

28 March 2013
Bendigo, Victoria



Recognition and Settlement Agreement - Volume 1 of 2
under the *Traditional Owner Settlement Act 2010* (Vic)
between Dja Dja Wurrung Clans Aboriginal Corporation
and The State of Victoria



Cover artwork by Dja Dja Wurrung artist, Sam Kerr, entitled
'Mindye's pathway guides us though our struggles'. © Sam Kerr

Recognition and Settlement Agreement

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

between

**The Honourable Robert Clark, MP, Attorney-General for and
on behalf of the State of Victoria**

and

**Dja Dja Wurrung Clans Aboriginal Corporation
Indigenous Corporation Number 4421**

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Date 28 March 2013

**The Honourable Robert Clark, MP, Attorney-General for and on
behalf of the State of Victoria**

(the State)

and

**Dja Dja Wurrung Clans Aboriginal Corporation
Indigenous Corporation Number 4421**

(the Corporation)

Background

- A. This Agreement is part of the Settlement Package in relation to Native Title determination application Federal Court proceedings numbers VID6006/1998, VID6001/1999, VID6003/1999 and VID6001/2000.
- B. The Dja Dja Wurrung are the Traditional Owner Group and have appointed the Corporation as the Traditional Owner Group Entity to represent them in relation to the Agreement Area for the purposes of the *Traditional Owner Settlement Act 2010* (Vic).
- C. In accordance with the purposes of the *Traditional Owner Settlement Act 2010* (Vic), the State and the Corporation have entered into this Agreement:
 - (a) to recognise the Dja Dja Wurrung's Traditional Owner Rights and to confer rights as to access to, ownership and management of areas within the Agreement Area; and
 - (b) for the purposes of decision making rights and other rights that may be exercised in relation to the use and development of land or natural resources in the Agreement Area.

Recognition Statement

The State recognises that the Dja Dja Wurrung People are the Traditional Owner Group for the country covered by this Recognition and Settlement Agreement.

Aboriginal Peoples have lived in the part of Australia known as Victoria for more than a thousand generations. The people belonging to the country of the Recognition and Settlement Agreement area, through bloodline and kinship, are known as the “Jaara” (people of the area). Over time, many Jaara have come to identify as “Dja Dja Wurrung” (Yes Yes tongue/speak), which relates to the collective language group. Jaara spoke the Dja Dja Wurrung language. For the purpose of this Recognition and Settlement Agreement, the people have resolved to be known as the “Dja Dja Wurrung”.

The Dja Dja Wurrung ancestors are recorded as having had sixteen or more clans with similar dialects and are traditionally part of the Kulin (Nation) alliance of tribes. In common with other Kulin peoples, Bunjil the Wedge-tailed Eagle and Waa the Crow form the moieties of the traditional patrilineal kinship system.

The State recognises that the Dja Dja Wurrung People have a special relationship with their country, which is of great significance to them. In the Dja Dja Wurrung worldview, dreaming stories of *Djandak* (country) and Dja Dja Wurrung date back to the creation of these lands and all within them. Dja Dja Wurrung evolved with *Djandak*. *Djandak* has been shaped and nurtured by the traditional way of life of the Dja Dja Wurrung People and their ancestors, reflecting principles embedded in kinship, language, spirituality and Bunjil’s Law. Bunjil is the creator being who bestows Dja Dja Wurrung People with the laws and ceremonies that ensure the continuation of life. Dja Dja Wurrung People know Mindye the Giant Serpent as the keeper and enforcer of Bunjil’s Law.

Dja Dja Wurrung country is a cultural landscape that is more than just tangible objects; imprinted in it are the dreaming stories, Law, totemic relationships, songs, ceremonies and ancestral spirits, which give it life and significant value to Dja Dja Wurrung People. The values Dja Dja Wurrung People hold for their country are shaped from their belief systems that all things have a *murrup* (spirit) – water, birds, plants, animals, rocks and mountains. Dja Dja Wurrung People see all the land and its creatures in a holistic way, interconnected with each other and with the people. Prior to European colonisation, all natural places within Dja Dja Wurrung country were well known, had a name and song and were celebrated as a part of country and culture.

The State recognises that the arrival of Europeans in Victoria caused a rupture in the spiritual, environmental, political and economic order of Dja Dja Wurrung People. Unrecorded numbers of Dja Dja Wurrung ancestors had their lives taken in their fight for *Djandak* and *Martinga Kulinga Murrup* (Ancestral Spirits). Other Dja Dja Wurrung were forced from their traditional country. Dja Dja Wurrung ancestors struggled to maintain their way of life. Their food and water sources and many important cultural sites and places were destroyed or damaged by European land uses, including the introduction of exotic flora and fauna. European explorers and colonialists renamed many Dja Dja Wurrung places and landscape features using foreign names. The practice and survival of cultural tradition was gravely threatened.

From 1841, many of the surviving Dja Dja Wurrung ancestors were forced to take refuge at a site that was named the Loddon Aboriginal Protectorate station at Franklinford. Known to the Dja Dja Wurrung as *Larnebarramul*, meaning the ‘habitat of the emu’, Franklinford provided a measure of protection and rations for a period. During the operation of the station, Dja Dja

Wurrung continued cultural practices and lifestyle of seasonal resource use and movements where possible.

During the 1850s goldrush, as station hands rushed to the gold fields leaving farms without labour, some Dja Dja Wurrung ancestors seized the opportunity to rebuild their lives by negotiating paid work in the pastoral sector. This allowed some Dja Dja Wurrung ancestors to continue to reside on or near their traditional country.

With shifts in government policies and legislation, by the late 1800s many Dja Dja Wurrung ancestors, like other Victorian traditional owners, were restricted to living on missions and reserves, where mission managers enforced much tighter restraints on movement, employment and cultural practices. Dja Dja Wurrung families recount stories from the mission period of their ancestors being punished for use of Dja Dja Wurrung language and customs.

With the dismantling of the missions and reserves by the early 1900s, Dja Dja Wurrung People moved to living in the Aboriginal communities that formed in and around former missions and reserves, including in nearby regional towns, as well as further south in Melbourne. Some Dja Dja Wurrung People continued to live and work on pastoral properties in central and northwestern Victoria and southern New South Wales. Whether Dja Dja Wurrung People lived on their traditional country or elsewhere, they sought to maintain kinship obligations and relations and their connection to their country. Those who lived elsewhere maintained their relationship with kin and country through periodic visits.

The State acknowledges that over time, the policies and practices of successive governments, their agencies, other organisations and individuals substantially obstructed the ability of Dja Dja Wurrung ancestors to practice their traditional law and customs and to access their country and its resources. The dispossession of the Dja Dja Wurrung People and their ancestors from their traditional country prevented Dja Dja Wurrung People from maintaining well-being and from generating and passing down wealth from that country across the generations.

Today, Dja Dja Wurrung People proudly survive. They continue to practice their culture and customs and uphold the obligations of Bunjil's Law. Dja Dja Wurrung People experience a close cultural, spiritual, physical, social, historical and economic relationship with the land and waters that make up their country. The State recognises the traditional and cultural association of Dja Dja Wurrung People to their country today.

The *Constitution Act 1975* of Victoria recognises that Victoria's Aboriginal people have made a unique and irreplaceable contribution to the identity and wellbeing of this State. Dja Dja Wurrung People, as the original custodians of the land covered by this Recognition and Settlement Agreement, will continue to contribute to the well-being of their country and of the State.

In addition, Victoria's *Charter of Human Rights and Responsibilities Act 2006* recognises that Aboriginal people hold distinct cultural rights. These are the rights to: enjoy their identity and culture; maintain and use their language; maintain their kinship ties; and maintain their distinctive spiritual, material and economic relationship with the land and waters and other resources with which they have a connection under traditional laws and customs.

In a constructive step towards reconciliation, the State of Victoria and the Dja Dja Wurrung People have come together in good faith to reach this Recognition and Settlement Agreement and to recognise the traditional owner rights under the *Traditional Owner Settlement Act 2010*, as a means of settlement of the Dja Dja Wurrung native title claims.

The State has reached this Recognition and Settlement Agreement with the Dja Dja Wurrung Clans Aboriginal Corporation as the traditional owner group entity appointed by the Dja Dja Wurrung People to represent them in relation to the area covered by the agreement and for the purposes of the agreement.

This Recognition and Settlement Agreement binds the State of Victoria and the Dja Dja Wurrung People to a meaningful partnership founded on mutual respect. It is a means by which Dja Dja Wurrung culture and traditional practices and the unique relationship of Dja Dja Wurrung People to their traditional country are recognised, strengthened, protected and promoted, for the benefit of all Victorians, now and into the future.

Agreed terms

1. Commencement

- (a) Subject to clause 1(b), this Agreement commences on the Registration Date.
- (b) The Land Use Activity Agreement comes into effect on the date provided for in clause 2(b) of the Land Use Activity Agreement.
- (c) This Agreement includes each agreement identified in Column 1 of the table below, pursuant to the section of the *Traditional Owner Settlement Act 2010* (Vic) specified in the corresponding row of Column 2.
- (d) Each agreement identified in the table below is comprised of the clause of this Agreement referred to in the corresponding row of Column 3, and in any associated schedules and attachments.

Column 1	Column 2	Column 3
Land Agreement	Section 5	Clause 3
Land Use Activity Agreement	Section 6	Clause 4
Funding Agreement	Section 7	Clause 5
Natural Resource Agreement	Section 8	Clause 6

2. Recognition

2.1 Traditional Owner Rights

The Dja Dja Wurrung have the following Traditional Owner Rights in relation to the land in the Agreement Area:

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

which are recognised in accordance with s 9 of the *Traditional Owner Settlement Act 2010* (Vic).

2.2 Notification by the State

- (a) The State will cause a public notice regarding the recognition of the Dja Dja Wurrung as the traditional owners of the Agreement Area to be published.
- (b) The public notice must contain the text set out in Schedule 2.
- (c) The State must publish the notice within three months of the date that this Agreement commences in the publications listed in Schedule 2, unless otherwise agreed by the Parties.
- (d) The State will forward a copy of the public notice to the Commonwealth, local government and other entities listed in Schedule 3, unless otherwise agreed by the Parties.
- (e) The State will provide a copy of the Protocol on Acknowledgements and Welcomes to Country to the persons and entities listed in Schedule 3.

2.3 Protocol on acknowledgements and welcomes to country

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

2.4 Interpretive information

The Parties will develop a protocol in relation to responding to requests for, preparation of, access to and use of interpretive information in relation to the Agreement Area. This protocol will encompass, but will not be limited to, the matters listed in Schedule 5.

2.5 Other recognition measures – Lake Boort

- (a) Within 12 months of the Registration Date, the State and the Corporation agree to commence:
 - (i) development of a plan of management, to be submitted for adoption by the Minister for Environment and Climate Change under s18 of the *Wildlife Act 1975* (Vic) for the control and management of the Reserve for the purposes for which it is reserved; and
 - (ii) negotiation of any other agreed means of promoting the meaningful engagement of the Dja Dja Wurrung in the management of the Reserve.
- (b) The State and the Corporation agree to negotiate a Cultural Heritage Agreement under Part 5 of the *Aboriginal Heritage Act 2006* (Vic) between the State and the Corporation, subject to the Parties' agreement that it is necessary and consistent with the plan of management, referred to above in clause 2.5(a)(i), once completed.
- (c) The State agrees to implement associated on-ground works arising from the approved plan of management under s18 of the *Wildlife Act 1975* (Vic) for the Reserve.

2.6 Local Government Engagement Strategy

The Parties will follow the Local Government Engagement Strategy in Schedule 6.

3. Land

3.1 Grant of estate in fee simple

- (a) The Minister agrees to take all reasonable steps to recommend to the Governor in Council that an estate in fee simple be granted under s 14 of the *Traditional Owner Settlement Act 2010* (Vic) to the Corporation.
- (b) A recommendation will be in relation to the land specified in Schedule 7.
- (c) The proposed grant is to be subject to the conditions specified in Schedule 7.

Note: A copy of any Ministerial consent required by s 12(4)(a) *Traditional Owner Settlement Act 2010* (Vic) is attached at Schedule 8.

3.2 Grant of Aboriginal title

- (a) The Minister agrees to take all reasonable steps to recommend to the Governor in Council that an estate in fee simple of Aboriginal title be granted under s 19 of the *Traditional Owner Settlement Act 2010* (Vic) to the Corporation.
- (b) A recommendation under clause 3.2(a) will be in relation to the land specified in Schedule 9.
- (c) The proposed grant referred to in clause 3.2(a) is subject to:
 - (i) all the limitations and conditions attaching to the grant provided in Division 4 of Part 3 of the *Traditional Owner Settlement Act 2010* (Vic);
 - (ii) in accordance with s 12(5) of the *Traditional Owner Settlement Act 2010* (Vic), the Secretary and the Corporation entering into the Traditional Owner Land Management Agreement before the grant is made; and
 - (iii) the Corporation agreeing to transfer the right pursuant to s 20 of the *Traditional Owner Settlement Act 2010* (Vic) before the grant is made.

Note: A copy of any Ministerial consent required by s 12(4)(b) *Traditional Owner Settlement Act 2010* (Vic) is attached at Schedule 8.

3.3 Transfer of rights to the State over Aboriginal title

The Corporation agrees to transfer to the State the right pursuant to s 20 of the *Traditional Owner Settlement Act 2010* (Vic) to occupy, use, control and manage the whole of any land which is the subject of a grant of fee simple of Aboriginal title pursuant to clause 3.2. This right will be had and enjoyed by the State immediately

upon the grant without the requirement for any further step on the part of the Corporation or for any separate instrument of transfer.

3.4 Condition of the land

- (a) The Corporation acknowledges that it received the information specified in Schedule 10 from the State regarding the condition of the land granted under this clause, in the context of a confidential and without-prejudice mediation, for the purpose of making an informed decision in seeking or accepting the land to which the information relates.
- (b) The Corporation warrants that it has undertaken all reasonable due diligence steps to be satisfied with the condition of the land referred to in clause 3.1 for the purpose of the proposed grants
- (c) From the date that a proposed grant of land referred to in clause 3.1 is made, the Corporation releases and discharges the State from and against all claims, suits, demands and actions of every description whatsoever and whenever occurring which the Corporation has, may have or which may accrue in the future or which, but for this Agreement, the Corporation would or might have against the State as a result of the previous use of the land and from and against all claims for costs and expenses in respect of such claims, suits, demands and actions.
- (d) From the date that a proposed grant of land referred to in clause 3.1 is made, the Corporation indemnifies and holds harmless the State against all loss, damage, liability, claims, suits, demands, financial penalties and actions of every description whatsoever and whenever occurring resulting or arising from the previous use of the land and from and against all claims for costs and expenses in respect of such loss, damage, liability, claims, suits, demands and actions.

3.5 Land Agreement component of Initial Outcomes Review

- (a) The State acknowledges the aspiration of the Dja Dja Wurrung to own and jointly manage as Aboriginal Title lands all current and new parks and reserves under the *National Parks Act 1975* (Vic) and the *Crown Land (Reserves) Act 1978* (Vic) that are managed by Parks Victoria and all State forests under the *Forest Act 1958* (Vic) in the Agreement Area.
- (b) As part of the initial outcomes review under clause 11.2 of this Agreement, the parties agree that the review will consider, but not be limited to:
 - (i) the suitability for transfer under Aboriginal Title of priority sites nominated by the Dja Dja Wurrung Clans Aboriginal Corporation at the time of the initial outcomes review;
 - (ii) the operation and overall performance of the Traditional Owner Land Management Board against performance indicators that may be agreed between the Parties;
 - (iii) the capacity of the Traditional Owner Land Management Board to manage an increase in the geographical coverage of Aboriginal Title;

- (iv) whether further employment positions associated with joint management are warranted; and
- (v) the State's assessment of the availability of funding associated with joint management.

3.6 Letter of support

On the reasonable request of the Corporation, the State will provide a letter of support in relation to any application by the Corporation for:

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

4. Land Use Activity Agreement

The Land Use Activity Agreement forms part of this Agreement.

5. Funding

5.1 Payment of the Funds

- (a) In accordance with s 78(1) of the *Traditional Owner Settlement Act 2010* (Vic), the Funds provided for in this clause are for the purpose of giving effect to this Agreement.
- (b) Subject to clause 5.2, the State will pay \$5,000,000 to the Victorian Traditional Owners Trust, to be held by the Trustee as a Traditional Owners Account within the Trust for and on behalf of the Dja Dja Wurrung.
- (c) Subject to clause 5.3, the State will pay \$3,250,000 to the Corporation for economic development purposes.
- (d) Subject to clause 5.4, the State will provide \$900,000 under the Grant Funding Agreement to the Corporation.

5.2 Participation Agreement

- (a) The State will not pay the Funds specified in clause 5.1(b) until:
 - (i) the Registration Date;
 - (ii) it has received from the Corporation an executed counterpart of the Participation Agreement attached at Schedule 12 as a condition precedent to payment; and
 - (iii) it has received from the Trustee a Tax Invoice for the payment of the Funds.
- (b) The State will pay the Funds specified in clause 5.1(b) within ten Business Days of the conditions specified in clause 5.2(a) being met.
- (c) The State and the Corporation agree that the Minimum Annual Funding Amount to be specified in Schedule 2 of the Participation Agreement should

be a minimum of \$250,000 per annum, adjusted for inflation in accordance with the Trust Deed, for a minimum of twenty years from the commencement of the Participation Agreement.

- (d) The State must do all things necessary to enable the Corporation to comply with clause 5.2(a)(ii).

5.3 Economic Development Funds

- (a) Subject to clause 5.3(b), the State will pay the Funds specified in clause 5.1(c) in accordance with the following payment schedule:
- (i) a first instalment of \$1,083,333 to be paid in the 2014/15 financial year;
 - (ii) a second instalment of \$1,083,333 to be paid in the 2015/16 financial year; and
 - (iii) a third instalment of \$1,083,333 to be paid in the 2016/17 financial year.
- (b) The payment of the Funds specified in clause 5.3(a) will be paid within ten Business Days of receipt of a Tax Invoice from the Corporation subject to:
- (i) the registration of the ILUA
 - (ii) the meeting of milestones set out in the table below.

Payment	Milestones
First instalment	<p><u>Corporate compliance and capacity</u></p> <p>The Corporation has:</p> <ul style="list-style-type: none">○ Employed a full-time Executive Officer and a full-time administrative assistant○ Maintained office premises○ Filed a General Report, Financial Report, and Audit Report with ORIC for the 2011-12 Financial Year○ Held its 2013 Annual General Meeting○ Held a directors meeting at least once every four months in the last 12 months <p><u>Investment Plan</u></p> <p>The Corporation has:</p> <ul style="list-style-type: none">○ Commissioned a suitably qualified professional to develop an Investment Plan for the use of the economic development funds

	<ul style="list-style-type: none"> ○ Provided the State with a draft of the Investment Plan ○ Given reasonable consideration to any State request to reconsider aspects of the Investment Plan, prior to finalising it
Second instalment	<p><u>Corporate compliance and capacity</u></p> <p>The Corporation has:</p> <ul style="list-style-type: none"> ○ Employed a full-time Executive Officer and a full-time administrative assistant ○ Maintained office premises ○ Filed a General Report, Financial Report, and Audit Report with ORIC for the 2012-13 Financial Year ○ Held its 2014 Annual General Meeting ○ Held a directors meeting at least once every four months in the last 12 months <p><u>Investment planning</u></p> <p>The Corporation has:</p> <ul style="list-style-type: none"> ○ Successfully implemented all investment actions specified in the Investment Plan for the 2014/15 Financial Year
Third instalment	<p><u>Corporate compliance and capacity</u></p> <p>The Corporation has:</p> <ul style="list-style-type: none"> ○ Employed a full-time Executive Officer and a full-time administrative assistant ○ Maintained office premises ○ Filed a General Report, Financial Report, and Audit Report with ORIC for the 2013-14 Financial Year ○ Held its 2015 Annual General Meeting ○ Held a directors meeting at least once every four months in the last 12 months <p><u>Investment planning</u></p> <p>The Corporation has:</p> <ul style="list-style-type: none"> ○ Successfully implemented all investment

