

Memorandum of Understanding

Entered into between

HAMNET Gauteng South – West Rand Unit

And

The West Rand Amateur Radio Club

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1. Terms

This Memorandum of Understanding (MoU) commences on the date it is signed by both Hamnet Gauteng South West Rand Unit (WRU) and the West Rand Amateur Radio Club (WRARC); (hereinafter referred to as the parties); and continues until either party terminates this MoU by 1 months' notice in writing.

2. Legal Effect of MoU

This MoU is a non-exclusive arrangement and is not intended to create a legally binding obligation on the parties.

3. Objectives

The objectives of this MoU are to set out a framework for communication and collaboration between the parties thereby enabling WRU access to facilities owned or controlled by the WRARC, for WRU activities, functions, duties, training, exercises and emergency situations.

4. Principles

The parties agree to give effect to this MOU in accordance with the following principles:

- a) their collaborative relationship is based on mutual respect, trust, accountability and a commitment to cooperating to achieve the objectives of this MoU;

5. Agreement

- a) The parties agree to work collaboratively together to –
 - i. identify and list Club Facilities that are suitable for Emergency Group activities as per annexure A attached;
 - ii. develop a process of notification on the availability of Club Facilities available to WRU;
 - iii. provide to each other such information and assistance as reasonably necessary to give effect to this MoU and to support both party's contribution under this MoU; and
 - iv. provide mutual recognition of the support provided by WRARC and its members; from time to time; to the WRU members.
- b) the WRU undertakes not organise or arrange any WRU activities, functions, duties, training or exercises which may conflict with any WRARC activities except by mutual consent; and

- c) the WRARC agrees that during any disaster or emergency situation phase, and where the WRU may or will be required or expected to participate in such emergency phase, the WRARC
 - i. accepts that all emergency participation by the WRU shall take priority over any WRARC activity;
 - ii. shall permit the WRU full access to the WRARC facilities for the duration of such disaster or emergency phase, subject to –
 - 1. the WRU giving notice; verbally or in writing; to at least 2 members of the WRARC committee of such emergency participation or expectation; and
 - 2. the WRARC committee members make alternate arrangements with all third parties; if required; who may be affected by the WRU involvement or participation during such emergency phase; and
 - 3. the WRU agrees to make every effort to minimise the impact on the WRARC activity that is scheduled during the above mentioned phase.

6. Respective roles, acknowledgements and obligations

- 1) WRU and WRARC acknowledge and agree that:
 - a) The parties respective members undertake their respective activities under their respective constituting instruments and governance documentation;
 - b) to make no warranty in respect of its members or their activities.

7. Provision of Club Facilities

- 1) The parties agree that:
 - a) nothing in this MoU is intended to imply that members of WRARC are obliged to make Club Facilities available to any Community Group or for any purpose related to this MoU; and
 - b) members of WRARC are entitled to set their own conditions of entry to and use of Club Facilities.
- 2) WRARC must ensure that its members acknowledge and agree that:
 - a) WRU may wish to conduct a range of activities including social activities, events, gatherings and meetings. Members of WRARC must accordingly:
 - i) undertake their own inquiries about the nature of the activities that WRU might wish to conduct in Club Facilities; and
 - ii) make their own determinations on whether their facilities are suitable for the type of activity contemplated and the conditions that should apply to their use.



8. Confidentiality, Publicity & Recognition of Support

- 1) Each party must keep the information of the other party that is designated as confidential or that it knows or ought to know is confidential, in strict confidence and must not disclose or cause the disclosure of such information except:
 - i) as is necessary for the parties to perform their obligations under this MoU;
 - ii) with the other party's prior written consent; or
 - iii) as required by law.
- 2) The parties agree that they will consult with each other and to the extent possible in the circumstances, mutually agree to any media release, publicity or other public announcement concerning the subject matter of this MoU.

9. Membership Status and Obligations

The parties agree –

- 1) Hamnet Membership is only dependant on being a member of SARL in good standing; and
- 2) WRU members may not be and will not be required to be members of the WRARC;
- 3) WRU members who utilise the WARC facilities -
 - a) during any official WRU activity, function, duty, training, exercises and emergency function or duty shall do so as a member of the WRU; and
 - b) during any WRARC function and who are paid up members of the WRARC, shall do so as WRARC members and shall not be considered as a WRU member or to be representing WRU in any capacity; and /or
 - c) during any WRARC function and who are not paid up members of the WRARC, shall do so as visitors to the WRARC facilities and shall not be considered as a WRU member or to be representing WRU in any capacity.

