

**PROTOCOLS, PRINCIPLES
AND STRATEGIES AGREEMENT FOR INDIGENOUS
INVOLVEMENT IN LAND AND WATER MANAGEMENT**

BETWEEN

North Central Catchment Management Authority

AND

North West Nations Clans Aboriginal Corporation

AND

Yorta Yorta Nation Aboriginal Corporation

Preamble

Sharing experiences is the basis for agreement. Through understanding each other's experiences and skills ... parties are able to provide information and share knowledge. This collaboration is necessary for a comprehensive approach to land and water management issues.

(Richard Baker, Jocelyn Davies & Elspeth Young, *Working on Country*, Chapter 23.)

Protocols, Principles and Strategies Agreement for Indigenous Involvement in Land and Water Management

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THIS AGREEMENT is made on the day of 2002, between:

NORTH CENTRAL CATCHMENT MANAGEMENT AUTHORITY

Midland Highway, Huntly, Victoria, 3551

AND

NORTH WEST NATIONS CLANS ABORIGINAL CORPORATION

124 Campbell St, Swan Hill, Victoria, 3585

AND

YORTA YORTA NATION ABORIGINAL CORPORATION

Cnr of Maloney and Shier Street, Barmah, Victoria, 3639

1 **DEFINITIONS**

In this agreement:

"**Agreement**" means this agreement;

"**CMA**" means Catchment Management Authority;

"**Indigenous Nations**" means North West Nations Clans Aboriginal Corporation, Yorta Yorta Nation Aboriginal Corporation and any other Indigenous Nation Group representing the traditional Indigenous owners of any area of country in Victoria;

"**NCCMA**" means North Central Catchment Management Authority, a state catchment management authority for the North Cental Region;

"**North Central Region**" means the area of lands and waters set out in Schedule 1 attached to this Agreement;

"**North West Nations**" means the North West Nations Clans Aboriginal Corporation, representing the Dja Dja Wurrung, Baraparapa, Wamba Wamba, Wadi Wadi, Yupagalk;

"**Parties and Party**" means North Central Catchment Management Authority, North West Nations Clans Aboriginal Corporation and Yorta Yorta Nation Aboriginal Corporation;

"Protocols" means a formal statement of commitment to engage in land and water decision making between the North Central Catchment Management Authority and Indigenous Nations, including North West Nations Clans Aboriginal Corporation, Yorta Yorta Nation Aboriginal Corporation and others as appropriate;

"Principles" means issues to consider during the engagement process;

"RCS" means Regional Catchment Strategy;

"State" means the State of Victoria;

"VCMC" means the Victorian Catchment Management Council, the peak body for providing independent advice on issues relating to catchment management at the State level; and

"Yorta Yorta Nation" means Yorta Yorta Nation Aboriginal Corporation, representing the Yorta Yorta Nation.

2 BACKGROUND

- 2.1 In October 2000 VCMC sponsored a meeting with the representatives of various Indigenous Nations. At this meeting a number of issues were addressed relating to land and water management. One of its outcomes was an agreement on the need for the development of a set of Protocols to facilitate participation of Indigenous Nations in natural resource management activities. This important issue was also discussed and further endorsed at the Victorian Catchment Management Conference held in Ballarat in November 2000.
- 2.2 In 2001, VCMC successfully applied for Natural Heritage Trust funding to carry out a project to establish a statewide framework of Protocols between CMAs and Indigenous Nations for Indigenous engagement in land and water management in the State. Initially it was anticipated that the generic framework would be used to inform the development of specific Protocols between individual CMAs and individual Indigenous Nations in accordance with joint aspirations and expectations. The project moved from the generic State framework idea to focus on a pilot involving the development of protocols and principles between NCCMA and two Indigenous Nations: Yorta Yorta Nation and North West Nations.
- 2.3 NCCMA volunteered to participate in the pilot and were accepted based on their commitment to further Indigenous involvement in natural resource management in the North Central Region, as was demonstrated in their organisation of Indigenous forums on river health which were held in June 2002.

