



Victorian Government
Solicitor's Office

Recognition and Settlement Agreement

under s 4 of the *Traditional Owner Settlement Act 2010* (Vic)

between

The State of Victoria

and

**Barengi Gadjin Land Council Aboriginal Corporation
RNTBC Indigenous Corporation Number 4395**

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Date

2022

The Honourable Jaclyn Symes, MP, Attorney-General for and on behalf of the State of Victoria

(the State)

and

Barengi Gadjin Land Council Aboriginal Corporation RNTBC (ICN 4395)

(the Corporation)

Background

- A. The Corporation and the State are parties to an Indigenous Land Use Agreement and ancillary agreements entered into in 2005 which form the settlement of native title determination applications of the WJJWJ People (**2005 Settlement Package**).
- B. In 2013, the Corporation and the State reviewed the 2005 Settlement Package.
- C. Following their 2013 review of the 2005 Settlement Package, the Parties have negotiated and agreed to enter into this Recognition and Settlement Agreement under the Act as part of the Expanded Settlement Package.
- D. The Agreement Area is the area shown and described in the map and the written description in Schedule 1 and comprises the agreement area of the 2005 Settlement Package, with some parcels of land within the boundaries of that area excluded as identified in the written description in Schedule 1.
- E. The WJJWJ People are the Traditional Owner Group. The WJJWJ People have appointed the Corporation as the Traditional Owner Group Entity to represent them in relation to the Agreement Area for the purposes of the Expanded Settlement Package and the Act.
- F. In accordance with the purposes of the Act, the State and the Corporation have entered into this Agreement:
 - (a) to recognise the WJJWJ People's Traditional Owner Rights and to confer rights as to access to, ownership and management of areas within the Agreement Area; and
 - (b) for the purposes of setting out the Corporation's decision-making rights and other rights that it may exercise in relation to the use and development of land or natural resources in the Agreement Area.

Recognition Statement

"If we follow Bunjil's law and look after the country, then the country will look after us. ...If the Wotjobaluk continue to follow Bunjil then things will go on as the old people would want."¹

Uncle Jack Kennedy, 2003

We, the Wotjobaluk, Jaadwa, Jadawadjali, Wergaia and Jupagulk Peoples have lived in the Wimmera since the beginning of time. Bunjil (Dadjugwil) together with our other creation beings and ancestors, made the land, waterholes, animals and plants. Bunjil entrusted the Bram-Bram Bult brothers with our law. We were given the responsibility to look after our Country and culture, to keep it healthy and strong. Our ancestors cared for the lands and waters of our Country, following Bunjil's law and practicing and protecting traditional lore and culture. Our creation story of Tchingal, the giant emu, lies at the heart of our connection to Country. Our ancestors moved across Country from season to season following the availability of food and attending large gatherings for ceremony and trade.

"Country heals us and connects us to our dreaming stories, to our ancestors and spirits. It is the foundation of our future. If our Country is treated with respect and care, then it will continue to sustain us and provide for us."²

Barringgi Gadyin (renamed by Europeans as the Wimmera River) is our life blood. For our ancestors, it was an essential source of water and provided abundant food. Plants were used for food, medicine and for trade and, together with birds, fish and mammals, sustained us on our Country. Barringgi Gadyin continues to represent for us a spiritual and cultural connection to our ancestors and the descendants of eight identified ancestors:

Pelham Cameron

Albert Coombes

Captain Harrison

Richard Kennedy

Thomas Marks

Archibald Pepper

Augusta Robinson

Arthur Wellington

Country, in this way, remains central to our health and wellbeing. While some of our families have moved off Country, they still maintain a strong cultural connection to it, cherishing and nurturing all aspects of land, water and heritage to preserve the strength and resilience of our Traditional Owner community.

We have always used fire as a tool to manage and look after Country. We have used it as a means of hunting, for gathering edible tubers and roots, and to help with ease of movement through densely vegetated areas.

¹ William John Kennedy (Uncle Jack), cited in Clarke on behalf of the Wotjobaluk, Jaadwa, Jadawadjali, Wergaia and Jupagulk Peoples v State of Victoria [2005] FCA 1795, paragraph 8-9, pp 4-5

² Growing what is good, Country Plan, voices of the Wotjobaluk Nations, 25.

The obtaining, dispossession, and control of our traditional lands, sometimes with extreme violence, were instigated through unjust government policy and, in our view, occurred unlawfully. This brought rapid and devastating changes for our ancestors and the consequences of these acts continue to impact on our people today through intergenerational trauma. Some of our ancestors sought refuge at 'friendly' pastoral runs, where a sense of community was maintained. In 1857, in keeping with Government policies of the times, Ebenezer Mission was established. The site chosen for the mission was our ceremonial ground of Banju-Bunang. Many people of the Wotjobaluk Nations were moved there, and while cultural practices were discouraged, our sense of identity was maintained and the strength of our culture and connection to Country survived.

Following the closure of Ebenezer Mission in 1904, some of our families were moved off Country to other missions and those that stayed lived on and around Barringji Gadyin, moving into the nearby townships of Dimboola, Warracknabeal, Stawell, Horsham, Antwerp and Goyura. Today, many of our families have moved back to Wotjobaluk Country and the Wotjobaluk Nations continue to cherish and nurture all aspects of our land, water and heritage to preserve the strength and resilience of our community.

"Our culture is our identity. It forms the basis of who we are, what we do and how we behave. Our wellbeing depends on our culture being alive and embedded in our community."³

In entering this Agreement the State acknowledges and respects the intrinsic connection between us and our Country. The State recognises the importance of Country as our source of spiritual and physical sustenance.

The State recognises that the arrival of Europeans in Victoria in the 1830s caused a rupture in our spiritual, social, environmental, political and economic order. Our food and water sources and many important cultural sites and places were destroyed or damaged by European land uses. The State recognises that many of our people were massacred as part of the process of European colonisation or died through contact with European diseases, to which they had never previously been exposed. The State acknowledges that the Wotjobaluk Nations never ceded their Sovereignty.

In entering this Agreement the State acknowledges that the policies and practices of successive governments, their agencies, other organisations and individuals substantially obstructed the ability of our people to speak language, to practice and pass on our traditional lore and customs and to access our Country and its resources. The dispossession of our people from our Country has had a devastating impact on our health and wellbeing and has prevented wealth from that Country being passed down through the generations. The State acknowledges that the resources flowing from our Country over the past 200 years have helped make Victoria one of the most prosperous States in Australia. The State acknowledges that our people did not share in this prosperity, including due to the development and implementation of laws over time that prevented our involvement in the management of our traditional lands and resources.

On 13 December 2005, the Federal Court handed down our native title determination, the first positive determination of native title in south-eastern Australia. The determination recognised, by consent of the parties, that our native title continues to exist in parts of the Wimmera and Southern Mallee. The determination was the result of a decade of struggle for formal legal recognition of our relationship to our Country for our current and future generations under contemporary Australian law.

³ Draft Strategic Plan of the Wotjobaluk, Jaadwa, Jadawadjali, Wergaia & Jupagalk Peoples 2016 5.

In acknowledging the significance of the determination, Justice Merkel observed that Aboriginal Peoples in south-eastern Australia “suffered severe and extensive dispossession, degradation and devastation” as a consequence of British settlement.⁴ He further noted that the outcome of the Wotjobaluk claim was “a living example of the principle...that traditional laws and customs are not fixed and unchanging” and that, as a consequence, the foundations of the groups rights to Country had survived.⁵

The 2005 native title determination was accompanied by a package of agreements that included: an Indigenous Land Use Agreement with the State of Victoria; recognition of our close ties to our traditional lands; the transfer of culturally significant land parcels; licensing arrangements for hunting, fishing and gathering; a consultation process for Crown land use; and a Cooperative Management Agreement over areas including parts of the Little Desert and Wyperfield National Parks and Mount Arapiles-Tooan State Park (collectively the 2005 Settlement Agreements). It also included funding for the Barengi Gadjin Land Council Aboriginal Corporation RNTBC (**BGLC**).

In entering this Agreement, the State recognises that: over many generations our people have fought to protect and maintain our special relationship with Country; the native title determination was pursued at a significant emotional cost to our people; and from 2005, a lack of resources has stymied implementation of the 2005 Settlement Agreements and prevented us from enjoying our native title rights to their full extent.

In the face of these many challenges, we continue to assert and exercise our rights to our Country, to actively care for Country and to build on the strength of our community. In 2007, the BGLC was appointed as the Registered Aboriginal Party under the *Aboriginal Heritage Act 2006* (Vic) with responsibility for the protection and management of cultural heritage over much of the 2005 Settlement Agreements area. The 2005 Settlement Agreements, despite the difficulties with implementation, have created opportunities to strengthen relationships and provide input into the management of our Country. In 2013, part of the title to Ebenezer Mission was transferred to the BGLC and work is underway to ensure the remaining title is also transferred. Negotiations towards this Recognition and Settlement Agreement began in 2017, a further step in the journey to strengthen our rights over our Country.

Our culture and community identity remains strong. There is an ongoing commitment to build on the strength of connection to Country and culture, to develop stronger partnerships with key organisations, to engage in joint management of culturally significant parks and reserves, and to seek opportunities for economic development to build a sustainable future for our people.

“We are the custodians of this land and we have a responsibility to our Country and all who live on it. Recognising our traditional rights and respecting our knowledge and cultural obligations is a critical part of moving forward in harmony with the broader community.”⁶

The Wotjobaluk Nations and the State of Victoria have come together in good faith to reach this Recognition and Settlement Agreement, to recognise and give effect to the Traditional Owner rights under the *Traditional Owner Settlement Act 2010*.

⁴ Clarke on behalf of the Wotjobaluk, Jaadwa, Jadawadjali, Wergaia and Jupagulk Peoples v State of Victoria [2005] FCA 1795, paragraph 2, pp.1-2.

⁵ Clarke on behalf of the Wotjobaluk, Jaadwa, Jadawadjali, Wergaia and Jupagulk Peoples v State of Victoria [2005] FCA 1795, paragraph 11, pp.6-7.

⁶ Draft Strategic Plan of the Wotjobaluk, Jaadwa, Jadawadjali, Wergaia & Jupagalk Peoples 2016, 7.

The State has reached this Recognition and Settlement Agreement with the BGLC as the Traditional Owner Group entity appointed by our people to represent us in relation to the area covered by the agreement and for the purposes of and roles under the agreement.

This Recognition and Settlement Agreement builds on our existing native title recognition. It is a significant and respectful further step towards redressing the devastation and destruction that was brought about by the unjust dispossession of our family, country and lifeblood by the colonising Europeans. The agreement marks the beginning of a renewed and enduring relationship between us and the people of Victoria, represented by the State, and based on mutual trust and cooperation, good faith and respect. The agreement will help pave the way for a future for our people that is founded on principles of justice and self-determination. It will provide the means to provide for our economic self-determination and for our culture, traditional practices, and unique relationship to country to be recognised, strengthened, protected and promoted, for us and for all Victorians, now and into the future.

Agreed terms

1. Definitions and Interpretation

1.1 Definitions

In this Agreement, unless the context otherwise requires or a contrary intention appears:

2005 Settlement Package means the settlement described in Background paragraph A which comprises an Indigenous Land Use Agreement registered on the Register of Indigenous Land Use Agreements on 11 November 2005 (VI2004/008) and the following non-native title agreements described in Schedule 3 of that Indigenous Land Use Agreement:

- (a) Access Agreement;
- (b) Licensing Agreement;
- (c) Consultation Agreement;
- (d) Co-operative Management Agreement;
- (e) Contract for the Sale of Land; and
- (f) Funding Agreement.

Aboriginal Title has the same meaning as in s 3 of the Act.

Act means the *Traditional Owner Settlement Act 2010* (Vic).

Adjusted for Inflation means the relevant monetary amount to be paid by the State to the Corporation under this Agreement adjusted on the date that it is to be paid in accordance with the following formula, (provided that the relevant monetary amount must never fall below P):

$$P \times (\text{CPI}_n) / (\text{CPI}_0) = \text{relevant monetary amount}$$

Where:

P = the value of the monetary amount as stipulated in a payment clause under this Agreement;

(CPI_n) = CPI index number (All Groups – Melbourne) published for the quarter immediately preceding the month in which the relevant monetary amount is to be paid;

(CPI_o) = CPI index number (All Groups - Melbourne) published for the quarter immediately preceding the Relevant Date

Relevant Date = means the date from which inflation is required to be calculated in accordance with the relevant payment clause under this Agreement that set out the monetary amounts the State is required to provide to the Corporation.

Agreement means this recognition and settlement agreement including any schedules, annexures, and appendices to this agreement (but excluding the attachments), including the:

- (a) Land Agreement;
- (b) Funding Agreement; and
- (c) Natural Resource Agreement.

Agreement Area means the area shown and described in the map and the written description in Schedule 1. Where there is any inconsistency between the map and the written description, the written description will prevail.

Aquifer has the same meaning as in the Water Act.

Business Day means any of the days from Monday to Friday inclusive, excluding days that are public holidays in Victoria.

Consent Determination means the determination of the native title determination applications of the WJJWJ People by the Federal Court in Clarke on behalf of the Wotjobaluk, Jaadwa, Jadawadjali, Wergaia and Jupagulk Peoples v Victoria [2005] FCA 1795.

Corporation means the Barengi Gadjin Land Council Aboriginal Corporation RNTBC (Indigenous Corporation Number 4395) or any successor entity, being a Traditional Owner Group Entity.

Dispute means a dispute relating to the interpretation or operation of this Agreement.

Ebenezer Mission Goolum Goolum Parcel means the land described as Crown Allotment 16, Section A, Parish of Katylil.

Ebenezer Mission Road Reserve means that part of Ebenezer Mission Road that runs in a north-south direction between:

- (a) Crown Allotment 15A, Section A, Parish of Katylil;
- (b) Lot 1 on TP875320; and
- (c) Crown Allotment 16A, Section A, Parish of Katylil.

Effective Date means the date on which the Natural Resource Agreement is published in the Government Gazette.

Expanded Settlement ILUA means an Indigenous Land Use Agreement to be negotiated by the Parties and the WJJWJ People after the Effective Date for the purpose of section 30(4) of the Act, as contemplated under clause 5.

Expanded Settlement Package means the agreements entered into by the Parties pursuant to the NTA, *Conservation, Forests and Lands Act 1987* (Vic) and TOS Act, being:

- (a) the Expanded Settlement ILUA (subject to clause 5);
- (b) the Traditional Owner Land Management Agreement;
- (c) the Traditional Owner Land Natural Resource Agreement;
- (d) the Participation Agreement; and
- (e) this Agreement.

First Principles Review means the review of the Act framework and policies referred to in clause 12.4.

Funding Agreement means the agreement entered into pursuant to s 7 of the Act and set out in clause 6.

Funds means some or all of the funds referred to in clause 6.2.

GST Act means the *A New Tax System (Goods and Services) Act 1999* (Cth).

Identified Ancestor means:

- (a) the ancestors from whom the WJJWJ Native Title Holders are descended in accordance with the Consent Determination and
- (b) the ancestors of family groups who have met the requirements of paragraph (b) of the definition of 'WJJWJ People' at the date of this Agreement.

Implementation Plan means the plan to be finalised in accordance with clause 10, a draft of which is set out in Schedule 12.

Indigenous Land Use Agreement or **ILUA** means an indigenous land use agreement under the NTA.

Initial Outcomes Review means the review of the outcomes of the agreements that make up the Expanded Settlement Package in accordance with clause 12.2.

Joint Management Plan has the same meaning as in the Traditional Owner Land Management Agreement.

Land Agreement means the agreement entered into pursuant to s 5 of the Act, and set out in clause 4.

Land Use Activity Agreement means the land use activity agreement referred to in clause 5.

Law means:

- (a) common law and equity; and
- (b) Commonwealth, Victorian or local government legislation, regulations, by-laws and other subordinate regulations.

Local Government Engagement Strategy means the strategy set out in Schedule 6.

Minimum Annual Funding Amount has the same meaning as in the Participation Agreement.

Minister means the Minister administering the Act.

Native Title and **Native Title Rights and Interests** have the same meaning as in s 223 of the NTA.

Natural Resource Agreement means the natural resource agreement in Schedule 11 and which forms part of this Agreement.

NTA means the *Native Title Act 1993* (Cth).

Participation Agreement means the agreement substantially in the form set out in Schedule 10 which will be entered into between the Corporation, the State and the Trustee.

Parties means the parties to this Agreement.

Protocol on Acknowledgements and Welcomes to Country means the protocol provided for under clause 3.3.

Public Land has the same meaning as in s 3 of the Act.

Register of Indigenous Land Use Agreements has the same meaning as in s 253 of the NTA.

Registered Aboriginal Party has the same meaning as in the *Aboriginal Heritage Act 2006* (Vic).

Relevant Land Minister has the same meaning as in s 3 of the Act.

State of Victoria or **State** means the Crown in right of Victoria.

State Agency includes all:

- (a) public statutory authorities;
- (b) State owned enterprises; and
- (c) committees of management, where the Secretary of a government department, a public statutory authority or a State owned enterprise is appointed as the committee of management,

but does not include any council (as that term is defined in the *Local Government Act 1989*).

Tax Invoice has the same meaning as in the GST Act.

Traditional Owner Group has the same meaning as in s 3 of the Act and, for the purpose of this Agreement, is the WJJWJ People.

Traditional Owner Group Entity has the same meaning as in s 3 of the Act and, for the purpose of this Agreement, is the Corporation.

Traditional Owner Land Management Agreement or **TOLMA** means the traditional owner land management agreement in Attachment 1 entered into or to be entered into between the Corporation and the State under s 82P of the *Conservation, Forests and Lands Act 1987 (Vic)* and which forms part of the Expanded Settlement Package.

Traditional Owner Land Management Board has the same meaning as in s 3 of the *Conservation, Forests and Lands Act 1987 (Vic)*.

Traditional Owner Land Natural Resource Agreement means the agreement provided at Attachment 2 entered into or to be entered into by the Corporation and the State pursuant to s 81A of the Act and which forms part of the Expanded Settlement Package.

Traditional Owner Rights means the traditional owner rights recognised under clause 3.1.

Trust or **Victorian Traditional Owners Trust** has the same meaning as 'Trust' in the Trust Deed.

Trustee has the same meaning as in the Trust Deed.

Trust Deed means the deed dated 3 October 2011 establishing the Victorian Traditional Owners Trust as amended on 25 September 2018.

Wail Nursery Land means the land described as Crown Allotment 2018 and Crown Allotment 2019, Parish of Wail.

Wail State Forest Land means the land described as Crown Allotment 2020, Parish of Wail.

Water Act means the *Water Act 1989 (Vic)*.

Waterway has the same meaning as in the Water Act.

Wimmera River Heritage Area means the area described as the Wimmera River Heritage Area in Schedule 1 of the *Heritage Rivers Act 1992 (Vic)*.

WJJWJ Native Title Holders means the people determined to hold native title in the Consent Determination.

WJJWJ People means:

- (a) the WJJWJ Native Title Holders; and
- (b) other persons who are the descendants of an ancestor not included under paragraph (a):

- (i) where there is evidence that the ancestor held native title rights and interests in the Agreement Area in accordance with the traditional laws and customs of the WJJWJ People; and
- (ii) who are accepted by other members of the WJJWJ People as belonging to the Agreement Area in accordance with the traditional laws and customs of the WJJWJ People.

The Identified Ancestors as at the date of this Agreement are set out in Schedule 14. The WJJWJ People are the Traditional Owner Group for this Agreement.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) an expression defined in the Act has the same meaning when used in this Agreement;
- (b) a reference to any person includes a reference to that person's personal representatives, successors and transferees (whether by assignment, novation or otherwise pursuant to Law);
- (c) a reference to any group includes a reference to the members of that group from time to time;
- (d) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation or instruments of a legislative character issued under, that legislation or legislative provision;
- (e) the singular includes the plural and vice versa;
- (f) a reference to an individual or person includes a company, corporation, partnership, firm, joint venture, association (whether incorporated or not), body, authority, trust, state or government and vice versa;
- (g) a reference to a part, clause, sub-clause, schedule, or attachment is to a part, clause sub-clause, schedule or attachment of or to this Agreement, unless expressly provided otherwise;
- (h) the Background paragraphs form part of this Agreement;
- (i) a reference to any agreement, arrangement, understanding, document, deed or protocol is to that agreement, arrangement, understanding, document, deed or protocol (and, where applicable, any provisions) as amended, novated, supplemented or replaced from time to time;
- (j) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (k) headings are included for convenience and do not affect the interpretation of this Agreement;
- (l) an agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally;
- (m) the term 'includes' in any form is not a word of limitation; and

- (n) if the date for doing of anything pursuant to the Agreement falls on a day that is not a Business Day, then the thing must be done on the next Business Day.

2. Commencement

- (a) This Agreement commences on the Effective Date, except clauses 4.8(a), 6.2(b), 6.4, 10, 12, 13, 14, 17 and 18, which come into effect on execution of this Agreement by all Parties.
- (b) The State agrees that, for the purpose of bringing about the Effective Date as soon as reasonably practicable, the State will exercise all powers available to it, to do all acts, matters and things and to sign, execute and deliver all documents and instruments which are necessary or reasonably required to have published in the Government Gazette the Natural Resource Agreement.

3. Recognition

3.1 Traditional Owner Rights

The WJJWJ People have the following Traditional Owner Rights in relation to the Public Land in the Agreement Area:

- (a) to enjoy the culture and identity of the WJJWJ People;
- (b) to maintain a distinctive spiritual, material and economic relationship with the land and the natural resources on or depending on the land;
- (c) to access and remain on the land;
- (d) to camp on the land;
- (e) to use and enjoy the land;
- (f) to take natural resources on or depending on the land;
- (g) to conduct cultural and spiritual activities on the land; and
- (h) to protect places and areas of importance on the land,

which are recognised in accordance with s 9 of the Act.

3.2 Notification by the State

- (a) The State will cause a public notice regarding the recognition of the WJJWJ People as the Traditional Owner Group of the Agreement Area to be published.
- (b) The public notice must contain the text set out in Schedule 2.
- (c) The State must publish the notice within three months of the Effective Date in the publications listed in Schedule 2, unless otherwise agreed by the Parties.

- (d) The State will forward a copy of the public notice to the Commonwealth, local government and other entities listed in Schedule 3, unless otherwise agreed by the Parties.
- (e) The State will provide a copy of the Protocol on Acknowledgements and Welcomes to Country to the persons and entities listed in Schedule 3.

3.3 Protocol on acknowledgements and welcomes to country

The Parties will follow the Protocol on Acknowledgements and Welcomes to Country in Schedule 4.

3.4 [Not Used]

3.5 Other recognition measures and acknowledgments

- (a) Water:
 - (i) The State acknowledges the aspirations of the WJJWJ People in relation to the management of and decision-making over waterways in the Agreement Area, including to:
 - (A) manage use of, access to, and extraction of water from the waterways;
 - (B) monitor and manage cultural and environmental flows associated with the waterways;
 - (C) protect and manage access to sites and areas of cultural significance associated with the waterways;
 - (D) be involved in planning and policy decisions relating to the waterways; and
 - (E) undertake natural resource management activities associated with the waterways.
- (b) Biodiversity:
 - (i) the State acknowledges the aspirations of the WJJWJ People to have greater involvement in and influence over all levels of biodiversity strategy and decision-making in the Agreement Area (both indigenous and introduced species), including in relation to authorities to control wildlife under the *Wildlife Act 1975* (Vic) and permits issued under the *Flora and Fauna Guarantee Act 1988* (Vic).
 - (ii) the State agrees to develop and implement, in partnership with the Corporation, strategies, frameworks, measurable targets and policies (which may include proposals to change the Law, if required) to assist the WJJWJ People to meet their aspirations in relation to biodiversity as set out in clause 3.5(b)(i).
 - (iii) the Parties agree that the initial strategies, frameworks, measurable targets and policies will be completed no later than by the commencement of the Initial Outcomes Review.

- (iv) the Parties' progress in meeting the obligation under clause 3.5(b)(ii), including developing and meeting measurable targets, will be subject to review, evaluation and, if necessary, adjustment of approach at the intervals and in accordance with the review mechanisms under clause 12.
- (v) the State agrees that the obligations under this clause 3.5(b) will not be referred to the First Principles Review Committee or any similar entity for the purpose of complying with its obligations under this clause.
- (c) Wimmera River:
 - (i) the State recognises that the WJJWJ People have a special association with Barringgi Gadyin (Wimmera River), which has a central place in WJJWJ culture;
 - (ii) the State commits to write to the water entities specified in Schedule 3 and any other party as reasonably requested by the Corporation, enclosing a statement of the WJJWJ's special association with Barringgi Gadyin.

3.6 Local Government Engagement Strategy

The Parties agree to follow and comply with the Local Government Engagement Strategy.

4. Land

4.1 Land Agreement

This clause 4 constitutes a land agreement as contemplated by s 5 of the Act.

4.2 Grant of estate in fee simple

- (a) Within 18 months of the Effective Date (subject to clauses 4.2(c) to 4.2(e) and any additional time required to complete the process contemplated in clauses 4.2(c) to 4.2(e)), the Corporation will notify the State of the land identified in Schedule 7 it seeks to be granted as an estate in fee simple pursuant to s 14 of the Act. Such notice will include details of whether the Corporation wishes for any such grant to be subject to any of the conditions set out in s 15 of the Act.
- (b) Within a reasonable time of receiving the notification required pursuant to clause 4.2(a), the Minister will take all reasonable steps to recommend to the Governor in Council that an estate in fee simple be granted under s 14 of the Act to the Corporation for the land specified by the Corporation.
- (c) In relation to the Wail Nursery Land:
 - (i) the State will pay for an external consultant to investigate the extent of possible contamination in the land, and will consider and, subject to clause 4.2(c)(iii), implement any recommendations for remediation of the land in the consultant's report;

- (ii) following the State's implementation of any recommendations in the consultant's report under clause 4.2(c)(i) and subject to the Corporation giving the required notice under clause 4.2(a), the State will transfer the fee simple in the Wail Nursery Land to the Corporation; and
 - (iii) if the consultant's assessment under clause 4.2(c)(i) indicates potential remediation costs are in excess of an identified and approved State funding stream, neither Party will be obligated to proceed with a grant of the estate in fee simple in the Wail Nursery Land to the Corporation.
- (d) In relation to the Wail State Forest Land:
 - (i) the State will grant part of the Wail State Forest Land to the Corporation as an estate in fee simple within the plan in Attachment 3 (which will be confirmed by formal assessment and survey but exclude Crown Allotments 2017, 2018 and 2019 which are dealt with separately in this Agreement), or as the Parties may agree in accordance with this clause 4.2(d);
 - (ii) to enable the Corporation to determine any additional area of the Wail State Forest Land it seeks to have transferred to it as an estate in fee simple over and above the area referred to in clause 4.2(d)(i), the grant of the relevant part of the Wail State Forest Land as Aboriginal Title under clause 4.6 will be deferred for a maximum of five years, or until the completion of the Initial Outcomes Review, whichever occurs later;
 - (iii) the State and the Corporation will negotiate in good faith, and if an agreement is reached on any additional area of the Wail State Forest Land in relation to which the Corporation seeks the grant of an estate in fee simple over and above that part of the Wail State Forest Land referred to in clause 4.2(d)(i); and
 - (iv) if the State and the Corporation have reached agreement on any additional area to be granted as an estate in fee simple, the State will transfer the agreed area to the Corporation as an estate in fee simple and will grant the remainder of Wail State Forest (which has not been granted in fee simple) to the Corporation as Aboriginal Title in accordance with clause 4.6.
- (e) In light of the high cultural and historic significance of the Ebenezer Mission site to the WJJWJ People, the State will:
 - (i) use best endeavours to return the Ebenezer Mission Goolum Goolum Parcel to the ownership of the Corporation on behalf of the WJJWJ People; and
 - (ii) support the Corporation's aspiration to be involved in management and protection of the areas surrounding the Ebenezer Mission site where reasonably practicable.

