

DATED 2 ^{APRIL} DAY OF MARCH 2012

FUNDING AND SERVICE AGREEMENT
("the Agreement")

BETWEEN

THE MINISTER FOR SUSTAINABILITY,
ENVIRONMENT AND CONSERVATION
(to be administered by the
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (SA))
(ABN 36 702 093 234)
("the Department")

AND

NGARRINDJERI REGIONAL AUTHORITY INCORPORATED
(ABN 50 034 502 372),
NGARRINDJERI HERITAGE COMMITTEE INCORPORATED
(ABN 43 370 458 821),
NGARRINDJERI NATIVE TITLE MANAGEMENT COMMITTEE
and NGARRINDJERI TENDI INCORPORATED
for and on behalf of the NGARRINDJERI PEOPLE
("the Ngarrindjeri")

NGARRINDJERI PARTNERSHIPS PROJECT
COORONG LOWER LAKES AND MURRAY MOUTH (CLLMM)

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FUNDING AND SERVICE AGREEMENT

BETWEEN

MINISTER FOR SUSTAINABILITY, ENVIRONMENT AND CONSERVATION a body corporate pursuant to the *Administrative Arrangements Act 1994* (SA), to be administered by Department of Environment and Natural Resources (South Australia) of GPO Box 1047 ADELAIDE, South Australia, 5001, ABN 36 702 093 234 ("the Department")

AND

NGARRINDJERI REGIONAL AUTHORITY INCORPORATED a body corporate pursuant to the *Associations Incorporation Act 1985* (SA), (ABN 50 034 502 372), **NGARRINDJERI HERITAGE COMMITTEE INCORPORATED**, (ABN 43 370 458 821), **NGARRINDJERI NATIVE TITLE MANAGEMENT COMMITTEE** and the **NGARRINDJERI TENDI INCORPORATED FOR AND ON BEHALF OF THE NGARRINDJERI PEOPLE** of Post Office Box 126 MENINGIE, South Australia, 5246 ("the Ngarrindjeri")

RECITALS

- A. The *Ngarrindjeri Regional Partnership Agreement*, dated 16 July 2008 and renewed on 20 May 2011, was entered between the Ngarrindjeri Regional Authority Incorporated, the Australian Government and the State Government of South Australia to establish the Parties' shared responsibility for building social and economic assets in the Ngarrindjeri Region, opportunities for economic development for the Ngarrindjeri community and increased involvement in *Caring for Country* activities (annexed at Annexure 2).
- B. The Ngarrindjeri Peoples (represented by three Ngarrindjeri organisations: Ngarrindjeri Tendi Incorporated, Ngarrindjeri Heritage Committee Incorporated, and the Ngarrindjeri Native Title Management Committee) and the Crown in right of South Australia (represented by four Ministers of the Crown: the Minister for Environment and Conservation, the Minister for Aboriginal Affairs and Reconciliation, the Minister for the River Murray and the Minister for Agriculture, Food and Fisheries) entered into the *Kungun Ngarrindjeri Yunnan Agreement*, dated 5 June 2009 (annexed at Annexure 3).
- C. The KNY Agreement facilitates the participation of the Ngarrindjeri Peoples, as acknowledged traditional owners, in the management and rehabilitation of the lands and waters of the Murray River, Lower Lakes and Coorong and adjacent areas, that is, the land subject of Native Title Claim SC98/4. (see map in Annexure 5) ("the Ngarrindjeri Region").
- D. *Caring for Country* is a phrase used by Aboriginal people including the Ngarrindjeri to describe the critical importance of looking after their relationships with their traditional lands. Beyond understanding humanity as embedded within ecological webs of life, 'country' also encompasses history, culture, religion, law, language, totems and family. Ngarrindjeri have cultural obligations and responsibilities to care for country in all of its different forms.
- E. The Department of Environment and Natural Resources is conducting the *Lower Lakes and Coorong Recovery* project, being one of the four priority projects comprising the *Murray Futures* program, an Australian Government *Water for the Future* initiative.

- F. The Department has finalised early works (the Early Works) for the *Lower Lakes and Coorong Recovery* project, referred to in South Australia as the *Coorong, Lower Lakes and Murray Mouth (CLLMM) Program*.
- G. By this Agreement, the Department engages the Ngarrindjeri to deliver the Services, which are described as the *Ngarrindjeri Partnerships* project (the Project), in accordance with Schedule 7 - The Services.
- H. By this Agreement the Minister will facilitate participation and capacity building of the Ngarrindjeri in respect to the restoration, protection and maintenance of the Ngarrindjeri Region, particularly in relation to the ability of the Ngarrindjeri to be engaged and fully participate in the CLLMM Program including Aboriginal Heritage Risk Management.
- I. The following comprise the CLLMM Program outcomes:
 - 1. The site maintains salinity gradients close to historic trends, variable lake levels, and an open Murray Mouth.
 - 2. The ecological character that gives the Coorong, Lower Lakes and Murray Mouth wetland its international significance is protected.
 - 3. The ecosystem is more resilient and can adapt to a variable climate.
 - 4. The culture of the traditional owners, the Ngarrindjeri, is preserved and promoted through partnerships and involvement in projects.
 - 5. The local communities that depend on the health of the site are supported with a view to improving their resilience.
 - 6. Capacity, knowledge and understanding are increased across communities.
- J. The following comprise the Ngarrindjeri long-term Caring for Country objectives that the Project will contribute towards:
 - 1. Protect Ngarrindjeri cultural heritage and unique relationship with, and responsibilities for, the region;
 - 2. Develop and nurture strong and productive partnerships between Ngarrindjeri, industry, government and others;
 - 3. Build professional and culturally appropriate Ngarrindjeri capacity to engage meaningfully with current and future actions to restore the health of the Coorong, Lower Lakes and Murray Mouth;
 - 4. Ensure Ngarrindjeri participation in governance mechanisms and integrate their interests and perspectives into planning, research and policy development;
 - 5. Ensure Ngarrindjeri play a major role in implementing strategies to develop a resilient and healthy future for the lands and waters and all living things;
 - 6. Increase economic and social wellbeing within the Ngarrindjeri community
 - 7. Support Ngarrindjeri enterprises within a growing contemporary Ngarrindjeri economy.
- K. This Agreement is subject to Australian Government endorsement of the Ngarrindjeri Partnerships *Five Year Detailed Work Plan*, annual *Project Work Plans* and the execution of the Department and Australian Government's *Long Term Funding Deed*.

1. DEFINITIONS

In this Agreement, unless the context otherwise requires:

- 1.1. **"Aboriginal heritage"** means Aboriginal areas, sites, objects and remains protected by the *Aboriginal Heritage Act 1988* (SA) and the *Aboriginal and Torres Strait Islander Heritage Protection Act 1988* (Commonwealth);
- 1.2. **"Aboriginal Heritage Risk Management"** means management of the risk of the Department breaching any obligations under section 23 of the *Aboriginal Heritage Act 1988* (SA) and includes monitoring and any other actions required with respect to risk management of Activities;
- 1.3. **"Activities"** means all CLLMM Program Projects described in Schedule 7 - The Services;
- 1.4. **"Agreement"** means this Funding and Service Agreement;
- 1.5. **"AHA"** means that *Aboriginal Heritage Act 1988* (SA);
- 1.6. **"Chief Executive"** means the person occupying, or acting in the position of Chief Executive of the Department, and includes an authorised delegate;
- 1.7. **"CLLMM"** means Coorong, Lower Lakes and Murray Mouth;
- 1.8. **"the CLLMM Program"** means the *Murray Futures: Lower Lakes and Coorong Recovery* project currently being conducted by the Department, referred to in South Australia as the *Coorong, Lower Lakes and Murray Mouth (CLLMM)* program;
- 1.9. **"the CLLMM Program Outcomes"** means the rationalised long-term program outcomes combining the Long-Term Plan outcomes and the CLLMM Business Case objectives;
- 1.10. **"the CLLMM Region"** means the land and waters of the Coorong, Lower Lakes and Murray Mouth and surrounding areas;
- 1.11. **"CoAG"** means the Council of Australian Governments;
- 1.12. **"Co-managed park"** means a national park or conservation park in relation to which a co-management agreement is in force under Part 3 of the *National Parks and Wildlife Act 1972* (SA) ("the NPWA");
- 1.13. **"Co-management agreement"** means a co-management agreement under Division 6A of Part 3 of the NPWA;
- 1.14. **"Commencement Date"** means the date specified in Item 1 of Schedule 3;
- 1.15. **"Completion Date"** means the date specified in Item 2 of Schedule 3;
- 1.16. **"Confidential Information"** means information that is disclosed by, or on behalf of, a Party to this Agreement to the other Party to this Agreement, which by its nature, or by the circumstances in which it is disclosed, is confidential. It does not include information that is public knowledge, unless it has become public knowledge by way of a breach of this Agreement;
- 1.17. **"Conflict of Interest"** means a potential, apparent or real conflict between a Party's interest in relation to a matter and the Party's duty to another regarding the same matter;
- 1.18. **"the Crown"** means the Crown in right of the State of South Australia;
- 1.19. **"Cultural Knowledge"** means all and any cultural knowledge including but not limited to:
 - (a) traditions, observances, customs and beliefs;
 - (b) songs, music, dances, stories, ceremonies, symbols, narratives and designs;
 - (c) languages;

- (d) spiritual knowledge;
- (e) traditional economies and resource management;
- (f) scientific, spatial, agricultural, technical, biological and ecological knowledge

and includes the manifestation of such Cultural Knowledge in documentation and other forms of media arising there from including but not limited to archives, films, photographs, videotape or audiotape, subject to any Intellectual Property rights owned by third parties in any such manifestation;

- 1.20. **"Department"** means the South Australian Department of Environment and Natural Resources and its successors;
- 1.21. **"DFW"** means the South Australian Department for Water;
- 1.22. **"Funds"** means the Funds specified in Item 3 of Schedule 3;
- 1.23. **"Intellectual Property Rights"** means:
 - 1.23.1. any copyright work or subject matter other than a work (including any work or subject matter other than a work created in the future), patentable invention, design, circuit layout, new plant variety, trademark, know-how or confidential information and any other intellectual property defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1967; and
 - 1.23.2. any application or right to apply for registration of any of the rights referred to in subclause 1.23.1;
 - 1.23.3. but for the avoidance of doubt, excludes moral rights and performers' rights;
- 1.24. **"the KNY Agreement"** means the Agreement described in Recital B of this Agreement, annexed in Annexure 3;
- 1.25. **"Land"** includes waters;
- 1.26. **"Laws"** means all Acts (including Regulations) of the Parliaments of the Commonwealth of Australia and of the State of South Australia, and the requirements of all ordinances, regulations, by-laws, orders, and proclamations;
- 1.27. **"Long Term Plan"** means the Department's *Long Term Plan for the Coorong, Lower Lakes and Murray Mouth*, as amended from time to time;
- 1.28. **"MERI"** means the Australian Government's Monitoring, Evaluation, Reporting and Improvement Framework;
- 1.29. **"the Minister"** means the Minister for Sustainability, Environment and Conservation or other Minister administering the NPWA from time to time or any person acting in that position or exercising, pursuant to delegation, any of the powers, authorities, duties or functions of the Minister;;
- 1.30. **"the Murray Futures Program"** comprises four priority projects being conducted in South Australia by the Minister and other Ministers of the Crown, two of which are the *Lower Lakes and Coorong Recovery* and *Riverine Recovery*, funded by the Australian Government's *Water For the Future* initiative, to achieve the reforms in the Intergovernmental Agreement on *Murray Darling Basin Reform*.
- 1.31. **"NEPL"** means Ngarrindjeri Enterprises Pty Ltd, a 100% owned subsidiary of the Ngarrindjeri Regional Authority Incorporated ("the NRA");

- 1.32. **"NHC"** means Ngarrindjeri Heritage Committee Incorporated;
- 1.33. **"NPWA"** means the *National Parks and Wildlife Act 1972* (SA);
- 1.34. **"NRC"** means Ngarrindjeri Ruwe Contracting Pty Ltd, a 100% owned subsidiary of the NEPL;
- 1.35. **"NRA"** means the Ngarrindjeri Regional Authority Incorporated;
- 1.36. **"NRPA"** means the Ngarrindjeri Regional Partnership Agreement between the Ngarrindjeri, State and Australian Governments;
- 1.37. **"the Ngarrindjeri long-term Caring for Country objectives"** means the Ngarrindjeri community objectives for natural and cultural resource management over the next 20 years;
- 1.38. **"the Ngarrindjeri Nation"** means the collective group of people who make up and identify as the Ngarrindjeri community;
- 1.39. **"the Ngarrindjeri Partnerships Project"** means the CLLMM Program funded project to support Ngarrindjeri participation and core capacity development;
- 1.40. **"the Ngarrindjeri Region"** means, for the purpose of this Agreement, the area of the land and waters of the Murray River, Lower Lakes and Coorong and adjacent areas being the land and waters the subject of Ngarrindjeri Native Title Claim SC98/4, a map of which is annexed at Annexure 5;
- 1.41. **"Ngarrindjeri Yarlurwar-Ruwe"** means sea country in the Ngarrindjeri language and includes but is not limited to the land, waters, ocean and all living things;
- 1.42. **"the Ngarrindjeri Yarlurwar-Ruwe Program"** means the Program established under this Agreement to facilitate increased capacity of the Ngarrindjeri to undertake *Caring for Country* activities in the Ngarrindjeri Region;
- 1.43. **"the Ngarrindjeri Yarlurwar-Ruwe Program Group"** means the Project management group established to deliver and direct the Project;
- 1.44. **"the Ngarrindjeri Cultural Heritage Management Program"** means the program established by the NHC to undertake heritage matters in conjunction with and on behalf of the Ngarrindjeri People;
- 1.45. **"the Ngarrindjeri Cultural Heritage Management Team"** means the Heritage Manager, Heritage Specialist, Senior Cultural Ranger and Cultural Ranger employed through this Agreement;
- 1.46. **"Outputs"** means the Project deliverables as per Annual Project Work Plans endorsed by the Australian Government;
- 1.47. **"the Parties"** means the Parties to this Agreement;
- 1.48. **"Personal Information"** has the same meaning as the term 'personal information' in the Information Privacy Principles Instruction set out in the *South Australian Department of the Premier and Cabinet Circular Number PC012* (Re-issued 18 May 2009) and annexed at Annexure 4;
- 1.49. **"Personnel"** means any subcontractors or sub-providers, employees, agents and any other person employed or engaged by the Ngarrindjeri to perform this Agreement, and includes the Ngarrindjeri Representative set out in Schedule 2;
- 1.50. **"the Project"** means the Ngarrindjeri Partnerships Project, to be conducted by the Ngarrindjeri, in accordance with Schedule 7 - The Services and this Agreement;

- 1.51. **"the Project Reporting Committee"** means the group of NRA and Department representatives formed to prepare quarterly reports, Annual Project Work Plans and coordinate and manage Project Evaluations for the Project;
- 1.52. **"the Project Work Plans"** means the activity plans developed by Ngarrindjeri that set out quarterly Project activities, outcomes and measures;
- 1.53. **"the Ramsar Convention"** means the Convention on Wetlands of International Importance especially as Waterfowl Habitat. Ramsar (Iran), 2 February 1971, to which Australia is a signatory. The Coorong, Lakes Alexandrina and Albert were designated a wetland of international importance in 1985;
- 1.54. **"Representative"** means the person nominated as the Ngarrindjeri's Representative and the Department's Representative respectively, as provided in Schedules 1 and 2;
- 1.55. **"the Riverine Recovery Program"** means the *Murray Futures: Riverine Recovery* project currently being conducted by DFW;
- 1.56. **"the Services"** means the services to be performed by the Ngarrindjeri as set out in Schedule 7;
- 1.57. **"the Service Provider"** means the Party named in Item 1 of Schedule 2;
- 1.58. **"Tasks"** means the tasks set out in the Schedule 7, Table 4;
- 1.59. **"Traditional Owner"** has the meaning ascribed to it under the AHA;

2. INTERPRETATION

In this Agreement:

- 2.1. A reference to any legislation includes:
 - 2.1.1. all legislation, regulations, proclamations, ordinances, by-laws and instruments issued under that legislation; and
 - 2.1.2. any modification, consolidation, amendment, re-enactment or substitution of that legislation;
- 2.2. Any word importing:
 - 2.2.1. the singular includes the plural;
 - 2.2.2. the plural includes the singular; and
 - 2.2.3. a gender includes every other gender.
- 2.3. Words referring to individuals include corporations, unincorporated associations, partnerships, trusts and joint ventures;
- 2.4. A reference to a party includes that party's administrators, successors and permitted assigns;
- 2.5. Any act due on a weekend or a public holiday may be done the next Business Day;
- 2.6. Where a word or phrase is given a defined meaning, then any other grammatical form of that word or phrase has the same meaning;
- 2.7. A reference to two or more persons means all of them together;
- 2.8. The words "clause" or "schedule" and "annexure" refer to this Agreement;

- 2.9. A reference to a clause number includes its sub-clauses;
- 2.10. The word "or" is not exclusive;
- 2.11. Clause headings are for reference only and do not form part of this Agreement;
- 2.12. This Agreement between the Parties comprises these terms and conditions and all the documents comprised in, and incorporated by reference to Annexure and Schedules. If any of the documents comprising this Agreement are inconsistent, they shall take priority in the following order:
 - 2.12.1. The terms and conditions of this Agreement; then
 - 2.12.2. Annexure 1, Schedules 1 – 13; and then
 - 2.12.3. the remaining Annexure.

3. TERM

- 3.1. The term of this Agreement commences on the Commencement Date and expires on the Completion Date, as set out in Items 1 and 2 of Schedule 3 respectively, unless terminated earlier in accordance with this Agreement.
- 3.2. This Agreement may be renewed for a further term, or such other term as may be agreed between the Parties provided the renewal is undertaken in accordance with Clause 27 of this Agreement.

4. THE FUNDS

- 4.1. The Department grants to the Ngarrindjeri, subject to this Agreement, the Funds in consideration for the performance by the Ngarrindjeri of the Services.
- 4.2. The Funds shall be paid by the Department to the Ngarrindjeri in accordance with Schedule 3, Item 4 (including Table 1).
- 4.3. Payment of the Funds is subject to the receipt by the Department of satisfactory reports, as set out in Schedule 4 to this Agreement.
- 4.4. The Funds shall be applied by the Ngarrindjeri for the purpose of the performance by the Ngarrindjeri of the Services set out in Schedule 7 and for no other purpose.
- 4.5. The Funds are exclusive of GST and do not include any amount referable to GST.
- 4.6. In addition to any amount payable by the Department by reference to the Funds (the "**base consideration**"), the Department must pay to the Ngarrindjeri an additional amount of consideration ("**GST consideration**") calculated by multiplying the GST Rate by the base consideration.
- 4.7. In spite of the preceding sub-clause, if for any reason the supply for which payment is claimed is not a Taxable Supply, the Department is not obliged to pay the GST consideration in respect of that supply.
- 4.8. The Department is not obliged to make any payment under this Agreement unless the Ngarrindjeri has provided a tax invoice in respect of that payment.
- 4.9. No additional funds will be paid by the Department to the Ngarrindjeri for the Services other than the Funds referred to in Item 3 of Schedule 3.
- 4.10. The Parties agree that the Funds are not part of the support contemplated by Clause 3.1 of the KNY Agreement, dated 5 June 2009.

5. THE SERVICES

- 5.1. The Department agrees to engage, and the Ngarrindjeri agrees to deliver, the Services, in accordance with Schedule 7 to this Agreement, and the other terms and conditions of this Agreement.
- 5.2. The performance of the Services by the Ngarrindjeri will be measured by the service measures set out in Schedule 7, Item 3.
- 5.3. In respect of the Aboriginal Heritage Risk Management, the Ngarrindjeri agree that:
 - 5.3.1. it will undertake all the Aboriginal Heritage Risk Management activities particularised in Component 4 of Schedule 7 (limited to utilising the Funds within the Budget specified in Tables 3 and 4, Item 3 of Schedule 7);
 - 5.3.2. no further risk management agreements will be entered into in respect of any CLLMM Program project unless otherwise agreed by the Parties.
- 5.4. In performing the Services, the Ngarrindjeri must, at all times, comply with:
 - 5.4.1. the terms and conditions of this Agreement;
 - 5.4.2. the *Environment Protection and Biodiversity Conservation Act 1999* (Cth);
 - 5.4.3. the laws in force in the State of South Australia;
 - 5.4.4. all South Australian Government policies, procedures and processes relevant to the performance of the Services.
- 5.5. The Ngarrindjeri agrees to perform the Services effectively and to a high professional standard at all times.
- 5.6. The Ngarrindjeri agrees to provide information and assistance where reasonably requested by the Department in respect of the Project and the performance of the Services.
- 5.7. The Ngarrindjeri acknowledges that failure to perform the Services in accordance with this Agreement may result in the Department withholding or suspending any payment or part payment of the Funds until the Services are performed in full in accordance with this Agreement.

6. SUBCONTRACTING BY THE NGARRINDJERI

- 6.1. The Ngarrindjeri agrees that it is, in all respects, responsible for the performance of the Services in accordance with this Agreement.
- 6.2. The approved sub-contractor, for the purposes of this Agreement, is set out in Item 5 of Schedule 3 (the approved sub-contractor is the sub-contractor for the purposes of this Agreement).
- 6.3. The Ngarrindjeri is responsible for ensuring the suitability of the sub-contractor for the proposed services and / or works and for ensuring that such services and / or works meet the service standards of this Agreement.
- 6.4. The Ngarrindjeri undertakes that in contracting with the sub-contractor, it will do all things necessary to ensure that all payments made to the sub-contractor are correctly made and properly authorised to ensure proper and diligent control over the incurring of liabilities.

- 6.5. The Ngarrindjeri shall ensure that the sub-contractor keeps full and accurate accounts and records of the conduct of the Project.
- 6.6. The Ngarrindjeri must ensure that any contracts entered into between the Ngarrindjeri and the sub-contractor give effect to the Service Provider's obligations under this Agreement.
- 6.7. In particular, the Ngarrindjeri must ensure that the sub-contractor provides such information and reporting to enable the Ngarrindjeri to meet its reporting obligations under Clause 8 of this Agreement.
- 6.8. The Ngarrindjeri agrees to include the clauses to the effect of those contained in Schedule 8 to this Agreement in any agreement entered with the sub-contractor.
- 6.9. The Ngarrindjeri agree to enter legally binding agreements with all external consultants, advisors and experts, where such consultants and experts contribute to the performance of the Services under this Agreement.
- 6.10. The requirement to enter a legally binding agreement in Clause 6.9 includes provision for insurance, including public liability and professional indemnity insurance (to an appropriate level).

7. NGARRINDJERI YARLUWAR-RUWE PROGRAM GROUP

- 7.1. The Ngarrindjeri Yarluwar-Ruwe Program Group will facilitate the overall co-ordination of the Project and is delegated authority from the NRA to make decisions regarding the Project and within the scope of the Project. Its role is more particularly described in Annexure 6.
- 7.2. The Ngarrindjeri Yarluwar-Ruwe Program Group will be chaired by a Ngarrindjeri person authorised by the NRA to make project management decisions for the Project.
- 7.3. The Ngarrindjeri Yarluwar-Ruwe Program Group does not have authority to vary the Project scope, deliverables and budget and but can request amendments to the Department through the Quarterly Payment Reports.
- 7.4. The Ngarrindjeri Yarluwar-Ruwe Program Group shall be comprised of members as are set out in Schedule 3, Item 7, Table 2, and may include membership of the Service Providers' sub-contractor, as agreed between the Parties' Representatives.

8. REPORTING

- 8.1. The Ngarrindjeri must provide the Department with the reports detailing the performance of the Services as set out in Schedule 4 to this Agreement.
- 8.2. Schedule 4 sets out the required details for preparation of the following reports:
 - 8.2.1. *Quarterly Payment Reports* as set out in Item 2 of Schedule 4;
 - 8.2.2. *Final Report* as set out in Item 3 of Schedule 4;
 - 8.2.3. *Financial Reports* as set out in Item 4 of Schedule 4;
 - 8.2.4. *Project Evaluation Reports* as set out in Item 5 of Schedule 4;
 - 8.2.5. any other report requested by the Department in accordance with Item 6 of Schedule 4.

- 8.3. Upon the completion of this Agreement, the Ngarrindjeri must report to the Department's Representative, on an accrual basis, the level of Funds that remain unexpended as at the Completion Date.
- 8.4. If the Department provides its written approval to the Ngarrindjeri, funds unexpended at the Completion Date may be retained by the Ngarrindjeri.
- 8.5. The Ngarrindjeri agrees to advise the Department of any significant changes to the nature and / or scope of the activities it conducts.

9. PLANNING

- 9.1. The Ngarrindjeri must provide the Department with the plans as set out in Schedule 5 and 6 of this Agreement which will be incorporated as Outputs in the Annual Project Work Plans.
- 9.2. Schedule 5 and 6 set out the required details for the preparation of the following plans:
 - 9.2.1. *Project Work Plans* as set out in Item 1 of Schedule 5;
 - 9.2.2. *Program Logic Model* as set out in Item 1 of Schedule 6;
 - 9.2.3. *MERI Plan* as set out in Item 1 of Schedule 6;
 - 9.2.4. *Communication Plan* as set out in Item 2 of Schedule 5;
 - 9.2.5. *Policy and Planning Program Plan* as set out in Item 3 of Schedule 5;
 - 9.2.6. *Research Program Plan* as set out in Item 4 of Schedule 5; and
 - 9.2.7. *Training and Pathway to Employment Plan* as set out in Item 5 of Schedule 5.

10. ADMINISTRATION

- 10.1. Each Party's Representative has authority to exercise all of the powers and functions of his or her Party under this Agreement other than the power to amend this Agreement.
- 10.2. The Parties agree to approach the achievement of Project outcomes in a mutually co-operative manner.
- 10.3. Either Party may change its Representative by giving prompt written notice to the other.

11. NGARRINDJERI'S REPRESENTATIONS AND WARRANTIES

The Ngarrindjeri represents and warrants to the Department that:

- 11.1. it is qualified to meet its obligations under this Agreement;
- 11.2. in any dealings with the Department, the Ngarrindjeri has not provided any false, misleading or incorrect information;
- 11.3. it is solvent and not under any form of insolvency administration;
- 11.4. it acknowledges that the representations and warranties made in this Clause have induced the Department to agree to make the Funds available; and
- 11.5. it is registered under the *A New Tax System (Australian Business Number) Act 1999* (Cth), and that the ABN shown in Item 1 of Schedule 2 is the Ngarrindjeri's ABN.

12. INSURANCE

The Ngarrindjeri agrees to hold insurance cover at all times during the Term of this Agreement of the type and level provided in Item 6 of Schedule 3.

13. CULTURAL KNOWLEDGE

- 13.1. Notwithstanding any other clause in the Agreement, it is acknowledged that:
- 13.1.1. The Ngarrindjeri has an interest recognised under customary law in their own Cultural Knowledge;
 - 13.1.2. The Ngarrindjeri acknowledges and agrees that Cultural Knowledge is not Intellectual Property for the purposes of this Agreement;
 - 13.1.3. The Department undertakes that it will use its best endeavours to not knowingly collect or use Cultural Knowledge or knowingly divulge Cultural Knowledge provided to the Department in respect of the Project and the performance of the Services to third parties outside of the Department without the prior written consent of Ngarrindjeri; and
 - 13.1.4. The Parties agree that any report or publication resulting from the Project shall be designated as either a 'Category A Report' or a 'Category B Report', and the following shall apply:
 - 13.1.4.1. the publication of a Category A Report shall be unrestricted (except such parts of the report which refer to Cultural Knowledge provided to the Department in respect of the Project and the performance of the Services) unless Ngarrindjeri agrees to waive the restriction; and
 - 13.1.4.2. the publication of a Category B report shall be restricted to internal use of the Department only.
 - 13.1.5. the Ngarrindjeri acknowledges and agrees that it shall not take any action against the Department in relation to the collection, use or divulgence of Cultural Knowledge, the status of which as Cultural Knowledge has not been disclosed to the State, provided that once disclosed by Ngarrindjeri to the Department, Clauses 13.1.3 and 13.1.4 shall apply to such Cultural Knowledge in respect of the Project.

14. INTELLECTUAL PROPERTY

- 14.1. The following categories of Intellectual Property **do not** form part of the Intellectual Property subject of this Agreement, and ownership remains with the Ngarrindjeri:
- 14.1.1. Intellectual Property of the Ngarrindjeri in existence at or prior to the commencement of this Agreement, including methodologies or other proprietary information; and
 - 14.1.2. Intellectual Property, including copyright, in existing publications or other work produced by or on behalf of the Ngarrindjeri prior to or otherwise than in the course of performing the Services.
- 14.2. For the removal of doubt, Cultural Knowledge is not Intellectual Property for the purposes of this Agreement.
- 14.3. All Intellectual Property created by the Ngarrindjeri arising from the performance of the Aboriginal Heritage Risk Management shall be jointly owned by the Parties.
- 14.4. As co-owners of copyright material, the Parties agree that each Party may use or exercise their intellectual property rights, including copyright rights

(such as copying or altering the material, communicating the material to the public or sub-contracting or licensing others to do so), without the consent of the other Party.

- 14.5. The Ngarrindjeri must disclose to the Department all Intellectual Property arising out of, or in connection with this Agreement to the Department.
- 14.6. The Ngarrindjeri indemnifies the Crown against all costs, expenses and liabilities arising out of any claim that the performance of this Agreement by the Ngarrindjeri infringes the Intellectual Property Rights of any person.
- 14.7. Commercialisation of any Intellectual Property arising from this Agreement shall be negotiated by the Parties, at the time of any commercialisation.