- 2.4 North West Nations and Yorta Yorta Nation similarly offered to participate in the pilot and this was considered appropriate on the basis that these two Indigenous Nations have infrastructure, are involved in native title and cultural heritage processes and have a co-operative approach to land and water management.
- 2.5 The philosophy behind the development of the pilot is derived from the Landcare aspiration of community participation in land and water management. In order to achieve sustainable resource management, it is recognised that remedial and protection programs must involve all land managers in decision-making and implementation activities.
- 2.6 The Parties to this Agreement recognise that the first step towards achievement of the development of an engagement process is to reach agreement on the purpose, protocols, principles and strategies outlined in this Agreement.

3 PURPOSE OF THIS AGREEMENT

- 3.1 In entering this Agreement the Parties together seek to:
- 3.1.1 recognise in a positive, respectful and cooperative way that their activities comprise many shared interests and that their aspirations and goals for the management of natural resources in the North Central Region are similarly shared;
 - 3.1.2 establish a realistic framework for collaboration in the management of natural resources in the North Central Region;
 - 3.1.3 develop a transparent process of dialogue with, and foster meaningful involvement and engagement between North West Nations, Yorta Yorta Nation and NCCMA in natural resource management in the North Central Region;
 - 3.1.4 seek to understand the aspirations and traditions of the North West Nations and Yorta Yorta Nation so these can be incorporated into natural resource management policy development and implementation in the North Central Region;
 - 3.1.5 seek to understand the roles and responsibilities of the NCCMA;
 - 3.1.6 develop clear statements of acknowledgment, commitment and intent to further develop the working relationship between themselves in land and water management activities in the North Central Region;

- 3.1.7 define each of their responsibilities to ensure mutual respect, understanding and collaboration;
- 3.1.8 develop processes for dialogue and negotiation between themselves, and with others as appropriate;
- 3.1.9 share and develop information products and bridge the gap in understanding to gain clarity on what can be achieved; and
- 3.1.10 establish monitoring, evaluation, reporting and review processes for engagement.

4 PROTOCOLS

- 4.1 As a measure of respect to the North West Nations and Yorta Yorta Nation, the Parties shall, for use in the public domain, including in the NCCMA RCS, develop and implement:
 - 4.1.1 **statements of acknowledgment** of traditional ownership of country of the North West Nations and Yorta Yorta Nation;
 - 4.1.2 a **statement of commitment** to recognise and support the rights and responsibilities of all parties; and
 - 4.1.3 a **statement of intent** as a means of acknowledging that the working relationship between the Parties is based on trust and understanding, and that expresses the Parties' agreement to develop further initiatives between themselves.
- 4.2 Each of these **statements of acknowledgement, commitment and intent**, to be developed by the Parties, shall include, but shall not necessarily be limited to:
 - 4.2.1 recognition that the lands and waters of the North Central Region comprise the traditionally owned country of the North West Nations and the traditionally owned country of the Yorta Yorta Nation, with each nation of peoples having unique Indigenous interests, including cultural heritage interests, in their respective areas of country;
 - 4.2.2 recognition that NCCMA has statutory responsibilities under the *CaLP Act 1994* and the *Water Act 1989*.
 - 4.2.3 recognition of the rights of the North West Nations and Yorta Yorta Nation, as outlined in the UN Declaration on the Rights of Indigenous Peoples;

- 4.2.4 support for the vision of a united Australia as expressed by the Council for Aboriginal Reconciliation; and
 - 4.2.5 real involvement of the North West Nations and Yorta Yorta Nation in the development of land and water management policies, strategies and programs for action at local levels and in the implementation of appropriate programs and local events and celebrations.
- 4.3 The Parties shall negotiate in good faith to reach an agreed understanding on each of their respective roles and responsibilities in natural resource management in the North Central Region, to ensure mutual respect, understanding and collaboration.
- 4.4 The Parties shall develop processes for dialogue and negotiation between themselves and with third parties, as appropriate. Insofar as development of processes for dialogue and negotiation with third parties is concerned, this shall include, but shall not be limited to:
- 4.4.1 developing culturally relevant processes to strengthen links with, and encourage positive participation of other Indigenous Nations, which may result in agreements with other CMAs;
 - 4.4.2 inviting participation of other Indigenous Nations overlapping the North Central Region to CMA decision making forums as appropriate;
 - 4.4.3 ensuring that significant meetings with traditional owners are held in their country and that venues and meeting format are culturally appropriate; and
 - 4.4.4 organising clear contact points as appropriate with non-Indigenous third parties, including local government, Department of Natural Resources and Environment, Environment Protection Authority and Members of Parliament, on land and water management issues of joint concern and activity.
- 4.5 The Parties shall develop an agreed process of reporting that incorporate the following:
- 4.5.1 allocation of responsibility for implementing strategic initiatives;
 - 4.5.2 performance indicators and annual reporting for each participation strategy (outlined in section 6 of this agreement) within the CMA reporting structure;
 - 4.5.3 links to existing reporting initiatives and processes where appropriate, such as legislation, compliance procedures and government policy;

- 4.5.4 annual negotiations to target collaborative priority projects; and
- 4.5.5 five yearly review of activities with scope for the parties to assess the implementation of protocols and performance in the context of the review of RCS.

5 PRINCIPLES FOR ENGAGEMENT

- 5.1 All parties to this agreement shall strive to consistently apply the following principles for engagement:
 - 5.1.1 **Recognition** – a) NCCMA acknowledge that North West Nations including the Dja Dja Wurrung, Baraparapa, Wamba Wamba, Wadi Wadi, Yupagalk and other Indigenous Nations in the North Central Region and Yorta Yorta Nation are each traditional owners of their respective areas of country. As such, they are each autonomous over, can only speak and care for and make decisions about their respective areas of country. This means that NCCMA acknowledges that, from time to time, the North West Nations including the Dja Dja Wurrung, Baraparapa, Wamba Wamba, Wadi Wadi, Yupagalk and other Indigenous Nations in the North Central Region and Yorta Yorta Nation may each differ in decisions they may make in response to the same or similar issues over their respective areas of country.
 - b) Recognition by traditional owners of the roles, responsibilities and capacity of NCCMA in respect of natural resource management in the North Central Region.
 - 5.1.2 **Resourcing** – All parties recognise that each may require assistance in obtaining expert advice and resources to enhance their capacity to participate in all aspects of natural resource management in the North Central Region, eg. establishing partnerships for making applications to funding organisations, access to cultural resources, etc.
 - 5.1.3 **Social justice** – All parties are committed to principles of social justice within their jurisdiction.
 - 5.1.4 **Culturally appropriate processes** – All parties recognise each other’s differing socio-economic, political and cultural environments in which they operate, and when possible, shall work to develop appropriate processes for their collective participation in respective representative capacities.

- 5.1.5 **Indigenous rights** – All parties acknowledge the inherent rights of each other, particularly with regard to cultural heritage, intellectual (protection of knowledge) and property rights.
- 5.1.6 **Commitment** – All parties make a commitment to use all their very best efforts to achieve all matters referred to in this Agreement at a broad level and to demonstrate this in all areas of natural resource management activity in the North Central Region.
- 5.1.7 **Extension** – All parties shall allow space for the further development of other land and water management agreements with other Indigenous Nations overlapping the North Central Region when (and if) those Indigenous Nations are ready.
- 5.1.8 **Scope** – North West Nations and Yorta Yorta Nation shall define to NCCMA their preferred scope of engagement on freehold lands.
- 5.1.9 **Key interest areas** – North West Nations and Yorta Yorta Nation shall each identify what areas of responsibility are of key interest to the peoples they each represent.
- 5.1.10 **Indigenous consultation** – North West Nations and Yorta Yorta Nation shall outline and negotiate the most efficient and culturally appropriate processes and mechanisms to engage the peoples they each represent in the RCS process and other land and water management decision making processes.
- 5.1.11 **Communication** – All parties shall establish appropriate contact lists and procedures to facilitate engagement.
- 5.1.12 **Without prejudice** – All communications shall be without prejudice.
- 5.1.13 **Context** – The Parties shall have regard to relevant changes in the broader Australian legal and political environment. Overall understanding between the parties, when reached, should be open to changes as context changes.
- 5.1.14 **Confidentiality and authority** – Communications between the Parties shall be and remain confidential where knowledge of sites of significance and other commercially sensitive issues are concerned, unless otherwise agreed by the Parties in writing. At the outset, the Parties shall agree upon and confirm the process for

authorised representatives to speak on behalf of each Party.

- 5.1.15 **Openness and transparency** – The parties shall exercise openness and transparency at all times to encourage effective communication (except where issues of confidentiality are recognised).
- 5.1.16 **Third party** – The Parties may by mutual consent invite any third parties to join in at any time.
- 5.1.17 **Timeliness** – The Parties recognise that implementing mechanisms for adherence to the substance of the Agreement will take time. The Parties therefore recognise the need to be patient and adopt a long term policy focus. Realistic timeframes should be set and adequate time should be allowed for consultation and decision-making. Each Party shall do its utmost to comply with deadlines to which each has freely committed.
- 5.1.18 **Momentum** – The Parties shall keep moving towards overall understanding, using agreed timelines and cost structures. Any and all negotiations and dealings are to be pursued issue by issue and agreement by agreement until overall understanding is reached. Either Party may cease or suspend any negotiations and dealings if it considers this appropriate in the circumstances.

6 STRATEGIES

- 6.1 To promote respect for and adherence to the Protocols, the Parties agree to the following strategies:
 - 6.1.1 The Parties shall develop **communication strategies** by delineating options for the delivery of issues and concepts, including the need to manage expectations.
 - 6.1.2 The Parties shall develop strategies to encourage **participation** of other Indigenous Nations by convening meetings and information seminars in the North Central Region.
 - 6.1.3 Using **plain English material**, the Parties shall address the cultural differences between Indigenous and non-Indigenous peoples/societies, which, in the absence of such material, could make it very difficult for the Parties to understand each other's values and needs. Any and all materials shall be presented and communicated by each Party in ways that are easily understandable to each of the other Parties.

- 6.1.4 The Parties shall promote opportunities for **education** of each other, when and where appropriate, including through participation of NCCMA in North West Nations and Yorta Yorta Nation events, and through participation of North West Nations and Yorta Yorta Nation in NCCMA events. NCCMA to recognise the traditional owners of the land through "welcome to country" at "significant" events, eg. conferences, Board meetings.
- 6.1.5 The Parties shall explore opportunities together to develop kits, books and videos, amongst other **educational resources**, with the aim of providing the general public with good baseline information about relevant issues. The Parties shall provide access to information, expertise and data as may reasonably be required with respect to the management of natural resources in the North Central Region.

7 TERMS OF AGREEMENT AND EFFECT

This Agreement:

- 7.1 shall remain in effect for a period of five years from the date of signing it, and shall be automatically extended for further successive periods of five years unless terminated by any Party upon negotiation with the other Parties;
- 7.2 shall be reviewed every five years by the Parties in conjunction with the five yearly statutory review of RCS; and
- 7.3 is exclusive of any other association relationship or agreement which any of the Parties may at any time wish to enter.

EXECUTED by the Parties as an Agreement.

SIGNED for and on behalf of NORTH)
CENTRAL CATCHMENT MANAGEMENT)
AUTHORITY in the presence of: _____

Witness

Name of Witness (Print)

SIGNED for and on behalf of NORTH)
WEST NATIONS CLANS ABORIGINAL)
CORPORATION in the presence of: _____

Witness

Name of Witness (Print)

SIGNED for and on behalf of DJA DJA)
WURRUNG CLAN in the presence of: _____

Witness

Name of Witness (Print)

SIGNED for and on behalf of)
BARAPARAPA in the presence of: _____

Witness

Name of Witness (Print)

SIGNED for and on behalf of WAMBA)
WAMBA in the presence of: _____

Witness

Name of Witness (Print)

SIGNED for and on behalf of WADI WADI)
in the presence of:)

Witness

Name of Witness (Print)

SIGNED for and on behalf of YUPAGALK)
in the presence of:)

Witness

Name of Witness (Print)