- (f) The Parties agree, in relation to the Ebenezer Mission Road Reserve, that if:
 - (i) the responsible Local Council discontinues Ebenezer Mission Road Reserve in accordance with the *Road Management Act 2004* (Vic) and any other applicable laws, or if the Ebenezer Mission Road Reserve otherwise ceases to be owned or managed by the Local Council and becomes owned and managed by the State; and
 - (ii) the grant of the road reserve to the Corporation as an estate in fee simple is approved by the relevant land Minister;

then the State will take all reasonable steps required to grant an estate in fee simple in the Ebenezer Mission Road Reserve to the Corporation as soon as reasonably practicable after the steps above are completed, ensuring the maintenance of legal access to all adjoining land.

4.3 Other Land Assessment Project

As soon as reasonably practicable after the date of this Agreement:

- (a) the Corporation will undertake a land assessment project to identify the ways in which the Corporation's ownership of the fee simple in any land in the Agreement Area would assist the Corporation to meet its objectives and for the WJJWJ People to meet their needs and aspirations;
- (b) the Corporation will develop a set of criteria for identifying parcels of Public Land in the Agreement Area that it considers would be suitable for transfer to the Corporation as an estate in fee simple;
- (c) the State will provide the Corporation reasonable guidance and support:
 - (i) in the use of spatial data public facing systems to assist the Corporation to locate Crown land in the Agreement Area that meets the criteria developed under clause 4.3(b); and
 - (ii) to assist the Corporation to understand the State's policies that apply to, and requirements that must be met for, the grant of an estate in fee simple over Crown land, to which the Corporation may have regard in developing the criteria contemplated under clause 4.3(b) and for applying such criteria in identifying suitable Crown land;
- (d) where the Corporation, with the State's assistance, identifies any Public Land under this clause 4.3 that meets the Corporation's criteria developed under clause 4.3(b), the Corporation will notify the State of those land parcels for which the Corporation seeks the grant of an estate in fee simple;
- (e) the State will assess whether any land parcels notified to it by the Corporation under clause 4.3(d) are suitable and available for transfer to the Corporation as an estate in fee simple (in accordance with relevant State policies);

- (f) where the State assesses as suitable for grant of an estate in fee simple to the Corporation any or all of the land notified to the State by the Corporation under clause 4.3(d), and provided the Relevant Land Minister consents to the grant, the Parties will negotiate the terms of grant to the Corporation of the estate in fee simple of the relevant land; and
- (g) the Parties will use best endeavours to complete the negotiations referred to in clause 4.2(f) by the commencement of the Initial Outcomes Review, and for the grant of an estate in fee simple to the Corporation of any of the land agreed to be transferred under this clause 4.3 to be made as part of the implementation of any agreed variations to the Expanded Settlement Package arising out of the Initial Outcomes Review, if such grant has not already occurred prior to the Initial Outcomes Review.

4.4 Sisters Rocks

- (a) Subject to the surrender of the land described as Crown Allotment 2, Section G, Parish of Stawell (the site known as 'Sisters Rocks') to the State by Northern Grampians Shire Council, and the grant of any other requisite approvals, the State agrees to transfer of Crown Allotment 2, Section G, Parish of Stawell to the Corporation under the *Land Act 1958* (Vic).
- (b) For the purpose of clause 4.4(a), the Parties agree to use best endeavours to address all requirements and concerns of the Northern Grampians Shire Council that may be required to facilitate the Council's surrender of Crown Allotment 2, Section G, Parish of Stawell to the State.

4.5 Crown Allotment 2017, Parish of Wail

The State will grant the Corporation a right of first refusal to purchase the estate in fee simple in Crown Allotment 2017, Parish of Wail, should it become surplus to State requirements and available for transfer at any time in the future, which right of first refusal will be according to terms set out in the offer and remain open for not less than 12 months.

4.6 Grant of Aboriginal Title

- (a) Pursuant to s 18 of the Act, this Agreement provides for the grant of Aboriginal Title in relation to the land specified in Schedule 9 to the Corporation.
- (b) In relation to the land specified in Schedule 9, the Minister:
 - (i) will recommend to the Governor in Council that an estate in fee simple of Aboriginal Title be granted under s 19 of the Act to the Corporation; and
 - (ii) agrees to take all reasonable steps to obtain any Ministerial consent in the form provided at Schedule 8.
- (c) The proposed grant referred to in clause 4.6(a) is subject to:
 - (i) all the limitations and conditions attaching to the grant provided in Division 4 of Part 3 of the Act; and

- (ii) in accordance with s 12(5) of the Act, the Secretary and the Corporation entering into the Traditional Owner Land Management Agreement before the grant is made.

4.7 Transfer of rights to the State over Aboriginal Title

The Corporation agrees to transfer to the State the right pursuant to s 20 of the Act to occupy, use, control and manage the whole of any land which is the subject of a grant of fee simple of Aboriginal Title pursuant to clause 4.3, subject to the conditions in s 20 of the Act on the State's dealings with such land. This right will be had and enjoyed, and the conditions on dealings complied with, by the State immediately upon the grant of the Aboriginal title without the requirement for any further step on the part of the Corporation or for any separate instrument of transfer.

4.8 Condition of the land

- (a) For the purpose of assisting the Corporation to make the election referred to in clause 4.2(a), the State will, as soon as practicable and within 4 months of the date of this Agreement, provide site condition information to the Corporation:
 - (i) in relation to all of the land identified in Schedule 7;
 - (ii) on a confidential and without prejudice basis;
 - (iii) which contains all information ordinarily required in a statement issued under s 32 of the *Sale of Land Act 1962* (Vic); and
 - (iv) which discloses previous uses of the land known to the State.
- (b) The Corporation will undertake all reasonable due diligence steps (including reviewing the information provided by the State pursuant to clause 4.8(a)) to satisfy itself with regards to the condition of the land identified in Schedule 7 for the purpose of clause 4.2(b).
- (c) The Corporation may request site condition information in addition to that provided by the State pursuant to clause 4.2(a). The State will consider any such request and respond as soon as possible confirming that the requested information is or is not available and, if available, when it may be provided.
- (d) From the date that a grant of an estate in fee simple over any of the land referred to in clause 4.2 is made, the Corporation releases and discharges the State from and against all claims, suits, demands and actions of every description whatsoever and whenever occurring which the Corporation has, may have or which may accrue in the future or which, but for this Agreement, the Corporation would or might have against the State as a result of the previous use of the land and from and against all claims for costs and expenses in respect of such claims, suits, demands and actions.
- (e) From the date that a grant of an estate in fee simple over any of the land referred to in clause 4.2 is made, the Corporation indemnifies and holds harmless the State against all loss, damage, liability, claims, suits, demands, financial penalties and actions of every description whatsoever and whenever occurring resulting or arising from the previous use of the

land and from and against all claims for costs and expenses in respect of such loss, damage, liability, claims, suits, demands and actions.

- (f) The State warrants that any information provided pursuant to clause 4.8(a) is accurate to the best of its knowledge.

4.9 Land Agreement component of Initial Outcomes Review

- (a) The State acknowledges the aspiration of the WJJWJ People to own in Aboriginal Title and jointly manage all current and new parks and reserves in the Agreement Area created and managed pursuant to the *National Parks Act (Vic)*, the *Crown Land (Reserves) Act 1978 (Vic)* and the *Forests Act 1958 (Vic)*.
- (b) As part of the Initial Outcomes Review, the Parties agree that the review will consider, but not be limited to:
 - (i) the suitability for transfer under Aboriginal Title of priority parks and reserves nominated by the Corporation at the time of the Initial Outcomes Review (in addition to the land to be transferred in accordance with clause 4.3, as specified in Schedule 9);
 - (ii) the operation and overall performance of the Traditional Owner Land Management Board against performance indicators that may be agreed between the Parties;
 - (iii) the capacity of the Traditional Owner Land Management Board to manage an increase in the geographical coverage of Aboriginal Title;
 - (iv) whether further employment positions associated with joint management are warranted; and
 - (v) an assessment of the State's available funding associated with joint management.
- (c) In relation to the Wimmera River Heritage Area:
 - (i) the State will finalise the Aboriginal Title assessment for Wimmera River Heritage Area as soon as reasonably practicable after the Effective Date and before the Initial Outcomes Review;
 - (ii) once the Aboriginal Title assessment for the Wimmera River Heritage Area has been completed, if all or any part of that area has been assessed as suitable for transfer to the Corporation as Aboriginal Title, the State will consult with the Corporation about the steps and requirements for the transfer to the Corporation of all or any such areas;
 - (iii) the Parties acknowledge the State's agreement to the grant of Aboriginal Title over any part of the Wimmera River Heritage Area is subject to confirmed funding and relevant Ministerial approval.

4.10 Letter of support

In relation to any land owned in fee simple by the Corporation, and upon the reasonable request of the Corporation, the State will provide a letter of support in relation to any application by the Corporation for any of the following:

- (a) an exemption from local government rates; and
- (b) government funding for land management or similar purposes.

5. Future Land Use Activity Agreement and Expanded Settlement ILUA

- (a) The Parties agree to continue negotiations in good faith to finalise the terms of a Land Use Activity Agreement under section 6 of the Act and the Expanded Settlement ILUA as soon as reasonably practicable after the Effective Date. The Parties will use best endeavours to agree the terms of the Land Use Activity Agreement no later than 12 months after the Effective Date.
- (b) The agreements referred to in clause 5(a) will become part of the Expanded Settlement Package to take effect on the later of:
 - (i) the date of registration of the Expanded Settlement ILUA on the Register of Indigenous Land Use Agreements; or
 - (ii) the date that notice of the registration of the Land Use Activity Agreement is published in the Government Gazette.

6. Funding

6.1 Funding Agreement

This clause 6 constitutes a funding agreement as contemplated by s 7 of the Act.

6.2 Payment of the Funds

- (a) In accordance with s 78(1) of the Act, the Funds provided for in this clause 6.2 are for the purpose of giving effect to this Agreement.

One-off initial payment

- (b) Following execution of this Agreement and within 30 days of receiving a Tax Invoice from the Corporation, the State will pay [REDACTED] to the Corporation

Monies on trust

- (c) Subject to clause 6.3 the State will pay to the Victorian Traditional Owners Trust, to be held by the Trustee on trust for and on behalf of the WJJWJ People and to be distributed in accordance with the Participation Agreement:

[REDACTED]

[REDACTED]

[REDACTED]

Note: the amounts set out in this clause 6.2(c) are inclusive of an allowance at a rate of 2.28% in lieu of inflation adjustments.

Funding to support the Corporation

- (d) The State will pay an amount of [REDACTED] to the Corporation, as soon as practicable after each of:
 - (i) the Effective Date; and
 - (ii) each anniversary of the Effective Date for four years thereafter,

and, in each case, within 30 days of receiving a Tax Invoice from the Corporation, to be used to support the Corporation to implement the Expanded Settlement Package.

- (e) Under a funding agreement to be agreed by the Parties as soon as reasonably practicable after commencement of this Agreement, the State will grant to the Corporation a total of [REDACTED] for the purpose of business development support for a three-year period commencing after the Effective Date.

Funding to support Natural Resource Agreement from the Effective Date

- (f) The State will pay the Corporation the amounts set out in the table below on the dates specified to support the WJJWJ People in the take and use of natural resources within the Agreement Area under and in accordance with the Natural Resource Agreement:

| Date | Amount |
|--|------------|
| Effective Date | [REDACTED] |
| First anniversary of the Effective Date | [REDACTED] |
| Second anniversary of the Effective Date | [REDACTED] |
| Third anniversary of the Effective Date | [REDACTED] |
| Fourth anniversary of the Effective Date | [REDACTED] |

Note: the amounts set out in this clause 6.2(f) are inclusive of an allowance at a rate of 2.28% in lieu of inflation adjustments.

- (g) The State will pay the Corporation the amounts set out in the table below on the dates specified to enable the WJJWJ People to participate in the management of natural resources within the Agreement Area under and in accordance with the Natural Resource Agreement.

| Date | Amount |
|--|----------|
| Effective Date | ████████ |
| First anniversary of the Effective Date | ████████ |
| Second anniversary of the Effective Date | ████████ |
| Third anniversary of the Effective Date | ████████ |
| Fourth anniversary of the Effective Date | ████████ |

Note: the amounts set out in this table are inclusive of an allowance at a rate of 2.28% in lieu of inflation adjustments.

- (h) On the fifth anniversary of the Effective Date and on each anniversary thereafter for the duration of this Agreement, the State will pay the Corporation:

(██████████) to support the WJJWJ People in the take and use of natural resources within the Agreement Area (on and from the fifth anniversary of the Effective Date the annual payment must be Adjusted for Inflation and for the purposes of the adjustment the Relevant Date is the fourth anniversary of the Effective Date); and

- (ii) (██████████) to enable the WJJWJ People to participate in the management of natural resources within the Agreement Area. (on and from the fifth anniversary of the Effective Date the annual payment must be Adjusted for Inflation and for the purposes of the adjustment the Relevant Date is the fourth anniversary of the Effective Date)

Note: The initial amounts of (██████████) and (██████████) set out in this clause 6.2(h) payable on the fourth anniversary of the Effective Date are inclusive of an allowance at the rate of 2.28% in lieu of inflation adjustment. Thereafter the payment amounts must be Adjusted for Inflation on and from the fifth anniversary of the Effective Date.

6.3 Participation Agreement

- (a) The State will not commence payment of the Funds specified in clause 6.2(c) until after:

- (i) the Effective Date;
- (ii) it has received from the Corporation an executed counterpart of the Participation Agreement; and
- (iii) it has received from the Trustee a Tax Invoice for the payment of the Funds (if required under the GST Act).

- (b) The State will pay the Funds specified in clause 6.2(b) within 30 Business Days of the conditions specified in clause 6.3(a) being met. The State and the Corporation agree that the Minimum Annual Funding Amount to be

specified in Schedule 2 of the Participation Agreement is [REDACTED] per annum in accordance with the Trust Deed.

- (c) The State must do all things necessary to enable the Corporation to comply with clause 6.3(a)(ii).

6.4 Overdue payments

- (a) The State will, on demand by the Corporation, pay simple interest on a daily basis on any overdue amount under clause 6 at the rate for the time being fixed under s 2 of the *Penalty Interest Rates Act 1983 (Vic)*.
- (b) For the purposes of clause 6.4(a), “overdue amount” means an amount (or part thereof) that is not, or is no longer, disputed in accordance with this Agreement:
 - (i) that is due and owing under a Tax Invoice properly rendered by the Corporation in accordance with the relevant part of this clause 6;
 - (ii) which has been outstanding for more than thirty Business Days from the date of receipt of the correctly rendered invoice or the date that the amount ceased to be disputed, as the case may be.

7. Natural Resource Agreement

The Natural Resource Agreement is set out in Schedule 11.

8. Joint management of Aboriginal Title land

8.1 Joint management funding

The State agrees to provide funding in relation to employment, as set out in clause 8.2, and other costs associated with delivering works on the Aboriginal Title land, in the following amounts:

- (a) up to a maximum of [REDACTED] for the period up until the fourth anniversary of the Effective Date; and
- (b) from the fourth anniversary of the Effective Date [REDACTED] per annum, (Adjusted for Inflation from the 2020-2021 financial year) for the duration of the Traditional Owner Land Management Agreement.

8.2 Employment

- (a) The State supports joint management of Aboriginal Title land and will fund employment of rangers or equivalent positions by the State, a State Agency or the Corporation in accordance with the requirements of this clause 8.2.
- (b) If it has not already done so prior to the Effective Date, the Corporation will notify the State as soon as reasonably practicable after the Effective Date:
 - (i) whether the Corporation will be the employer of the employees referred to in this clause 8.2; and

- (ii) the number of rangers (or equivalent) to be employed, subject to the limitations of funds available pursuant to clause 8.1 and the requirements of any Joint Management Plan developed in accordance with the TOLMA.
- (c) The people employed in the positions referred to in this clause 8.2 must be engaged in work concerning the management of the Aboriginal Title land referred to in clause 4.3.
- (d) If a person is employed under clause 8.2(a) by a State Agency, the State Agency will determine the salary and other terms and conditions of employment for the position.
- (e) If a person is employed under clause 8.2(a) by the Corporation, it is a condition precedent to the Corporation receiving any funding for the employment of that person that the Corporation enters into a funding agreement with the State, which will specify the amount of funding to be provided to the Corporation and other terms and conditions upon which the funding will be provided. Such funding, terms and conditions will be consistent with this Agreement.

9. Economic development opportunities

9.1 Commercial salt harvesting licence

- (a) The State will grant to the Corporation a commercial salt harvesting licence under the *Crown Land Reserves Act 1978 (Vic)* over Loch Lel (Pink Lake) Lake Reserve (being the land described as Crown Allotment 60A, Parish of Gerang Gerung as soon as reasonably practicable following the expiry of the existing licence held by Mount Zero Olives and Enterprises Pty Ltd and with terms and conditions to be negotiated between the Corporation and Parks Victoria, which will be no less favourable than the terms and conditions of the existing licence.
- (b) Unless the Corporation agrees otherwise, the State will not issue to any person or entity other than the Corporation, in relation to Loch Lel (Pink Lake) Lake Reserve (Crown Allotment 60A on PP2648, Parish of Gerang Gerung), any:
 - (i) commercial salt harvesting licences; or
 - (ii) licences or other interests that would conflict with the Corporation's use of the area under the licence to be granted in accordance with this clause 9.1,

while the Corporation holds such salt harvesting licence over the area, unless such other interest will not unreasonably interfere with the Corporation's activities under the licence.

9.2 Economic development and the initial outcomes review

As part of the Initial Outcomes Review, the Parties agree that the review will consider, but not be limited to, access by the Corporation, its subsidiaries and WJJWJ People to State and Commonwealth programs that relate to economic development in the Agreement Area or to Indigenous economic development,

including future opportunities to align WJJWJ People's aspirations and investments with State and Commonwealth priorities, investments and approval processes.

9.3 Consideration and State to deliver benefits under the Expanded Settlement Package

- (a) In consideration for the Corporation entering into the Expanded Settlement Package, the State has agreed to give effect to the benefits to the Corporation under the Expanded Settlement Package.
- (b) In consideration for the State entering into the Expanded Settlement Package, the Corporation has agreed to the terms of the Expanded Settlement Package.
- (c) The Parties agree to exercise all powers available to them, do all acts, matters and things and sign, execute and deliver all documents and instruments which are necessary or reasonably required to give full force and effect to the provisions of the Expanded Settlement Package and will perform the obligations referred to in those agreements in accordance with the terms of those agreements.

10. 2005 Settlement Package

The Parties agree that in consideration of entry into the Expanded Settlement Package:

- (a) the Access Agreement forming part of the 2005 Settlement Package (an agreement setting out how the Native Title Rights and Interests of the WJJWJ People co-exist with the rights and interests of the other parties) is:
 - (i) terminated as between the State and the Corporation from the date contemplated under clause 5(b); or
 - (ii) to the extent the termination of the Access Agreement under clause 10(a)(i) is not legally effective, the State and the Corporation agree that:
 - (A) while the Expanded Settlement ILUA is in effect, the State and the Corporation will not seek to enforce their rights against each other or to require the other Party to comply with its obligations under the Access Agreement, and the Parties will cooperate to jointly address and respond to the issues that may arise where any other party to the Access Agreement seeks to enforce their rights under that agreement;
 - (B) to the extent of any inconsistency between the Access Agreement and the Expanded Settlement Package, the Expanded Settlement Package is to prevail; and
 - (C) the Access Agreement does not limit in any way the rights of WJJWJ People to exercise their rights in accordance with the Natural Resource Agreement.
- (b) each of the following agreements forming part of the 2005 Settlement Package is terminated from the Effective Date:

- (i) the Licensing Agreement (an agreement setting out flexible approval arrangements for the WJJWJ People to hunt, fish, gather and camp on an individual or group basis, and for the Corporation to arrange cultural events on behalf of the WJJWJ People); and
- (ii) the Co-operative Management Agreement (an agreement to facilitate active involvement of WJJWJ People in decisions about the management of Crown land, the development of mutual recognition and trust between the WJJWJ People and the State, and for the identification and promotion of employment, training and economic development opportunities for the WJJWJ People),

which have been replaced by the Expanded Settlement Package suite of agreements.

11. Implementation Plan

The Parties will, within four months of execution of this Agreement, finalise the Implementation Plan for the Expanded Settlement Package, a draft of which is set out in Schedule 12.

12. Review

12.1 Implementation review

Within 18 months of the Effective Date, the Parties will conduct a review of the implementation of the agreements comprising the Expanded Settlement Package for the purpose of identifying any matters which remain to be completed for the relevant period and use reasonable endeavours to complete the outstanding items set out in the Implementation Plan.

12.2 Initial Outcomes Review

- (a) Within five years of the Effective Date, or as otherwise agreed by the Parties, the Parties will commission a review of the outcomes of the Expanded Settlement Package by a suitably qualified reviewer to be appointed by, and on terms agreed by, the Parties.
- (b) The Initial Outcomes Review referred to in clause 12.2(a) will consider any issues raised by the Parties, persons or entities consulted during the review and make recommendations as to remedial action required or other action to be taken to address to such issues.
- (c) The Parties must engage in good faith negotiations arising from the Initial Outcomes Review in relation to changes that might be made to the Expanded Settlement Package or ancillary matters related to the agreements.
- (d) The reasonable costs of the Initial Outcomes Review will be met by the State.

12.3 Periodic outcomes review

- (a) Within five years of the completion of the Initial Outcomes Review, the Parties will jointly review, or commission the review by a suitably qualified reviewer to be appointed by, and on terms agreed by, the Parties, of the outcomes of the Expanded Settlement Package.
- (b) The Parties will, after the first periodic outcomes review, jointly review the Expanded Settlement Package at agreed intervals.
- (c) If the Parties do not agree on a review date in accordance with clause 12.3(b), then either Party may call for a review after five years has lapsed since the previous periodic outcomes review.
- (d) The Parties may at any time by agreement jointly conduct or commission a periodic outcomes review.
- (e) During each periodic outcomes review, the Parties agree to engage in good faith negotiations in relation to any changes that might be made to the Expanded Settlement Package or ancillary matters related to the agreements.
- (f) The reasonable costs of the periodic outcomes reviews will be met by the State.

12.4 Commitments to future actions

- (a) The State agrees to fund an independent review of the financial elements of the Expanded Settlement Agreement, with terms of reference and costs to be jointly agreed by the Parties.
- (b) The Initial Outcomes Review will consider the five specific matters referred to the First Principles Review committee by the WJJWJ People, should the First Principles Review not resolve them. The matters are:
 - (i) exemption of Traditional Owner Group Entities from being liable to pay land tax and stamp duty on properties they own;
 - (ii) revenue sharing between local councils and Traditional Owner Group Entities;
 - (iii) whether the financial components of settlement agreements are adequate in light of principles established by the High Court in *Northern Territory v Mr A Griffiths (deceased) and Lorraine Jones on behalf of the Ngaliwurru and Nungali Peoples* [2019] HCA 7;
 - (iv) inclusion of timber, gold, silver, metals and mineral operations in the definition of 'natural resources' for the purpose of the Natural Resource Agreement; and
 - (v) the ability for Traditional Owner Group Entities to act as the Traditional Owner Land Management Board for relevant jointly managed lands.

- (c) The State agrees to incorporate into the Expanded Settlement Package beneficial changes made to the State's policies and approaches to settlements under the Act as a result of the First Principles Review, that are adopted by the Corporation and the WJJWJ People.
- (d) Prior to commencement of the Initial Outcomes Review, the Parties agree to take the steps reasonably required to vary the Expanded Settlement ILUA or enter into and have registered a new Indigenous Land Use Agreement to include Public Land within that part of the Corporation's Registered Aboriginal Party area that falls outside the area covered by the Indigenous Land Use Agreement that forms part of the 2005 Settlement Package for the purpose of extending the Expanded Settlement Package to such areas.
- (e) If the Eastern Maar native title determination application (VID21/2019) under the NTA is:
 - (i) withdrawn;
 - (ii) dismissed; or
 - (iii) subject to a determination that native title does not exist,

over the area covered by the Indigenous Land Use Agreement that forms part of the 2005 Settlement Package, as soon as reasonably practicable after such claim is withdrawn, dismissed or negatively determined, the Parties agree to take the steps reasonably required to draft or amend (as applicable) the Expanded Settlement ILUA or enter into and have registered a new Indigenous Land Use Agreement for the purpose of extending the Expanded Settlement Package to such area.

13. Notice of Breach

- (a) If, in the reasonable opinion of a Party (in this clause 13, 'first party'), another Party has breached a condition of this Agreement (in this clause 13, 'other party'), the first party may serve a notice in writing on that other party (in this clause 13, 'notice').
- (b) A notice must specify the nature of the breach and nominate a reasonable period within which the other party must rectify the breach.
- (c) If the breach is not remedied in accordance with the notice, the first party may refer the matter for resolution in accordance with clause 14.

14. Dispute resolution

14.1 Parties must follow Dispute resolution procedure

- (a) If a Dispute arises between the Parties, the Parties agree to attempt to resolve the Dispute pursuant to this clause 14 before commencing any proceedings in relation to the Dispute in any court or tribunal.
- (b) This clause 14 does not prevent a Party from seeking interlocutory injunctive relief.
- (c) The provisions of this clause 14 do not apply to any review of the Expanded Settlement Package pursuant to clause 12.

14.2 Notice of Dispute

- (a) If a Dispute arises between the Parties, the Party who alleges the existence of the Dispute must, by notice in writing to the other Party, refer the Dispute to a dispute resolution panel constituted in accordance with clause 14.2(b). The notice must adequately identify, and provide details of, the Dispute.
- (b) The dispute resolution panel must consist of:
 - (i) two persons nominated by the State; and
 - (ii) two persons nominated by the Corporation.

14.3 Meeting of the panel

If a Dispute is referred to the dispute resolution panel under clause 14.2(a), the panel must meet with a view to resolving the Dispute within 10 Business Days of service of the notice of Dispute, or such other time as the Parties agree.

14.4 Mediation

- (a) If the dispute resolution panel does not resolve the Dispute within 10 Business Days of its first meeting pursuant to clause 14.3 or within such other time as the Parties agree, a Party may refer the matter to mediation by giving notice in writing to the other Party.
- (b) If the matter is referred to mediation, the Parties will jointly appoint an appropriately qualified mediator, which may be from the Federal Court of Australia's List of Native Title Mediators.
- (c) If the Parties do not agree on a mediator pursuant to clause 14.4(b), the Parties agree to jointly request the Chairperson of the Victorian Bar Council to appoint an appropriately qualified mediator.
- (d) The Parties must cooperate fully with the mediator and use their best endeavours to reach agreement within a reasonable time.
- (e) Where the Dispute relates to an issue which by its nature is likely to arise with respect to other Traditional Owner Groups in the State of Victoria, the State must pay the mediator's reasonable fees and expenses. Otherwise, the Parties must pay an equal share of the mediator's reasonable fees and expenses, unless they agree otherwise.

14.5 Agreement continues

The Parties will continue to perform and observe their respective obligations under this Agreement pending resolution of a Dispute under this clause 14, except those obligations to which the Dispute relates and are not reasonably able to be performed while the Dispute is being resolved.

15. Variation

- (a) This Agreement may only be varied by the Parties by mutual agreement in writing.

- (b) Without derogating from clause 15(a), the Parties may vary any deadlines in this Agreement by a written exchange.

16. Agreement to bind the Corporation's successors

The Corporation will do all things that the State reasonably requires it to do to ensure that any corporation that succeeds the Corporation and is appointed by the WJJWJ People as the Traditional Owner Group Entity becomes bound by and has the benefit of this Agreement.

17. State's Obligations Conditional

The performance of the State's obligations under this Agreement is conditional on the Corporation being the Traditional Owner Group Entity at the relevant time for the purpose of any particular obligation.

18. GST

- (a) Terms used in this clause 18 have the same meanings given to them in the GST Act.
- (b) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with this Agreement are exclusive of GST.
- (c) If GST is imposed on any supply made under or in accordance with this Agreement, the State must pay to the supplier (being either the Corporation or the Victorian Traditional Owners Trust, as applicable) an amount equal to the GST payable on or for the taxable supply subject to the State receiving a valid Tax Invoice in respect of the supply at or before the time of payment. Payment of the GST amount will be made at the same time as payment for the taxable supply is required to be made.

19. General

19.1 Communications

- (a) The Parties will send any correspondence or notices in connection with this Agreement to the relevant Party's representative specified in Schedule 13.
- (b) A Party may change its contact details from time to time by notice in writing to the other Party.
- (c) Any correspondence or notices in connection with this Agreement will be taken to be delivered or served as follows:
 - (i) in the case of delivery in person or by courier, when delivered;
 - (ii) in the case of delivery by post, three Business Days after the date of posting; and
 - (iii) in the case of electronic mail, if the message is correctly addressed to and successfully transmitted to that party's electronic mail address (e-mail address), when acknowledgment of receipt is recorded on the sender's computer.

19.2 Entire understanding

- (a) The Expanded Settlement Package and the 2005 Settlement Package contain the entire understanding between the Parties as to the subject matter of those agreements.
- (b) Other than the 2005 Settlement Package (and the agreements referred to therein), there are no other representations, warranties, explanations, arrangements or understandings, (whether written or oral, express or implied, or before or after the signing of this Agreement) between the Parties which qualify or supplement the written terms of the Expanded Settlement Package.

19.3 Counterparts

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

19.4 Governing Law

- (a) This Agreement is governed by Law.
- (b) The Parties irrevocably and unconditionally submit to the jurisdiction of the courts of the State of Victoria and any courts that may hear appeals from those courts and waive any right to object to proceedings being brought in those courts.

19.5 Compliance with Laws

Each Party must, in performing its obligations under this Agreement, comply with the Law.

19.6 Time to act

If the time for a Party to do something is not specified in this Agreement, the Party will do what is required within a reasonable time.

19.7 Severability

Any part, clause, sub-clause, paragraph or sub-paragraph of this Agreement which is invalid or unenforceable will be read down, if possible, to be valid and enforceable. Where that part, clause, sub-clause, paragraph or sub-paragraph cannot be read down it will be severed without affecting the remaining parts of this Agreement.

Signing page

Executed **as an agreement**

Signed by the Honourable Jaclyn Symes MP, Attorney General for and on behalf of the State of Victoria in the presence of:



Signature of witness

I confirm that all of the requirements of section 12 of the *Electronic Transactions (Victoria) Act 2000* have been met.

Ken Macpherson

Name of witness (*please print*)

25/10/2022

Date:



Jaclyn Symes

Executed by **Barengi Gadjin Land Council Aboriginal Corporation RNTBC (ICN 4395)** in accordance with section 99-5 of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth)

Signature of director

Name of director (*printed*)

Date:

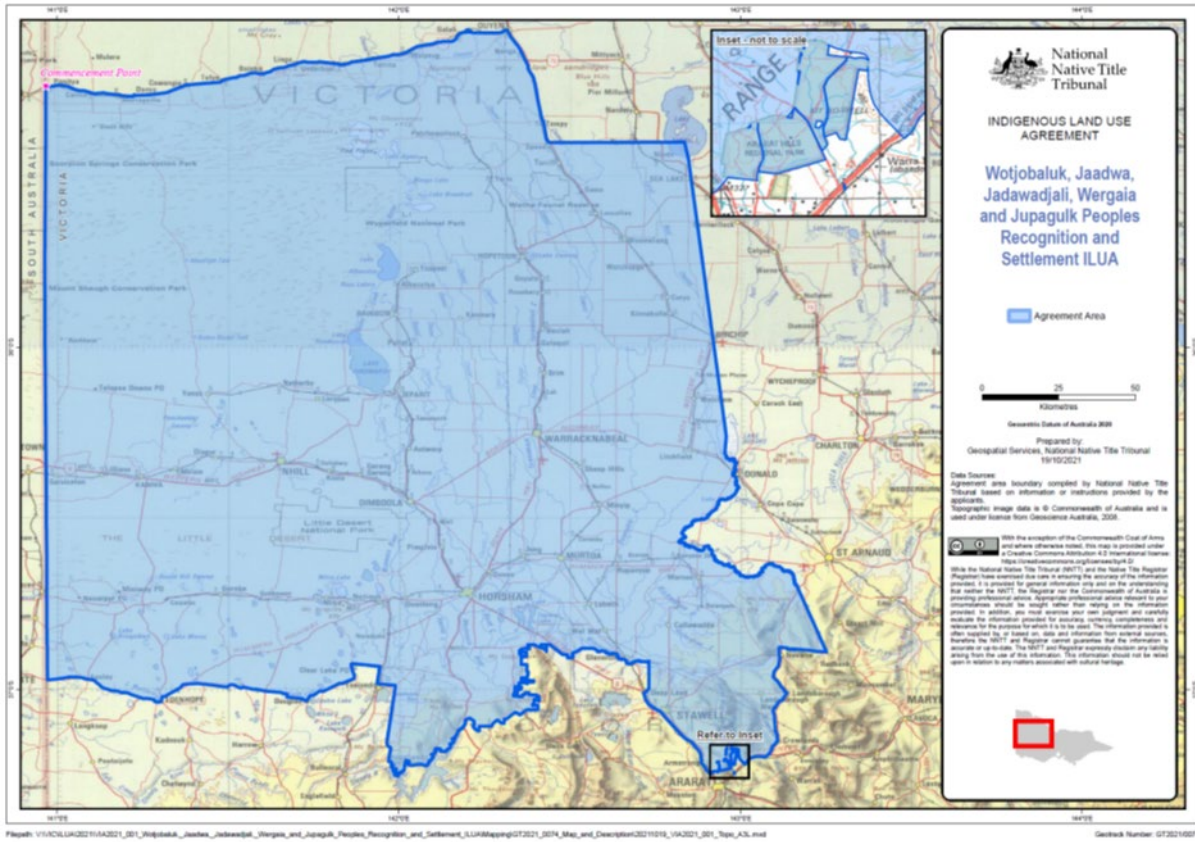
Signature of director

Name of director (*printed*)

Date:

Schedule 1 Agreement Area (Clause 1.1)

Map



External boundary description

Wotjobaluk, Jaadwa, Jadawadjali, Wergaia and Jupagulk Peoples Recognition and Settlement ILUA

External boundary description

The agreement area covers all the land and waters within the external boundary described as:

Commencing at the intersection of the Victoria – South Australia state border and the southern boundary of the Mallee Highway road reserve and extending generally easterly along the southern boundary of that road reserve until the prolongation southerly of the western boundary of Standard Parcel Identifier (SPI) 13A\PP3590; then northerly along that prolongation and generally north westerly, north easterly, and southerly along the boundaries of that parcel and onwards to the southern boundary of again the Mallee Highway road reserve; then generally easterly along the boundary of that road reserve to intersect with the prolongation southerly of the western boundary of SPI 13B\PP3590; then northerly along that prolongation and northerly, easterly and southerly along the boundary of that parcel and onwards to the southern boundary of again the Mallee Highway road reserve; then generally easterly along that road reserve to the western boundary of the Calder Highway road reserve; then generally south easterly along the western boundary of that reserve and the western boundary of the Sunraysia Highway road reserve to the prolongation westerly of the southern boundary of Goudie Street road reserve in the locality of Speed; then easterly along that prolongation to and generally easterly along the southern boundary of that road reserve, Patchewollock – Sea Lake Road reserve and the Speed Estate School Road reserve to the north western corner of

SPI 44\PP2195; then easterly to a point within Lake Tyrell Wildlife Reserve at Longitude 142.835829° East, Latitude 35.399998° South; then generally southerly passing through Longitude 142.847768° East, Latitude 35.448220° South to a point within Lake Buloke Wildlife Reserve at Longitude 142.958427° East, Latitude 36.259114° South, also being the north-western corner of the VI2013/002 Dja Wurrung Settlement Agreement ILUA; then southerly along the western boundary of that ILUA to a point about 300m south of the southern shoreline of Lake Buloke on the centreline of the Richardson River at Longitude 142.954160° East; then generally south easterly, generally southerly and generally south westerly along the centreline of that river to the Avon River; then generally south easterly along the centreline of that river to Latitude 36.695422° South; then south easterly to the southern boundary of the Parish of Boola Boloke at Longitude 143.251905° East; then generally westerly along the southern boundaries of that parish and the Parish of Winjallok to the western boundary of the Ararat – St Arnaud Road reserve; then generally southerly along the western boundaries of that road reserve to the Pyrenees Highway road reserve; then generally south westerly along the southern boundaries of that road reserve to the Western Highway road reserve; then generally north westerly along the southern boundaries of that road reserve (following the Old Western Highway / Military Bypass Road between Garden Gully Road and Kimbarra Road) to Cross Street, northwest of Stawell; then generally north easterly to and along the eastern and northern boundaries of that road reserve to the south eastern corner of the Parish of Gampola; then generally northerly and generally westerly along boundaries of that parish to the northern boundary of the Parish of Ledcourt; then generally westerly and generally south westerly along boundaries of that parish to the southern boundary of SPI 2004\PP3768; then generally north westerly along the southern boundaries of that parcel and SPI 4D\PP3768, southern and western boundaries of SPI 4A\PP3768 to a northern boundary of the Parish of Warung; then westerly along that parish boundary to the western boundary of the Western Highway road reserve; then generally north westerly along the western boundaries of that road reserve to the north eastern corner of SPI 66A\PP2695, being a boundary of the Grampians National Park; then generally westerly, generally southerly and generally south westerly along boundaries of that national park to the northern bank of the Glenelg River; then generally north westerly and generally south westerly along the northern banks of that river to the northern boundary of SPI 23C\PP2122; then generally westerly and generally south westerly along the northern boundary of that parcel, northern and western boundaries of SPI 67C\PP2479, northern boundary of SPI 1\TP880165, western boundaries of SPI 21D\PP3670 and SPI 2\TP880165 to an eastern boundary of SPI 2010\PP3670; then south westerly along the eastern boundary of that parcel to the northernmost corner of SPI 11D\PP3670; then westerly to the easternmost corner of SPI 9A\PP3670; then generally north westerly along the northern boundaries of that parcel and SPI 21D\PP3670 to the northernmost north eastern corner of SPI 1\TP374977; then generally south westerly along the eastern boundaries of that parcel and, SPI 2009\PP3670, western boundaries of SPI 2\TP879904 and again 21D\PP3670 to a northern boundary of SPI 24\PP3670; then generally westerly along the northern boundaries of that parcel and SPI 20\PP3670 to the prolongation southerly of the eastern boundary of SPI 19\PP3670; then northerly along that prolongation, again northerly, generally westerly and southerly along the boundary of that parcel and onwards to the north eastern corner of SPI 49A\PP3976; then southerly, generally south westerly and generally north westerly along the eastern boundary of that parcel to the eastern most point of SPI 2\TP879893; then generally north westerly and north easterly along the boundary of that parcel to the northernmost corner of SPI 50A\PP3976; then north easterly to the southernmost south western corner of the central severance of SPI 1\TP879893, being a point on the western boundary of again SPI 49A\PP3976; then generally south easterly and generally north westerly along the boundary of that parcel to the northernmost north western corner of the northern severance of again SPI

1\TP879893, being a point on an eastern boundary of SPI 50B\PP3976; then generally north westerly and generally north easterly along the boundary of that parcel to the western boundary of SPI 49B\PP3976; then generally north easterly, generally south westerly and northerly along the westernmost boundary of that parcel and onwards along the prolongation northerly of that boundary to a southern boundary of SPI 30\PP3976; then westerly and northerly along the boundary of that parcel and onwards to the south western corner of SPI 1\PS422154, being an eastern boundary of Silcocks Road reserve; then generally northerly along the eastern boundaries of that road reserve and the Telangatuk East – Rocklands Road reserve to the south eastern corner of the parish of Telangatuk; then generally northerly along the eastern boundary of that parish, northerly and westerly along the eastern and northern boundaries of the parish of Toolondo to the western boundary of the Natimuk – Hamilton Road reserve; then generally northerly along the western boundary of that road reserve to the easternmost corner of SPI 1\TP413265; then northerly to the southernmost corner of SPI 80F\PP2343; then generally northerly along the eastern boundary of that parcel and onwards to a northern boundary of the Jallumba – Mockinya Road reserve; then generally westerly along the northern boundaries of that road reserve and the Jallumba – Clear Lake Road reserve, and the northern boundary of SPI 1A\PP2343 to the eastern boundary of the Harrow – Clear Lake Road reserve; then generally southerly and generally south westerly along the eastern boundary of that road reserve to the prolongation south easterly of the southern boundary of the Wombelano Road reserve; then generally north westerly and generally westerly to and along the southern boundaries of that road reserve and the Charam – Wombelano Road reserve to the south eastern boundary of the Wimmera Highway road reserve; then generally south westerly and generally north westerly along the eastern and southern boundaries of that road reserve to the prolongation southerly of the eastern boundary of SPI 72D\PP3233; then northerly, westerly and south westerly to and along boundaries of that parcel, and onwards again to the southern boundary of the Wimmera Highway road reserve; then generally north westerly and generally westerly again along the southern boundary of that road reserve to the Victoria / South Australia State border; then northerly along that State border back to the commencement point.

The agreement excludes any area subject to Native Title Determination Application VID21/2019 Eastern Maar People (VC2012/001) as accepted for registration on 20 March 2013.

Note

Data Reference and source

- Agreement boundary compiled by National Native Title Tribunal based on information or instructions provided by the applicants.
- VI2013/002 Dja Wurrung Settlement Agreement ILUA as registered on 24 October 2013.
- Cadastre and Parish boundary data sourced from the Victorian Government Department of Environment, Land, Water & Planning, May 2021.
- River boundaries based on Parish, cadastre, else topographic hydro watercourse data (1:25,000) sourced from the Victorian Government Department of Environment, Land, Water & Planning, November 2020.
- Roads data based upon cadastre and road names based upon topographic road network data sourced from the Victorian Government Department of Environment, Land, Water & Planning, November 2020.

Reference datum

Geographical coordinates have been provided by the NNTT Geospatial Services and are referenced to the Geocentric Datum of Australia 2020 (GDA2020), in decimal degrees and are based on the spatial reference data acquired from the various custodians at the time.

Use of Coordinates

Where coordinates are used within the description to represent cadastral or topographical boundaries or the intersection with such, they are intended as a guide only. As an outcome of the custodians of cadastral and topographic data continuously recalculating the geographic position of their data based on improved survey and data maintenance procedures, it is not possible to accurately define such a position other than by detailed ground survey.

Prepared by Geospatial Services, National Native Title Tribunal (19 October 2021)

Schedule 2 Notification by the State (Clause 3.2)

•Agreed Draft Text:

Department of Justice & Community Safety

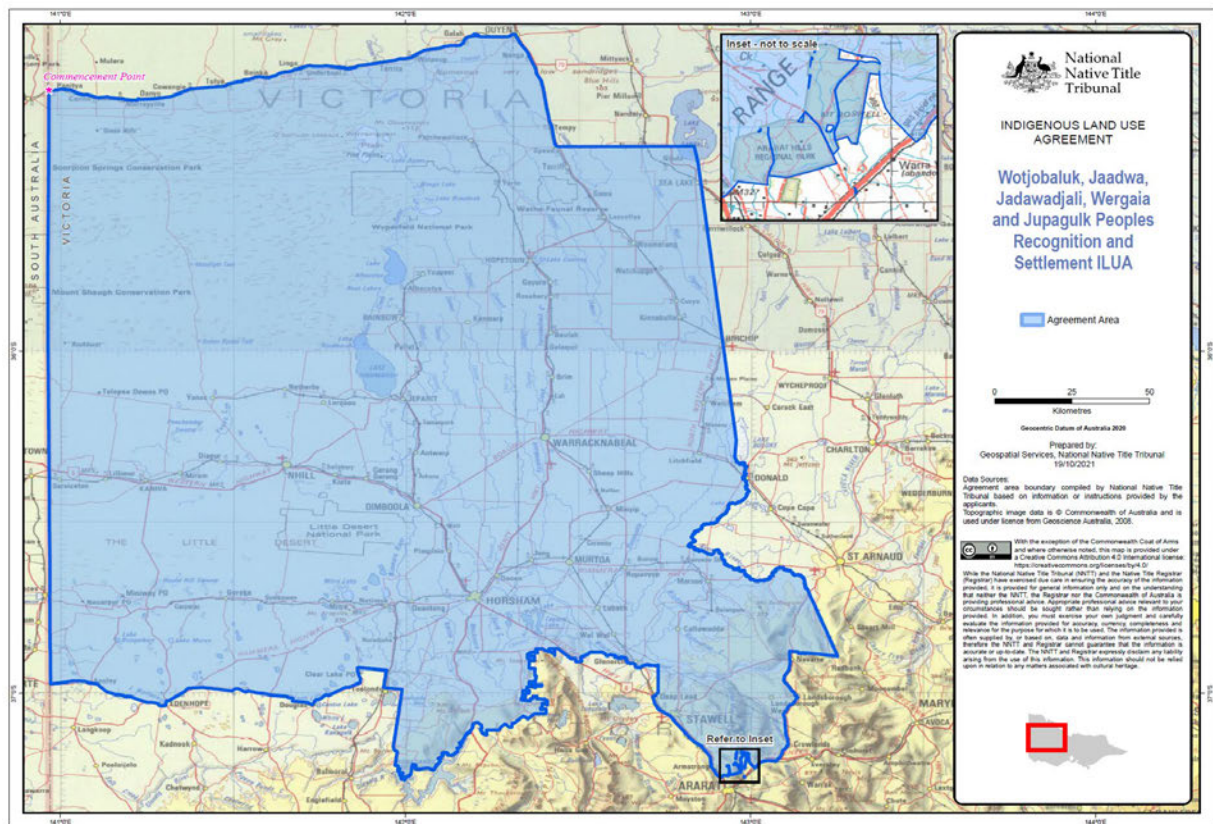
Traditional Owner Settlement Act 2010

Recognition and Settlement Agreement reached with the

Wotjobaluk, Jaadwa, Jadawadjali, Wergaia and Jupagulk Nations (WJJWJ People)

The State of Victoria and the **Barengi Gadjin Land Council Aboriginal Corporation RNTBC (BGLC)** (Indigenous Corporation Number 4395) (the Corporation) have entered into a Recognition and Settlement Agreement (the Agreement) under the *Traditional Owner Settlement Act 2010 (Vic)* (the Act). The Corporation is appointed by the **WJJWJ People** Traditional Owner Group as the Traditional Owner Group Entity. This Agreement between the State of Victoria and the Corporation commits the parties to an ongoing partnership, and includes obligations and benefits for both parties.

The Agreement under the Act recognises the **WJJWJ People** as the Traditional Owner Group in the Agreement Area (see map below), and their rights to access and use the land and its natural resources in accordance with the terms of the Agreement. It also provides a regime for the Corporation to comment on, negotiate about, or consent to certain activities on public land in the Agreement Area.



The Agreement provides for the transfer of up to 5 sites in fee simple to the Corporation and the granting to the Corporation of 'Aboriginal Title' of 12 parks within the Agreement area, to be jointly managed with the State. It also includes a funding agreement for the Corporation

to manage its obligations, undertake economic development activities, and improve social and cultural outcomes for the WJJWJ People.

The Corporation can be contacted by **email** at admin@bglc.com.au, by **telephone** on (03) 5381 0977 and by **mail** at PO Box 1255, Horsham Vic 3402.

For further information, visit www.justice.vic.gov.au and follow the links to Your Rights/Indigenous Victorians/Native Title, or contact the Native Title Unit by telephone on (03) 8684 7523 or by email nativetitle@justice.vic.gov.au

National Publications:

- Koori Mail
- National Indigenous Times

Regional/Local Publications:

- Hamilton Spectator
- Horsham Weekly Advertiser
- Wimmera Mail-Times
- Wimmera Messengers
- Ararat Advertiser
- Warracknabeal Herald
- Edenhope West Wimmera Advocate
- Ouyen North West Express
- Sunraysia Daily
- Stawell Times-News
- St Arnaud North Central News
- Kaniva Times
- Hopetoun Courier
- Donald Buloke Times
- Mildura Independent
- Mildura Weekly

Schedule 3 Specific Notifications (Clause 3.2)

1. The Parties agree to send the notice in Schedule 2 within three months of the Effective Date, or at a time otherwise agreed by the Parties, to the specific entities below.
2. The Parties agree to send a letter to the specific entities below within three months of the Effective Date, or at a time otherwise agreed by the Parties.
3. The letter at clause 2 will:
 - (a) be jointly drafted and signed by the Corporation and the Minister;
 - (b) advise recipients of the WJJWJ People's Traditional Owner Rights; and
 - (c) encourage recipients to partner with the WJJWJ Peoples in the management of water and biodiversity strategy in the Agreement Area.
4. Specific entities are:

| Local Government | | |
|---|--|---|
| Mildura Rural City Council | Buloke Shire Council | Yarriambiak Shire Council |
| West Wimmera Shire Council | Hindmarsh Shire Council | Horsham Rural City Council |
| Northern Grampians Shire Council | Pyrenees Shire Council | Ararat Rural City Council |
| Southern Grampians Shire Council | | |
| General | | |
| Powercor | Victorian National Parks Association | Victorian Gem Club Association |
| Ergon Energy | Australian Dairy Farmers | Professional Fishing Instructors and Guides Association |
| Energy Australia | Parks Victoria | Dried Fruits Australia |
| Minerals Council of Australia (Victorian Division) | ANTaR | Reconciliation Victoria |
| Prospectors and Miners Association of Victoria | Trust for Nature (Vic) | Victorian Water Ski Association |
| Australian Petroleum Production and Exploration Association (APPEA) | National Parks Advisory Council | The Wilderness Society |
| Australian Pipelines and Gas Association | Institute of Foresters of Australia (Victorian Division) | Victorian Employers Chamber of Commerce and Industry |
| Victorian Farmers Federation | Country Fire Authority | Victoria Tourism Industry Council |
| Victorian Apiarists Association (Beekeepers Association) | The Australian Deer Association | Telstra |
| Victorian Association of Forest Industries | World Wild Fund for Nature | VicTrack |
| Victorian Recreational Fishing Peak Body | Timber Towns Victoria | V/Line |
| Municipal Association of Victoria | Environmental Justice Australia | Rail Projects Victoria |
| Field and Game Australia Inc (Victorian Branch) | Australian Conservation Foundation | Concrete & Cement Aggregates Association |
| Australian Geothermal Energy Association | VicForests | APA Group |
| | Victorian Local Governance Association | Regional Development Victoria |
| | SP Ausnet | Regional Roads Victoria |
| | Business Victoria | Department of Jobs, Precincts and Regions |

| | | |
|--|---|--|
| Department of Transport Major Road Projects Victoria Construction Material Processors Association | The Victorian Fisheries Authority | |
| Commonwealth entities | | |
| Department of Prime Minister and Cabinet | Attorney-General's Department | Indigenous Business Australia Australian Government Solicitor |
| Indigenous Land and Sea Corporation | NBN Co National Indigenous Australians Agency | |
| Aboriginal organisations and representative bodies | | |
| Local Indigenous Networks | National Native Title Council | National Indigenous Working Group on Native Title |
| National Congress of Australia's First People | Victorian Aboriginal Community-Controlled Health Organisations | Koorie Heritage Trust, Inc. Federation of Victorian Traditional Owner Corporations |
| Victorian Aboriginal Education Association Inc | Murray Lower Darling Rivers Indigenous Nations | Budja Budja Aboriginal Cooperative |
| Kinaway – Victorian Aboriginal Chamber of Commerce | First Peoples' Assembly of Victoria Goolum Goolum Aboriginal Cooperative | All other Aboriginal cooperatives and Aboriginal health services in Victoria |
| Traditional Owner Corporations | | |
| Bangerang Cultural Centre Aboriginal Cooperative Ltd | Gunditj Mirring Traditional Owners Aboriginal Corporation | Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation |
| First People of the Millewa- Mallee Aboriginal Corporation | Wadawurrung Traditional Owners Aboriginal Corporation | Yorta Yorta Nation Aboriginal Corporation |
| Eastern Maar Aboriginal Corporation | Gunaikurnai Land and Waters Aboriginal Corporation | Taungurung Land and Waters Council Aboriginal Corporation |
| Bunorong Land Council Aboriginal Corporation | Dja Dja Wurrung Clans Aboriginal Corporation | Dhudhuroa Waywurru Nations Aboriginal Corporation |
| Water entities | | |
| GWM Water Glenelg Hopkins Catchment Management Authority | Mallee Catchment Management Authority North Central Catchment Management Authority | Wimmera Catchment Management Authority |

Schedule 4 Protocol on Acknowledgements and Welcomes to Country (Clause 3.3)

1. Introduction

- (a) This protocol is between the State of Victoria and the Barengi Gadjin Land Council Aboriginal Corporation RNTBC (**the Corporation**) as the Traditional Owner Group Entity appointed by the Wotjobaluk, Jaadwa, Jadawadjali, Wergaia and Jupagulk People (**WJJWJ People**) for the purposes of the Recognition and Settlement Agreement (the Agreement) under the *Traditional Owner Settlement Act 2010* (Vic).
- (b) The State of Victoria is committed to the process of reconciliation and working in partnership with Aboriginal Victorians to meet the goals identified in the Victorian Aboriginal Affairs Framework 2018-2023 and any successor framework. *The Constitution Act 1975* (Vic) recognises that Victoria's Aboriginal peoples are the original custodians of the land on which the Colony of Victoria was established. Affirming the unique status of Victoria's Aboriginal people as the descendants of Australia's first people, the Victorian Constitution also recognises the spiritual, social, cultural and economic relationship that the Aboriginal people of Victoria have with their traditional lands and waters.
- (c) Delivery of meaningful Acknowledgements and inviting the WJJWJ People to provide Welcomes to Country is one way to respect the WJJWJ People as the recognised Traditional Owner Group for the Agreement area.
- (d) It is one method by which the State may give effect to its obligation under s 19(2) of the *Charter of Human Rights and Responsibilities Act 2006* (Vic), which protects the WJJWJ People's rights to enjoy and maintain their language, cultural practices and identity, kinship ties and distinct connection to land and waters. Moreso, it is a generations' old practice of respect and honouring of the WJJWJ People traditional practice and lore.
- (e) Acknowledgements, Welcomes to Country and other WJJWJ People cultural services provide an opportunity to educate and enrich the lives of visitors to WJJWJ country. Continuing to build understanding and respect for WJJWJ People cultures and traditions, which are part of the collective heritage of Victoria, strengthens the relationship between the WJJWJ People and other Victorians and contributes to better outcomes for all Victorians.

2. Welcomes to Country and other WJJWJ People Cultural Services

- (a) What is a Welcome to Country?
 - (i) A Welcome to Country generally consists of a speech by a representative of the WJJWJ People but may include other cultural practices such as traditional song, music, dance and smoking ceremonies.
 - (ii) Under their traditional laws and customs, the WJJWJ People have a right to welcome visitors to their country.

- (b) When may a Welcome to Country be appropriate?
- (i) A Welcome to Country may be appropriate at all events on WJJWJ country. Welcomes to Country are expected for major official events sponsored by the State and occurring within the Agreement area, where members of the public, representatives of government and/or the media are present. Examples of major official events include but are not limited to:
- (A) Public Cabinet meetings and Parliamentary committee sittings;
 - (B) commemorations and major festivals (where 'major festival' includes any festival that has a regional or wider target);
 - (C) major launches of government policies and programs;
 - (D) conferences held or sponsored by the Victorian Government;
 - (E) international events of which the Victorian Government is an organiser or sponsor;
 - (F) citizenship ceremonies;
 - (G) major and international sporting events; and
 - (H) major and international artistic events including exhibitions and performances.

- Where a State agency or authority is primarily responsible for a major official event in the Agreement area, that agency is expected to consult with WJJWJ Traditional Owners about the inclusion of a Welcome to Country.
- Arrangements for, and the content of, Welcomes to Country should be negotiated between the State agency and the Corporation to ensure appropriateness in the circumstance.

- (c) What is a cultural service?
- (i) In addition to Welcomes to Country, WJJWJ People cultural services include (but are not limited to) traditional ceremonies, smoking ceremonies, music and dance performances, cultural awareness and other training and education initiatives. These services provide an important opportunity for building awareness and understanding of the WJJWJ People as the Traditional Owner Group for the Agreement Area and as part of Victoria's history and community. It also allows the broader community to understand, engage with and foster a sense of pride about the history and culture of the land in which they reside.
- (ii) The relevant State agency agrees to consider the advice of the Corporation about what other cultural services, in addition to Welcomes to Country, may be appropriate for a major official event

in the Agreement Area for which that agency is primarily responsible.

- (d) Who is to conduct Welcomes to Country and provide WJJWJ People cultural services?
 - (i) Cultural services of the WJJWJ Traditional Owner Group, including Welcomes to Country, are conducted by persons nominated by the Corporation.
- (e) Requests for Welcomes to Country and WJJWJ People cultural services
 - (i) All requests for WJJWJ People cultural services, including Welcomes to Country, within the Agreement Area should be directed to the Corporation and will be dealt with in accordance with its policies and procedures.

3. Acknowledgement of the WJJWJ People as Traditional Owners

- (a) What is an Acknowledgement of Country?
 - (i) An Acknowledgement of Country is a meaningful statement. It is a traditional practice for people gathering on WJJWJ land who are not of WJJWJ People descent to begin with an Acknowledgement of Country before they begin their business, as is a common practice across Australia. It is made by people who are not Traditional Owners of the Agreement area on which an event is being held. An Acknowledgement of Country acknowledges and pays respect to the Traditional Owners of the Agreement area.
- (b) When may an Acknowledgement of the WJJWJ People as Traditional Owners be appropriate?
 - (i) State agencies and authorities may wish to include Acknowledgements of Traditional Owners in events held within, or in publications relating to, the Agreement Area.
 - (ii) An Acknowledgement of the WJJWJ People as Traditional Owners can be made by anyone at the beginning of a meeting, event or publication occurring within or concerning the Agreement Area.
 - (iii) Acknowledgements of the WJJWJ People as the Traditional Owner group of the Agreement area should generally include the following elements:
 - (A) an acknowledgement of the WJJWJ Traditional Owners and their ancestors/forebears as the Traditional Owners of the land and waters in the Agreement Area, and
 - (B) a statement of respect for their Elders, past and present.
 - (iv) The Corporation can assist further with requests for appropriate content for Acknowledgements to Country, if required.

4. **Distribution of the Protocol**

The State will encourage others to adopt the Protocol, including local government and the Commonwealth.

- The State will provide a copy of the agreed Protocol on 'Acknowledgements and Welcomes to Country' to the persons and entities listed in Schedule 3 of the Recognition and Settlement Agreement.

Schedule 5 [Not Used]

Schedule 6 Local Government Engagement Strategy (Clause 3.6)

1. Local governments have the means to offer significant on-ground and practical opportunities by which to improve the economic and social standing of Aboriginal people and communities within their municipal boundaries.
2. The State must facilitate the development of relationships, both formal and informal, between local governments (councils) and Barengi Gadjin Land Council Aboriginal Corporation RNTBC (BGLC), on behalf of the Wotjobaluk, Jaadwa, Jadawadjali, Wergaia and Jupagalk Peoples (WJJWJ People). At the time of commencement of the Recognition and Settlement Agreement, the State department with primary responsibility for local government is the Department of Jobs, Precincts and Regions (DJPR).
3. The WJJWJ People Recognition and Settlement Agreement area (Agreement Area) encompasses parts of ten different council areas. Where BGLC seeks to engage with any or all of those councils, the State must facilitate initiating contact and the development of a relationship.
4. After commencement of the Recognition and Settlement Agreement, at a time that is reasonably acceptable to the State and BGLC (but within twelve months of the Effective Date), representatives of BGLC and DJPR (or other relevant department) will meet to commence discussions for the development of a plan for DJPR, where reasonably practicable, to facilitate BGLC to develop relationships with relevant local councils and peak bodies (such as the Municipal Association of Victoria), for the purposes of discussing the actions as listed in Table A.
5. After the commencement of the Recognition and Settlement Agreement the Attorney-General will write to the Minister for Local Government to notify the Minister of the new partnership established by the Recognition and Settlement Agreement with the BGLC and the Minister's role within that partnership.

PROPOSED ACTIONS (TABLE A):

A. Recognition

- 1) Formally acknowledge the WJJWJ People as the Traditional Owners of their traditional lands and waters.
- 2) Acknowledge the WJJWJ People in official documents and websites.
- 3) Conduct Welcomes to Country for council events, in accordance with the Protocol on Acknowledgements and Welcomes to Country contained in the Recognition and Settlement Agreement (**Agreement**), as amended or modified from time to time by written direction from the BGLC.
- 4) Engage the BGLC to recommend WJJWJ names for:
 - a. new local roads, bridges and public spaces in the Agreement Area; and
 - b. existing local roads, bridges and public spaces on WJJWJ land, with particular priority given to those local roads, bridges and public spaces that cause hurt or offence to the WJJWJ People; and
 - c. establish a process for implementation of those recommendations, including payment of fees to BGLC for providing this service (also noting that BGLC will decline requests from Councils to endorse traditional names proposed by Councils).

- 5) Install appropriate signage, keeping places and interpretive information in agreed locations to acknowledge and recognise the WJJWJ People as the Traditional Owners for the Agreement Area following consultation between BGLC and relevant councils.
- 6) Work with BGLC to develop a protocol for flying the Aboriginal flag on council buildings.
- 7) Work with BGLC to develop a protocol for attaching plaques to council buildings and infrastructure that acknowledge the WJJWJ People as the Traditional Owners for the Agreement Area.

B. Education and relationship building

- 8) Build partnerships between key State and BGLC representatives to facilitate implementation of this strategy, including in relation to the management and protection of WJJWJ sites of cultural significance on council land.
- 9) Engage BGLC to develop education and training programs for councillors, council staff and the broader community to deepen their knowledge and understanding of WJJWJ People and their lands, lore, customs, languages, spirituality and history as the Traditional Owners for the Agreement Area and the role of BGLC as the Traditional Owner Group Entity and Registered Aboriginal Party under the *Aboriginal Heritage Act 2006* for the Agreement Area.
- 10) Hold regular BGLC/council planning and information days, attended by CEOs and mayors (and other staff as appropriate) of all local governments in the Agreement Area.

C. Engagement in strategic planning

- 11) Incorporate and apply self-determination principles from the Victorian Aboriginal Affairs Framework into council planning and decision-making processes.
- 12) Where not already in place, work with the BGLC to develop a Reconciliation Action Plan with the assistance of Reconciliation Australia, with a specific section that deals solely with reconciliation between the WJJWJ People and councils.
- 13) Where already in place, work with the BGLC to review any existing Reconciliation Action Plans to ensure they are consistent with the rights and interests of the WJJWJ People, with a specific section that deals solely with reconciliation between the WJJWJ People and councils.
- 14) Work with the BGLC to implement the *Victorian Aboriginal and Local Government Strategy*.
- 15) Partner with the BGLC to ensure that WJJWJ People's rights, aspirations, and perspectives are incorporated into all Community Visions and Council Plans prepared under the *Local Government Act 2020* (Vic). BGLC should be consulted in the preparation of these documents as a key partner and land owner, on equal footing with councils.
- 16) Consult and partner with the BGLC in preparation of any new or updated plans, policies or strategies relating to water management. Recognition of the aspiration of WJJWJ People to be sole managers of their waters and waterways should be a cornerstone of any engagement or consultation process.
- 17) Consult with the BGLC in preparation of any new or updated plans, policies or strategies relating to roads and roadsides, including Road Management Plans under the *Road Management Act 2004* (Vic). Such consultation is to focus on WJJWJ People's rights and interests in and adjacent to roads, road reserves and road infrastructure, particularly in relation to protection of places of cultural significance.
- 18) Consult with the BGLC in preparation of any new or updated firewood plan, policy or strategy.

- 19) Partner with the BGLC to co-design and deliver health and wellbeing programs and services, including in production of Municipal Health and Wellbeing Plans under the *Public Health and Wellbeing Act 2008 (Vic)*.
- 20) Partner with the BGLC to co-design and deliver a mental wellbeing program to improve mental health issues impacting on Aboriginal people under the *Balit Murrup: Aboriginal social and emotional wellbeing framework 2017-2027*, with Aboriginal self-determination embedded as a core principle.
- 21) Work with the BGLC when preparing Municipal Early Years Plans, with a view to improving health outcome for local Aboriginal children and/or deepening the broader community's knowledge and awareness of WJJWJ People's culture.
- 22) Consult with the BGLC in preparation of fire management plans, policies or strategies, including any new or updated Municipal Fire Management Plan.
- 23) Consult with the BGLC in preparation of any new rating policy or strategy and commit to minimising rates and levies charged to the BGLC, or other entities wholly owned or controlled by the WJJWJ People.
- 24) Conduct periodic reviews of local laws, in consultation with BGLC, to ensure appropriate alignment with WJJWJ People's rights, interests and aspirations.
- 25) Put in place procedures to engage with BGLC in preparation of the above plans, policies, strategies and local laws early in the development and planning process so that the WJJWJ input is meaningful and useful.
- 26) Ensure that the above work and consultation with BGLC is adequately funded. Where no other funding arrangement is in place, any work or consultation with BGLC should be conducted on a fee for service basis.

D. Business Support

- 27) Recognise that Traditional Owner businesses can make valuable and unique contributions to local economies and communities: driving innovation, providing access to new markets, creating new jobs and attracting tourists.
- 28) Establish a preferential contracting and procurement process under which council agrees to preferentially source goods and services from BGLC or other WJJWJ entities or businesses, including in relation to:
 - a. natural resources management;
 - b. cultural awareness training;
 - c. equipment or machinery hire; and/or
 - d. other goods or services for which BGLC and/or its subsidiaries or members have relevant supply capability or expertise.
- 29) Commit to notifying BGLC of any local business and economic development programs and grants.
- 30) Put in place a structure to ensure that councils preferentially source biodiversity and carbon offsets, and other environmental market services and products, from BGLC or other WJJWJ entities or businesses.
- 31) Formally adopt the Procurement Strategy for Natural Resource Management, as set out in the Natural Resource Agreement, and other general preferential procurement provisions in the Agreement.

E. Employment

- 32) Pool resources between councils to fund a Local Government Engagement Strategy Implementation Manager and Implementation Officer, to be employed by the BGLC, and to facilitate implementation of this strategy.
- 33) Commit to preferentially employ appropriately skilled WJJWJ people.

F. Management of council owned or controlled land

- 34) Develop a framework for involvement of the BGLC in management of council controlled lands and waters. Recognition of the aspiration of WJJWJ People to be sole managers of their lands and waters should be a cornerstone of any such framework.

G. Participation in planning scheme processes

- 35) Develop a framework for ensuring alignment of each planning scheme (including the location of relevant zones and overlays) with WJJWJ People's rights, interests and aspirations. The framework should include processes for periodic review by the WJJWJ People of each planning scheme. It should provide for identifying, assessing and documenting places of Aboriginal cultural heritage significance for inclusion in the planning scheme (in accordance with Victorian Planning Provision 15.03-2S), including by way of Heritage Overlay (in accordance with Victorian Planning Provision 43.01).
- 36) Develop a process to consult BGLC in relation to planning permit applications and planning scheme amendments that affect the WJJWJ People.
- 37) BGLC engagement with the planning process should be funded or be undertaken on a fee for service basis.

H. Funding

- 38) Devote a portion of local government revenue towards implementing this strategy.
- 39) Work with the BGLC to develop funding applications to implement this strategy.

Schedule 7 Grant of estate in fee simple (Clause 4.2)

The land to which clause 4.2(a) applies is:

1. Land at Glenorchy

Land Description

Crown Allotment 1A, Section 19, Township of Glenorchy (6-16 Briggs Street, GLENORCHY)

2. Land at Kaniva

Land Description

Crown Allotment 12 (Part), Section 12, Township of Kaniva (Corner of Budjik and Sport Street, KANIVA)

3. Land at Wail

Land Description

(a) Crown Allotment 2018, Parish of Wail (Wail Nursery)

(b) Crown Allotment 2019, Parish of Wail (Wail Nursery)

Schedule 8 Ministerial consent to the grant of land (Clauses 4.2 and 4.3)

Schedule 9 Grant of Aboriginal Title (Clause 4.3)

The land to which clause 4.3 applies is:

1. Black Range State Park

Land Description

All those pieces or parcels of land containing 11 700 hectares, more or less, situated in the Parishes of Daahl, Mockinya, Tyar and Yat Nat, County of Lowan, being the land delineated and bordered red or bordered green or coloured yellow excepting therefrom the roads shown as excluded in a plan lodged in the Central Plan Office and numbered N.P. 77.

2. Mount Arapiles-Tooan State Park

Land Description

All those pieces or parcels of land containing 7470 hectares, more or less, situated in the Parishes of Arapiles, Gymbowen, Kalingur and Tooan, County of Lowan, being the land delineated and coloured pink in a plan lodged in the Central Plan Office and numbered N.P. 81/3.

3. Wyperfeld National Park

Land Description

All those pieces or parcels of land containing 359 445 hectares, more or less, situated in the Counties of Karkaroc and Weeah, being the land delineated and coloured pink in the plan lodged in the Central Plan Office and numbered N.P. 19/5.

4. Little Desert National Park

Land Description

All those pieces and parcels of land containing 132 647 hectares more or less in the Parishes of Moray, Nateyip, Beewar, Curtayne, Ding-a-Ding, Minimay, Mortat, Catiabrim, Spinifex, Koonik Koonik, Coynallan, Jungkum, Cooack, Duchembegarra, Pomponderoo, Watchegatcheca, Winiam and Woraig-worm, County of Lowan being the land delineated and bordered red or coloured yellow in a plan lodged in the Central Plan Office and numbered N.P. 9/3.

5. Lake Albacutya Park

Land Description

All those pieces or parcels of land containing 8300 hectares, more or less, situated in the Counties of Karkaroc and Weeah, being the land delineated and bordered red or bordered green in a plan lodged in the Central Plan Office and numbered N.P. 47/1.