15. ACKNOWLEDGEMENT AND PUBLICITY

- 15.1. The Ngarrindjeri agrees not to authorise the publication of any printed material, advertising, press release or publicity, or make a public speech or lecture in relation to the Services or this Agreement, without first obtaining the consent of the Department's Representative, which shall not be unreasonably withheld or which shall be deemed to have been provided in the event that no response is received to a request to publish or make a public speech or lecture within 48 hours of such request being made.
- 15.2. The Department agrees not to authorise the publication of any printed material, advertising, press release or publicity, or make a public speech or lecture referring to the Ngarrindjeri, without first obtaining the consent of the Ngarrindjeri's Representative which shall not be unreasonably withheld or which shall be deemed to have been provided in the event that no response is received to a request to publish or make a public speech or lecture within 48 hours of such request being made.

16. NAME AND REPUTATION OF THE MINISTER AND GOVERNMENT

- 16.1. The Ngarrindjeri agrees not to use a logo used by the Minister, the Department, the Government of South Australia or any instrumentality or agency of the Government of South Australia, except with:
 - 16.1.1. the Department Representative's prior written consent; and
 - 16.1.2. in a manner required or approved by the Department's Representative, including being subject to terms and conditions.
- 16.2. The Ngarrindjeri agree to act with due care and attention at all times to avoid statements or representations which are misleading or which may have the potential to mislead the public or any person in relation to the Minister, the Department or the Government.

17. CONFIDENTIAL INFORMATION

- 17.1. The Party to whom Confidential Information is disclosed ("**Receiving Party**") must not disclose the Confidential Information to any person without first obtaining the written consent of the Party disclosing the information ("**Disclosing Party**").
- 17.2. There will be no breach of the obligations of the Receiving Party under this Agreement if the Confidential Information is legally required to be disclosed or is permitted to be disclosed by this Agreement.

- 17.3. The Ngarrindjeri acknowledges that the Minister or the Department on behalf of the Minister may disclose Confidential Information:
- 17.3.1. to Parliament, the Governor, Cabinet or a Parliamentary or Cabinet committee or subcommittee;
 - 17.3.2. to any agency, authority, instrumentality, Minister or Officer of the Crown in right of the State of South Australia to whom it is customary for the Minister to disclose the Confidential Information;
 - 17.3.3. for the purposes of prosecuting or defending any legal proceedings.
 - 17.3.4. if legally required to do so pursuant to the *Freedom of Information Act 1991 (SA)* or the *State Records Act 1997 (SA)*.
- 17.4. Each Party will use its best endeavours to ensure that on completion or termination of this Agreement, all documents and other materials in possession of the Receiving Party containing Confidential Information are returned to the Disclosing Party.

18. CONFLICTS OF INTEREST

- 18.1. The Ngarrindjeri warrants to the Department that neither it, nor any of its Personnel, have a Conflict of Interest in respect of entry into this Agreement.
- 18.2. If the Ngarrindjeri becomes aware that it or any of its Personnel do have or will have a Conflict of Interest, then the Ngarrindjeri shall immediately inform the Department, in writing, with full details of the Conflict of Interest.
- 18.3. The Ngarrindjeri shall comply with all reasonable directions of the Department in requiring it to resolve or otherwise deal with any Conflict of Interest.
- 18.4. The provision of this clause will operate without prejudice to any other rights which the Department may have arising out, or in respect of, the existence of any Conflict of Interest or potential Conflict of Interest.

19. PRIVACY

- 19.1. This clause applies only where the Ngarrindjeri deal with Personal Information when, and for the purpose of, performing the Services under this Agreement.
- 19.2. The Ngarrindjeri agrees in respect of the conduct of the Services under this Agreement to maintain the privacy of Personal Information in accordance with the *Information Privacy Principles Instruction* set out in the South Australian Department of the Premier and *Cabinet Circular Number PC012* (Re-issued 18 May 2009) (refer Annexure 4 to this Agreement).
- 19.3. The Ngarrindjeri agrees to indemnify the Department in respect of any loss, liability or expense suffered or incurred by the Department which arises directly or indirectly from a breach of any of the Ngarrindjeri's obligations under this clause.
- 19.4. The operation of this clause survives the expiration or earlier termination of this Agreement.

20. AUDITOR GENERAL

- 20.1. Nothing in this Agreement derogates from the powers of the Auditor-General under the *Public Finance and Audit Act 1987 (SA)*.

- 20.2. Without limiting the previous sub-clause, the Ngarrindjeri acknowledges the Auditor General's powers and obligations under sections 32 and 34 of the *Public Finance and Audit Act 1987 (SA)*.

21. OCCUPATIONAL HEALTH SAFETY AND WELFARE

In the performance of the Services, the Ngarrindjeri shall at all times comply with the *Occupational Health, Safety and Welfare Act 1986 (SA)*, the *Occupational Health, Safety and Welfare Regulations 1995 (SA)*, and relevant *Occupational Health, Safety and Welfare Codes of Practice* and Australian Standards.

22. EXTRAORDINARY EVENTS

- 22.1. 'Extraordinary Event' means an event or circumstance which prevents a Party from complying with any of its obligations under this Agreement, and which that Party:
- 22.1.1. did not cause;
 - 22.1.2. could not control or influence; and
 - 22.1.3. could not prevent or avoid through prudent management processes, policies and precautions, including the use of alternative resources, the procuring of services from another source and work around plans.
- 22.2. For the purposes of this Agreement, but without limiting the matters which may constitute an Extraordinary Event, the following matters are not Extraordinary Events:
- 22.2.1. Future drought situations impacting South Australia, including the whole of the South East, the Coorong and the Lower Lakes;
 - 22.2.2. Future lack of environmental water flows from the Murray into the Coorong and Lower Lakes and associated lack of water; and
 - 22.2.3. the acid sulphate levels in soils in and around the Coorong and the Lower Lakes.
- 22.3. The affected Party must notify the other Party if the Extraordinary Event is preventing it from complying with any of its obligations as soon as it becomes aware of the Extraordinary Event.
- 22.4. The affected Party's rights and obligations will be suspended to the extent and for so long as the performance of the affected Party's rights and obligations are prevented or delayed by the Extraordinary Event.
- 22.5. The affected Party must keep the other Party informed of the continuation and expected duration of the Extraordinary Event and of measures taken to comply with this clause.
- 22.6. In the event of an Extraordinary Event, Payments under this Agreement are suspended until the Ngarrindjeri recommences the performance of its obligations.
- 22.7. The affected Party must recommence performance of its obligations as soon as possible without delay after the Extraordinary Event has ceased to exist.

23. RESOLUTION OF DISPUTES

- 23.1. In the event of a dispute between the Parties, both Parties agree to attempt resolve the dispute, and shall take the following steps:

23.1.1. The Party claiming there is a dispute will send the other Party a written notice setting out the nature of the dispute.

23.1.2. Party Representatives will attempt to resolve the dispute.

23.1.3. If Party Representatives cannot resolve the dispute, each Party must submit the dispute to their respective Executive Negotiator (as provided in Item 3 Schedules 1 and 2 respectively) within ten (10) business days of the dispute arising.

23.1.4. The Executive Negotiators must meet as soon as practicable to resolve the dispute.

23.1.5. If the Executive Negotiators cannot resolve the dispute within ten (10) business days of its reference to them, each Executive Negotiator must prepare a written summary of his or her attempts to resolve the dispute and immediately refer that summary to the Chief Executive or Chief Executive equivalent of the respective Party.

23.1.6. Respective Chief Executives will resolve the dispute.

23.1.7. Notwithstanding the existence of a dispute each Party must continue to perform its obligations under this Agreement.

23.1.8. This clause survives any expiry or termination of this Agreement.

24. RELATIONSHIP BETWEEN THE PARTIES

24.1. Nothing in this Agreement constitutes any relationship of employer and employee or partnership between the Parties.

24.2. Neither Party has any authority to legally bind the other Party in any manner whatsoever.

25. NO ASSIGNMENT

The Ngarrindjeri must not assign, novate or encumber any of the rights or obligations under this Agreement.

26. ENTIRE AGREEMENT

This Agreement is the entire Agreement between the Parties, and supersedes any prior agreement, understanding or representation of the Parties in respect of the subject matter subject to the continuing operation of:

26.1.1. the KNY Agreement (annexed at Annexure 3).

27. VARIATION OF AGREEMENT

This Agreement may be amended or modified by the parties, but changes will not be binding upon the Parties unless they are in writing and signed by the Parties.

28. NOTICES

28.1. Notices must be in writing and signed by the administering Party's Representative using the Parties' contact details in Item 4 of Schedules 1 and 2 respectively.

28.2. Notices must be given to the other Party:

28.2.1. personally;

28.2.2. by pre-paid post to the recipient's address; or

28.2.3. by facsimile transmission or email transmission.

29. COSTS

Except as otherwise provided by this Agreement, each Party is responsible for its own costs and risks in relation to the negotiation and preparation of this Agreement, and all things to be done under this Agreement.

30. SEVERANCE

Each word, phrase, sentence, paragraph, and clause of this Agreement is severable. If a court determines that a part of this Agreement is unenforceable, invalid, illegal or void, that part may be severed. Severance of a part of this Agreement shall not affect any other part.

31. READING DOWN

Where a word, phrase, sentence, paragraph, clause or other provision of this Agreement would otherwise be unenforceable, illegal or void, the effect of that provision will, so far as possible, be limited and read down so that it is not unenforceable, illegal or void.

32. DISCLOSURE OF AGREEMENT

The Ngarrindjeri agrees to the disclosure of this Agreement in accordance with *Department of the Premier and Cabinet Circular 27 – Disclosure of Government Contracts* or other government policy from time to time having application in relation to the disclosure of contracts and legal agreements.

33. PROPER LAW

The laws in force in South Australia apply to this Agreement.

34. JURISDICTION OF COURTS

The courts of South Australia have exclusive jurisdiction to determine any proceeding in relation to this Agreement. Any proceeding brought in a Federal Court must be instituted in the Adelaide Registry of that Federal Court.

EXECUTED BY THE PARTIES AS AN AGREEMENT

Dated this

day of

2012

SIGNED for and on behalf of
THE MINISTER FOR SUSTAINABILITY
ENVIRONMENT AND CONSERVATION

by a person duly authorised

in the presence of:

) Signed: P. Caka

) Name: PAUL CAKA

) Position: Minister

) Date: 2/4/12

) Witness Signature: [Signature]

) Witness Name: JOSH WHEELER

) A/OFFICE MANAGER

) Position

SIGNED for and on behalf of
NGARRINDJERI REGIONAL
AUTHORITY INCORPORATED
by a person duly authorised

in the presence of:

) Signed: [Signature]

) Name: Lawrence R. Rannine

) Position: VICE CHAIR

) Date: 17/03/2012

) Witness Signature: [Signature]

) Witness Name: JOHN STUART CAMERON

) N.R.A. GENERAL MANAGER

) Position

SIGNED for and on behalf of
NGARRINDJERI REGIONAL
HERITAGE COMMITTEE
INCORPORATED
by a person duly authorised

in the presence of:

) Signed: L. S. Trevorrow

) Name: Luke J. Trevorrow

) Position: Member

) Date: 15/3/2012

) Witness Signature: [Signature]

) Witness Name: JOHN STUART CAMERON

) N.R.A. GENERAL MANAGER

) Position

SIGNED for and on behalf of
NGARRINDJERI NATIVE TITLE
MANAGEMENT COMMITTEE
INCORPORATED
by a person duly authorised

in the presence of:

) Signed: T.E. Trevorrow
)
) Name: THOMAS E. TREVORROW
)
) Position: MEMBER
)
) Date: 15/3/2012
)
) Witness Signature: [Signature]
)
) Witness Name: JOHN STUART CAMERON
)
) NRA GENERAL MANAGER
) Position

SIGNED for and on behalf of
NGARRINDJERI TENDI
INCORPORATED
INCORPORATED
by a person duly authorised

in the presence of:

) Signed: D. Sumner
)
) Name: DARRELL SUMNER
)
) Position: VICE CHAIR
)
) Date: 15.3.2012
)
) Witness Signature: [Signature]
)
) Witness Name: JOHN STUART CAMERON
)
) NRA GENERAL MANAGER
) Position

ANNEXURE 1

SCHEDULES TO AGREEMENT

The Schedules listed below are incorporated into Annexure 1:

- SCHEDULE 1 THE DEPARTMENT
- SCHEDULE 2 THE NGARRINDJERI
- SCHEDULE 3 ADMINISTRATION
- SCHEDULE 4 REPORTING
- SCHEDULE 5 PLANNING
- SCHEDULE 6 MONITORING AND EVALUATION
- SCHEDULE 7 THE SERVICES
- SCHEDULE 8 SUBCONTRACTOR TERMS AND CONDITIONS
- SCHEDULE 9 ABORIGINAL HERITAGE RISK MANAGEMENT ASSESSMENT
- SCHEDULE 10 SITE WORKS ASSESSMENT - FENCING
- SCHEDULE 11 ABORIGINAL HERITAGE RISK MANAGEMENT ASSESSMENT –
REVEGETATION SITES
- SCHEDULE 12 SITE WORKS ASSESSMENT AREA, REGIONAL AND CLLMM
PROGRAM PROJECTS
- SCHEDULE 13 ABORIGINAL HERITAGE RISK ASSESSMENT REQUEST

SCHEDULE 1

THE DEPARTMENT

Item 1. Department

Name: The Minister for Sustainability, Environment and Conservation, through the South Australian Department of Environment and Natural Resources.

Item 2. Department's Representative

Name: Mr Lachlan Sutherland

Position: Ngarrindjeri Partnerships Coordinator

Coorong, Lower Lakes and Murray Mouth Program

Address: Chesser House Level 5, 91-97 Grenfell Street, Adelaide SA 5000

Telephone: (08) 8204 1138

Fax: (08) 8204 1133

Email: lachlan.sutherland@sa.gov.au

Does the Department's Representative have the power to amend Annexures? No

Item 3. Executive Negotiator - Principal

Name: Ms Janice Goodwins

Position: Director, Coorong, Lower Lakes and Murray Mouth Program

Address: Chesser House Level 5, 91-97 Grenfell Street, Adelaide SA 5000

Telephone: (08) 8204 9069

Fax: (08) 8204 1133

Email: janice.goodwins@sa.gov.au

Item 4. Notices to the Department

Mailing address: GPO Box 1047, ADELAIDE SA 5001

Fax/email: (08) 8204 1133 / lachlan.sutherland@sa.gov.au

To the attention of: Mr Lachlan Sutherland

Ngarrindjeri Partnerships Coordinator

Coorong, Lower Lakes and Murray Mouth Program

SCHEDULE 2

THE NGARRINDJERI

Item 1. Service Provider

Ngarrindjeri Regional Authority Incorporated [ABN 50 034 502 372];
Ngarrindjeri Heritage Committee Incorporated [ABN 43 370 458 821];
Ngarrindjeri Native Title Management Committee; and,
Ngarrindjeri Tendi Incorporated
(referred to collectively as "the Ngarrindjeri").

Item 2. Service Provider's Representative

Name: John Cameron
Position: General Manager
Address: 50 Princess Hwy, Murray Bridge East.
PO Box 371, Murray Bridge SA 5253
Telephone: (08) 8531 3868
Fax: (08) 8532 3816
Email: john.cameron@ngarrindjeri.org.au

Does the Provider's Representative have the power to amend Annexures? No

Item 3. Executive Negotiator - Provider

Name: Shaun Berg
Position: Principal Lawyer, Berg Lawyers
Address: P.O. Box 3699 Rundle Mall, Adelaide, SA, 5000
Telephone: (08) 8410 7779
Fax: (08) 8410 4494
Email: sberg@berglawyers.com.au

Item 4. Notices to Service Provider

Mailing address: Ngarrindjeri Regional Authority
50 Princes Highway
Murray Bridge East SA 5253
Fax/email: (08) 8532 3816 / john.cameron@ngarrindjeri.org.au
To the attention of: John Cameron
General Manager

SCHEDULE 3 ADMINISTRATION

Item 1. Commencement Date

1 January 2012

Item 2. Completion Date

30 June 2016

Item 3. Funds

\$4,790,920 (GST exclusive)

Item 4. Payment Schedule

Allocation of Project funds per year is dependent upon Australian Government approval of Annual Project Work Plans and based on the yearly allocations documented in the CLLMM Program Business Case in Table 1. Excepting the upfront payment, the payment of the Funds will be made on receipt of satisfactory quarterly reports for the previous reporting period and agreed deliverables being provided to the Department. Quarterly Payment Reports are to be prepared, in accordance with Schedule 4 of this Agreement.

Quarterly Payments will be made in accordance with the Payment Schedules set out below in Table 1. Amendments to the Payment Schedule may be sought through quarterly reporting, and subject to appropriate approvals. Payments may be varied.

Scheduled payments may be withheld where reports are not submitted by the due date indicated in Schedule 4, or if the report is unsatisfactory and does not meet the requirements of the Agreement.

Table 1 below set out quarterly scheduled payments based on expected expenditure. Payments will be made subject to the Ngarrindjeri meeting the requirements for payments herein. Subject to agreement of the Parties, payments may be adjusted where expected expenditure varies significantly from that listed.

Table 1. Payment Schedule for the Project

Reporting Period	R4 Apr-Jun	R1 Jul-Sep	R2 Oct-Dec	R3 Jan-Mar	Full Year
Payment Date Each Year	31st July	31st October	31st January	30th April	TOTAL \$m
			10%		
2011/12	N/A	N/A	479,092	132,303	\$611,395
	25%	25%	25%	25%	
2012/13	\$296,250	\$296,250	\$296,250	\$296,250	\$1,185,000
2013/14	\$296,250	\$296,250	\$296,250	\$296,250	\$1,185,000
2014/15	\$296,250	\$296,250	\$296,250	\$296,250	\$1,185,000
2015/16	\$156,131	\$156,131	\$156,131	\$156,131	\$624,525
					\$4,790,920

Item 5. Approved Sub-contractor

Ngarrindjeri Ruwe Contracting Pty Ltd

ACN: 135 966 399

Registered Address: 50 Princes Highway
Murray Bridge East SA 5253

Item 6. Insurance

Type and Level of Insurance required

Public Liability - \$10m

Product Liability - Nil

Professional Indemnity -Nil

The Ngarrindjeri must take out and maintain insurance that adequately covers the Ngarrindjeri's fixed and contingent obligations under the Agreement.

The Ngarrindjeri must take out and maintain insurance that adequately covers death and injury of persons employed by the Ngarrindjeri as required under the *Workers Rehabilitation and Compensation Act 1986 (SA)*.

All insurance policies must note the interest of the Department.

The Ngarrindjeri is required to provide a copy of their most recent Certificate of Currency. The Certificate of Currency must be valid for the duration of the Contract period. Should the Certificates expire during the Contract period, the Ngarrindjeri is responsible for providing a valid Certificate of Currency to the Department.

Item 7. Project Management

The Project will be directed by the Ngarrindjeri Yarluwar-Ruwe Program Group (NY-R Program Group) made up of Ngarrindjeri representatives and NRA employees (Table 2). The NY-R Program Group will be chaired by Ngarrindjeri and will ensure that all major decisions regarding the Project are made by Ngarrindjeri with the support of the NRA staff employed under the Project. The NY-R Program Group will be responsible for providing Ngarrindjeri endorsement of Project objectives, strategies, Annual Work Plans, funding applications, major reports, policy and research activities and programs prior to implementation. The terms of reference for the NY-R Program Group are provided in Annexure 6. The NY-R Program Group meets on the second and fourth Friday of each month but the frequency will be reviewed in April 2012, but the NY-R Program Group will meet at least once a month. The program group will report any requests to amend the Project scope, deliverables and or budget to the Department through Quarterly Payment Reports. The program group does not have the authority to amend the Project scope, deliverables and budget.

The Ngarrindjeri will advise the Department of the Chairperson of the NY-R Program Group and will notify the Department within 5 working days of changes to the Chairperson. The Ngarrindjeri will also provide the Department with updated terms of reference of the program group as they are amended.

Research related programs, projects and grant applications will need to be endorsed by Associate Professor Daryle Rigney, NRA RPPU prior to seeking endorsement from the NY-R Program Group. This will seek to ensure that proper consideration of Ngarrindjeri research interests and strategic directions are incorporated into decision making.

a. Engagement

The Department's representative will participate in the NY-R Program Group meetings on an invitation basis. The program group will provide the forum between the Ngarrindjeri and the Department to ensure regular communication between the Parties at a Project level and coordinate Project collaborations, participation and planning. Project level reporting, evaluation and development of Project Work Plans will be undertaken by the Project Reporting Committee.

The meetings will also allow the Department to provide Ngarrindjeri information on engagement activities in the broader CLLMM program projects and coordination of the engagement process. Relevant Departmental officers will attend the meetings as required to share information and discuss opportunities.

Table 2. Ngarrindjeri Yarluyar-Ruwe Program Group membership

Position	Name
Chair NRA or nominated representative	Tom Trevorrow
Co-management Officer (Chair)	Tim Hartman
The Living Murray Indigenous Program representative	Grant Rigney
A/Ngarrindjeri Yarluyar-Ruwe Project Coordinator	Rick Hartman
A/Heritage Specialist	Kelly Wiltshire
Heritage Manager	Luke Trevorrow
NRA General Manager	John Cameron
NRC Business Manager	Lynton Keen
Chair NRA RPPU	Steven Hemming
Research Officer	Stephen Jenkins
Policy and Planning Officer	Barry Lincoln
A/Training and Employment Officer	Laurie Rankin Snr
IT/GIS Officer	Sandaseeli Pannipitiya
Native Title Committee member or nominated representative	TBA
Heritage Committee representative	TBA
Legal Advisor	Shaun Berg
Chair NEPL or nominated representative	TBA
NLPA WOC representative	TBA
Raukkan WOC representative	TBA
MACAI representative	TBA
MNLC representative	TBA

Item 8. Project Reporting Committee

A Project Reporting Committee of Ngarrindjeri and Departmental representatives will be formed to ensure regular communication between the Parties and coordinate Project reporting, evaluation and development of Project Work Plans (Table 3). Reports and plans will be developed by the Committee and then provided to NY-R Program Group for endorsement.

Table 3. Project Reporting Committee membership

Position	Name
DENR, Ngarrindjeri Partnerships Coordinator	Lachlan Sutherland
NRA, General Manager	John Cameron
A/Yarluwar-Ruwe Program Coordinator	Rick Hartman
Policy and Planning Officer	Barry Lincoln
Chair NRA RPPU	Steven Hemming

a. Reporting

The Project Reporting Committee will maintain regular out of session communication regarding project deliverables. The Project Reporting Committee will meet on a quarterly basis for Ngarrindjeri to report to the Department on project deliverables.

The meetings will allow discussion of reporting issues, risks, progress, timeframes and milestones relevant to the Agreement including payment re-scheduling, if required.

Ngarrindjeri will present a draft Quarterly Payment Report to the Department at the meeting to be held on the 2nd Friday in the last month of each quarter (i.e. June, September, December and March). The Department will review the draft Quarterly Payment Report following the meeting and seek clarifications or additional information from Ngarrindjeri as appropriate. The Quarterly Payment Report will be finalised by both Parties within a week of the meeting.

b. Project Work Planning

The Committee will meet in April of each year of the Project to develop the Project Work Plan of activities for the following financial year. The first year Project Work Plan (2011/12) has been endorsed in principle by the Australian Government and is provided in Annexure 8.

The Department will table the forecast years Project Work Plan and the Parties will discuss the specific deliverables. The committee meeting will consist of reviewing the Project Work Plan against Project milestones, the previous years Project Work Plan and the outcomes of the Project Evaluation. The committee will negotiate and draft the Project Work at the meeting. The Ngarrindjeri will then seek endorsement from the NY-R Program Group for the plan. The Department will review the draft Project Work Plan and confirm its support for the content in writing before submission to the Australian Government for approval.

c. Project Evaluation

The committee will manage and coordinate the annual Project Evaluation process and review the Project Program Logic model as required during the Project Work Plan meetings defined in Item 8b above. The Ngarrindjeri will have prepared the Project Evaluation Report and reviewed the Program Logic in consultation with the NY-R Program Group prior to the meeting. Ngarrindjeri will provide the report and any proposed amendments to the Program Logic model to the Department at the meeting. The committee will discuss the outcomes report and amendments to the Program Logic in preparation for the meeting. The NY-R Program Group will discuss the outcomes of the Project Evaluation and then negotiate and endorse the amendments to the Program Logic at the meeting.

SCHEDULE 4

REPORTING

Item 1. Reporting Requirements

The Ngarrindjeri is required to provide a range of complementary reports designed to ensure co-ordination, good governance and accountability. Reporting also provides an opportunity to promote the NRA through the work undertaken and results achieved. Each report has a specific purpose and each is important.

Item 2. Quarterly Payment Report

The Quarterly Payment Report is to provide evidence that the Funds have been used for the Services, as specified in Schedule 7, Tables 3 - 5.

Draft Quarterly Payment Report Due Date: 2nd Friday of June, September, December and March each year.

The Quarterly Payment Report is the key mechanism for accountability in the performance of the Services, and is a crucial risk management mechanism.

The Quarterly Payment Report is the mechanism to show performance of the Services and compliance with the Agreement, with non-performance potentially leading to withholding of payment in accordance with Clause 5.7 of this Agreement (e.g. in the event that Funds are misused or the Services are not adequately or appropriately delivered). The Ngarrindjeri will be required to provide copies of all invoices for services provided to it relevant to CLLMM Program Projects by:

- (a) Approved sub-contractors
- (b) Further sub-contractors engaged with the consent of the Department; and
- (c) external consultants (including the Flinders University of South Australia), advisors (including legal advisors, Berg Lawyers) and other experts engaged by the Ngarrindjeri and approved by the Department in the performance of the Services.

The Quarterly Payment Report is also a valuable opportunity for the Ngarrindjeri to promote delivery organisations through work undertaken and results achieved.

Scheduled payments are subject to provision of Payment Reports that demonstrate satisfactory progress against Tables 3 - 5 of Schedule 7.

The Quarterly Payment Report is the mechanism to seek adjustments to scheduled payments to reflect delivery demands. The reports are to include itemised details of expenditure of the Funds, including the amount spent, justification of the way in which the expenditure contributes to the Purpose, and evidence (newsletters, fact sheets, photos etc) to support that expenditure.

a) Reporting Requirement:

In addition to the matters referred to in this Item 2, the Ngarrindjeri agrees to include the following information in each Quarterly Payment Report in respect of the period of the Services to which each Report relates:

- The Title of the Project and Service Provider details;
- The Services to which the Report relates;

- A description and analysis of the progress of the Services to date against half yearly project Outputs in Australian Government approved Annual Project Work Plans. Agreed project Outputs for 2011/12 are documented in Table 5, Item 3 of Schedule 7. Description to include a clear summary of the work undertaken, detail and evidence of any Outputs achieved during the period including significant dates to which the Report relates and any difficulties encountered in meeting any of the Outputs;
- Promotional activities undertaken and media coverage during this reporting period, including copies of relevant media releases, brochures, fact sheets etc;
- A description of the work to be undertaken to complete the Outputs during the next reporting period, and the estimated completion date of the Outputs during the next reporting period;
- Any potential difficulties, issues or risks anticipated in the next reporting period;
- Promotional opportunities which are expected to arise in the next reporting period;
- A discussion and statement as to whether the timeframes and objectives for the Services are being met, an explanation of any delays that have occurred and the action propose to address the delay. Where delays have occurred, the Ngarrindjeri should also discuss the effects (if any) the delay is expected to have on the Services (including subsequent Outputs and the overall completion of the Services); and
- An estimate of the expenditure required to complete the Outputs during the next reporting period.

Item 3. Final Report

The Final Report is a stand-alone document that can be used for public information dissemination purposes on the operation, mechanisms and processes employed to perform the Services and achieve completion of the Service Specification of the *Ngarrindjeri Partnerships Project*.

The Final Report is due by the 2nd Monday of June 2015 or within 60 working days of the earliest of:

- a) completion of the Services; or
- b) termination of this Agreement.

The Final Report must cover the entire Term (refer Clause 4) and describe the conduct, benefits and outcomes of the Services as a whole. The Final Report must evaluate the Services and include a detailed discussion of the completion of the Service Specification. The Final Report must contain an explanation of why any aspect of the Service Specification was not achieved.

The Final Report is to include an evaluation to identify achievements and define the effectiveness of the Services.

c) Reporting Requirement:

In addition to the matters referred to in this Item 3, the following information is to be included in the Final Report:

- A statement of the Funds received to date;

- A statement expenditure for the Services to date (and as compared with the budget) that specifies the manner in which, and the purposes for which the Funds; and
- A schedule of any assets created, acquired, disposed of or written off for the Service, as compared with the budget.

Item 4. Financial Reporting

The Ngarrindjeri must ensure that financial statements are prepared in relation to the expenditure of the Funds, to be provided to the Department within 60 days of the Completion Date. The financial statements must:

- be prepared in accordance with Australian Accounting Standards; and
- be signed by the NRA's General Manager.

Item 5. Project Evaluation Report

The Ngarrindjeri must prepare a report based on the outcomes of the Annual Evaluation of the Project at the end of each financial year against the Project's MERI Plan as set out in Item 3 of Schedule 6 and the Project Work Plans for the same period as set out in Item 1 of Schedule 5. The Project Evaluation Report must:

- evaluate performance and progress towards the Project objectives as set out in Item 3.1 of Schedule 7;
- evaluate and measure the performance and progress against the delivery of the Project outcomes as set out in Annexure 8 of this Agreement;
- provide recommendations to the Ngarrindjeri Yaluwar-Ruwe Program Group on improvements to the monitoring, reporting and delivery of the Project.

