

Agenda June 2012 meeting

Business registration

Membership, requests, applications, financial members, 'in kind' members.

proposed name change of cemetery by SMCT

cemetery agreement

business cards

bank account, treasurer

round up of where we are at re collation of data

Australian Federation of Cemetery Friends Inc

newspaper article

Financial proposal

Report on Cheltenham tour

Event

Bullying/ appropriate behavior/ nil tolerance

Legal requirements of minutes

Right of burial documents

Model rules

Change of date of next meeting (quarterly meeting at Springvale) for personal reasons

Michael

Dandenong Community
Cemetery.

27th July

- 3rd August

CEMETERY ASSOCIATION AGREEMENT

Background

The newly formed Friends of Dandenong Cemeteries (FODC) are not yet officially registered, however, they have completed the necessary forms and await confirmation.

The Friends of Dandenong cemeteries (FODC) and Southern Metropolitan cemeteries Trust (SMCT) wish to formalize the agreement reached on 27th April 2012 at the inaugural meeting.

This document is not intended to be interpreted as an Agency agreement; however, it is intended to detail the responsibilities of each party to the agreement.

Parties to the Agreement

Southern Metropolitan Cemeteries Trust (SMCT), P.O. Box 1159, Clayton, Victoria 3169.

The Friends of Dandenong Cemeteries (THE ASSOCIATION), C/- Frances Bakker, friends.of.dandenong.cemeteries@hotmail.com.

Items covered under this Agreement

1. Electronic Records

- 1.1.1. Cemetery and Crematoria Enterprise Management System (CEMS) 'View only' access is to be provided to THE ASSOCIATION and this access is limited to Office Bearers.
- 1.1.2. It is understood and agreed THE ASSOCIATION will be provided this 'view only' access on the express condition that they complete the template provided by SMCT for the purpose of migrating any data corrections into CEMS.

2. Access to records

- 2.1.1. THE ASSOCIATION is to be permitted access to the site at Springvale for the purpose of checking the records.
- 2.1.2. Physical records to be accessed by THE ASSOCIATION include burial registers, burial orders and indexes. Access to other records, such as Trust Minutes, that may be confidential to be provided at the sole discretion of SMCT.
- 2.1.3. Access to records is restricted to designated members of THE ASSOCIATION such as the President and Secretary, to be named within the attached Schedule 1.
- 2.1.4. Schedule 1 is to be updated if and when Office Bearers change.
- 2.1.5. The handling of old records is to be performed solely with the use of gloves that will be provided by SMCT to preserve the integrity of the records for future generations.

3. Reciprocal Rights

- 3.1. In recognition of the mutual co-operation proposed by this agreement, THE ASSOCIATION agrees to allow SMCT access to and free use of all of its research materials that relate to the Dandenong Cemetery.

4. Public indemnity Insurance

- 4.1.1. Tours for the public may be conducted by THE ASSOCIATION on the Dandenong cemetery site from time to time.
- 4.1.2. A nominal fee may be charged and retained by THE ASSOCIATION for providing this service.
- 4.1.3. THE ASSOCIATION agrees to conduct all such tours with due regard to the safety of any visitors to the cemetery and that Public Indemnity Insurance will be in place to the value of \$10 M.

5. Information provided to the public by THE ASSOCIATION

- 5.1.1. It is agreed that THE ASSOCIATION may wish to earn a small income from providing information to the public.
- 5.1.2. SMCT and THE ASSOCIATION recognise that the Cemeteries and Crematoria Act 2003 mandates that the public be provided information on records that are required to be kept for historical and research purposes.
- 5.1.3. Notwithstanding this provision, both parties wish to protect the privacy of individuals still living whose identity may be revealed by providing information on records that are required to be kept.
- 5.1.4. To this end, the parties have agreed that information pre-dating seventy years from the time of the request by members of the public may be freely provided.
- 5.1.5. Information more current than seventy years from the time of the request should be referred to SMCT who will issue the 'statutory declaration' to establish the enquirer's bona fides.

6. Enquiries

- 6.1.1. Although THE ASSOCIATION may be located on site at the cemetery from time to time all enquires must be handled by SMCT staff.
- 6.1.2. Where staff are unavailable, a phone number is to be provided.

7. Communication

- 7.1.1. Quarterly meetings will be convened by THE ASSOCIATION Office Bearers and nominated SMCT staff to provide updates and keep communication channels open.
- 7.1.2. Minutes will be taken by SMCT staff and retained at the offices of SMCT.
- 7.1.3. Copies will be provided to THE ASSOCIATION.

8. Reviews of the Agreement

- 8.1.1. Reviews will be conducted bi-annually (every two years) or more frequently if deemed necessary by THE ASSOCIATION Office Bearers and nominated SMCT staff.
- 8.1.2. All reviews will be documented by SMCT staff and retained at the offices of SMCT.
- 8.1.3. Copies will be provided to THE ASSOCIATION.

9. Confidentiality

- 9.1.1. Any confidential information exchanged or discovered due to the nature of the relationship between SMCT and THE ASSOCIATION is not to be revealed to third parties without express permission.

9.1.2. Such confidential information exchanged or discovered shall survive the duration of this or any subsequent agreement between the parties or following the termination of the relationship.

Signed:

On behalf of Southern Metropolitan Cemeteries Trust

Date:

Signed:

On behalf of The Friends of
Dandenong Cemeteries
(FODC)

Date: