



Memorandum of Understanding

between

Commonwealth Government of Australia

and

Western Australian Government



An Australian Government Initiative



**GOVERNMENT OF
WESTERN AUSTRALIA**

MEMORANDUM OF UNDERSTANDING

BETWEEN

COMMONWEALTH GOVERNMENT OF AUSTRALIA

REPRESENTED BY THE

THE DEPARTMENT OF INFRASTRUCTURE, TRANSPORT, REGIONAL
DEVELOPMENT & LOCAL GOVERNMENT

AND

WESTERN AUSTRALIAN STATE GOVERNMENT

REPRESENTED BY THE

THE DEPARTMENT OF REGIONAL DEVELOPMENT AND LANDS

DATED: DAY OF TWO THOUSAND AND NINE

1. Definitions

- 1.1 ACC: Area Consultative Committee
- 1.2 DITRDLG: Australian Government Department of Infrastructure, Transport, Regional Development and Local Government
- 1.3 RDL: Western Australian Department of Regional Development and Lands
- 1.4 MoU: Memorandum of Understanding
- 1.5 RDA: Regional Development Australia
- 1.6 RDC: Regional Development Commission
- 1.7 RDC Act: *Regional Development Commissions Act 1993*
- 1.8 RDO: Regional Development Organisation
- 1.9 WA: Western Australia

2. Parties

- 2.1 The Australian Government represented by the Department of Infrastructure, Transport, Regional Development and Local Government and the Western Australian Government represented by the Department of Regional Development and Lands.

3. Purpose

- 3.1 This MoU is to support the adoption of more integrated and aligned arrangements for regional engagement and economic development between the Australian Government through the RDA network and the Western Australian Government through the RDCs and RDL. It does this by providing an overarching agreement between the State and Australian Governments to support region specific arrangements between RDCs and RDA.

- 3.2 The Parties acknowledge that this MoU is solely for the purpose of a commitment to collaboration on regional and economic development in Western Australia and for no other purpose.
- 3.3 This memorandum is a statement of sincere intent and does not seek to limit the operational independence of the participating organisations, nor create legally enforceable obligations on the part of the parties.

4. Scope

- 4.1 WA has a regional development structure established through the *Regional Development Commissions Act 1993* which provides the WA Government's preferred framework for collaboration in WA.
- 4.2 The proposed approach to collaboration between WA RDA committees and RDCs is based and structured on the principles agreed at the Regional Development Council meeting on 30 July 2008, and on discussions to-date between the WA RDL and DITRDLG. These principles are set out below in clause 5.
- 4.3 Arrangements for collaboration aim to accommodate regional differences across WA and its regions. This is to be achieved through the engagement of the three spheres of government.

5. Principles of Collaboration

- 5.1 The national Regional Development Council agreed that collaboration between state regional development organisations and RDA should follow broad principles of:
- **Integrated arrangements:** the Australian, State, Territory and Local governments agree to continue to work towards the eventual adoption of more integrated and aligned arrangements for regional and economic development, recognising that alignment is necessarily a long-term process;
 - **Commitment to collaboration:** where possible, the three levels of government collaborate at the regional level;
 - **Common boundaries:** review existing boundaries to align RDA, RDO and local government boundaries wherever possible;
 - **Acknowledge the differences:** regional engagement and economic development structures vary across the Australian Government and States and Territories;
 - **Tripartite arrangements:** ideally, local regional development structures should involve the three spheres of government, including joint membership of committees and governing bodies;
 - **Sharing of information:** improve information sharing on regional development activities and outcomes;
 - **Purpose and role of RDA and RDOs:** work towards a shared purpose;
 - **Cross membership:** as opportunities arise, work towards a degree of cross membership of committees;

- **Joint funding:** where possible collaborate through joint funding of regional development bodies to enable an increase in the scope of their activities; and
- **Co-location:** where possible co-locate regional development offices to facilitate better communication and minimise duplication of facilities.

These Principles form the foundation of this MoU.

6. Roles and Functions of RDA

The roles and functions of RDA will include:

6.1 Advice, consultation and community engagement:

- consult with regional stakeholders on needs and priorities;
- Two-way conduit for information and advice between communities and government;
- Engage with all levels of government, regional stakeholders and communities in developing solutions to regional needs and priorities.

6.2 Contribute to regional planning:

- Develop strategic regional plans (in collaboration with Australian, State/Territory and local governments);
- Annual reporting against milestones/performance indicators;
- Annual analysis against areas of Australian Government policy.

6.3 Whole of government activities:

- First point of contact for Australian Government agency consultations;
- A first point of contact for communities for information about Australian Government services and programs;
- Contribute to other national agendas from a regional perspective (e.g. from time to time this may include infrastructure, transport, social inclusion, climate change, and so on);
- Administer third party contracts for other agencies as appropriate.

