

**CHIEF EXECUTIVE OFFICER OF
THE DEPARTMENT OF BIODIVERSITY, CONSERVATION AND
ATTRACTIONS**

and

**NGANHURRA THANARDI GARRBU ABORIGINAL CORPORATION
RNTBC**

**SECTION 56A
JOINT MANAGEMENT AGREEMENT
CONSERVATION ESTATE FOR THE NINGALOO COASTAL REGION**



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David Malcolm Justice Centre
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Perth WA 6000
Ref: SSO 991-16

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THIS AGREEMENT is made the 21st day of December 2022

BETWEEN

THE CHIEF EXECUTIVE OFFICER OF THE DEPARTMENT OF BIODIVERSITY, CONSERVATION AND ATTRACTIONS, ACTING THROUGH THE CONSERVATION AND LAND MANAGEMENT EXECUTIVE BODY, a body corporate established under section 36 of the Conservation and Land Management Act, care of 17 Dick Perry Avenue, Technology Park, Western Precinct, Kensington, Western Australia (CEO)

And

NGANHURRA THANARDI GARRBU ABORIGINAL CORPORATION RNTBC (ICN 9183), c/o YMAC, Level 8, 12-14 The Esplanade, Perth, Western Australia (PBC)

RECITALS

- A. The CEO is acting through the Conservation and Land Management Executive Body, a body corporate established under section 36 of the CALM Act.
- B. The Nganhurra Thanardi Garrbu Aboriginal Corporation RNTBC is the registered native title body corporate (as that term is used in Division 6 of Part 2 of the Native Title Act) in respect of the Native Title Group, and is the body corporate nominated by the Native Title Group to jointly manage the Conservation Estate.
- C. The State, the Minister for Lands, the Minister for Environment, the Commission, the CEO and the PBC entered into the ILUA which, among other things, provides for joint management of the Conservation Estate on the terms set out in this Agreement.
- D. In accordance with Part V Division 1 of the CALM Act the Commission prepared, and the Minister approved, a Management Plan applicable to the Conservation Estate.
- E. The Management Plan requires the CEO to manage the Conservation Estate jointly with the PBC.
- F. This Agreement constitutes the agreement that is required to be attached to the Management Plan, and which gives effect to joint management of the Conservation Estate and sets out the role of the Joint Management Body.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. General Definitions

In this Agreement, unless it is a defined term in subclause 1.2 or the context otherwise requires:

- (a) Words and expressions defined in the Native Title Act, including **common law holder, future act, native title, Native Title Registrar, native title rights and interests, non-extinguishment principle, Register of Indigenous Land Use Agreements and registered native title body corporate**, have the same meaning when used in this Agreement.
- (b) Words and expressions defined in the CALM Act, including **CEO, conservation park, Department, management plan, marine park, national park and responsible body** have the same meaning when used in this Agreement.
- (c) Words and expressions defined in the LA Act including **Crown land, qualified certificate of Crown land title, management order and reserve** have the same meaning when used in this Agreement.

1.2. Specific Definitions

In this Agreement, unless the context otherwise requires:

Aboriginal Cultural Business means a funeral, event or other ceremony that the directors of the PBC are required to attend under traditional laws and customs or which otherwise affects the capacity of or prevents a member of the PBC or the Gnulli Representative Members from attending to day-to-day business in accordance with traditional laws and customs.

Aboriginal Heritage means the cultural heritage value of an “Aboriginal site” or of an “Aboriginal object” to which sections 5 or 6 of the *Aboriginal Heritage Act* apply or may apply, and also includes any area within the Determination Area which is of cultural, spiritual or traditional significance to the Native Title Group, whether recorded or not.

Aboriginal Heritage Act means the *Aboriginal Heritage Act 1972* (WA).

Agreement means this agreement and includes the Schedules.

Alternate Member means a person who is nominated under clause 5.2.

Biodiversity Conservation Act means the *Biodiversity Conservation Act 2016* (WA).

Biodiversity Conservation Regulations means the *Biodiversity Conservation Regulations 2018* (WA)

Business Day means a day other than a Saturday, Sunday or public holiday in Western Australia, commencing at 8.30am WST and finishing at 5.00pm WST.

Cape Range National Park has the same meaning as is given in the ILUA and, for ease of reference only, is the area shown in Schedule 2.

CALM Act means the Conservation and Land Management Act 1984 (WA).

CALM Regulations means the *Conservation and Land Management Regulations 2002* (WA).

Cape Range National Park has the same meaning as is given in the ILUA.

Chairperson of the Joint Management Body means the person acting in the role of the Chairperson of the Joint Management Body in accordance with clause 5.3.

Commencement Date means the date on which this Agreement is executed by all Parties.

Commission means the Conservation and Parks Commission, a body corporate established under section 18 of the CALM Act.

Confidential Information means information that is identified as confidential in accordance with clauses 18.1 or 18.2 (as the case may be).

Conflict of Interest has the meaning given in clause 5.9.

Conservation Estate has the same meaning as is given in the ILUA.

Default Notice has the meaning given in clause 16.2.

Defaulting Party has the meaning given in clause 16.1.

Determination means the determination by the Federal Court of Australia in *Peck on behalf Gnulli Native Title Claim Group v State of Western Australia* [2019] FCA 2090, dated 17 December 2019, that native title exists in parts of the Determination Area (as defined in the Determination).

Disclosing Party means:

- (a) for the purposes of clause 18.1, a Party who discloses information to the other Party in the circumstances contemplated under that clause; and
- (b) for the purposes of clause 18.2, a Representative Member who discloses information to another Representative Member in the circumstances contemplated under that clause.

Disclosure has the meaning given in clause 5.7.

Event of Default has the meaning given in clause 16.1.

Force Majeure means an event or cause beyond the reasonable control of the Party claiming force majeure comprising any of the following:

- (a) act of God, lightning, storm, flood, fire, earthquake, explosion, cyclone or wind and wave conditions associated with a cyclone, tidal wave, landslide, adverse weather conditions;
- (b) strike, lockout or other labour difficulty;
- (c) act of public enemy, war, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, terrorism; or
- (d) the effect of any law or authority exercised by government official by law; and
- (e) Aboriginal Cultural Business.

ILUA means the Indigenous Land Use Agreement entered into by the State of Western Australia, the Minister for Lands, the Minister for Environment, the Commission, the CEO and the PBC for the creation and joint management of the Conservation Estate in the areas the subject of the Determination Area, entered on the Register of Indigenous Land Use Agreements on or around the time of this Agreement.

