



Memorandum of Understanding

This is a Memorandum of Understanding (MOU) between:

Cocos Marine Care Inc., IARN: [insert Incorporated Association Reference Number] of Lot 237 Jalan bunga melati, Home Island, Cocos (Keeling) Islands, 6799 (referred to in this document as 'CMC'),

and

Shire of Cocos (Keeling) Islands, ABN: [insert ABN number] of [insert address] (referred to in this document as 'CKI Shire')

1. Duration of the MOU

- (a) This is a non-binding Memorandum of Understanding (MOU) between **CMC** and **CKI Shire**.
- (b) The MOU will apply from [insert here the date the last party signs] and will continue to apply until termination by either party on the giving of one (1) month's written notice to the other.

2. Scope and Purpose

- (a) CMC and CKI Shire are committed to maintaining a positive and cooperative working relationship.
- (b) CMC and CKI Shire are committed, where practicable, to work collaboratively to deliver fisheries, marine research and marine management-related projects at Cocos (Keeling) Islands.
- (c) As part of the parties' mutual commitment, CMC and CKI Shire will act in accordance with the spirit and intent of this MOU, even though neither party intends that it will be legally binding.

3. Background

- (a) CMC is a representative body of the Cocos (Keeling) Islands' community, acting as the local voice on matters related to the management and use of the local marine environment and fisheries resources. CMC's aim is to ensure the sustainable management and use of Cocos (Keeling) Islands' marine environment for the local community and empower the community to act as



custodians of their land and marine areas. CMC was established in 2021 and became an incorporated body in 2022.

- (b) CKI Shire is a local government authority governed under the *Local Government Act 1995 (WA) (Cocos (Keeling) Islands)*. The CKI Shire is responsible for delivering a range of services for the Territory of Cocos (Keeling) Islands.
- (c) Since establishment, CMC has taken an increasingly active role in marine-related matters at the Cocos (Keeling) Islands, including fisheries management, marine park planning and management and marine science and research. It is recognised as the primary community stakeholder group for the marine environment by relevant Australian government agencies, including Parks Australia and the Department of Infrastructure, Transport, Regional Development, Communication and the Arts.
- (d) The Shire has informally supported CMC in their activities over the last year (2022), through the provision of office space, equipment and materials for use by CMC personnel.

4. Goals and objectives

This MOU aims to:

- (a) Establish a long-term relationship between CMC and the CKI Shire, in order to support the local community in effectively participating in managing fisheries and the broader marine environment of the Cocos (Keeling) Islands; and
- (b) Facilitate the establishment of communication channels to promote information exchange, as well as scientific, technical, financial and institutional collaboration for fisheries and marine environmental management.

5. Roles and responsibilities

(a) CMC agrees to:

- (i) Manage the planning and delivery of fisheries management services at CKI;
- (ii) Distribute and communicate marine environmental and fisheries-related information to CKI residents and visitors;
- (iii) Undertake specific duties and activities as outlined in subsequent agreements.

(b) CKI Shire agrees to:



- (i) Administer project-specific funding, including providing financial acquittal reports to funding bodies;
 - (ii) Within reason, support CMC in undertaking fisheries management activities, including community engagement and outreach;
 - (iii) Undertake specific duties and activities as outlined in subsequent agreements.
- (c) CKI Shire agrees to provide CMC access to the following equipment and resources, within reason:
- (i) CKI Shire offices, including conference and meeting rooms;
 - (ii) Office equipment for the Community Fisheries Ranger, including a personal computer, internet access (while at the Shire offices), stationary, printers/photocopiers, etc.; and
 - (iii) Other equipment as agreed by the parties.
- (d) CMC and the CKI Shire may undertake to:
- (i) Share information and resources;
 - (ii) Attend meetings and trainings;
 - (iii) Contribute to the evaluation and review of specific projects; and
 - (iv) Provide in-kind support to one another.

6. Financial considerations

- (a) CMC and the CKI Shire acknowledge and agree that this MOU does not create and financial or funding obligation on either party and that such obligations shall arise only upon joint execution of a subsequent agreement or workplan (which shall include a budget) that specifically delineates the terms and nature of such obligations. Such subsequent agreements or workplans, and budgets, will be subject to funding being specifically available for the purposes outlined therein.

7. Procedures and guidelines

- (a) The parties agree to comply with and direct their staff members to comply with all procedures and guidelines developed under this MOU.



- (b) The parties agree to comply with relevant work place safety policies while in CKI Shire offices or using CKI Shire equipment.

8. Advertising and announcements

- (a) Unless required by law, an announcement, circular or other public disclosure including promotional materials, such as newsletters, brochures, flyers or annual reports, referring to the contents or subject matter of this MOU, must not be made or permitted by a party without the prior written approval of the other party.

9. Confidentiality

- (a) The parties acknowledge that information disclosed by one party to the other (the disclosing party) in the course of the subject matter of this MOU may be confidential and unless required by law, must not be disclosed to a third party except with prior written consent of the disclosing party.

10. Dispute resolution

- (a) If a dispute or difference arises between the parties out of or in connection with this MOU, either party may give the other a written notice specifying the dispute or difference.
- (b) Within 7 (seven) days of the date of the notice, a person holding a position of senior management of each party must meet and undertake negotiations in good faith and by reference to the goals and objectives and/or roles and responsibilities set out above and on a without prejudice basis with a view to resolving the dispute or difference.

11. Coordination

- (a) To carry out and fulfill the aims of this agreement, each party will appoint an appropriate person to represent its organization and to coordinate the implementation of activities.
- (i) The Chief Executive Officer (CEO) of the CKI Shire will act as the representative for the CKI Shire; and
- (ii) The Chairperson of CMC will act as the representative for CMC.
- (b) CMC and CKI Shire staff will meet annually (preferably with two days' notice) to discuss and evaluate progress and plan activities related this agreement.

12. Variation



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- (a) The parties may agree to vary any of the requirements of this MOU. Such agreement must be in writing and signed by both parties.

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Signatures

*Signed for Cocos Marine Care Inc.
by its authorised representative:*

Name of representative

Signature of representative

Date

in the presence of:

Name of witness

Signature of witness

Date

*Signed for Shire of Cocos (Keeling) Islands
by its authorised representative:*

Name of representative

Signature of representative

Date

in the presence of:

Name of witness

Signature of witness

Date