6.4 Promotion of Government programs:

- Provide information to regional stakeholders about Australian Government programs;
- Identify potential government programs to support regional projects and initiatives;
- Provide advice and assistance with accessing funding from existing programs towards regional projects;

6.5 Community development:

- Act as an advocate for the region;
- Build networks and develop leadership within the region;
- Brokering solutions that address regional issues and barriers to development;
- Helping to broker partnerships which will address the needs and aspirations of regional communities.

7. Party Commitments

- 7.1 The Parties agree they will adhere to the commitments provided within this MoU including those relating to the Principles of Collaboration in clause 5 of this MoU and detailed in Schedule 1 – Commitment Statement.
- 7.2 The Parties agree nothing in this MoU shall give rise to any liability of any kind to any parties on the part of the Australian Government, the Western Australian Government, their employees or agents (or both).
- 7.3 This MoU can be varied by agreement between RDL and DITRDLG provided the variations are made in accordance with Clause 13 of this Memorandum.
- 7.4 The Parties acknowledge that this MoU is solely for the purpose of a commitment to collaboration on regional and economic development in Western Australia and for no other purpose.
- 7.5 RDAs will be incorporated bodies.
- 7.6 It is acknowledged that the Australian Government's non-metropolitan RDA committees and the Western Australian Government's RDCs may enter into individual agreements, consistent with the roles and functions in this MOU, to promote effective outcomes in their regions.
- 7.7 It is also acknowledged that RDL may enter into an arrangement based on the relevant Principles of Collaboration of this Memorandum with RDA in regard to areas of metropolitan Perth.

8. Limits of Responsibility and Indemnity

- 8.1 DITRDLG and RDL will not be liable for any loss or damage (including consequential loss or damage), however caused, which may arise from arrangements under this MoU.
- 8.2 Neither DITRDLG nor RDL or their partners, employees or agents will, by virtue of this Memorandum be, or for any purpose be deemed to be, a partner, employee or agent of the other Party.

9. Security, Privacy and Confidentiality

- 9.1 The Parties agree to comply with the Information Privacy Principles set out in section 14 of the *Privacy Act 1988* in respect of personal information received, created or held by RDL and DITRDLG in connection with this MoU, as if DITRDLG and RDL were agencies as defined in the *Privacy Act 1988*.
- 9.2 This clause shall survive the termination or expiry of this MoU.
- 9.3 Both DITRDLG and RDL are subject to Freedom of Information provisions under the *Freedom of Information Act 1992*.

10. Intellectual Property Rights

- 10.1 The Parties acknowledge that nothing in this MoU shall affect ownership of any intellectual property rights.

11. Dispute Resolution

- 11.1 Any disputes requiring resolution should be communicated in writing between the contact officers.
- 11.2 In the event of a dispute under this MoU, the Contact Officers will each use their best endeavours to resolve the dispute between them at an operational level.
- 11.3 If a dispute is not resolved under clause 11.2 within five business days of an issue being formally raised by the parties, the dispute will be referred by the Contact Officers to their respective superiors, as detailed in Schedule 2.
- 11.4 If the matter is not resolved through further negotiations under clause 11.3, the dispute will be referred by the officers nominated under clause 11.3 to the Secretary of DITRDLG and to the Director General of RDL.

12. Term of this MoU

- 12.1 This MoU will commence on the date of execution and, subject to Clause 13, will continue indefinitely.

13. Variation or Termination of Memorandum

- 13.1 This Memorandum will remain in force until it is terminated by any party to this Memorandum upon giving three months written notice to the other Parties.
- 13.2 Any of the Parties to this Memorandum may, at any time by written notice, agree to vary this Memorandum. Any variation to this Memorandum must be in writing and signed by all Parties to this Memorandum.

14. MoU Review

- 14.1 This MoU will be subject to regular reviews by mutual agreement between the Parties at periods of no shorter than 2 years unless agreed to by both Parties. Reviews will be undertaken to ensure that the MoU remains responsive to emerging and changing regional priorities in WA.

15. Contact Officers

- 15.1 DITRDLG and RDL agree to appoint Contact Officers. The Contact Officer for each party is authorised to act for that party in relation to this MoU and is the first point of contact for the other party in relation to any disputes arising under this MoU.
- 15.2 The details for each party's Contact Officer as at the execution date are set out in Schedule 2.
- 15.3 If RDL or DITRDLG wish to change their Contact Officer that party will notify the other party in writing of the new contact details within five working days of the change.

IN WITNESS WHEREOF the parties have executed this Memorandum on the dates below.