Item 6. Other Reports

The Department may require the Ngarrindjeri to provide ad-hoc reports concerning:

- a) any significant developments concerning the Services; and
- b) any significant delays or difficulties encountered in performing the Services in accordance with this Agreement.

The Ngarrindjeri agrees to provide any such ad-hoc reports within the timeframe specified.

SCHEDULE 5

PLANNING

Item 1 – Project Work Plans

The Project seeks to achieve progress towards a number of long-term objectives utilising a number of strategies. These have been defined in Table 1, Item 3 of Schedule 7. The Project will utilise a staged approach to implementation that incorporates Annual Evaluation to improve and adjust Project activities as required.

The Ngarrindjeri will develop Project Work Plans that document Project Outputs and milestones that will contribute to implementing the Projects strategies and make progress towards to Project objectives. The Project Work Plans will document half-yearly activities for the duration of the Plan period. The duration of Project Work Plans will be maintained at an annual basis, with a review in the final quarter of each financial year.

The Ngarrindjeri in collaboration with the Department will develop the agreed Project Work Plans according to the process in Item 8b of Schedule 3.

The first year Project Work Plan has been endorsed in principle by the Australian Government (Table 5, Item 3 of Schedule 7). Project Work Plans will then be developed in the final quarter of each financial year as per Item 8b of Schedule 3. The Australian Government is responsible for approving Annual Project Work Plans.

The Quarterly Payment Reports will be against the activities and milestones documented in the Project Work Plans as per Item 2 of Schedule 4.

1.1 – Project Work Plan Evaluation

Project Work Plans will be reviewed annually as part of the Annual Evaluation as per Item 3 of Schedule 6. The review will consider progress against the activities and milestones in the current Project Work Plan and identify improvements in activity delivery and or refinement. The outcomes of the Annual Evaluation will be used in developing the following financial years Project Work Plan.

The Ngarrindjeri will include the review of Project Work Plans as part of the Project MERI Plan (see Item 1 of Schedule 6) to guide Annual Evaluations of the Project.

Item 2 – Communication Plan

The Ngarrindjeri will develop a Communication Plan for the Project with the intent to ensure the Ngarrindjeri community, NRA Board, broader community and Project partners are aware of the achievements being made by the Project. Ngarrindjeri will prepare the Communication Plan in the first year of the Project and will identify the different audiences being targeted, the format of communications to be used and the key messages the Ngarrindjeri want to deliver. The Ngarrindjeri will develop communication materials in appropriate formats for the Ngarrindjeri community to access as required. Under the Communications Plan, the Ngarrindjeri will prepare a distribution list for Project communications materials and distribute a regular form of communications either in email, hard copy printed or web-based form to communicate the Project's latest activities, the personnel involved, progress towards the Projects objectives and latest events. The communications materials should also be used to engage the Ngarrindjeri community in Project activities. The Ngarrindjeri will provide the Department with the Communications Plan.

Item 3 – Policy and Planning Program Plan

The Ngarrindjeri will prepare a strategic document detailing their Policy and Planning Program. The Policy and Planning Program Plan will identify key policy and plans that the Ngarrindjeri consider are strategically important to their long-term Yarlular-Ruwe Program. The Plan will identify the owners of the policies and plans, review periods, and key consultation dates. The Ngarrindjeri will draft the Plan in the first year of the project and update it over time through consultation with key parties responsible for Caring for Country matters in the region, State and Murray-Darling Basin. The Plan will be used by the Ngarrindjeri to prioritise their annual policy, planning and related research activities. The Plan may also be used to communicate interests to members of the KNYA Taskforce and use the forum to generate targeted conversations with the relevant owners of the policies and plans. The Ngarrindjeri Yarlular-Ruwe Program Group will be responsible for endorsing the Policy and Planning Program Plan. The Ngarrindjeri will review and update the Policy and Planning Program Plan on an annual basis. The Ngarrindjeri will provide the Department with updated copies of the Policy and Planning Program Plan.

Item 4 – Research Program Plan

The Ngarrindjeri will develop a strategic document detailing their research interests and priorities. The Research Program Plan will identify key research areas that the Ngarrindjeri consider are strategically important to supporting their long-term Yarlular-Ruwe Program, to support their positions on CLLMM Program projects and other government-led environmental management programs in the Ngarrindjeri region. The Ngarrindjeri will develop the plan in the first year of the Project and will maintain as a working document over time to record research activities and for prioritising the efforts of the NRA RPPU. The Ngarrindjeri Yarlular-Ruwe Program Group will be responsible for endorsing the annual Research Program Plan in conjunction with Associate Professor Daryle Rigney, NRA RPPU. The Ngarrindjeri will review the plan on an annual basis. The Ngarrindjeri will provide the Department with updated copies of the Research Program Plan, excluding sensitive matters.

Item 5 – Training and Pathway to Employment Plan

The Ngarrindjeri will develop a Training and Pathway to Employment Plan. The Plan will seek to identify training needs that support NRC's Strategic Development Plan and future directions, for the purpose of increasing Ngarrindjeri employment in Caring for Country activities. The Plan will encompass mentoring and capacity building opportunities being made available with the Department as part of the CLLMM Program projects and as set out in the CLLMM Research and Monitoring Statement of Commitment, entered into between the Department and Ngarrindjeri guiding Ngarrindjeri engagement in specific CLLMM Program projects. The Plan will consider pathways to employment for Ngarrindjeri currently involved in Caring for Country activities and identify the linkages between proposed training and possible employment opportunities. The Plan will consider secondary and tertiary education, vocational opportunities and will be developed in conjunction with the NRA RPPU.

SCHEDULE 6

MONITORING AND EVALUATION

Item 1 – Monitoring, Evaluation, Reporting, Improvement (MERI) Plan and

Program Logic

The Ngarrindjeri will utilise the Australian Government's Monitoring, Evaluation, Reporting and Improvement (MERI) Framework and Program Logic to undertake monitoring and evaluation of the Project. The Ngarrindjeri will develop a Program Logic model for the Project in the first quarter of Project Implementation against their long-term objectives for Caring for Country. The purpose of the Program Logic will be to demonstrate the long-term objectives of the Project, the foundational aspects and activities and the immediate and intermediate outcomes. The Ngarrindjeri Yarlumar-Ruwe Program Group will be responsible for negotiating and endorsing the Program Logic model and future amendments as per Item 8c of Schedule 3.

The Ngarrindjeri will develop a MERI Plan for the Project in the first year of the Project and set of key evaluation questions to be used as part of an Annual Evaluation of the Project progress towards achieving the long-term objectives.

Item 2 – Baseline Evaluation

The Ngarrindjeri will conduct a Baseline Evaluation during the first year of the Project utilising the MERI Plan. The Baseline Evaluation will enable comparison with the outcomes of the Annual Evaluations.

Item 3 – Annual Evaluation

The Ngarrindjeri and the Department will undertake an Annual Evaluation of the Project in the last month of Years 1, 2, 3 and 4 using the process documented in the Project MERI Plan. The Department will contract an external professional to evaluate the Project at the end (Year 5) of the Project utilising the Project MERI Plan using Project budget. Ngarrindjeri will input into the selection process, Terms of Reference and outcomes for the external evaluation. Ngarrindjeri will document the Annual Evaluation in a Project Evaluation Report each year for dissemination to the Department. The external evaluator will develop the Project Evaluation Report in Year 5.

The evaluation process will include interviews with the Department's Project Manager and other officers nominated by the Department who are involved in engagement of Ngarrindjeri in CLLMM Program Project delivery.

The Ngarrindjeri will use the Annual Evaluation to review the Project Program Logic and to inform improvements and amendments to the scope of the Project. The Annual Evaluation will also be used to inform the development of the Annual Work Plan.

SCHEDULE 7

THE SERVICES

Item 1 – Project Context

The CLLMM Program is a priority component of the Australian Government's Murray Futures Program. The CLLMM Program team has developed a Long Term Plan for the Coorong, Lower Lakes, and Murray Mouth region to guide management over the next five years.

Ngarrindjeri are the traditional owners of the Ngarrindjeri Region. The Government of South Australia has recognised the Ngarrindjeri traditional connection to the region and the importance of Ngarrindjeri participation in the implementation of the Long Term Plan (LTP) through the *Kungun Ngarrindjeri Yunnan Agreement* (KNYA) 2009. Ngarrindjeri were involved in the development of the LTP and subsequent CLLMM Business Case. The Ngarrindjeri Partnerships Project is a key driver supporting the participation of Ngarrindjeri in the implementation of the Long Term Plan and the KNYA and was developed by Ngarrindjeri with support from the South Australian Government.

The Ngarrindjeri Partnerships Project (the 'Project') builds upon the aspirations of the Ngarrindjeri community as documented in the *Ngarrindjeri Nation Yarlular-Ruwe Plan*, 2006 to be supported to establish the Ngarrindjeri Yarlular-Ruwe Program. The Ngarrindjeri Yarlular-Ruwe Program is an implementation model to strengthen Ngarrindjeri participation in culturally appropriate and economically sustainable management of Ngarrindjeri Country.

The Project also aligns with the objectives and intent of the *Ngarrindjeri Regional Partnership Agreement* (NRPA), 2008 and the KNYA. These agreements formalise a new relationship between the Ngarrindjeri and the State and Australian Governments to work together to support Ngarrindjeri Caring for Country and Economic Development aspirations. The NRPA in particular aligns with the *Closing the Gap on Indigenous Disadvantage Statement*, endorsed by CoAG. The Ngarrindjeri Partnership Project seeks to contribute to the CoAG Building Blocks of economic participation and governance and leadership.

Item 2 - Ngarrindjeri Partnerships Project Description

The Ngarrindjeri Partnerships Project will support the Ngarrindjeri to make progress towards the important issues of Caring for Country and Economic Development.

The Project will continue to support Ngarrindjeri and the Ngarrindjeri Yarlular-Ruwe Program through the employment of professional officers and Ngarrindjeri cultural advisors. The core capacity will allow Ngarrindjeri to actively participate in and make informed decisions about planning, policy, research and management activities for the CLLMM Program projects and other relevant government-led environmental management programs in the Ngarrindjeri Region. This will ensure appropriate integration of Ngarrindjeri cultural values in planning and future management arrangements and support the intent of the KNYA. The core capacity will also support training, education and capacity building and related employment opportunities for the Ngarrindjeri community in natural and cultural resource management activities that will support their Caring for Country aspirations.

Over the life of the Ngarrindjeri Partnerships Project, the Ngarrindjeri, through the Ngarrindjeri Yarlular-Ruwe Program will engage in a wide range of government-led

programs relevant to the Ngarrindjeri Region. Ngarrindjeri participation in the other Murray Futures Program, Riverine Recovery will be negotiated separately to this agreement but is planned to be complimentary. The Riverine Recovery Program will operate above Wellington along the Lower Murray River channel and floodplain.

The Ngarrindjeri will prioritise CLLMM Program projects ahead of its other activities to ensure prompt and efficient Ngarrindjeri participation and engagement. The Project will also support Ngarrindjeri to progress their community's cultural responsibilities to Care for Country. The core capacity and technical support developed within the Ngarrindjeri Yarluwar-Ruwe Program will also assist Ngarrindjeri in researching and scoping the feasibility of potential economic development and associated business opportunities related to the sustainable use of their communal lands and waters. The Project will also seek to support Ngarrindjeri involvement in joint activities with the Department that address the CLLMM program outcomes (refer to Recital I).

The Project will support Ngarrindjeri to establish key partnerships, alternative funding and technical support to develop the Yarluwar-Ruwe Program into a long-term operation beyond the life of the CLLMM Program.

The Project will support the protection, conservation and management of Ngarrindjeri cultural heritage across the Ngarrindjeri region. The Ngarrindjeri Cultural Heritage Management Team will be established under the Project. The CLLMM Program will develop an annual heritage work plan that will be updated overtime and provide to the Ngarrindjeri as required to request Aboriginal Heritage Risk Management for associated program management actions.

Ngarrindjeri will ensure response times to CLLMM Program related matters will be based on the following priority ratings or as otherwise negotiated if resource capacity issues exist: high priority – 2 week; medium priority – 4 weeks, and; low priority – 8 weeks; or as otherwise agreed between the Parties.

Item 3 – Service Measures and Budget

3.1 Project Objectives

The Ngarrindjeri Partnerships Project will support the Ngarrindjeri progressing achievement towards the important issues of Caring for Country and Economic Development which are directly relevant to the CLLMM program outcomes. The Ngarrindjeri have eight (8) long-term objectives which seek to progress towards these issues, seven of which align with the CLLMM Program outcomes (Table 1). These are long-term objectives to which the Project will support low, medium and high level of achievement towards.

Table 1. Ngarrindjeri Long-Term Objectives for Caring for Country related to the Project

No.	Objective
	Caring for Country
1	Ngarrindjeri cultural heritage and unique relationship with, and responsibilities for, the region are protected (15-20yrs)
2	Strong and productive partnerships between Ngarrindjeri, industry and government and others (15-20yrs)
3	Build professional and culturally appropriate Ngarrindjeri capacity to

	Increase skills and employability in Caring for Country activities (5-20yrs)
4	Ngarrindjeri participation in governance mechanisms and their interests and perspectives integrated into planning, research and policy development (5-10yrs)
5	Ngarrindjeri playing a major role in implementing strategies to develop a resilient and healthy future for the lands and waters and all living things (20+yrs)
	Economic Development
6	Increased economic and social wellbeing within the Ngarrindjeri community (15-20yrs)
7	Ngarrindjeri enterprises are supporting a growing contemporary Ngarrindjeri economy (15-20yrs)

The Ngarrindjeri have developed an overview of the intermediate (5 year) outcomes they are seeking to achieve through the Yarluyar-Ruwe Program, associated measures and strategies they see as relevant to achieving the outcomes (Annexure 8). These measures and outcomes will be used as the basis of the Project MERI Plan and Program Logic.

3.2 Project Components

The Ngarrindjeri Partnerships Project will support Ngarrindjeri to make progress towards their long-term Caring for Country objectives through the following seven (7) components (Table 2):

Table 2. Contribution of Project components to CLLMM program outcomes and Ngarrindjeri long-term Caring for Country objectives.

Project components	Contribution to CLLMM program outcomes	Contribution to Ngarrindjeri long-term objectives
1. NRA Planning and Policy	2, 3, 4, 5	1, 2, 4, 5, 7
2. Partnerships	4, 5, 6	1, 2, 3, 4, 5, 6, 7
3. Heritage Management and Protection	4	1, 2, 3, 4, 5
4. Specialist advice to the NRA	2, 3, 4, 6	1, 2, 3, 4, 5, 6, 7
5. Education and Extension	4, 5, 6	1, 2, 3, 4, 5, 6, 7
6. Monitoring and Evaluation	6	Relevant to all
7. Ngarrindjeri enterprises	4, 5, 6	1, 2, 3, 5, 6, 7

The Project Components make contributions to the Ngarrindjeri long-term Caring for Country objectives as well as the CLLMM program outcomes.

The NRA will utilise the Ngarrindjeri Yarluyar-Ruwe Program and the core capacity provided by the Project to implement the components above and achieve progress

towards the long-term objectives. Table 4 of this Schedule summarises the tasks to be undertaken by the specialist officers and services providers the NRA propose to employ to support the delivery of the project. Project implementation will be coordinated and directed through the Ngarrindjeri Yarluwar-Ruwe Program Group in Item 7 of Schedule 3.

Component 1 – NRA Planning and Policy

This component relates to reviewing, informing and developing planning, research and policy that support the Project objectives and the Ngarrindjeri Yarluwar-Ruwe Program and seek to appropriately integrate Ngarrindjeri perspectives, interests and cultural values and includes the provision of advice to the Department regarding CLLMM Program Projects and related activities that directly or indirectly affect the Ngarrindjeri region. The component also includes negotiation of, lobbying for, and securing equitable Ngarrindjeri participation in governance mechanisms related to Caring for Country planning, research and management of the Ngarrindjeri region. The Ngarrindjeri will employ a Policy and Planning Officer and Research Officer to take the lead in implementing the component. The strategic planning undertaken as part of this component will be supported by the NRA RPPU and legal specialist.

This component will seek to establish Ngarrindjeri specific projects and programs in regional Natural Resource Management plans, associated Business Plans, strategies and reports. These activities will all aim to implement the CLLMM Program outcomes.

The Ngarrindjeri will participate in specific CLLMM Program policy, planning and research activities as requested by the Department and may also provide input into State and Murray-Darling Basin level activities that relate to the CLLMM outcomes. Ngarrindjeri agree to prioritise CLLMM Program related planning, policy and research activities ahead of these other matters.

Participation in Governance

The Ngarrindjeri will undertake research and utilise partnerships and relationships to identify and secure Ngarrindjeri participation in Caring for Country related governance arrangements relevant to the Ngarrindjeri region. The Ngarrindjeri will work with the Department to negotiate their participation in the CLLMM Program Project governance arrangements with the aim to facilitate coordinated NRM engagement. The Ngarrindjeri will also utilise the KNYA Taskforce and associated Work Groups to enable Ngarrindjeri input into Project planning and management actions.

Component 2 – Partnerships

This component relates to the development, negotiation and maintenance of cooperative partnerships and agreements between the Ngarrindjeri and the broader community, Government, Industry and other organisations for the purpose of supporting the implementation of the CLLMM Program as well as Ngarrindjeri aspirations for Caring for Country and Economic Development. The partnerships will aim to support capacity building of Ngarrindjeri in Caring for Country activities, technical support and resources for projects and programs and exploring the feasibility of Economic Development opportunities. The Ngarrindjeri will employ a Yarluwar-Ruwe Program Coordinator and Yarluwar-Ruwe Project Officer to lead this component with support from Ngarrindjeri Leadership, NRA RPPU and Legal Specialist.

Joint Projects

The Ngarrindjeri will work with partners to develop joint Caring for Country, research and Economic Development projects and programs. These partnerships will seek to secure ongoing funding through grants and Business Plans, fee for service and contract opportunities and technical in-kind support for the operation and activities of the Ngarrindjeri Yarluwar-Ruwe Program. These partnerships will be developed with the intent of supporting the Yarluwar-Ruwe Program beyond the life of the CLLMM Program. The component will also support Ngarrindjeri and the Department to coordinate collaborative activities between the CLLMM Program and existing Australian Government programs investing in the Ngarrindjeri community.

Ngarrindjeri will collaborate with the Department to develop journal articles, discussion papers and other published media that outline the innovations developed by the Project and partnership as required.

Communications

The Ngarrindjeri will develop a Communications Plan for the Project and the Ngarrindjeri Yarluwar-Ruwe Program as per Item 2 of Schedule 5. The strategy will seek to establish appropriate forms of communication to increase the awareness of the Ngarrindjeri community and well as partners in the Ngarrindjeri Yarluwar-Ruwe Program. The Ngarrindjeri will develop quarterly communications materials for circulation to existing regional media and newsletters to communicate the progress being made in implementing the Project and may establish its own newsletter.

Component 3 – Heritage Management and Protection

The component supports Aboriginal cultural heritage management work that will be undertaken by the Ngarrindjeri Cultural Heritage Management Program which will entail research, survey assessments, work area clearances and monitoring, survey reporting, planning and associated Aboriginal Heritage Risk Management of all CLLMM Program Projects and other relevant heritage matters within the Ngarrindjeri region. The component will support the development, implementation and evaluation of mechanisms to ensure that the risk of breaching Aboriginal heritage protection legislation is managed.

Aboriginal Heritage Risk Management

The Ngarrindjeri will employ a Cultural Heritage Management Team comprising a Heritage Manager, Heritage Specialist, Senior Cultural Ranger, Regional Heritage Monitor and Trainee Heritage Casual officer to implement this component. The component will also be supported by the Ngarrindjeri Leadership, Research Officer, Legal Specialist and NRA RPPU as required.

The Heritage Manager will provide policy and planning advice on cultural heritage matters and consult with the Ngarrindjeri Heritage Committee and Ngarrindjeri community about Aboriginal Heritage Risk Management. The Manager will manage the Aboriginal Heritage Risk Management of all relevant CLLMM Program projects. The CLLMM Program will provide the Ngarrindjeri Aboriginal Heritage Risk Management work plans that document heritage survey, assessment and approval requirements and to guide the activities for the Cultural Heritage Management Team. Aboriginal Heritage Risk Management will be conducted in accordance with the procedures for Aboriginal Heritage Risk Management contained in Schedule 9 to 13 of this Agreement. The Ngarrindjeri will priorities CLLMM related Aboriginal Heritage Risk Management activities above other matters discussed in this component.

The Aboriginal Heritage Risk Management processes will be actioned by the Senior Cultural Ranger, Regional Heritage Monitor and Heritage Specialist (Archaeologist/Anthropologist) also employed by Ngarrindjeri under this Agreement. The

Ngarrindjeri will provide conditional approval reports to CLLMM Program activities requests within agreed timeframes and advice to the Department if an activity is not permitted.

The Department will develop a work plan of annual heritage survey assessment requirements for CLLMM Program projects and provide this to the Ngarrindjeri through the Heritage Manager and Specialist as required. This approach will seek to ensure that heritage assessment requests are temporarily spaced so that Ngarrindjeri Cultural Heritage Management Team has the capacity to undertake the work. If Ngarrindjeri demonstrate that the capacity of the Cultural Heritage Management Team is committed to Aboriginal Heritage Risk Management activities for other CLLMM Program Projects the Parties will negotiate to resolve the capacity issue.

The Parties also agree that the Cultural Heritage Management Team is able to undertake heritage surveys on lands outside of the CLLMM region within the Ngarrindjeri region. The Ngarrindjeri agree to report to the Department on all activities that the Cultural Heritage Management Team participate in outside the CLLMM region.

Heritage and cultural awareness program

The Cultural Heritage Management Team will provide technical support to Ngarrindjeri in the development and delivery of cultural awareness and heritage management programs. These programs will be conducted on a commercial basis through the NRA member organisations in conjunction with the Ngarrindjeri Heritage Committee. Ngarrindjeri will report to the Department on the involvement of staff employed under the Project in heritage and cultural awareness programs. Ngarrindjeri will develop a marketable cultural awareness and heritage program with costed programs that can be printed and disseminated to key regional organisations, government and service providers.

The Cultural Heritage Management Team will prioritise CLLMM Program Project Aboriginal Heritage Risk Management activities above the heritage and cultural awareness program activities.

Component 4 – Specialist advice to the NRA

Utilising the Funds, the Ngarrindjeri may engage external consultants, advisors and experts to contribute to the performance of the Services under this Agreement. In doing so, the Ngarrindjeri agree to abide by Clause 6.9 of this Agreement.

NRA will contract the services of various Ngarrindjeri Leaders during the Project to provide cultural advice in regards to the CLLMM program. These service fees will be made to the Ngarrindjeri Heritage Committee Incorporated and provided to relevant Elders as required.

Ngarrindjeri will contract the services of the NRA Research, Policy and Planning Unit (NRA RPPU_ located at Flinders University to provide policy, planning, heritage and research advice to the NRA in response to CLLMM Program management actions. Ngarrindjeri will also contract the services of Shaun Berg of Berg Lawyers to provide legal advice as required. The engagement may also include the legal services of a junior lawyer, law clerk or paralegal officer to manage legal files, correspondence and projects on behalf of the Ngarrindjeri.

Ngarrindjeri will report quarterly to the Department and provide copies of any related invoices as requested to be funded under this Agreement for Component 4 services.

The specialist service provision will not exceed amounts stated in the Tables 3 and 4 of this Schedule.

Flinders University Agreement

The Ngarrindjeri have established an agreement with Flinders University to accommodate the Policy and Planning Officer and Research Officer in the Yunggoorendi First Nations Centre for Higher Education and Research, in the Office of the Vice-Chancellor. The agreement enables these NRA officers to utilise the Universities infrastructure and services in the delivery of their roles. The agreement also enables the NRA to procure the services of the NRA RPPU as described above in Specialist Services. This arrangement will continue to strengthen the relationship between Ngarrindjeri and Flinders University.

Component 5 – Education and Extension

This component relates to increasing the skills and capacity of Ngarrindjeri to be more actively involved in all aspects of Caring for Country activities within the Ngarrindjeri region but also support Ngarrindjeri gaining employment or delivering services outside of the region. This will include supporting Ngarrindjeri participation in vocational and tertiary training, practical experience in the delivery of management actions, policy, planning, research and monitoring activities, administration, governance and Board functions, heritage management, tourism and protected area management. The component also includes the support for increasing Ngarrindjeri research capacity. Developing the research skills of Ngarrindjeri people in all disciplines involved with Caring for Country is a medium and long-term priority. The Ngarrindjeri will employ the Training and Employment Officer to lead this component and facilitate Ngarrindjeri into accredited training programs.

The training focus of the Project will be defined through the development of the NRA's Training and Pathway to Employment Plan as per Item 5 of Schedule 5. The Plan will seek to identify training needs that support Ngarrindjeri enterprises, NRA Board and staff and the broader Ngarrindjeri community for the purpose of increasing Ngarrindjeri employment in Caring for Country activities. The Plan will consider pathways to employment for Ngarrindjeri currently involved in Caring for Country activities and identify the linkages between proposed education, training and possible employment opportunities, including officers employed through existing Australian Government Working on Country Program

The Training and Employment Officer will oversee and organise appropriate training programs for the NRA workforce, consider future training needs for the NRA, NRC & Ngarrindjeri Yarluwar-Ruwe Program and develop and implement training plans for the NRA and the wider Ngarrindjeri nation.

As the research arm of the NRA, NRA's RPPU will facilitate Ngarrindjeri research and collaborative research that is designed to build the capacity of the Ngarrindjeri nation and improve Ngarrindjeri wellbeing. In building partnerships with researchers and Universities new research and educational methodologies will be developed. The research capacity of the NRA's RPPU will support the development of technical recommendations to the Ngarrindjeri Yarluwar-Ruwe Program, informed feedback and advise on proposed government projects and actions and research to support Ngarrindjeri programs. Ngarrindjeri will to expand involvement in research collaboration with research partners.

Over the course of the Ngarrindjeri Partnerships Project the Ngarrindjeri will produce a Research Program Plan as per Item 4 of Schedule 5. In the first year of the Project a preliminary business plan will be developed for Research, Education and Training

Program. The Research Plan will incorporate a Ngarrindjeri Tertiary education strategy with a priority with a focus on Caring for Country related fields. In the first year of the Project a new partnership agreement will be finalised between the NRA and Flinders University to support the housing of some NRA staff at the University to support the research and tertiary education initiatives proposed in this component.

Geographical Information System

The component also includes the development and maintenance of a Geographical Information System to record and maintain information to cultural heritage management and protection. This information will assist in Aboriginal Heritage Risk Management processes and reporting back to the CLLMM program. The GIS will also assist the Ngarrindjeri in the development and implementation of Caring for Country activities within the Ngarrindjeri region. The Ngarrindjeri will employ a GIS Officer to lead this part of the component.

Component 6 – Monitoring and Evaluation

Ngarrindjeri will develop a Monitoring, Evaluation, Reporting and Improvement (MERI) Plan based on the Australian Government's framework. Ngarrindjeri will utilise the MERI Plan to undertake annual evaluations of the Project and use to inform the annual Project Work Plans. Ngarrindjeri will work with the CLLMM Program to ensure the MERI Plan and subsequent evaluations provide relevant input to the CLLMM Programs overarching monitoring and evaluation requirements.

The evaluation reports will be used by Ngarrindjeri to communicate the progress of the Ngarrindjeri Yarlumar-Ruwe Program to the broader community and partners and their involvement in the CLLMM Program. Implementation of Monitoring and Evaluation processes will be coordinated by the Yarlumar-Ruwe Program Coordinator with technical assistance from the NRA Policy and Planning Officer

Component 7 – Ngarrindjeri enterprises

This component relates to the identification, scoping and feasibility assessment of potential Economic Development opportunities for Ngarrindjeri within the Ngarrindjeri region. The Project will provide support to Ngarrindjeri Enterprises Pty Ltd (NEPL), a 100% owned subsidiary of NRA. NEPL has responsibilities for developing business enterprises for and on behalf of the Ngarrindjeri people. The Project will support the component by providing technical and research support to NEPL for the feasibility and planning aspect of economic development opportunities. The aim of economic development for Ngarrindjeri is to create ongoing employment and business opportunities for the Ngarrindjeri Nation, utilising community assets, land and waters and culture that include, but are not reliant, upon Government funding.

The Ngarrindjeri will work with the Ngarrindjeri community and assets under the administration of the NRA to identify and then investigate viable and ongoing economic development opportunities through sustainable land and water use but that may also link to the broader NRA business interests. The Project will support the NRC Business Manager and NRA General Manager in developing a NEPL Economic Development Plan that scopes opportunities, feasibility, potential partnerships, community benefits and delivery models that support Ngarrindjeri management.

Project funds will not be used to support development of Business Plans by NEPL or pilot studies or aspects of the economic development activities. These activities will be funded separately to this funding agreement.

Fee for Service Delivery

This component also relates to identification and negotiation of fee for service contracts with Government, regional organisations, Industry and other groups to be delivered by Ngarrindjeri Ruwe Contracting (NRC), a 100% owned subsidiary of NEPL. NRC employs a full-time Business Manager to support the organisations function. This position is funded through the NRPA. These contracts may be sourced through existing partnerships, agreements and arrangements or may be negotiated over time. The component also relates to the identification, negotiation and placement of Ngarrindjeri in employment with other organisations. The aim of the component is to increase the employment of Ngarrindjeri in Caring for Country activities and to secure ongoing service delivery contracts.

