

Annexure V

Noongar Heritage Partnership Agreement

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2014

BETWEEN:

**THE DEPARTMENT OF ABORIGINAL AFFAIRS
(the Department)**

and

[Insert Name] REGIONAL CORPORATION

**NOONGAR HERITAGE PARTNERSHIP
AGREEMENT**

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THIS AGREEMENT is made the day of 20xx.

BETWEEN

THE STATE OF WESTERN AUSTRALIA, acting through THE MINISTER FOR ABORIGINAL AFFAIRS care of Department of Aboriginal Affairs, 151 Royal Street, East Perth, Western Australia (**Minister**)

and

[Insert Name] REGIONAL CORPORATION (ICN), a body corporate established for and on behalf of the [Insert Name] Group and appointed by the Trustee of Noongar Boodja Trust, of [insert address] (**Corporation**)

1. PURPOSE

The Purpose of the Noongar Heritage Partnership Agreement is to provide the framework through which the Department and the (region) Regional Corporation work in partnership to protect Noongar Aboriginal Heritage, including identifying, recording, protecting and preserving of Aboriginal sites within the ILUA Area, taking into account Noongar Heritage Values.

2. STATEMENT OF RESPECT

The Statement of Respect contained within the NHPA is complementary to that articulated in the Noongar (Koorah, Nitja, Boordahwan) (Past, Present, Future) Recognition Bill 2013, in that;

- A. The Department recognises Noongar people are the traditional owners of the land and waters in the South West Native Title Settlement Area (Settlement Area), have continuing cultural, spiritual and social connections to the area and have a body of Noongar Law and Custom that describes responsibilities and obligations to sites and matters of heritage.
- B. The Department recognises that the Noongar people, as the custodians of Noongar heritage, have a cultural responsibility to care for country within the Settlement Area and have unique traditional knowledge and expertise that will assist in managing Aboriginal Heritage in the Settlement Area.
- C. The Department recognises that Noongar people rightfully hold the cultural knowledge of their traditional country, and that all reasonable efforts will be made for active Noongar involvement in the protection and management of Noongar Aboriginal Heritage in the Settlement Area.
- D. The Noongar people recognise that the Department has a statutory responsibility to administer the following pieces of legislation: *Aboriginal Affairs Planning Authority Act 1972* and the *Aboriginal Heritage Act 1972*.
- E. Both Parties recognise Noongar heritage and culture is of the utmost importance to the Noongar people and is central to supporting a stronger Noongar community and the importance of managing Noongar heritage sites and preserving Noongar culture within the Settlement area,
- F. Both Parties recognise that with growing pressure on the South West landscape, joint action by Noongar people and other land users will be critical for the management of Noongar Aboriginal Heritage and the preservation of Noongar culture.
- G. Through the historic South West Native Title Settlement the parties have entered into an ILUA which provides, among other things, for the making of Noongar Standard Heritage Agreements (NSHA), substantially in the form of [insert Schedule no] to the ILUA.
- H. In recognition that the Noongar community has an integral role in the maintenance and protection of Noongar heritage and that active

engagement with the community through Regional Corporations is the foundation of the partnership, the Parties will work together to preserve and strengthen Noongar heritage.

- I. Both Parties will work together to encourage an open dialogue between all Government agencies and the Noongar community to develop processes and protocols for addressing matters of Noongar Aboriginal Heritage maintenance and protection.
- J. Both Parties recognise the rights and obligations of the each Party and enter into this agreement in the spirit of co-operation and commit to work together in a cooperative, honest and respectful manner.
- K. Both Parties recognise that improved awareness and recognition of Noongar heritage and culture will add greatly to the strength, diversity and uniqueness of the entire Western Australian community.
- L. The Parties intend that this Agreement applies in relation to all the land and waters in the ILUA Area.

3. DEFINITIONS

Aboriginal Cultural Material Committee means the Committee or ACMC as established under section 28 of the *Aboriginal Heritage Act 1972*.

Aboriginal Heritage means Aboriginal Heritage as defined in the *Aboriginal Heritage Act 1972*.

Aboriginal Site means a place as defined at *Section 5* of the *Aboriginal Heritage Act 1972*.

AHA means the *Aboriginal Heritage Act 1972*.

Agreement means this agreement including the Schedules and Annexure, if any.

ILUA Area means the Agreement Area as defined in the ILUA.

Commencement Date means the date of execution of this Agreement by the last Party.

Department means the Department of Aboriginal Affairs.

ILUA means the Indigenous Land Use Agreement [insert details of the ILUA].

NHPSG means the Noongar Heritage Partnership Steering Group established under clause 6.1 of this Agreement.

Noongar Corporations Committee means the Noongar Corporations Committee as defined in the ILUA.

Noongar Heritage Management means the identification, assessment, recording, maintenance, remediation and protection of Aboriginal Sites and Cultural Materials as defined in the *Aboriginal Heritage Act 1972*.

Noongar Heritage Values means the fundamental and lasting beliefs and ideals shared by Noongar people relating to their heritage and includes Noongar history, stories, language and the way Noongar heritage is incorporated in the landscape.

NSHA means the Noongar Standard Heritage Agreement substantially in the form of [insert Schedule number] to the ILUA.

Parties means the parties of this Agreement.

Registrar means the person appointed Registrar of Aboriginal Sites under section 37(1) of the *Aboriginal Heritage Act 1972 (AHA)*.

