

**SOUTH EAST CORRIDOR COUNCILS ALLIANCE**

**MEMORANDUM OF UNDERSTANDING**

**between**

**CITY OF ARMADALE**

**and**

**CITY OF CANNING**

**and**

**CITY OF GOSNELLS**

**and**

**TOWN OF VICTORIA PARK**



Dated: 29 June 2020

## MEMORANDUM OF UNDERSTANDING

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

**CITY OF ARMADALE**, [ABN 79 8632 69 538] of 7 Orchard Avenue, Armadale, Western Australia 6112 ("**Armadale**")

and

**CITY OF CANNING**, [ABN 80 227 965 466] of 1317 Albany Highway, Cannington, Western Australia 6107 ("**Canning**")

and

**CITY OF GOSNELLS**, [ABN 18 374 412 891] of 2120 Albany Highway, Gosnells, Western Australia 6110 ("**Gosnells**")

and

**TOWN OF VICTORIA PARK**, [ABN 77 2848 597 39] of 99 Shepperton Road, Victoria Park, Western Australia 6100 ("**Victoria Park**")

### **1. PURPOSE**

To transform the South East Corridor (Corridor) by advancing social, economic and environmental sustainability through collective action.

1.1 This Memorandum of Understanding (MoU) sets out the framework for the establishment of a co-operative relationship between the parties.

### **2. NAME OF THE GROUP**

The name of the group shall be South East Corridor Councils Alliance (SECCA).

### **3. COLLABORATION AND OBJECTIVES**

3.1 The Parties' strategic objective is to collaborate on issues of mutual interest to enhance the outcomes of each organisation.

3.3 The Parties will discuss and explore opportunities and proposals to cooperate and collaborate in one or more of the following strategic priority areas of the SECCA:

**Advocacy**

Increase the sense of urgency and level of government investment in the strategic priorities through detailed analysis of issues, political policies and positioning of each party in order to inform the unified election cycle activities of the SECCA.

**Transport**

Ensure that the opportunities created by investment in transport infrastructure are maximised to facilitate job creation, private investment and a diversity of land use opportunities such as transit orientated developments.

**Infrastructure**

Realise the potential of the Corridor's strategic activity centres through facilitating and advocating for the provision of essential infrastructure in order that a diversity of functionality, employment and educational opportunities are accessible to the community.

**Economy and Employment**

Through collaborative research understand the drivers and opportunities to facilitate the economic growth of the region and develop strategies to nurture and incubate entrepreneurship and regional employment self-sufficiency.

**Tourism**

Actively promote the Corridor's tourism assets, investment potential and partnerships.

**Environment**

Retain and expand the urban forest canopies throughout the Corridor as well as the conservation and enhancement of the natural environment.

**Education and Training**

Increase employment through enhanced education and training access throughout the Corridor, promoting self-sufficiency.

**Planning and Built Form**

Improve the diversity, built form outcomes and timely delivery of housing, industrial, office, retail, health, entertainment and public open spaces throughout the Corridor.

**Local Government Collaboration**

Seek opportunities for major events, resource sharing, sub-regional planning, policy alignment and red tape reduction.

**Heritage and Culture**

Preserve and promote the heritage and culture of the Corridor and its contribution to sense of place.

**4. AGREEMENT NOT BINDING**

- 4.1 Except for clause 10 (Confidentiality), this MoU is being signed by the Parties to evidence in principle non-binding intentions. The Parties acknowledge that no legally binding obligations are intended to arise between them as a result of the signing of this document. Binding obligations are only intended to arise upon signing by the Parties of a formal written agreement in accordance with Clause 7.
- 4.2 Any action taken by any Party in anticipation of approvals will be at the sole risk of that Party.
- 4.3 No partnership or joint venture is created by this MoU, and neither Party can commit another Party financially or otherwise to third parties.

## **5. RESPONSIBILITIES OF THE PARTIES**

- 5.1 The Parties will meet regularly, represented by the Mayors and Chief Executive Officers and any other relevant person as required from time to time;
- 5.2 SECCA will establish working groups and/or forums as needed

## **6. INTELLECTUAL PROPERTY**

- 6.1 Intellectual property will be acquired by SECCA as needed.
- 6.2 Unless otherwise agreed by SECCA, the cost of acquiring and maintaining the Intellectual Property will be borne equally by the Parties.
- 6.3 This MoU does not transfer any interest in Intellectual Property to the Parties. All issues relevant to the ownership of Intellectual Property, including Background Intellectual Property and Project Intellectual Property will be determined in the respective written agreement covering the specific collaboration program that the Parties have decided to proceed with and subject to clause 6.

## **7. STRATEGIC FRAMEWORK**

- 7.1 Decisions under this MOU will be made by consensus;
- 7.2 SECCA will establish protocols for communication, reviewing and reporting the progress of collaborative activities and projects initiated under this MoU and agreed procedures for when there is no consensus.

## **8. TERM AND TERMINATION**

- 8.1 The term of this MoU will commence on the date of execution and will continue for a term of 3 years, unless terminated by the mutual parties sooner.
- 8.2 A Party may terminate their involvement in the MoU at any time by written notice of termination to the other Parties.
- 8.3 The termination of this MoU will not affect any activity or project that is the subject of a further agreement between the Parties unless the relevant agreement provides otherwise.

**9. CONFIDENTIALITY**

- 9.1 SECCA will determine what information is to be dealt with confidentially by the Parties.
- 9.2 This provision shall survive the termination or expiration of this MoU.

**10. USE OF NAME AND LOGO**

No Party shall use the name or logo, or any variation thereof, of any other Party without first obtaining its written consent and subject to any directives which may apply to that written consent including compliance with a Party's brand policies and style guidelines.

**11. VARIATION**

A provision of this MoU may not be varied or modified except by a separate written instrument which is signed by a duly authorised signatory of each Party.

**Signed** for and on behalf of **CITY OF ARMADALE** by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (*please print*)

\_\_\_\_\_  
Title (*please print*)

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

In the Presence of:

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

\_\_\_\_\_  
Name of Witness (*please print*)

**Signed** for and on behalf of **CITY OF CANNING** by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (*please print*)

\_\_\_\_\_  
Title (*please print*)

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

In the Presence of:

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

\_\_\_\_\_  
Name of Witness (*please print*)

**Signed** for and on behalf of **CITY OF GOSNELLS** by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (*please print*)

\_\_\_\_\_

Title *(please print)*

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

In the Presence of:

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

\_\_\_\_\_  
Name of Witness *(please print)*

**Signed** for and on behalf of **TOWN OF VICTORIA PARK** by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name *(please print)*

\_\_\_\_\_  
Title *(please print)*

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

In the Presence of:

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

\_\_\_\_\_  
Name of Witness *(please print)*