The Project will support this component through development and negotiation of partnerships and agreements, liaison and networking with relevant organisations. The Project staff may be required to provide planning and technical support as part of these activities and securing employment for Ngarrindjeri will be a key performance measure for all Project staff. Negotiation of fee for service may also take place as part of co-management negotiations for preferred suppliers of park management and maintenance.

The Project will support the evaluation and review of the NRC Strategic Development Plan. This Plan will provide the strategic direction for future Ngarrindjeri employment and NRC's organisational development. Ngarrindjeri may source external support to further develop the NRC business model. Project funds will not be used to fund external contractors to assist with this review process.

3.3 Project Outcomes

The Ngarrindjeri Partnerships Project will aim to deliver the five year outcomes defined in Annexure 8.

3.4 Project Tasks

The Ngarrindjeri Yarlurwar-Ruwe Program its recruited officers and specialist advisors will implement the Project in conjunction with the NRA and broader Ngarrindjeri community. The Yarlurwar-Ruwe Program Coordinator will be responsible for overseeing the implementation of the Ngarrindjeri Yarlurwar-Ruwe Program. The Coordinator and NY-R Program Group will assign NRA officers employed under the Project to take lead roles in coordinating and reporting on the specific components of this Agreement as per the descriptions in item 3.2 above. Table 3 summarises the main Project tasks to be delivered by the NRA employees, specialist service providers and relevant employment related matters.

Table 3. Tasks and Costs

ID	Task Description	Jan-Jun12	2012/13	2013/14	2014/15	2015/16	TOTAL
1.1	Yarluwar-Ruwe Program Coordinator	\$34,998	\$72,100	\$74,260	\$76,484	\$59,082	
1.2	Yarluwar-Ruwe Project Officer	\$30,000	\$15,450	\$0	\$0	\$0	
1.3	NRA GIS Officer	\$30,000	\$61,800	\$63,652	\$65,560	\$0	
1.4	NRA Training and Employment Officer	\$30,000	\$61,800	\$63,652	\$65,560	\$0	
1.5	NRA Planning and Policy Officer	\$34,998	\$72,100	\$74,260	\$76,484	\$0	
1.6	NRA Research Officer	\$34,998	\$72,100	\$74,259	\$76,484	\$0	
1.7	Heritage Manager	\$38,220	\$78,732	\$81,092	\$83,524	\$86,028	
1.8	Heritage Specialist	\$35,516	\$84,416	\$86,948	\$89,556	\$92,240	
1.9	Cultural Ranger and Heritage Monitor	\$53,850	\$110,928	\$114,256	\$117,680	\$121,208	
1.10	Trainee Heritage Casual	\$12,000	\$18,540	\$0	\$0	\$0	
1.11	Employer Contributions	\$50,186	\$97,195	\$94,856	\$97,700	\$53,784	
1.12	Staff Admin	\$150,000	\$309,000	\$286,416	\$294,948	\$161,229	
1.13	NRA RPPU	\$24,000	\$42,000	\$42,000	\$43,280	\$16,984	
1.14	Legal Services	\$24,000	\$42,000	\$42,000	\$43,280	\$16,984	
1.15	Leadership Services	\$24,000	\$42,000	\$42,000	\$43,280	\$16,986	
1.16	Training and NRM projects	\$4,629	\$4,839	\$45,349	\$11,180	\$0	
	TOTAL	\$611,395	\$1,185,000	\$1,185,000	\$1,185,000	\$624,525	\$4,790,920

Table 4. Task Description

ID	DESCRIPTION
1.1	Yarlwar-Ruwe Program Coordinator – 1 FTE
	Provide management, oversight and coordination of Ngarindjeri Caring for Country Program
	Strategic planning for Ngarindjeri Yarlwar-Ruwe Program in consultation with Ngarindjeri Leadership and community
	Coordinate and develop NRA response to and engagement with relevant government actions
	Work collaboratively with NRA Business Manager and NRA General Manager to develop opportunities and directions for employment, economic development and training
	Provide management and coordination support in Ngarindjeri consultation and engagement processes related to the CLLMM Project
	Assist in the delivery of key CLLMM projects and outcomes as per existing and future agreements
	Establish strategic links with government, research, business and community sectors to implement NRA Caring for Country Strategic plans, including Yarlwar-Ruwe Sea Country Plan
	Secure funding, resources and support for the Ngarindjeri Yarlwar-Ruwe Program from sources such as Australian Government programs – e.g. Working on Country, and Caring for our Country
1.2	Yarlwar-Ruwe Project Officer – 1 FTE
	Provide coordination and support for the Ngarindjeri Yarlwar-Ruwe Program
	Strategic planning for Ngarindjeri Yarlwar-Ruwe Program in consultation with Yarlwar-Ruwe Program Coordinator
	Coordinate and develop NRA response to and engagement with relevant government actions
	Work collaboratively with Yarlwar-Ruwe Program Coordinator to develop opportunities and directions for employment, economic development and training
	Support and coordinate on ground works related to the CLLMM Project
	Assist in the delivery of key CLLMM projects and outcomes as per existing and future agreements and in collaboration with CLLMM Project team.
	Maintain strategic links with government, research, business and community sectors to implement NRA Caring for Country Strategic plans, including Yarlwar-Ruwe Sea Country Plan
	Provide support for the Ngarindjeri Yarlwar-Ruwe Program, through Australian Government programs such as Working on Country, and Caring for our Country
	Attend regular meetings and liaise with relevant government officers as required.
1.3	GIS Officer – 1 FTE
	Establish, manage and maintain the NRA's Information Technology system
	Provide IT support to NRA staff
	Manage, store and maintain information resources and databases for NRA
	Establish, manage and maintain the NRA Geographic Information System (GIS)
	Liaise with State and Australian Government departments to enter into spatial data use agreements
	Assist with the development of information protection systems for Ngarindjeri cultural information
	Support the development of NRA information management agreements with CLLMM Project
	Develop maps and spatial products as directed by NRA officers
	Provide basic GIS / GPS training for NRA staff and field staff in partnership with Training and Employment Officer

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	Provide mentoring support for Ngarindjeri youth interested in GIS	
1.4	Training and Employment Officer – 1 FTE	
	Provide advice on, coordinate and develop appropriate training programs for the NRA	
	Undertake training needs analysis for NRA staff and field staff	
	Coordinate training opportunities with NRA's contract and employment organisations	
	Work with Yarlwar-Ruwe Program Coordinator to develop structured training programs for Ngarindjeri Yarlwar-Ruwe Program	
	Identify CLLMM project related training opportunities for NRA	
	Create employment pathways through appropriate training programs for Ngarindjeri community and youth	
1.5	Policy and Planning Officer – 1 FTE	
	Develop and draft policy in response to and in conjunction with other NRA officers and Leadership in relation to Ngarindjeri Yarlwar-Ruwe Program	
	Provide NRA with policy advice and support in response to government policy and planning requests under the CLLMM Project	
	Develop policy and procedures to articulate NRA strategies, processes and positions on its Yarlwar-Ruwe Program	
	Coordinate the development of NRA Caring for Country management planning documents	
	Coordinate NRA input into CLLMM Project and government-led management planning processes	
	Coordinate consultation with NRA and broader Ngarindjeri community in developing culturally appropriate management arrangements	
	Maintain good working relationships with all levels of government to coordinate Ngarindjeri involvement in management planning processes	
	Coordinate development of Ngarindjeri management plans for parks and reserves within the Ngarindjeri native title claim area	
1.6	Research Officer – 1 FTE	
	As the Project Officer for the NRA Research, Policy and Planning Unit (NRARPPU) carry out the following tasks:	
	Coordinate research input into project assessment, planning and delivery	
	Facilitate research input into all NRA programs associated with the CLLMM Project	
	Enable and coordinate partnerships with other researchers, groups and organizations in Ngarindjeri Yarlwar-Ruwe Program	
	Support high level tertiary training opportunities for Ngarindjeri community in government programs	
	Coordinate NRA's input into the CLLMM Project adaptive management strategy	
	Facilitate linkages and information exchange between relevant research projects and forums and government	
	Support prompt Ngarindjeri position on impacts of proposed CLLMM Projects and other government projects on culture and heritage	
	Develop and implement Ngarindjeri research protocols supporting the ethical use of Ngarindjeri knowledge	
	Facilitate planning and development of Ngarindjeri research projects and programs that contribute to the NRA Caring for Country Strategic plans	
1.7	Heritage Manager – 1 FTE	
	Provide cultural and Ngarindjeri Heritage advice to the NRA Yarlwar-Ruwe Program, relevant planning and policy development including Aboriginal Heritage Risk Management for the CLLMM Program	
	Undertake and coordinate consultation with the Ngarindjeri community on cultural and Aboriginal heritage risk management matters	
	Oversee and manage Aboriginal Heritage Risk Management in the Ngarindjeri Region, in conjunction with Heritage Specialist and Cultural Rangers	
	Managing Aboriginal Heritage staff recruitment, induction, training and retention	

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	Responsible for the development of Aboriginal heritage management plans and links to repatriation program
	Liaise with different levels of government regarding planning issues
	Liaise with project managers to develop a standard approach to dealing with Aboriginal Heritage Risk Management
	Provide advice and direction to the NRA in relation Government commitments to relevant legislation such as National Heritage of the Environment Protection and Biodiversity Conservation Act 1999 (Cth) and the Aboriginal Heritage Act 1988 (SA)
	Oversee on ground Aboriginal heritage risk management surveys and clearances in collaboration with Heritage Specialist
	Act as a point of contact for different levels of government to address Aboriginal Heritage Risk Management issues in the Ngarindjeri region.
1.8	Heritage Specialist – 1FTE
	This budget line covers Archaeologist/ Anthropologist with occasional other specialist expertise.
1.9	Cultural Ranger and Heritage Monitor – 2FTE
	Undertake field operations and surveying to enable Aboriginal Heritage Risk Management Assessments and Actions to occur where necessary before any Activity commences.
	Provide reports on the measures that must be taken to ensure proper Aboriginal Heritage Risk Management based on CLLMM Program Project priorities and Timeframes.
	Provide support with Aboriginal Heritage Risk Management to organisations delivering elements of the CLLMM Program, including but not limited to surveying, reporting and where necessary monitoring.
	Undertaking Aboriginal Heritage Risk Management related services for CLLMM Program activities facilitated by Local Action Planning groups.
	Implement and develop reporting protocols for Aboriginal Heritage Risk Management of Activities with assistance of a Specialist as required.
	Increase their Cultural and Aboriginal Heritage Knowledge.
	Assist with research into Cultural and Aboriginal heritage Knowledge to assist in delivering outcomes.
1.10	Trainee Heritage Casual – 1FTE
	Support field operations to enable Aboriginal Heritage Risk Management Assessments and Actions to occur where necessary before any Activity commences.
	Provide support with Aboriginal Heritage Risk Management to organisations delivering elements of the CLLMM Program, including but not limited to surveying, reporting and where necessary monitoring.
	Support Aboriginal Heritage Risk Management related services for CLLMM Program activities facilitated by Local Action Planning groups.
	Increase their Cultural and Aboriginal Heritage Knowledge.
	Assist with research into Cultural and Aboriginal heritage Knowledge to assist in delivering outcomes.
1.11	Employer Contributions per officer – Work Cover, superannuation and Leave Salary Loading for NRA employees in Tasks 1.1-1.10
1.12	Administration per officer – includes combination of operating costs, motor vehicle lease and office space lease per officer (\$2,500 per month)
1.13	NRA RPPU Consulting Services
	Provision of research support, policy advice and development (including protocols), reporting and planning to NRA regarding and limited to CLLMM Program as

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	required during 6 month phase (1/01/2012 – 30/06/2012)
	Funds also support NRA RPPU administrative, travel, survey related consumables and research assistance for CLLMM Program activities only
	Principle officers, their qualifications and charge out rates:
	<ul style="list-style-type: none"> • Daryie Rigney (Associate Professor, Flinders University) • Steven Hemming (Senior Lecturer, Flinders University)
	Total annual service costs will not exceed \$25,000.
	NRA will provide invoice copies to DENR on all services provided by NRA RPPU for the CLLMM Program
1.14	Specialist Legal Consulting Services
	Provision specialist legal advice and legal administrative services to NRA regarding and limited to the Project as required during 6 month period (1/01/2012 – 30/06/2012)
	Administrative services will include managing projects, files and correspondence
	Shaun Berg, Principle Lawyer of Berg Lawyers, will provide specialist legal advice at a charge out rate of \$380 per hour plus GST
	Legal administrative services to be provided by Associate Legal Officer at a charge out rate of \$250 per hour plus GST for a solicitor and \$120 per hour plus GST for a law clerk.
	Total annual service costs will not exceed \$25,000
	NRA will provide invoice copies to DENR on all services provided by specialist legal services for the CLLMM Project
1.15	Leadership Services
	Remunerate time and travel costs for the provision cultural advice and contributions to NRA regarding and limited to the Project as required during 6 month period (1/01/2012 – 30/06/2012)
	Provide Ngarindjien leadership representation at relevant meetings, consultations and negotiations regarding the Project, excepting attendance at KNYA meetings (covered under separate Agreement).
	Total annual service costs will not exceed \$25,000 and will be provided through the Ngarindjien Heritage Committee Incorporated
	NRA will provide invoice copies to DENR on all Leadership services for the CLLMM Project
1.16	Training and NRM Projects costs
	Budget allocated to NRA staff personal development and training
	Supports the establishment and implementation of small scale NCRM related projects, monitoring and or research projects.
	NRA to provide information on training activities following completion.

Table 5. Project Outputs for 2011/12 (taken from Australian Government endorsed 2011/12 Project Work Plan)

Activity	Outputs - Reporting Period One (December 2011)	Outputs - Reporting Period Two (1 January 2012 – 30 June 2012)
Planning and Design	<p>NRA Policy and Planning for the site.</p> <ul style="list-style-type: none"> • NRA Caring for Country Program Group established. • Draft report responding to CLLMM Work Plan of Program engagement opportunities and commence implementation. • Ngarindjeri planning activities and input through established working groups to the following plans: <ul style="list-style-type: none"> • CLLMM Vegetation Management Plan • CLLMM Ecological Monitoring Framework • CLLMM Icon Site Environmental Watering Plan. 	<p>NRA Policy and Planning for the site.</p> <ul style="list-style-type: none"> • Implement CLLMM Work Plan of Program engagement opportunities. • Draft Policy and Planning Program Plan mapping Government planning and policy development activities and timelines and scoping NRA involvement. • Ngarindjeri planning activities, scoping and input through established working groups to the following plans: <ul style="list-style-type: none"> • CLLMM Vegetation Management Implementation and Site planning • Ramsar Convention Ecological Character Description.
	<p>Monitoring and evaluation.</p> <ul style="list-style-type: none"> • Draft Project Monitoring Evaluation Reporting and Improvement (MERI) Plan • Report regarding Ngarindjeri heritage matters identified through CLLMM Project. 	<p>Monitoring and evaluation.</p> <ul style="list-style-type: none"> • Finalise Project MERI Plan. • Maintain report on Ngarindjeri heritage matters identified as part of CLLMM Project.
	<p>Specialist advice on Aboriginal heritage matters.</p> <ul style="list-style-type: none"> • Draft NRA Research Program Plan. • Research and Heritage Procedures Manual developed. 	<p>Specialist advice on Aboriginal heritage matters.</p> <ul style="list-style-type: none"> • Finalise NRA Research Program Plan. • Finalise Research and Heritage Procedure Manual.

Heritage Clearances	Heritage management and protection. <ul style="list-style-type: none"> Assessment of CLLMM Project related heritage matters and consultation with Ngarindjeri community undertaken. Coordinate heritage surveys to clear CLLMM Project work areas. Approval report clearing CLLMM Projects to commence and recommending mitigation options/activities (non Vegetation Program). Heritage and cultural awareness induction developed. 	Heritage management and protection. <ul style="list-style-type: none"> Assessment of CLLMM Project related heritage matters and consultation with Ngarindjeri community undertaken. Coordinate heritage surveys to clear CLLMM Project work areas. Approval report clearing CLLMM Projects to commence and recommending mitigation options/activities (non Vegetation Program).
Ngarindjeri Involvement	Partnerships (community, stakeholders and government). <ul style="list-style-type: none"> Maintain register of project partnerships / interactions. Draft NRA Communications Plan 	Partnerships (community, stakeholders and government). <ul style="list-style-type: none"> Finalise NRA Communications Plan. Investigate joint Natural Resource Management projects with partners
	Education and extension (capacity building). <ul style="list-style-type: none"> Develop register of Ngarindjeri training activities. Ngarindjeri Ruwe Contracting (NRC) tender for contracts. 	Education and extension (capacity building). <ul style="list-style-type: none"> Draft Training and Employment Pathways Plan with links to Working On Country Program investments with Ngarindjeri organisations. Maintain register of Ngarindjeri training activities NRC tender for contracts. Review NRC Strategic Development Plan.

SCHEDULE 8

SUBCONTRACTOR TERMS AND CONDITIONS

Item 1:

- 1.1. The sub-contractor is not permitted to assign this Agreement to a third party.
- 1.2. Intellectual Property arising out of the Agreement is owned in accordance with the provisions of this Agreement.
- 1.3. The sub-contractor shall at all times perform the services in accordance with the *Occupational Health, Safety and Welfare Act, 1986*, the *Occupational Health, Safety and Welfare Regulations, 1995*, and relevant Occupational Health, Safety and Welfare Codes of Practice and Australian Standards.

SCHEDULE 9

ABORIGINAL HERITAGE RISK MANAGEMENT ASSESSMENT

The assessment arrangements seek to enable Aboriginal Heritage Risk Management to occur and enable Activities that are aimed at stabilising and rehabilitating the Coorong, Lower Lakes and Murray Mouth area.

Aboriginal Heritage Risk Management Assessment and Actions may include planning and liaison, provision of advice and guidance, and formal assessment through, site survey, consultation and community meetings and reports with monitoring if required.

1. Site Works

Site Works assessment refers to location specific on-site inspection, assessment and monitoring undertaken by the Ngarrindjeri Cultural Heritage Management Team. The works methods and sites are to be clearly defined, and of a manageable size for Ngarrindjeri Cultural Rangers to be able to effectively undertake an inspection, assessment and monitoring if required.

Site Works activities are managed at the local level as determined in Schedule 10 and 11 and relate to fencing and revegetation activities.

Detailed guidelines for Site Specific fencing and revegetation activities are provided as Schedules 10 and 11. The guidelines define communication protocols and steps involved in managing cultural requirements for the site.

2. General Works

Aboriginal Heritage Risk Management Assessments for General Works relate to large-scale activities and activities that require Aboriginal Heritage Risk Management Actions to be established.

The General Works process is applicable where site inspections are not feasible or where Ngarrindjeri determine that a comprehensive site inspection assessment is not necessary or where the Site Works Assessment is not applicable.

Lakebed activities and aerial limestone treatment activities are generally covered through the General Works process.

The General Works Aboriginal Heritage Risk Management process is managed between DENR and the Ngarrindjeri Heritage Committee Inc and requirements for site inspections and monitoring will be determined by the Ngarrindjeri Heritage Committee Inc.

Detailed guidelines for General Works are provided as Schedule 12. The guidelines define communication protocols and steps involved in managing cultural requirements. The Monitoring and Research Statement of Commitment document defines the general works heritage assessment process for CLLMM research and monitoring activities (Annexure 7).

Activity Types

Bioremediation and vegetation activities that require Aboriginal Heritage Risk Management are outlined below. The type of activity determines which of the two processes outlined above, will be used to assess the proposed activity and to advise on actions required.

Information from assessments will be used to develop Aboriginal Heritage Risk Management Actions by Ngarrindjeri including work area clearances using culturally appropriate methodologies.

1. Fencing

Fences may be required to prevent stock access to water courses and to protect restoration actions and investments. The construction of fences entails driving posts into the ground thereby posing a disturbance risk to Aboriginal heritage it may also take place in areas where the risk to Aboriginal heritage is otherwise high. To ensure Aboriginal Heritage Risk Management, the Department and Ngarrindjeri agree that a site assessment will be undertaken by the Ngarrindjeri Cultural Heritage Management Team prior to any construction commencing.

Aboriginal Heritage Risk Management Assessment of fencing activities will be undertaken via the Site Works process outlined above. Additional details specific to assessing fencing activities is included as '**Aboriginal Heritage Risk Management - Fencing**' in Schedule 10.

2. Revegetation

Revegetation of terrestrial and shoreline fringe areas with local native plants of that area is an important part of stabilising and enhancing the ecology of the project area. Planting local native species of that area for revegetation involves soil disturbance, therefore the Department and Ngarrindjeri agree that an Aboriginal Heritage Risk Management Assessment will be undertaken for this activity.

Aboriginal Heritage Risk Management Assessment of revegetation activities will be undertaken via the Site Works process outlined above. Additional details specific to Aboriginal Heritage Risk Management Assessments and Actions at revegetation sites is included as '**Aboriginal Heritage Risk Management Assessments and Actions Revegetation**' in Schedule 11.

3. Lakebed Vegetation

The use of vegetation to stabilise soils and reduce acidification risks on exposed lakebeds and riparian areas has been trialed by Government and in its view proven effective and efficient. Lakebed vegetation activities include:

- Aerial seeding;
- Direct machine seeding; and
- Planting large numbers of native sedge plants of that area over the areas.

A combination of local native species and an exotic annual cereal species seed (annual life cycle) is applied to areas identified as high risk of acidification and/or soil erosion, via airplane. Seed species selection is based on soil type.

Direct machine seeding is another method that has been successfully trialed, however the areas involved are much smaller. Direct machine seeding would only be used where air application is not feasible. Direct machine seeding remains an issue for which Ngarrindjeri continues to have concerns and on-going discussion and consultation is required.

Aboriginal Heritage Risk Management of lakebed vegetation Activities will be undertaken via the **General Works** process outlined above and detailed in Schedule 12. There may be aspects of these Activities which are highly sensitive and the General Works process may not be appropriate. To the extent necessary in those circumstances the Parties will agree what Aboriginal Heritage Risk

Management will be required within the Budget specified in Schedule 7 Table 3 of this Agreement and failing agreement, provisions of the AHA will apply.

4. Acid Hotspots

High risk Acid Hotspots have been identified over time and mapped by the Government, and will be closely monitored for changes in ph levels as they are identified in the future. Government has asserted that Acid risk requires responsive action based on environmental change which is detected by monitoring.

The application of limestone into low ph water (acidified water) is a proven method to neutralize acid and restore water to an acceptable ph level. Application methods include aerial dosing with powdered limestone, liquid slurry pumping and placing limestone mounds of varying lengths within acidified waterways. Aerial dosing of powdered limestone into affected water has proven most effective and efficient.

Acid events are triggered by a combination of environmental factors that coincide. The potential consequence of acid events necessitates immediate and decisive action to mitigate ecological impacts.

The Department and Ngarrindjeri will continue to improve Aboriginal Heritage Risk Management Assessment and Actions arrangements to deal with hot spots and enable response to acid events.

Aboriginal Heritage Risk Management of Acid Hotspots will be undertaken via the '**General Works**' process outlined above and detailed in Schedule 12. There may be aspects of these works which are highly sensitive and the General Works process may not be appropriate. To the extent necessary in those circumstances the Parties will agree what Aboriginal Heritage Risk Management will be required within the Budget specified in Schedule 7 Table 3 of this Agreement and failing agreement, provisions of the AHA will apply.

5. Monitoring and Research Activities

Most monitoring and research activities do not involve disturbance of the ground and therefore may be an Aboriginal Heritage Risk Management low risk unless they are otherwise in areas where there is an Aboriginal Site, a culturally sensitive area or have other implications for Ngarrindjeri cultural heritage. Some monitoring and research Activities however, do involve disturbing the ground. Core sampling for example, is a monitoring and research activity where specific activities have been submitted for Aboriginal Heritage Risk Management Assessment via the KNYA meetings. A heritage assessment and approvals process for the CLLMM Program research and monitoring program activities has been developed with Ngarrindjeri as part of the CLLMM Monitoring and Research Program Statement of Commitment (refer to Annexure 7).

Monitoring and research Activities may involve a range of ground disturbing actions and at various scales.

Monitoring and research Activities that propose ground disturbance action or are otherwise in areas of cultural sensitivity or Aboriginal Sites will be processed via the '**General Works**' process outlined above and detailed in Schedule 12. There may be aspects of these works which are highly sensitive and the General Works process may not be appropriate. To the extent necessary in those circumstances the Parties will agree what Aboriginal Heritage Risk Management will be required

within the Budget specified in Schedule 7 Table 3 of this Agreement and failing agreement, provisions of the AHA will apply.

SCHEDULE 10

SITE WORKS ASSESSMENT - FENCING

ABORIGINAL HERITAGE RISK MANAGEMENT FOR UNDERTAKING FENCING ACTIVITIES

The following guidelines were developed as a means to undertake timely, accurate and purposeful Aboriginal Heritage Risk Management of sites where landholders are undertaking fencing works to exclude stock from waterways in the Agreement Area.

The Department considers it is important from both an environmental and heritage perspective that fencing works proceed in a timely manner as soil erosion and acidity are posing significant threats to the natural environment and heritage sites alike. Delivery of fencing works enables stock exclusion from the waterways to provide protection from grazing and trampling for naturally germinating and revegetated plants that act to stabilise soils and mitigate acid sulphate soils through bioremediation.

It is also important to note that these guidelines do not in any way aim to replace or provide an alternative to the aspirations or any proposals put forward by the Ngarrindjeri. Rather, they have been developed as a means to undertake fencing on ground works in the timely, consultative, and flexible manner. Aboriginal Heritage Risk Management is essential for land owner engagement and participation, whilst ensuring that these works do not disturb or damage sites of Aboriginal heritage significance. The Department and or its Project delivery partners will support Aboriginal Heritage Risk Management of areas where fencing is to be erected.

The key principles of the fencing guidelines are as follows;

- Aboriginal Heritage Risk Management Assessments and Actions including surveys will be undertaken by the Ngarrindjeri Senior Cultural Ranger and Cultural Ranger under the direction of Ngarrindjeri.
- The Ngarrindjeri Heritage Manager will be contacted to arrange site visits at least 72 hours prior to proposed dates.
- The Aboriginal Heritage Risk Management Assessment request form will be used by the Department and its project delivery partners to advise the Ngarrindjeri Heritage Manager when and where and for what purpose the Aboriginal Heritage Risk Management Assessments/Actions including surveys are required. Minimum notice protocols will be followed in accordance to those that have been developed.
- Aboriginal Heritage Risk Management clearance will be for site and activity specific actions i.e. fencing on a given property, and will not necessarily provide blanket Aboriginal Heritage Risk Management clearance for any other action.
- Where an Aboriginal Site or culturally sensitive area is identified there will need to be a Ngarrindjeri Cultural Ranger on site to monitor the construction of the fence in the immediate vicinity of the Aboriginal Site to ensure Aboriginal Heritage Risk Management of that site. Monitoring during fence construction needs to be undertaken for the portion of fencing that is being constructed around the identified Aboriginal Site only.

- It is acknowledged that the time taken to undertake an Aboriginal Heritage Risk Management Assessment by survey on a given site will vary on a site by site basis due to different site specifics and length of proposed fencing.
- Identified Aboriginal Sites along a proposed fence line will be incorporated into the areas excluding stock where possible and practicable in consultation with the Ngarrindjeri Heritage Manager.
- Fencing immediately around an identified Aboriginal Site or culturally sensitive area will need on-site monitoring during fence construction, whilst areas where no Aboriginal Sites are identified can proceed without Cultural Rangers present.
- There is a requirement for Aboriginal Heritage Risk Management Assessments and Actions including surveys to be undertaken by Cultural Rangers who are experienced and as such opportunities for training of less experienced Cultural Rangers exist. The opportunity to provide training and practical experience of this nature and in the delivery of on ground works projects is supported and encouraged by the Department and its project delivery partners.

The process for site specific project implementation in relation to Aboriginal Heritage Risk Management Assessment is as follows:

1. The Department or one of its project delivery partners is contacted by a landholder about erecting fencing.
2. The Department or one of its project delivery partners organises the property site visit date and time with the landholder within established timeframe protocols for Aboriginal Heritage Risk Management Assessment notification (Minimum of 72 hours notice) and notifies the landholder that an Aboriginal Heritage Risk Management Assessment of the proposed fence line will be required to ensure that no damage to Aboriginal Sites occurs.
3. The Department or one of its project delivery partners notifies the Ngarrindjeri Heritage Manager of the site visit date and time within established timeframe protocols for Aboriginal Heritage Risk Management Assessment notification (Minimum 72 hours) using the request for Aboriginal Heritage Risk Management clearance form.
4. Ability to attend the site visit on the proposed date and time is confirmed by all parties.
5. Any known and relevant background information is provided to the Ngarrindjeri Heritage Manager by the Department or one of its project delivery partners and vice versa.
6. The site visit takes place and the fence location is negotiated between all parties present (landowner, Ngarrindjeri Heritage Manager, Departmental or its project delivery partner personnel)
7. Sites identified as being Aboriginal Sites along a proposed fence line will be incorporated into the area excluding stock where possible and practicable in consultation with the Ngarrindjeri Heritage Manager. If grazing is to continue within the fenced area, the heritage site/s is/are to be completely fenced where practicable and possible.
8. The agreed fence location is recorded using GPS whilst on site and consent is to be given by all parties present for the agreed fencing works to commence.