Insolvency Event means where the PBC:

- (a) commits an act of insolvency under and for the purposes of the *Corporations Act 2001* (Cth) or the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth);
- (b) is placed under external administration under and for the purposes of Chapter 5 of the *Corporations Act 2001* (Cth);
- (c) is placed under external administration under and for the purposes of Chapter 11 of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth);
- (d) is unable to pay all its debts as and when they become due and payable; or
- (e) is deregistered under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth),

as may be applicable.

Joint Management Body means the body established by clause 3.

LA Act means the *Land Administration Act 1997* (WA).

Management Plan means a management plan approved under Part II Division 3 or Part V Division 1 of the CALM Act, as the case may be, in respect of the whole or part of the Conservation Estate and to which this Agreement is attached.

Member means a Representative Member or an Alternate Member.

Minister means the Minister to whom the administration of the CALM Act is committed, which for the time being is the Minister for Environment.

Minister for Lands means the body corporate established under section 7 of the Land Administration Act.

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

Native Title Group means the Baiyungu and Thalanyji common law holders of native title under the Determination.

Native Title Group Representatives means the members of the Native Title Group appointed by the PBC to the Joint Management Body.

Ningaloo Coastal Reserve has the same meaning as given in the ILUA and, for ease of reference only, is the area shown in Schedule 3.

Ningaloo Marine Park has the same meaning as given in the ILUA and, for ease of reference only, is the area shown in Schedule 1.

Non-defaulting Party has the meaning given in clause 16.2.

Party means a party to this Agreement.

Party Dispute has the meaning given in clause 17.1.

Receiving Party means:

- (a) for the purposes of clause 18.1, the Party to whom information is disclosed by the other Party in the circumstances contemplated under that clause; and
- (b) for the purposes of clause 18.2, the Representative Member to whom information is disclosed by another Representative Member in the circumstances contemplated under that clause.

Remaining Representative Members means each of the Representative Members who are not the subject of a motion or vote to be removed as a Representative Member under clauses 5.7 or 5.8.

Representative Member means a person specified under clause 3 and nominated under clause 5.1 and includes reference to “Gnulli Representatives”.

Resolution Institute means the dispute resolution organisation of that name. If Resolution Institute ceases to exist as an organisation, then Resolution Institute shall be taken to mean any other dispute resolution organisation with similar objects agreed to by a consensus of the Parties to the relevant dispute or if no consensus can be reached, decided by the Party that first notified the relevant dispute.

State means the State of Western Australia.

Tenure has the same meaning as given in the ILUA.

Term means the term of this Agreement specified in clause 19.1.

1.3. Interpretation

In this Agreement, unless the contrary intention appears:

- (a) words and expressions defined in the Native Title Act have the same meaning where used in this Agreement;
- (b) headings and subheadings are for ease of reference only and do not govern the meaning or construction of this Agreement or of any provision contained in this Agreement;
- (c) words expressed in the singular include the plural and vice versa;
- (d) words expressed in one gender includes the other;
- (e) a reference to a Party to this Agreement includes that Party's successors, permitted substitutes, persons taking by novation, permitted transferees, receivers, managers, administrators and permitted assigns and, in the case of a natural person, also includes that person's executors and administrators;
- (f) an expression importing a natural person includes a company, partnership, joint venture, association, authority, the Native Title Body Corporate or other body corporate or governmental or semi-governmental entity;
- (g) a reference to a person which has ceased to exist or has reconstituted, amalgamated, reconstructed or merged, or the functions of which have become exercisable by another person, is a reference to the person established or constituted in its place or by which its functions have become exercisable;
- (h) a reference to a person established under any written law includes a reference to any person or body (corporate or unincorporate) established or continued to perform the same or substantially similar function;
- (i) a reference to a thing includes any part of a thing but is not taken as implying that performance of part of an obligation is the performance of the whole;
- (j) a reference to a clause, Schedule or annexure is a reference to a clause of or Schedule or annexure to this Agreement;
- (k) where the day on or by which a thing is required to be done is not a Business Day that thing shall be done on or by the succeeding Business Day;
- (l) an agreement, representation or warranty on the part of or in favour of two or more persons binds, and is enforceable against, those persons jointly and each of them severally;

- (m) no rules of construction apply to the disadvantage of a Party because that Party was responsible for the drafting of this Agreement or of any of the provisions of this Agreement;
- (n) a reference to any statute includes every regulation, code, order, ordinance, by-law, subordinated or delegated legislation and proclamation issued under that statute and all consolidations, amendments, re-enactments and replacements of any of them;
- (o) where a word or phrase is given a defined meaning in this Agreement, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (p) a reference to any document, instrument or agreement, including this Agreement, includes a reference to that document, instrument or agreement as amended, novated, supplemented, varied or replaced from time to time; and
- (q) "including" means "including, but not limited to".

1.4. Deemed consultation and consent

For the purpose of this Agreement:

- (a) a requirement to consult or negotiate with or request anything from the PBC shall be deemed to have been met where the Native Title Group Representatives have been consulted, or negotiated with, or presented with a request (as the case may be) in respect of the relevant matter; and
- (b) a requirement to obtain the consent or agreement of the PBC shall be deemed to have been met where the Native Title Group Representatives provide written notice that the PBC has passed a resolution (duly recorded in the minutes of the Directors' Meeting or General Meeting, as the case may be) consenting or agreeing to the relevant matter.

1.5. Application to Conservation Estate

The Parties acknowledge and agree that:

- (a) the intention under the ILUA is that the Conservation Estate is to be jointly managed by the PBC and the CEO through a single Joint Management Body, in accordance with a management plan or management plans approved under the CALM Act and attaching a Joint Management Agreement;
- (b) while it is envisaged that a single management plan may eventually apply in respect of the whole of the Conservation Estate, until such time as this is effected one or more management plans may apply; and

- (c) if the land the subject of the Management Plan attaching this Agreement is less than the whole of the Conservation Estate, then references in this Agreement to the “Conservation Estate” shall be deemed to mean that portion of it that is the subject of the Management Plan.

2. JOINT MANAGEMENT OF THE CONSERVATION ESTATE

The Conservation Estate shall be jointly managed by the PBC and the CEO through the Joint Management Body, in accordance with the Management Plan and this Agreement.

3. ESTABLISHMENT OF JOINT MANAGEMENT BODY

3.1. Membership

- (a) A Joint Management Body is established for the purposes of section 56A of the CALM Act.
- (b) The Joint Management Body comprises up to seven (7) Representative Members, nominated in accordance with clause 5.1.

