



**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**The Institute of Arbitrators & Mediators Australia
&
The Community Broadcasting Association of Australia**

WHEREAS:

The Institute of Arbitrators & Mediators Australia (IAMA) and The Community Broadcasting Association of Australia (CBAA), the Parties to this Memorandum of Understanding (MOU) agree to establish an arrangement of co-operation whereby IAMA members will provide dispute resolution services to CBAA members on a pro-bono basis to assist CBAA members to resolve disputes which may arise between CBAA member stations and their management, staff, and members.

The CBAA and IAMA will facilitate these dispute resolution services between their members.

THEREFORE:

In furtherance of the above, the Parties have agreed to enter into a Memorandum of Understanding on the following matters:

1. PROVISION OF DISPUTE RESOLUTION SERVICES

- 1.1 The Parties will establish single points of contact between the organisations to facilitate and expedite the provision of appropriate dispute resolution services, and to facilitate the management and governance of this arrangement.
- 1.2 The mechanics of the processes inherent in this arrangement will follow a Protocol agreed between the Parties.
- 1.3 The Parties agree to communicate the Protocol within their respective organisations.
- 1.4 The Chief Executive Officer of IAMA will be the Nominating Authority for a Facilitator, Conciliator or Mediator (the Nominee) and will use his/her best endeavours to nominate the most appropriate Nominee given a summary understanding of the nature and location of the dispute.

1.5 The nomination will be made on the express condition that The Institute of Arbitrators & Mediators Australia and any officer or employee or Nominee thereof is not liable for any matter whatsoever either directly or consequently in connection therewith including, but not restricted to, the performance, appropriateness and suitability of the Nominee so nominated.

1.6 The Parties agree that the mediation will be conducted between the parties identified by the Station and the Mediator in accordance with the Protocol and the Mediation Agreement entered into between the parties.

2. LIMIT OF PRO-BONO SERVICES

2.1 The Parties agree that the provision of pro-bono dispute resolution services will be limited to three (3) hours per dispute. Any services provided thereafter may be agreed between the member station requiring the service and the Nominee providing the service.

2.2 Where an extension of the services is agreed in writing, it is to be charged at the rate of \$250.00 (including GST) per hour for every hour of service provided beyond the three hour limit and paid in accordance with the Mediation Agreement between the Station and the Nominee.

2.3 Should there be any related expenses incurred by the Nominee in the course of providing the service, these expenses will be reimbursed by the Station and only after prior authorisation of such expenses by the Station Manager.

3. RULES OF CONDUCT

3.1 The Parties agree that the dispute resolution services will be provided according to IAMA's Rules of Conduct appropriate for the actual service provided

4. REVIEW, AMENDMENT AND TERMINATION

4.1 The terms of this MOU will be for an initial fixed period of two (2) years, ending 30 December 2012, with an option for two further terms of two (2) years each which may be exercised by written agreement between the Parties.

4.2 Either Party may at any time terminate this MOU by providing three (3) months notice in writing to the other Party.

4.3 Should there be any need to amend this MOU prior to the end of the term identified in this document then a written addendum must be signed and dated by the Parties.

5. NOTIFICATION

The following addresses apply for the formal notification under this Agreement:

The Institute of Arbitrators & Mediators Australia (IAMA)

Peter Shears

Chief Executive Officer
Level 9
52 Phillip Street
SYDNEY NSW 2000

Kath Letch
General Manager
The Community Broadcasting Association of Australia (CBAA)
Level 3
44-54 Botany Road
Alexandria
NSW 2015

Signed by _____
For and on behalf of IAMA
The Institute of Arbitrators &
Mediators Australia

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Dated (10/02/2011)

Signed by _____
For and on behalf of CBAA
The Community Broadcasting Association
of Australia

Dated (10/2/2011)