9. An Aboriginal Heritage Risk Management report is provided by the Ngarrindjeri Heritage Manager to the Department.
10. Where an Aboriginal Site is identified there will need to be a Cultural Ranger on site to monitor the construction of the fence in the vicinity of the identified Aboriginal Site. The timing of these fencing works will therefore need to be closely coordinated between the landholder, Ngarrindjeri, Departmental or its project delivery partner personnel, and contractors. On-site Aboriginal Heritage Risk Management Actions including monitoring during fence construction needs to be undertaken for the portion of fencing that is being constructed around the identified Aboriginal Site only. All other approved and Aboriginal Heritage Risk Management cleared fencing works on that property can be constructed without on-site Aboriginal Heritage Risk Management Actions including monitoring.
11. Any assistance that the landholder requires during construction of the fence with regard to technical or funding issues will be addressed by the Department or one of its project delivery partners, whilst any Aboriginal Heritage Risk Management issues will be referred to the Ngarrindjeri Heritage Manager.
12. The landholder notifies the Department or one of its project delivery partners when the fencing works have been completed.

The Department or one of its project delivery partners inspects the fencing works to ensure they are in accordance with what was agreed by all parties at the initial site visit. The works are recorded using GPS. There may be aspects of these works which are highly sensitive and the process herein may not be appropriate. To the extent necessary in those circumstances the Parties will agree what Aboriginal Heritage Risk Management will be required within the Budget specified in Schedule 7 Table 3 of this Agreement and failing agreement, provisions of the AHA will apply.

SCHEDULE 11

ABORIGINAL HERITAGE RISK MANAGEMENT ASSESSMENT –

REVEGETATION SITES

ABORIGINAL HERITAGE RISK MANAGEMENT for UNDERTAKING REVEGETATION ACTIVITIES

The following guidelines define the agreed process to undertake timely, accurate and purposeful Aboriginal Heritage Risk Management on sites where revegetation activities may be undertaken.

It is important from both an environmental and heritage perspective that revegetation activities proceed in a timely manner as degraded biodiversity, soil erosion and acidity can pose significant threats to the natural environment and heritage sites alike. Revegetation activities aim to replace and replenish local native species of flora to restore habitat, stabilise soils and in some situations, assist in bioremediation of acid sulfate soils following oxidation.

These guidelines do not in any way aim to replace or provide an alternative to the aspirations of the Ngarrindjeri. Rather, they have been developed as a means to enable revegetation to be undertaken in a timely, consultative, and flexible manner. Aboriginal Heritage Risk Management is essential for community and land owner engagement and participation, whilst ensuring that these works do not disturb or damage sites of heritage significance.

Key Principles of the guidelines are as follows;

- The Aboriginal Heritage Risk Management Assessments and Actions including surveys will be undertaken by the Ngarrindjeri.
- A minimum of 72 hours notice to the Ngarrindjeri Heritage Manager is required to undertake site visits by the Cultural Rangers.
- The Aboriginal Heritage Risk Management Assessment request form will be used by the Department and its project delivery partners, to advise the Ngarrindjeri Heritage Manager when, where and for what purpose Aboriginal Heritage Risk Management Assessments and Actions including surveys are required. Minimum notice protocols will be followed in accordance to those that have been developed.
- Aboriginal Heritage Risk Management clearance will be for site and activity specific actions i.e. revegetation at a given site, and will not necessarily provide blanket Aboriginal Heritage Risk Management clearance for any other action.
- Where an Aboriginal Site is identified there will need to be a Cultural Ranger on-site to monitor the revegetation activities in the immediate vicinity of the Aboriginal Site. Aboriginal Site monitoring during revegetation activities needs to be undertaken for the portion of revegetation that is being undertaken around the identified Aboriginal Site only. All other revegetation works on that property can be undertaken without on-site Aboriginal Heritage Risk Management Actions including monitoring.
- It is acknowledged that the time taken to undertake an Aboriginal Heritage Risk Management Assessment and Actions including a survey on a given site will vary on a site by site basis due to different site specifics such as terrain and size.

- Areas within proposed revegetation sites, identified as Aboriginal Sites will be excluded from revegetation activities. In situations where the Aboriginal Site is unable to be excluded from the revegetation site, the Aboriginal Site will be not be revegetated until arrangements have been negotiated and agreed with Ngarrindjeri in writing and the AHA has been complied with.
- Revegetation immediately around identified Aboriginal Sites may require on-site monitoring during revegetation activities, whilst areas where no Aboriginal Sites are identified can proceed without Cultural Rangers present.
- There is a requirement for Aboriginal Heritage Risk Management Assessments and Actions including surveys to be undertaken by experienced Cultural Rangers and as such opportunities for training of less experienced Cultural Rangers exist. The opportunity to provide training and practical experience of this nature and in the delivery of on ground works projects and funding is encouraged.

The process for site specific actions in relation to Aboriginal Heritage Risk Management Assessment and Actions is as follows;

1. The Department or one of its project delivery partners identified a potential revegetation site.
2. The Department or one of its project delivery partners organises a site visit date and time with the landholder within established timeframe protocols for Aboriginal Heritage Risk Management Assessment notification (Minimum of 72 hours notice) and notifies the landholder that a Aboriginal Heritage Risk Management Assessment of the proposed revegetation site will be required to ensure that no damage to Aboriginal Sites occurs.
3. The Department or one of its project delivery partners notifies the Ngarrindjeri Heritage Manager of the site visit date and time within established timeframe protocols for Aboriginal Heritage Risk Management Assessment notification (Minimum 72 hours) using the request for Aboriginal Heritage Risk Management Assessment form.
4. Ability to attend the site visit on the proposed date and time is confirmed by all parties.
5. Any known and relevant background information, including searches of the Central Archive which includes the Register of Aboriginal Heritage Sites and Objects within the proposed revegetation area, is provided to the Ngarrindjeri Heritage Manager by the Department or one of its project delivery partners and vice versa.
6. The site visit takes place and revegetation activities are negotiated between the landowner, Cultural Rangers, the Department's nominated representative.
7. The boundaries of revegetation sites identified as having Aboriginal Sites within, will be adjusted to exclude the Aboriginal sites. Where adjustment is not feasible revegetation activities will not commence until arrangements are negotiated and agreed with Ngarrindjeri in writing.
8. The agreed revegetation sites and any Aboriginal Sites are to be recorded using GPS whilst on site.
9. Revegetation activities are defined by all parties present and the information is to be considered in the Aboriginal Heritage Risk Management Assessment.

10. An Aboriginal Heritage Risk Management report is to be provided by the Ngarrindjeri Heritage Manager to the Department. The Aboriginal Heritage Risk Management report is to state whether approval to revegetate the site is granted or not and if so, any conditions imposed as Aboriginal Heritage Risk Management Actions including on-site monitoring requirements.
11. Where on-site Aboriginal Heritage Risk Management monitoring is required the timing needs to be closely coordinated between the landholder, Ngarrindjeri, the Department or one of its project delivery partners, and contractors. On-site Aboriginal Heritage Risk Management monitoring needs to be undertaken for the portion of planting that is being undertaken around the identified Aboriginal Site. All other approved and Aboriginal Heritage Risk Management cleared revegetation activities on that property can be undertaken without on-site Aboriginal Heritage Risk Management monitoring.
12. Any assistance that the landholder requires during planting with regard to technical or funding issues will be addressed by the Department or one of its project delivery partners, whilst any heritage issues will be referred to the Ngarrindjeri Heritage Manager.
13. The Department or one of its project delivery partners will notify the Ngarrindjeri Heritage Manager when the revegetation works have been completed.

There may be aspects of these works which are highly sensitive and the process herein may not be appropriate. To the extent necessary in those circumstances the Parties will agree what Aboriginal Heritage Risk Management will be required within the Budget specified in Schedule 7 Table 3 of this Agreement and failing agreement, provisions of the AHA will apply.

SCHEDULE 12

SITE WORKS ASSESSMENT AREA, REGIONAL AND CLLMM PROGRAM PROJECTS

ABORIGINAL HERITAGE RISK MANAGEMENT ASSESSMENT for UNDERTAKING AREA and REGIONAL ACTIVITIES INCLUDING CLLMM PROGRAM PROJECTS

This guideline defines the process to undertake timely, accurate and purposeful Aboriginal Heritage Risk Management Assessment and Actions for activities not covered in the 'Fencing' and 'Revegetation' guidelines but otherwise included within the scope of this Agreement.

The General Works process is to be used in the following situations:

- where Ngarrindjeri deem on-site inspection not necessary;
- As an initial step for bioremediation and revegetation activities:
 - limestone treatment proposals;
 - monitoring; and
 - research activities.
- As an initial step for CLLMM Program Projects and proposed government-led environmental management projects.

As an initial step for new proposals, Ngarrindjeri have the opportunity to determine inspection requirements for each proposal.

It is important from both an environmental and Aboriginal heritage perspective that key activities, treatments and research proceed in a timely manner as delays can pose significant threats to the natural environment and Aboriginal Sites alike. All activities aim to protect and preserve local environmental and cultural assets.

These guidelines do not in any way aim to replace or provide an alternative to the aspirations of the Ngarrindjeri but rather as an articulation of general matters. Rather, they have been developed as a means to enable CLLMM Program Projects and relevant government-led environmental management projects to be undertaken in a timely, consultative, and flexible manner. The process of Aboriginal Heritage Risk Management Assessment is essential for community and land owner engagement and participation, whilst ensuring that these works do not disturb or damage Aboriginal Sites.

Key Principles of General Works:

- The process is managed by the Ngarrindjeri Heritage Committee Inc and the Department.
- On-site inspection requirement is to be determined by Ngarrindjeri Heritage Committee Inc as part of the assessment process.
- Due to the variability of proposals, response time will be negotiated upon submission but based on the high, medium and low priorities provided in the Service Specification (Schedule 7).
- The Department or its nominated representative will advise Ngarrindjeri Heritage Committee Inc when it proposes to undertake activities that may impact on cultural sites. The Department will use the Aboriginal Heritage Risk Management Assessment Request form included as Schedule 13 and will emailed to the Ngarrindjeri Heritage Manager and the Department will notify the Ngarrindjeri via the KNYA Taskforce meetings held on a monthly basis.

Minimum notice protocols will be followed in accordance to those that have been developed.

The process for **General Works** is as follows;

1. The Department provides details of the proposed activity to the Ngarrindjeri Heritage Committee Inc on the form provided as Schedule 13 through the Ngarrindjeri Heritage Manager. Any known and relevant background information is to be provided with the initial submission.
2. The Ngarrindjeri Heritage Committee will acknowledge receipt of the submission and provide an estimated timeframe for response. It is acknowledged that the time taken to assess proposals will vary.
3. The Ngarrindjeri Heritage Committee Inc will assess the proposal and seek additional information from the Department as required.
4. The Ngarrindjeri Heritage Committee Inc will provide the Department with an Aboriginal Heritage Risk Management report that includes any approvals and conditions.
5. If Aboriginal Heritage Risk Management site inspection is required, the date and time is to be agreed by all parties.
6. Where Aboriginal Heritage Risk Management monitoring is required during the proposed activity, the Department and the delivery agent will work with Ngarrindjeri to establish timing and to arrange Ngarrindjeri attendance.
7. Aboriginal Heritage Risk Management issues arising during implementation of the proposal will be referred to the Ngarrindjeri Heritage Committee Inc or if arranged through the Ngarrindjeri Heritage Manager, to the Ngarrindjeri Heritage Manager.

There may be aspects of these works which are highly sensitive and the process herein may not be appropriate. To the extent necessary in those circumstances the Parties will agree what Aboriginal Heritage Risk Management will be required within the Budget specified in Schedule 7 Table 3 of this Agreement and failing agreement, provisions of the AHA will apply.

SCHEDULE 13

ABORIGINAL HERITAGE RISK ASSESSMENT REQUEST

Project Name:

Area:

Specify area (attach map)

Action Sought:

Requested by:
Resources

Name, Department for Environment and Natural

Date:

____ / ____ / ____

Contact Number (mobile):

Email:

____@sa.gov.au

Activities:

1. _____

Location/s and Approximate Areas (ha):

1. _____

Equipment to be used:

1. _____

Impacts:

(include relevant maps showing project locations, photos showing project methodologies)

1. _____

Storage:

(if cores or samples are being taken please identify where these will be stored)

Name of the persons doing works

Proposed start date:

____ / ____ / ____

Proposed completion date:

____ / ____ / ____

Ngarrindjeri Heritage Committee Approvals Form

Site Inspection Required (please check box):

Yes

☐

No

☐

If Yes, please provide details on Site Inspection below:

Date: ____ / ____ / ____

Who Inspected Site: _____

Community Consultation Required (check box):

Yes

☐

No

☐

If Yes, please provide details on Consultation below:

Date: ____ / ____ / ____

Location(s): _____

Resource Implications (check box):

Yes

☐

No

☐

If Yes, provide details: _____

Report on Heritage Sites / Issues (please attach a short report if required on heritage sites or issues):

Areas or Sites to Avoid (if appropriate please mark on map attached):

Comments on Project: _____

Project Approved by Ngarrindjeri Heritage Committee, subject to map of areas or sites to avoid and conditions above (check box):

Yes

☐

No

☐

If No, please contact person requesting approval to discuss.

Name of Authority: Tom Trevorow, Chair of Ngarrindjeri Heritage Committee

Signature: _____ Date: ____ / ____ / ____

ANNEXURE 2

NGARRINDJERI REGIONAL PARTNERSHIP AGREEMENT



Australian Government



NGARRINDJERI REGIONAL PARTNERSHIP AGREEMENT

Between the

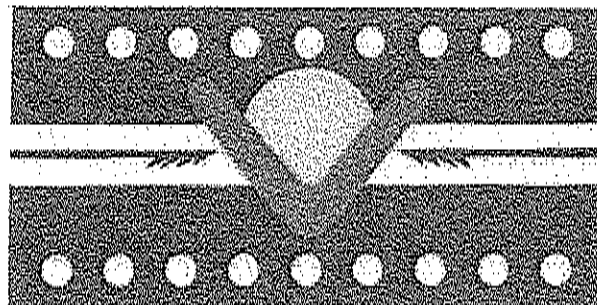
Ngarrindjeri Regional Authority

the

Australian Government

and the

State Government of South Australia



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1. OVERVIEW

1.1 The Ngarrindjeri

The Ngarrindjeri people occupied, enjoyed, managed and used their inherited lands and waters within the area of the River Murray, Lower Lakes, Coorong and adjacent areas since creation. They were here when the sea level began rising and their ancestors watched the sea flooding over the coastal plains. They were here when the rivers, lakes and hills came into being and here when the sea settled at its current levels. These dramatic events are recorded in their creation stories.

Ngarrindjeri people were here, are here and will be here for all time.

Ngarrindjeri people speak a common Ngarrindjeri Language. They comprise several peoples, each with particular knowledge about areas of Ngarrindjeri *Yarluwar-Ruwe* (Sea-Country). They are all linked through creation stories, creation travels, ceremonies and sacred places. Central to their shared culture is their Creator Ancestor, Ngurunderi, whose travels and actions created the River Murray, the Lakes, the Coorong, coastal hummocks, lands, waters, their animals, plants, fish and other resources.

Creation stories and oral traditions have been passed down from generation to generation and with them a detailed knowledge of the *Yarluwar-Ruwe*. They developed many tools, technologies and other equipment to harvest and process the *Yarluwar-Ruwe* resources, including fish nets, fish weirs, spears, lines, snare traps, decoys, bark canoes, reed rafts, large floating fishing platforms and woven baskets. Their capacity for storing food enabled them to organise large gatherings of Ngarrindjeri people to engage in trade, ceremonies and other social activities with neighbouring nations and with the formal governing council *Tendi*, ensured and will continue to ensure, stable and sustainable society and maintain obligations to *Yarluwar-Ruwe*.

Ngarrindjeri culture and economy have always depended on the resources of the *Yarluwar-Ruwe*. They used and continue to use the resources of the land, but it was the saltwater and freshwater environments that provided most of their needs. So plentiful was the wealth of sea and marine life such as fish, shellfish, eels, water birds and water plants that they have always lived settled lifestyles.

Because of this richness of natural resources and the sustainable use and management of them, the *Yarluwar-Ruwe* supported among the highest density of Aboriginal people anywhere in Australia prior to European arrival and this knowledge of the *Yarluwar-Ruwe* will continue to underpin Ngarrindjeri survival and economy.

1.2 Parties

The Parties to this Agreement are the:

- Ngarrindjeri Regional Authority Incorporated (Ngarrindjeri Regional Authority)
- Australian Government (Australian Government) and
- State Government of South Australia (SA Government)

Each of the Parties has included in *ATTACHMENT 1* its current organisation members or departments that may assist in this Agreement.

1.3 Purpose

This Agreement sets out strategic and innovative approaches and projects for joint action by the Parties to address important issues of Economic Development and Caring for Country, in the Ngarrindjeri region to:

- identify economic development, business and investment opportunities to be developed and owned by the Indigenous community
- identify and provide training and skills development where necessary to equip individuals with the necessary skills to manage and sustain these business ventures
- address the unacceptably high levels of unemployment experienced by Indigenous people in the Ngarrindjeri region
- acknowledge the Ngarrindjeri peoples inherent role in its land, sea and country and seek their involvement in fulfilling their cultural responsibilities in managing such country and
- increase involvement of the Ngarrindjeri people in the coordination, administration and implementation of natural resource management activities within the Ngarrindjeri region.

The Parties to this Agreement seek to build, around the two themes of Economic Development and Caring for Country, sustainable and prosperous communities to maximise opportunities for individuals and organisations to:

- create ongoing, independent, economic wealth
- gain and create employment in a number of business ventures
- seek and engage in relevant training
- achieve benefits from businesses operating in the region, possibly leading to long term engagement in mainstream employment and
- explore options to provide a formal structure through which negotiations relating to natural resource management activities on lands within the Ngarrindjeri region can be coordinated.

The Parties share a vision for the region that aims to address Indigenous disadvantage and supports Indigenous people to take opportunities in the economy.

The Agreement is made in a spirit of partnership and shared responsibility and with the understanding that this work benefits the Ngarrindjeri community in South Australia.

This Agreement is intended to be a statement of the mutual intentions of the Parties and is not intended to give rise to any enforceable rights or binding obligations on the part of any party.

This Agreement does not affect any Native Title rights and interests of the Ngarrindjeri people. Projects under this Agreement may complement activity undertaken in accordance with other arrangements or agreements.

1.4 Geographic Scope

The geographic scope of the Agreement will cover the area identified and known as the Ngarrindjeri region of South Australia. The area identified in this Agreement is not legally binding on any of the Parties in any current or future claims.

1.5 COAG Strategic Platform

The *Closing the Gap on Indigenous Disadvantage Statement*, endorsed at the Council of Australian Governments (COAG) meeting on 26 March 2008 underpins the approach that the Australian Government and SA Government have adopted and includes:

- healthy homes
- safe communities
- health
- early childhood
- schooling
- economic participation and
- governance and leadership.

Drawing on these platform principles, this Agreement pertains to economic participation and governance and leadership to develop the Economic Development and Caring for Country projects and outcomes.

1.6 Roles and Responsibilities

The Ngarrindjeri Regional Authority

The Ngarrindjeri Regional Authority (NRA) represents communities and organisations that currently make up the Ngarrindjeri Nation and the current individual Native Title claimants of the *Ngarrindjeri and Others Native Title Claim*. Ngarrindjeri people have continued their relationship and use of the land and waters of this area whilst still interacting and dealing with the Australian and SA Governments. These actions have been primarily aimed towards building better relationships with the non-Indigenous community and developing Ngarrindjeri communities and individuals whilst protecting their cultural knowledge, important areas and sites.

The Ngarrindjeri Regional Authority desires to achieve better economic outcomes and development for the communities and the individuals it represents by developing initiatives to achieve these results, whilst still maintaining their own unique culture, cultural knowledge and materials. It is on this basis of building better and more positive relationships to achieve better economic outcomes with cultural protection that the Ngarrindjeri Regional Authority enters into this Agreement. The Ngarrindjeri Regional Authority does not intend by this agreement or any other similar agreement to provide either the Australian or SA Government with control over their culture, cultural knowledge and/or materials.

The Ngarrindjeri Regional Authority will:

- be the point of contact to facilitate closer working relationships between the Parties and communities on issues relating to Economic Development and Caring for Country under this Agreement
- facilitate and negotiate regional and local level agreements where appropriate between the Parties and those communities that are members of the Ngarrindjeri Regional Authority on issues relating to Economic Development and Caring for Country and
- actively encourage Ngarrindjeri people to become involved in this Agreement and provide leadership to reach the agreed targets.

The Australian Government

The Australian Government will, through the Adelaide Indigenous Coordination Centre (ICC) provide:

- a point of contact for Australian Government programs, services and funding to the Ngarrindjeri communities
- a primary contact point for the development and implementation of Shared Responsibility Agreements (SRAs) and Regional Partnership Agreements (RPAs) with the Ngarrindjeri communities on behalf of the Australian Government
- opportunities for enhanced cooperative approaches including maximising linkages between this Agreement and any SRAs or agreements that have or may be developed in the region and
- the management, coordination and implementation of this Agreement on behalf of the Australian Government.

The State Government of South Australia

The SA Government, through the Aboriginal Affairs and Reconciliation Division (AARD) in the Department of the Premier and Cabinet (DPC), will:

- provide the primary point of contact within the South Australian Government for matters related to this Agreement and
- coordinate the activities of the South Australian Government agencies that have agreed to assist with the implementation of the Agreement's objectives.

The Parties agree to bring in, where necessary, new partners to achieve the targets set by the Agreement, such as local government, Regional Development Boards, Natural Resource Management (NRM) boards and other parties.

2. OUTCOMES AND OBJECTIVES

In making this Agreement, the Parties have agreed to work together in partnership to share responsibility for building social and economic assets in the Ngarrindjeri region that provide opportunities for Economic Development and increased involvement in Caring for Country activities.

The key outcomes will include:

- increased business enterprises, economic development and investment
- increased employability and employment for Indigenous people
- a more culturally appropriate management regime for lands in the Ngarrindjeri region
- a strong partnership between Indigenous people, industry and government that works to generate solutions to complex issues on a local or regional basis
- a dedicated Regional Partnership Committee to progress implementation and
- a framework for working together and the promotion of best practice.

The objectives of this Agreement are:

Objective 1: Explore options for improved service delivery and Ngarrindjeri involvement in Caring for Country projects on lands within the Ngarrindjeri region

To explore options for a Caring for Country centre and program to provide a formal structure through which negotiations relating to activities on lands in the Ngarrindjeri

region can be coordinated and maximise Ngarrindjeri peoples involvement in the management, planning and coordination of these lands for the benefit of country and community.

Rationale:

Central coordination and administration of Caring for Country funding, negotiations, activities and program delivery occurring in the Ngarrindjeri region.

Increase capacity and opportunities for participation by Ngarrindjeri people in the planning and management of lands in the Ngarrindjeri region for long term economic development, cultural, natural resource management and environmental management.

Objective 2: Ngarrindjeri involvement in fisheries and marine life on lands and waters within the Ngarrindjeri region

Commitment to Ngarrindjeri involvement in fisheries and marine life including working toward:

- greater recognition of the Ngarrindjeri community in fisheries management on lands and waters within the Ngarrindjeri region
- improved economic use by the Ngarrindjeri people of fisheries resources
- ensuring existing and future management plans address Ngarrindjeri peoples interests and values.

Rationale:

Freshwater and saltwater fishing have been fundamental to the Ngarrindjeri cultural economy since time immemorial. Natural resources should be allocated and managed according to the priorities of:

- rationalisation of existing fishing licences and the future of these licences
- commercial and recreational hunting and fishing
- conservation and other identifiable overriding interests.

Objective 3: To secure employment with government and industry

To secure employment and maximise retention in employment.

Rationale:

To increase Indigenous participation and employment in the mainstream economy, with a focus on engagement in Caring for Country opportunities and the development of environmental services.

Given the natural resource management activities carried out on lands in the Ngarrindjeri region by government agencies and natural resource bodies, there is also the opportunity to achieve or exceed the two per cent Indigenous employment target in SA Government agencies in the region.

Objective 4: Facilitate the development of a sound corporate structure and good governance for economic development with the Ngarrindjeri Regional Authority

Establish an investment entity with the appropriate Board structure and develop an economic development framework and investment strategy.

Rationale:

A sound corporate structure and good governance will assist to build economic wealth and sustainability.

Objective 5: Identify and implement economic development opportunities

5.1 Develop a Ngarrindjeri Strategic Economic Investment Plan to identify investment and business opportunities

Rationale:

There are currently businesses operating independently and a strategic approach will provide greater opportunities for financial gain and to enhance the social wellbeing of the Ngarrindjeri community.

5.2 Develop a coordinated and strategic approach to tourism by Ngarrindjeri ventures within the region

Rationale:

Existing Ngarrindjeri tourist ventures have the potential to benefit significantly from a more coordinated and strategic approach within the tourism sector:

- the Ngarrindjeri Regional Authority can play a significant role in coordinating tourism ventures across the Ngarrindjeri region, with the support of Australian and SA Government agencies, as well as the private sector
- an Indigenous regional tourism plan is required to identify gaps and opportunities, as well as relevant partners to increase the tourist/visitor Indigenous experience.

Each of the above mentioned objectives is supported by a project plan as detailed in *ATTACHMENT 2*.

3. PERFORMANCE, MANAGEMENT AND EVALUATION

The Parties to this Agreement will form a Regional Partnership Committee including representatives from the Ngarrindjeri Regional Authority, the Australian Government, SA Government and other relevant parties to oversee the implementation of this Agreement and to ensure the targets and outcomes intended from this Agreement are achieved.

Membership of the Committee will be agreed to by the Parties, with the first meeting being held within one month of signing the Agreement.

The Regional Partnership Committee will:

- monitor and evaluate progress against the targets outlined in the Project Plans contained in *ATTACHMENT 2* of this Agreement
- jointly develop and agree on baseline data and key performance indicators that can be reported against for the duration of this Agreement
- meet quarterly (or as otherwise agreed) to assist in the implementation, management and monitoring of the activities under this Agreement and
- provide performance information for evaluations on a quarterly basis or as required to the Adelaide ICC.

The Adelaide ICC will provide coordination and secretariat support to the Regional Partnership Committee.

Note: The reference to data collection in this section does not intend to imply that any culturally sensitive information or material will be required to be contributed by the Ngarrindjeri Regional Authority.

4. DISPUTE RESOLUTION

Where any party believes there is a dispute in relation to any matter under this Agreement, it shall provide a written dispute notice to the Regional Partnership Committee, specifying the nature of the dispute.

Where mediation fails to resolve a dispute in relation to any matter under this Agreement, the Parties will apply their best endeavours to amend or renegotiate this Agreement.

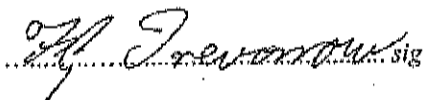
5. DURATION OF THE AGREEMENT

This Agreement commences on the date of signing by all Parties and will continue for two years or until the Parties agree to terminate the Agreement or prepare another document that replaces this Agreement. Individual Parties are free to withdraw from this Agreement where they cease to exist or for other reasons by notifying the committee in writing.

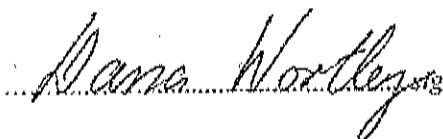
It is planned that over the life of the Agreement, the partnership will grow to include parties not initially signed up to the Agreement and will expand the suite of projects currently being undertaken through the auspices of the Partnership. Any new party shall become a party to this Agreement by consent of the Parties.

