

MEMORANDUM OF UNDERSTANDING

between

Bibbulmun Track Foundation Inc.

and

Department of Biodiversity, Conservation and Attractions - Parks and Wildlife Service

June 2018



Department of **Biodiversity,**
Conservation and Attractions



Rational for Memorandum of Understanding

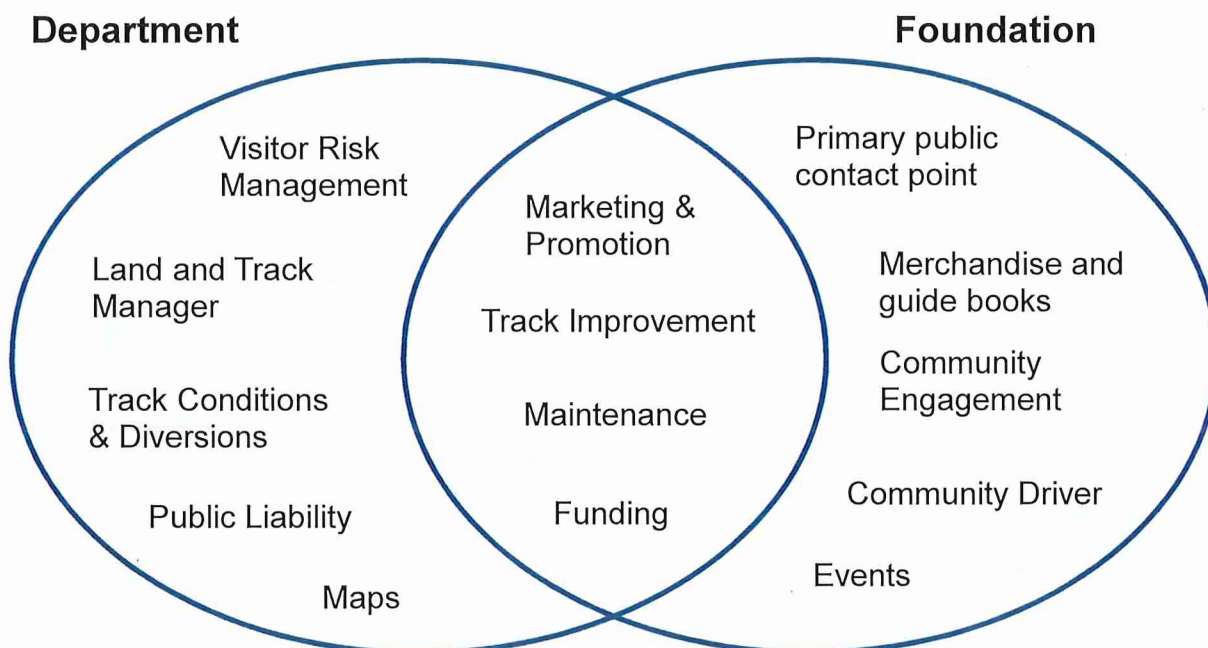
This Memorandum of Understanding (MOU) is between the Bibbulmun Track Foundation Inc (the Foundation) and the Department of Biodiversity, Conservation and Attractions - Parks and Wildlife Service (the department). It seeks to establish an understanding between the Foundation and the department of their roles and responsibilities, in order that each can complement the other's activities associated with the Bibbulmun Track (the Track), working towards the overall benefit of the Track, its users, the surrounding environment and the wider community.

The MOU is not intended to be a legal document. Rather an administrative document that seeks to ensure mutually beneficial working arrangements and to clarify the relationship between the Foundation and the department with regards to the Track.

The Track traverses about 1000 kilometres between Kalamunda and Albany. It is a valuable recreation facility for walkers, supporting the Western Australian community by providing an internationally recognised tourist attraction, regional and town linkages, opportunities for physical activity and for economic development along the Track. Most of the land over which it passes is managed by the department.

Description of the partners

The Foundation is an incorporated not-for-profit community based organisation that supports the department in the management, maintenance and marketing of the Track and to ensure it remains a long distance hiking experience of international significance. The relationship is set out as:



Scope and term

The MOU cannot restrict either organisation in the performance of their respective functions or duties, and it has no authority in law. Notwithstanding this, the Foundation and the department agree that identifying mechanisms for cooperation and liaison through the MOU benefits both parties, as well as the general community.