10. General

- a) This MoU may only be varied by agreement in writing signed by both parties.
- b) As this MoU serves only as a record of the intentions of the parties any issue, dispute, controversy or claim which arises out of the interpretation or application of this MoU will be dealt with pragmatically through amicable consultations and negotiations as the only method of settling the issue, dispute, controversy or claim.



Signed at Rooiberg on this 11 day of January 2018

CHAD WILKINSON Z6CPS

Name



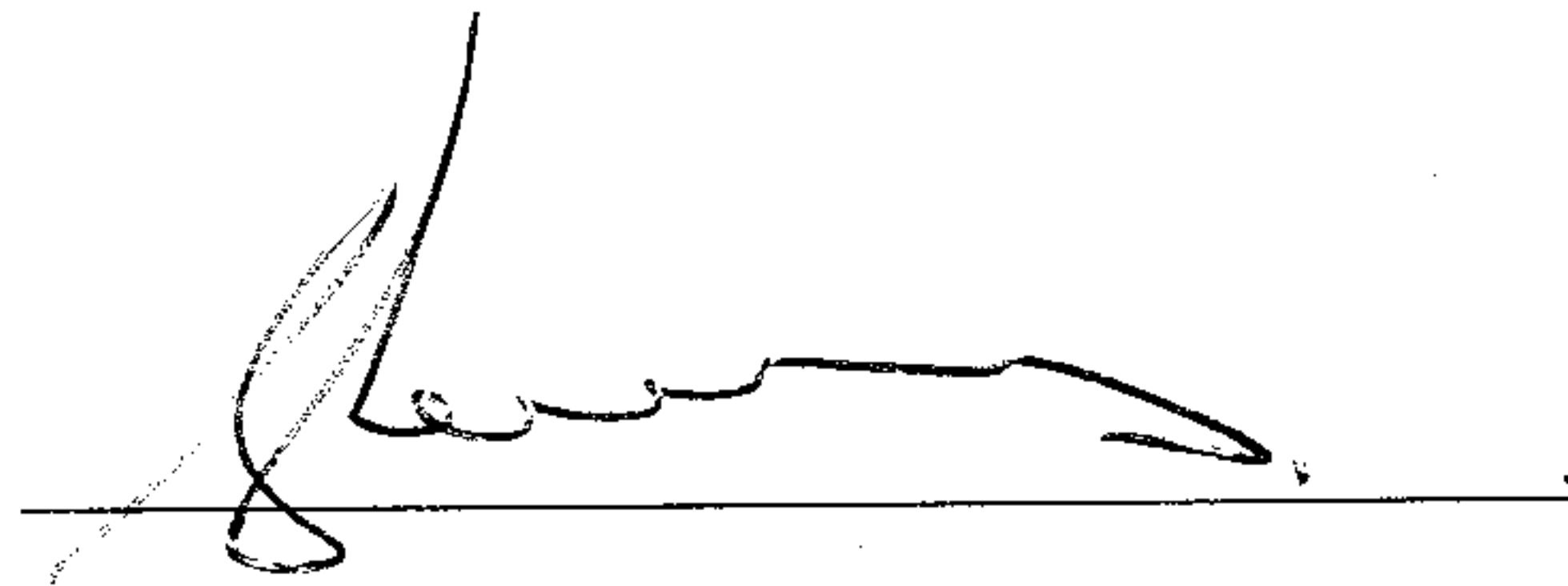
Signature

SIGNED ON BEHALF OF Hamnet Gauteng South West Rand Unit

Signed at Rooiberg on this 11 day of JANUARY 2018.

GEOFF LEVEY Z6C

Name



Signature

SIGNED ON BEHALF OF West Rand Amateur Radio Club

ANNEXURE A

1. Clubhouse
2. Radio Room Facilities, i.e. workstation area and use of antenna system and shall **exclude the use of all** WRARC radio equipment contained within the lockable operating console.
 - a. WRU must supply go boxes for use during WRU Activities.
3. Fridge can only be opened and controlled by a WRARC committee member

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