SIGNED for and on behalf of
THE AUSTRALIAN GOVERNMENT

by
the

) The Hon Maxine McKew MP
) Parliamentary Secretary for
) Infrastructure, Transport, Regional
) Development and Local
) Government
) Australian Government

of the

.....
Signed

.....
Date

In the Presence of:

.....[WITNESS' SIGNATURE]

.....[PRINTED NAME OF WITNESS]

SIGNED for and on behalf of
THE WESTERN AUSTRALIAN GOVERNMENT

by
the
of the

) The Hon Brendon Grylls MLA
) Minister for Regional Development
) Western Australian Government

.....
Signed

.....
Date

In the Presence of:

.....[WITNESS' SIGNATURE]

.....[PRINTED NAME OF WITNESS]

SCHEDULE 1 – COMMITMENT STATEMENT

DITRDLG and RDL Commitments

It is intended that DITRDLG and RDL will undertake, where possible, to follow the commitments outlined below based on the ten guiding principles agreed on at the Regional Development Council meeting in July 2008. It is recognised that these commitments are not binding on RDCs or RDA committees as arrangements between RDCs and RDA committees are expected to be by individual regional agreements.

1. Integrated Arrangements

RDL and DITRDLG recognise that should future integration be proposed by DITRDLG, RDL RDA committees or RDCs in Western Australia, DITRDLG and RDL will enter into discussion to determine whether the proposed integration is appropriate.

2. Commitment to Collaboration

It is agreed that there be general commitment for RDL and DITRDLG to work in a collaborative and cooperative manner. Streamlined State/Commonwealth processes can be developed in order to deliver agreed whole of government and regional outcomes.

3. Common Boundaries

It is agreed that the boundaries as defined under the *Regional Development Commissions Act 1993* are the Western Australian Government regions for the purposes of this MoU. It is further agreed that:

- 3.1 RDA will use the RDC regions as building blocks;
- 3.2 Where there are two or more RDC regions within a RDA region, RDA will acknowledge each separate RDC region and strive to establish collaborative structures with each RDC in that region; and
- 3.3 An arrangement between RDL and RDA is to be developed for collaboration in the metropolitan area of Perth.

4. Acknowledge the Differences

Different circumstances existing in each region may be acknowledged in the individual regional agreements established by each RDC and RDA.

5. Tripartite Arrangements

Local government involvement in the collaborative structure may be achieved in non metropolitan regions through the RDA and RDC Management Boards/Committees, which may both include local government representation. Local government representation on RDC Management Boards is covered under the *Regional Development Commissions Act 1993*.

6. Sharing of Information

- 6.1 The Parties will encourage information sharing and create efficient communication processes
- 6.2 RDA and RDCs shall, at their discretion, develop information sharing protocols as agreed through individual regional agreements.
- 6.3 Information sharing arrangements shall not compromise the deliberative roles of RDCs and RDA in their respective spheres of Government.

6.4 Arrangements shall not preclude RDL and DITRDLG accessing Commonwealth and State jurisdictions directly.

7. Purpose and Role of RDA and RDOs

7.1 It is acknowledged that RDOs in WA are referred to as RDCs.

7.2 RDC roles and functions are defined under the *Regional Development Commissions Act 1993*.

7.3 RDA's role is broadly defined as being a link between the Australian Government and communities for regional development activities, contributing to regional development planning and priorities and fostering economic development.

7.4 Agreed regional arrangements may further define the collaborative roles and reflect regional priorities, and may include delivery of programs and services within the Regions.

8. Cross Membership

8.1 It is acknowledged that, in accordance with the *Principles of Collaboration* provided at Clause 5 of this Memorandum, a degree of cross membership of RDA and RDC members will be encouraged in each region.

8.2 At the RDCs discretion, RDA committee members may be invited to RDC meetings.

8.3 At the RDAs discretion, RDC board members may be invited to RDA meetings.

9. Joint Funding

9.1 The Commonwealth will determine appropriate administrative funding levels for RDA in each region.

9.2 Any services to be delivered by RDCs at the request of the Australian Government, or by RDA committees at the request of the Western Australian Government may be appropriately costed in individual contractual agreements.

9.3 RDA committees and RDCs may agree to jointly manage or deliver projects in their regions.

10. Co-Location

10.1 The Parties may promote co-location of RDCs and RDA where appropriate.

10.2 It is acknowledged that RDCs and RDAs may examine their own feasibility, costs and benefits of co-location and where appropriate transition to common operation locations.

11. RDA Chair, Deputy Chair and Committee Member appointments

11.1 An Expression of Interest process will be undertaken to seek nominations for membership of RDA committees in Western Australia.

11.2 It is intended that the Parliamentary Secretary for Infrastructure, Transport, Regional Development and Local Government shall appoint the Chair, Deputy Chair and all other committee members of Western Australian RDA committees.

11.3 It is intended that nominations will be sought from the Minister for Regional Development for up to two RDC representatives on each RDA committee.

11.4 Ideally, each RDA committee will also have two local government representatives.

SCHEDULE 2

CONTACT OFFICERS

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RESPECTIVE SUPERIORS

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