SIGNED for and on behalf of)
YORTA YORTA NATION ABORIGINAL)
CORPORATION in the presence of:)

Witness

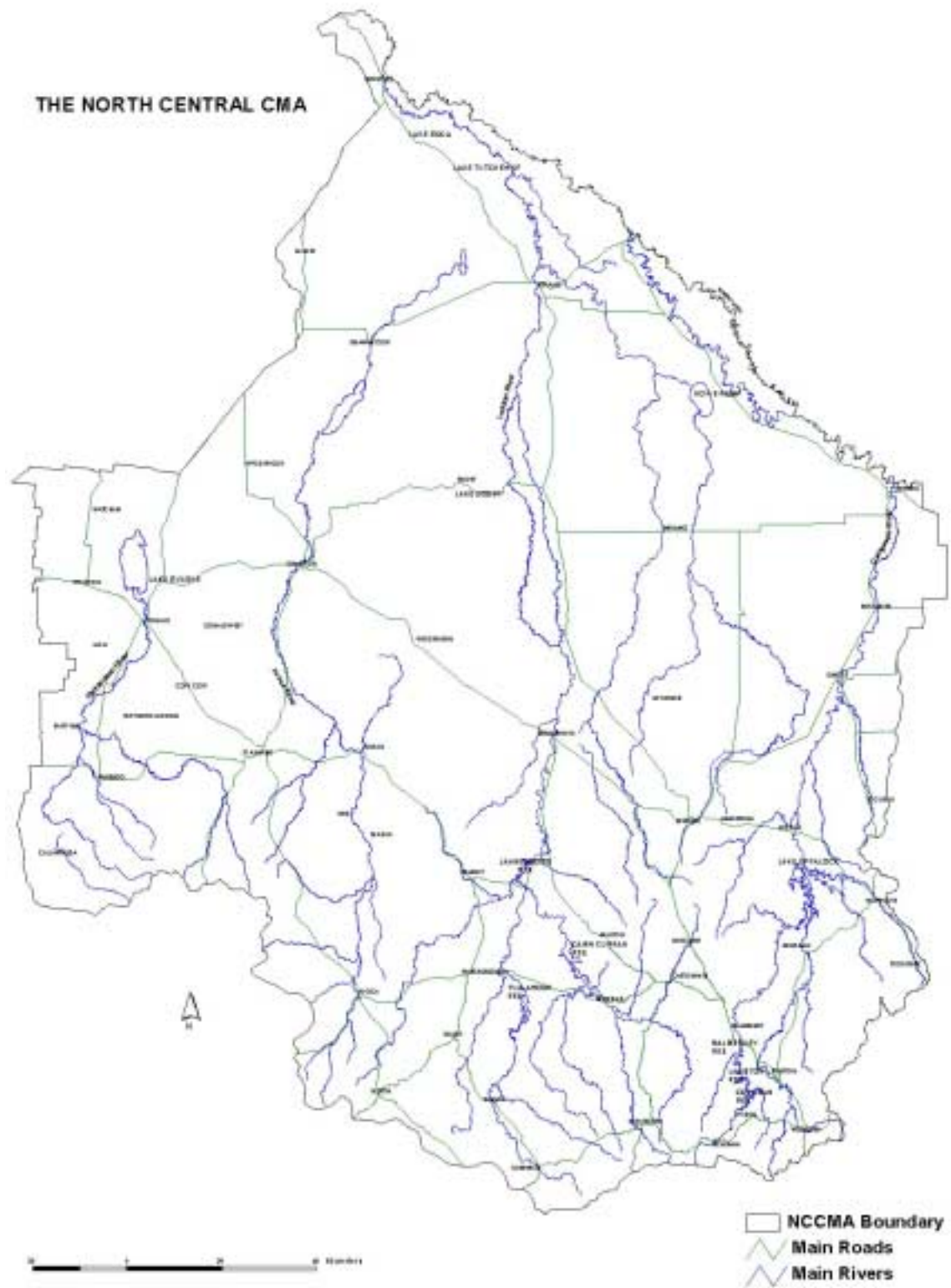
Name of Witness (Print)

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SCHEDULE 1