
 Witness Name (Please print)

\_\_\_\_\_  
 Date

**Carol Littlefair**

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**Subject:** FW: Shire of York M.O.U.

Carol Littlefair  
Arts & Cultural Heritage Officer



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**From:** Benjamin Smith <[benjamin.smith@uwa.edu.au](mailto:benjamin.smith@uwa.edu.au)>  
**Sent:** Tuesday, 29 October 2019 11:28 AM  
**To:** Carol Littlefair <[carol.littlefair@york.wa.gov.au](mailto:carol.littlefair@york.wa.gov.au)>  
**Subject:** RE: Shire of York M.O.U.

Dear Carol,

Indeed. This has been a productive partnership, valuable on both sides, let's ensure it continues by renewing the MOU.

Best wishes,

**Benjamin Smith | Associate Dean, Research**

Faculty of Arts, Business, Law and Education

<https://uwa.academia.edu/BenjaminSmith>