6. Lake Hindmarsh Lake Reserve

Land Description

All those pieces or parcels of land containing 15 341 hectares, more or less, and being Crown Allotments 13B, 13C, 16A, 1C and 3B, Parish of Nanowie; Crown

Allotments 17D, 23E, 24E, and 24F, Parish of Tullyvea; Crown Allotments 27B, 27C, 27D and 2B, Parish of Hindmarsh; Crown Allotments 39D, 41A and the portion of Crown Allotment 43A within the lake reserve boundary, Parish of Jeparit; Crown Allotments 45A, 59A and 59B, Parish of Werrap; Crown Allotments 5A and 5B, Parish of Perenna and Crown Allotments 6A and 6B, Parish of Babatchio.

7. Barrabool Flora and Fauna Reserve

Land Description

All those pieces or parcels of land containing 1036 hectares, more or less, and being Crown Allotments 13A and 3A, Parish of Marma; Crown Allotment 234A, Parish of Ashens and Crown Allotments 70B, 70C and 70D, Parish of Longerenong.

8. Wail State Forest (portion only)

Land Description

A portion of Wail State Forest, being Crown Allotment 81A, Section A, Parish of Dimboola; Crown Allotment 18, Section 3, Parish of Wail; and Crown Allotment 2020, Parish of Wail, with the exception of that portion of Crown Allotment 2020 (Wail State Forest Land) to be excised and granted to the Corporation as an estate in fee simple in accordance with clause 4.2(d).

9. Big Desert Wilderness Area

Land Description

All those pieces or parcels of land containing 1423 square kilometres, more or less, situated in the County of Weeah, being the land delineated and shown by diagonal hatching in a plan lodged in the Central Plan Office and numbered N.P. 39/1.

10. Red Rock Bushland Reserve

Land Description

The parcel of land containing 58 hectares, more or less, and being Crown Allotment 64C, Parish of Connangorach.

11. Horsham Police Paddock Reserve

Land Description

The pieces or parcels of land containing 51 hectares, more or less, and being Crown Allotments 4M and 4N, Parish of Dooen.

12. Ararat Regional Park (portion east of the Western Highway)

Land Description

The pieces or parcels of land that are east of the Western Highway, containing 2,710 hectares, more or less, and being Crown Allotments 31B, 73A and 74A, Section 3A, Parish of Ararat; Crown Allotment 5G, Section 3, Parish of Ararat; Crown Allotment 73, Section 15B, Parish of Ararat; Crown Allotments 2031, 2030, and 2023, Parish of Ararat; Crown Allotments 28 and 30, Section Y, Parishes of Concongella South and Ararat; Crown Allotment 29, Section Y, Parish of Concongella South; and Crown Allotments 32A and 32B, Parish of Bulgana.

Schedule 10 Participation Agreement (Clause 6.3)

Schedule 11 Natural Resource Agreement (Clause 7)

The Natural Resource Agreement is part of this Agreement.

Schedule 12 Implementation Plan (Clause 10)

IMPLEMENTATION PLAN (DRAFT)

1. This Implementation Plan outlines the key milestones and deliverables:
 - (a) within the agreements comprising the Expanded Settlement Package; and
 - (b) for the establishment of governance arrangements for implementation of the Expanded Settlement Package.
2. The agreed dates and preconditions reflect, where available, commitments negotiated within those agreements.
3. The Parties agree that implementation should be guided by the following principles:
 - (a) implementation should be led by the Corporation through an integrated and phased partnership approach that supports the Corporation's overall aspirations and priorities for self-determination and recognises its capacity to lead and engage;
 - (b) implementation should be concurrent, coordinated and integrated with the Corporation's organisational and community capacity building initiatives;
 - (c) governance arrangements, lines of accountability and roles and responsibilities should be clear; and
 - (d) project planning and management should be participatory and adaptive, with proactive monitoring and periodical adjustment of the Implementation Plan and resourcing to ensure it reflects the changing priorities and capacities of each Party.

| Key Milestones & Deliverables | Agreement / reference | Agreed dates / preconditions | Estimated timeframe | Responsibility (support) | Status & Notes |
|--|--|---|---------------------|--------------------------|---|
| Registration & Planning | | | | | |
| Publication of Natural Resource Agreement in Government Gazette | Natural Resource Agreement Clause 2 | | | DJCS, BGLC | |
| Holding of a joint planning workshop with BGLC and other agency staff | N/A | Within 3-months of commencement of RSA | | DJCS | To build shared understanding of priorities, roles, responsibilities and resources for implementation. |
| Recognition components | | | | | |
| Publication of a public notice regarding the recognition of the WJJWJ People as the traditional owners of the RSA Area | RSA Clause 3.2 | Within 3-months of commencement of RSA | | DJCS | Notice to contain the text set out in Schedule 2 |
| State notification of Commonwealth, local government and other entities | RSA Clause 3.2 | Within 3-months of commencement of RSA | | DJCS | Notice to be forwarded to the entities set out in Schedule 3 |
| Promotion of welcome to country protocol | RSA Clauses 3.2 & 3.3 | Within 3-months of commencement of RSA | | DJCS | State to forward welcome to country protocol, as set out in Schedule 4, to the entities listed in Schedule 3. |
| Promotion of WJJWJ People water and biodiversity aspirations | RSA clause 3.5(a) and (b) | Within 3-months of commencement of RSA | | DJCS | State to write to entities specified in Schedule 3. |
| Development of plan to advance the actions of the Local Government Engagement Strategy | RSA clause 3.6 | Within 12 months of commencement of the RSA | | DJCS | |

| Key Milestones & Deliverables | Agreement / reference | Agreed dates / preconditions | Estimated timeframe | Responsibility (support) | Status & Notes |
|--|-----------------------|---|---------------------|--------------------------|----------------|
| Land Agreement | | | | | |
| Provision of information on the condition of lands available for a grant in fee simple | RSA clause 4.8 | Within 4 months of the registration date | | DJCS and DELWP | |
| BGLC to nominate the land it seeks to have granted to it in fee simple. | RSA clause 4.2(a) | Within 18 months of the registration date | | BGLC | |
| If Ebenezer Mission Road Reserve is discontinued by the responsible local Council and the Minister approves the transfer of the reserve to BGLC in fee simple, the State to transfer Ebenezer Mission Road Reserve in fee simple to BGLC (ensuring the maintenance of legal access to all adjoining land). | RSA clause 4.2(f) | As soon as reasonably practicable after the responsible local Council discontinues the road reserve and the Minister approves the transfer. | | | |
| External consultant investigation of possible contamination at Wail Nursery site | RSA clause 4.2(c) | None specified, but transfer of Wail Nursery cannot take place until consultant has concluded investigation | | BGLC, DELWP, DJCS | |
| BGLC to advise which part of the Wail State Forest Land it seeks to have granted to it in fee simple. | RSA clause 4.2(d) | Within five years of the registration date. | | BGLC, DELWP, DJCS | |
| BGLC, with State's support, to undertake landholding project. | RSA clause 4.3 | Prior to Initial Outcomes Review | | BGLC, DELWP, DJCS | |
| Recommendation made to the Governor in Council for the grant of lands in fee simple to BGLC | RSA clause 4.2(b) | Within a reasonable time of BGLC identifying lands to be granted | | DJCS | |

| Key Milestones & Deliverables | Agreement / reference | Agreed dates / preconditions | Estimated timeframe | Responsibility (support) | Status & Notes |
|---|--|---|---------------------|--------------------------|---|
| Grants of Aboriginal title to 12 sites | RSA (Land Agreement) Clause 4.6 | None specified [obligation to do so within a reasonable time - clause 19.6]. | | DELWP | Surveys, revocations, proclamations Finalise title plans |
| Funding and economic development | | | | DJCS | |
| Execution of Participation Agreement | RSA (Funding Agreement) Clause 6.3 | None specified, but is a precondition to payment of settlement sum into Trust | | BGLC, DJCS, Trustee | Draft Participation Agreement included at Schedule 11 |
| Payment of [REDACTED] to the Victorian Traditional Owners Trust | RSA (Funding Agreement) Clause 6.2(c) | [REDACTED] [REDACTED] [REDACTED] | | DJCS | Preconditions are execution of Participation Agreement; and receipt of Tax Invoice. |
| Payment of [REDACTED] | RSA (Funding Agreement) Clause 6.2(b) | Following execution of this Agreement and within 30 days of receiving a Tax Invoice from the Corporation. | | DJCS | |
| Payment of [REDACTED] to BGLC for business development | RSA Clause 6.2(e) | As soon as reasonably practicable after commencement | | DJCS | |

| Key Milestones & Deliverables | Agreement / reference | Agreed dates / preconditions | Estimated timeframe | Responsibility (support) | Status & Notes |
|---|--|---|---------------------|--------------------------|--|
| Funding to support the Corporation (4 x positions) | RSA Clause 6.2(d) | ██████████ as soon as reasonably practicable after the Effective Date, and on each anniversary of the Effective Date for four years thereafter. | | DJCS | Preconditions are receipt of a Tax Invoice from the Corporation, to be used to support the Corporation to implement the Expanded Settlement Package. |
| Employment by a State Agency or the Corporation of up to six ranger positions or equivalent | RSA (Other economic development) Clause 8.2(a) | | Ongoing | DELWP | . |
| Natural Resource Agreement: funding to support take and use of natural resources | RSA Clause 6.2(f) Clause 6.2(f) Clause 6.2(g) | ██████████ on the Effective Date. Thereafter, see subsequent payments in the table at clause 6.2(f) | Ongoing | DJCS | |
| Natural Resource Agreement: funding to support participation in the management of natural resources | RSA Clause 6.2(h) Clause 6.2(g) | ██████████ on the Effective Date. Thereafter, see subsequent payments in the table at 6.2(g). | Ongoing | DJCS | |

| Key Milestones & Deliverables | Agreement / reference | Agreed dates / preconditions | Estimated timeframe | Responsibility (support) | Status & Notes |
|---|----------------------------------|--|---------------------|--------------------------|---|
| Joint management funding (on ground works, and employment of rangers) | RSA Clause 8.1 | Up to a maximum of [REDACTED] for the period up until the fourth anniversary of the Effective Date. [REDACTED] from the fourth anniversary of the Effective Date, adjusted for inflation from the 2020-2021 financial year for the duration of the Traditional Owner Land Management Agreement. | Ongoing | DELWP | |
| Natural Resource Agreement | | | | | |
| Implementation of Participation Strategies | RSA (Natural Resource Agreement) | Ongoing | Ongoing | BGLC, DELWP, DJPR | |
| Establishment of the WJJWJ Traditional Owner Land Management Board | TOLMA Clause 2.1 | None specified – Minister must use best endeavours | | DELWP | By determination published in the Government Gazette. A draft determination is set out in Schedule 2 of the TOLMA |
| Preparation of Joint Management Plan for Aboriginal title land in accordance with relevant statutory framework of each site | TOLMA Clause 3 | To be completed within 3-years of appointment of the TOLMB (statutory requirement) | | TOLMB (DELWP) | |

| Key Milestones & Deliverables | Agreement / reference | Agreed dates / preconditions | Estimated timeframe | Responsibility (support) | Status & Notes |
|--|---|--|---------------------|--------------------------|----------------|
| NRM Procurement Strategy | | | | | |
| Establishment of pre-approval processes | Natural Resource Agreement (Schedule 6: Procurement Strategy) Clause 5: Commitments | Within 12 months of the signing of the RSA | | State agencies | |
| Appointment of agency lead for managing the procurement strategy | Natural Resource Agreement (Schedule 6: Procurement Strategy) Clause 5: Commitments | Within 12 months of the signing of the RSA | | State agencies | |
| Establishment of a Right of First Refusal process | Natural Resource Agreement (Schedule 6: Procurement Strategy) Clause 5: Commitments | Within 12 months of the signing of the RSA | | Lead State agency | |
| Review and evaluation | | | | | |
| Implementation review | RSA Clause 12.1 | Within 18 months of Registration Date | | BGLC, DJCS, DELWP, DJPR | |

| Key Milestones & Deliverables | Agreement / reference | Agreed dates / preconditions | Estimated timeframe | Responsibility (support) | Status & Notes |
|---|-----------------------|--|---------------------|----------------------------|----------------|
| Initial outcomes review | RSA Clause 12.2 | Within 5 years of the Registration Date or as otherwise agreed | | BGLC, DJCS, DELWP, DJPR | |
| Evaluation and baseline data gathering design and timelines agreed | N/A | N/A | | DJCS BGLC | |

Schedule 13 Communications (Clause 19.1)

State Representative (as at the date of this Agreement)

| | |
|---|---|
| Dean Cowie | Contact Details |
| Executive Director Land Justice Unit Department of Justice and Community Safety | Department of Justice and Community Safety Level 24, 121 Exhibition Street Melbourne VIC 3000 Ph: 03 8684 7523 |

Corporation Representative (as at the date of this Agreement)

| | |
|---------------------------------|---|
| Charee Smith and Darren Griffin | Contact Details |
| Interim Co-Executive Officers | Barengi Gadjin Land Council Aboriginal Corporation RNTBC 38 Plumpton Road Horsham VIC 3400 PO Box 1255 Horsham Vic 3402 Ph: 03 5381 0977 |

Schedule 14 WJJWJ People Ancestors (Clause 1.1)

1. The identified WJJWJ People ancestors as at the date of this Agreement are:
 - (a) Richard Kennedy born 1853 at Morton Plains
 - (b) Captain Harrison Senior born 1838 at Donald
 - (c) Archibald Pepper born 1859 at Nypo Station
 - (d) Thomas Marks born 1844 at Lake Hindmarsh
 - (e) Pelham Cameron born 1854 at Morton Plains
 - (f) Albert Coombes born 1852 at Antwerp
 - (g) Augusta Robinson born 1855 at Richardson River
 - (h) Arthur Wellington born 1849 at Brighton Station

Attachment 1 Traditional Owner Land Management Agreement

The Traditional Owner Land Management Agreement is part of the Expanded Settlement Package.

Attachment 2 Traditional Owner Land Natural Resource Agreement

The Traditional Owner Land Natural Resource Agreement is part of the Expanded Settlement Package.

Attachment 3 Plan Wail State Forest Land clause 4.2(d)(i)

