

THIS IMPLEMENTATION AGREEMENT is made on , 2004
BETWEEN
THE WIRELESS INSTITUTE OF AUSTRALIA
ACN 004 920 745, of 10/229 Balaclava Road, Caulfield North, Victoria, ("WIA")
AND
THE WIRELESS INSTITUTE OF AUSTRALIA, WESTERN AUSTRALIA DIVISION,
Registered Number of PO Box 10, West Perth, Western Australia, 6872, ("WA Division")
Etc:

RECITALS

A Each of the Divisions is a state or territory based organisation with the object of promoting and protecting the interests of radio amateurs, and the Divisions are members of the WIA and on 16 May 2004 were all of the members of the WIA, and which was then their federal body with the same objects as the Divisions but at a national level.

B Each of the Divisions and the WIA have recognised the threats and opportunities presented by social and technical changes and have agreed that a single national organisation with all of the members of the Divisions members of that national body would be a more effective structure to promote and protect the interests of radio amateurs, locally, nationally and internationally.

C Accordingly, on 16 May 2004 and with the prior approval of the Attorney-General of the State of Victoria dated 29 March 2004 as required by the Licence issued by the then Attorney-General of the State of Victoria at the time of the incorporation of the WIA, the adjourned Annual General Meeting of the WIA passed a Special Resolution whereby a new Constitution of the WIA was adopted, giving effect the considerations referred to in Recital B.

D Each of the Divisions recognise that the services and facilities provided to their respective members are different, and that special arrangements are required to ensure that the transition from a federal structure to a national structure does not disadvantage the particular interests of the members of particular Divisions.

E The parties have agreed that the restructure be further implemented on the terms of this document.

IT IS AGREED

INTERPRETATION

1.1 Definitions

In this document:

"Adoption Date" means the 16 May 2004.

"Advisory Committee" means the Advisory Committee appointed pursuant to clause 18.12 of the Constitution.

"Amateur Radio" includes all activities by duly authorised persons interested in radio technique solely with a personal aim and without pecuniary interest and all other branches of knowledge and activity having application to amateur radio.

"Constitution" means the Constitution of the WIA adopted on 16 May 2004.

"Council" means the governing body of a Division, whatever called.

"Divisions" means the ACT Division, the NSW Division, the Victorian Division, the Queensland Division, the SA Division, the WA Division and the Tasmanian Division collectively.

“New Provisions” means provisions of the Rules of a Division providing in substance or effect; that the directors of the WIA for the time being shall constitute the Council of the Division, and that the Rules of the Division shall not be changed without the consent of the WIA, and that the Rules permit the WIA to become a member of the Division.

“Rules” means the Articles of Association, Rules, Constitution or other document defining the constitution of a body or governing the activities of a body or its members. Any word or phrase defined in the Constitution used in this document shall, unless otherwise required by the context, have the same meaning in this document.

1.2 Construction

Unless expressed to the contrary, in this document:

words in the singular include the plural and vice versa;

any gender includes the other genders;

if a word or phrase is defined its other grammatical forms have corresponding meanings;

“includes” means includes without limitation;

no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;

a reference to “the date of this document” is a reference to the date this document was executed by the party to whom the reference is applicable; and

a reference to:

a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;

any legislation or subordinate legislation includes any corresponding later legislation or subordinate legislation

an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;

a right includes a benefit, remedy, discretion and power; and

writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmission.

2. Need for Special Arrangements

The Divisions acknowledge that certain special arrangements are necessary or desirable for the smooth implementation of the reconstruction of the WIA and accordingly the Divisions and the WIA agree as follows:

8. The WA Division

8.1 The parties have agreed that the continued operation of the WA Division will no longer be necessary or desirable after 1 July 2004 and that the voluntary winding-up of the WA Division and the transfer of any surplus assets of the Western Australian Division upon its winding-up to other organisations having similar objects will best advance the interests of Amateur Radio in Western Australia. Accordingly:

(a) all arrangements between the WA Division and the WIA for the collection and allocation of subscriptions from members of the WA Division falling due after 30 June 2004 shall terminate on 30 June 2004,

(b) The WIA shall account to the WA Division for all money received by it on behalf of the WA Division as the WA Division’s entitlement to subscriptions falling due for renewal on or before 30 June 2004; and

(c) The WA Division shall by virtue of this provision resign as a member of the WIA as and from the day following the adoption of any Special Resolution to give effect to this clause 8 and gives the following undertakings:

(Items 3 to 7 refer to other states)

Undertakings by the WA Division

8.2 The WA Division undertakes to:

- (a) encourage its members to become members of the WIA
- (b) transfer to the WIA the licences for VK6WIA, and VK6WI
- (c) transfer to the WIA the licence for the International HF beacon VK6RBP
- (d) add the WIA as a named insured to the insurance policy referred to in clause 8.4 (a) such that the WIA will be able to enforce the same in substitution for the WA Division;
- (e) cooperate with the WIA to ensure that broadcasts of national WIA and local news continue to be transmitted in Western Australia and that local information is included on the WIA's Internet Web page.

8.3 The WA Division undertakes to use all reasonable endeavours to:

- (a) convene a meeting of its members to adopt a special resolution for the voluntary winding-up of the WA Division in accordance with the provisions of the Associations Incorporation Act 1987 (Western Australia);
- (b) at such meeting adopt a general resolution relation to the distribution of its surplus assets, identifying to whom such assets are to be distributed; and.
- (c) do all other things to facilitate the arrangements set out in this document.

Undertakings by WIA

8.4 Subject to the WA Division passing a special resolution for its voluntary winding up, the WIA undertakes:

- (a) for not less than 3 years after the 2004 calendar year to maintain the existing public liability and personal accident policy providing cover substantially the same as the cover presently provided for the benefit of the following entities and their members, namely the members (including Provisional Members) of the WIA in Western Australia, The West Australian Repeater Group (Inc), The West Australian VHF Group Inc, Northern Corridor Radio Group (Inc), The Hills Amateur Radio Group (Inc) and The Wireless Institute Civil Emergency Network (Inc), each to the extent that cover is presently provided, PROVIDED THAT:
 - (i) the premium for any year for the policy does not increase to more than twice the premium paid by the WA Division in the year 2004;
 - (ii) this obligation shall cease to the extent that similar or better cover is provided for each of the entities and their members by any policy entered into by the WIA in accordance with clause 10.1(b)
- (b) for not less than 10 years after the Adoption Date to meet the cost of the following repeater licences (to the extent the same have not already been paid) namely VK6RAP, VK6RUF, VK6RMS, VK6RBN, VK6RMW and VK6RHF being the repeaters constituting the backbone of the Western Australian News Service;

- (c) for so long as the International HF Beacon Project continues and so far as it is reasonably practical to do so, maintain the International HF Beacon VK6RBP at the Roleystone mast site or, if that site ceases to be available, after consulting with and having due regard to the advice of the Western Australia Advisory Committee at such other reasonably suitable site;
- (d) continue to conduct educational classes and examinations in Western Australia as currently conducted by the WA Division;
- (e) after consulting with and having due regard to the advice of the Western Australia Advisory Committee maintain the Zone 29 Award and the Jim Rumble Western Australian Amateur of the Year Award.
- (f) use its best endeavours to ensure that information and news relating to radio clubs and activities in Western Australia are included in appropriate broadcasts and on the WIA's Internet site; and
- (g) maintain the Western Australian Technical Advisory Committee generally as it is conducted at the date of this document, and after consulting with and having due regard to the advice of the Western Australia Advisory Committee to appoint as necessary further members to that Committee;

(Item 9 Refers to VK7)

10 Undertakings by WIA to all Divisions

10.1 Subject to each Division complying with the obligations accepted by it in this document, the WIA undertakes to each Division so doing as follows:

- (a) to provide as soon as reasonably practical and at no cost to members of the WIA a QSL Bureau service; and
- (b) to review as soon as reasonably practicable the insurance arrangements of the WIA and each Division, and having regard to all relevant circumstances including the new structure, the interests of members, the interests insured, the risk and the premiums, enter into such contracts as the Board consider reasonable.

11. GENERAL

11.1 Named individuals

Where in this document there is an agreement to appoint a particular person to a particular position for a particular time, nothing in this document shall restrict the right of the person to decline such appointment or resign such appointment or restrict the right of the WIA to terminate such appointment for proper cause.

11.2 Benefit of Undertakings

The undertakings given by the WIA in respect of a Division in this document are for the benefit of that Division and the members of that Division on the date that this document is executed on behalf of that Division and the WIA acknowledges that these undertakings can be enforced by any such member.

11.3 Amendment

This document may only be varied or replaced by a document duly executed by the parties.

11.4 Waiver and exercise of rights

- (a) A single or partial exercise or waiver by a party of a right relating to this document does not prevent any other exercise of that right or the exercise of any other right.
- (b) A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

11.5 Rights cumulative

Except as expressly stated otherwise in this document, the rights of a party under this document are cumulative and are in addition to any other rights of that party.

11.6 Further steps

Each party must promptly do whatever any other party reasonably requires of it to give effect to this document and to perform its obligations under it.

11.7 Governing law and jurisdiction

- (a) This document is governed by and is to be construed in accordance with the laws applicable in Victoria.
- (b) Each party irrevocably and unconditionally submits to the non exclusive jurisdiction of the courts of Victoria and any courts, which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

11.8 Assignment

- (a) A party must not assign or deal with any right under this document without the prior written consent of the other parties.
- (b) Any purported dealing in breach of this clause is of no effect.

11.9 Counterparts

This document may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

11.10 Agreement Effective

This agreement shall be effective between the parties who have executed it notwithstanding that one or more parties have not executed it.

11.11 Entire understanding

- (a) This document contains the entire understanding between the parties as to the subject matter of this document.
- (b) All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this document are merged in and superseded by this document and are of no effect. No party is liable to any other party in respect of those matters.
- (c) No oral explanation or information provided by any party to another: affects the meaning or interpretation of this document; or constitutes any collateral agreement, warranty or understanding between any of the parties.

EXECUTED as an agreement:

EXECUTED on behalf of the

THE WIRELESS INSTITUTE OF AUSTRALIA by:

(Signature)

(Signature)

EXECUTED on behalf of the

THE WIRELESS INSTITUTE OF AUSTRALIA, WESTERN AUSTRALIAN DIVISION by:

(Signature)

(Signature)