4. ROLE OF THE JOINT MANAGEMENT BODY

- (a) The role of the Joint Management Body shall be to, consistently with the CALM Act and Biodiversity Conservation Act and any regulations made under those Acts:
 - (i) make management decisions consistent with the Management Plan;
 - (ii) in accordance with the Management Plan, assist in the preparation of policies, programs and other such management instruments for the management of the Conservation Estate;
 - (iii) strategically monitor the management of the Conservation Estate, including the implementation of the Management Plan;
 - (iv) provide advice to the CEO and the Commission (as appropriate) on all aspects of the use, management and development of the Conservation Estate including:
 - (A) the value of the Conservation Estate land and waters to the culture and heritage of Aboriginal people, or the methods to determine this;
 - (B) the conduct of customary activities pursuant to the CALM Act, CALM Regulations, Biodiversity Conservation Act and Biodiversity Conservation Regulations;

- (C) the expenditure for the Conservation Estate as it relates to the amount specified and purposes set out in clause 11 of the ILUA; and
 - (D) any proposed new management plan, or any proposed amendments to the management plan, for the Conservation Estate;
 - (E) any new names to be given to places in the Conservation Estate;
 - (F) the recruitment of persons for joint management employment positions in relation to work to be undertaken for the Conservation Estate; and
 - (G) proposals to grant Tenure;
- (v) work co-operatively with the CEO and the PBC to obtain additional funding for the joint management of the Conservation Estate, through State and Federal funding programs and other relevant third parties;
 - (vi) ensure the provision of cross-cultural training for employees of the department of the Public Service principally assisting in the administration of the CALM Act who are undertaking work for the Conservation Estate; and
 - (vii) provide advice to other State Government agencies responsible for the implementation of specific management actions in the Management Plan.
- (b) For the purposes of sub-sections 33(1) and 33(3) of the CALM Act, the CEO shall take into account advice given by the Joint Management Body and shall not unreasonably fail to give effect to a management decision of the Joint Management Body, unless that decision is inconsistent with the Management Plan, the CALM Act, the Biodiversity Conservation Act, any regulations made under those Acts, or any other applicable laws of the State.
 - (c) In the event that the CEO fails to give effect to a decision of the Joint Management Body, the CEO shall give notice to the Members of the Joint Management Body as soon as practicable, identifying the relevant management decision and the CEO's reasons for failing to give effect to it.
 - (d) The role of the Joint Management Body does not include undertaking the day-to-day management of the Conservation Estate.

5. MEMBERSHIP OF THE JOINT MANAGEMENT BODY

5.1. Representative Members

- (a) After the Commencement Date, but before the first meeting convened pursuant to clause 6.1, and thereafter at the last meeting before the

expiry of each three-year term referred to in subclause (c) of this clause, for the purposes of section 56A(6) of the CALM Act the Parties shall each nominate persons to be Representative Members and Alternate Members of the Joint Management Body, in the following manner:

- (i) the PBC shall nominate:
 - (A) up to four (4) members of the Native Title Group to be Representative Members of the Joint Management Body;
 - (B) four (4) members of the Native Title Group to be Alternate Members of the Joint Management Body; and
 - (C) one (1) of its Representative Members to be the Chairperson of the Joint Management Body and to act in that role for a term of not less than two (2) years; and
- (ii) the CEO shall nominate:
 - (A) up to three (3) persons to be Representative Members of the Joint Management Body; and
 - (B) three (3) persons to be Alternate Members of the Joint Management Body.
- (b) Unless otherwise agreed by the Parties, the Representative Members and Alternate Members nominated by the CEO shall be employees of the Department of the Public Service principally assisting in the administration of the CALM Act and, if possible, should include regional staff with operational responsibility for the Ningaloo Marine Park, Cape Range National Park, Ningaloo Coastal Reserve and any Exmouth Gulf Optional Tenure.
- (c) Representative Members and Alternate Members shall be nominated for a term of three (3) years and may be renominated.
- (d) Before the first meeting of the Joint Management Body, each Party shall give to the other Parties notice, in accordance with clause 26, of the nominated Representative Members and Alternate Members (whichever is applicable).

5.2. Attendance by Alternate Members

- (a) Upon receiving notice of a meeting, if a Representative Member nominated by the PBC is temporarily unable to attend the meeting by reason of sickness, absence or incapacity they shall, as soon as possible after becoming aware of that fact, inform the Chairperson of the Joint Management Body who shall, as soon as possible, inform the CEO:

- (i) of the Representative Member's inability to attend the meeting; and
 - (ii) which Alternate Member nominated by the PBC will attend the meeting.
- (b) If the CEO is informed under paragraph (a), the CEO shall notify the Alternate Member referred to in paragraph (a) to attend the meeting.
- (c) Upon receiving notice of a meeting, if a Representative Member nominated by the CEO is temporarily unable to attend the meeting by reason of sickness, absence or incapacity, they shall, as soon as possible after becoming aware of that fact, inform the Chairperson of the Joint Management Body and the Chairperson of the Joint Management Body shall, as soon as possible, inform the CEO.
- (d) If the CEO is informed under paragraph (c) that a Representative Member nominated by the CEO is temporarily unable to attend a meeting, the CEO shall notify an Alternate Member nominated by the CEO to attend the meeting.
- (e) An Alternate Member notified under paragraph (b) or (d) shall attend the meeting in place of the absent Representative Member.
- (f) When acting in the place of the absent Representative Member, the Alternate Member has the rights and responsibilities of the absent Representative Member and any reference to the Representative Member in this Agreement includes an Alternate Member acting in the position of a Representative Member, including the obligations under this clause 5.2.

5.3. Chairperson of the Joint Management Body

- (a) The Chairperson of the Joint Management Body:
 - (i) is the person nominated by the PBC under clause 5.1(a)(i)((a)(i)(C)); and
 - (ii) shall preside at each meeting of the Joint Management Body.
- (b) If the position of Chairperson of the Joint Management Body becomes vacant in accordance with clause 5.6, the PBC will nominate another of its Representative Members as Chairperson of the Joint Management Body.
- (c) If the Chairperson of the Joint Management Body is absent from such a meeting or is not present and willing to act within 10 minutes after the time appointed for the meeting, the Representative Members present at the meeting shall elect a Representative Member to preside at that meeting.

5.4. Persons ineligible to be members

Unless otherwise agreed by the Parties, a member of the PBC who is an employee of the CEO is not eligible to be nominated as a Member.