This Agreement was made on Wednesday the 16th day of July 2008

Signed for and on behalf of the PARTIES

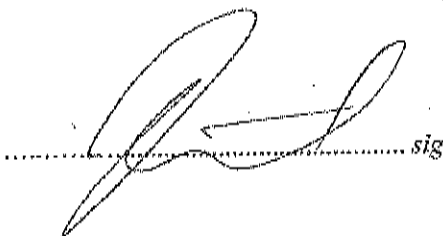
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Mr. George Trevorrow
Chairperson
Ngarrindjeri Regional Authority Inc

 sig

Senator Dana Wortley
on behalf of
The Hon Jenny Macklin, MP
Minister for Families, Housing,
Community Services and Indigenous
Affairs

Australian Government

 sig

The Hon Jay Weatherill, MP
Minister for Aboriginal Affairs and
Reconciliation

State Government of South Australia

ATTACHMENT 1: LIST OF PARTIES

Ngarrindjeri Regional Authority Inc (NRA)

The current membership of the NRA is:

Darpung Talkinyeri Inc
Kalparrin Community Inc
Kungari Association Inc
Lower Murray Nungas' Club Inc
Mannum Aboriginal Cultural Heritage Association Inc
Ngarrindjeri Heritage Committee Inc
Ngarrindjeri Land and Progress Association Inc
Ngarrindjeri Native Title Management Committee
Ngarrindjeri Tendi Inc
Raukkan Community Council Inc
Tangglun Piltengi Yunti Aboriginal Corporation

Department of Families, Housing, Community Services and Indigenous Affairs
(FaHCSIA) (Aus)

Adelaide, Indigenous Coordination Centre (ICC) (Aus)

Department of Education, Employment and Workplace Relations (DEEWR) (Aus)

Indigenous Business Australia (IBA) (Aus)

Department of the Environment, Water, Heritage and the Arts (DEWHA) (Aus)

Australian Natural Resource Management Team (DEWHA &

Department of Agriculture, Fisheries and Forestry (DAFF) (Aus))

Department of Infrastructure, Transport, Regional Development and Local Government
(DITRD LG) (Aus)

Indigenous Land Corporation (ILC) (Aus)

Department of Premier and Cabinet (DPC) (SA)

Aboriginal Affairs and Reconciliation Division (AARD) (SA)

Department of Water, Land and Biodiversity Conservation (DWLBC) (SA)

Department of Environment and Heritage (DEH) (SA)

Department of Primary Industries and Resources, SA (PIRSA) (SA)

Department of Trade and Economic Development (DTED) (SA)

Department of Further Education, Employment, Training, Science and Technology
(DFEEST) (SA)

South Australian Tourism Commission (SATC) (SA)

ATTACHMENT 2: PROJECT PLANS

Objective 1: Explore options for improved service delivery and Ngarrindjeri involvement in Caring for Country projects on lands within the Ngarrindjeri region			
Project Description: To explore options for a Caring for Country Centre and program to provide a formal structure through which negotiations relating to activities on lands in the Ngarrindjeri region can be coordinated and maximise Ngarrindjeri peoples involvement in the management, planning and coordination of these lands for the benefit of country and community			
Project Rationale: <ul style="list-style-type: none"> central coordination and administration of Caring for Country funding, negotiations, activities and program delivery occurring in the Ngarrindjeri region increase capacity and opportunities for participation by Ngarrindjeri people in the planning and management of lands in the Ngarrindjeri region for long term economic development, cultural and environmental management 			
Activities	Targets	Partners	
engage a Caring for Country manager to coordinate the management and planning of current and future natural resource management projects within the Ngarrindjeri region	<ul style="list-style-type: none"> employ a full time Caring for Country manager for eighteen months within four months of signing the agreement 	DEWHA (Aus) FaHCSIA (Aus) DEH (SA) DWLBC (SA) NRA	
identify relevant organisations operating and delivering programs in the Ngarrindjeri region	<ul style="list-style-type: none"> identify programs being delivered in the Ngarrindjeri region better coordination of programs and activities delivered in partnership with the Ngarrindjeri community and the Caring for Country Centre 	NRA DEWA (Aus) DWLBC (SA) DEH (SA)	
assess the options for a regionalised delivery model for accommodating and supporting a Caring for Country framework	<ul style="list-style-type: none"> identify the best option, including location and potential resources for a Caring for Country Centre 	NRA DWLBC (SA) DEH (SA) DEWHA (Aus)	

Objective 1: Explore options for improved service delivery and Ngarrindjeri involvement in Caring for Country projects on lands within the Ngarrindjeri region (continued)		
participate in the Working on Country programs funded through the Ngarrindjeri Lands and Progress Association (NLPA) and the Ngopaimuldi Aboriginal Corporation (NAC) (Raukkan)	<ul style="list-style-type: none"> • deliver environmental and employment outputs as negotiated with DEWHA (Aus) to June 2010 • better coordination and protection of the Coorong, shores of Lake Alexandrina and significant species and cultural sites on land within the Ngarrindjeri region • explore joint delivery of environmental, employment, and training between NLPA and NAC Raukkan • identify potential future Working on Country management opportunities on lands with the Ngarrindjeri region 	DEWHA (Aus) NLPA NAC NRA
seek to establish an Indigenous Protected Area for lands in the Ngarrindjeri region	<ul style="list-style-type: none"> • complete an application for IPA status • identify Indigenous land to be included • develop an investment plan for capital and recurrent projects 	NRA DEWHA (Aus) DEH (SA) DWLBC (SA)
seek investment partners from research institutions, governments and others to establish a Ngarrindjeri Wetlands / Nurseries Research Program	<ul style="list-style-type: none"> • scope out research/project opportunities • secure investment partners • establish a program for delivery 	NRA UNI SA FLINDERS UNI CSIRO DEWHA (Aus)
negotiate agreements with landholders in the Ngarrindjeri region to protect Ngarrindjeri heritage and enable cultural practices	<ul style="list-style-type: none"> • agreements in place 	NRA
government agencies, researchers and training programs should undertake appropriate cultural awareness training before working on lands in the Ngarrindjeri region	<ul style="list-style-type: none"> • integrate with current cultural awareness training programs currently available at Camp Coorong 	All as necessary

Objective 2: Ngarrindjeri involvement in fisheries and marine life on lands and waters within the Ngarrindjeri region			
Project Description: Commitment to Ngarrindjeri involvement in fisheries and marine life including working towards: <ul style="list-style-type: none"> • greater recognition of the Ngarrindjeri community in fisheries management on lands and waters within the Ngarrindjeri region • improved economic use by the Ngarrindjeri people of fisheries resources • ensuring existing and future management plans address Ngarrindjeri peoples interests and values 			
Project Rationale: Freshwater and saltwater fishing have been fundamental to the Ngarrindjeri cultural economy since time immemorial. Natural resources should be allocated and managed according to the priorities of: <ul style="list-style-type: none"> • rationalisation of existing fishing licences and the future of these licences • commercial and recreational hunting and fishing • conservation and other identifiable overriding interests 			
Activities	Targets	Partners	
actively pursue commercial fishing licences	<ul style="list-style-type: none"> • identify the most appropriate means of acquiring licence/s • acquire appropriate licence/s 	PIRSA (SA) (Fisheries) NRA IBA	
Ngarrindjeri participation in the planning and development of the Encounter Marine Park Management Plan	<ul style="list-style-type: none"> • establish an appropriate mechanism for Ngarrindjeri engagement and participation 	DEH (SA) PIRSA (SA) (Fisheries) DEWHA (Aus) NRA	
improve the employment and retention of Indigenous trainees and employees	<ul style="list-style-type: none"> • seek to establish a Sea Rangers program • two Ngarrindjeri people to complete the fisheries compliance officer course within the first year 	PIRSA (SA) (Fisheries) DFEEST (SA) TAFE (SA) DWLBC (SA) NRA	

Objective 3: To secure employment with government and industry		
Project Description: To secure employment and maximise retention in employment		
Project Rationale: To increase Indigenous participation and employment in the mainstream economy, with a focus on engagement in Caring for Country opportunities and the development of environmental services. Given the natural resource management activities carried out on lands in the Ngarrindjeri region by government agencies and natural resource management bodies, there is also the opportunity to achieve or exceed the 2 per cent Indigenous employment target in SA government agencies in the region		
Activities	Targets	Partners
maximise Indigenous employment opportunities in Caring for Country and other programs in public and private sectors	<ul style="list-style-type: none"> work readiness, skills and gap analysis to identify requirements for training and employment two per cent of State Government jobs in the region to be held by Indigenous persons 	DFEEST (SA) DTED (SA) DEH (SA) DEEWR (Aus) DEWHA (Aus) SA Universities NRA
work with existing employment and training providers and industry bodies in the region to maximise Indigenous employment opportunities and retention	<ul style="list-style-type: none"> establish an industry network or club ensure mentoring is available to all Indigenous job seekers 	DEEWR (Aus) DEWHA (Aus) FaHCSIA (Aus) DFEEST (SA) DTED (SA) SA Universities Murraylands Regional Development Board
improve the employment and retention of Indigenous trainees and employees	<ul style="list-style-type: none"> two extra jobs per annum in the Ngarrindjeri region DEH (SA) to retain three Ngarrindjeri positions support the engagement of five Raukkan and six NLPA Working on Country rangers and project coordinators until June 2010 	PIRSA (SA) DEH (SA) DFEEST (SA) TAFE (SA) PIRSA (SA) Fisheries DEWHA (Aus) NRA

Objective 4: Facilitate development of a sound corporate structure and good governance for economic development for the Ngarrindjeri Regional Authority			
Project Description: Establish an investment entity with the appropriate Board structure and develop an economic development framework and investment strategy			
Project Rationale: A sound corporate structure and good governance will assist to build economic wealth and sustainability			
Activities	Targets	Partners	
Incorporate a subsidiary of the Ngarrindjeri Regional Authority (NRA) to be an economic development and investment entity for the Ngarrindjeri people	<ul style="list-style-type: none"> • set up new investment company, Ngarrindjeri Enterprises Pty Ltd (NEPL) within three months of signing the Agreement 	IBA (Aus) NRA	
establish an appropriate Board structure with representation of both Ngarrindjeri as well as external members with substantial experience in investment and economic development. (Such experts should consist of financial, legal and other appropriate disciplines such as property and business, etc.)	<ul style="list-style-type: none"> • set up the Board within three months of signing the Agreement 	IBA (Aus) NRA DTED (SA)	
develop an Economic Development framework	<ul style="list-style-type: none"> • prepare an investment philosophy including financial benchmark returns expected, within six months of signing the Agreement. Other supporting social and employment outcomes to be included but not overriding 	IBA (Aus) NRA NEPL DTED (SA)	

Objective 5: Identify and implement economic development opportunities			
5 1: Project Description: Develop a Ngarrindjeri Strategic Economic Investment Plan to identify investment and business opportunities			
Project Rationale: There are currently businesses operating independently and a strategic approach will provide greater opportunities for financial gain and to enhance the social wellbeing of the Ngarrindjeri community			
Activities	Targets	Partners	
engage a Business Manager to work with NEPL to investigate and implement viable, commercial businesses as identified in the Investment Plan	<ul style="list-style-type: none"> employ a full-time Business Manager for twenty four months within four months of signing the Agreement 	DEEWR (Aus) IBA (Aus) NRA NEPL	
develop an Investment Plan with NEPL and the Business Manager	<ul style="list-style-type: none"> draft plan developed within six months of signing the Agreement 	NEPL ILC (Aus) IBA (Aus) DTIRDLG (Aus) Regional Development Boards PIRSA (SA) Fisheries DTED (SA) Private sector	
implementation of the Investment Plan	<ul style="list-style-type: none"> one viable investment / business developed in the first year and two in the second year 	NEPL DTED (SA)	
under-utilised assets to be leased to the NEPL on a profit-share basis subject to land-/asset-holder approval by Ngarrindjeri communities	<ul style="list-style-type: none"> Identify under-utilised assets and potential restrictions lease(s) to be developed and signed within twelve months of signing the Agreement 	NRA and member organisations NEPL ALT (SA) ILC (Aus)	

Objective 5: Identify and implement economic development opportunities (continued)			
5.2: Project Description: Develop a coordinated and strategic approach to tourism by Ngarrindjeri ventures within the region			
Project Rationale: Existing Ngarrindjeri tourist ventures have the potential to benefit significantly from a more coordinated and strategic approach within the tourism sector <ul style="list-style-type: none"> the Ngarrindjeri Regional Authority can play a significant role in coordinating tourism ventures within the Ngarrindjeri region with the support of Australian and State Government Agencies, as well as the private sector an Indigenous regional tourism plan is required to identify gaps and opportunities as well as relevant partners to increase the tourist/visitor Indigenous experience 			
Activities	Targets	Partners	
develop a coordinated Indigenous Regional Tourism Strategy that incorporates tourism businesses in the Ngarrindjeri region	<ul style="list-style-type: none"> develop a Regional Tourism Plan investigate eligibility for Regional Tourism Grant (Category B) within twelve months of signing the Agreement 	SATC (SA) Murraylands Regional Development Board NRA NEPL existing Ngarrindjeri tourism businesses DITRDLG (Aus) IBA (Aus)	

ATTACHMENT 3: NGARRINDJERI CONCERN FOR COUNTRY NGARRINDJERI VISION FOR COUNTRY

Ngarrindjeri Concern for Country

The land and waters is a living body.

We the Ngarrindjeri people are a part of its existence.

The land and waters must be healthy for the Ngarrindjeri people to be healthy.

We are hurting for our Country.

*The Land is dying, the River is dying, the Kurangk (Coorong) is dying
and the Murray Mouth is closing.*

What does the future hold for us?

(Tom Trevorrow, Ngarrindjeri Elder, Camp Coorong, 2002.)

Ngarrindjeri Vision for Country

Kungun Ngarrindjeri Yunnan

(Listen to what Ngarrindjeri people have to say)

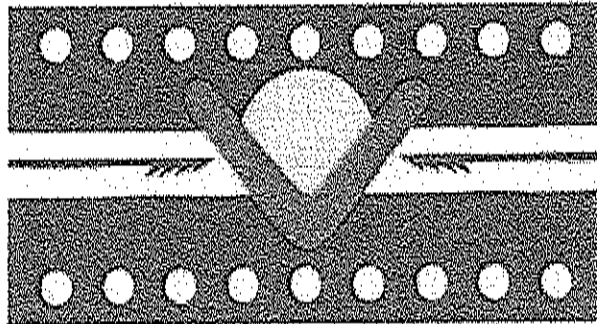
Our Lands, Our Waters, Our People, All Living Things are connected. We implore people to respect our Ruwe (Country) as it was created in the Kaldowinyeri (the Creation). We long for sparkling, clean waters, healthy land and people and all living things. We long for the Yarliwar-Ruwe (Sea Country) of our ancestors. Our vision is all people Caring, Sharing, Knowing and Respecting the lands, the waters and all living things.

Our Goals are:

- *For our people, children and descendants to be healthy and to enjoy our healthy lands and waters.*
- *To see our lands and waters healthy and spiritually alive.*
- *For all our people to benefit from our equity in our lands and waters.*
- *To see our closest friends - our Ngartjis (special animals) - healthy and spiritually alive.*
- *For our people to continue to occupy and benefit from our lands and waters.*
- *To see all people respecting our laws and living in harmony with our lands and waters.*

ATTACHMENT 4: NGARRINDJERI FLAG

The Indigenous People of the Lower River Murray, Lakes and Coorong, known as the Ngarrindjeri, first flew and adopted this flag on 21st November 1999 on *Kumarangk* (Hindmarsh Island)



Ngarrindjeri Flag designed by Matt Rigney.

The 18 dots represent the 18 *Laklinyeris* (tribes) that make up the Ngarrindjeri Nation. The spears represent the traditional fishing spears of the Ngarrindjeri. The Boomerang is the Sacred Boomerang that when thrown circles the *Laklinyeris*, informing their clan leaders to attend a Nation Meeting called *Tendi* (which makes and interprets Ngarrindjeri Law). The Blue represents the waters of Ngarrindjeri Country. The Sun gives life. The Ochre colour of the Boomerang represents our Mother - Mother Earth.

ATTACHMENT 5: PARLIAMENT OF AUSTRALIA'S APOLOGY TO THE STOLEN GENERATIONS

The Ngarrindjeri Regional Authority accepts and supports the Parliament of Australia's apology, delivered by The Hon Kevin Rudd MP, Prime Minister, on 13 February 2008, in the House of Representatives. The Ngarrindjeri Regional Authority sees this as a being a firm foundation on which this partnership agreement can be built on for the future needs and wellbeing of the Ngarrindjeri people.

Prime Minister Mr. Kevin Rudd

I give notice that, at the next sitting, I will move:

That,

Today we honour the Indigenous peoples of this land, the oldest continuing cultures in human history.

We reflect on their past mistreatment.

We reflect in particular on the mistreatment of those who were Stolen Generations - this blemished chapter in our nation's history.

The time has now come for the nation to turn a new page in Australia's history by righting the wrongs of the past and so moving forward with confidence to the future.

We apologise for the laws and policies of successive Parliaments and governments that have inflicted profound grief, suffering and loss on these our fellow Australians.

We apologise especially for the removal of Aboriginal and Torres Strait Islander children from their families, their communities and their country.

For the pain, suffering and hurt of these Stolen Generations, their descendants and for their families left behind, we say sorry.

To the mothers and the fathers, the brothers and the sisters, for the breaking up of families and communities, we say sorry.

And for the indignity and degradation thus inflicted on a proud people and a proud culture, we say sorry.

We the Parliament of Australia respectfully request that this apology be received in the spirit in which it is offered as part of the healing of the nation.

For the future we take heart, resolving that this new page in the history of our great continent can now be written.

We today take this first step by acknowledging the past and laying claim to a future that embraces all Australians.

A future where this Parliament resolves that the injustices of the past must never, never happen again.

A future where we harness the determination of all Australians, Indigenous and non-Indigenous, to close the gap that lies between us in life expectancy, educational achievement and economic opportunity.

A future where we embrace the possibility of new solutions to enduring problems where old approaches have failed.

A future based on mutual respect, mutual resolve and mutual responsibility.

A future where all Australians, whatever their origins, are truly equal partners, with equal opportunities and with an equal stake in shaping the next chapter in the history of this great country, Australia.

Hansard, House of Representatives, No 1 of 2008, Tuesday 12 February 2008, pg 181

ANNEXURE 3

KNY AGREEMENT

KUNGUN NGARRINDJERI YUNNAN AGREEMENT

This Agreement is dated the *5th June* 2009.

BETWEEN:

NGARRINDJERI TENDI INCORPORATED, NGARRINDJERI HERITAGE COMMITTEE INCORPORATED AND NGARRINDJERI NATIVE TITLE MANAGEMENT COMMITTEE FOR AND ON BEHALF OF THE NGARRINDJERI PEOPLE care of the Ngarrindjeri Land and Progress Association Incorporated Camp Coorong Race Relations and Cultural Education Centre of Post Office Box 126 Meningie SA 5264 ('NGARRINDJERI')

-And-

CROWN IN RIGHT OF THE STATE OF SOUTH AUSTRALIA REPRESENTED BY THE MINISTER FOR ENVIRONMENT AND CONSERVATION, THE MINISTER FOR ABORIGINAL AFFAIRS AND RECONCILIATION, THE MINISTER FOR THE RIVER MURRAY, AND THE MINISTER FOR AGRICULTURE, FOOD AND FISHERIES ('MINISTERS')

RECITAL

- A. The Ngarrindjeri People as descendents of the original indigenous inhabitants of the lands and waters of the Murray River, Lower Lakes and Coorong and adjacent areas assert control over these lands and waters by the continuation of their culture upon their traditional lands to pursue their economic, social and cultural development of the land and waters located within the boundary of Claim SC 98/4 being the Ngarrindjeri Native Title Claim as described therein ('the Native Title Claim').
- B. The Ngarrindjeri People are the traditional owners (as that term is defined in the Aboriginal Heritage Act, 1988 (SA)) of Aboriginal Sites, Objects and Remains within the area of the Native Title Claim.
- C. The Ngarrindjeri People act through their representative bodies being Ngarrindjeri Tendi Incorporated, Ngarrindjeri Heritage Committee Incorporated and Ngarrindjeri Native Title Management Committee. These bodies, with other representative bodies within the Ngarrindjeri community have formed a peak body called the Ngarrindjeri Regional Authority Inc for the purpose of coordinating activities and resources of the Ngarrindjeri community and high level interactions with the State Government of South Australia.
- D. The Ministers have expressed a desire for a new relationship between the State of South Australia and Ngarrindjeri based upon mutual respect and trust acknowledging that Ngarrindjeri consider protection and maintenance of culture and cultural sites upon its land and waters central in every respect to Ngarrindjeri community well being and existence.
- E. By this Agreement the Ministers wish to provide support and resources to the Ngarrindjeri Regional Authority Inc and enter into negotiations and consultations with the Ngarrindjeri about the maintenance and protection of Ngarrindjeri culture and cultural sites and the natural resources of the Land.
- F. The Parties seek to negotiate and consult to enable Ngarrindjeri cultural values to become integral to all planning and future management arrangements that are made with respect to the Land and aim to recognize and assure active Ngarrindjeri participation in those arrangements. To this end both parties commit to a negotiation and consultation framework in this Agreement that will lead to a better understanding between themselves and enable the achievement of these goals.

- G. For the purpose of achieving the objectives referred to in this Agreement each of the Ministers will be represented by an authorized representative from a relevant government department under their jurisdiction in consultations and negotiations that fall outside the quarterly meetings between the Ministers and the Ngarrindjeri Regional Authority.
- H. The agreement may be referred to by the title: "Kungun Ngarrindjeri Yunnan Agreement", which translates to mean, "Listening to Ngarrindjeri People Talking Agreement".

IT IS AGREED:

I. Definitions

'Ministers' means the Minister for Environment and Conservation, Minister for Aboriginal Affairs and Reconciliation, the Minister for the River Murray, and the Minister for Agriculture, Food and Fisheries, and includes any and all departments and instrumentalities of the South Australian Government that the Ministers are accountable for, or any of their agents, employees, officials or representatives.

'Agreement' refers to this Agreement and includes the schedules;

'Commencement Date' is the date of execution of this Agreement;

'Cultural Knowledge' means all and any cultural knowledge, whether such knowledge has been disclosed or remains undisclosed by the Aboriginal people represented by the Ngarrindjeri, including but not limited to:

- (a) traditions, observances, customs or beliefs;
- (b) songs, music, dances, stories, ceremonies, symbols, narratives and designs;
- (c) languages;
- (d) spiritual knowledge;
- (e) traditional economies and resources management;
- (f) scientific, spatial, agricultural, technical, biological and ecological knowledge; and includes documentation or other forms of media arising therefrom including but not limited to archives, films, photographs, videotape or audiotape.

'Land' means the land and waters referred to in the Ngarrindjeri & Others Native Title Claim, being Federal Court Action No. SG 6027/98;

'Parties' shall mean the Ministers and Ngarrindjeri;

'Schedule' means a schedule under this Agreement;

2. Acknowledgement

- 2.1 The Ministers acknowledge that the Ngarrindjeri are the Traditional Owners of the Land and that according to their traditions, customs and spiritual beliefs its lands and waters remain their traditional country.
- 2.2 The Ministers also acknowledge and respect the rights, interests and obligations of Ngarrindjeri to speak and care for their traditional country, lands and waters in accordance with their laws, customs, beliefs and traditions.

- 2.3 The Ministers also acknowledge and respect the knowledge skill and experiences of the Ngarrindjeri to speak and care for their respective traditional country, lands and waters in accordance with their laws, customs, beliefs and traditions.
- 2.4 In order to enter meaningful negotiations and consultations with Ngarrindjeri the Ministers wish:
- 2.4.1 To respect the interest and aspirations of Ngarrindjeri people and to give due recognition to the ability of those Ngarrindjeri people to make a significant contribution to the promotion of the principles of ecologically sustainable development in relation to the use and management of natural and other resources;
 - 2.4.2 To promote a cooperative approach in the protection and management of the environment by the involvement of Ngarrindjeri people;
 - 2.4.3 To recognise the role of Ngarrindjeri people in the conservation and ecologically sustainable use of Australia's biodiversity;
 - 2.4.4 To promote the ethical use of Ngarrindjeri people's knowledge of biodiversity by the involvement of and cooperation with the owners of the knowledge;
 - 2.4.5 To promote a partnership approach to environmental protection, heritage and biodiversity conservation through recognising and promoting Ngarrindjeri people's role in and knowledge of the conservation and ecologically sustainable use of biodiversity.
- 2.5 The Ministers in consultations with Ngarrindjeri people shall consider the role and interest of Ngarrindjeri peoples in the conservation and ecologically sustainable use of natural resources in the context of relevant obligations under international treaties.
- 2.6 The Parties acknowledges that the Recitals are true and correct.

3. Commitments by Ministers to Ngarrindjeri

- 3.1 To enable the Ngarrindjeri to actively participate fully in the on ground management and rehabilitation of the Land the Ministers will ensure that:
- 3.1.1 an amount of no less than \$2.5M is committed to programs to be conducted by the Ngarrindjeri Regional Authority Inc or its related entities from the Coorong, Lower Lakes and Murray Mouth Rehabilitation Works Program; such programs to be within the funding framework articulated by the Commonwealth Government in their funding criteria to the South Australian Government and conditional upon the State of South Australia obtaining funding in that amount, for that purpose;
- 3.2 To enable recognition of the significance of Ngarrindjeri cultural values to the Land the Ministers will ensure:
- 3.2.1 That should there be an allocation of fifty (50) GL of fresh water, to Lake Alexandrina within the next twelve months in accordance with criteria specified by the Commonwealth Government, that the Minister for Water Security will consult with Ngarrindjeri concerning their cultural water requirements and flows in determining its use within the ambit of the criteria specified by the Commonwealth Government;

- 3.2.2 That there is a public acknowledgment of the positive findings of the Federal Court decision in *Chapman v. Luminus* (No. 5) by von Doussa J. that the cultural beliefs held by Ngarrindjeri persons were genuine beliefs based upon Aboriginal tradition and that this matter had not been fully or properly explored in the Hindmarsh Island Bridge Royal Commission, and that such acknowledgement occur by an agreed protocol determined between the South Australian Government and the Ngarrindjeri Regional Authority Inc.

4. Support of Ngarrindjeri Regional Authority Inc

- 4.1 To achieve the commitments referred to in this Agreement and to be a suitable body for consultation and discussion, the Ngarrindjeri have formed the Ngarrindjeri Regional Authority Inc.
- 4.2 The purpose of the Ngarrindjeri Regional Authority Inc in the context of this Agreement is:
- 4.2.1 to ensure that information is exchanged between State Government Departments and the Ngarrindjeri;
 - 4.2.2 that there is a clear avenue for regular and clear communications between the State Government Departments and the Ngarrindjeri;
 - 4.2.3 that proper consideration is given by State Government Departments to Aboriginal Heritage matters and to ensure the interest of the traditional owners represented by the Ngarrindjeri of any land or other natural resources are considered;
 - 4.2.4 to develop programs which align with caring for country objectives of the Ngarrindjeri in the protection of land, water and marine environments and the achievement of culturally appropriate outcomes for soils, water resources, geological features and landscapes, native vegetation, animals, other organisms and the ecosystems by the institution of relevant programs and the creation of a research institute and other supporting infrastructure;
 - 4.2.5 to promote capacity building, infrastructure and well being within the Ngarrindjeri community; and
 - 4.2.6 to promote and develop cultural awareness and skills training.
- 4.3 The Ministers agree to commit six hundred thousand dollars (\$600,000.00) over the next three (3) years to support the development of the Ngarrindjeri Regional Authority Inc and to resource the Ngarrindjeri with respect to consultation under this Agreement and any other agreements that may fall out of any consultation herein; such payment to be made by payment of \$200,000 upon execution of this Agreement and \$200,000 thereafter on the first and second anniversary of this Agreement or at other agreed times.

5. Consultation

5.1 Subject Matters for Consultation

- 5.1.1 The Ministers acknowledge that it is important for the Ngarrindjeri to gain economic benefit from the management of protected areas including game reserves, marine parks, conservation parks and national parks, including the training and employment of Ngarrindjeri rangers and other staff, and the

delivery of cultural interpretation services and will consult with Ngarrindjeri about these matters pursuant to this clause.

5.1.2 The Ministers acknowledge that it is crucial for Ngarrindjeri to be involved in planning and implementation processes with respect to management plans for parks and reserves, water resources and waters that are the subject of this Agreement and will consult with Ngarrindjeri about the best way to achieve this input.

5.1.3 The Ministers wish to ensure that Ngarrindjeri interests are included in the planning, development and allocation of funding by the South Australian Government for the Murray Futures Lower Lakes and Coorong programs funded by the Commonwealth Government by consulting with the Ngarrindjeri Regional Authority Inc pursuant to this clause.

5.2 The Ministers and the Ngarrindjeri Regional Authority Inc shall meet quarterly to consult, discuss and consider issues pertinent to the matters contained in clause 5.1 and such other matters as the parties agree that are properly within the subject matter of this Agreement.

5.3 The Ngarrindjeri Regional Authority Inc and the Ministers shall each produce a quarterly report to be included as a minuted item and attachment to minutes of meetings.

5.4 The Ministers and the Ngarrindjeri agree to consult in good faith with each other from time to time in addition to the quarterly meetings for the purpose of discussing any and all issues relevant to each of them in relation to matters contained in clause 5.1 and such other matters as are properly the subject of this Agreement as may be agreed from time to time.

5.5 The persons appointed as the contact for each of the parties are listed below. Either Party may appoint replacement or additional persons and shall inform the other Party in writing of the names of such persons.

5.6 All and any notices under this Agreement shall be sent to:

5.6.1 For Ngarrindjeri

To be advised within 28 days of the execution of this Agreement.

5.6.2 For the Ministers:

To be advised within 28 days of the execution of this Agreement.

Each Party may appoint replacement or additional persons and shall inform the other Party in writing of the names of such persons.

6. Negotiation

6.1 Subject Matters for Negotiation

6.1.1 The Ministers acknowledge that Ngarrindjeri desire a hand-back of all existing and future conservation parks and national parks and a management role in other protected areas, including game reserves and marine parks, by negotiated agreements and that it will acknowledge the Ngarrindjeri aspirations for the hand back and future management of these areas as part of a negotiation about co-management of parks and reserves.

6.1.2 The Ministers will negotiate in good faith with Ngarrindjeri about co-management of parks and reserves and this negotiation will take place within the context of native title claim resolution negotiations and pursuant to this Agreement.

6.1.3 The Ministers will negotiate in good faith with the Ngarrindjeri to develop an agreement that acknowledges Ngarrindjeri ownership of Cultural Knowledge and ensures that the all Cultural Knowledge is managed consistently with that ownership.

6.1.4 The Ministers and Ngarrindjeri agree to negotiate in good faith with each other for the purpose of resolving other matters that are properly the subject of this Agreement as agreed from time to time.

6.1.5 To achieve successful and lasting agreements, the process of the Negotiation must embody:

6.1.5.1 Commitment

There should be a serious resolve and commitment by each of the Parties to reach agreement. The Parties should match their commitment with sufficient resources to support the process.

6.1.5.2 Conducted in South Australia

To meet the circumstances of the negotiations, the process should be located and managed in South Australia.

6.1.5.3 Fair

The process should provide a level playing field where no party is disadvantaged because of the process.

6.1.5.4 Impartial

No one party should have control of the process. All Parties should be equal parties in its management.