Settlement Area means the aggregate of those lands and waters as defined in the Indigenous Land Use Agreements that comprise the South West Native Title Settlement .

4. COMMITMENT TO NOONGAR HERITAGE IN THE [INSERT NAME] AREA

The Department and the Corporation are committed to:

- (a) Developing a partnership built on mutual respect, accountability, transparency and commitment.
- (b) Achieving improved Noongar heritage outcomes in the region which include, but are not limited to;
 - (i) increasing the overall understanding of Noongar Heritage Values and exploring strategies to develop management tools that include articulation of these values.
- (c) Prioritising management planning of Aboriginal Sites of high importance and significance to the [Insert Name] Community, particularly those sites that may be vulnerable to damage, by:
 - (i) Reassessing the integrity of information in the Register of Aboriginal places and objects, and, where required, improving the quality of the information;
 - (ii) Promoting the increased registration of Aboriginal Sites;
 - (iii) Building the capacity of the Noongar community to engage in Noongar Heritage Management; and
 - (iv) Developing and implementing mechanisms for proactive interaction between the Department and the Heritage Officers in the region in relation to Aboriginal site protection and compliance.
- (d) Developing authoritative information systems that safeguard Noongar heritage information; and
- (e) Advising of any impacts of the NSHA processes on broader Noongar Heritage Management and the NSHA's effect on Noongar Aboriginal Sites.

5. HERITAGE MANAGEMENT

5.1. Roles and Responsibilities

- (a) The role of the Regional Corporation shall be, consistent with the AHA and any regulations made under the AHA, to:

- (i) provide advice to the Department on cultural heritage matters within the ILUA Area;
 - (ii) prepare, amend and implement local and regional heritage management plans within the ILUA Area;
 - (iii) make recommendations and provide advice to the Department to inform decisions on the application of Sections 16, 18, 19 and 20 of the AHA;
 - (iv) provide advice and work with the Department in the preparation of policies, programs and other heritage management documents for the ILUA Area;
 - (v) provide advice and work with the Department on the development of Aboriginal heritage training and employment initiatives within the ILUA Area.
 - (vi) ensure Aboriginal heritage survey activity is conducted in a manner consistent with the NSHA;
 - (vii) seek funding, either jointly or separately to support the facilitation of heritage training and management arrangements in the ILUA Area.
- (b) The role of the Department shall be, consistent with the AHA and any regulations made under the AHA, to:
- (i) administer the AHA;
 - (ii) provide administrative oversight in the application of the AHA;
 - (iii) maintain an accurate Register of Aboriginal places and objects;
 - (iv) apply relevant State Government policy consistent with the NSHA, and;
 - (v) take into account the advice of the Regional Corporation in the development of policies, programs and other related matters.

6. GOVERNANCE

6.1. Noongar Heritage Partnership Steering Group

The Parties will establish a Noongar Heritage Partnership Steering Group (NHPSG) consisting of equal membership of both Government and Regional Corporation representatives to oversee and undertake implementation of this Agreement.

The NHPSG will meet at least 2 times per year, with progress reports to be provided to the Noongar Corporations Committee by the Department or Regional Corporation as required.

6.2 Role of the Heritage Partnership Steering Group (NHPSG)

The NHPSG is responsible for:

- (a) overseeing implementation of this NHPA, its principles and its commitments and engaging in discussion to facilitate this Agreement;

- (b) providing advice to Government and the Regional Corporation on matters relating directly to implementation of the Agreement;
- (c) developing and implementing processes and protocols for active engagement and appropriate consultation between Government, the Regional Corporation and the Noongar community, including developing local and regional heritage management plans;
- (d) providing advice to the Registrar on the maintenance and protection of Aboriginal Sites within the Settlement Area, and in particular the ILUA Area;
- (e) without fettering the Minister;
 - (i) providing advice to the Aboriginal Cultural Materials Committee (ACMC) on the protection of Noongar Aboriginal Sites within the Settlement Area;

7. IMPLEMENTATION PLANNING

To progress implementation of the Agreement, the NHPSG will, within 12 months of the Commencement Date, identify a workplan of priorities consistent with the commitments made in clause 5;

The workplan will include but not be limited to;

- (a) Developing and implementing local and regional Heritage Management Plans;
- (b) Identifying cultural heritage management training needs and opportunities for Regional Corporation staff and Traditional Owners.

8. REVIEW

Review and evaluation of the Agreement will occur annually on the anniversary of the Commencement Date and will be led by the Department. Terms of reference for the review will be set by the NHPSG, and may be varied by agreement of all Parties.

9. VARIATION

Variation of this Agreement can only be made with the agreement of both Parties.

10. STATUS OF THIS AGREEMENT

The Parties acknowledge and agree that this Agreement is not intended to be and is not legally binding on the Parties.

EXECUTION

THE **COMMON SEAL** of)
The **DEPARTMENT OF**)
ABORIGINAL AFFAIRS a body)
corporate established under)
the Aboriginal Affairs Planning Authority)
Act was affixed hereto in the)
presence of)

Signature of Chief Executive Officer

Signature of witness

Date

Full name of witness (print)

Address of witness

Occupation of witness

SIGNED by the **CHIEF EXECUTIVE**)
OFFICER for and on behalf of)
[Insert Name])
CORPORATION)
in the presence of:)

CHIEF EXECUTIVE OFFICER

Signature of witness

Date

Full name of witness (print)

Address of witness

Occupation of witness