5.5. Vacancy of Member

- (a) The position of a Representative Member becomes vacant if they:
 - (i) resign their position by notice delivered to the Chairperson of the Joint Management Body;
 - (ii) are absent, without leave from the Chairperson of the Joint Management Body, for three consecutive meetings of which they have had notice under clause 26;
 - (iii) are removed from the position by the Joint Management Body under clause 5.7 or 5.8; or
 - (iv) die.
- (b) If the position of any Representative Member becomes vacant for any reason, including because of paragraph (a), a new Representative Member shall be nominated for the remainder of the three year term in the following way:
 - (i) If the Representative Member was nominated by the PBC, the PBC shall nominate the new Representative Member.
 - (ii) If the Representative Member was nominated by the CEO, the CEO shall nominate the new Representative Member.
 - (iii) A Party shall give to the other Party, written notice, in accordance with clause 26, of a nominated new Representative Member.

5.6. Vacancy of Chairperson

- (a) The position of Chairperson of the Joint Management Body becomes vacant if they:
 - (i) resign their position by notice delivered to the CEO; or
 - (ii) are absent without leave from the CEO for three consecutive meetings of which they have notice under clause 26; or
 - (iii) are removed from the position by the Joint Management Body under clause 5.7 or 5.8; or
 - (iv) die.
- (b) If the position of the Chairperson of the Joint Management Body becomes vacant for any reason, including because of paragraph (a), a

new Chairperson of the Joint Management Body shall be elected in accordance with clause 5.3.

5.7. Removal for bankruptcy

- (a) The Joint Management Body may remove a Member, including the Chairperson of the Joint Management Body, in accordance with this clause.
- (b) A Member who is:
 - (i) according to the *Interpretation Act 1984* (WA) section 13D, bankrupt or a person whose affairs are under insolvency laws; or
 - (ii) disqualified from managing a corporation under Part 2D.6 of the *Corporations Act 2001* (Cth) or under Part 6-5 of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth), unless the Member has obtained the permission of the Registrar of Aboriginal and Torres Strait Islander Corporations or leave granted by a court of competent jurisdiction to manage a corporation following disqualification,

shall at the first meeting after they become aware of that fact, disclose it to the Remaining Representative Members who are at that meeting (**Disclosure**), and the Disclosure shall be recorded in the minutes.

- (c) Following a Disclosure under paragraph (b), the Remaining Representative Members shall vote in accordance with clause 10 as to whether the disclosing Member shall be removed from the Joint Management Body, the results of which vote shall be recorded in the minutes.
- (d) If the Remaining Representative Members vote to remove a Member from the Joint Management Body under paragraph (c), the position of that Member becomes vacant for the purposes of clause 5.5 or, if it is the Chairperson of the Joint Management Body, for the purposes of clause 5.6.

5.8. Removal for misbehaviour etc

- (a) In this clause, misbehaviour includes behaving in a manner that renders the Member unfit to be a Member even if the conduct does not relate to any function of the Joint Management Body.
- (b) A Representative Member may move that the performance of a Member, including the Chairperson of the Joint Management Body, is impaired by misbehaviour or incompetence or mental or physical incapacity other than temporary illness.

- (c) Where paragraph (b) applies, the Remaining Representative Members shall vote as to whether the Affected Member's performance is impaired by misbehaviour or incompetence or mental or physical incapacity other than temporary illness, the results of which shall be recorded in the minutes.
- (d) If the remaining Representative Members vote under paragraph (c) that the Affected Member's performance is impaired by misbehaviour or incompetence or mental or physical incapacity other than temporary illness, the position of that Member becomes vacant for the purposes of clause 5.5 or, if it is the Chairperson of the Joint Management Body, for the purposes of clause 5.6.

5.9. Conflict of interest

- (a) A Representative Member who has a material personal or financial interest in a matter that is being considered by a meeting of the Joint Management Body (**Conflict of Interest**) shall, as soon as possible after they are aware of this interest, disclose the nature of their Conflict of Interest to the other Representative Members who are at that meeting, and that disclosure shall be recorded in the minutes.
- (b) Subject to paragraph (c), if a Representative Member discloses a Conflict of Interest in a matter under paragraph (a), the Representative Member shall not:
 - (i) take part in the consideration or discussion of the matter; or
 - (ii) vote on the matter.
- (c) Following the disclosure of a Conflict of Interest under paragraph (a):
 - (i) the Representative Members other than the Representative Member with a Conflict of Interest shall vote in accordance with clause 10 as to whether the Representative Member with the Conflict of Interest may take part in the consideration or discussion of the matter and/or vote on the matter; and
 - (ii) the results of that vote shall be recorded in the minutes of the meeting.
- (d) A Representative Member shall not be taken to have a Conflict of Interest solely due to that Representative Member's particular traditional interest or seniority in relation to an area of sea or land country within or adjoining the Conservation Estate or because they are a native title claimant.

5.10. Invitation to attend a meeting of the Joint Management Body

- (a) The Joint Management Body may invite an organisation or individual to attend a Joint Management Body meeting to provide advice on any issue the Joint Management Body deems necessary.
- (b) The Native Title Group Representatives, on the request or advice of the PBC, may invite up to four (4) advisors to attend a Joint Management Body meeting to assist and provide advice to them on any issue they deem necessary, provided that any costs associated with the attendance of any advisors must first be agreed by the Parties.
- (c) The Chairperson of the Joint Management Body must notify the CEO 2 weeks prior to a Joint Management Body meeting of the Gnulli Representatives' intention to invite an advisor under paragraph (i).
- (d) The Joint Management Body has absolute discretion to determine at which meetings, or part of a meeting, an invitee shall be present.
- (e) Invitees do not have a right to vote at a Joint Management Body meeting.
- (f) At the discretion of the Joint Management Body, invitees may be paid fees for attending meetings of the Joint Management Body.

6. CONVENING MEETINGS

6.1. First meeting

Within sixty (60) days of the Commencement Date, the CEO shall convene the first meeting of the Joint Management Body, to be held at a place agreed by the Parties.

6.2. Subsequent meetings

- (a) Subject to paragraph 1.1(c)(i) or 1.1(c)(ii), the CEO shall be responsible for convening meetings.
- (b) At the first meeting, or at any subsequent meeting, the Joint Management Body shall decide the place for the subsequent meeting or meetings.

6.3. Frequency

- (a) Subject to (b), the Joint Management Body shall meet at least once every twelve (12) months.
- (b) During the first twelve (12) months of operation of the Joint Management Body they shall meet at least three (3) times.
- (c) The Joint Management Body may meet more often in the following circumstances:

- (i) the Native Title Group Representatives, on the advice of the PBC, request a meeting of the Joint Management Body by giving at least fifteen (15) Business Days' notice to the CEO, upon which the CEO shall convene a meeting; or
- (ii) the CEO calls a meeting of the Joint Management Body by giving at least fifteen (15) Business Days' notice to the Members.

6.4. Administrative responsibility

The CEO shall provide administrative support for the Joint Management Body, including preparing and circulating meeting notices, agendas and papers, and the PBC may assist with that support.

6.5. Travel Allowance

The Native Title Group Representatives shall be paid a travel allowance consistent with an amount determined from time to time to be reasonable by the Australian Commissioner of Taxation (being, for example, the amount determined to be reasonable for the substantial exception in Subdivision 900-B of the *Income Tax Assessment Act 1997* (Cth)).

7. PROCEDURE

The Joint Management Body may adopt such further rules and procedures from time to time as it considers necessary, but if there is any inconsistency between those rules and procedures and this Agreement, this Agreement prevails.

8. SUB-COMMITTEES

The Joint Management Body may appoint sub-committees (comprising any Member and any other persons) to investigate, consider and advise, or to make recommendations to, the Joint Management Body on such matters as the Joint Management Body sees fit.

9. QUORUM

At any meeting of the Joint Management Body, four (4) Representative Members constitute a quorum, comprising at least two (2) Native Title Group Representatives and at least two (2) Representative Members nominated by the CEO.

10. VOTING

- (a) Subject to sub-clause 1.1(b) each Representative Member, including the Chairperson of the Joint Management Body, has one vote.
- (b) Subject to paragraph (c), the Joint Management Body shall try to reach a unanimous decision.

- (c) If the Joint Management Body cannot reach a unanimous decision, a decision shall be made by a majority of the Native Title Group Representatives present at the meeting AND a majority of the Representative Members nominated by the CEO present at the meeting.
- (d) Except for matters under clause 12, if a majority of each of the Native Title Group Representatives present at the meeting and the Representative Members nominated by the CEO present at the meeting cannot agree the outcome of the same agenda item at two (2) consecutive meetings of the Joint Management Body, then the business the subject of that agenda item becomes a Dispute for the purposes clause 12.

11. HERITAGE MATTERS

- (a) The Joint Management Body, in consultation with the PBC, will endeavour to develop an Aboriginal Heritage protection protocol concerning the management of Aboriginal Heritage and other matters under the *Aboriginal Heritage Act* with respect to areas within the Conservation Estate.
- (b) The Parties acknowledge and agree that:
 - (i) nothing in this Agreement purports to authorise an act or omission that would be in breach of the *Aboriginal Heritage Act* and any other applicable laws in relation to Aboriginal Heritage and its protection;
 - (ii) subject to sub-clauses (iv), (v) and (vi) of this clause, the PBC's preferred Aboriginal Heritage service provider will be utilised;
 - (iii) the Aboriginal Heritage protection protocol referred to in subclause (a) will address any matters relevant to the management of Aboriginal Heritage in the Conservation Estate, including:
 - (A) a requirement that all cultural information provided by members of the PBC regarding their Aboriginal Heritage, and advice and recommendations contained in any accompanying report, remains the intellectual property of the PBC;
 - (B) a requirement that Aboriginal Heritage information will not be recorded or released to any person or entity without the express written consent of the PBC;
 - (C) identification of any circumstances where the prior consent of the PBC or a survey to assess impacts on Aboriginal Heritage may be required before activities are carried out in the Agreement Area, by

reference to the following matters (without limitation):

- (I) the nature of proposed activities;
 - (II) whether there has been any previous Aboriginal heritage survey and the age, methodology, participants, standard and results of that survey;
 - (III) the extent to which the relevant land has been affected by previous ground disturbing activities;
 - (IV) whether the Aboriginal Heritage Act Register under the *Aboriginal Heritage Act* discloses any Aboriginal Sites on the relevant land;
 - (V) any relevant matters relating to the Native Title Group's practices, laws and customs; and
 - (VI) any other relevant matters raised by the PBC or the party proposing to carry out the activity;
- (iv) when procuring goods and services for the purposes of this clause, the CEO will act in accordance with State Government procurement laws, regulations, policies and guidelines that apply from time to time, which includes as at the Commencement Date the *State Supply Commission's Open and Effective Competition Policy*, which was amended in 2012 to include an exemption designed to increase opportunities for Aboriginal businesses to secure contracts;
- (v) before any work is carried out by the PBC's preferred Aboriginal Heritage service provider, the provider must submit for approval by the CEO a written and itemised estimate of their costs of providing the services, including the timing and terms for the provision of services and payment of costs; and
- (vi) if at any time the CEO has reasonable concerns about the competence of the Aboriginal Heritage service provider nominated by the PBC or the terms on which the services are proposed to be provided, including the cost, timing or other terms for the provision of the services, the CEO may request the PBC to nominate another appropriately qualified professional to act as Aboriginal Heritage service provider.

12. JOINT MANAGEMENT BODY DISPUTE

12.1. Referral to CEO and Native Title Group Representatives

- (a) If the circumstances in clause (d) arise, the Chairperson of the Joint Management Body shall, within five (5) Business Days of the second meeting, give notice of the Dispute to the CEO and the Native Title Group Representatives, setting out details of the Dispute.
- (b) Upon receiving notice of a Dispute under paragraph (a), the CEO and the Native Title Group Representatives, shall, within twenty (20) Business Days of the date of that notice:
 - (i) decide the Dispute; or
 - (ii) refer the Dispute to a mediator in accordance with clause 12.2; or
 - (iii) remit the Dispute to the Joint Management Body to decide; or
 - (iv) refer the Dispute to the Minister to decide under clause 12.3.
- (c) When deciding the Dispute under sub-paragraph (b)(i), the CEO and the Native Title Group Representatives may consult with any person.
- (d) A determination of the Dispute by the CEO and the Native Title Group Representatives under subparagraph (b)(i) shall be deemed to be a determination of the Joint Management Body.
- (e) If the CEO and the Native Title Group Representatives are unable to agree what course of action to take under paragraph (b), they shall refer the Dispute to a mediator and clause 12.2 applies.

12.2. Referral to Mediation

- (a) The CEO and Native Title Group Representatives will try to agree on a mediator, who is a member of a recognised professional mediation group, to mediate the Dispute.
- (b) If within ten (10) Business Days after a referral under clause 12 (b)(ii) or 12.1(e) the CEO and the Native Title Group Representatives cannot agree on a mediator, the Chairman of Resolution Institute will appoint a mediator at the request of either Party.
- (c) The CEO and the Native Title Group Representatives shall engage in the mediation process in good faith and with the aim of reaching a resolution of the Dispute.
- (d) The role of the mediator is to assist in negotiating a resolution of the Dispute, during or following which the CEO and the Native Title Group Representatives may resolve the Dispute.

