

# **LORD HOWE ISLAND BOARD**

## **Business Paper**

### **OPEN SESSION**

#### **ITEM**

Memorandum of Understanding, LHI Board and LHI Museum

#### **RECOMMENDATION**

That the draft Memorandum of Understanding between the LHI Board and the LHI Museum be endorsed

#### **BACKGROUND**

Memoranda of understanding have been developed where necessary in order to document the way in which the Board and various stakeholders work together and in partnership both on Lord Howe Island and in other locations.

A memorandum of understanding (MOU) is non-binding in that it is not a legal contract. However, it provides a good way of identifying the benefits and expected outcomes of working in partnership as well as the mutual expectations of the parties to the MOU. An MOU is two-way in that there must be benefits to both parties involved in the partnership.

The Board already has memoranda of understanding with a number of organisations, including:

- The Port Macquarie Hastings Council
- The LHI Tourism Association
- The Office of Environment and Heritage, Science Division
- LHI Marine Parks

#### **CURRENT POSITION**

The LHI Museum has approached the Board about entering into an MOU with the aim of building a partnership of mutual benefit. A draft MOU has been prepared and agreed between Museum and Board staff (see Attachment A). The objectives of the MOU are to:

- a) Support the preservation of the Island's history, heritage and culture
- b) Support the scientific study and preservation of the flora and fauna of LHI
- c) Support enhanced engagement, collaboration and information sharing in areas of shared strategic interest
- d) Develop joint programs and projects for the mutual benefit of the Parties
- e) Use the partnership to leverage resources and enhance outcomes

It should be noted that the MOU does not make a commitment to any financial contribution from the Board to the Museum. However, joint projects may be identified through the MOU, which could lead to agreement about a financial contribution for a specific project. A project plan is required to be developed for any joint project, and the financial arrangements would be an essential part of any plan.

There is benefit for the Board in entering into the MOU with the Museum and the draft MOU is therefore supported.

### **RECOMMENDATION**

That the draft Memorandum of Understanding between the LHI Board and the LHI Museum be endorsed.

**Prepared:** Penny Holloway Chief Executive Officer

**Attachments:**

Attachment A: Draft Memorandum of Understanding – LHI Board and LHI Museum

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE LORD HOWE ISLAND MUSEUM, AND  
THE LORD HOWE ISLAND BOARD**

In recognition of the mutual benefits that can be achieved by a cooperative partnership, the Lord Howe Island Museum and the Lord Howe Island Board enter into this non-binding memorandum of understanding (**MoU**).

**1. Definitions**

a) Lord Howe Island Museum (**Museum**)

The mission of the Museum is to develop the Lord Howe Island Museum as a community centre for promoting the Island's World Heritage values; and to record, conserve and present the unique local cultural values of the community

b) The Lord Howe Island Board (**Board**)

The LHIB is a statutory authority established under the provisions of the *Lord Howe Island Act 1953*. The Board reports to the NSW Minister for the Environment. The Board is charged with the care, control and management of the Island and the affairs and trade of the Island. It is also responsible for the care, improvement and welfare of the Island and residents. "Island" as defined by the Act includes Lord Howe Island and all adjacent islands and coral reefs within one marine league of the Island. Ball's Pyramid and adjacent islands are also included in this definition.

c) The **Parties** – a and b

**2. Objectives**

The Parties are both important stakeholders in the past, present and future cultural, community and scientific affairs of Lord Howe Island, and recognise the mutual benefits that can be achieved by a cooperative partnership. This MOU will guide cooperation and collaboration between the Parties.

The objectives of this MOU are to:

- a) Support the preservation of the Island's history, heritage and culture
- b) Support the scientific study and preservation of the flora and fauna of LHI
- c) Support enhanced engagement, collaboration and information sharing in areas of shared strategic interest
- d) Develop joint programs and projects for the mutual benefit of the Parties
- e) Use the partnership to leverage resources and enhance outcomes

**3. Expected Outcomes**

The Museum and the Board expect to collaborate in the following ways:

- a. supporting scientific research about LHI
- b. developing and staging exhibitions at the Museum to mutual benefit
- c. promoting the scientific study and preservation of the culture, the flora and fauna of LHI
- d. sharing specific expertise, facilities and equipment where appropriate
- e. developing projects or programs to engage the residents in stewardship of LHI, and provide opportunities for visitors to contribute, such as Citizen Science

The Museum and the Board will use their best endeavors to collaborate in the following areas:

- f. undertaking activities in support of the Museum and the Board
- g. identifying and engaging with philanthropists who have an interest in or passion for LHI
- h. fund raising activities in support of conservation, culture and heritage, whilst not restricting the rights and discretions of either Party with respect to fundraising

#### **4. Research and Policy Advice**

The Museum and the Board will keep each other informed of activities or opportunities of common interest, as appropriate.

#### **5. Public Exhibitions**

The Museum and the Board will, within available resources and by mutual agreement, work together on the development and production of exhibitions, which will promote LHI's natural and cultural history to local, mainland and visiting audiences.

#### **6. Education and Scientific Research**

The Museum and the Board will, within available resources and by mutual agreement, exchange resources and information relevant to natural and cultural history and education programs.

#### **7. Project Action Plans**

The mechanism for delivery of specific projects identified through the MOU will be a project action plan (attached as schedules to this MOU) detailing scope, outcomes, funding, resources and responsibilities of both parties. Each party will agree the plan of action prior to implementation.

#### **8. Communications**

The Museum and the Board will consult one another about new or proposed strategies for meeting the objectives of this MoU and will look for opportunities for joint publicity on matters of common interest.

#### **9. Agreements with other institutions**

This MoU does not preclude either the Museum or the Board from entering into compatible cooperative agreements with other organisations.

**10. Governance**

The Museum and the Board will work together to identify and develop management and governance arrangements that might reasonably enhance the operation of this MoU.

Each Party will nominate a point of contact for this MOU

**11. Insurance**

Each party must maintain adequate insurances for:

- Equipment and assets used in programs or projects under this MOU
- Liability against death, injury or damage to person or property on premises or activities under that Party's control
- Meeting statutory obligations in accordance with work health and safety and workers' compensation laws in New South Wales

**12. Monitoring and Review**

This MoU will be kept in review by the Parties and altered, if necessary, by mutual agreement of the Parties after a period of not more than two years from the date of signature.

**13. Term and Termination**

This MOU commences on the last date of execution by the Parties and continues until the earlier of:

- I. The expiration of 5 years
- II. One party gives the other Party 60 days written notice of termination

On termination of the MOU, all activities commenced will cease unless otherwise agreed.

On the written agreement of both Parties, this MOU may be extended for a mutually agreed period.

**EXECUTION**

**FOR LORD HOWE MUSEUM:**

By:                      Signature: \_\_\_\_\_                      Date: \_\_\_\_\_

Name:

Title:

**FOR LORD HOWE ISLAND BOARD:**

By:                      Signature: \_\_\_\_\_                      Date: \_\_\_\_\_

Name:

Title: