

Self-Determination Fund Agreement

First Peoples' Assembly of Victoria
and The State of Victoria



**FIRST PEOPLES'
ASSEMBLY OF
VICTORIA**



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Preamble

The Self-Determination Fund is a necessary element of the Treaty Process as it will support First Peoples to have equal standing with the State in Treaty negotiations. It will also be a financial resource, independent from the State, that empowers First Peoples to build capacity, wealth and prosperity for present and future generations. By doing so the Self-Determination Fund will:

- support First Peoples to achieve political, economic, social, and cultural self-determination; and
- enable First Peoples to maintain and strengthen their distinct economic institutions, while retaining the right to participate fully, if they so choose and to the extent they wish, in the economic life of the State.

The First Peoples' Assembly of Victoria is the voice for Aboriginal and Torres Strait Islander peoples, recognised under the *Advancing the Treaty Process with Aboriginal Victorians Act 2018* (Vic) as the Aboriginal Representative Body that works with the State of Victoria to establish by agreement the elements necessary to support future Treaty negotiations. In doing so, the First Peoples' Assembly of Victoria represents the diversity of First Peoples, being Traditional Owners of Country in Victoria and Aboriginal and Torres Strait Islander peoples living in the lands and waters now known as Victoria.

The State of Victoria is a State of the Commonwealth of Australia under the Commonwealth Constitution and the Victorian Constitution. It is the successor to the colony of Victoria, which was established as a self-governing colony with responsible government by the *Constitution Act 1855* (Imp). The colony of Victoria's establishment occurred without approval from or consultation with those First Peoples who were then (and remain) the Traditional Owners of the land and waters now known as Victoria.

The Self-Determination Fund will be a new resource providing benefits to First Peoples. Consistent with the principle of self-determination, the initiatives funded through the Self-Determination Fund will be determined by First Peoples, through the Aboriginal Representative Body, and consistent with this Agreement. The establishment of the Self-Determination Fund does not affect the State's continuing obligation to fund and deliver services (whether directly or indirectly) to the Victorian public, including to First Peoples through universal services and government-funded services delivered by Aboriginal Community Controlled Organisations.

Recitals

By this Agreement, the Parties establish the Self-Determination Fund under section 35 of the Treaty Act and agree that the Aboriginal Representative Body will administer the Self-Determination Fund by appointing a wholly-owned subsidiary company to hold the Self-Determination Fund on trust for the purposes specified in section 36 of the Treaty Act.

1 About the Agreement

1.1 Object

The object of this Agreement is to establish the Self-Determination Fund in accordance with Part 6 of the Treaty Act.

1.2 Purposes

Pursuant to section 36(1) of the Treaty Act, the Self-Determination Fund has the following purposes:

- supporting First Peoples to have equal standing with the State in Treaty negotiations; and
- providing a financial resource, independent from the State, that empowers First Peoples to build capacity, wealth and prosperity.

Pursuant to section 36(2) of the Treaty Act, the Self-Determination Fund has such additional purposes agreed in future by the Parties in writing, consistent with the Treaty Act.

1.3 Principles

The Self-Determination Fund will operate according to the following principles:

Self-determination and empowerment	The Self-Determination Fund will give effect to self-determination and empowerment and support First Peoples to make decisions about First Peoples' financial resources.
Fairness and equity	The Self-Determination Fund will be administered in a way that fairly and equitably benefits First Peoples.
Responsiveness	The Self-Determination Fund will be a flexible and adaptive financial resource that First Peoples can access in line with their Treaty negotiation needs and their broader priorities and aspirations.
Innovation	The Self-Determination Fund will support innovative processes and programs, which transform and improve on existing approaches to resourcing First Peoples, so that First Peoples prosper in the modern economy in innovative, culturally strong ways.
Respect	The Self-Determination Fund will reflect First Peoples' values and ways of doing business. The Self-Determination Fund will respect and support First Peoples' governance structures.
Safety	The Self-Determination Fund will be administered with care, diligence, and prudence for the benefit of First Peoples now and into the future.
Transparency and accountability	The Self-Determination Fund will be administered with transparency and be accountable to First Peoples.

2 Definitions

Aboriginal Representative Body means the entity that is declared to be the Aboriginal Representative Body under section 11 of the Treaty Act or section 18 of the Treaty Act. At the date of this Agreement, the Aboriginal Representative Body is the First Peoples' Assembly of Victoria Limited (ABN 51 636 189 412).

Advisory and Investment Committee means any such committee established by the Trustee under the Company Constitution.

Agreement means this agreement made between the Parties dated 20 October 2022.

Assets means the funds provided by the State under clause 7 and other property, rights and income, held by the Trustee on trust for the statutory purposes specified in section 36 of the Treaty Act.

Company Constitution means the company constitution of the company appointed as Trustee.

Directions to Trustee means the directions given by the Aboriginal Representative Body to the Trustee under the Trust Deed from time to time.

Dispute Resolution Process means the dispute resolution process established by agreement between the Parties under Part 7 of the Treaty Act.

Endorsed as a Charity means registered as a charity by the Australian Charities and Not-for-profits Commission and endorsed for income tax exemption by the Commissioner of Taxation.

First Peoples means:

- a. Traditional Owners of Country in Victoria; and
- b. Aboriginal and Torres Strait Islander persons who are living in the place now known as Victoria.

First Peoples' Representative Body has the meaning given to that term under the Framework.

First Peoples' Treaty Delegations has the meaning given to that term under the Framework.

Framework means the Treaty Negotiation Framework established by agreement between the Parties under section 30 of the Treaty Act.

Governing Documents means the Trust Deed, the Company Constitution and any Directions to Trustee.

Minimum Standards has the meaning given to that term under the Framework.

Minister means the Minister of the Crown responsible for administering the Treaty Act including a Minister of the Crown for the time being acting for or on behalf of that Minister.

Negotiations Database has the meaning given to that term under the Framework.

Parties means the parties to this Agreement, being the Aboriginal Representative Body and the State of Victoria.

Principles means the principles in clause 1.3 of this Agreement.

Self-Determination Fund means the self-determination fund established by agreement under section 35 of the Treaty Act, that takes the form of a public charitable trust to hold the Assets in accordance with the Trust Deed.

Statewide Treaty has the meaning given to that term under the Framework.

Traditional Owner has the meaning given to that term under the Framework.

Traditional Owner Group has the meaning given to that term under the Framework.

Traditional Owner Treaty has the meaning given to that term under the Framework.

Treaty has the meaning given to that term under the Framework.

Treaty Act means the *Advancing the Treaty Process with Aboriginal Victorians Act 2018* (Vic).

Treaty Process means Treaty negotiations under the Framework and, for the avoidance of doubt, includes the process for entry into negotiations, the negotiations themselves and the formalisation of, enforcement of, and reporting on Treaties.

Trust Deed means the trust deed executed by the Trustee to establish the public charitable trust that holds the Assets on trust.

Trustee means the trustee appointed by the Aboriginal Representative Body to hold the Assets on trust under the Trust Deed and the Company Constitution.

3 Interpretation

3.1 Principles of interpretation

This Agreement should be interpreted in a way that is consistent with the Treaty Act. In the event of any conflict between this Agreement and the Treaty Act, the Treaty Act prevails.

3.2 Interpretation rules

The general interpretation rules in this Agreement are set out in Schedule A to the Agreement.

4 Establishment of Self-Determination Fund

By this Agreement, the Parties agree to establish the Self-Determination Fund under section 35 of the Treaty Act for the purposes specified in section 36 of the Treaty Act. The Assets will be held on trust by the Trustee exclusively for the statutory purposes specified in section 36 of the Treaty Act.

The Governing Documents on establishment take the form of those documents attached to this Agreement, but do not form part of this Agreement. Amendments or additions to the Governing Documents are able to be made in accordance with their terms and the terms of this Agreement.

5 Operation of Self-Determination Fund

The Aboriginal Representative Body will administer the Self-Determination Fund in accordance with this Agreement, the Governing Documents and the Treaty Act.

Under the Governing Documents, the Trustee will be subject to the control and direction of the Aboriginal Representative Body, including by way of Directions to Trustee from the Aboriginal Representative Body. Unless contrary to law or impermissible under the Trust Deed, the Trustee is required to exercise its powers and carry out its functions in accordance with any Directions to Trustee.

6 Establishment and operation of Trustee

The Aboriginal Representative Body will establish the Trustee as a public company limited by guarantee. The Trustee's sole member will be the Aboriginal Representative Body.

The Aboriginal Representative Body will ensure the Governing Documents provide that the Trustee operates on a not-for-profit basis and may only act as Trustee.

7 State funding

The State will provide funding to the Self-Determination Fund to ensure that the Self-Determination Fund can further its purposes under the Treaty Act.

7.1 Initial funding obligation

The State will provide funding of not less than \$65 million as partial funding to support First Peoples to have equal standing with the State in Traditional Owner Treaty negotiations.

Without limiting the discretion of the Aboriginal Representative Body and the Trustee, the State intends for this support to include:

- a. supporting Traditional Owner Groups to:
 - i. satisfy Minimum Standards;
 - ii. provide notification of satisfaction of Minimum Standards to the Treaty Authority for entry onto the Negotiations Database; and
 - iii. form First Peoples' Treaty Delegations;
- b. supporting First Peoples' Treaty Delegations to negotiate Traditional Owner Treaties with the State; and
- c. meeting expenses properly incurred in the administration of the Fund.

This initial funding will be paid as follows:

- a. An amount to be agreed by the Parties (or failing agreement an amount of \$35 million) to be paid to the Trustee within 30 days of the Aboriginal Representative Body notifying the State that the Self-Determination Fund has been Endorsed as a Charity.
- b. An amount to be agreed by the Parties (or failing agreement an amount of \$15 million) to be paid to the Trustee within 30 days of the publication, pursuant to clause 10(c), of the 2022-23 annual report.
- c. An amount to be agreed by the Parties (or failing agreement an amount of \$15 million) to be paid to the Trustee within 30 days of the publication, pursuant to clause 10(c), of the 2023-24 annual report.

7.2 Future funding obligations

The Parties agree that this initial funding amount of not less than \$65 million over 3 years represents only partial funding of the Self-Determination Fund by the State and that further funding will be required to be negotiated in and beyond the initial funding period to ensure that the Self-Determination Fund can further its purposes under the Treaty Act.

Further funding will be negotiated between the Aboriginal Representative Body and the State to ensure the Self-Determination Fund can further its purposes under the Treaty Act. The State agrees that further funding will be adequate having regard to the statutory purposes of the Self-Determination Fund in section 36 of the Treaty Act. The Parties acknowledge that further funding may be contingent on variations being made to this Agreement. Any variation to this Agreement will be made in writing and agreed between the Parties as set out in clause 15 of this Agreement.

Funding does not have to be spent in the year it is provided and can be held over for future years.

7.3 First Peoples' Representative Body

The Self-Determination Fund has as its first purpose to support First Peoples to have equal standing with the State in Treaty negotiations. The State acknowledges this purpose requires the provision of funding to the First Peoples' Representative Body, and that this may be provided either through the Self-Determination Fund or directly to the First Peoples' Representative Body, whichever the Parties agree.

The State agrees to allocate the above funding for the First Peoples' Representative Body to have equal standing with the State in negotiations for Statewide Treaty, to be provided from the time the State accepts the invitation to join Statewide Treaty negotiations, or at another date agreed between the Parties.

8 Warranties

8.1 Warranties

The Aboriginal Representative Body acknowledges that the State has accountability requirements associated with the release of public funds under clause 7.

For the purpose of meeting those accountability requirements associated with the release of public funds under clause 7, the Aboriginal Representative Body will give the warranties detailed in Schedule B before any and each time funding is provided in accordance with clause 7, if such funding is to be allocated through the Self-Determination Fund.

8.2 Affirmation of warranties

Each payment of monies by the State in accordance with clause 7 is conditional on the Aboriginal Representative Body affirming in writing the warranties in Schedule B have been complied with at the time of the first payment and, for subsequent payments, at all times since the last payment.

8.3 Breach of warranty

If any of the warranties affirmed by the Aboriginal Representative Body under clause 8.2 are breached, the State may withhold funding agreed under clause 7, if such funding is to be allocated through the Self-Determination Fund, until such time as the Aboriginal Representative Body cures a breach of any warranty, or the State waives this requirement.

If the Aboriginal Representative Body fails to cure the breach within 90 days, the Aboriginal Representative Body and the State agree to enter into good faith discussions regarding how to remedy the breach.

Nothing in this clause prevents the Parties commencing the Dispute Resolution Process in accordance with clause 16 of this Agreement.

9 Revocation of Aboriginal Representative Body declaration and transitional arrangements

9.1 Minister to provide transitional arrangements

If the Minister revokes an Aboriginal Representative Body declaration under section 14 of the Treaty Act, in making transitional arrangements under section 14(3) in relation to the activities of the Aboriginal Representative Body with respect to the Self-Determination Fund, the Minister may, subject to clause 9.2, appoint a person to be the member of the Trustee under the Company Constitution until another entity is declared to be the Aboriginal Representative Body under section 18 of the Treaty Act and that other entity becomes the member of the Trustee.

9.2 Requirement that member is First Peoples

The Parties acknowledge that the Minister may not appoint a person to be the member of the Trustee pursuant to clause 9.1 unless the person is:

- a. if a natural person, a member of First Peoples; or
- b. if not a natural person, an entity controlled by a majority of First Peoples.

10 Reporting

In addition to the reporting requirements set out in the Governing Documents, the Aboriginal Representative Body will ensure that the following is publicly reported:

- a. all distributions from the Self-Determination Fund, including but not limited to:
 - i. who has received distributions and the quantum of each distribution;
 - ii. the purposes under section 36 of the Treaty Act for which each distribution was made; and
 - iii. how the distributions related to any priority spending areas identified by the Aboriginal Representative Body in Directions to Trustee;
- b. administration costs;
- c. annual reports prepared under the Trust Deed, including audited financial statements, relating to the activities of the Self-Determination Fund; and
- d. the strategic plan prepared under the Trust Deed.

11 Varying the Governing Documents

In respect of a variation to a Governing Document:

- a. if clause 11.2 applies, the process in clause 11.2 must be followed; and
- b. in all other cases, the process in clause 11.1 must be followed.

The State acknowledges that, at the time of entering into this Agreement, the practical application of this clause on the efficient operation of the Self-Determination Fund is yet to be determined.

The State acknowledges the need to periodically review this clause, in accordance with clause 14, particularly having regard to the developing context of Treaty-making.

11.1 Notification

If the Aboriginal Representative Body varies or provides its approval to vary any of the Governing Documents, the variation will not take effect until:

- a. the Aboriginal Representative Body:
 - i. notifies the State of the variation within 7 days; and
 - ii. invites the State to have good faith discussions within a 30-day period regarding the variation with the Aboriginal Representative Body; and
- b. the 30-day period has expired, or before that expiry:
 - i. the State notifies the Aboriginal Representative Body that it declines the invitation to have good faith discussions; or
 - ii. good faith discussions under clause 11.1(a) have concluded.

11.2 Consent

Should a variation to any of the Governing Documents represent a change:

- a. such that the Aboriginal Representative Body would not be able to warrant one or more of the matters in Schedule B; or
- b. that would otherwise constitute a major change to the legal form, governance structures or accountability requirements of the Self-Determination Fund or the Trustee,

the Aboriginal Representative Body must seek the State's prior written consent to the change (such consent not to be unreasonably withheld).

12 Self-Determination Fund to continue in perpetuity

The Self-Determination Fund will continue in perpetuity, unless the Parties agree otherwise.

13 Strategic review

The Aboriginal Representative Body will ensure that a strategic review of the Self-Determination Fund's activities and performance is undertaken within 3 years after establishment and thereafter, at the end of every 5-year period.

The strategic review will be independent and involve consultation with First Peoples which is sufficiently broad so as to reflect the diversity of First Peoples.

The Aboriginal Representative Body will ensure the strategic review is publicly available.

The State will meet the reasonable costs of any such strategic review.

14 Review of the Agreement

The Parties may review the effectiveness and terms of this Agreement if the Parties consider it to be required or appropriate.

Such review must consider whether clause 11 should continue to apply.

15 Amendments

Except as otherwise provided by law, this Agreement may only be amended by agreement of the Parties in writing.

16 Dispute resolution

The Parties agree that any disputes in relation to this Agreement, including any failure to reach agreement within 90 days of good faith discussions commencing under clause 8.3, will be resolved using the Dispute Resolution Process, as if that Dispute Resolution Process stated that it applies to disputes in relation to this Agreement.

**Executed by First Peoples' Assembly
of Victoria** in accordance with section 127
of the *Corporations Act 2001* (Cth):


Signature of Director

Geraldine Atkinson

Name of Director


Signature of Director

Marcus Stewart

Name of Director

**Signed for and on behalf of The State
of Victoria** in the presence of:


Signature of Witness

Beth Painter

Name of Witness



Signature of Authorised Officer

**Colin Brooks MP, Acting Minister
for Treaty and First Peoples**

Name of Authorised Officer

Schedule A – General interpretation

In this Agreement, and unless the context indicates a contrary intention:

- a. headings are for convenience only and do not affect interpretation;
- b. 'person' includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- c. a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;
- d. a reference to a document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- e. a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- f. a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- g. a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Agreement;
- h. a reference to this Agreement includes all schedules, exhibits and annexures to it, but does not include attachments to it;
- i. if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and
- j. 'includes' in any form is not a word of limitation.

Schedule B – Warranties

The Aboriginal Representative Body warrants to the State that:

1 Compliance

- a. The Self-Determination Fund has been administered and continues to be administered in compliance with this Agreement and the Governing Documents.

2 Treaty Act purposes

- a. The Trust Deed provides that the Self-Determination Fund is to be held exclusively for the purposes as provided for in section 36 of the Treaty Act.

3 Agreement principles

- a. The Self-Determination Fund has operated and continues to operate according to the Principles.

4 Public charitable trust

- a. The Trust Deed provides that the Self-Determination Fund is held as a public charitable trust.
- b. The Self-Determination Fund is Endorsed as a Charity.

5 Legal structure of the Trustee

- a. The Trust Deed appoints the Trustee.
- b. The Trust Deed provides that the Trustee must be a public company limited by guarantee, with its sole member being the Aboriginal Representative Body, where such an entity has been declared under the Treaty Act.
- c. The Trust Deed and Company Constitution provide that the Trustee operates on a not-for-profit basis.
- d. The Trust Deed and Company Constitution provide that the company that is the Trustee must apply to be Endorsed as a Charity and maintain that endorsement if it is granted.
- e. The Company Constitution provides that the company that is the Trustee may:
 - i. not act as trustee of any trust other than the Self-Determination Fund; and
 - ii. only carry out business relating to its role as trustee of the Self-Determination Fund.

6 Legal powers of the Trustee

- a. The Trust Deed provides the Trustee with legal powers necessary to perform its duties and functions, including in respect of:
 - i. making distributions and investments from the Self-Determination Fund; and
 - ii. undertaking its own activities, or engaging others to undertake activities on its behalf, for the purposes in section 36 of the Treaty Act, but not directly providing community or social services.
- b. In respect of distributions from the Self-Determination Fund, the Trust Deed requires they are made in accordance with an assessment and oversight process, having regard to the Distribution Policy, which is a Direction to Trustee that sets out parameters, processes or rules for distributions made by the Trustee.
- c. The assessment and oversight process will specify:
 - i. eligibility criteria in relation to distributions that are consistent with the purposes of the Self-Determination Fund;
 - ii. principles for distributions from the Self-Determination Fund that ensure distributions by the Trustee, as a whole, fairly and equitably benefit a broad cross-section of First Peoples; and
 - iii. measures for ensuring funds distributed are used by recipients for purposes that are consistent with the purposes of the Self-Determination Fund, including through the imposition of conditions and reporting requirements.
- d. The Trust Deed requires that distributions be consistent with the budgets required under the Trust Deed and any strategic plan, having regard to the sustainability of the Self-Determination Fund.
- e. The Distribution Policy is subject to provisions of the Trust Deed and applicable laws.
- f. In respect of investments by the Self-Determination Fund, the Trust Deed requires they are made in accordance with the Investment Policy, which is a Direction to Trustee that sets out parameters, processes or rules for investments made by the Trustee.
- g. The Trust Deed requires that investments are made consistent with any advice obtained by the Trustee from appropriately qualified and licensed financial advisers and consistent with the budgets required under the Trust Deed and any strategic plan, having regard to the sustainability of the Self-Determination Fund.
- h. The Investment Policy is subject to provisions of the Trust Deed and applicable laws.
- i. The Trustee has established an Advisory and Investment Committee in accordance with the Company Constitution and Directions to Trustee, and the Trustee exercises its powers taking into account the Advisory and Investment Committee's relevant advice.

7 Role of the Aboriginal Representative Body

- a. The Company Constitution sets out the rights and responsibilities of the Aboriginal Representative Body as the sole member of the Trustee, including with respect to general meetings, directors and the company secretary.
- b. The Trust Deed provides that the Aboriginal Representative Body may issue binding Directions to Trustee with which the Trustee must comply. Directions to Trustee must be consistent with the Trust Deed, this Agreement and applicable laws.
- c. The Trust Deed provides that Directions to Trustee may cover:
 - i. priority areas for the application of Assets by the Trustee;
 - ii. the Distribution Policy;
 - iii. the Investment Policy;
 - iv. the Code of Conduct;
 - v. the Dispute Resolution Process;
 - vi. a Conflicts Policy;
 - vii. the formation, composition, functions and processes of an Advisory and Investment Committee to advise the Trustee;
 - viii. reporting in relation to the activities of the Trustee and financial position of the Self-Determination Fund; and
 - ix. any other matters relevant to the administration of the Self-Determination Fund.
- d. The Trust Deed provides that the Aboriginal Representative Body may provide guidance or information from time to time which the Trustee must consider in relation to consultations with First Peoples conducted by the Aboriginal Representative Body which are relevant to the administration of the Self-Determination Fund.
- e. The Trust Deed provides that the Aboriginal Representative Body receives and approves the strategic plan and the budgets required under the Trust Deed.
- f. The Trust Deed provides to the Aboriginal Representative Body a veto power in relation to proposed distributions or investments by the Trustee for amounts exceeding a threshold specified in a Direction to Trustee.
- g. The Trust Deed provides that the Aboriginal Representative Body must consent to the winding up of the Self-Determination Fund.
- h. The Aboriginal Representative Body, by the Directions to Trustee, requires the Trustee to regulate the costs of professional services funded directly or indirectly from the Self-Determination Fund, to ensure such costs are value for money and not excessive. This includes ensuring that the Trustee reports on the proportion of total annual funds provided to each recipient to spend on professional services.
- i. Directions to Trustee made by the Aboriginal Representative Body are consistent with the Principles.

8 Director appointment

- a. The Company Constitution sets out clear, transparent and objective selection criteria for the appointment of directors, to be appointed initially by the Aboriginal Representative Body, and subsequently by the company that is appointed Trustee in general meeting.
- b. The selection criteria prescribed in the Company Constitution include that a person is eligible to be appointed a director of the Trustee if they:
 - i. are able to discharge the obligations and duties of director under applicable laws; and
 - ii. are able to read and understand financial statements.

9 Change in Aboriginal Representative Body

- a. Consistent with the Treaty Act, the Company Constitution provides a mechanism to ensure that in the event that there is a change in the entity declared to be the Aboriginal Representative Body under the Treaty Act, the new Aboriginal Representative Body will administer the Self-Determination Fund under section 37 of that Act.

10 Accountability and transparency

- a. First Peoples have been consulted regarding their aspirations for the Self-Determination Fund.
- b. First Peoples' aspirations are reflected in the administration of the Self-Determination Fund, including in the Directions to Trustee.
- c. The Trust Deed requires the Trustee to produce annual reports and report on all distributions made from the Self-Determination Fund and the costs of its administration.
- d. The Trust Deed requires the Trustee to record and periodically report to the Aboriginal Representative Body on the activities of the Self-Determination Fund and the impact of those activities in advancing the purposes of the Self-Determination Fund.
- e. The Trust Deed requires the Trustee to prepare and provide to the Aboriginal Representative Body, for publication, audited financial statements for the Self-Determination Fund for each financial year.
- f. The Aboriginal Representative Body will publish the Governing Documents, and the strategic plan prepared under the Trust Deed, on its website.

11 Conflicts of interest

- a. The Aboriginal Representative Body and the Trustee will each adopt a conflicts policy with respect to the Self-Determination Fund to effectively identify, disclose and manage any actual, potential or perceived conflicts of interest in order to preserve fairness and impartiality in the administration of the Self-Determination Fund, protect the integrity of the Self-Determination Fund and manage risk.
- b. The conflicts policies of the Aboriginal Representative Body and the Trustee will address the management of other competing interests of persons involved in decision-making in order to preserve fairness and impartiality in the administration of the Self-Determination Fund, protect the integrity of the Self-Determination Fund and manage risk.

12 Dispute resolution

- a. The Aboriginal Representative Body will give Directions to Trustee containing a fair and effective dispute resolution process.
- b. The process will provide for the handling of complaints and resolution of disputes arising in connection with the administration of the Self-Determination Fund, including disputes between:
 - i. a potential recipient, applicant or recipient of funds and the Self-Determination Fund; and
 - ii. the Aboriginal Representative Body and the Trustee.
- c. The process will provide for fair, timely and efficient handling of complaints and resolution of disputes through a process that:
 - i. respects First Peoples' cultural values and practices;
 - ii. promotes open and transparent discussions focused on finding common understandings;
 - iii. includes an appeal or review process; and
 - iv. maintains confidentiality of disputes as appropriate.



**FIRST PEOPLES'
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