- (e) Any information or documents disclosed by the CEO and the Native Title Group Representatives under this clause 12:
 - (i) must be kept confidential; and
 - (ii) may only be used to attempt to resolve the Dispute.
- (f) Prior to the referral of a Dispute to a mediator appointed under this clause, the Parties must agree the total costs to be paid by the CEO for the mediation, provided that if the total costs of the mediation exceed the amount agreed by the CEO (Additional Cost) then the CEO will only be required to pay for half of the Additional Costs, unless otherwise agreed between the Parties.
- (g) If the CEO and the Gnulli Representatives fail to resolve the Dispute by mediation within twenty (20) Business Days of the commencement of the mediation by the mediator, or such further time as is agreed by the CEO and the Native Title Group Representatives, either the CEO or the Native Title Group Representatives may refer the Dispute to the Minister under clause 12.3.

12.3. Referral to Minister

- (a) If the CEO and the Native Title Group Representatives refer the Dispute to the Minister for a decision, the Minister shall consult with the CEO and the Native Title Group Representatives regarding how the Dispute ought to be determined and do one or both of the following:
 - (i) decide how the Dispute is to be determined; or
 - (ii) decide the Dispute.
- (b) For the avoidance of doubt, the Minister is not required to act in accordance with any advice or recommendation made by the CEO or the Native Title Group Representatives in the course of the consultation process.
- (c) A determination of the Dispute by the Minister under this clause 12.3 shall be deemed to be a decision of the Joint Management Body.

12.4. Obligations continue

If a Dispute is being dealt with under any part of this clause 12, the Joint Management Body shall, pending the making of a decision on the Dispute, continue to perform its obligations under this Agreement so far as circumstances will allow and such performance will be without prejudice to the final decision on the Dispute.

13. REVIEW

- (a) The Parties shall review this Agreement, including assessing its operation and implementation, in the following circumstances, whichever is the sooner:
 - (i) a substitute management plan for the Management Plan is being prepared for the purposes of Part II Division 3 of the CALM Act; or
 - (ii) they agree that a review is necessary; or
 - (iii) where the Chairperson of the Joint Management Body gives Notice to the CEO and the Native Title Group Representatives in accordance with clause 1.1(a) three (3) times over any twelve (12) month period.
- (b) A review under paragraph (a) shall be commenced within six (6) months of the circumstances in subparagraphs (a)(i), (a)(ii) or (a)(a)(iii) occurring.
- (c) The review shall be undertaken by persons selected by the Parties in accordance with terms of reference agreed to by the Parties.
- (d) The agreed costs of the review shall be met by the CEO.

14. VARIATION

To the extent permitted by law, the Parties may vary this Agreement by Deed of Variation.

15. OBLIGATION OF PARTIES IN RESPECT OF MEMBERS

- (a) Each Party shall use all reasonable efforts to procure that its Representative Members perform their role and comply with their obligations as members of the Joint Management Body under this Agreement, having regard to and in accordance with:
 - (i) the role of the Joint Management Body in clause 4; and
 - (ii) the CALM Act; and
 - (iii) any other applicable State legislation.
- (b) For the purposes of clause 1.1(a)(iv), each Party must ensure that its Representative Members attend each meeting of the Joint Management Body in sufficient number so as to achieve quorum for the purposes of clause 9.

16. DEFAULT AND ENFORCEMENT

16.1. Events of Default

- (a) In this clause 16, a reference to a Party means a party to the Event of Default.
- (b) A Party (**Defaulting Party**) causes an **Event of Default** for the purposes of this clause 16 where:
 - (i) the Party commits a breach of this Agreement that is incapable of being remedied; or
 - (ii) the Party breaches clauses 5.1, 17.1, 18 or 23; or
 - (iii) the Party breaches its obligation in clause 15 in respect of a Member's obligations in clauses 5.7, 5.8 and 5.9; or
 - (iv) the Party breaches its obligation in clause 15(b) in respect of three (3) consecutive meetings;
 - (v) the Party commits three (3) breaches of its obligations under this Agreement over any twelve (12) month period, provided that the Party not in breach has given the Defaulting Party notice of any such breaches and whether or not the Defaulting Party has rectified such breaches; or
 - (vi) an Insolvency Event occurs in relation to that Party.

16.2. Default under clause 1.1(a)(i) to 1.1(a)(v)

- (a) If a Defaulting Party causes an Event of Default under clause 1.1(a)(i), 1.1(a)(ii), 1.1(a)(iii), 1.1(a)(iv) or 1.1(a)(v), the other Party (**Non-defaulting Party**) may serve a notice (**Default Notice**) on the Defaulting Party specifying the Event of Default.
- (b) Upon receiving a Default Notice, the Defaulting Party shall:
 - (i) where the Event of Default is capable of being remedied;
 - (A) remedy the Event of Default within twenty (20) Business Days; or
 - (B) if the Event of Default cannot reasonably be remedied in twenty (20) Business Days, demonstrate that it is taking steps in good faith to remedy the Event of Default and continue to take such steps until the Event of Default is remedied, provided that the default must be remedied by no later than three (3) months from the date of the Default Notice; or

- (ii) where the Event of Default is not capable of being remedied, and within a period of twenty (20) Business Days commencing on the date of the Default Notice, take all steps to the satisfaction of the Non-defaulting Party (acting reasonably) to ensure that further breaches of this Agreement do not occur.

16.3. Suspension of Obligations

The Non-defaulting Party may, by notice in writing to the Defaulting Party, suspend the performance of its obligations and the Defaulting Party's rights under this Agreement until clause (b) is complied with, or the Event of Default no longer exists, as applicable.

16.4. Duty to mitigate

A Party must take all reasonable steps open to it to mitigate the effects of an Event of Default.

16.5. Remedies exercised under this clause 16 do not prejudice any other rights a Party may have

Any remedy exercised under this clause 16 is without prejudice to any other rights a Party may have under this Agreement or otherwise at law (including the right to seek interlocutory relief and specific performance).

17. PARTY DISPUTES

17.1. No Court proceedings

If a dispute arises under this Agreement between the Parties (**Party Dispute**), other than a dispute of the type referred to in clause 11, a Party must comply with this clause 17 before commencing court proceedings (except proceedings for urgent interlocutory relief).

