

Memorandum of Understanding

Between

**The Government of Western Australia
[LANDGATE]
Western Australia**

&

**The Government of the Republic of Mauritius
[MINISTRY OF HOUSING AND LANDS]
Mauritius**

In the field of Land Administration

Landgate, the Western Australian Land Information Authority as agency of the Government of Western Australia and the Ministry of Housing and Lands as agency of the Government of the Republic of Mauritius responsible for land management and administration, hereafter referred to as the “Contracting Parties”-

- (1) Recognising the importance of the cooperative efforts of the State of Western Australia and the Republic of Mauritius in the area of Land Administration;
- (2) reaffirming the continued benefit of cooperation in Australia - Mauritius bilateral relations;
- (3) taking note of discussions and consultations in the areas of Land Administration between the Ministry of Housing and Lands and Landgate culminating in the production of the Program Design Project (PDP) Report and the Program Design Document (PDD) on 18 May 2007; and
- (4) keeping in view the principal objective of this Memorandum of Understanding is to facilitate joint collaboration on specific topics of mutual interest for the two countries in the areas of Land Administration in particular -

have reached the following understanding:-

ARTICLE 1

1.1 The Contracting Parties shall cooperate in Land Administration, Valuation and Management Information System for exclusive peaceful purposes in accordance with their respective national laws, rules and procedures in the fields of:-

- (1) technical advice;
- (2) business management advice and training;
- (3) strategic planning and priority setting;
- (4) project management;
- (5) Quality Assurance processes, audits and reporting;
- (6) Professional Work Placement Training Program (PWPTP) and study tours for Government of the Republic of Mauritius staff;
- (7) education and training on Land Administration and systems;
- (8) education and training on systems analysis and database management;
- (9) mentoring of Government of the Republic Mauritius staff by Landgate experts;
- (10) developing and/or tuning procedures and documentation;
- (11) specifying enhancements or additional systems;
- (12) business process and product engineering; and
- (13) organisational development, structural reform and change Management.

ARTICLE 2

Areas of cooperation shall include:-

- (1) The exchange of information excluding any confidential information which the Contracting Parties are not authorised to disclose.
- (2) The training of technicians free of charge of all or part of the expenditure to be incurred by any of the Contracting Party and their agencies or appointees for a definite project or for a specific period under the Cooperation Agreement.
- (3) The organization of joint seminars, symposiums and workshops covering fields agreed upon by the Contracting Parties in advance, provided that further areas of cooperation may be determined by mutual agreement between the Contracting Parties.

ARTICLE 3

3.1 The duration of the deputation of technicians referred to in Articles 1 and 2 the conditions covering such deputation shall be fixed by the Contracting Parties for each individual case in consultation with other concerned agencies and participating institutions.

ARTICLE 4

4.1 The international travel expenses and living expenses as well as salaries of such technicians shall in principle be borne by the sending Contracting Party and all local expenses including suitable accommodation, facilities such as office space and equipment and internal travel, if any, undertaken in connection with the work assigned to them, shall in principle be borne by the receiving Contracting Party.

4.2 The expenses of Ministry of Housing and Lands, Republic of Mauritius, will be borne by the Government of the Republic of Mauritius which also takes on the administration of the respective financial transactions.

4.3 The expenses of Landgate will be borne by the Government of Western Australia.

ARTICLE 5

5.1 Each Contracting Party is solely responsible for all its acts and omissions under this Memorandum of Understanding.

5.2 Any third party involved under the Cooperation Agreement with any joint project with either or both Contracting Parties will solely be responsible for all its acts and omissions under this Memorandum of Understanding and no action whatsoever shall arise against any or both Contracting Parties.

ARTICLE 6

6.1 The employees exchanged within the framework of this Memorandum of Understanding shall comply with the rules and instructions regarding correct and safe execution of the work in force at their respective place of activity.

ARTICLE 7

7.1 The Contracting Parties agree that any dispute arising from this Memorandum of Understanding shall be subject to good faith negotiations between the Contracting Parties and, as far as possible, the Contracting Parties shall amicably settle any dispute. If not resolved thereby, such disputes shall be submitted to mediation, and if still not resolved (in the opinion of any Contracting Party), shall be settled through Diplomatic Channels.

ARTICLE 8

Both Contracting Parties countries do agree to the setting up of an Australia - Mauritius Joint Committee referred to hereinafter as the Joint Committee, comprising representatives of both Contracting Parties, experts of both countries and assisted by professional groups. The Joint Committee shall be responsible for:-

- (a) the detail implementation of this Memorandum of Understanding agreement;
- (b) preparing the work of the Programme of Cooperation;
- (c) monitoring of specific programmes or projects;
- (d) defining the financial and administrative terms of cooperation;

- (e) preparing any supplementary agreements required; and
- (f) recommending amendment to, or the extension or otherwise of this Memorandum of Understanding.

ARTICLE 9

This Memorandum of Understanding shall come into effect on the date of its signature by both Contracting Parties and shall remain in force for a period of five years with the possibility of continuation for another five years by written agreement of the Contracting Parties. This Memorandum of Understanding may be modified or amended by mutual consent and by written agreement of the Contracting Parties, or by such agency specifically appointed by the Contracting Parties through normal Diplomatic Channels.

AS WITNESS WHEREOF, the duly authorized signatories of the Contracting Parties have signed this Memorandum of Understanding at Port Louis on this seventeenth day of July 2007, in two originals, each in English, all the texts being equally authentic.

Hon Michelle H. Roberts

Minister for Employment Protection;
Housing and Works; Indigenous Affairs;
Heritage; Land Information

For the Government of Western Australia

Hon Mohammed Asraf Ally Dulull

Minister of Housing & Lands
For the Government of the
Republic of Mauritius