

Memorandum of Understanding between Suva City Council and Frankston City Council

Between: **Suva City Council**, a body corporate established under section 8(2) of the Local Government Act 1972 of Fiji situated at 196 Victoria Parade, Suva;

And: **Frankston City Council**, a statutory local authority established under the Local Government Act 1989 of Australia situated at Victoria, Australia.

*(May individually be referred to as '**Party**' and collectively as '**Parties**')*

PREAMBLE THE PARTIES

DESIRING to enhance a friendly relationship between the Parties through agreed activities to strengthen those relations;

RECOGNISING the advantages that may be derived by the Parties' respective city's and people from the strengthening of such relations;

FURTHER RECOGNISING the need to increase cross-cultural contact as a way of improving mutual understanding of each other's culture and way of life;

REALISING the need of the Parties to contribute to each other's mutual social, economic, cultural, sporting and human development;

PURSUANT to observing the laws, regulations, customs and traditions of each Party;

HAVE reached the following understanding:

DEFINITIONS

In this MOU, unless the context otherwise requires, the following terms have the given definitions:

'MOU' means the entire Memorandum of Understanding between the Parties and includes any variations, amendments and schedules;

'Parties' means the Suva City Council and the Frankston City Council; and

'Party' means either the Suva City Council or the Frankston City Council.

ARTICLE 1 GUIDING PRINCIPLES

1. The Parties agree to be guided by the following principles and values in the conduct of their relations:
 - (a) fairness;
 - (b) mutual respect and understanding for each other;
 - (c) observance of the laws of each Party's jurisdiction;
 - (d) acceptance that each Party's circumstances and ability may be different and making appropriate allowances where appropriate in the conduct of their relations;
 - (e) honesty and integrity in their dealings with one another; and
 - (f) punctuality in the conduct of transactions between them and others working under their directions.
2. The Parties agree that the above principles and values shall also guide relations and work practices of anyone employed by them or who undertakes any activity for and on their behalf.

ARTICLE 2 AREAS OF CO-OPERATION

1. The Parties agree that areas of co-operation and exchange between them shall cover the following:
 - (a) promote bilateral relations and establish a Sister City relationship on the basis of friendship and mutual respect between the Parties, in all areas to expand co-operation and exchange in the fields of economy, culture, education, tourism and sports so as to promote the friendship, prosperity and development between the two cities;
 - (b) promote assistance programs in the areas of economy, culture, education, tourism and sports and a foreign exchange program of personnel;
 - (c) promote cultural exchanges between community groups;
 - (d) promotion of visitor exchange programs;
 - (e) promote mutually beneficial economic and business activities;

- (f) promote education and research activities in all areas, including exchange of personnel to assist each Party according to their needs;
 - (g) promote business opportunities; and
 - (h) assist in promoting each other's country in their respective jurisdictions.
2. Notwithstanding the areas of co-operation enumerated above, the Parties may through mutual consultation widen the coverage of their co-operation through the official exchange of letters between the mayors and special administrators of each of the Parties.

ARTICLE 3 EXECUTING AUTHORITY

1. The executing authorities will be as follows:
- (a) Suva City Council – Chairman of the Suva City Council Board; and
 - (b) Frankston City Council – Mayor of Frankston City.

ARTICLE 4 FACILITATION OF ACTIVITIES

1. The Parties shall advise each other through the exchange of letters on the procedures and processes to be followed in the conduct of the relations between the Parties.
2. The procedures and processes are to be flexible and take into consideration any special capacity constraints that may be experienced by the Parties.

ARTICLE 5 IMPLEMENTATION

1. Implementation of activities under this MOU shall be carried out on mutually agreed terms by both Parties.
2. Each Party shall designate an official or a group of officials to be responsible for developing co-operation programs and their implementation.
3. The officials involved in the implementation of agreed activities between the Parties must facilitate meetings and consultations to the best of their ability with the facilities available to them.

**ARTICLE 6
FUNDING AND PERSONNEL**

1. All the activities undertaken under this MOU shall be undertaken subject to availability of funds and personnel.
2. The Parties shall be responsible for funding their own identified responsibilities such as communicating and administrative support from each council to support this program and yearly activities including costing shall be discussed and approved by councils on a yearly basis.

**ARTICLE 7
AMENDMENT**

1. This MOU may be revised, amended or modified at any time after consultation and mutual agreement between the Parties and shall enter into force on such date as may be determined by the Parties and shall form an integral part of this MOU.
2. Consent of the Parties to any amendment must be confirmed by exchange of letters between the mayors or special administrators of the Parties, which must be sanctioned by council members through a formal meeting.

**ARTICLE 8
CONFIDENTIALITY**

1. The Parties undertake to observe the confidentiality of documents, information and any other data exchanged during the duration of this MOU and this obligation shall survive the expiration or termination of this MOU.

**ARTICLE 9
DISPUTE RESOLUTION**

1. Any dispute between the Parties arising out of the implementation of this MOU shall be settled amicably through consultation between the Parties.

**ARTICLE 10
GOOD FAITH**

1. The Parties agree to act in good faith in dealing with each other and in complying with the terms and conditions of this MOU and further agree to liaise on all matters covered under this MOU to ensure the effective and efficient performance of their respective responsibilities.

ARTICLE 11 LEGAL EFFECT

1. The Parties acknowledge that this MOU is not legally enforceable, but that does not diminish the intention of the Parties to comply with the terms, conditions, responsibilities and undertakings stipulated in this MOU.

ARTICLE 12 INTELLECTUAL PROPERTY

1. The scope of this MOU does not allow for the creation of any intellectual property. However, should any new intellectual property arise out of implementation of this MOU, the Parties will mutually agree as to ownership and rights in accordance with their relevant laws and international conventions.

ARTICLE 13 ENTRY INTO FORCE AND DURATION

1. This MOU shall enter into force from the date of signing by both Parties.
2. This MOU shall remain in force until such time both Parties agree to terminate it or if one Party wishes to terminate, such termination shall be effective after a 30 day written notice to the other Party.
3. The Parties shall bear any costs associated with communications. All communications between the Parties in connection with this MOU shall be addressed as below:

- (a) Chairman
Suva City Council
Victoria Parade
Suva
Fiji Islands.
- (b) Mayor
Frankston City Council
PO Box 490
Frankston 3199
Victoria
Australia.

IN WITNESS WHEREOF the undersigned being duly authorised thereto by the respective Parties have signed this MOU.

SIGNED in duplicate at this 14th day of June 2023.

The Common Seal of the **Suva City Council** is affixed to this document in the presence of the undersigned who certify that they are the proper officers by whom and in whose presence the said seal is to be affixed:



Signature of Chief Executive Officer

AZAM KHAN

Name




Signature Witness

WAISAKE RAIBI (LEGAL OFFICER),
Suva City Council

Name of Witness

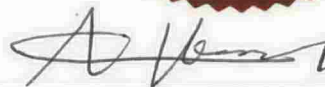
The Common Seal of the **Frankston City Council** is affixed to this document in the presence of the undersigned who certify that they are the proper officers by whom and in whose presence the said seal is to be affixed:



Signature of Mayor

Nathan Conroy

Name

Signature Acting Chief Executive Officer
as Witness

Cam Arulanathan

Name of Witness