The MOU remains in place from the date of signature by its parties until its replacement with a revised memorandum or cancellation. It will be formally reviewed by each party as and when required.

The MOU may be cancelled by mutual agreement or by written notification through either party.

This MOU supersedes the 2012 version between the Foundation and the then Department of Environment and Conservation.

Principles to be used by parties

In recognising the importance of the Track as a valuable tourism, economic and recreation asset, the Foundation and the department agree to use the following principles as general guidance in their shared responsibilities for and activities associated with the Track.

1. The department is recognised as the manager of the Track.
2. The Foundation is recognised as the primary focal point for all community-based support and involvement.
3. Both organisations respect each other's roles, responsibilities and independence.
4. Notwithstanding 3. above, both organisations recognise an inter-dependence of goals and functions with regard to the Track.
5. Both organisations agree to work for the overall benefit of the Track, its users, the surrounding environment and the wider community.
6. Both organisations recognise the Track as Western Australia's premier long distance walking track and a world class tourism and recreation asset.

Communication

The department's Trails Coordinator and the Foundation's Executive Officer are the primary contact points for exchange of information between the organisations and have responsibility for the transfer of all information.

Further information is exchanged at the Foundation Board through the department's membership.

Department policies affecting the Track

The department will notify the Foundation of possible departmental policy changes regarding the Track and will seek comment from the Foundation's Board.

If any departmental policy will affect users of the Track, the department's Director of Parks and Visitor Services and the Board of the Foundation will be jointly responsible for communicating information about the policy to the public.

Annual meetings & joint priorities

The department's and the Foundation's representatives meet at least annually to establish Track related priorities and report them to the Foundation's Board.

Whilst both organisations retain the capacity to make independent decisions, they consult closely to ensure that funds are used as efficiently as possible for the ultimate good of the Track.

Joint projects

If either organisation should seek to initiate a project which effects the Track and/or may impact on the other's role or responsibility, that project will be subject to liaison prior to commencement, resulting in clarification of inputs, roles and relationships. Regular meetings will be held throughout the project to ensure adequate transfer of information.

Data and records

All data sets remain the property of the organisation with the overall responsibility for its collection; however a transfer of information can occur between the two organisations if the data is not subject to copyright. Every effort is made to ensure the currency of data transferred from the other party.

Finance and funding

Service Agreement

A Service Agreement is in place which provides financial support to the Foundation to deliver some services.

Should the MOU be cancelled during the term of the Service Agreement, the Service Agreement would also be terminated.

External funding applications

The Foundation supports the track maintenance and management by seeking funds through grants, sponsorships and donations etc.

External funding applications directly relating to the Track, such as marketing and maintenance, are made in consultation.

Sponsors and partnerships

All sponsorships relating to management and maintenance of the Track, or anything placed on the Track and its infrastructure, need to meet the department's Sponsorship Guidelines. Before being publically offered the department has to approve all sponsorship proposals to ensure they meet departmental legislative and policy requirements.

The department's representative shall keep the Foundation informed of any partnerships or stakeholder agreements the department enters into and that affect or may affect the Track or the Foundation. The Foundation shall involve the department in the planning of their sponsorship plan to ensure what is being offered aligns with the department's corporate marketing position for the Track.

Roles and responsibilities

Promotion and marketing

Key roles

The Foundation has the primary role in marketing and promoting the Track, as well as further developing community involvement and volunteer engagement. The Foundation is recognised as the main point of contact for the public, in regards to trip planning information, Track advice, marketing, events and merchandise.

The department promotes the Track in accordance with the promotion and marketing of the department's recreation and tourism sites and related products. It is responsible for communicating operations that affect the Track such as campsite closures, diversions and upgrade works.

Other promotion and marketing stakeholders

Local visitor services also play a key role in the marketing and promotion of the Track. The Foundation, with assistance from the department, will work closely with relevant visitor services to:

- set up more formalised agreements;
- promote and market the Track as a product within its destination; and
- to improve visitor services and information.

Track information

As both the department and the Foundation produce information about the Track in various formats, ongoing liaison between both parties is required to ensure consistency and accuracy of information and to maximise combined resources.

The Foundation's marketing is to be consistent with the department's overall marketing objectives.

Newsletter

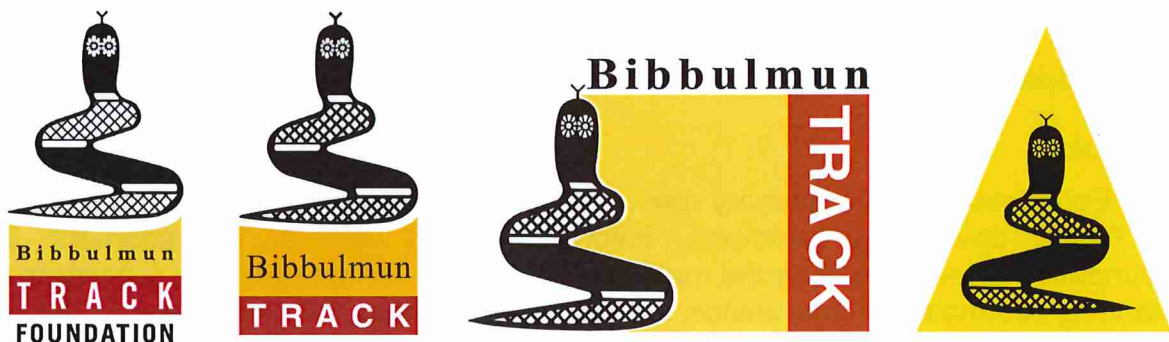
The department is offered the opportunity to communicate information through the Foundation's newsletter. Copies are provided to the department.

Acknowledgments

All Track promotional material should clearly identify, where possible, the respective roles of both organisations and carry each organisation's logo.

Track logos

It is agreed that the Track logo can be used by both organisations in association with their respective names and in accordance with design specifications of size/colour/location.



Primary Logo colours

- Yellow: PMS 1235C
- Red: PMS 1807
- Black
- White

Any variations on the logo and the use of the logo and its components must be done in accordance with a style guide agreed between the Foundation and the department. Any change to the usage of the logo and Waugal symbol must only occur after joint consultation between the Foundation and the department.

The department owns the copyright of the Waugal symbol, the logos and their graphic design elements.

Leave No Trace

Both organisations actively promote the seven principles of the Leave No Trace minimal impact education program.

Volunteers

The department has a duty of care for all volunteers working on the Track and volunteers are insured even when working on sections of the Track not on departmental land. Accordingly, volunteers need to be registered with the department before they commence and their hours recorded through the Foundation. These hours are forwarded to the department by the end of each quarter.

Track maintenance

The department holds overall responsibility for Track infrastructure, including its maintenance. The Foundation shares the responsibility for the Volunteer Maintenance Program, as set out in the Service Agreement.

The department, in consultation with the Foundation, provides training to the maintenance volunteers. The Foundation also develops its own training.

Group use

The department and the Foundation encourage all groups consisting of eight or more hikers, who are camping overnight at the Bibbulmun Track campsites, to register their intent with the department. This assists the department to create a safer experience and minimise group use conflicts, as well as understand group usage levels. The department is responsible for processing information in regards to group use on the Track.

Continuous improvement program

It is recognised that the Track can always be further improved and so priorities for continuous improvement are discussed by both organisations at least annually, at the same time as maintenance priorities are set.

Assets

Built assets on the Track (shelters etc.) belong to the department, regardless of funding source.

Commercial operations

The Foundation must be licensed with the department as a commercial operator, and undertake its events program in accordance with the commercial operator's licence.

Income streams

The department and the Foundation will work together to consider the establishment of fees for using the Bibbulmun Track, including for commercial operators. The fees will require approval in accordance with legislation and departmental policy. Any such income shall be used for the management of the Bibbulmun Track.

Memorandum of Understanding between the Bibbulmun Track Foundation Inc. and the Department of Biodiversity, Conservation and Attractions - Parks and Wildlife Service

This MOU clarifies arrangements between the Foundation and the department for the marketing, maintenance and management of the Bibbulmun Track.

The MOU is endorsed below by the Chair of the Foundation's Board and the Director General of the department.



Mike Wood
Chairman
Bibbulmun Track Foundation Inc.

28 JUNE 2018

Date:



Mark Webb
Director General
Department of Biodiversity, Conservation and Attractions

5/7/18

Date: