

**INDIGENOUS LAND USE AGREEMENT
(AREA AGREEMENT)**

Githabul People

DEED OF AGREEMENT MADE

2007

Parties:

**TREVOR JOHN CLOSE ON HIS OWN BEHALF AND ON BEHALF OF THE
GITHABUL PEOPLE**

AND

**GITHABUL NATION ABORIGINAL CORPORATION incorporated under the
*Aboriginal Councils and Associations Act 1976 (Cth)***

AND

**ANTHONY BERNARD KELLY, MINISTER FOR LANDS, ON BEHALF OF THE
STATE OF NEW SOUTH WALES and in his capacity as the State Minister for New
South Wales under the *Native Title Act 1993 (Cth)***

AND

FORESTRY COMMISSION OF NEW SOUTH WALES

AND

CASINO RURAL LANDS PROTECTION BOARD

AND

WOODENBONG COMMON TRUST

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RECITALS

Whereas

- A. Trevor John Close on his own behalf and for and on behalf of the Githabul People lodged an Application for a determination of Native Title (NC95/11 ; NG6019/98) under the *NTA*.
- B. On the basis of evidence provided by the Githabul People, the State Minister for and on behalf of the State of New South Wales, recognises that the Githabul People hold Native Title as described in the Proposed Consent Determination Orders. The Parties have agreed to apply to the Federal Court of Australia to make the Proposed Consent Determination Orders.
- C. The Parties have agreed to enter this Agreement and be bound by its terms and conditions with a view to ongoing cooperation between them.
- D. The Registered Native Title Claimant shall provide a warranty that he is authorised to enter this Agreement for and on behalf of the Githabul People.
- E. The Githabul Corporation agrees to:
 - Carry out the functions of a Prescribed Body Corporate and act as agent for the Githabul People; and
 - Manage the implementation and secure performance of this Agreement by the Githabul People.
- F. In exchange for benefits provided by the State, the Githabul People have agreed to withdraw their Application over certain land and surrender Native Title over other land claimed in the State of New South Wales.
- G. The Parties have agreed to a regime for carrying out Future Acts after the date this Agreement is Registered.
- H. This Agreement represents the full and final settlement of the Application insofar as it relates to land and waters in the State of New South Wales.

The Parties agree as follows:

1. INTERPRETATION

- 1.1 In this Agreement unless the context or subject matter otherwise indicates or requires:

“**Aboriginal Area**” has the same meaning as in section 5 of the *NPWA*.

“**Aboriginal Cultural Heritage**” means:

- (a) physical evidence of the use of an area by Aboriginal people;

- (b) an area or item which is or was of special or spiritual significance with respect to Aboriginal culture;
- (c) any land identified in an environmental planning instrument as being of high Aboriginal cultural significance;
- (d) an Aboriginal Object; and
- (e) an Aboriginal Place.

“Aboriginal Object” has the same meaning as in section 5 of the *NPWA*.

“Aboriginal Place” means an area which is declared under section 84 of the *NPWA* to be an Aboriginal Place.

“Agreement” means this Agreement and any recital, clause, schedule or annexure to this Agreement.

“Agreement Area” means the land and waters described and mapped in Schedule B and is a complete description of the land and waters covered by this Agreement.

“AHIMS” means the Aboriginal Heritage Information Management System maintained by DEC as at the date of this Agreement or any equivalent register maintained by DEC.

“Animal” has the same meaning as in section 5 of the *NPWA*.

“Application” means the Third Amended Application for a determination of Native Title made by Trevor John Close on behalf of the Githabul People (NC95/11 ; NG6019/98) filed in the Federal Court on 30 October 2002.

“Board of Management” has the same meaning as in the *NPWA*.

“Claimant Application” has the same meaning as in the *NTA*.

“Compensation” means compensation of any kind, monetary or otherwise, paid or payable by the State or Casino Rural Lands Protection Board for the effect of any act or happening on any Native Title which exists or has at any time in the past existed in the Agreement Area. To avoid doubt, compensation does not include compensation of any kind which may become payable by third parties other than the State or Casino Rural Lands Protection Board to the Githabul People.

“Compensation Application” has the same meaning as in section 61 of the *NTA*.

“Consent Determination Area” means the land and waters described and mapped in Schedule A.

“Consent Determination Orders” means the consent orders made by the Federal Court as an approved determination of Native Title in the Consent Determination Area.

“Dairy Flat Travelling Stock Reserve” means the land described and mapped in Schedule M which is a Travelling Stock Reserve and is within the Consent Determination Area.

“DEC” means the Director General of the Department of Environment and Conservation and any person, authority or entity acting on behalf of the Director General or the Department of Environment and Conservation whether as a delegate or otherwise but does not include a Board of Management established under Part 4A of the *NPWA*.

“Extinguished Area” means the land described and mapped in Schedule E.

“Firearm(s)” has the same meaning as the *Firearms Act 1996*.

“Forests NSW” means the Forestry Commission of NSW, a corporation sole established by the *Forestry Act 1916*, and any agents or contractors performing functions under the *Forestry Act 1916*.

“Freehold Land” means the land described and mapped in Schedule F.

“Future Act(s)” has the same meaning as in the *NTA* but does not include Future Acts done by the Commonwealth.

“Githabul People” means those Indigenous persons who hold Native Title in the Consent Determination Area.

“Githabul Person” means a member of the Githabul People.

“Githabul Corporation” means the Githabul Nation Aboriginal Corporation incorporated under the *Aboriginal Councils and Associations Act 1976* (Cth).

“ILUA” means Indigenous Land Use Agreement and has the same meaning as in the *NTA*.

“Intermediate Period Act(s)” has the same meaning as in the *NTA*.

“Kenny/Bundock Githabul Family Group” means the Githabul People who are descendants of Arthur Bundock, Elizabeth Sutherland, Dillon Harrison, Lily Harrison, Annie Hippine or Tommy Kenny.

“Management Committee” means the Githabul National Parks Management Committee established pursuant to Schedule H of this Agreement.

“Minister for Lands” means the Minister administering the *Crown Lands Act 1989*.

“Minister for the Environment” means the Minister administering the *NPWA*.

“Mount Capeen” means the land comprising Lot 7001 DP 1028480 located at Mount Capeen which is shown as Inset C in Schedule F.

“National Park Roads” means roads which are part of land reserved under the *NPWA* and established for use by vehicles.

“National Parks” means the land and waters described and mapped in Schedule G which are reserved as national parks or nature reserves within the meaning of the *NPWA* and are within the Consent Determination Area.

“Native Title” means any native title rights and interests as defined in section 223 of the *NTA*.

“Native Title Group” has the same meaning as in the *NTA*.

“Native Title Holder(s)” has the same meaning as in the *NTA*.

“Native Title Parties” means the Registered Native Title Claimant, the Githabul People and the Githabul Corporation.

“Non-claimant Application” has the same meaning as in section 253 of the *NTA*.

“NPWA” means the *National Parks and Wildlife Act 1974* (NSW).

“NSW Law” means any law in force in the State of New South Wales and includes the common law, legislation, regulations, statutory instruments and environmental planning instruments.

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

“NTA (NSW)” means the *Native Title (New South Wales) Act 1994*.

“Parties” means the parties to this Agreement or those relevant Parties to this Agreement, as the context requires.

“Past Act(s)” has the same meaning as in the *NTA* but does not include Past Acts done by the Commonwealth.

“Plan of Management” has the same meaning as in the *NPWA*.

“Plantation” has the same meaning as in section 5 of the *Plantations and Reafforestation Act 1999*.

“Prescribed Body Corporate” has the same meaning as in the *NTA* and *Native Title (Prescribed Bodies Corporate) Regulations 1999*.

“Previous Exclusive Possession Act(s)” has the same meaning as in the *NTA*.

“Proposed Consent Determination Orders” means the proposed orders contained in Schedule A or orders which have substantially the same effect as those orders which are agreed by the Parties.

“Public Work” has the same meaning as in the *NTA* but does not include Public Works done by the Commonwealth. To avoid doubt, a reference to a Public Work includes any adjacent land or waters the use of which is or was necessary for, or incidental to, the construction, establishment or operation of the work.

“Public Road” has the same meaning as in the *Roads Act 1993*.

“Registered” means the entry of an ILUA by the Registrar on the Register of Indigenous Land Use Agreements.

“Registered Native Title Body Corporate” has the same meaning as in the *NTA*.

“Registered Native Title Claimant” means Trevor John Close on his own behalf and for and on behalf of the Githabul People.

“Register of Indigenous Land Use Agreements” has the same meaning as in the *NTA*.

“Register of Native Title Claims” has the same meaning as in the *NTA*.

“Registrar” has the same meaning as in the *NTA*.

“Representative Body” has the same meaning as in the *NTA*.

“Respondent Parties” means those persons who are joined to the Application as respondents at the time the Proposed Consent Determination Orders are sought.

“Rules of Association” means the rules of association of the Githabul Corporation.

“State” means the Government of New South Wales and includes a Minister of the Government and any statutory authority, person or entity acting on behalf of the State of New South Wales whether as a delegate or otherwise.

“State Forests” means the land and waters described and mapped in Schedule J which are dedicated as State forests within the meaning of the *Forestry Act 1916* and are within the Consent Determination Area.

“State Minister” means the New South Wales Minister nominated under the *NTA* being the Minister for Lands at the time of the commencement of this Agreement.

“State Forest Roads and Trails” means any route established for vehicular access on land dedicated under the *Forestry Act 1916*.

“Surrendered Area” means the land described and mapped in Schedule D in which the Githabul People have surrendered any Native Title.

“Tooloom Falls” means the land described and mapped in Schedule P.

“Travelling Stock Reserve” has the same meaning as in Part 8 of the *Rural Lands Protection Act 1998*.

“Threatened Species” has the same meaning as in the *Threatened Species Conservation Act 1995* and the *Fisheries Management Act 1994*.

“Withdrawn Area” means the land described and mapped in Schedule C which includes part of Maryland National Park as shown in Diagram 1 of Schedule C, the Travelling Stock Reserves shown in Diagram 2 of Schedule C, land owned by Muli Muli Local Aboriginal Land Council as shown in Diagram 3 of Schedule C, and land covered by Exploration Licence 6452 as shown in Diagram 4 of Schedule C.

- 1.2 In this Agreement unless the context or subject matter otherwise indicates or requires:
- (a) the word person includes a body corporate or a statutory corporation;
 - (b) words denoting the singular number shall include the plural and vice versa;
 - (c) a reference to a person includes a reference to the person’s executors, administrators, successors, substitutes (including but not limited to persons taking by novation), and assigns;
 - (d) a reference to anything is a reference to the whole or any part of it and a reference to a group of persons is a reference to any one or more of them;
 - (e) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation or instrument issued under, that legislation or legislative provision;
 - (f) a reference to a recital, clause, schedule or annexure is a reference to a recital, clause, schedule or annexure to this Agreement;
 - (g) a reference to a paragraph is a reference to a paragraph of a schedule of this Agreement;
 - (h) a recital, schedule or annexure or a description of the Parties to this Agreement forms part of this Agreement;

- (i) a reference to a Minister, authority, body or person includes the Minister, authority, body or person for the time being performing the functions performed by that Minister, authority, body or person at the date of this Agreement; and
- (j) except where a contrary intention is apparent from the text of this Agreement, expressions which are defined in the *NTA* have the same meaning in this Agreement.

1.3 The Parties intend that this Agreement shall have effect as a Deed.

2. OBJECTS

2.1 The main objects of this Agreement are:

- (a) that the State recognises that Native Title exists in the Consent Determination Area and agrees to join with the Registered Native Title Claimant and the Respondent Parties (if any) in seeking the Proposed Consent Determination Orders in Schedule A;
- (b) to establish regimes for the future management of the State Forests, National Parks and Dairy Flat Travelling Stock Reserve which enjoys the support of all Parties;
- (c) to provide a regime for undertaking Future Acts in the Consent Determination Area;
- (d) to acknowledge the principles for cultural heritage protection in Schedule S; and
- (e) to achieve a final settlement of the Application insofar as it relates to land and waters in the State of New South Wales.

3. COMMENCEMENT

3.1 The Parties agree that:

- (a) clauses 1, 2, 3, 4, 5, 26, 27, 28, 29, 30, 31, 32, and 34 commence on the date of execution of this Agreement; and
- (b) the remainder of the Agreement commences on the date on which this Agreement is Registered.

3.2 The Parties agree that if this Agreement is not Registered as an ILUA to which Subdivision C of Division 3 of Part 2 of the *NTA* applies, the Parties agree to act in good faith to take such steps as need to be taken to address any concerns which the Registrar may have to enable the ILUA to be Registered, including to make any necessary amendments to the Agreement.

- 3.3 The Parties agree that if this Agreement is not Registered as an ILUA to which Subdivision C of Division 3 of Part 2 of the NTA applies within a period of thirty-six (36) months from the date of execution of this Agreement or such further period as agreed in writing between the Parties, the Agreement shall expire and cease to have effect.

4. TERM

- 4.1 This Agreement continues until such time as one of the following events occurs:
- (a) it expires in accordance with clause 3.3; or
 - (b) all Parties agree in writing to release each other and every other Party from their respective rights and obligations under this Agreement.

5. AUTHORISATION

- 5.1 The Registered Native Title Claimant warrants that he is the person authorised by the Githabul People to enter this Agreement in accordance with the provisions of section 251A of the *NTA*.
- 5.2 The Native Title Parties acknowledge and agree that they shall be bound by the Registered Native Title Claimant's execution of this Agreement, and subject only to the terms of this Agreement, shall remain bound by this Agreement, notwithstanding;
- (a) any lapse, expiration, revocation or cessation of his authorisation;
 - (b) the authorisation by the Githabul People of any other person in place of or in addition to the Registered Native Title Claimant; or
 - (c) any other resolution or decision of the Githabul People.

6. RECOGNITION OF NATIVE TITLE

- 6.1 The State recognises that the Githabul People hold Native Title in accordance with the terms of the Proposed Consent Determination Orders in Schedule A.
- 6.2 The State and the Registered Native Title Claimant agree to apply for the Proposed Consent Determination Orders to be made by the Federal Court, pursuant to sections 87(1) and 87(2) of the *NTA*.
- 6.3 In the event that the Federal Court does not make the Proposed Consent Determination Orders pursuant to sections 87(1) and 87(2) of the *NTA*, the Parties agree to act in good faith to take such steps as need to be taken to address any concerns which the Federal Court may have to enable the Proposed Consent Determination Orders to be made.

- 6.4 Notwithstanding the Consent Determination Orders, the Githabul People agree to exercise Native Title in the Consent Determination Area in accordance with the provisions of this Agreement.
- 6.5 The Parties acknowledge and agree that, in implementing the terms of this Agreement, the State may expressly or implicitly allow the Githabul People to undertake cultural activities which may be similar to Native Title on the Extinguished Area or on other land and waters not included in the Consent Determination Area but:
- (a) this does not constitute recognition by the State that the Githabul People hold Native Title in any land or waters other than the Consent Determination Area; and
 - (b) such cultural activities are only allowed where permitted by the State or where they are undertaken pursuant to other legal entitlements.

7. AMENDMENT OF APPLICATION

- 7.1 The Parties agree that the Registered Native Title Claimant shall take action to amend the Application to only cover the Consent Determination Area within a period of two (2) months from the date on which this Agreement is Registered, unless otherwise agreed in writing by the Parties.
- 7.2 The Application must be amended pursuant to clause 7.1 before the Parties shall seek the Proposed Consent Determination Orders.

8. WITHDRAWAL OF PART OF APPLICATION

- 8.1 The Parties agree that the part of the Application covering the Withdrawn Area shall be withdrawn, which shall occur by amendment of the Application in accordance with clause 7.1.
- 8.2 In relation to the Travelling Stock Reserves shown in Diagram 2 of Schedule C, the Native Title Parties also warrant that after the date on which this Agreement is Registered, they shall not make, or assist any Aboriginal person to make, a Claimant Application or a Compensation Application in relation to those Travelling Stock Reserves, except as provided in clause 8.3.
- 8.3 A new Claimant Application may be lodged by the Native Title Parties in response to a Non-claimant Application or a notice under section 29 of the *NTA* lodged or given in respect to any part of the Travelling Stock Reserves shown in Diagram 2 of Schedule C, provided:
- (a) the Claimant Application is made only in respect to the land or waters specified in the Non-claimant application or land or waters specified in the notice under section 29 of the *NTA*; and

- (b) the Claimant Application is withdrawn if it is not accepted for registration and included on the Register of Native Title Claims by the Registrar.

9. EXTINGUISHED LAND

- 9.1 The Parties agree that Native Title has been extinguished in the Extinguished Area.
- 9.2 If the Parties are uncertain or disagree as to whether land or waters are part of the Extinguished Area, the dispute resolution procedures in clause 29 shall apply.

10. GITHABUL CORPORATION

- 10.1 The Githabul Corporation warrants that under its Rules of Association, all persons who are Githabul People are entitled to be members of the Githabul Corporation and all members shall be entitled to attend and participate in meetings.
- 10.2 The Githabul Corporation warrants that it has the authority and consent of the Githabul People to enter this Agreement and agree to its terms.
- 10.3 The Githabul Corporation warrants that it has the authority and consent of the Githabul People to:
 - (a) consult other persons or bodies;
 - (b) enter into agreements;
 - (c) exercise procedural rights;
 - (d) receive, hold and deal with assets; and
 - (e) accept notices,

for and on behalf of the Githabul People.

- 10.4 The Githabul Corporation agrees to seek the written consent of the State Minister prior to amending its Rules of Association in any way which affects the following matters:
 - (a) Definition of Githabul People;
 - (b) Objects;
 - (c) Membership;
 - (d) Governing Committee;
 - (e) Voting at meetings; and
 - (f) Application of funds and property.

- 10.5 The State Minister shall respond as soon as practicable and shall not unreasonably withhold consent in relation to any request made pursuant to clause 10.4.

- 10.6 The Registered Native Title Claimant and the Githabul People shall ensure that no person or corporation is to assume or perform the role and functions of the Githabul Corporation unless the proposed person or corporation agrees in writing to be bound by the terms of this Agreement and is in all other respects qualified and capable of assuming the role and functions of the Githabul Corporation.
- 10.7 The Registered Native Title Claimant and the Githabul People shall provide notice to the other Parties within fourteen (14) days if a successor to the Githabul Corporation is appointed.

11. PRESCRIBED BODY CORPORATE

- 11.1 The Githabul Corporation agrees to carry out the functions of a Prescribed Body Corporate as agent for the Githabul People and shall consent to the orders to this effect in the Consent Determination Orders.
- 11.2 In performing the functions of a Prescribed Body Corporate, the Githabul Corporation acknowledges that it shall comply with the *NTA* and the *Native Title (Prescribed Bodies Corporate) Regulations 1999*.
- 11.3 If the Githabul Corporation ceases to exist, the Registered Native Title Claimant and the Githabul People warrant that another Prescribed Body Corporate shall be established and appointed in accordance with any legislation which is applicable at the time within a period of six (6) months from the date on which the Githabul Corporation ceases to exist.
- 11.4 The Registered Native Title Claimant and the Githabul People shall provide notice to the other Parties within fourteen (14) days if another Prescribed Body Corporate is established.
- 11.5 The Registered Native Title Claimant and the Githabul People shall ensure that if another Prescribed Body Corporate is established, it shall agree in writing to be bound by the terms of this Agreement and shall be qualified and capable of assuming the role and functions of a Prescribed Body Corporate in all other respects.

12. SURRENDER OF NATIVE TITLE

- 12.1 The Parties consent to the surrender of Native Title in the Surrendered Area.
- 12.2 The Parties acknowledge that the surrender of Native Title is intended to extinguish any Native Title that may exist in the Surrendered Area.
- 12.3 The Parties acknowledge that, except as provided in clause 12.1, this Agreement does not constitute any surrender by the Githabul People of any Native Title held by them in the Agreement Area.

13. TRANSFER OF FREEHOLD LAND

- 13.1 The State agrees to grant the Freehold Land to the Githabul Corporation as follows:
- (a) in relation to Insets E (Lot 107 DP 751077), F (Lots 10 and 11 Section 3 DP 758130), I (Lots 14 and 15 Section 10 DP 759025), J (Lot 86 DP 751057) and K (Lots 1, 2, 3, 4, 5, 6, 7, 11 and 12, Section 7 DP 758607) in Schedule F, the land shall be transferred within twelve (12) months of the date on which this Agreement is Registered;
 - (b) in relation to the remaining Insets in Schedule F, the land shall be transferred as soon as reasonably practicable.
- 13.2 The Parties agree that prior to any transfer of the Freehold Land pursuant to clause 13.1, the State may need to survey the Freehold Land which may result in minor amendments to the boundaries of the Freehold Land as shown in Schedule F.
- 13.3 The State agrees to use its best endeavours to revoke any reservation which may be applicable to the Freehold Land on the date on which this Agreement is Registered to enable the transfer of the Freehold Land.
- 13.4 The Parties acknowledge that any revocation pursuant to clause 13.3 may require procedural steps to be undertaken in accordance with NSW Law, including, but not limited to, obtaining approval of the NSW Parliament, and the requirement to undertake such procedures cannot be fettered by this Agreement.
- 13.5 For the purposes of clause 13.1, the Minister for Lands warrants that he is satisfied that it is in the public interest to transfer the Freehold Land to the Githabul Corporation without assessing that land under Part 3 of the *Crown Lands Act 1989 (NSW)*, and that in exercising his power to transfer that land he has had due regard to the principles of Crown land management.
- 13.6 The Githabul Corporation agrees to hold the Freehold Land for and on behalf of the Githabul People and shall only deal with the Freehold Land in accordance with its Rules of Association.
- 13.7 In relation to Mount Capeen, the Parties acknowledge that the land is significant to the Kenny/Bundock Githabul Family Group in accordance with the traditional laws and customs of the Githabul People and this is a reason why Mount Capeen is being transferred to the Githabul Corporation.
- 13.8 On or before the transfer of Mount Capeen to the Githabul Corporation, the State agrees to register a covenant or comparable legal instrument on the title for Mount Capeen which is agreed by the Kenny/Bundock Githabul Family Group that shall prevent the Githabul Corporation from transferring Mount Capeen except with the consent of the Minister for Lands who must be

satisfied that the Bundock/Kenny Family have authorised such transfer in accordance with the Githabul Corporation's Rules of Association.

14. VALIDATION PROVISIONS

- 14.1 The Parties agree that any Future Acts (other than Intermediate Period Acts) in the Agreement Area after 1 January 1994 but before the date on which this Agreement is executed, are valid, to the extent they are invalid because of the existence of Native Title.
- 14.2 The Parties agree that any Future Acts in the Agreement Area after the date on which this Agreement is executed but before the date on which this Agreement is Registered, are valid, to the extent they are invalid because of the existence of Native Title, provided they are carried out in accordance with the procedures in the Agreement or the *NTA*.

15. PUBLIC WORKS

- 15.1 The Parties agree that Public Works constructed or established prior to the date this Agreement is executed (other than Intermediate Period Acts) are valid, to the extent they are invalid because of the existence of Native Title, and have wholly extinguished all Native Title in:
- (a) the land or waters on which the Public Works were or are situated;
 - (b) the land or waters which is or was necessary for or incidental to the construction, establishment or operation of the Public Works.
- 15.2 The Parties agree that any Public Works in the Agreement Area constructed or established after the date on which this Agreement is executed but before the date on which this Agreement is Registered, are valid, to the extent they are invalid because of the existence of Native Title, provided they are carried out in accordance with the procedures in the Agreement or the *NTA*.
- 15.3 If the Parties are uncertain or disagree as to whether an installation is a Public Work or about the precise location and boundaries of a Public Work, the dispute resolution procedures in clause 29 shall apply.

16. NATIONAL PARKS

- 16.1 The Parties agree that the Management Committee shall be established and shall function in accordance with the provisions of Schedule H to provide the Githabul People with an opportunity to be consulted about the management of the National Parks.
- 16.2 The Githabul People agree that they shall not exercise Native Title on the National Parks other than in accordance with the provisions of Schedule I, notwithstanding the Consent Determination Orders.

- 16.3 The Parties agree that nothing in this Agreement affects the management and operation of the National Parks except to the extent specifically provided for in this Agreement.

17. PART 4A AND SCHEDULE 14 NPWA

- 17.1 DEC shall consult with the Githabul People about a proposal to list any land or waters in the National Parks on Schedule 14 of the *NPWA* and shall inform the Minister for the Environment of the views of the Githabul People. If the Githabul People advise DEC that they do not agree with the proposal to list those land or waters on Schedule 14 of the *NPWA*, DEC shall not recommend that listing to the Minister for the Environment.
- 17.2 If any land or waters in the National Parks are listed on Schedule 14 of the *NPWA*, Schedule H to the extent it applies shall cease to operate in respect of those lands or waters following the establishment of a Board of Management under Part 4A of the *NPWA*.
- 17.3 To avoid doubt, the remainder of this Agreement shall continue to apply to any land or waters listed on Schedule 14 of the *NPWA*.

18. STATE FORESTS

- 18.1 The Parties agree to the provisions of Schedule K to provide the Githabul People with an opportunity to be consulted about the management of the State Forests.
- 18.2 The Githabul People agree that they shall not exercise Native Title on the State Forests other than in accordance with the provisions of Schedule L, notwithstanding the Consent Determination Orders.
- 18.3 The Parties agree that nothing in this Agreement affects the management and operation of the State Forests except to the extent specifically provided for in this Agreement.

19. DAIRY FLAT TRAVELLING STOCK RESERVE

- 19.1 The Githabul People agree that they shall not exercise Native Title on the Dairy Flat Travelling Stock Reserve other than in accordance with the provisions of Schedule M, notwithstanding the Consent Determination Orders.

20. WOODENBONG COMMON

- 20.1 The Native Title Parties and the Woodenbong Common Trust agree to the provisions of Schedule O in respect of the Woodenbong Common.

21. TOOLOOM FALLS

- 21.1 The Parties agree that Tooloom Falls shall be reserved as an Aboriginal Area within six (6) months and shall be managed in accordance with Schedule P.

22. PROCEDURE FOR FUTURE ACTS

- 22.1 The Parties agree that Future Acts undertaken in the Consent Determination Area after the execution of this Agreement but before the date on which this Agreement is Registered shall be carried out in accordance with the *NTA*.
- 22.2 The Parties agree that the procedures outlined in Schedule Q shall be followed in relation to the classes of Future Acts in Schedule Q in the Consent Determination Area after the date on which this Agreement is Registered.
- 22.3 Without limiting the rights of the Native Title Parties set out in Schedules H, K and Q, the Parties consent to the doing of the classes of Future Acts in Schedules H, K and Q which shall be valid provided the procedures in Schedules H, K and Q have been complied with and that the Future Acts are otherwise lawful.
- 22.4 The Parties confirm that any Future Act not covered by Schedules H, K and Q shall be undertaken in accordance with the *NTA*.
- 22.5 Except as provided for in clause 8.3, the Parties consent to the doing of any Future Acts lawfully undertaken in accordance with the *Rural Lands Protection Act 1998* on the Travelling Stock Reserves in the Withdrawn Area shown in Diagram 2 of Schedule C, provided those land and waters continue to be reserved under the *Rural Lands Protection Act 1998*.

23. CULTURAL HERITAGE

- 23.1 The Parties agree to the provisions of Schedule S relating to Aboriginal Cultural Heritage.

24. COMPENSATION

- 24.1 The Native Title Parties agree not to make or maintain any claim for Compensation and agree and acknowledge that the benefits conferred under this Agreement are full and final satisfaction of Compensation to which any person holding Native Title or at any time having held Native Title is entitled to for the doing of any of the following acts in relation to the Agreement Area:
- (a) Past Acts;
 - (b) Intermediate Period Acts;
 - (c) Future Acts which have been undertaken or have commenced prior to the date this Agreement is executed;
 - (d) Future Acts which have been undertaken or have commenced between the date this Agreement is executed but prior to the date this Agreement is Registered, except for:

- i. Future Acts where Compensation may be payable in accordance with the relevant provisions of Schedule Q had Schedule Q commenced on execution of this Agreement; and
- ii. Future Acts to which clause 22.4 applies, had clause 22.4 commenced on execution of this Agreement;

(e) Future Acts commenced and undertaken after the date this Agreement is Registered, except for:

- i. those Future Acts where Compensation may be payable in accordance with the relevant provisions of Schedule Q; or
- ii. those Future Acts to which clause 22.4 applies.

24.2 In relation to Future Acts covered by paragraph 11 of Schedule Q, the Native Title Parties agree not to make or maintain any claim for Compensation against the State other than in accordance with the compensation regime set out in paragraph 11 of Schedule Q.

24.3 The Native Title Parties agree that all persons holding Native Title in relation to any land or waters in the Agreement Area, including persons who are not Parties to this Agreement, are entitled to share in the benefits provided under this Agreement.

25. INDEMNITY

25.1 The Native Title Parties indemnify, to the extent of the benefits conferred on the Native Title Parties under this Agreement, the State for any costs, compensation, losses and damages incurred by the State as a result, directly or indirectly, for any person who establishes that:

- (a) they have Native Title in relation to the Agreement Area and that they are entitled to the payment of Compensation, whether under the *NTA* or other NSW Law, as a consequence of them having such Native Title; or
- (b) they are entitled to damages against the State on the basis of any derogation of the rights of a Native Title Holder.

26. REGISTRATION AS AN ILUA

26.1 The Parties agree that, in accordance with section 24CG(1) of the *NTA*, the State Minister and the Registered Native Title Claimant shall jointly apply for this Agreement to be Registered as an ILUA to which Subdivision C of Division 3 of Part 2 of the *NTA* applies.

26.2 The Registered Native Title Claimant agrees to provide to the State Minister, within twenty-eight (28) days of the execution of this Agreement, statements in accordance with section 24CG(3)(b) (i) and (ii) of the *NTA*:

- (a) to the effect that all reasonable efforts have been made (including conducting consultation with New South Wales Native Title Services

Limited) to ensure that all persons who hold or may hold Native Title in relation to the Agreement Area have been identified, and that all of the persons so identified have authorised the making of this Agreement, and

- (b) setting out the grounds on which the Registrar should be satisfied that the requirements of the *NTA* are met.

26.3 The Parties agree that they shall use their best endeavours to provide all reasonable assistance to the State Minister and the Registered Native Title Claimant to have this Agreement Registered.

27. USE OF AGREEMENT

27.1 The State confirms that:

- (a) the making of this Agreement; and
- (b) the consent of the State to the Consent Determination Orders,

is not intended to be an admission that the Registered Native Title Claimant or the Githabul People hold Native Title in any land or waters other than the land and waters included in the Consent Determination Area.

28. VARIATION OF AGREEMENT

28.1 This Agreement may be varied only by the agreement in writing of all the Parties.

28.2 In the event this Agreement is varied, the Parties shall determine whether they should terminate this Agreement in accordance with section 199C(1)(c)(ii) of the *NTA* and apply for the varied agreement to be Registered in accordance with section 24CG(1) of the *NTA*, and if so, the Parties shall use their best endeavours to ensure the varied agreement is Registered.

29. DISPUTE RESOLUTION PROCEDURE

29.1 A Party shall not start court proceedings in respect of a dispute arising out of this Agreement unless it has complied with this clause.

29.2 A Party complaining that a dispute has arisen shall notify the other Party or Parties giving details of the dispute.

29.3 During a twenty-eight (28) day period after notice is given under clause 29.2, or a longer period if otherwise agreed in writing, the Parties involved in the dispute shall use their best endeavours to resolve the dispute, which may include holding a conference to discuss the dispute if appropriate.

29.4 If the Parties involved in the dispute are unable to resolve the dispute within two (2) months, or within such time period as otherwise agreed in writing, any

such Party can require the dispute to be mediated in accordance with the mediation rules of the Law Society of New South Wales:

- (a) by a mediator agreed to by the Parties; or
 - (b) if the Parties are unable to agree on a mediator within seven (7) days of the end of the period in clause 29.3, the Parties shall request that the President of the Law Society of New South Wales appoints a suitably qualified mediator.
- 29.5 The role of any mediator appointed pursuant to clause 29.4 is to assist in negotiating a resolution of the dispute and a mediator may not make a decision that is binding on a Party unless that Party has so agreed in writing.
- 29.6 The Parties to the dispute shall co-operate fully with the mediator and use their best endeavours to resolve the dispute.
- 29.7 Any information or documents disclosed by a Party under this clause 29 shall be kept confidential and may not be used except to attempt to resolve the dispute.
- 29.8 Each Party shall bear its own costs of complying with this clause and the Parties involved in the dispute shall bear equally the costs of any mediator engaged.
- 29.9 In the event that the dispute is not settled by mediation within sixty (60) days of the appointment of a mediator or within such other time as is agreed by the Parties involved in the dispute, any Party may commence proceedings in a court of competent jurisdiction, unless any other provision of this Agreement is applicable.

30. NOTICES

- 30.1 The Parties agree that if under this Agreement any notice or other document is required to be given to another Party, it shall be in writing and shall be sent by pre-paid post or by facsimile transmission to that Party's last known address or facsimile transmission number.
- 30.2 For the purpose of clause 30.1, Schedule R contains a list of addresses, telephone and facsimile transmission numbers for the Parties that are current as at the date of execution of this Agreement.
- 30.3 Any notices required under this Agreement or under any law to be served on the Githabul People or the Native Title Holders or the Registered Native Title Body Corporate may be served on the Githabul Corporation and such service shall be deemed to be sufficient.
- 30.4 If during any period there is no Prescribed Body Corporate, any notices required under this Agreement or under any law to be served on the Githabul People or the Native Title Holders or the Registered Native Title Body Corporate may be served on any one of the following:

- (a) the Representative Body for the Agreement Area; or
- (b) a body performing the functions of the Representative Body for the Agreement Area; or
- (c) an administrator appointed to manage the functions of the Prescribed Body Corporate;

and such service shall be deemed to be sufficient.

31. NO TERMINATION FOR BREACH

- 31.1 The Parties agree that no breach of this Agreement by any Party shall give any other Party a right to elect to terminate the Agreement, but any Party may exercise any other remedy available to it in respect of such breach, provided the dispute resolution procedure in clause 29 is complied with.

32. GOODS AND SERVICES TAX

- 32.1 Words used in this clause that have been defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this clause. In relation to a Taxable Supply, GST Amount means the amount of GST payable in respect of that Taxable Supply.
- 32.2 If GST is payable on a Taxable Supply made under, by reference to or in connection with this Agreement, the State agrees to pay the GST Amount in respect of that Taxable Supply.

33. REVIEW OF THE AGREEMENT

- 33.1 The State and the Native Title Parties agree to review the terms and functioning of this Agreement every five (5) years after the date on which this Agreement is Registered and agree that any amendment to this Agreement arising from such review must be made in accordance with clause 28.

34. GENERAL

Giving effect to the Agreement

- 34.1 Each Party shall act in good faith and do everything reasonably necessary to give effect to this Agreement and the matters contemplated by it.

Legal and other costs

- 34.2 The Native Title Parties shall not be responsible for any stamp duty (including fines or penalties) payable on or with respect to this Agreement, including for any transfer of land undertaken pursuant to this Agreement.
- 34.3 The Parties shall otherwise bear their own costs in respect to the making and implementing of this Agreement.

Consumer Price Index

- 34.4 Where this Agreement makes reference to the payment or availability of a specified sum, that sum shall be indexed annually (by reference to the date of execution of this Agreement) to the Consumer Price Index for Sydney.

Severance

- 34.5 If part or all of any clause of this Agreement is void, illegal or unenforceable, that part may be severed from this Agreement and the remaining provisions of this Agreement shall continue in force.

Legal advice

- 34.6 The Native Title Parties acknowledge that they have had the benefit of independent legal advice in relation to this Agreement.

Entire Agreement

- 34.7 This Agreement constitutes the entire agreement between the Parties and supercedes any prior agreement between the Parties.

Governing Law

- 34.8 This Agreement is governed by and shall be construed in accordance with NSW Law and any proceedings arising from or in relation to this Agreement must be commenced in New South Wales, including any proceeding commenced in the Federal Court of Australia which must be commenced in the New South Wales Registry.

IN WITNESS OF their Agreement, the Parties have hereunder signed their names and affixed their seals and agree to an application being made under regulation 7(2)(b) of the *Native Title (Indigenous Land Use Agreements) Regulations 1999*

Signed sealed and delivered by
TREVOR JOHN CLOSE,
Registered Native Title Claimant
in the presence of:

The Common Seal of the
GITHABUL NATION
ABORIGINAL CORPORATION
was hereunto affixed in the presence of:

Governing Committee Members

Signed sealed and delivered
by **ANTHONY BERNARD KELLY**
the Minister for Lands
of behalf of the
STATE OF NEW SOUTH WALES
and in his capacity as the
State Minister for New South Wales under
the *Native Title Act 1993 (Cth)* in the presence of:

The Common Seal of
FORESTRY COMMISSION OF NEW SOUTH WALES
was hereunto affixed
in the presence of:

Signed sealed and delivered
by **WOODENBONG COMMON TRUST**
in the presence of:

Signed sealed and delivered
by the **CHAIRMAN** of
**CASINO RURAL LANDS
PROTECTION BOARD**
in the presence of:

SCHEDULE A : PROPOSED CONSENT DETERMINATION ORDERS AND CONSENT DETERMINATION AREA

BY CONSENT THE COURT ORDERS THAT:

Existence of native title

1. Native title exists in relation to the land and waters described in Attachment 1 (“Consent Determination Area”).

Native title holders

2. Native title is held by the “Githabul People” who are a group comprising Aboriginal persons who are:
 - (a) the biological descendants of Yagoi, Billy Williams, Doctor or Billy Williams, Julia Charles, Hughie Williams, Mary Williams, Elizabeth Williams, Lily Williams, Elsa/Eileen Williams, Euston Williams, Jimmy Sambo, Dan Sambo, Emily Sambo, Margaret Sambo, Jean Sambo, Timegar Sambo, Jerry Wagner, Alec Bond, Rene Bond, Anne Hippine, Lily Harrison, Dillon Harrison, Elizabeth Sutherland, Arthur Bundock, Fred Yarrie, Margaret Yarrie, Sam Yarrie, Bob Yarrie, Syd Yarrie, Kitty, Billy McBride, Elizabeth McBride, Gergan Williams, Minnie Williams, Clara Williams, Girlille, Lena Weekly, Emily Weekly, John Devan, Dolly Devan, Tom Close, Nellie Devine, Roy Close, Violet Cliff, Sarah Kenny, Lizzy Andrew, Digger Marine or Mareen, Bill Williams, Nellie Williams, Alice Williams, Arthur Williams, Faraway Hart, Tommy Boyd, Roger Boyd, Bill Hill Snr, King Edward Derry, Billy King Snr, Bill Brown, and Tommy Kenny; and
 - (b) persons adopted into the families of those persons (and the biological descendants of any such adopted persons); and
 - (c) identify themselves as members of the Githabul People; and
 - (d) are recognised by the Githabul People as being members of the Githabul People.

Nature and extent of native title rights and interests

3. The nature and extent of the rights and interests held by the Githabul People in the Consent Determination Area are the non-exclusive rights to:

- (i) access, and camp on, the Consent Determination Area;
 - (ii) fish, hunt and gather animal and plant resources for personal, domestic and non-commercial communal consumption;
 - (iii) take and use water for personal, domestic and non-commercial communal purposes;
 - (iv) access the Consent Determination Area for spiritual purposes and to access sites of spiritual significance in the Consent Determination Area; and
 - (v) protect, by lawful means, places of importance to the Githabul People in the Consent Determination Area from physical harm.
4. The native title rights and interests held by the Githabul People do not confer possession, occupation, use and enjoyment of the Consent Determination Area to the exclusion of all others nor any right to control access or to make decisions concerning the use of the land and waters in the Consent Determination Area.
5. Native title does not exist in:
- (a) minerals as defined in the *Mining Act 1992* (NSW) and the *Mining Regulation 2003* (NSW); and
 - (b) petroleum as defined in the *Petroleum (Onshore) Act 1991* (NSW) and the *Petroleum (Submerged Lands) Act 1982* (NSW); and
 - (c) uranium.

Nature and extent of other interests

6. The nature and extent of other interests in relation to the Consent Determination Area are as follows:
- (a) the rights and interests described in Attachment 2;
 - (b) the valid and validated rights and interests granted by the Crown pursuant to or otherwise conferred by the laws of the State of New South Wales or Commonwealth, or by any executive act;
 - (c) rights and interests of members of the public arising under the laws of the State of New South Wales or Commonwealth or arising under the common law;
 - (d) the rights and interests of Telstra Corporation Limited:
 - (i) as the owner or operator of telecommunications facilities within the Consent Determination Area, including customer radio terminals and overhead and underground cabling;
 - (ii) as the holder of a carrier licence under the *Telecommunications Act 1997* (Cth);
 - (iii) created pursuant to the *Post and Telegraph Act 1901* (Cth), the *Telecommunications Act 1975* (Cth), the *Australian Telecommunications Corporation Act 1989* (Cth), the *Telecommunications Act 1991* (Cth) and the *Telecommunications Act 1997* (Cth), including the right to install customer radio terminals and the right to install cabling; and
 - (iv) for its employees, agents or contractors to enter the Consent Determination Area in the performance of their duties, to access its

- telecommunications facilities in, and in the vicinity of, the Consent Determination Area;
- (e) a right of any of the following parties, or any of their employees or agents, to access the Consent Determination Area for the performance of their duties:
- (i) the State of New South Wales and its agencies and instrumentalities;
 - (ii) the Commonwealth and its agencies and instrumentalities;
 - (iii) Casino Rural Lands Protection Board; and
 - (iv) local government authorities, including the Kyogle Shire Council and Tenterfield Shire Council; and
 - (v) *this paragraph may need to include extra interests if they are identified as relevant eg. electricity distributors.*

Relationship between native title rights and other interests

7. The relationship between the native title rights and interests and the other interests in the Consent Determination Area is that:
- (a) the other rights and interests continue to have effect; and
 - (b) the other rights and interests and any activity done in accordance with or incidental to the exercise of a right conferred or held under the other rights and interests, while they are in existence, prevail over but do not extinguish the native title rights and interests and any exercise of those native title rights and interests.
8. The native title rights and interests in the Consent Determination Area are subject to and exercisable in accordance with;
- (a) the laws of the State of New South Wales and the Commonwealth; and
 - (b) the traditional laws acknowledged and traditional customs observed by the Githabul People;
 - (c) the terms of the Indigenous Land Use Agreement registered by the National Native Title Tribunal on [date].

Prescribed Body Corporate

9. In accordance with the Applicant's nomination of the Githabul Corporation, it shall:
- (a) be the prescribed body corporate for the purposes of sections 56(2) and 57(3) of the *Native Title Act 1993* (Cth);
 - (b) perform the functions set out in the *Native Title Act 1993* (Cth) and the *Native Title (Prescribed Bodies Corporate) Regulations 1999* (Cth).

Costs

10. Each party shall be liable to pay their own costs arising from the Proceedings.

Definitions

11. In these orders, unless the contrary intention appears:

“**camp**” means casual camping and does not include the right to permanently reside or build permanent structures or fixtures.

“**Consent Determination Area**” means the land and waters described and mapped in Attachment 1.

“**Githabul People**” means the native title holders as described in order 2.

“**Githabul Corporation**” means the Githabul Nation Aboriginal Corporation incorporated under the *Aboriginal Councils and Associations Act 1976 (Cth)*.

“**laws**” include statutes, regulations and other subordinate legislation and the common law.

“**Proceedings**” means the application for determination of native title made by Trevor John Close for and on behalf of the Githabul People (NC95/11; NG6019/98) and any matters arising from those proceedings.

“**validated**” means acts validated in accordance with the *Native Title Act 1993 (Cth)*, the *Native Title (New South Wales) Act 1994*, and the terms of the Indigenous Land Use Agreement registered with the National Native Title Tribunal on [date].

12. If a word or expression is not defined in these orders, but is defined in the *Native Title Act 1993 (Cth)*, then it has the meaning given to it in the *Native Title Act 1993 (Cth)*.

ATTACHMENT 1 – CONSENT DETERMINATION AREA

The land and waters in which the Githabul People hold native title are the parcels described by the following schedules and as shown on the maps attached to those Schedules:

Schedule G – National Parks

Schedule J – State Forests

Schedule M – Dairy Flat Travelling Stock Reserve

To avoid doubt, the land and waters do not include any land or waters on which valid or validated public works were situated or are currently situated, including any adjacent lands within the meaning of section 251D of the *Native Title Act 1993* (Cth).

In the event of an inconsistency between the written description provided in this Attachment and the map, the written description shall prevail.

ATTACHMENT 2 – OTHER RIGHTS AND INTERESTS

The nature and extent of the other rights and interests in relation to the Consent Determination Area are as follows:

The Parties agree that this list must be current as at the date of the Consent Determination Orders and shall be agreed by the Parties prior to seeking the Consent Determination Orders.

The list must capture any known interests which are current in the Consent Determination Area at the time that the Consent Determination Orders are made such as licences and occupation permits, and general categories of such interests.

SCHEDULE B : AGREEMENT AREA

The Agreement Area consists of the parcels described by the following schedules and as shown on the maps attached to those Schedules:

Schedule C (Diagram 1) – Withdrawn Part of Maryland National Park

Schedule C (Diagram 2) – Withdrawn Travelling Stock Reserves

Schedule C (Diagram 3) – Muli Muli Land

Schedule C (Diagram 4) – Withdrawn Exploration Licence Area

Schedule D – Surrendered Area

Schedule E – Extinguished Area

Schedule G – National Parks

Schedule J – State Forests

Schedule M – Dairy Flat Travelling Stock Reserve

Schedule P – Tooloom Falls

SCHEDULE G : NATIONAL PARKS

The National Parks consist of the following parcels as at the date of execution of this Agreement as shown on the map attached to this Schedule:

ID Area/s	Parcel	Location
502	Lot 502, Plan N0764-502	Captains Creek National Park
504	Lot 504, Plan N0764-504	Captains Creek National Park
505	Lot 505, Plan N0764-505	Captains Creek National Park
506	Lot 506A, Lot 506B, Lot 506C Plan N0091-506	Tooloom National Park
507	Lot 507A, Lot 507B, Plan N0091-507	Tooloom National Park
508	Lot 508, Plan N0091-508	Tooloom National Park
510	Lot 510A, Lot 510B, Plan N0154-510	Yabbra National Park
512	Lot 512, Plan N0154-512	Yabbra National Park
515	Lot 515A, Lot 515B, Plan N0154-514	Yabbra National Park
517	Lot 517, Plan N0154-517	Yabbra National Park
518	Lot 518A, Lot 518B, Plan N0141-518	Koreelah National Park
519	Lot 519, Plan N0141-519	Koreelah National Park
520	Lot 520, Plan N0141-520	Koreelah National Park
522	Lot 522, Plan N0146-522	Mount Clunie National Park
523	Lot 523A, Lot 523B, Lot 523C , Plan N0146-523	Mount Clunie National Park
524	Lot 524A, Lot 524B, Plan N0146-524	Mount Clunie National Park
525	Lot 525, Plan N0146-525	Mount Clunie National Park
526	Lot 526, Plan N0146-526	Mount Clunie National Park
527	Lot 527, Plan N0092-527	Toonumbar National Park
528	Lot 528, Plan N0092-528	Toonumbar National Park
529	Lot 529, Plan N0092-529	Toonumbar National Park
530	Lot 530, Plan N0092-530	Toonumbar National Park
531	Lot 531, Plan N0092-531	Toonumbar National Park
532	Lot 532, Plan N0092-532	Toonumbar National Park
533	Lot 533, Plan N0092-533	Toonumbar National Park
534	Lot 534, Plan N0092-534	Toonumbar National Park
535	Lot 535, Plan N0092-535	Toonumbar National Park
536	Lot 536A, Lot 536B, Lot 536C, Plan N0092-536	Toonumbar National Park
537	Lot 537A, Lot 537B, Plan N0092-537	Toonumbar National Park
538	Lot 538A, lot 538B, Lot 538C, Lot 538D, Plan N0092-538	Toonumbar National Park
539	Lot 539A, lot 539B, Plan N0092-539	Toonumbar National Park
540	Lot 540, Plan N0092	Toonumbar National Park
541	Lot 541A, Lot 541B, Plan N0092-541	Toonumbar National Park
542	Lot 542A, Lot 542B, Plan N0092-542	Toonumbar National Park
543	Lot 543A, Lot 543B, Plan N0092-543	Toonumbar National Park
544	Lot 544A, Lot 544B, Plan N0110-544	Richmond Range National Park
545	Lot 545A, Lot 545B, Plan N0110-545	Richmond Range National Park
546	Lot 546, Plan N0110-546	Richmond Range National Park

ID Area/s	Parcel	Location
547	Lot 547, Plan N0110-547	Richmond Range National Park
548	Lot 548A, Lot 548B, Plan N0147-548	Mount Nothofagus National Park
549	Lot 549, Plan N0147-549	Mount Nothofagus National Park
550	Lot 550, Plan N0147-150	Border Ranges National Park
551	Lot 551, Plan N0050-551	Border Ranges National Park
552	Lot 552A, Lot 552B, Plan N0050-552	Border Ranges National Park
553	Lot 553, Plan N0050-553	Border Ranges National Park
554	Lot 554A, Lot 554B, Plan N0050-554	Border Ranges National Park
555	Lot 555, Plan N0050-555	Border Ranges National Park
556	Lot 556, Plan N0050-556	Border Ranges National Park
557	Lot 557, Plan N0050-557	Border Ranges National Park
558	Lot 558, Plan N0050-558	Border Ranges National Park
559	Lot 559A, Lot 559B, Plan N0050-559	Border Ranges National Park
560	Lot 560A, Lot 560B, Lot 560C, Plan N0050-560	Border Ranges National Park
561	Lot 561A, Lot 561B, Plan N0050-561	Border Ranges National Park
562	Lot 562A, Lot 562B, Plan N0050-562	Border Ranges National Park
563	Lot 563A, Lot 563B, Plan N0050-563	Border Ranges National Park
564	Lot 564, Plan N0050-564	Border Ranges National Park
565	Lot 565A, Lot 565B, Lot 565C, Plan N0050-565	Border Ranges National Park
566	Lot 566 Plan N0050-566	Border Ranges National Park
567	Lot 567, Plan N0050-567	Border Ranges National Park
568	Lot 568, Plan N0050-568	Border Ranges National Park
571	Lot 571, Plan N0050-571	Border Ranges National Park
572	Lot 572, Plan N0050-572	Border Ranges National Park
573	Lot 573A, Lot 573B, Plan N0050-573	Border Ranges National Park

SCHEDULE H : GITHABUL NATIONAL PARKS MANAGEMENT COMMITTEE

1. LAND AND WATERS TO WHICH THIS SCHEDULE APPLIES

- 1.1 In this Schedule, the phrase "DEC Land" means the whole of the land and waters in the following national parks or nature reserves within the meaning of the *NPWA* and as gazetted on the date of this Agreement, whether or not part of those lands or waters are within the Extinguished Area:
- (a) Captains Creek Nature Reserve;
 - (b) Tooloom National Park;
 - (c) North Obelisk Nature Reserve;
 - (d) Yabbra National Park;
 - (e) Koreelah National Park;
 - (f) Mount Clunie National Park;
 - (g) Toonumbar National Park;
 - (h) Mount Nothofagus National Park;
 - (i) Border Ranges National Park; and
 - (j) Tooloom Falls after it is reserved as an Aboriginal Area;
- and also includes that part of Richmond Range National Park within the DEC land which consists of the following parcels as at the date of execution of this Agreement as shown on the map attached to this Schedule:

ID Area/s	Parcel
544	Lot 544A, Lot 544B Plan N0110-544
545	Lot 545A, Lot 545B Plan N0110-545
546	Lot 546, Plan N0110-546
547	Lot 547, Plan N0110-547

2. ESTABLISHMENT OF MANAGEMENT COMMITTEE

- 2.1 The Minister for the Environment shall within a period of sixty (60) days from the date on which this Agreement is Registered constitute an advisory committee under the *NPWA* which shall be empowered to operate and fulfil its functions under this Agreement.
- 2.2 The advisory committee to be constituted in accordance with paragraph 2.1 shall be named the "Githabul National Parks Management Committee" ("the Management Committee").
- 2.3 Subject to paragraph 25 of this Schedule and clause 17 of the Agreement, and there being sufficient members of the Githabul People willing to be appointed, the Minister for the Environment shall take all steps within his or her power to ensure that the Management Committee remains in place while the DEC Land is reserved under the *NPWA*.
- 2.4 The Parties acknowledge that the Minister for the Environment may constitute other advisory committees for any part or all of the DEC Land.

3. COMPOSITION OF MANAGEMENT COMMITTEE

- 3.1 The Management Committee shall consist of not less than five (5) persons and not more than thirteen (13) persons appointed by the Minister, provided the following provisions are met:
- (a) the Management Committee must always have a majority of persons nominated by the Githabul Corporation;
 - (b) at least two (2) persons must be officers or employees of DEC, one (1) of whom must be a senior officer with a current delegation (with limitations or conditions) under the *NPWA* to perform all or any of the powers and functions of the Director-General of DEC in relation to the care, control and management of the DEC Land; and
 - (c) the remainder of the persons appointed may be any individual or representative of any organisation that DEC and the Githabul Corporation consider to have a relevant interest in the management of the DEC Land.
- 3.2 If part of the DEC Land is listed on Schedule 14 of the *NPWA* and a Board of Management is appointed to manage part of the DEC Land, the Management Committee shall consider whether persons appointed to the Board of Management should also be appointed to the Management Committee for that part of the DEC Land which is not listed on Schedule 14 of the *NPWA*.
- 3.3 If persons appointed to the Board of Management do not agree to be appointed to the Management Committee or the Management Committee decides that such action is not appropriate, the existing composition of the Management Committee in accordance with paragraph 3.1 shall continue for that part of the DEC Land which is not listed on Schedule 14 of the *NPWA*.

4. PROCEDURE OF MANAGEMENT COMMITTEE

- 4.1 The procedure for the calling of meetings of the Management Committee and for the conduct of business at those meetings shall be as determined by the Management Committee, subject to this Agreement and the *NPWA*.
- 4.2 The Management Committee shall determine the number of persons which are required to form a quorum, provided that the quorum is required to have a majority of persons nominated by the Githabul Corporation and at least one (1) nominee from DEC.
- 4.3 Any duly convened meeting at which a quorum is present shall be competent to transact any business of the Management Committee.

5. DECISIONS OF MANAGEMENT COMMITTEE

- 5.1 Wherever possible a decision of the Management Committee shall be reached by consensus of the members of the Management Committee.

- 5.2 A decision supported by a majority of the votes cast at a meeting of the Management Committee at which a quorum is present shall be the decision of the Management Committee

6. CHAIRPERSON OF MANAGEMENT COMMITTEE

- 6.1 The Management Committee shall elect a Chairperson who must be one of the persons nominated by the Githabul Corporation and appointed to the Management Committee.

7. SECRETARY OF MANAGEMENT COMMITTEE

- 7.1 DEC shall appoint a Secretary ('the Secretary') to the Management Committee.
- 7.2 The costs of the Secretary, including remuneration, shall be met by DEC.
- 7.3 The Secretary may be an officer or employee of DEC or another person.
- 7.4 DEC shall give due regard to the recommendations of the Management Committee with respect to the appointment of the Secretary and shall give consideration to the appointment of a Githabul Person provided that person has sufficient expertise to carry out the functions of a Secretary as provided in paragraph 7.5.
- 7.5 The functions of the Secretary to the Management Committee shall include:
- (a) convening meetings of the Management Committee in a timely manner and making all necessary arrangements for the attendance of members at the meeting;
 - (b) receiving and responding to all Management Committee correspondence in a timely manner;
 - (c) maintaining the accounts and records of the Management Committee;
 - (d) recording the names of members in attendance and the names of any members absent from each meeting of the Management Committee and in respect of any member absent from a meeting, whether the member was absent without leave of the Committee or without being excused by the Committee;
 - (e) taking minutes of the meetings of the Management Committee as instructed by the Committee;
 - (f) executing documents on behalf of the Management Committee from time to time as authorised and required by the Committee;
 - (g) preparing the report required under paragraph 8.4; and

- (h) other matters relating to the Management Committee as directed by the Management Committee.

8. ROLE, RESPONSIBILITY AND FUNCTIONS OF MANAGEMENT COMMITTEE

Recommendations to DEC

- 8.1 The Management Committee may make recommendations to the Director-General of DEC concerning the care, control and management of the DEC Land.
- 8.2 The Management Committee may make recommendations to the Director-General of DEC regarding educational and interpretative policies to be adopted by DEC in relation to the DEC Land.

Exercise of functions in accordance with Plans of Management

- 8.3 The Management Committee must exercise its functions in accordance with this Agreement and any Plan of Management in force with respect to the DEC Land.

Reporting

- 8.4 At least once every twelve months the Management Committee, shall forward a report in writing to the Director-General of DEC containing the following information:
 - (a) details of the frequency of meetings of the Management Committee held over the preceding period of twelve (12) months;
 - (b) the members who attended those meetings;
 - (c) the members who were absent from those meetings without leave of the Committee or without being excused by the Committee or without reasonable excuse for not attending;
 - (d) other information considered relevant by the Management Committee to be included in the report; and
 - (e) such other information as may be requested from time to time by the Director-General of DEC and which the Management Committee determines to be appropriate to include in the report.

Frequency of Meetings

- 8.5 Unless otherwise agreed, the Management Committee shall meet a minimum of three (3) times and a maximum of six (6) times in any year on the dates and times and at the locations determined by the Management Committee.
- 8.6 A meeting of the Management Committee may be conducted by telephone where the members consider it would be expedient or appropriate to do so or the urgency of the business to be transacted or considered would prevent the members from meeting in person.

- 8.7 Any member may at any time request the Secretary to the Management Committee to convene a meeting of the members.
- 8.8 Whether a meeting should be open or closed shall be determined by the Management Committee.
- 8.9 All meetings of the Management Committee where the members attend in person shall be held at a location in the vicinity of the Agreement Area.

9. PREPARATION OF PLANS OF MANAGEMENT

- 9.1 The Management Committee shall participate with DEC in the preparation and amendment of draft Plans of Management for the DEC Land having regard to:
- (a) the Consent Determination Orders to the extent they apply to the DEC Land;
 - (b) the terms of this Agreement;
 - (c) Article 8(j) and 10(c) of the Convention on Biological Diversity done at Rio de Janeiro on 5 June 1992 and ratified by Australia on 18 June 1993; and
 - (d) the following Githabul cultural values:
 - i. the land and waters comprising the DEC Land have always been, and continue to be, an important cultural resource to the Githabul People;
 - ii. the land and waters comprising the DEC Land are important for the continuing hunting, fishing and gathering activities of the Githabul People and for the continuation of the Githabul People's culture;
 - iii. the land and waters comprising the DEC Land are imbued with the culture of the Githabul People and are central to their spiritual well-being; and
 - iv. any other cultural value identified by the Githabul People, including any document identifying cultural values adopted by the Githabul People and provided to the Management Committee.
- 9.2 The Management Committee shall recommend a draft Plan of Management that it supports to DEC.
- 9.3 In the event that the Management Committee does not agree to the draft Plan of Management, it may make recommendations to DEC as to what changes should be made (including any changes necessary because the Management Committee consider the draft Plan of Management may affect the Githabul People's exercise of Native Title).

- 9.4 DEC shall give full consideration to the recommendations of the Management Committee and the provisions of paragraph 9.1 and must provide the Management Committee with written reasons if it does not adopt the recommendations.
- 9.5 DEC shall invite the Management Committee to provide a response to the reasons provided under paragraph 9.4 within thirty (30) days.
- 9.6 DEC shall provide the Management Committee with an opportunity to present its support or its alternative recommendations for the draft Plan of Management to the Regional Advisory Committee and National Parks and Wildlife Advisory Council before the draft Plan of Management is considered by the Minister for the Environment.
- 9.7 DEC shall provide any response received by the Management Committee under paragraph 9.5 to the Minister for the Environment with the draft Plan of Management for consideration.
- 9.8 If the Minister for the Environment is considering adopting a Plan of Management which is different to a plan recommended by the Management Committee (either because it is not a draft Plan of Management recommended by the Management Committee under paragraph 9.2 or a Plan of Management adopted by DEC under paragraph 9.4 which includes recommendations by the Management Committee), the Minister shall write to the Management Committee seeking advice about whether any changes made to the Plan of Management since the recommendation by the Management Committee may affect the Githabul People's exercise of Native Title.
- 9.9 Within thirty (30) days the Management Committee shall provide a written response to any request from the Minister for the Environment under paragraph 9.8 and that response shall set out:
- (a) the part of the draft Plan of Management that affects the Githabul People's exercise of Native Title;
 - (b) what Native Title is affected; and
 - (c) the details of how the part of the draft Plan of Management affects the exercise of Native Title.
- 9.10 The Minister for the Environment shall give full consideration to any response under paragraph 9.9, and shall respond to the Management Committee within thirty (30) days confirming which parts of the Plan of Management he shall consider varying, and which parts he shall not consider varying.
- 9.11 In the event that the Minister for the Environment forms the view that part or parts of the Plan of Management shall not be varied and the Management Committee considers those varied parts shall affect the exercise of Native Title, the Management Committee shall advise the Minister within thirty (30) days of the date of the response under paragraph 9.10 and this shall constitute a dispute under the terms of this Agreement and the dispute resolution procedures in clause 29 shall apply.

- 9.12 The outcomes of a dispute resolution process under paragraph 9.11 shall be clearly documented and provided to the Minister for the Environment in a written report within fourteen (14) days of the conclusion of the dispute resolution process. Without limiting the contents of the report, the report shall include:
- (a) which amendments to the Plan of Management it is agreed will not affect the exercise of Native Title;
 - (b) which amendments will affect the exercise of Native Title and to which the Githabul People do not agree to be bound; and
 - (c) which amendments will be varied so that they will not affect the exercise of Native Title.
- 9.13 If the Minister for the Environment adopts a Plan of Management following the dispute resolution process under paragraphs 9.11 and 9.12, any provisions of the adopted Plan of Management falling within the category of paragraph 9.12(b) shall not be binding on the Githabul People to the extent it affects their exercise of Native Title, notwithstanding paragraph 1.1(a) of Schedule I of this Agreement.
- 9.14 If there has been no dispute resolution process initiated under paragraph 9.11, the Minister for the Environment may proceed to adopt a Plan of Management.
- 9.15 If a Plan of Management adopted under paragraphs 9.13 or 9.14 contains additional amendments that have not been referred to the Management Committee, the Minister shall write to the Management Committee seeking advice about whether the additional variations may affect the Githabul People's exercise of Native Title.
- 9.16 Within thirty (30) days the Management Committee shall provide a written response to any request from the Minister under paragraph 9.15 and that response shall set out:
- (a) the part of the adopted Plan of Management that affects the Githabul People's exercise of Native Title;
 - (b) what Native Title is affected; and
 - (c) the details of how the part of the adopted Plan of Management affects the exercise of Native Title.
- 9.17 In the event that the Management Committee responds under paragraph 9.16, those provisions of the adopted Plan of Management identified in that response shall not be binding on the Githabul People to the extent they affect their exercise of Native Title, notwithstanding paragraph 1.1(a) of Schedule I of this Agreement.

10. INDEPENDENT ASSESSMENT

- 10.1 The nominees of the Githabul Corporation on the Management Committee shall have the right to obtain from any person with relevant qualifications or

experience an independent assessment of the draft Plan of Management prepared for the DEC Land and all other operational plans, planning and assessment documents, reports, and surveys that impact on the care, control and management of the DEC Land.

- 10.2 DEC shall meet the reasonable costs of any such independent assessment up to a maximum amount of \$5,000 in any single financial year upon receipt from the Githabul Corporation of a fully itemised bill of costs by the person who carried out the independent assessment, a copy of all written instructions (original and supplementary) given to that person, as well as a note containing a summary of any oral instructions given, and a copy of the independent assessment itself.
- 10.3 DEC shall not be liable for any additional costs incurred by the nominees of the Githabul Corporation without its consent.

11. REGIONAL ADVISORY COMMITTEE AND ADVISORY COUNCIL

- 11.1 Should a vacancy arise on any Regional Advisory Committee established under the *NPWA* which covers an administrative region that includes any part of the DEC Land, DEC shall advise the Githabul Corporation of such vacancy and invite it to nominate a candidate.
- 11.2 Where the Minister for the Environment or DEC receives any advice or recommendation in relation to the care, control or management of the DEC Land from either:
- (a) the National Parks and Wildlife Advisory Council; or
 - (b) a Regional Advisory Committee; or
 - (c) any other advisory committee, including the NSW Technical Scientific Advisory Committee;

DEC shall provide a copy of that advice to the Management Committee as soon as practicable and invite the Management Committee to comment within sixty (60) days on that advice prior to the Minister for the Environment or DEC making any decision in relation to that advice or recommendation.

- 11.3 If the Minister for the Environment or DEC adopts recommendations or advice from any other committee which conflicts with the advice or recommendations of the Management Committee, the Minister for the Environment or DEC shall provide written reasons to the Management Committee.

12. ROLE AND RESPONSIBILITY OF DEC

Rights and Interests of the Githabul People to be taken into account

- 12.1 When exercising any power, authority, duty or function conferred on them under the *NPWA* in relation to the DEC Land, DEC shall have regard to the

Consent Determination Orders and this Agreement to the extent they apply to the DEC Land.

Recommendations by Management Committee

- 12.2 DEC shall consult with the Management Committee in all matters relating to the care, control and management of the DEC Land and shall consider all recommendations made by the Management Committee in relation thereto.
- 12.3 DEC shall not refuse to adopt, and shall not adopt subject to conditions, a recommendation of the Management Committee concerning the care, control and management of the DEC Land without first inviting the Management Committee to make submissions in support of the recommendation and considering any such submissions which are made by the Management Committee within a reasonable time thereafter.
- 12.4 In the event DEC makes a decision which conflicts with the advice or any recommendation of the Management Committee in relation to the care, control and management of the DEC Land, DEC shall provide reasons to the Management Committee in writing.
- 12.5 The above paragraphs 12.2 to 12.4 do not apply in the event of an emergency, in which case, DEC shall consult with the Management Committee and consider any advice provided by the Management Committee as soon as practicable.

Independence of Management Committee

- 12.6 DEC shall permit the Management Committee to function with the highest level of autonomy and independence available to it under law.

Legislation

- 12.7 DEC shall consult the Management Committee and the Githabul Corporation if the Minister for the Environment:
- (a) intends to introduce or cause to be introduced any Bill into the NSW Parliament which would significantly affect or reduce any rights or powers of the Management Committee or the Githabul People in relation to the DEC Land whether or not the Bill applies solely to the DEC Land or not;
 - (b) intends to introduce or cause to be introduced any Bill into the NSW Parliament which applies to the DEC Land whether or not the Bill applies solely to the DEC Land or not;
 - (c) intends to introduce or cause to be introduced any Bill into the NSW Parliament which applies solely to the DEC Land;

- (d) intends to make, amend or repeal any regulations under the *NPWA*, the *Wilderness Act 1987* and the *Threatened Species Conservation Act 1995* where such regulations apply to the DEC Land whether solely or not;
 - (e) intends to make, amend or repeal any regulations applying solely to the DEC Land.
- 12.8 In relation to legislation referred to in paragraph 12.7(a) where that legislation, if enacted, would substantially diminish any rights or powers of the Management Committee and/or the Githabul People, the Minister for the Environment shall give at least four (4) weeks notice of such action to the Management Committee and the Githabul Corporation.
- 12.9 In relation to legislation referred to in paragraph 12.7(c), the Minister for the Environment shall give at least eight (8) weeks notice of such action to the Management Committee and the Githabul Corporation.
- 12.10 In relation to legislation referred to in paragraph 12.7(e), where consultation has occurred with the Management Committee and the Githabul Corporation, and the Management Committee or the Githabul Corporation have not agreed to the proposal, the Minister for the Environment shall give at least four (4) weeks notice to the Management Committee and Githabul Corporation that the proposed regulation shall be made, amended or repealed.
- 12.11 The Minister for the Environment agrees that, if he becomes aware of any Bill which has been tabled in the Parliament which it appears may apply to the DEC Land, he shall advise the Management Committee and the Githabul Corporation forthwith.
- 12.12 Nothing in this paragraph 12 affects the validity of legislation or regulation that is otherwise valid under the *NTA*.

13. FUNDING FOR THE MANAGEMENT COMMITTEE

- 13.1 DEC shall meet the following costs and expenses in accordance with the Premiers Guidelines for Remuneration of Boards and Committees in place from time to time, to the extent those Guidelines are applicable:
- (a) the costs that are reasonably required for the administration of the Management Committee;
 - (b) any expenses reasonably incurred by members of the Management Committee in the performance of their duties as members of the Management Committee;
 - (c) the reasonable travel and ancillary costs of the members of the Management Committee nominated by the Githabul Corporation to attend meetings of the Management Committee and in connection with the business of the Management Committee; and

- (d) remuneration to attend and participate in the Management Committee activities.

14. INSURANCE

Management Committee members and others

- 14.1 DEC shall ensure that where Management Committee members, or voluntary workers authorised by DEC, voluntarily work on or off the DEC Land on projects pursuant to this Agreement, those members and workers shall be covered under the Treasury Managed Fund (or such other insurance arrangements that DEC may have from time to time) against any injury sustained during or arising from that work.
- 14.2 DEC shall ensure that members of the Management Committee are covered under the Treasury Managed Fund (or such other insurance arrangements that DEC may have from time to time) against any personal injury sustained while engaged in official duties both on and off the DEC Land.
- 14.3 DEC shall ensure that the State shall provide indemnity for Management Committee members, when acting in good faith in the discharge of their duties (whether acting individually or collectively).

15. EXEMPTION FROM FEES

- 15.1 The Parties agree that Githabul People shall not be liable to pay entry fees to the DEC Land but Githabul People shall remain liable to pay camping fees at designated camping areas on the DEC Land, should any such fees be imposed by DEC.
- 15.2 The Parties agree that paragraph 15.1 does not give any rights to the Githabul People to use DEC's goods, plant, machinery or utilities on or for the DEC Land without the express authorisation of DEC and that fees and charges may be levied for such use.

16. OTHER INTERESTS

- 16.1 DEC agrees to consult the Management Committee if it intends to re-grant, extend or renew any interest existing in the DEC Land on the date that this Agreement is Registered.
- 16.2 DEC agrees to consult the Management Committee if it intends to grant or issue any new interest under the *NPWA* in the DEC Land.
- 16.3 If a Githabul Person or the Githabul Corporation applies for an interest in the DEC Land, paragraph 16.2 does not apply but DEC shall not grant the interest unless it has followed the procedure applicable to the interest which is outlined in Schedule Q (Future Act Schedule).

17. ACCESS TO INFORMATION

- 17.1 The nominees of the Githabul Corporation on the Management Committee may request DEC to provide them with access to documents or information in the possession of DEC relating to the DEC Land and DEC shall, so far as is reasonably practicable, comply with that request.
- 17.2 DEC may refuse to give access under paragraph 17.1 to any document that is:
- (a) an exempt document within the meaning of the *Freedom of Information Act 1989*;
 - (b) subject to privilege;
 - (c) unable to be disclosed due to privacy laws or policies;
 - (d) contains information provided to DEC in confidence.

18. EMPLOYMENT

Positions for indigenous persons in NPWS

- 18.1 DEC shall provide for the appointment under the *Public Sector Management and Employment Act 2002* of at least four (4) indigenous persons in the administration or care, control and management of the DEC Land.
- 18.2 The Management Committee shall work with DEC to determine the appropriate grading and responsibilities for any persons to be appointed in accordance with paragraph 18.1.
- 18.3 DEC shall specify as a criterion for the appointment or employment of any person employed under paragraph 18.1 that the person have knowledge and a cultural association with the DEC Land and local Aboriginal community.
- 18.4 DEC may request in writing that the Githabul Corporation comment on whether or not an applicant for appointment to a position with DEC or for employment by DEC satisfies the criterion in paragraph 18.3 and the Githabul Corporation shall reply in writing within fourteen (14) days of receiving that request.

Selection procedures

- 18.5 DEC shall consult with and have regard to the recommendations of the Management Committee on the filling of vacancies in positions with DEC where the duties and functions of the position shall require the officer to be responsible for or to be substantially involved in the day to day care, control and management of the DEC Land.
- 18.6 DEC shall include a person nominated by the Githabul Corporation as an independent member on any selection committee convened to consider applicants for appointment to a position with DEC where the duties and functions of the position shall require the officer to be responsible for or to be substantially involved in the day to day care, control and management of the DEC Land.

19. CROSS-CULTURAL AWARENESS

- 19.1 DEC shall work with the Githabul Corporation to develop an induction course that covers awareness of the cultural values of the Githabul People, their Native Title, and the terms of this Agreement to be provided to any officer or employee of DEC who is responsible for or substantially involved in the day to day care, control and management of the DEC Land.
- 19.2 DEC shall ensure that any officer or employee of DEC who is responsible for or substantially involved in the day to day care, control and management of the DEC Land, shall, when available, attend a cross-cultural awareness course, the broad objectives of which are agreed to by the Githabul Corporation.
- 19.3 After the appointment of a new Regional Advisory Committee for the region covering the DEC Land, DEC shall arrange an opportunity for them to meet the Management Committee.

20. TRAINING AND CAPACITY BUILDING

Training

- 20.1 DEC shall ensure that persons employed under paragraph 18 receive training in their work in accordance with regional priorities and within the course of their employment, which may be on-the-job training or attendance at structured internal courses of study provided by DEC or attendance at external courses of study determined by DEC in consultation with the Management Committee.
- 20.2 DEC shall, at its cost, ensure that the nominees of the Githabul Corporation on the Management Committee receive training that is relevant to the functions and role of the Management Committee.
- 20.3 DEC shall work with the nominees of the Githabul Corporation to prepare a training plan annually for the purposes of paragraph 20.2.

Community Capacity Building

- 20.4 DEC shall assist the Githabul Corporation in the establishment of a community capacity building program for the education and skills development of Githabul Persons in areas relevant to the administration, planning, care, control and management of the DEC Land.
- 20.5 Assistance offered by DEC pursuant to paragraph 20.4 may take the form of financial assistance, unpaid opportunities to participate in park management programs such as Aboriginal sites surveys and management programs, wildlife surveys, specialist assistance with relevant external funding applications and traineeship programs, volunteer and work experience programs.

- 20.6 If requested by the Githabul Corporation, DEC may provide assistance with the establishment of a Community Development Employment Project and opportunities for that project to be involved in management activities on the DEC Land.
- 20.7 DEC shall make available a minimum of fifteen thousand dollars (\$15,000) per annum to implement this paragraph 20 and priorities for allocation of that funding shall be determined annually by the Management Committee.
- 20.8 DEC agrees to assist the Management Committee to seek opportunities for programs provided by other organisations to complement or extend community skills development programs funded by DEC.

21. CONTRACTORS

Definition of work

- 21.1 In this paragraph, "the work" means a work, service or consultancy to be carried out in relation to the DEC Land under a contract between DEC and a person who is not an officer or employee of DEC.

Notification of work

- 21.2 DEC, before tendering for the work or calling for expressions of interest from persons to do the work or entering into any contract with a person to do the work, shall notify the Githabul Corporation of the proposed work.
- 21.3 The Githabul Corporation may inform DEC that it wishes to be engaged to undertake the work or that it does not wish to be engaged to undertake the work but would like to be consulted about the conditions of the proposed tender or expression of interest or the conditions of the proposed contract, as the case may be.

Engagement of the Corporation

- 21.4 If the Githabul Corporation informs DEC that it wishes to be engaged to undertake the work, DEC shall consider whether, having regard to the nature of the work to be performed, it would be necessary or desirable to directly engage the Githabul Corporation without competition, to the extent permitted by law and in accordance with applicable Government policies.
- 21.5 It shall be a relevant consideration for DEC to take into account in deciding whether or not it would be necessary or desirable to engage the Githabul Corporation without competition to do the work, that:
- (a) the nature of the work would require access to be given to confidential information about Aboriginal Cultural Heritage within the DEC Land; or
 - (b) the nature of the work has the potential to result in the unearthing, or

disturbance, of Aboriginal Cultural Heritage.

Engagement of other contractors

- 21.6 If the Githabul Corporation informs DEC that it does not wish to be engaged to undertake the work but would like to be consulted about the conditions of the proposed tender or expression of interest or the conditions of the proposed contract for the work (as the case may be), DEC shall consult with the Githabul Corporation about the conditions and consider any comments and suggestions made by the Githabul Corporation before inviting tenders or calling for expressions of interest or entering into a contract in relation to the work.

Restriction on engagement of the Corporation

- 21.7 In the event that DEC determines to engage a person to carry out the work through a process of competition by tender or by expression of interest and before inviting tenders or expressions of interest DEC consults with the Githabul Corporation about the conditions of the proposed tender or expression of interest or the conditions of a proposed contract for the work (as the case may be), the Githabul Corporation covenants that it shall not tender for the work or express an interest in being engaged to undertake the work or disclose any information about the proposed work to any person and DEC covenants that it shall not enter into a contract with the Githabul Corporation to do the work.

22. LICENCES FOR TRADE OR BUSINESS

- 22.1 If requested in writing by the Githabul Corporation, DEC shall consider granting a licence to the Githabul Corporation or a person nominated by the Githabul Corporation to carry on a trade, business or occupation within the DEC Land.
- 22.2 The Githabul Corporation shall, in any request made to DEC under this clause, give full particulars of the trade business or occupation for which the licence is sought and the conditions subject to which the holder of any licence granted would propose to carry out the trade business or occupation.
- 22.3 DEC may request the Githabul Corporation to provide additional information before deciding whether or not to grant a licence.

23. LAW ENFORCEMENT IN THE DEC LAND

- 23.1 The Parties agree that enforcement on the DEC Land of the *NPWA*, other legislation for which DEC has primary or delegated responsibility and any regulations under such legislation are to be undertaken by DEC.

24. DISPUTE RESOLUTION

- 24.1 If a dispute arises in relation to the terms of this Schedule that cannot be

resolved by discussions between the Parties, it shall be referred to mediation in accordance with clause 29 of this Agreement.

25. PART 4A AND SCHEDULE 14 OF THE NPWA

- 25.1 The Minister for the Environment acknowledges that the Githabul People have applied to have part of the DEC Land listed on Schedule 14 of the *NPWA*.
- 25.2 The establishment of the Management Committee is without prejudice to that application or any other application which the Githabul people may wish to make pursuant to the *NPWA* or any other legislation to have the DEC Land converted to Aboriginal owned national parks or reserves.
- 25.3 If any land or waters in the DEC Land are listed on Schedule 14 of the *NPWA*, this Schedule shall cease to operate in respect of those lands or waters following the establishment of a Board of Management under Part 4A of the *NPWA* for those land and waters.
- 25.4 This Schedule shall continue to operate in relation to any other parts of the DEC Land which are not listed on Schedule 14 of the *NPWA* or do not become Aboriginal owned national parks or reserves under any other legislation.

26. ADDITION OF OTHER LAND TO DEC LAND

- 26.1 If DEC adds any additional land or waters to the existing boundaries of the national parks and nature reserves that are within the DEC Land, DEC shall consider whether those land or waters should also be considered part of the DEC Land for the purposes of this Schedule only and DEC shall advise the Management Committee of its decision in writing.
- 26.2 To avoid doubt, paragraph 26.1 applies to this Schedule only and does not apply to or affect any other provisions of this Agreement.

SCHEDULE I : EXERCISE OF NATIVE TITLE IN NATIONAL PARKS

1. Conditions on exercise of Native Title

- 1.1 The Githabul People agree to exercise Native Title in accordance with the following conditions:
- (a) act in accordance with any applicable Plan of Management prepared in accordance with Schedule H of this Agreement or prepared by a Board of Management under Part 4A of the *NPWA* or reviewed by a Board of Management under section 72(1E) of the *NPWA*;
 - (b) act in a manner which does not adversely affect or endanger the health and safety of themselves or any other person;
 - (c) take every reasonable precaution to prevent escape and/or the spread of fire within or from National Parks;
 - (d) only take vehicles on National Park Roads and management trails which have been kept open for use and not take vehicles on any National Park Roads or management trails that have been closed by DEC;
 - (e) not access areas subject to fire control operations or hazard reduction burning; and
 - (f) follow any reasonable instructions given by DEC, particularly where such instructions are due to health and safety concerns;
 - (g) not take dogs on to the National Parks;
 - (h) if using weapons, cover any weapons when within areas of public use;
 - (i) not kill Animals in sight of members of the public;
 - (j) not leave dead Animals in sight of members of the public; and
 - (k) not prepare Animals for consumption in sight of members of the public.

2. No hunting with Firearms

- 2.1 The Githabul People agree not to use Firearms in the National Parks or take Firearms into or through the National Parks, including on any National Park Roads, management trails or walking tracks, unless otherwise agreed by DEC pursuant to the provisions of this paragraph 2.
- 2.2 After a period of at least three (3) years from the date on which this Agreement is Registered, the Githabul People may write to the Minister for the Environment requesting a review of the restriction in paragraph 2.1, including in that letter:
- (a) the details of any variation sought to paragraph 2.1; and
 - (b) the names and contact details of their nominated representatives.
- 2.3 The Minister for the Environment shall nominate representatives to meet with the nominated representatives of the Githabul People at a location in the vicinity of the Agreement Area to discuss the restriction in paragraph 2.1.

- 2.4 In addition to any other relevant matters, the representatives of the Minister for the Environment and the Githabul People must have regard to the following matters in the review of the restriction in paragraph 2.1;
- (a) public safety;
 - (b) security and control on use of Firearms;
 - (c) types of species to be hunted with Firearms; and
 - (d) impacts of hunting with Firearms on species sustainability.
- 2.5 If no agreement can be reached within three (3) months of the date of the first meeting between the representatives of the Githabul People and the Minister for the Environment, or within such time period as otherwise agreed, then the Githabul People shall continue to be bound by the restrictions in paragraph 2.1.
- 2.6 The Githabul People and the Minister for the Environment may agree to vary paragraph 2.1 in writing and if so, shall consider whether to apply for the varied agreement to be Registered in accordance with clause 28 of this Agreement.
- 2.7 The Githabul People may request another review of the restriction in paragraph 2.1 every three (3) years after the end of the period in paragraph 2.4, provided the processes in paragraphs 2.2 to 2.5 are followed.
- 2.8 To avoid doubt, paragraphs 2.2 to 2.7 only apply to the restriction in paragraph 2.1 and do not apply to any other paragraphs in this Schedule.
- 3. Other restrictions on hunting and fishing**
- 3.1 The Githabul People agree not to harm, take or kill any parrots, raptors or Threatened Species in exercising Native Title.
- 3.2 The Githabul People acknowledge that their right to fish and hunt is limited to personal, domestic and non-commercial communal consumption.
- 3.3 The Githabul People agree not to hunt in the whole or part of the National Parks during periods when the National Parks are closed to the general public for any reason, including for floods or fire.
- 3.4 The Githabul People agree not to hunt Animals on and within one hundred metres (100m) of the following areas, unless otherwise agreed by DEC in writing,;
- (a) all camping areas and day use areas as described in the relevant Plans of Management for the National Parks; and
 - (b) that area of Border Ranges National Park which is east of Lions Road.
- 3.5 Unless otherwise agreed by DEC in writing, the Githabul People agree not to hunt Animals on and within one hundred metres (100m) of areas where other

persons hold interests, including but not limited to, permits for apiary sites, telecommunications facilities, powerlines, railway easements, camping and all other occupation permits.

- 3.6 Unless otherwise agreed by DEC in writing, the Githabul People agree not to hunt on or within one hundred metres (100m) of all National Park Roads or National Parks' boundaries.
- 3.7 The Githabul People agree not to use snares or traps for hunting which could injure or harm any person.
- 3.8 In relation to the restrictions in paragraph 3.3, the Githabul People acknowledge that DEC shall not provide special notice to the Githabul People and the Githabul People shall be responsible for adhering to restrictions imposed by DEC on all members of the public including where those restrictions are notified by signage or physical barriers or advertised by commercial press.
- 3.9 If required, DEC may provide a map to the Githabul People to demonstrate the areas where they have agreed not to hunt pursuant to this paragraph 3.

4. Fire

- 4.1 The Githabul People agree to only light, maintain or use a fire in a fireplace designated for that purpose by DEC, or if there are no designated fireplaces, in a temporary fireplace situated at least 4.5 metres from any log or stump and at least 1.5 metres from any other flammable material.
- 4.2 The Githabul People agree not to light, maintain or use a fire in contravention of a notice displayed or given by DEC or when a total fire ban has been imposed under the *Rural Fires Act 1997*.
- 4.3 The Management Committee shall determine the need to establish additional designated fireplaces for use by the Githabul People in the National Parks.

5. Plant resources

- 5.1 The Githabul People agree not to remove firewood from the National Parks except with the consent of DEC.
- 5.2 The Githabul People acknowledge that their right to take plant resources is limited to personal, domestic and non-commercial communal consumption.
- 5.3 The Githabul People agree not to take, pick or damage any Threatened Species.

6. Access by Githabul People

- 6.1 DEC agrees to provide the Githabul Corporation with keys for locked gates in the National Parks, provided the Githabul Corporation agrees to and complies with the conditions of the key registration system used by DEC.
- 6.2 The Githabul Corporation agrees that it shall keep records of persons who borrow the keys provided by DEC and agrees that neither it nor its members shall make copies of those keys.
- 6.3 The Githabul People agree that they shall ensure that all gates are left in the manner in which they are found, either locked or unlocked.

7. Public access

- 7.1 The Githabul People agree that the exercise of Native Title shall not interfere with the use by any person of the National Parks, unless otherwise agreed in writing by DEC or in accordance with the provisions of a relevant Plan of Management.

8. Githabul People

- 8.1 The Parties acknowledge that DEC may be unsure or unable to determine whether a person is a member of the Githabul People and may need to take action which would not otherwise be required if DEC was aware that the person was a member of the Githabul People.
- 8.2 The Githabul People agree that they shall assist DEC in determining whether a person is a member of the Githabul People, if so requested by DEC, and shall provide such advice in writing if requested.
- 8.3 The Githabul Corporation acknowledges that it shall use its best endeavours to keep a register that lists all persons who are Githabul People and to advise the Githabul People of any of the matters contemplated by this Schedule.

9. Indemnity

- 9.1 If, in the course of exercising his or her Native Title, a Githabul Person causes loss, damage or injury to any person, animal or property, the Githabul Person who caused the loss, damage or injury hereby releases, indemnifies and keeps indemnified the State and DEC.
- 9.2 The Githabul Person referred to in paragraph 9.1 releases, indemnifies and keeps indemnified the State and DEC against all actions, suits, claims, and demands of any kind and all costs, charges and expenses in respect of the loss, damage or injury referred to in paragraph 9.1.
- 9.3 Nothing in this section excludes the State or DEC from liability for any loss, damage or injury due to a negligent act or omission of the State or DEC.

10. Schedule 14 of the NPWA

10.1 The Parties confirm that this Schedule continues to apply to any part of the National Parks that may be listed on Schedule 14 of the *NPWA*.

11. Breach Protocol

11.1 Within one (1) year of the establishment of the Management Committee, it shall develop a protocol document outlining procedures to be followed if there is a breach of this Schedule by any person, in accordance with the following principles:

- (a) Breaches shall be reported to the Management Committee as soon as practicable; and
- (b) The Management Committee shall decide what action it shall take in relation to a breach in accordance with the terms of the protocol which may include providing a recommendation to either the Githabul Corporation or DEC to take certain action.

11.2 The Management Committee shall consult with the Githabul Corporation about the protocol document and provide the final protocol document to the Githabul Corporation as soon as practicable after it has been adopted by the Management Committee.

11.3 The Githabul Corporation shall ensure the Githabul People are aware of the terms of the protocol document.

11.4 If any breach cannot be resolved in accordance with the protocol developed by the Management Committee, the provisions of clause 29 of this Agreement relating to dispute resolution shall apply.

11.5 If a Board of Management is established for any of the lands and waters in the National Parks, the protocol document may be amended from time to time by agreement between the Board of Management and the Githabul Corporation.

SCHEDULE P : TOOLOOM FALLS

1. DEFINITIONS

- 1.1 In this Schedule, unless the context or subject matter otherwise indicates or requires:

"Tooloom Falls" means the whole of the land comprising Lot 73 DP 751057 as shown on the map attached to this Schedule.

"Parties" in this Schedule means the State and the Native Title Parties.

2. TOOLOOM FALLS

- 2.1 The Parties acknowledge that Tooloom Falls is of particular significance to the Githabul People in accordance with their traditional laws and customs.
- 2.2 It is the intention of the parties to ensure that the cultural and spiritual values and the significance of Tooloom Falls are protected.

3. RESERVATION AS AN ABORIGINAL AREA

- 3.1 Within six (6) months of the date this Agreement is Registered, the State agrees to reserve Tooloom Falls as an Aboriginal Area.
- 3.2 Within three (3) months of Tooloom Falls being reserved as an Aboriginal Area, the Githabul Corporation shall advise DEC of the appropriate representatives of the Githabul Family Group, if any, who have primary responsibility for Tooloom Falls under the traditional laws and customs of the Githabul People.

4. REQUEST FOR LISTING ON SCHEDULE 14

- 4.1 The Githabul Corporation may write to DEC requesting that Tooloom Falls be listed on Schedule 14 of the *NPWA* and if so, DEC shall consider that request as soon as practicable.

5. PRECONDITIONS TO WRITTEN REQUEST

- 5.1 The Githabul Corporation shall not make a request under paragraph 4.1 without the authorisation of the Githabul Family Group identified pursuant to paragraph 3.2 and the Githabul People.
- 5.2 In making the written request pursuant to paragraph 4.1, the Githabul Corporation shall include details of the consultation undertaken with the Githabul Family Group identified pursuant to paragraph 3.2 and the process by which authorisation by the Githabul People occurred.
- 5.3 DEC shall not recommend Tooloom Falls for listing on Schedule 14 of the *NPWA* unless the written request from the Githabul Corporation conforms

with paragraph 5.2.

6. MANAGEMENT OF TOOLOOM FALLS

- 6.1 The Parties agree that once Tooloom Falls is reserved as an Aboriginal Area, it shall be subject to and managed in accordance with the provisions of Schedule H, including the requirement to prepare a Plan of Management.
- 6.2 The Parties agree that the Plan of Management shall be prepared in consultation with;
- (a) the Githabul Corporation; and
 - (b) the representatives of any Githabul Family Group identified pursuant to paragraph 3.2

7. NO FUTURE ACT

- 7.1 The Parties agree that to the extent that any action taken in accordance with this Schedule is a Future Act, the:
- (a) the Native Title Parties shall have no procedural rights in relation to the Future Act under the *NTA*;
 - (b) the Future Act is valid; and
 - (c) no Compensation is payable for the Future Act.

SCHEDULE Q : FUTURE ACT REGIME

1. Definitions

1.1 In this Schedule, unless the context or subject matter otherwise indicates or requires:

“**Existing**” means in existence, situated, constructed or commenced to be constructed or situated on the date of commencement of this Schedule.

“**Game Council**” has the same meaning as in the *Game and Feral Animal Control Act 2002*.

“**Game Hunting Declaration**” means a declaration pursuant to section 20 of the *Game and Feral Animal Control Act 2002* that public lands are available for hunting game and feral animals.

“**interest**” includes a lease, licence, permit, agreement or other authority granted by the State.

“**Mine**” has the same meaning as in the *NTA*.

“**Recovery Plan**” has the same meaning as in the *Threatened Species Conservation Act 1995*.

“**Responsible Minister**” means the Minister who has the care or control of the relevant land, or who is responsible for the authority that has the care or control of the relevant land, which is affected by a Game Hunting Declaration.

“**State Compulsory Acquisition Act**” has the same meaning as in section 4 of the *Native Title (New South Wales) Act 1994*.

“**Telecommunications facility**” means a facility within the meaning of the *Telecommunications Act 1997 (Cth)*.

“**Third Party**” means a person, organisation or entity that is neither the State nor an agent or contractor engaged to act on behalf of the State.

“**Third Party Non-exclusive Commercial Interest**” means any non-exclusive interest which authorises a Third Party to:

- (a) carry out of a business activity;
- (b) take, use or exploit natural resources for profit, sale or furthering a business activity; or
- (c) take images or film for profit, sale or for furthering a business activity;

but does not include any interest for apriary purposes or bee-keeping or any interest granted by Forests NSW.

2. Interaction with Schedules H and K

- 2.1 The Parties acknowledge that Schedules H and K of this Agreement provide the Githabul People with an opportunity to be consulted about the management of the National Parks and State Forests which may result in the Githabul People considering and providing comment on certain Future Acts.
- 2.2 If the Githabul People have been consulted about a Future Act covered by paragraph 7 of this Schedule pursuant to Schedules H and K of this Agreement, and their representatives have either agreed in writing that it can proceed or have agreed in writing that they do not wish to provide any further comment on the Future Act, then the Future Act shall be valid and the other provisions of this Schedule shall not apply.
- 2.3 This Schedule is intended to outline the final procedural requirements for a Future Act to proceed, notwithstanding that it may not provide the Githabul People with any procedural rights or the Githabul People may have greater opportunities to be consulted in Schedules H and K.

3. National Parks Low Impact Future Acts

- 3.1 The Parties agree that any of the following classes of Future Acts lawfully undertaken or any interest granted to undertake any of the following classes of Future Acts on the National Parks comprise National Parks Low Impact Future Acts:
- (a) construction, maintenance and repair of signage and plaques;
 - (b) construction of works that are not fixtures;
 - (c) fire suppression and fire prevention management activities, including hazard reduction burning and temporary closure of the National Parks for that purpose;
 - (d) environmental assessment or protection activities including research, survey and monitoring of species, clearing or spraying of noxious or introduced species, regeneration, rehabilitation, and acts carried out in accordance with Recovery Plans;
 - (e) excavation and clearing reasonably necessary for public health and safety;
 - (f) maintenance of Existing National Park Roads, tracks, boardwalks, platforms, bridges and fire trails including gravel extraction, grading, sediment control, gravelling, tree lopping and clearing;
 - (g) construction, maintenance, operation and repair of Public Works necessary for public health and safety;
 - (h) construction, maintenance and repair of fences and gates;
 - (i) maintenance, cleaning, operation and repair of Existing Public Works;
 - (j) replacement of Existing Public Works with similar or upgraded works within the same area of the Existing Public Works or with a minor re-alignment;
 - (k) removal of Existing Public Works;
 - (l) any urgent management activities that are required to be carried out for public health and safety;
 - (m) the preparation, making, adoption or amendment of a Plan of Management prepared in accordance with Schedule H of this

Agreement or prepared by a Board of Management under Part 4A of the *NPWA* or reviewed by a Board of Management under section 72(1E) of the *NPWA*;

- (n) renewal or regrant of Existing interests; and
- (o) any other act that is similar to any one or more of the acts in the above paragraphs.

3.2 The Parties agree that National Parks Low Impact Future Acts can be undertaken while the National Parks remain reserved under the *NPWA* and the Githabul People shall have no procedural rights.

4. State Forests Low Impact and Reservation Future Acts

4.1 The Parties agree that any of the following classes of Future Acts lawfully undertaken or any interest granted to undertake any of the following classes of Future Acts on the State Forests comprise State Forests Low Impact Future Acts:

- (a) construction, maintenance and repair of signage and plaques;
- (b) construction of works that are not fixtures;
- (c) fire suppression and fire prevention management activities, including hazard reduction burning and temporary closure of the State Forests for that purpose;
- (d) environmental assessment or protection activities including research, survey and monitoring of species, clearing or spraying of noxious or introduced species, regeneration, rehabilitation, and acts carried out in accordance with Recovery Plans;
- (e) excavation and clearing reasonably necessary for public health and safety;
- (f) maintenance of Existing State Forest Roads and Trails, tracks, boardwalks, platforms, bridges and fire trails including gravel extraction, grading, sediment control, gravelling, tree lopping and clearing;
- (g) construction, maintenance, operation and repair of Public Works necessary for public health and safety;
- (h) construction, maintenance and repair of fences and gates;
- (i) maintenance, cleaning, operation and repair of Existing Public Works;
- (j) replacement of Existing Public Works with similar or upgraded works within the same area of the Existing Public Works or with a minor re-alignment;
- (k) removal of Existing Public Works;
- (l) logging operations including the cutting and removal of timber from land to produce timber products and any wood supply agreement in relation to such operations;
- (m) forest product operations including the harvesting of products of trees, shrubs and other vegetation (other than timber) that are of economic value;
- (n) on-going forest management operations and all plantation management activities including activities relating to the management of land for timber production including, but not limited to the management of

thinning, bush fire hazard reduction, bee-keeping, grazing and other silvicultural activities;

- (o) any urgent management activities that are required to be carried out for public health and safety;
- (p) the renewal or regrant of Existing interests; and
- (q) any other act that is similar to any one or more of the acts in the above paragraphs.

4.2 The Parties agree that State Forests Low Impact and Reservation Future Acts can be undertaken while the State Forests remain reserved under the *Forestry Act 1916* and the Githabul People shall have no procedural rights.

5. Dairy Flat Travelling Stock Reserve Future Acts

5.1 The Parties agree that the Githabul People shall have no procedural rights for any Future Acts lawfully undertaken or authorised by the Casino Rural Lands Protection Board on the Dairy Flat Travelling Stock Reserve provided those Future Acts:

- (a) are consistent with the purposes of the Dairy Flat Travelling Stock Reserve; and
- (b) do not prevent access to the Dairy Flat Travelling Stock Reserve by the Githabul People; and
- (c) do not extinguish Native Title.

6. Renewal of Water Interests

6.1 The Parties agree that the Githabul People shall have no procedural rights for any Future Acts lawfully undertaken which involve the renewal of Existing interests to access, take or use water, provided that the renewal does not authorise an increase in the volume of water to be taken and does not extinguish Native Title.

7. Right to Comment Future Acts

7.1 The Parties agree that any of the following classes of Future Acts lawfully undertaken in the Consent Determination Area comprise Right to Comment Future Acts provided they are not covered by paragraphs 3, 4, 6, 8, 9, 10 or 11 of this Schedule:

- (a) the granting of a new non-exclusive interest to access, take or use water;
- (b) the reallocation or change of an Existing non-exclusive interest to access, take or use water to a different location;
- (c) the construction or establishment of new Public Works by or for DEC or Forests NSW and required for the purposes of the National Parks and State Forests including National Park Roads and State Forest Roads and Trails; and
- (d) the granting of a new non-exclusive interest in the National Parks and State Forests issued by DEC or Forests NSW.

- 7.2 The Parties agree that the procedure outlined in this paragraph 7 must be followed before the State undertakes a Right to Comment Future Act in the Consent Determination Area.
- 7.3 The State shall give notice of not less than twenty-eight (28) days to the Githabul Corporation of the intention to undertake the Right to Comment Future Act together with an opportunity to comment on that act.
- 7.4 Any notice provided pursuant to paragraph 7.3 shall contain a description of the area affected by the Right to Comment Future Act, the details of the Right to Comment Future Act, the name, address and phone number of a contact person to whom any comments should be sent and the date by which any comments must be received.
- 7.5 Any comments prepared by the Githabul Corporation shall be at their own expense and the State shall consider the comments from the Githabul Corporation provided that it :
- (a) is in writing;
 - (b) is lodged with the contact person stipulated in the notice;
 - (c) is provided within the time period stated in the notice or within such other time period as is agreed by the State; and
 - (d) states the opinion or comment of the Githabul Corporation in relation to the Right to Comment Future Act.
- 7.6 The Right to Comment Future Act may be undertaken provided that:
- (a) the State has considered a comment provided pursuant to paragraph 7.5 and the State is of the opinion that the Right to Comment Future Act should proceed; or
 - (b) the comment does not meet the criteria in paragraph 7.5; or
 - (c) no comment is provided by the Githabul Corporation.
- 7.7 The State may provide a written response to the Githabul Corporation which includes reasons for the decision to proceed with the Right to Comment Future Act.
- 7.8 Where the grant of an interest under this paragraph constitutes a Third Party Non-exclusive Commercial Interest, in addition to the procedures carried out in accordance with paragraphs 7.3 to 7.7 above, the State also agrees that before it grants a Third Party Non-exclusive Commercial Interest, it shall:
- (a) use its best endeavours to encourage the Third Party to obtain the consent of the Githabul Corporation; and
 - (b) consider whether the Third Party has reached agreement with the Githabul Corporation regarding the co-existence of the interests or the provision of some form of compensation for the effect of the interest on Native Title.

7.9 Nothing in this paragraph provides a right of veto to the Githabul Corporation or Githabul People in relation to a Third Party Non-exclusive Commercial Interest.

8. Third Party Non Extinguishing Exclusive Possession Future Acts

8.1 The Parties agree that any Future Acts lawfully undertaken which involve the grant of an exclusive possession interest to a Third Party in the National Parks and State Forests but do not extinguish Native Title and are not interests that are covered by the paragraphs 3, 4, 6, 7, 9, 10 or 11 of this Schedule comprise Third Party Non Extinguishing Exclusive Possession Future Acts.

8.2 The Parties agree that the procedure outlined in this paragraph 8 must be followed before the State undertakes a Non Extinguishing Exclusive Possession Future Act in the Consent Determination Area.

8.3 The State shall give notice of not less than twenty-eight (28) days to the Githabul Corporation of the intention to undertake the Non Extinguishing Exclusive Possession Future Act together with an opportunity to comment on that act.

8.4 Any notice provided pursuant to paragraph 8.3 shall contain a description of the area affected by the Non Extinguishing Exclusive Possession Future Act, the details of the Non Extinguishing Exclusive Possession Future Act, the name, address and phone number of a contact person to whom any comments should be sent and the date by which any comments must be received.

8.5 Any comments prepared by the Githabul Corporation shall be at their own expense and the State shall consider the comments from the Githabul Corporation provided that it :

- (a) is in writing;
- (b) is lodged with the contact person stipulated in the notice;
- (c) is provided within the time period stated in the notice or within such other time period as is agreed by the State; and
- (d) states the opinion or comment of the Githabul Corporation in relation to the Non Extinguishing Exclusive Possession Future Act.

8.6 The State agrees that before it grants a Non Extinguishing Exclusive Possession Future Act, it shall use its best endeavours to encourage the Third Party to obtain the consent of the Githabul Corporation.

8.7 The Non Extinguishing Exclusive Possession Future Act may be undertaken provided that the State has considered:

- (a) a comment provided pursuant to paragraph 8.5; and
- (b) whether or not the Third Party has reached agreement with the Githabul Corporation or whether or not they have provided some form of compensation for the effect of the interest on Native Title;

and the State is of the opinion that the Non Extinguishing Exclusive Possession Future Act should proceed.

- 8.8 The Non Extinguishing Exclusive Possession Future Act may also be undertaken provided that:
- (a) the comment does not meet the criteria in paragraph 8.5; or
 - (b) no comment is provided by the Githabul Corporation.
- 8.9 The State may provide a written response to the Githabul Corporation which includes reasons for the decision to proceed with the Non Extinguishing Exclusive Possession Future Act.
- 8.10 Nothing in this paragraph provides a right of veto to the Githabul Corporation or Githabul People in relation to the Non Extinguishing Exclusive Possession Future Act.
- 8.11 The Parties confirm that Compensation may be payable for the Future Acts covered by paragraph 8.1 and if so, it is to be determined by agreement between the Parties or, if agreement cannot be reached, pursuant to the *NTA* and any other relevant NSW Law.

9. Subdivision K of the *NTA*

- 9.1 The Parties confirm that any of the classes of Future Acts that are within the meaning of section 24KA of the *NTA* shall be undertaken in accordance with the procedural requirements of that section, except for:
- (a) a Future Act relating to a Public Work undertaken by or for DEC or Forests NSW and which is required for the purposes of the National Parks and State Forests including National Park Roads and State Forest Roads and Trails; and
 - (b) a Future Act within the meaning of paragraph 5 on the Dairy Flat Travelling Stock Reserve.
- 9.2 The Parties confirm that Compensation may be payable for the Future Acts covered by paragraph 9.1 and if so, it is to be determined by agreement between the Parties or, if agreement cannot be reached, pursuant to the *NTA* and any other relevant NSW Law.

10. Mining and Compulsory Acquisition Future Acts

- 10.1 The Parties confirm that any Future Acts lawfully undertaken which involve:
- (a) the grant of a right to Mine; or
 - (b) the compulsory acquisition of Native Title;

shall be undertaken in accordance with the procedural requirements for those Future Acts in the *NTA* and the applicable *State Compulsory Acquisition Act*.

10.2 The Parties confirm that Compensation may be payable for the Future Acts covered by paragraph 10.1 and if so, it is to be determined by agreement between the Parties or, if agreement cannot be reached, pursuant to the *NTA*, the *Land Acquisition (Just Terms Compensation) Act 1991* and any other relevant NSW Law.

11. Extinguishing Exclusive Possession Future Acts

11.1 The Parties agree any Future Acts lawfully undertaken which involve the grant of a freehold interest or an exclusive possession lease which extinguishes Native Title comprise Extinguishing Exclusive Possession Future Acts.

11.2 The Parties agree that this paragraph 11 shall only apply to an Extinguishing Exclusive Possession Future Act where the total area on which all such Extinguishing Exclusive Possession Future Acts already undertaken in the Consent Determination Area and that of the proposed Extinguishing Exclusive Possession Future Act does not exceed five percent (5%) of the total area of the Consent Determination Area. If the undertaking of the proposed Extinguishing Exclusive Possession Future Act shall result in the total area exceeding five percent (5%), the proposed Extinguishing Exclusive Possession Future Act may only be done in accordance with the *NTA* and any Compensation that may be payable shall be determined in accordance with the *NTA*.

11.3 The Parties agree that the process outlined in this paragraph 11 must be followed before the State undertakes an Extinguishing Exclusive Possession Future Act in the Consent Determination Area.

11.4 The State shall provide notice of not less than twenty-eight (28) days to the Githabul Corporation of the intention to undertake the Extinguishing Exclusive Possession Future Act.

11.5 Any notice provided pursuant to paragraph 11.4 shall contain a description of the area of the Extinguishing Exclusive Possession Future Act, the details of the Extinguishing Exclusive Possession Future Act, the name, address and phone number of a contact person with knowledge of the proposed Extinguishing Exclusive Possession Future Act, the name and contact details of any Third Party on whom interests are to be conferred, and a date when the negotiation period shall commence.

11.6 If the Githabul Corporation does not advise the State that it consents to the Extinguishing Exclusive Possession Future Act, the relevant Parties shall enter into negotiations for a period of twelve (12) weeks commencing on the date indicated on the notice provided pursuant to paragraph 11.4.

11.7 The State shall use their best endeavours to ensure that any Third Party on whom interests are to be conferred participate in the negotiations.

- 11.8 For the purpose of conducting the negotiations, the Githabul Corporation and the State shall nominate representatives and any Third Party on whom interests are to be conferred shall be requested to nominate representatives.
- 11.9 The Githabul People agree that the representatives to be nominated pursuant to paragraph 11.8 shall have the necessary authorisations to act on behalf of and to bind the Githabul People.
- 11.10 If at the conclusion of the twelve (12) week negotiation period or by such other period that has been agreed to by the relevant Parties, the Githabul Corporation has not consented to the Extinguishing Exclusive Possession Future Act, the Parties agree to submit the matter to arbitration in accordance with, and subject to, *The Institute of Arbitrators & Mediators Australia Rules for the Conduct of Commercial Arbitrations* which are current at the time of the dispute.
- 11.11 Unless the Parties agree upon an arbitrator within a period of twenty-one (21) days, either Party may request an arbitrator be nominated by either the President or the Chairman of the NSW Chapter of the Institute of Arbitrators and Mediators Australia.
- 11.12 The Parties agree that the arbitrator can only make a determination on whether or not the Extinguishing Exclusive Possession Future Act may proceed or whether the Extinguishing Exclusive Possession Future Act may proceed subject to any conditions, and in making such a determination, the arbitrator must take into account the matters outlined in section 39 of the *NTA*.
- 11.13 Any Party may commence proceedings in a court of competent jurisdiction if it objects to the determination made by the arbitrator appointed in accordance with paragraph 11.11.
- 11.14 The Parties agree that Compensation may be payable for an Exclusive Possession Future Act and if so, shall be determined by agreement or, if agreement cannot be reached, by the Valuer-General in accordance with the following principles:
- (a) Compensation shall be proportionate to the degree of impairment of Native Title in the Consent Determination Area by the Exclusive Possession Future Act; and
 - (b) The maximum amount of Compensation shall not exceed fifty percent (50%) of the net profit received by the State from the sale or lease of the land or fifty percent (50%) of the market value of the land or market rent if it is not a commercial transaction; and
 - (c) Any monetary Compensation shall not become payable until the State has received the proceeds of the sale or rent for the relevant year; and
 - (d) Compensation may be non-monetary where no monetary compensation shall be received by the State for the Exclusive Possession Future Act; and
 - (e) The date of any relevant valuation is the date that the Exclusive Possession Future Act is undertaken.

11.15 Any Party may commence proceedings in a court of competent jurisdiction if it objects to the determination of Compensation made by the Valuer-General in accordance with paragraph 11.14.

12. Game Hunting Declaration

12.1 Subject to the Responsible Minister lawfully being able to do so, including having regard to section 54 of the *Game and Feral Animal Control Act 2002*, the Responsible Minister shall not make a Game Hunting Declaration over any land in the Consent Determination Area unless:

- (a) the Githabul Corporation and the authority which has care or control of the land have provided their informed and written consent to the Game Hunting Declaration; and
- (b) if that consent has been provided, the authority which has care or control of the land, the Githabul Corporation and the Game Council have agreed in writing on conditions which address safety and any other issues about the interaction between the exercise of Native Title and the Game Hunting Declaration in a manner which is consistent with the terms of this Agreement.

12.2 Nothing in this paragraph 12 prevents the Responsible Minister having regard to any other additional matters pursuant to section 20 of the *Game and Feral Animal Control Act 2002* before making a Game Hunting Declaration.

12.3 The Parties agree that if the Responsible Minister makes a Game Hunting Declaration over any land in the Consent Determination Area, it does not affect the operation of the remainder of this Agreement, unless this Agreement is specifically varied in writing by the Parties.

13. New National Parks

13.1 DEC agrees that it shall not make a recommendation for land and waters in the Consent Determination Area which are not included in the National Parks to be reserved under the *NPWA* without the written and informed consent of the Githabul Corporation.

13.2 If a reservation is made after the Githabul Corporation has provided consent pursuant to paragraph 13.1, Schedule I of this Agreement shall apply to those lands and waters.

14. Schedule 14 and Part 4A of the NPWA

14.1 The Parties confirm that:

- (a) the listing of any land or waters in the Consent Determination Area on Schedule 14 of the *NPWA*; and

- (b) any action taken in accordance with the provisions of Part 4A of the *NPWA* including, but not limited to, the vesting of freehold land,

are not Future Acts and do not prevent the provisions of clause 17 of this Agreement and Schedule I from continuing to apply to any such land or waters.

- 14.2 To avoid doubt, the Parties confirm that no Compensation is payable for the acts covered by paragraph 14.1 because they are not Future Acts.

15. Compensation

- 15.1 The Parties agree that Compensation shall not be payable by the State if a Third Party has provided compensation to obtain the consent of the Githabul People to the Future Act and the State has only agreed to grant the interest after it has notice of that consent.

16. Arbitration

- 16.1 The Parties confirm that arbitration only applies to Future Acts where expressly indicated in this Schedule and does not apply to any other Future Act in this Schedule or any other dispute over the terms of this Agreement.

17. Non-extinguishment principle

- 17.1 The Parties agree that the non-extinguishment principle as defined in section 238 of the *NTA* applies to all of the Future Acts covered by this Schedule, except for the following:
 - (a) A compulsory acquisition of Native Title in accordance with paragraph 10;
 - (b) An Extinguishing Exclusive Possession Future Act in accordance with paragraph 11; and
 - (c) where the Parties to the Future Act have reached agreement that the Future Act extinguishes Native Title.

SCHEDULE S: ABORIGINAL CULTURAL HERITAGE

1. INTERPRETATION

- 1.1 In this Schedule unless the context or subject matter otherwise indicates or requires:

“Aboriginal Remains” has the same meaning as in section 5 of the *NPWA*.

“Aboriginal Remains Protocol” means the protocol developed pursuant to paragraph 10 of this Schedule.

“Consent” means a consent issued under section 90 of the *NPWA*.

“Aboriginal Cultural Heritage Principles” are the principles outlined in paragraph 3 of this Schedule.

“EP&A” means the *Environmental Planning and Assessment Act 1979*.

“Forest Management Zoning” means the land classification system used by Forests NSW for the management of State Forests and includes special management zones.

“Githabul Family Group” means one or more of the 10 Family Groups identified in Schedule 1 of the Rules of Association of the Githabul Corporation.

“Parties” in this Schedule means the State and the Native Title Parties.

“Permit” means a permit issued under section 87 of *NPWA*.

“Planning” means the Director-General of the Department of Planning and includes any person, authority or entity acting on behalf of the Director General whether as a delegate or otherwise.

2. OBJECTS

- 2.1 The main objects of this Schedule are:

- (a) to acknowledge the Githabul People as the primary Aboriginal people to consult about Aboriginal Cultural Heritage in the Agreement Area;
- (b) to provide protection for known sites which are culturally significant to the Githabul People;
- (c) to protect Aboriginal Cultural Heritage in the Agreement Area by consultation with the Githabul People in the planning and approvals process for development;

- (d) to establish a protocol in relation to the return of Aboriginal Remains to the Githabul Corporation or Githabul People;
- (e) to provide for the transfer of Aboriginal Objects to the Githabul Corporation or Githabul People;
- (f) to provide for the development of a further agreement with the Githabul Corporation and the Githabul People regarding the management and protection of Aboriginal Cultural Heritage beyond the Agreement Area.

3. PRINCIPLES REGARDING ABORIGINAL CULTURAL HERITAGE

3.1 The Parties agree that the management of Aboriginal Cultural Heritage, and decisions in relation to the Aboriginal Cultural Heritage should be construed in accordance with the following principles:

- (a) the Agreement Area contains Aboriginal Cultural Heritage in which the Githabul People have a special interest;
- (b) it is a critical part of the traditional culture of the Githabul People that they protect and manage Aboriginal Cultural Heritage in the Agreement Area;
- (c) the Githabul People are the primary people who should determine the significance of Aboriginal Cultural Heritage in the Agreement Area;
- (d) the Githabul People are the primary people who should be consulted in relation to any activities which may impact upon Aboriginal Cultural Heritage in the Agreement Area;
- (e) interference with, or destruction of, Aboriginal Cultural Heritage in the Agreement Area will cause distress to the Githabul People; and
- (f) through the provisions of the *NPWA*, DEC has responsibility for the protection of Aboriginal Cultural Heritage in the Agreement Area.

3.2 The Parties acknowledge that a particular Githabul Family Group may have primary responsibility for certain sites and Aboriginal Places under the traditional laws and customs of the Githabul People.

3.3 DEC shall encourage persons which are not otherwise bound by this Schedule, including local government bodies and proponents, to consult with the Githabul People in accordance with the above principles, including by advising those other persons that DEC is obliged to carry out its functions having regard to those principles.

4. GITHABUL CORPORATION

- 4.1 The Githabul Corporation warrants that it shall act as agent for the Githabul People and do all things necessary to allow the other Parties to consult with the Githabul People for the purposes of this Schedule, including nominating appropriate Githabul People for the other Parties to negotiate with.

5. PROGRAM TO IDENTIFY ABORIGINAL PLACES

- 5.1 The Parties acknowledge that the Githabul People have identified a list of places which are significant to them to be investigated by DEC for declaration as Aboriginal Places.
- 5.2 The Parties acknowledge that investigations have commenced for the nominated Aboriginal places associated with the Guruman (Kangaroo) Increase Site and the Yabbra Sites and;
- (a) the sites are of special significance to the Githabul People in accordance with their traditional laws and customs; and
 - (b) the Kenny/Bundock Family Group have primary responsibility under the traditional laws and customs of the Githabul People in relation to the Yabbra Sites.
- 5.3 In relation to the nominated Aboriginal places in paragraph 5.2, DEC agrees to finalise its recommendations for declaration to the Minister within three (3) months of the date this Agreement is Registered.
- 5.4 The Githabul Corporation shall identify any other places they wish DEC to investigate as Aboriginal Places within twelve (12) months of the date this Agreement is Registered.
- 5.5 Subject to available resources, DEC shall investigate whether the places identified in accordance with paragraphs 5.1 and 5.3 are appropriate to recommend for declaration as Aboriginal Places.
- 5.6 If any place is declared to be an Aboriginal Place pursuant to this Schedule, DEC shall not recommend to the Minister for the Environment that the declaration be revoked, except with the consent of the Githabul Corporation.
- 5.7 DEC shall use best endeavours to protect any places identified in accordance with this paragraph 5 using appropriate means, which may include placing details of the places on AHIMS, pending their consideration for declaration as Aboriginal Places.

6. MANAGEMENT OF ABORIGINAL PLACES

- 6.1 The Parties agree that this paragraph applies to Aboriginal Places declared pursuant to this Schedule.
- 6.2 Upon the declaration of an Aboriginal Place, DEC shall provide written notification to:

- (a) the Githabul Corporation and the Management Committee;
- (b) any local government body for the area concerned; and
- (c) any land owner or authority which has care, control and management for the area concerned.

6.3 Within three (3) months of an Aboriginal Place being declared, the Githabul Corporation shall advise DEC of the appropriate representatives of the Githabul Family Group, if any, who have primary responsibility for the Aboriginal Place under the traditional laws and customs of the Githabul People.

6.4 Where an Aboriginal Place is on land or waters reserved under the *NPWA*, DEC shall manage and protect those places in accordance with the provisions of the *NPWA* and the Aboriginal Cultural Heritage Principles, and DEC, in consultation with:

- (a) the Management Committee; and
- (b) the representatives of any Githabul Family Group identified pursuant to paragraph 6.3; and
- (c) the Githabul Corporation,

shall prepare a plan to manage the Aboriginal Place.

6.5 Where an Aboriginal Place is located on lands dedicated under the *Forestry Act 1916*, Forest NSW in consultation with:

- (a) the Githabul Corporation;
- (b) DEC; and
- (c) the representatives of any Githabul Family Group identified pursuant to paragraph 6.3;

shall prepare a plan to manage the Aboriginal Place.

6.6 Where the Aboriginal Place is located on land reserved under the *Forestry Act 1916*, the plan shall include appropriate Forest Management Zoning restrictions to protect the cultural values.

6.7 Where an Aboriginal Place is on any other lands, DEC shall use best endeavours to ensure that the land holder or authority with care, control and management is aware of the requirements of the *NPWA* in respect of Aboriginal Places and shall encourage that land holder or authority to develop or participate in the development of a plan to manage the Aboriginal Place in consultation with:

- (a) the Githabul Corporation;
- (b) DEC; and

- (c) the representatives of any Githabul Family Group identified pursuant to paragraph 6.3.

7. PROGRAM TO IDENTIFY AND RECORD OTHER CULTURAL HERITAGE

- 7.1 Within twelve (12) months of the date this Agreement is Registered, DEC shall develop a program with the Githabul Corporation to identify and record any other Aboriginal Cultural Heritage which is of significance to the Githabul People within the Agreement Area.

8. MAJOR PROJECTS ASSESSED UNDER PART 3A OF THE EP&A

- 8.1 If Planning receives an application for a project in the Agreement Area to which Part 3A of the EP&A applies, Planning shall notify the proponent that the environmental assessment requirements, including that the proponent consult with the Githabul Corporation.
- 8.2 Planning shall consider whether the proponent has consulted with the Githabul Corporation in preparing the environmental assessment and whether the proponent has adequately addressed any submissions made by the Githabul Corporation.
- 8.3 Planning shall notify the Githabul Corporation of whether or not the project has been approved.

9. PERMITS AND CONSENTS ISSUED BY DEC

- 9.1 If DEC receives an application for a Permit or Consent in the Agreement Area, then notwithstanding anything else in this Agreement, DEC shall require the applicant for the Permit or Consent to consult with the Githabul Corporation about the Aboriginal Object or Aboriginal Place which may be affected in accordance with any consultation guidelines issued by DEC at the time of the application, unless the applicant has provided information demonstrating it has consulted with the Githabul Corporation.
- 9.2 If the Githabul Corporation objects to the issuing of the Permit or Consent, DEC must consider the objection prior to the determination of the application.
- 9.3 If DEC still proposes to issue the Permit or Consent despite the objections of the Githabul Corporation then DEC shall negotiate in good faith with the Githabul Corporation to try and reach agreement in relation to whether the Permit or Consent should be issued, and if so, on what conditions.
- 9.4 If no agreement can be reached within sixty (60) days of the application being received by DEC, then DEC may issue the Permit or Consent on such terms and conditions as DEC considers appropriate having regard to the Aboriginal Cultural Heritage Principles.

- 9.5 DEC agrees that if there are conflicting views between members of the Aboriginal community in relation to the proposed Permit or Consent in the Agreement Area, then the views of the Githabul People shall have primacy in DEC's consideration of the application.
- 9.6 The Githabul Corporation and DEC may agree that the requirements of this paragraph 9 be waived, or replaced with an alternative procedure, in relation to a particular Permit or Consent or class of Permits or Consents but only if it is the subject of a further written agreement between the Githabul Corporation and DEC.

10. ABORIGINAL REMAINS PROTOCOL

- 10.1 DEC and the Githabul Corporation shall negotiate in good faith to develop an Aboriginal Remains Protocol which shall address:
- (a) the procedures to be followed where Aboriginal Remains and associated cultural material are uncovered in the Agreement Area; and
 - (b) the circumstances in which Aboriginal Remains and associated cultural material shall be removed and/or repatriated.

11. TRANSFER OF CULTURAL HERITAGE

- 11.1 DEC shall consult with the Githabul Corporation regarding any Aboriginal Objects within the Agreement Area that should be returned to the Githabul Corporation or the Githabul People, in accordance with section 85A of the *NPWA*.

12. OTHER LEGAL RIGHTS NOT AFFECTED

- 12.1 Nothing in this Schedule affects the right of the Githabul People or the Githabul Corporation to take such legal action as they may be entitled to at common law or under any NSW Law or law of the Commonwealth to protect Aboriginal Cultural Heritage in the Agreement Area.

13. CONFIDENTIALITY

- 13.1 DEC and the Githabul People agree to record on AHIMS and apply access restrictions to keep confidential the nature and location of any Aboriginal Cultural Heritage identified pursuant to this Schedule.
- 13.2 DEC shall not disclose any information to persons other than to the Githabul People unless otherwise required by law or with the consent of the Githabul Corporation in accordance with AHIMS access restrictions in paragraph 13.1.

14. FURTHER NEGOTIATIONS

- 14.1 DEC and the Githabul People agree to negotiate in good faith to develop another agreement which:

- (a) identifies a broader cultural heritage area where the Githabul People have primary responsibility for any other Aboriginal Cultural Heritage not covered by this Agreement; and
- (b) provides for procedures which require the involvement of Githabul People in the making of decisions which affect management of Aboriginal Cultural Heritage in the broader cultural heritage area.