6.1.5.5 Effective

The process should encourage effective negotiations which are efficient, and avoid creating barriers to progress.

6.1.5.6 Understandable

Each party should clearly understand its duties and responsibilities in the negotiations process.

6.2 To ensure the Negotiation occurs in accordance with the principles stated in Clause 6.1, including equal access by both Parties to resources to conduct the Negotiation:

6.2.1 The Ministers will be responsible for the costs of the Ngarrindjeri in undertaking the Negotiation, including reasonable costs of expert support; in such amount as is agreed between the parties.

- 6.2.2 The Ministers and Ngarrindjeri agree that they will follow the process for the Negotiation set out in Schedule 1 where agreed.
- 6.3 The parties will appoint persons who are properly authorized to negotiate with respect to the particular subject matter and legal context.
- 6.4 It is agreed that the following criteria apply in determining whether a Party is ready to negotiate ('Agreed Negotiation Readiness Criteria'):
- 6.4.1 The Ngarrindjeri is ready when it:
- 6.4.1.1 Has identified subject matters they wish to include in the Negotiation. ;
 - 6.4.1.2 Has consulted its community;
 - 6.4.1.3 Has adopted a ratification process and is duly authorized according to law.
- 6.4.2 The Ministers are ready when:
- 6.4.2.1 They have identified the subject matters they wish to include in the Negotiation;
 - 6.4.2.2 They have established a mechanism for consultation with non-Indigenous interests and have consulted with them;
 - 6.4.2.3 They have identified and instructed a negotiator and have adopted a ratification process within the relevant Agency or Agencies.
- 6.5 All and any notices under this Agreement shall be sent to:
- 6.5.1 For Ngarrindjeri
- Shaun Berg
Berg Lawyers
18 - 20 Grenfell Street
Adelaide SA 5000
- 6.5.2 For the Ministers :
- To be advised within twenty eight days of this Agreement being executed.

7. Heritage and Native Title

- 7.1 This Agreement is made as an act of good faith and is not intended to affect, extinguish, or derogate from any subsisting legal rights, powers, interests or obligations of the Ngarrindjeri People, including, but not limited to any such Ngarrindjeri or sovereign rights, native title rights and interests, or rights under the *Aboriginal Heritage Act 1988 (SA)* or *Aboriginal and Torres Strait Islander Heritage Protection Act 1984 (Commonwealth)*.
- 7.2 For the sake of clarity, this Agreement does not comprise an Indigenous Land Use Agreement as defined under the *Native Title Act 1993 (Commonwealth)*, nor comprise an agreement to alter, extinguish, surrender or derogate from common law, equity or statutory native title rights of the native title applicants to assert native title for and on behalf of the native title claimant group.

8. Miscellaneous

- 8.1 This Agreement does not supersede or affect any prior agreements and understandings between the Parties.
- 8.2 No amendment or variation of this Agreement is valid or binding on a Party unless made in writing executed by all Parties.
- 8.3 Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.
- 8.4 No failure to exercise nor any delay in exercising any right, power or remedy by a Party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the Party granting that waiver unless made in writing.
- 8.5 The Ministers will bear all costs of the Parties arising out of the negotiation, preparation and execution of this Deed. All stamp duty which may be payable on or in connection with this Agreement will be borne by the Ministers.
- 8.6 This Agreement may be executed in counterparts. The date on which the last counterpart is signed is the date of execution of the Agreement.
- 8.7 An amount payable by a Party under this Agreement in respect of a taxable supply by another Party is not expressed in this Agreement to include GST and the recipient must, in addition to that amount and at the same time, pay to the supplier of the taxable supply the GST payable in respect of the supply.

EXECUTED AS AN AGREEMENT.

Signed for and on behalf of the NGARRINDJERI
TENDI INCORPORATED
for and on behalf of the Ngarrindjeri People

Frank George Trevorrow
Signature of Frank George Trevorrow

5/6/09
Date

Signed for and on behalf of the NGARRINDJERI
HERITAGE COMMITTEE INCORPORATED
for and on behalf of the Ngarrindjeri People

T. E. Trevorrow
Signature of Thomas Edwin Trevorrow

5/6/09
Date

Signed for and on behalf of the NGARRINDJERI
NATIVE TITLE MANAGEMENT COMMITTEE
for and on behalf of the Ngarrindjeri People

Matthew Rigney
Signature of Matthew Rigney

5/6/09
Date

Signed by the CROWN IN RIGHT OF THE
STATE OF SOUTH AUSTRALIA represented by
the Minister for Environment and Conservation, the
Minister for Aboriginal Affairs and Reconciliation,
the Minister for the River Murray, and the Minister
for Agriculture, Food and Fisheries

[Signature]
Signature of the Minister for Environment
and Conservation

11/6/08
Date

[Signature]
Signature of the Minister for Aboriginal
Affairs and Reconciliation

11/6/08
Date

[Signature]
Signature of the Minister for the River
Murray

23.05.09
Date

[Signature]
Signature of the Minister for Agriculture,
Food and Fisheries

26.05.09
Date

SCHEDULE 1

The process which the negotiations follow should be:

Stage 1: Exchange Submission of Statement of Intent

The Statement of Intent should identify a preliminary list of issues considered important to the negotiations;

Stage 2: Preparations for the Negotiation

Following the lodgment of the Statement of Intent, a preliminary meeting should be held between the Parties.

The purpose of the meeting would be to:

- Exchange information;
- Consider criteria to be used to determine the Parties' readiness for the Negotiation;
- Identify studies/research carried out or to be carried out in preparation for the Negotiation;
- Identify in a general way the issues to be negotiated.

Stage 3: Negotiation of Framework Agreement

A Framework Agenda is negotiated which:

1. Identifies the subjects for and objectives of the Negotiation; and
2. Establishes a timetable and any special procedural arrangements for the Negotiation.

Stage 4: Negotiation of Agreement in Principle

The Parties should negotiate the major terms which will form the basis of the Agreement. The Parties should again confirm the process for ratification and establish a mechanism to develop an implementation plan.

Ratification process allows Parties to:

- Review the emerging agreement and approve, reject or seek amendment of its provisions;
- Provide their negotiators with a mandate to conclude an Agreement

Stage 5: Negotiation to Finalize and Agreement

The Agreement will:

- Formally embody the principles which underpin the new relationship;
- Provide the implementation plan by which all Parties will give effect to the agreements;
- Resolve technical and legal issues in the settlement of the terms of the Agreement, but should not be used as an opportunity to re-open issues already settled;
- Be formally ratified and signed.

Stage 6: Implementation of the Agreement

Implementing legislation or authorities may be required by each of the Parties. Implementation of the Agreement will require continuing goodwill, commitment and efforts on the part of all Parties.

ANNEXURE 4

DPC CIRCULAR PC012 - PRIVACY INSTRUCTION

**CABINET ADMINISTRATIVE INSTRUCTION 1/89, ALSO KNOWN AS THE
INFORMATION PRIVACY PRINCIPLES (IPPS) INSTRUCTION, AND PREMIER
AND CABINET CIRCULAR 12, AS AMENDED BY CABINET 18 MAY 2009**

Government of South Australia

Cabinet Administrative Instruction No.1 of 1989

(Re-issued 30 July 1992 and 18 May 2009)

**PART 1
PRELIMINARY**

Short Title

1. This Instruction may be called the "Information Privacy Principles Instruction".

Commencement and Application

2. (1) This Instruction will come into effect on 18 May 2009.
(2) Subject to any contrary determination by Cabinet, this Instruction shall apply to "the public sector agencies" as that expression is defined in Section 3(1) of the *Public Sector Management Act 1995*.
(3) This Instruction shall not apply to an agency that appears in the attached schedule.

Interpretation

3. (1) In this Instruction-
"agency" means a public sector agency that falls within the scope of application of this Instruction pursuant to the provisions of Clause 2(2).
"the Committee" means the Privacy Committee of South Australia constituted by Proclamation.
"contracted service provider" means a third party that enters into a contract with an agency to provide goods or services required by an agency for its operations.
"contract for service" means that contract between the contracted service provider and the agency.
"personal information" means information or an opinion, whether true or not, relating to a natural person or the affairs of a natural person whose

identity is apparent, or can reasonably be ascertained, from the information or opinion.

"principal officer" means in relation to an agency:

- (a) the person holding, or performing duties of, the Office of Chief Executive Officer of the agency;
- (b) if the Commissioner for Public Employment declares an office to be the principal office in respect of the agency - the person holding, or performing the duties of, that office; or
- (c) in any other case - the person who constitutes that agency or, if the agency is constituted by two or more persons, the person who is entitled to preside at any meeting of the agency at which the person is present.

"the Principles" means the Information Privacy Principles established under Clause 4 of this Instruction.

"record-subject" means a person to whom personal information relates.

- (2) A reference to any legislation, regulation or statutory instrument in this Instruction shall be deemed to include any amendment, repeal or substitution thereof.
- (3) A reference to a person, including a body corporate, in this Instruction shall be deemed to include that person's successors.

PART II INFORMATION PRIVACY PRINCIPLES

Principles

- 4. The principal officer of each agency shall ensure that the following Principles are implemented, maintained and observed for and in respect of all personal information for which his or her agency is responsible.

Collection of Personal Information

- (1) Personal information should be not collected by unlawful or unfair means, nor should it be collected unnecessarily.
- (2) An agency that collects personal information should take reasonable steps to ensure that, before it collects it or, if that is not practicable, as soon as practicable after it collects it, the record-subject is told:
 - (a) the purpose for which the information is being collected (the "purpose of collection"), unless that purpose is obvious;

- (b) if the collection of the information is authorised or required by or under law - that the collection of the information is so authorised or required; and
 - (c) in general terms, of its usual practices with respect to disclosure of personal information of the kind collected.
- (3) An agency should not collect personal information that is inaccurate or, having regard to the purpose of collection, is irrelevant, out of date, incomplete or excessively personal.

Storage of Personal Information

- (4) An agency should take such steps as are, in the circumstances, reasonable to ensure that personal information in its possession or under its control is securely stored and is not misused.

Access to Records of Personal Information

- (5) Where an agency has in its possession or under its control records of personal information, the record-subject should be entitled to have access to those records in accordance with the *Freedom of Information Act 1991*.

Correction of Personal Information

- (6) An agency that has in its possession or under its control records of personal information about another person should correct it so far as it is inaccurate or, having regard to the purpose of collection or to a purpose that is incidental to or connected with that purpose, incomplete, irrelevant, out of date, or where it would give a misleading impression in accordance with the *Freedom of Information Act 1991*.

Use of Personal Information

- (7) Personal information should not be used except for a purpose to which it is relevant.
- (8) Personal information should not be used by an agency for a purpose that is not the purpose of collection or a purpose incidental to or connected with that purpose unless:
 - (a) the record-subject has expressly or impliedly consented to the use;
 - (b) the agency using the information believes on reasonable grounds that the use is necessary to prevent or lessen a serious and imminent threat to the life or health of the record-subject or of some other person;

- (c) the use is required by or under law; or
 - (d) the use for that other purpose is reasonably necessary for the enforcement of the criminal law or of a law imposing a pecuniary penalty or for the protection of the public revenue or for the protection of the interests of the government, statutory authority or statutory office-holder as an employer.
- (9) An agency that uses personal information should take reasonable steps to ensure that, having regard to the purpose for which the information is being used, the information is accurate, complete and up to date.

Disclosure of Personal Information

- (10) An agency should not disclose personal information about some other person to a third person unless:
- (a) the record-subject has expressly or impliedly consented to the disclosure;
 - (b) the person disclosing the information believes on reasonable grounds that the disclosure is necessary to prevent or lessen a serious and imminent threat to the life or health of the record-subject or of some other person;
 - (c) the disclosure is required or authorised by or under law; or
 - (d) the disclosure is reasonably necessary for the enforcement of the criminal law, or of a law imposing a pecuniary penalty or for the protection of the public revenue or for the protection of the interests of the government, statutory authority or statutory office-holder as an employer.

Acts and Practices of Agency and Contracted Service Provider

5. For the purposes of this Instruction-
- (a) an act done or practice engaged in by, or personal information disclosed to, a person employed by, or in the service of, an agency in the performance of the duties of the person's employment shall be deemed to have been done or engaged in by, or disclosed to, the agency;
 - (b) an act done or practice engaged in by, or personal information disclosed to, a person on behalf of, or for the purposes of the activities of, an unincorporated body, being a board, council, committee, subcommittee or other body established by, or in accordance with, an enactment for the purpose of assisting, or performing functions in connection with, an agency, shall be deemed to have been done or engaged in by, or disclosed to, the agency.

- (c) subject to clause 5(A), an act done or a practice engaged in by, or personal information disclosed to, a person employed by, or in the service of, a person or organisation providing services to an agency under a contract for services for the purpose of or in the course of performance of that contract shall be deemed to have been done or engaged in by, or disclosed to, the agency.

5(A) A contract for service, which will necessitate the disclosure of personal information to a contracted service provider, must include conditions to ensure that these Principles are complied with as if the Contracted Service Provider were part of the agency and must include provisions that enable audit and verification of compliance with these obligations.

Agencies to comply with Principles

- 6. An agency shall not do an act or engage in a practice that is in breach of or is a contravention of the Principles.

Collecting of Personal Information

- 7. For the purposes of the Principles, personal information shall be taken to be collected by an agency from a person if the person provides that information to the agency in response to a request by the agency for that information or for a kind of information in which that information is included.

PART III COMPLIANCE WITH PRINCIPLES

- 8. The Committee may at any time on its own initiative appoint a person (whether or not that person is a public employee) or the Commissioner for Public Employment to investigate or assist in the investigation of the nature and extent of compliance of an agency with the Principles and to furnish a report to the Committee accordingly.

Reporting Procedures Pursuant to this Instruction

- 9. Each principal officer shall furnish to the Committee such information as the Committee requires and shall comply with any requirements determined by the Committee concerning the furnishings of that information including:
 - (a) the action taken to ensure that the Principles are implemented, maintained and observed in the agency for which he or she is responsible;
 - (b) the name and designation of each officer with authority to ensure that the Principles are so implemented, maintained and observed;

- (c) the result of any investigation and report, under Clause 8, in relation to the agency for which he or she is responsible and, where applicable, any remedial action taken or proposed to be taken in consequence.

Agencies Acting Singly or in Combination

- 10. This Instruction and the Principles shall apply to the collection, storage, access to records, correction, use and disclosure in respect of personal information whether that personal information is contained in a record in the sole possession or under the sole control of an agency or is contained in a record in the joint or under the joint control of any number of agencies.

SCHEDULE: CLAUSE 2 (3) AGENCIES TO WHICH THIS INSTRUCTION DOES NOT APPLY

South Australian Asset Management Corporation

Motor Accident Commission (formerly State Government Insurance Commission)

WorkCover Corporation of South Australia

South Australia

Privacy Committee of South Australia

1—Establishment and procedures of Privacy Committee of South Australia

- (1) My Government will establish a committee to be known as the *Privacy Committee of South Australia*.
- (2) The Committee will consist of six members appointed by the Minister as follows:
 - (a) three will be chosen by the Minister, and of these one must be a person who is not a public sector employee (within the meaning of the *Public Sector Management Act 1995* as amended or substituted from time to time) and one must be a person with expertise in information and records management;
 - (b) one will be appointed on the nomination of the Attorney-General;
 - (c) one will be appointed on the nomination of the Minister responsible for the administration of the *Health Care Act 2008* (as amended or substituted from time to time); and
 - (d) one will be appointed on the nomination of the Commissioner for Public Employment (and, for the purposes of this paragraph, the reference to the Commissioner will, if the title of the Commissioner is altered, be read as a reference to the Commissioner under his or her new title).
- (2aa) At least 2 members of the Committee must be women and at least 2 must be men.
- (2a) One of the persons appointed under subclause (2)(a) will be appointed (on the nomination of the Minister) to be the presiding member.
- (3) A member will be appointed for a term not exceeding four years.
- (3a) Where a member is appointed for a term of less than four years, the Minister may, with the consent of the member, extend the term of the appointment for a period ending on or before the fourth anniversary of the day on which the appointment took effect.
- (4) The office of a member becomes vacant if the member—
 - (a) dies;
 - (b) completes a term of office and is not reappointed;
 - (c) resigns by written notice to the Minister; or
 - (d) is removed from office by the Governor on the ground of—
 - (i) mental or physical incapacity to carry out official duties satisfactorily;
 - (ii) neglect of duty;
 - (iii) disclosure of information by the member contrary to clause 3(2); or
 - (iv) misconduct.

- (5) Subject to the following, the Committee may determine its own procedures:
- (a) a meeting of the Committee will be chaired by the presiding member or, in his or her absence, by a member chosen by those present;
 - (b) subject to paragraph (c), the Committee may act notwithstanding vacancies in its membership;
 - (c) four members constitute a quorum for a meeting of the Committee;
 - (d) a decision in which a majority of the members present at a meeting concur is a decision of the Committee but if the members are equally divided the person presiding at the meeting will have a casting vote;
 - (e) a member who is unable to attend a meeting of the Committee may, with the approval of the presiding member, be represented for voting and all other purposes at the meeting by his or her nominee;
 - (g) the Committee must keep minutes of its proceedings.
- (6) In performing its functions the Committee may consult any person and may establish subcommittees of at least two of its members to assist and advise it.

2—Functions of the Committee

The Committee will have the following functions:

- (a) to advise the Minister as to the need for, or desirability of, legislation or administrative action to protect individual privacy and for that purpose to keep itself informed as to developments in relation to the protection of individual privacy in other jurisdictions;
- (b) to make recommendations to the Government or to any person or body as to the measures that should be taken by the Government or that person or body to improve its protection of individual privacy;
- (c) to make publicly available information as to methods of protecting individual privacy and measures that can be taken to improve existing protection;
- (d) to keep itself informed as to the extent to which the Administrative Scheme of Information Privacy Principles are being implemented;
- (g) to refer written complaints concerning violations of individual privacy received by it (other than complaints from employees of the Crown, or agencies or instrumentalities of the Crown, in relation to their employment) to the appropriate authority;
- (h) such other functions as are determined by the Minister.

3—Prohibition against disclosure of information

- (2) A member of the Committee must not disclose any information acquired by the member by virtue of his or her membership of the Committee except—
- (a) in the course of performing duties and functions as a member of the Committee; or
 - (b) as required or authorized by law.

4—Exemptions

- (1) The Committee may exempt a person or body from one or more of the Information Privacy Principles on such conditions as the Committee thinks fit.

4A—Annual report

- (1) The Committee must, on or before 30 September in each year, prepare and present to the Minister a report on its activities during the preceding financial year.
- (2) The report must include details of any exemptions granted under clause 4 during the year to which the report relates.
- (3) The Minister must, within 12 sitting days after receipt of a report under this section, cause copies of the report to be laid before each House of Parliament.

5—Interpretation

In this proclamation, unless the contrary intention appears—

Information Privacy Principles means the principles set out in Part II of Cabinet Administrative Instruction No. 1 of 1989 entitled "Information Privacy Principles Instruction";

Minister means the Minister who is, for the time being, responsible for the Committee.

Legislative history

Notes

- For further information relating to the Act and subordinate legislation made under the Act see the Index of South Australian Statutes or www.legislation.sa.gov.au.

Principal proclamation and variations

New entries appear in bold.

Reference	Commencement
— <i>Gazette 6.7.1989 p6</i>	6.7.1989
— <i>Gazette 30.7.1992 p720</i>	30.7.1992
— <i>Gazette 25.5.2000 p2628</i>	25.5.2000
— <i>Gazette 17.5.2001 p1772</i>	17.5.2001
— <i>Gazette 11.6.2009 p2728</i>	11.6.2009: cl 2

Provisions varied

New entries appear in bold.

Entries that relate to provisions that have been deleted appear in italics.

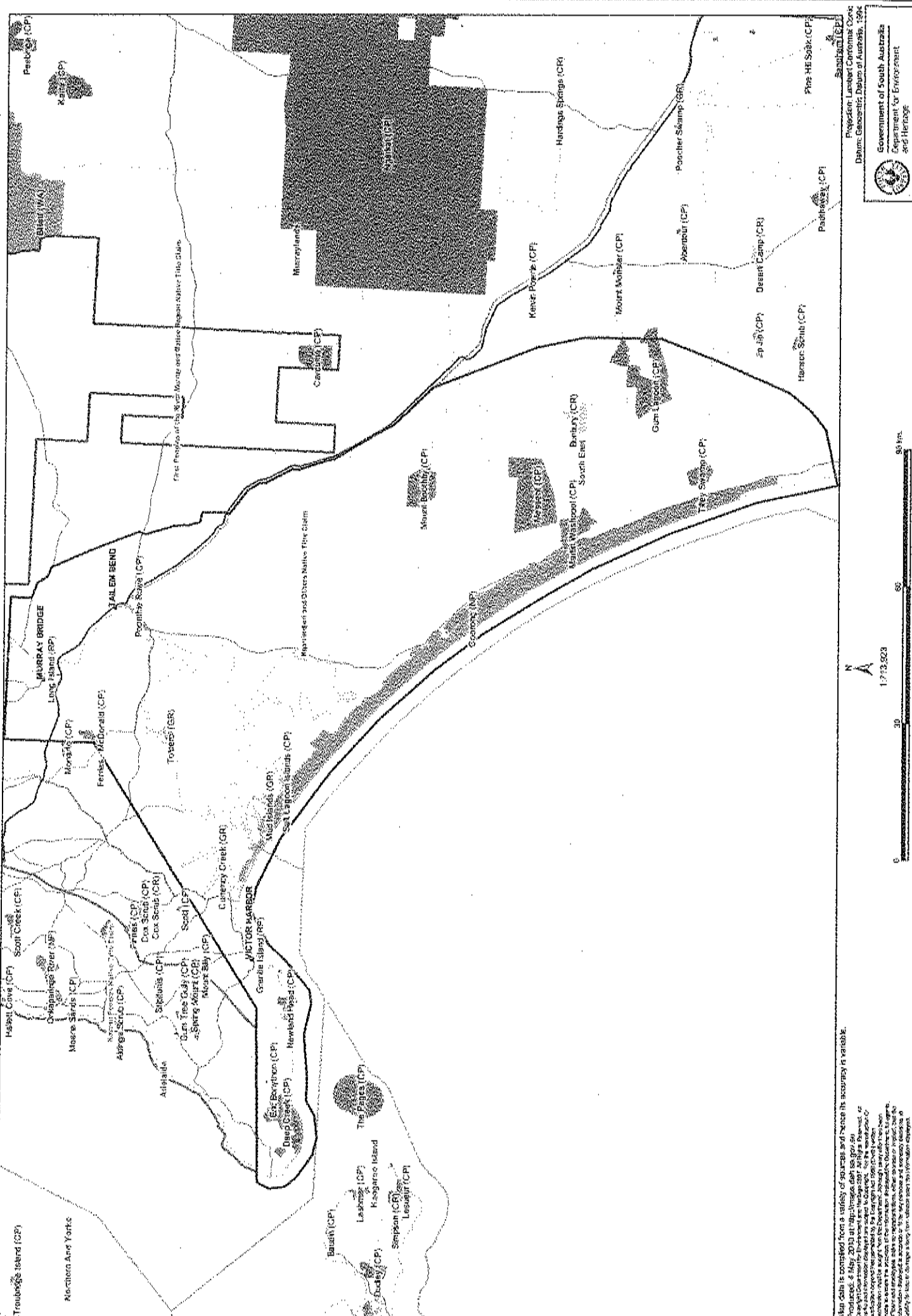
Provision	How varied	Commencement
cl 1		
cl 1(2)	substituted by 30.7.1992 p720 cl 1	30.7.1992
	substituted by 25.5.2000 p2628 para (a)	25.5.2000
	varied by 17.5.2001 p1772 paras (a), (b)	17.5.2001
	varied by 11.6.2009 p2728 cl 4(1)–(3)	11.6.2009
cl 1(2aa)	inserted by 11.6.2009 p2728 cl 4(4)	11.6.2009
cl 1(2a)	inserted by 30.7.1992 p720 cl 1	30.7.1992
	substituted by 25.5.2000 p2628 para (a)	25.5.2000
cl 1(3)	varied by 30.7.1992 p720 cl 2	30.7.1992
cl 1(3a)	inserted by 17.5.2001 p1772 para (c)	17.5.2001
cl 1(4)	varied by 11.6.2009 p2728 cl 4(5)	11.6.2009
cl 1(5)	varied by 30.7.1992 p720 cl 3	30.7.1992
	varied by 25.5.2000 p2628 para (b)	25.5.2000
	varied by 11.6.2009 p2728 cl 4(6)	11.6.2009
	(f) deleted by 11.6.2009 p2728 cl 4(7)	11.6.2009
cl 2	varied by 30.7.1992 p720 cl 4, 5	30.7.1992
	(e) and (f) deleted by 30.7.1992 p720 cl 6	30.7.1992
cl 3		
cl 3(1)	<i>substituted by 30.7.1992 p720 cl 7</i>	<i>30.7.1992</i>
	<i>varied by 25.5.2000 p2628 para (c)</i>	<i>25.5.2000</i>
	<i>deleted by 11.6.2009 p2728 cl 5</i>	<i>11.6.2009</i>
cl 4	inserted by 30.7.1992 p720 cl 8	30.7.1992

<i>cl 4(2)</i>	<i>deleted by 11.6.2009 p2728 cl 6</i>	<i>11.6.2009</i>
<i>cl 4A</i>	<i>inserted by 11.6.2009 p2728 cl 7</i>	<i>11.6.2009</i>
<i>cl 5 heading</i>	<i>inserted by 11.6.2009 p2728 cl 8</i>	<i>11.6.2009</i>
<i>cl 5</i>	<i>inserted by 30.7.1992 p720 cl 8</i>	<i>30.7.1992</i>
<i>public employee</i>	<i>deleted by 25.5.2000 p2628 para (d)</i>	<i>25.5.2000</i>

ANNEXURE 5

THE NGARRINDJERI REGION

Ngarrindjeri Claim Boundaries

[illegible]

produced on May 2013 at <http://www.doh.gov.sg>.
 The 100 cases were distributed as follows: 2011: 48 cases; 2012: 40 cases; 2013: 12 cases. The cases were distributed as follows: 2011: 48 cases; 2012: 40 cases; 2013: 12 cases.

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2-1-5

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 Government of South Australia
 Department for Environment
 and Heritage
 Project Officer: Lucinda Carrothers, Conservation
 Officer: Georgette, Deputy of Australia, 1994

ANNEXURE 6

**NGARRINDJERI YARLUWAR-RUWE PROGRAM GROUP TERMS OF
REFERENCE**

Ngarrindjeri Yarlular – Ruwe Program Group

Terms of Reference

1. Background

The NRA undertakes a number of Cultural and Natural Resource Management programs and projects. These programs are currently the main focus of the NRA activities. These programs are supported by various partners in different ways under a range of State and National level initiatives. Coordinating and integrating the activities under these NRA programs can support better delivery and generate better outcomes.

The Ngarrindjeri Yarlular – Ruwe Program Group is the nominated reference Group for implementation of the Murray Futures and others programs

2. Purpose

The purpose of this Ngarrindjeri Yarlular – Ruwe (NY-R) Program Group is to:

- support coordinated development and implementation of Caring for Country and Heritage activities within Ngarrindjeri country
- provide a forum for engagement and discussion of Caring for Country and Heritage activities
- provide advice to and respond to requests from relevant NRA and external bodies
- promote the NRA and its activities
- support the NRA in achieving its goals

3. Members

Membership of the Group may vary from time to time depending on the focus of the Group. Not all members are expected to attend all meetings; members should attend on the basis of the agenda. Expertise may be called upon as appropriate outside of meetings. In addition guests and visitors may be invited to participate as required.

Current membership consists of:

- 1) Chair NRA or nominated representative
- 2) Co-Management Officer (Chair)
- 3) The Living Murray Indigenous Program representative
- 4) Ngarrindjeri Yarlular – Ruwe Program Coordinator (Convener and minutes)
- 5) Heritage Specialist
- 6) Heritage Manager
- 7) General Manager
- 8) NRC Business Manager
- 9) Chair RPPU
- 10) Research Officer
- 11) Policy and Planning Officer
- 12) Training and Employment Officer
- 13) IT/GIS Officer
- 14) Native Title Committee member or nominated representative
- 15) Heritage Committee representative
- 16) Legal Advisor
- 17) Chair NEPL or nominated representative

- 18) NLPA WoC representative
- 19) Raukkan WOC representative
- 20) MCAI representative
- 21) MNLC representative

While members may not be nominated representatives of any other group, committee or project their role on this Group includes contributing to the Group's activities and reporting back to any group or project they are involved in. Additional roles can be allocated as needed.

Proxies can be nominated by members to attend the meeting on their behalf.

4. Principles

The following principles inform the functioning of the Group

- 4.1. All members are encourage to contribute to the Groups operations
- 4.2. Everybody's opinions and positions must be respected
- 4.3. Any perceived or real conflict of interest must be declared
- 4.4. Where relevant, privacy and confidentiality must be respected
- 4.5. Chatham House Rules apply (what is said in the room stays in the room)
- 4.6. Members must comply with any relevant NRA policies and procedures.

5. Scope

The Group will consider all issues determined to be of interest to this Group. Issues considered outside the Group's scope can be referred to other groups, committees or working parties for addressing. Links with other committees and groups should be encouraged wherever possible.

6. Methodologies

The group may make use of any methods deemed appropriate to undertake its functions including the establishment of relevant programs, projects and processes. The Group may nominate specialist Working Groups to undertake specific tasks as required.