17.2. Notification

A Party claiming that a Party Dispute has arisen must give the other Party notice setting out the details of the Party Dispute.

17.3. Parties to resolve Party Dispute

During the twenty (20) Business Days after a notice is given under clause 17.2 (or longer period if the Parties agree in writing), each Party must use its reasonable endeavours to resolve the Party Dispute. If the Parties cannot resolve the Party Dispute within that period, any Party may request that the Party Dispute be referred to a mediator and, if a Party so requests, the Party Dispute must be referred to mediation in accordance with clause 17.4.

17.4. Mediation

- (a) If the Parties cannot agree on a mediator within ten (10) Business Days after a request under clause 17.3, the Chairman of Resolution Institute will appoint a mediator at the request of either Party.
- (b) The role of the mediator is to assist in negotiating a resolution of the Party Dispute. A mediator may not make a binding decision on a Party to the Party Dispute, except if that Party agrees in advance in writing.
- (c) Any information or documents disclosed by a Party under this clause 17.4:
 - (i) must be kept confidential; and
 - (ii) may only be used to attempt to resolve the Party Dispute.
- (d) Each Party must pay its own costs of complying with this clause 17.4 and the CEO will pay the reasonable costs of any mediator.
- (e) The Parties will engage in the mediation process in good faith and with the aim of reaching a resolution of the Party Dispute. If the Parties fail to achieve a resolution of the Party Dispute by mediation within twenty (20) Business Days of the appointment of a mediator under this clause, or such further time as is agreed by the Parties, any Party may take such action as it considers appropriate, including (subject to paragraph (f)) commencing legal proceedings.
- (f) If a Party breaches either clause 17.3 or 17.4, the other Party does not have to comply with those clauses in relation to the Party Dispute before commencing legal proceedings.

18. CONFIDENTIALITY

18.1. Between Parties

- (a) Subject to paragraph (b), all information disclosed by one Party to another Party during negotiations leading up to executing this Agreement and during the term of this Agreement, that is identified by the Disclosing Party as confidential, is confidential and must be kept confidential and shall not be disclosed except as permitted by clause 18.
- (b) The following information is not Confidential Information for the purposes of clause 18.1:
 - (i) information that the Receiving Party, prior to disclosure, already knew or created (whether alone or jointly with any third person) independently of the Disclosing Party; or

- (ii) information that is public knowledge (otherwise than as a result of a breach of confidentiality by the Receiving Party or any of its permitted disclosees).

18.2. Gender sensitive information

Any information disclosed by members of the PBC during negotiations leading up to executing this Agreement, or by Native Title Group Representatives or members of the PBC during the term of this Agreement, and which is identified as gender sensitive (either men only or women only), shall not be disclosed to a person of the opposite gender, except as permitted by this clause 18.

18.3. Between Members of the Joint Management Body

- (a) Subject to paragraph (b), all information disclosed by a member of the Joint Management Body to another member of the Joint Management Body, during the term of this Agreement and the operation of the Joint Management Body, and that is identified by the Disclosing Party as confidential, shall be deemed and kept as confidential and shall not be disclosed except as permitted by clause 18.
- (b) The following information is not Confidential Information for the purposes of clause 18.3:
 - (i) information that the Receiving Party, prior to disclosure, already knew or created (whether alone or jointly with any third person) independently of the Disclosing Party; or
 - (ii) information that is public knowledge (otherwise than as a result of a breach of confidentiality by the Receiving Party or any of its permitted disclosees).

18.4. Permitted disclosure

A Receiving Party may, in turn, disclose Confidential Information:

- (a) if it has the prior written consent of the Disclosing Party;
- (b) to the extent required by law or applicable securities regulation or rule;
- (c) subject to clause 18.5, in connection with any dispute or litigation concerning the Agreement or its subject matter;
- (d) to the Receiving Party's members, officers, employees, agents, auditors, advisers, financiers and consultants and related bodies corporate;
- (e) subject to clause 18.5, to a Registered Native Title Body Corporate under this Agreement; and

- (f) to any judicial, legislative or executive arm of the Government of Western Australia.

18.5. Disclosure requirements

Before making any disclosure to a person under clause 18.4, the Receiving Party must:

- (a) inform the entity or person to whom the Confidential Information is being disclosed of the Receiving Party's obligations under this Agreement;
- (b) notify the Disclosing Party and give the Disclosing Party a reasonable opportunity to take any steps it considers necessary to protect the confidentiality of the information; and
- (c) in the case of a disclosure to a person or entity under clause (e), ensure that the person or entity executes a deed with the PBC, in such form acceptable to the Disclosing Party (acting reasonably), imposing on the person or entity an undertaking of confidentiality having substantially similar effect to clause 18.

18.6. Party may seek injunction

The Parties acknowledge that:

- (a) they are aware that any breach of clause 18 may result in other Parties suffering loss or damage, for which monetary damages may not be an adequate remedy; and
- (b) in the event of a suspected or actual breach of clause 18 or any obligation of confidentiality under this Agreement, any adversely affected Party is entitled to seek injunctive relief or an order for specific performance of the terms of clause 18.

18.7. No waiver or transfer of intellectual property rights

Disclosure of Confidential Information in connection with this Agreement does not waive or transfer any intellectual property rights in that Confidential Information held by a disclosing Party.

19. TERM AND TERMINATION

19.1. Term

Subject to clause 19.2, this Agreement remains in force from the Commencement Date for as long as the Management Plan remains in force.

19.2. Termination

- (a) This Agreement shall terminate in the following circumstances, whichever is the sooner:

- (i) the Management Plan expires and a new plan is substituted for it; or
 - (ii) the Management Plan is revoked and a new plan is substituted for it; or
 - (iii) a new agreement is substituted for this Agreement; or
 - (iv) the Management Plan is amended so that joint management is no longer required; or
 - (v) the ILUA terminates in accordance with its terms.
- (b) In the circumstances outlined in sub-paragraphs 19.2(a)(i) and (a)(ii), the CEO shall attach a new joint management agreement, identical to this Agreement or this Agreement varied as agreed by the Parties, for the purposes of section 56A(3) of the CALM Act, unless the new plan does not require joint management.

20. INTELLECTUAL PROPERTY

No change of ownership which may exist in any Party's intellectual property will occur by its being made available to the Joint Management Body, the Department, the State, the Native Title Party or any other party pursuant to this Agreement.

21. CHIEF EXECUTIVE OFFICER OBLIGATIONS MAY BE PERFORMED BY OTHER OFFICERS

Any reference to the CEO in this Agreement includes a reference to the CEO acting through the agency of a Departmental officer.

