



MEMORANDUM OF UNDERSTANDING

BETWEEN

SHIRE OF NANNUP

AND

**THE NANNUP WESTERN AUSTRALIA GEOPARK
ASSOCIATION INCORPORATED**

2025-2030



BACKGROUND

This Memorandum of Understanding (MoU) formalises the partnership between the Shire of Nannup (the Shire) and the Nannup Western Australia Geopark Association Incorporated (the Association) to support the development of a static display and associated infrastructure on Shire land. This initiative aligns with the Shire's Strategic Community Plan and recognises the Association's outstanding work in promoting and preserving the geological heritage of the region.

1. Definitions

- 1.1 MoU refers to this Memorandum of Understanding.

2. Party Commitments

- 2.1 The parties agree they will adhere to the commitments provided within this MoU and will actively maintain a cooperative relationship (including the sharing of all relevant information) to enhance the efficient and effective operation and administration of this MoU.
- 2.2 The parties agree nothing in this MoU shall give rise to any legal liability of any kind to the parties on the part of either party, its employees or agents (or both).

3. Commitments

3.1 Shire of Nannup Commitments:

- Provide a dedicated location on Shire land for the static display.
- Cover the public liability insurance component for the site.
- Deliver in-support through drainage and parking improvements.
- Install an accessible parking bay (ACROD) adjacent to the proposed Geopark location.
- Estimated cost of drainage and parking improvements and ACROD Bay line marking: \$35,000.
- Map of the proposed survey area



- Upon successful funding application commits to progressing to a 21-year peppercorn lease with Department of Planning, Land and Heritage Approval.

3.2 The Nannup Western Australia Geopark Association Incorporated Commitments:

- Design and construct the static display as part of its educational outreach.
- Promote geological education, environmental conservation, and responsible tourism.
- Collaborate with the Shire to ensure compliance with development approvals.

4. Limits of Responsibility and Indemnity

- 4.1 Each party shall be responsible for its own actions and liabilities. The Shire shall not be held liable for any damages or losses incurred by the Association in relation to the static display, except where caused by negligence.

5. Security, Privacy and Confidentiality

- 5.1 Both parties agree to comply with the Information Privacy Principles set out in section 14 of the *Privacy Act 1988 (Cth)* in respect of personal information received, created or held by each organisation in connection with this MoU.

6. Dispute Resolution

- 6.1 Any disputes arising from this MoU shall be resolved through good faith negotiations. If unresolved, the matter may be referred to mediation or arbitration as agreed by both parties.

7. Term of this MoU

- 7.1 This MoU will commence on the date of execution and will be for an Initial Term of 5 years.
- 7.2 There will be a further option to extend this MoU for an additional 5 years.
- 7.3 Upon successful funding from the Association Inc, the Shire will initiate a 21-year peppercorn lease with no costs, for agreed use, with the tenant responsible for maintenance and compliance, no subletting or alterations without consent.
- 7.4 Either party may terminate this agreement by written notice to the other party should the Association Inc dissolve or be placed into administration.

8. Compliance and Audit

- 8.1 The Association shall comply with all relevant laws, regulations, and Shire policies. The Shire reserves the right to audit the project to ensure compliance with this MoU.
- 8.2 Each of the parties will advise the other of any audit or review function undertaken internally or externally. The parties, where reasonably possible, will provide assistance to the other in relation to any audit or review.

9. Contact Officers

- 9.1. The Shire and the Association agree to appoint a Contact Officer and authorised delegate. The Contact Officer and authorised delegate for each party is authorised to act for that party in relation to this MoU. The Contact Officer is the first point of contact for the other party in relation to any disputes arising under this MoU.
- 9.2 The details of each party's Contact Officer and authorised delegate are set out in Schedule 1.
- 9.3 If a party wishes to change their Contact Officer or authorised delegate that, party will notify the other party in writing of the new contact details.

EXECUTED as a Memorandum of Understanding (MOU) -

SIGNED for and on behalf of the Shire of Nannup by:

.....
(name) (position)

.....
(signature) (date)

in the presence of witness:

.....
(name) (position)

.....
(signature) (date)

SIGNED for and on behalf of the WA Nannup Geopark Association Inc:

.....
(name) (position)

.....
(signature) (date)

in the presence of witness:

.....
(name) (position)

.....
(signature) (date)

Schedule 1 – Contact Officers

Shire of Nannup

Name: David Taylor
Job Title: Chief Executive Officer
Mobile: 0424 841 889
Email: David.Taylor@nannup.wa.gov.au

Name: Nicole Botica
Job Title: Economic and Community Development Coordinator
Mobile: 08 9756 1018
Email: Nicole.Botica@nannup.wa.gov.au

The Nannup Western Australia Geopark Association Incorporated

Name: Mark White
Job Title: Chairperson
Mobile: 0427 443 807
Email: chairperson@nannupwageopark.com

Name: Jolene Burnett
Job Title: Manager, Grants & Community Development, Lottery west
Mobile: 0447 105 610
Email: Jolene.burnett@lotterywest.wa.gov.au

Delegate/s authorised

Nil