7. Deliverables

The Group is responsible for contributing to the achievement of its purposes as listed above.

The Group may be asked to undertake certain other activities. These activities will be considered to be the deliverables for these requests.

8. Resources

The Group has no specific budget allocation but it can access resources and equipment as appropriate for its operations. The NY-R Program Group is supported in part through the Murray Futures Program.

9. Delegations, reporting and referrals

- A. Delegations to this Group will be determined by the NRA Board as appropriate.

- B. The Group has the authority to make decisions in relation to the operations of existing projects and programs.
- C. Decisions required beyond the delegations must be referred to the relevant body
- D. The Group has no authority to make financial decisions other than expenditure against existing agreed budgets.
- E. The Group must report to the NRA Board and (members groups) and the KNYA Taskforce as required.

10. Governance and quorum

The Group must comply with standard NRA governance arrangements. All decisions made by the Group must be passed as motions and minuted appropriately. Decisions should preferably be made by consensus but if not achieved, by a majority of members present. A quorum for the meeting is 50% (ignoring fractions) plus 1(one) of the membership.

11. Meetings and conduct

Meetings will be held on the second and fourth Friday of each month (see attached schedule). This will be reviewed in six months.

Members are required to read the minutes, agenda and any papers before the meeting. These documents will be sent out one week before the meeting with a request for agenda items. An up to date rolling action list will form part of the minutes and inform the agendas.

It is the responsibility of all members to follow through on Actions allocated to them at the meetings.

The absence of any member from the meeting will not delay the meeting unless there is less than 25% of the membership present. If the Chair is not at the meeting the members present will nominate a chair for that meeting.

12. Communications and reporting.

The Group will contribute to general NRA communications under the Communications Strategy and will produce such products as deemed necessary from time to time.

The Group will report directly to the NRA and support NRA reporting to any funding programs such as Murray Futures.

13. Monitoring, evaluation and review.

The Group will monitor and evaluate its activities through appropriate mechanisms as identified in the NRA Monitoring, Evaluation, Reporting and Improvement Plan.

These Terms of Reference will be reviewed every twelve months unless deemed necessary before that.

ANNEXURE 7

**STATEMENT OF COMMITMENT – CLMM RESEARCH AND MONITORING
PROGRAM**

**Statement of Commitment
CLLMM MONITORING AND RESEARCH PROGRAM**

Between the

Ngarrindjeri Regional Authority Inc

and the

Department of Environment and Natural Resources

- 2.4.6 **Ecosystem services** means the wellbeing, life ways and livelihoods humans derive from resources and processes that are supplied by natural environments
- 2.4.7 **KNYA** means (Whole of Government) Kungun Ngarrindjeri Yunnan Agreement, 5 June 2009 between SA Government and NRA
- 2.4.8 **NRA** means Ngarrindjeri Regional Authority Inc.
- 2.4.9 **NRC** means Ngarrindjeri Ruwe Contracting Pty Ltd; the commercial contracting arm of NRA.
- 2.4.10 **Ruwe/Ruwar** means country, body and spirit
- 2.4.11 **Statement of Commitment** means this document between Ngarrindjeri and DENR
- 2.4.12 **Yarluwar–Ruwe** means Ngarrindjeri sea country

2.5 Parties

The Parties to this SOC are the:

- o Ngarrindjeri Regional Authority Incorporated ('NRA')
- o Coorong, Lower Lakes Murray Mouth (CLLMM) Program, Department of Environment and Natural Resources ('DENR')

2.5.1 Parties Representatives

- o NRA is represented by Daryle Rigney, Grant Rigney, Steve Hemming, Lynton Keen and nominated NRA representative
- o DENR is represented by Jason Higham, Liz Barnett and Lachlan Sutherland

2.6 Geographic Scope

The geographic scope of the SOC will cover the area identified and known as the Ngarrindjeri and Others Native Title Claim area.

3. Ngarrindjeri and SA Government Strategic Platform

A number of strategies underpin the SOC including:

- o 1998, Ngarrindjeri perspectives on Ramsar Issues: Ngarrindjeri / Ramsar Working Group report.
- o 2002, The Murray Mouth – Exploring the implications of closure or restricted flow.
- o 2006, Ngarrindjeri Yarluwar-Ruwe Plan.
- o 2006-2007, The Lower Lakes, Coorong and Murray Mouth Icon Site Environmental Management Plan.
- o 2008, Ngarrindjeri Regional Partnership Agreement ('NRPA').
- o 2009, (Whole of Government) Kungun Ngarrindjeri Yunnan Agreement (KNYA) (NRA and South Australian Government).
- o 2009, CLLMM Long Term Plan Business Case: Ngarrindjeri Partnerships component.

4. Principles

The Ngarrindjeri people have occupied, enjoyed, managed and used their inherited lands and waters within the area of the River Murray, Lower Lakes, Coorong and adjacent areas since creation. Creation stories and oral traditions have been passed down from generation to generation and with them a detailed knowledge of *Yarluwar-Ruwe* (sea country).

Ngarrindjeri have a unique philosophy regarding the connectivity of country / body / spirit. Ngarrindjeri Ruwe/Ruwar (country / body / spirit) concerns Ngarrindjeri rights and responsibilities as traditional owners and consideration that all things are connected.

There has been a history of Non-indigenous interactions with Ngarrindjeri Ruwe/Ruwar that have had physical, cultural, social and spiritual impacts. A new way of considering the cultural implication of research and monitoring activities is needed to address negative impacts and identify positive outcomes.

These Ngarrindjeri philosophies give rise to the following principles as defined in the Kungun Ngarrindjeri Yunnan Agreement, 2009 that will guide this SOC and future interactions between NRA, DENR and its sub-contractors:

1. Respectful processes, time and support to Ngarrindjeri to care for country (that means caring for people, past, present and future)
2. Ngarrindjeri actively involved in research and monitoring activities on Ngarrindjeri Ruwe / Ruwar – (country/body/spirit)
3. Cultural knowledge and Intellectual Property protected across Ngarrindjeri engagements with government and research organisations
4. Ngarrindjeri cultural values integral to all planning and future management arrangements.
5. Active Ngarrindjeri participation in planning and future management arrangements through employment, education and training opportunities

5. Outcomes and Activities

In making this SOC, the Parties have agreed to work together in partnership to seek the participation of Ngarrindjeri in the development of the CLLMM Environmental Monitoring and Research Program in the initial 12 month period, starting September 2010.

The key outcomes of this SOC include:

1. Development of protocols for Protection of Ngarrindjeri Cultural Knowledge
2. Ngarrindjeri participation in development of CLLMM Environmental Monitoring and Research Program as per the intent of the KNYA and NRPA
3. Ngarrindjeri review and input to the interim CLLMM Ecological Monitoring Framework and Plan
4. Culturally appropriate process for Ngarrindjeri engagement with CLLMM monitoring contractors
5. Cultural heritage impact assessment and approval of the CLLMM Monitoring Program for 2010/11
6. Stronger partnerships between Ngarrindjeri and monitoring contracting organisations
7. Increased employability of Ngarrindjeri for monitoring and research activities through training and development opportunities

The Outcomes listed at 1-7 of clause 4 of this SOC will be achieved through the implementation of the Activities provided below. A more detailed breakdown of related Actions for each Activity are set out in the **Action Plan at Attachment 1:**

Activity 1: Develop the interim NRA Research Protocol

The interim NRA Research Protocol is being developed by the NRA. The protocol needs to consider the ethics of research and monitoring which involves or impacts upon Ngarrindjeri people through interactions between Ruwe / Ruwar. The protocol will also consider Ngarrindjeri rights and responsibilities to care for country. The protocol will guide the development of internal NRA policy and procedures for monitoring and research. The protocol will guide DENR in regards to use handling and disclosure of cultural knowledge and incorporation of this knowledge into monitoring, research and management activities.

Activity 2: Develop interim Ngarrindjeri Caring for Country Strategy

The NRA is being funded through the Murray Futures Program to build their policy, planning and research capacity. NRA proposes to develop an interim Caring for Country Strategy that scopes Ngarrindjeri research, training, employment, well-being and 'Environmental health' targets. The strategy will enable NRA to better consider their future involvement in the CLLMM Environmental Monitoring and Research Program, particularly their role in monitoring and research of ecosystem services, or the processes and resources that support Ngarrindjeri, their livelihoods and well-being. The strategy will also guide the development of NRA policy and procedures for monitoring and research and scope opportunities and needs for academic scholarships to support Ngarrindjeri research priorities.

Activity 3: Greater understanding of Ngarrindjeri philosophy and relevant agreements/legislation

Ngarrindjeri have a unique philosophy regarding the connectivity of country / body / spirit. Ngarrindjeri Ruwe/Ruwar concerns Ngarrindjeri rights and responsibilities as traditional owners and consideration that all things are connected. A greater understanding of the philosophy amongst research organisations may encourage monitoring and research parties to consider these philosophies in their work in the Ngarrindjeri region, create meaningful partnerships and conditions that respect Ngarrindjeri world-views. The understanding created may also support cultural heritage protection and management through greater awareness amongst contractors. The Native Title Act, 1993 (C'th) and Aboriginal Heritage Act 1988 (SA) protect Ngarrindjeri rights to land and cultural heritage and their implications should be understood by contractors implementing the CLLMM Monitoring and Research Program.

Activity 4: Increasing Ngarrindjeri skills and experience in monitoring and research

Ngarrindjeri have a long term desire to be centrally involved in implementing the CLLMM Environmental Monitoring and Research Program. Practical skill development, training and experience are essential for Ngarrindjeri to achieve their long-term aspirations to take on a core monitoring role. The activity aims at providing a variety of opportunities for Ngarrindjeri to gain experience and skills in monitoring activities. These opportunities will build the capability of Ngarrindjeri Ruwe Contracting to commercially bid for future CLLMM Monitoring and Research Program contracts in the future. The Working Group can also consider how they can support further education opportunities for Ngarrindjeri through creation of academic scholarships within existing NRA funding committed under the Murray Futures Program.

Activity 5: Supporting Ngarrindjeri economic development in environmental monitoring and research

Ngarrindjeri economic development in natural resource management is an objective of the Ngarrindjeri Regional Partnerships Agreement. NRC can competitively bid for new monitoring activity contracts as part of the CLLMM Environmental Monitoring and Research Program. Activity 4 seeks to support NRC capacity building for this outcome. NRA owns a range of infrastructure and property that could potentially support the CLLMM Monitoring Program. DENR can assist in making contracting organisations aware of potential NRA service provision. NRA can also deliver cultural awareness programs as discussed in Activity 3.

Activity 6: Ruwe / Ruwar (culture and heritage) assessment and approval of 2010/11 CLLMM Monitoring Program

Ngarrindjeri are the traditional owners of the CLLMM region. Ngarrindjeri have a native title claim and heritage responsibilities over the CLLMM region and cultural responsibilities to care for country. A cultural heritage impact assessment of the CLLMM Environmental Monitoring and Research program is required to ensure the program does not significantly impact upon Ngarrindjeri lands and cultural heritage and an appropriate management strategy is established for monitoring activities utilising the Cultural Ranger model established under the Bioremediation and Early Works Agreements. These agreements between DENR and NRA cover heritage assessment and approval processes and provide funding to the NRA to deliver these activities. The multitude of monitoring activities necessitates an assessment and approvals approach. This approach is defined in the Interim CLLMM Environmental Monitoring Program Heritage Assessment Process set out in Attachment 2.

Activity 7: Continued partnership with Ngarrindjeri in the development of CLLMM Monitoring and Research Program

The KNY Agreement aspires to establish a process for full participation of NRA in planning, policy and management within the CLLMM Program and region. There is a need to further explore the role Ngarrindjeri wish to play in the development, review and implementation of the CLLMM Monitoring and Research Program. DENR commits to maintain an interim status on the CLLMM Ecological Framework and Plan during the initial 12 months of development to ensure adequate Ngarrindjeri input. The Ngarrindjeri Partnerships project will support NRA to build their capacity and ability to consider culturally appropriate engagement and participation in research and monitoring activities. DENR will provide relevant information to NRA regarding the program to allow them to properly consider their role in development and implementation. Under the Ngarrindjeri Partnerships, the NRA will build their capacity to pursue other State and Commonwealth funding sources to support skill development.

6. Working Relationship

The Parties to this SOC have formed a CLLMM Environmental Monitoring and Research Program Working Group including representatives from the Ngarrindjeri Regional Authority, NRA Research, Policy and Planning Unit (NRA RPPU) and Coorong Lower Lakes Murray Mouth Program team, Department of Environment and Natural Resources. The role of the Working Group is to oversee the implementation of this SOC and to ensure the intended targets and outcomes are achieved.

The CLLMM Monitoring and Research Program Working Group will:

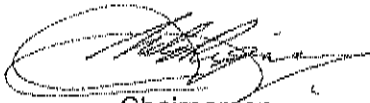
- Jointly develop and agree on baseline principles, objectives and outcomes that can be reported against for the duration of this SOC
- Meet monthly (or otherwise agreed) to assist in the implementation, management and monitoring of activities under this SOC
- Monitor and evaluate progress against the targets outlined in the Project Plans contained in Attachment 1 of this SOC
- Table Working Group reports to KNYA Taskforce meetings

7. Duration of the Statement of Commitment

This SOC commences on the date of signing by all Parties and will continue for the duration of the CLLMM Monitoring and Research Program or until the Parties agree to terminate the SOC or prepare another document that replaces this SOC.

This SOC was made on _____ the _____ of _____ 2011

Signed for and on behalf of the PARTIES



Chairperson
Ngarrindjeri Regional Authority Inc.



Clare Kiesewetter
Director
Coorong Lower Lakes and Murray Mouth Program
Department of Environment and Natural Resources

Attachment 1 – Statement of Commitment - Action Plan for 2010/11

Objective 1: Develop the interim NRA Research Protocol

Action(s):

- o NRA to finalise interim NRA Research Protocol
- o Working Group to consider the application of NRA research protocols through the CLLMM Environmental Monitoring and Research program.
- o NRA to review cultural implications of monitoring and research activities on Ngarrindjeri well-being and report to Working Group
- o Working Group to consider the application of these implications in development of 2011/2012 monitoring and research program
- o NRA to build implications into Cultural Awareness Program (see Objective 3)
- o NRA continue to refine research protocols over the period of the SOC through Ngarrindjeri Partnerships project

Objective 2: Develop interim Ngarrindjeri Caring for Country Strategy

Action(s):

- o NRA to develop interim Caring for Country Strategy that specifically considers Ngarrindjeri ecological research needs, monitoring and evaluation processes.
- o NRA to scope Ngarrindjeri role in development of ecosystem services monitoring and research program that builds upon Ngarrindjeri well-being related activities
- o Working Group to consider interim Caring for Country Strategy and objectives in development of 2011/2012 monitoring and research program
- o DENR to provide NRA with support as required in developing Ngarrindjeri ecological monitoring and research priorities within NRA existing capacity

Objective 3: Greater understanding of Ngarrindjeri philosophy and relevant agreements/legislation

Action(s):

- o NRA to identify principles that support the implementation of Ngarrindjeri philosophies relevant to Ruwe/Ruwar
- o Working Group to consider implications and implementation of principles during the period of the SOC and in development of 2011/12 monitoring and research program

- o Develop a 2 day on-country program for CLLMM monitoring contractors and NRA representatives aimed at sharing philosophies, experiences, skills and knowledge in the region.
- o NRA to develop costing for on-country program delivery and provide to DENR as soon as practicable
- o NRA to develop 1 day cultural awareness program for monitoring contractors and costing for delivery in conjunction with Working Group, including Aboriginal Heritage Act considerations.
- o DENR to consider legalities and practicalities of creating cultural awareness as a desirable component of contract evaluation or a contract condition with monitoring contractors
- o Working Group compile list of recommended reading for contractors outlining Ngarrindjeri perspectives on the CLLMM region.

Objective 4: Increasing Ngarrindjeri skills and experience in environmental monitoring and research

Action(s):

- o NRA to identify monitoring aspirations and capabilities and communicate to Working Group
- o Working Group to work with NRA to identify existing skill sets and opportunities that can act as the base level monitoring activities suitable for NRA to bid for in the future or potentially deliver against.
- o Working Group to develop training program to assist Ngarrindjeri in establishing base level monitoring activities in line with aspirational targets. Training program may consider mentoring program, traineeships and educational scholarships.
- o DENR to liaise with monitoring contractors to explore the possibility of Ngarrindjeri traineeships / cadetships for the 2010/11 monitoring and research program
- o DENR, NRA to liaise with DFEST – Employment Programs regarding support available for Ngarrindjeri traineeships and scholarships in CLLMM Environmental Monitoring and Research Program
- o Working Group to consider development of monitoring and research mentoring program to support Ngarrindjeri.

Objective 5: Supporting Ngarrindjeri economic development in monitoring and research

Action(s):

- o NRA to provide DENR with an outline of infrastructure and service provision that could assist the CLLMM Environmental Monitoring and Research Program and DENR to provide information to monitoring contractors for their consideration
- o DENR to review CLLMM contracts preferred supplier list, standard tender documentation, evaluation criteria and ranking to better reflect the intent of the KNYA and RPA.

Objective 6: Ruwe / Ruwar (culture and heritage) assessment and approval of 2010/11 CLLMM Monitoring Program

Action(s):

- DENR to compile list of monitoring and research activities and their relative disturbance level (interaction with Ruwe / Ruwar) for NRA review and comment
- DENR to prepare map of proposed monitoring locations for NRA review and comment
- Working Group to consider NRA comments on activities and sites and develop a proposed heritage assessment and approvals process for the 2010/11 monitoring program (**Interim CLLMM Environmental Monitoring Program Heritage Assessment Process at Attachment 2 to this SOC**)
- NRA to approve heritage assessment process
- NRA to action Cultural Rangers currently employed under the Bioremediation and Revegetation Project funding agreement and Early Works Agreement to undertake site clearance in conjunction with Working Group to clear proposed monitoring sites, suitable monitoring habitats and establish agreed site access and heritage monitoring protocols.
- Working Group to review the Heritage Assessment process from time to time.

Objective 7: Continue partnership with Ngarrindjeri in the development of CLLMM Environmental Monitoring and Research Program

Action(s):

- DENR to provide NRA with information regarding the CLLMM Environmental Monitoring and Research Program in early draft forms for their consideration, excluding commercial in confidence materials
- Working Group to facilitate incorporation of Ngarrindjeri perspectives and priorities in the review of 2010/11 monitoring and research program
- DENR to maintain an 'Interim' status for the CLLMM Ecological Monitoring Plan and Framework for the initial 12 months to ensure appropriate levels of Ngarrindjeri input.

**Attachment 2 – Interim CLLMM Environmental Monitoring Program Heritage
Assessment Process**

ANNEXURE 8

NGARRINDJERI LONG-TERM OBJECTIVES AND INTERMEDIATE (5 YEAR)
OUTCOMES, MEASURES AND STRATEGIES AS WELL AS SYNERGIES WITH
CURRENT AUSTRALIAN GOVERNMENT INVESTMENTS IN THE
NGARRINDJERI REGION

Ngarrindjeri long-term objectives and intermediate (5 year) outcomes, measures and strategies as well as synergies with current Australian Government investments in the Ngarrindjeri region

Ngarrindjeri Long-term Objectives	Strategies	Synergies	Intermediate five year Measures	Intermediate five year Outcomes
1. Ngarrindjeri's cultural heritage and unique relationship with, and responsibilities for, the region are protected (15-20 years)	<p>S1a Establish Ngarrindjeri Heritage Program</p> <p>S1b Establish appropriate management arrangements for Ngarrindjeri heritage</p> <p>S1c Review and improve a consistent Government heritage assessment process</p> <p>S1d Assessment of relevant programs and projects</p> <p>S1e Survey and monitor proposed projects to ensure heritage protection</p> <p>S1f Implement cultural awareness programs</p>	<p>DSEWPaC - Indigenous Heritage Program (no 2011/12 funding): has supported heritage related research collaborations between NHC and Flinders University.</p> <p><u>Opportunities:</u> Develop projects to address specific heritage issues</p> <p>DPMC - Indigenous Cultural Support Program (recurring): funds materials and part time contributions of Tom and Ellen Trevorrow to run Camp Coorong race relations.</p> <p><u>Opportunities:</u> develop more specific awareness programs to be delivered through Camp Coorong</p>	<p>M1a All Government-led environmental management proposals in the CLLMM region have clearly articulated and funded cultural heritage management components</p> <p>M1b Increased number of management strategies support Ngarrindjeri participation in on ground delivery</p> <p>M1c Number of Government environmental management projects that support Ngarrindjeri inter-generational exchange of knowledge.</p> <p>M1d Increased number of Government officers and service providers undertaking cultural awareness inductions</p>	<p>O1a Ngarrindjeri cultural heritage landscapes and sites protected and managed appropriately</p> <p>O1b Ngarrindjeri's cultural heritage, unique relationship with and responsibility for the region is inherent and explicit in all Ngarrindjeri and Government activity in the Region.</p> <p>O1c Key Government land and water management processes have changed to better reflect Ngarrindjeri's cultural heritage, unique relationship with and responsibility for the Region. (DENR 3a)</p>
2. Strong and productive partnerships between Ngarrindjeri, industry and government and others (15-20 years)	<p>S2a Work with State Government to implement KNYA</p> <p>S2b Secure ongoing support for Ngarrindjeri Yarlurwar-Ruwe (NY-R) Program by aligning KNYA and NRPA</p> <p>S2c Establish arrangements that support Ngarrindjeri engagement, and appropriate use of knowledge and its protection</p> <p>S2d Implement effective communications</p> <p>S2e Develop and participate in collaborative projects</p>	<p>FaHCSIA - Ngarrindjeri Regional Partnership Agreement (2011-13): 1 FTE for Ngarrindjeri Ruwe Contracting Business Manager.</p> <p><u>Opportunities:</u> Secure coordinated support for activities under NRPA. Support partnerships that deliver employment outcomes for NRC. Free NRC Business Manager from day to day management to focus on strategic development activities.</p>	<p>M2a Existing Kungun Ngarrindjeri Yunnan Agreements (KNYA) are continued and new KNYA negotiated</p> <p>M2b Key Ngarrindjeri Caring for Country Program positions funded beyond CLLMM Program</p> <p>M2c Increased number of joint Caring for Country activities funded</p>	<p>O2a Longer term collaborative partnerships are sustained and delivering a wider range of outcomes more effectively and efficiently.</p> <p>O2b NY-R Program supported beyond life of CLLMM Program</p> <p>O2c Key regional NRM Business Plans include NY-R Program.</p>
3. Build professional and culturally appropriate Ngarrindjeri capacity to increase skills and employability in Caring for Country activities (5-20 years)	<p>S3a Implement capacity building activities and training programs</p> <p>S3b Encourage and support Ngarrindjeri youth to pursue CfC training and degrees</p> <p>S3c Support emerging leaders</p> <p>S3d Engage Ngarrindjeri youth in CfC activities</p>	<p>DSEWPaC - Working on Country (to 2013): NLPA contract for 6FTE and 3 PTE; Ngopamuldi (Raukkan) contract for 7 FTE and 4 PTE.</p> <p><u>Opportunities:</u> Coordinate training activities to increase skills and experience of WoC rangers in CLLMM management actions, monitoring, research, revegetation, planning, governance, administration, leadership.</p> <p>DEEWR - Indigenous Employment Program (historical): Outcomes for up to 30 people over last 2 years; (current) IEP funding to support 8 Ngarrindjeri trainees engaged in SA Forestry Accreditation course.</p>	<p>M3a Increased number of Ngarrindjeri with increased skills, qualifications and experience to undertake roles in Caring for Country (SASP T6.9, 6.18, T28)</p> <p>M3b Increased number of Ngarrindjeri enrolling in Caring for Country related tertiary degrees</p> <p>M3c Increased number of Ngarrindjeri occupying jobs in the Caring for Country sector</p>	<p>O3a Ngarrindjeri have the skills and experience necessary to apply for and secure employment in the Caring for Country sector</p> <p>O3b Ngarrindjeri are occupying Caring for Country positions across the Region.</p> <p>O3c Ngarrindjeri enrolments in tertiary CfC education</p>

Ngarrindjeri Long-term Objectives	Strategies	Synergies	Intermediate five year Measures	Intermediate five year Outcomes
		<p><u>Opportunities:</u> Utilise IEP to support broader training initiatives for the Ngarrindjeri community with line of sight to full-time employment. Build into Training and Employment Pathways Plan.</p>		
<p>4. Ngarrindjeri participation in governance mechanisms and their interests and perspectives integrated into planning, research and policy development (5-10 years)</p>	<p>S4a Proactively inform policy and planning at the development stage</p> <p>S4b Negotiate equitable Ngarrindjeri involvement in governance arrangements</p> <p>S4c Support Ngarrindjeri emerging leaders into regional governance structures</p>	N/A	<p>M4a Ngarrindjeri interests are constructively integrated into CfC planning activities in the Ngarrindjeri region at state and national levels</p> <p>M4b Number of agreements developed that support and protect culturally appropriate knowledge sharing</p> <p>M4c Appropriate mechanism(s) negotiated to support Ngarrindjeri involvement in future CLLMM site (Ramsar) governance and management</p> <p>M4d Increased number of Ngarrindjeri participating on regional NRM Boards (SASP T6.17, T28)</p>	<p>O4a Regional governance and processes incorporate Ngarrindjeri governance approaches</p> <p>O4b Ngarrindjeri actively involved in all aspects of CfC governance in the Ngarrindjeri region</p> <p>O4c Key NRM and Protected Area strategies reflect Ngarrindjeri values / interests (DENR 2b, 2c)</p>
<p>5. Ngarrindjeri playing a major role in implementing strategies to develop a resilient and healthy future for the lands and waters and all living things and through this role contribute to adaptive management (20 years +)</p>	<p>S5a Establish Ngarrindjeri Yarlumar-Ruwe (NY-R) Program</p> <p>S5b Plan and implement on ground restoration works on Ngarrindjeri, Crown and private lands that achieve Ngarrindjeri cultural heritage restoration objectives</p>	<p>DSEWPac – Working on Country (to 2013)</p> <p><u>Opportunities:</u> Joint projects developed for Ngarrindjeri leased, owned or managed lands and implemented by WoC rangers.</p> <p>MDBA – Indigenous Facilitator (current): NRA contract with MDBA via DfW to undertake The Living Murray (TLM) Icon Site activities.</p> <p><u>Opportunities:</u> support strategic planning activities</p>	<p>M5a Increased number of CfC activities are managed by Ngarrindjeri</p> <p>M5b Increased number of NRM Board projects incorporate traditional resource management practices</p>	<p>O5a Land and waters are managed in way that incorporates traditional Ngarrindjeri practices. (DENR 2c)</p> <p>O5b Land and waters are healthier and more resilient. (DENR 2d)</p>
<p>6. Increased economic and social wellbeing within the Ngarrindjeri community (15-20 years)</p>	<p>S6a Support Ngarrindjeri community through training, partnerships and projects to pursue careers in CfC</p> <p>S6b Pursue long-term fee for service contracts and preferred supplier status</p>	<p>FaHCSIA – Ngarrindjeri Regional Partnership Agreement (2011-13)</p> <p><u>Opportunities:</u> Support NRC Business Manager to identify and engage NRC in fee for service and preferred supplier status. Review NRC Strategic Development Plan. Identify employment opportunities for Ngarrindjeri and support training, EOI, recruitment.</p>	<p>M6a Increased number of Ngarrindjeri employed in Caring for Country and related positions (SASP T6.6)</p> <p>M6b Increased economic status of Ngarrindjeri people (SASP T6.8) <i>(qualitative narrative used for informing this measure)</i></p>	<p>O6a Ngarrindjeri employment secured in Caring for Country sector</p> <p>O6b Ngarrindjeri contribution to CfC increasingly valued by community and government</p>
<p>7. Ngarrindjeri enterprises are supporting a growing contemporary Ngarrindjeri economy (15-20 years)</p>	<p>S7a Research culturally appropriate, relevant and supported economic development opportunities for Ngarrindjeri lands.</p> <p>S7b Utilise partnerships to scope and secure support for Ngarrindjeri economic development proposals</p> <p>S7c Support Ngarrindjeri community to develop and implement economic development opportunities</p>	<p>FaHCSIA – Ngarrindjeri Regional Partnership Agreement (2011-13)</p> <p><u>Opportunities:</u> Support NRC Business Manager in researching, planning and liaison with Ngarrindjeri community and business partners to develop economic activities.</p> <p>ILC – Land Management Program (2011/12): NRA secured recent grants to purchase commercial wood chipper to support SA Forestry accreditation course, water tanks for Murray Bridge nursery and re-pasture Warrangie Farm for</p>	<p>M7a Business Plan for each proposed Ngarrindjeri enterprise developed in conjunction with key partners / investors</p> <p>M7b Increase in Ngarrindjeri Ruwe Contracting (NRC) preferred supplier status</p> <p>M7c Increased number of NRC staff employed in other Caring for Country organisations</p>	<p>O7a Feasibility of proposed land and water related economic development opportunities confirmed. (DENR 2d)</p> <p>O7b NRC a preferred supplier of environmental service delivery in the Lower Lakes region, including in Coorong National Park</p> <p>O7c NRC increasing the capacity of Ngarrindjeri to be employed in the broader Caring for Country sector</p>

Ngarindjeri Long-term Objectives	Strategies	Synergies	Intermediate five year Measures	Intermediate five year Outcomes
		<p>cattle enterprise.</p> <p><u>Opportunities:</u> Support NRC Business Manager, NRA General Manager in researching, planning and liaison with Ngarindjeri community about grants to support economic development activities</p>		