22. ACTS BY STATE – NO FETTER UPON DISCRETION

Nothing in this Agreement can fetter or control the exercise by any person of a statutory power or discretion otherwise than in accordance with the statute.

23. NO ASSIGNMENT WITHOUT CONSENT

The Native Title Group and the PBC may not assign or otherwise dispose of their right, title, obligations or interests under this Agreement except with the consent of the CEO.

24. FORCE MAJEURE AND ABORIGINAL CULTURAL BUSINESS

- (a) In the event that a Party becomes wholly or partly unable because of Force Majeure or, in the case of the Native Title Group and the PBC, Aboriginal Cultural Business, to perform any of its obligations under the Agreement, then the Agreement shall nevertheless continue and remain in force and effect, but that Party shall not be in default for as long as it continues to be prevented or delayed by such Force Majeure or Aboriginal Cultural Business, as the case may be, and the time within which such a Party is required to perform any work or satisfy

any obligation shall be extended by a period equivalent to that during which such prevention or delay continues, provided that:

- (i) the cause of the Force Majeure as far as possible shall be remedied as soon as is reasonably practicable by the affected Party; or
 - (ii) the Aboriginal Cultural Business is addressed by the the Native Title Group or the PBC (as applicable) as soon as is reasonably practicable; and
 - (iii) no Party shall be required to settle any strike, lockout, or other industrial disturbance on terms that it does not regard as satisfactory.
- (b) The Party affected by any event of Force Majeure, or the Native Title Group and the PBC when affected by Aboriginal Cultural Business, shall immediately give notice to the other Parties of the occurrence of such event and the likely period of delay. The notice must:
- (i) specify the obligations it cannot perform;
 - (ii) fully describe the event of Force Majeure, or identify to the extent that is culturally appropriate the Aboriginal Cultural Business;
 - (iii) estimate the time during which the Force Majeure or Aboriginal Cultural Business will continue; and
 - (iv) specify the measures proposed to be adopted to remedy or abate the Force Majeure or, the reasonable steps that will be taken to address the Aboriginal Cultural Business.
- (c) The Party affected by the Force Majeure or Aboriginal Cultural Business, shall give immediate notice of the cessation of the delay.
- (d) The Party that is prevented from carrying out its obligations under this Agreement as a result of an event of Force Majeure or Aboriginal Cultural Business must take all action reasonably practicable to mitigate any loss suffered by the other Party as a result of its failure to carry out its obligations under this Agreement.
- (e) If the Force Majeure cannot be overcome or the Aboriginal Cultural Business cannot be addressed within three (3) months either Party may, by written notice to the other Party, suspend the performance of its obligations and the affected Party's rights under this Agreement until the Force Majeure or Aboriginal Cultural Business has ceased.

25. GENERAL

25.1. Entire agreement

The Agreement constitutes the entire agreement between all of the Parties as to its subject matter and, in relation to that subject matter, supersedes any prior

understanding or agreement between any of the Parties and any prior condition, warranty, indemnity or representation imposed, given or made by a Party.

25.2. Governing law and jurisdiction

- (a) The Agreement is governed by the law applicable in the State of Western Australia.
- (b) Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia.

25.3. Severance

If any provision of the Agreement is void, voidable by any Party, unenforceable or illegal according to the law in force in the State of Western Australia, it shall be read down so as to be valid and enforceable or if it cannot be so read down, the provision (or where possible the offending words), shall be severed from the Agreement to the extent necessary, unless it would materially change the intended effect and objectives of the Agreement.

25.4. Election and waiver

A right or power under the Agreement shall only be deemed to be waived by notice in writing, signed by the Party waiving the right or power, and:

- (a) no other conduct of a Party (including a failure to exercise, a delay in exercising or a partial exercise of a right or power or any forbearance or indulgence granted by one Party to another Party in respect of a right or power) operates as a waiver of the right or power or otherwise prevents the exercise of that right or power;
- (b) a waiver of a right or power on one or more occasions by a Party does not operate as a waiver of that right or power if it arises again in the future or prejudices that Party's other rights or powers or future rights or powers in respect of the right or power waived; and
- (c) the exercise of a right or power does not prevent any further exercise of that right or power or of any other right or power.

25.5. Survival

Clauses 1, 17, 18, 25 (except 25.4), and 26 survive termination of this Agreement.

26. NOTICE

Each notice or other communication given under this Agreement:

- (a) shall be in writing;
- (b) shall be delivered to the intended recipient by prepaid post or by hand or e-mail to the address or e-mail address below or the address or e-mail address last notified by the intended recipient to the sender;

- (c) will be taken to be duly given or made:
- (i) in the case of delivery in person, when delivered;
 - (ii) in the case of delivery by post, seven (7) days after the date of posting; and
 - (iii) in the case of e-mail, on receipt by the sender of an automated message confirming delivery or four (4) hours after the time it was sent.

- (d) the Parties addresses for communications are those set out below, or as a Receiver notifies the sender:

CEO (DBCA)

17 Dick Perry Avenue, Technology Park, Western Precinct,
Kensington, Western Australia, 6151.

PBC

c/o YMAC, Level 8, 12-14 The Esplanade, Perth, Western Australia,
6000.

EXECUTION

Executed by the Parties as an agreement.

The **COMMON SEAL** of the **CONSERVATION AND LAND MANAGEMENT EXECUTIVE BODY**)
a body corporate established under section 36 of the)
Conservation and Land Management Act)
was affixed hereto in the presence of:)



A handwritten signature in blue ink, appearing to be 'J. Debono', written over a horizontal line.

Signature of Chief Executive Officer

21.12.22

Date

A handwritten signature in blue ink, 'Debono', written over a horizontal line.

Signature of witness

Jennifer Catherine Debono

Full name of witness (print)

1288 Whitfield St, BASSENDEAN WA 6054

Address of witness

Public Servant

Occupation of witness

EXECUTED in accordance with s.99-5 of)
the *Corporations (Aboriginal and Torres)*
Strait Islander) Act 2006 (Cth) on behalf of)
the **NGANHURRA THANARDI)**
GARRBU ABORIGINAL)
CORPORATION (ICN 9183) by:



Director (Signature)

Paul . BARON

Director (print name)

30/11/22 .

Date



Director (Signature)

KARLA TITNUMS .

Director (print name)

30/11/22 .

Date

SCHEDULE 1
NINGALOO MARINE PARK

SCHEDULE 2
CAPE RANGE NATIONAL PARK