	actions specified in the Investment Plan for the 2015/16 Financial Year
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- (c) The State will commission an independent review of the Investment Plan commissioned by the Corporation and may, as a result, request reconsideration of aspects of the plan. The Corporation must give reasonable consideration to any State request to reconsider aspects of the Investment Plan, prior to finalising it.
- (d) The State and the Corporation agree that:
 - (i) the Participation Agreement should provide that any Funds specified in clause 5.1(c) of this Agreement that remain unpaid as at 1 July 2017 will be deposited into the Trust, to be held by the Trustee on the terms of the Trust Deed in a Traditional Owners Account with respect to the Dja Dja Wurrung.
 - (ii) Schedule Two of the Participation Agreement should specify that the minimum annual funding amount and minimum term will be adjusted so as to preserve the capital value, in real terms, of any Funds deposited into the Trust under clause 5.3(d)(i) until such time as agreement is reached between the Entity, the State, and the Trustee as to an appropriate use of those funds.

5.4 Grant Funding Agreement

- (a) The State and the Corporation will execute a Grant Funding Agreement as attached at Schedule 13 for the purpose of giving effect to clause 5.1(d).
- (b) The commencement date of the Grant Funding Agreement will be 1 July 2013.

5.5 Mount Barker property

The State agrees to transfer to the Corporation at nil cost the land comprising the segments of the two unmade and unused government road reserves that abut the cadastral boundaries of the freehold property being Lot 2 (PS340286), Parish of Sutton Grange, North Harcourt, Victoria, near Mount Barker ('the Mount Barker property'), subject to the following preconditions being satisfied:

- (a) the Indigenous Land Corporation purchases the Mount Barker property and divests it to the Corporation; and
- (b) the completion of the standard land administration processes for an application to acquire such a reserve (which may or may not result in the closure and transfer of these segments of road reserve).

6. Natural Resources

6.1 Ministerial consultation

- (a) As part of the consultation required by s 80(2) of the *Traditional Owner Settlement Act 2010* (Vic), the Ministers who were consulted were made aware of, among other things, the Access and Use Provisions.
- (b) Following that consultation, the Minister gained the consent of the Ministers who were consulted to the making of this Agreement, as set out in Schedule 14.

6.2 Land to which this clause 6 applies

This clause 6 applies to the Agreement Area.

6.3 Natural Resource Management Participation Strategies

For the purpose of s 80(1)(a) of the *Traditional Owner Settlement Act 2010* (Vic), the Parties will implement the strategies set out in Schedule 16 to enable members of the Dja Dja Wurrung to participate in or obtain employment in the management of Natural Resources in the Agreement Area.

6.4 Access And Use Provisions

- (a) The Access And Use Provisions for the purpose of s 80(1)(b) of the *Traditional Owner Settlement Act 2010* (Vic) are set out in Schedule 17, being the types of uses of and access to Natural Resources in the Agreement Area for Traditional Purposes or for commercial purposes that the Dja Dja Wurrung would like its members to have.
- (b) It is proposed that Authorisation Orders substantially reflecting the drafts in Schedule 17 will take effect no later than the Registration Date. For the purpose of those drafts, Schedule 17 also contains terms and conditions that may be imposed on an Authorisation Order.
- (c) At any time after the signing of this Agreement, an application may be made for a Traditional Owner Recognition Permit to authorise fishing activities that are different from those already authorised in the *Fisheries Act 1995* (Vic) and *Fisheries Regulations 2009* (Vic), in accordance with the protocol in Schedule 20.
- (d) The Corporation acknowledges that a right to camp under a camping authorisation issued under section 86 of the *Traditional Owner Settlement Act 2010* (Vic) is subject to the right to camp of the holder of a permit issued or granted under the Act or regulations under which the land is managed.
- (e) The Corporation must issue the Verification Document provided for in Schedule 19 to Dja Dja Wurrung members who propose to carry out any activities pursuant to any or all of the Authorisation Orders and Traditional Owner Recognition Permit.
- (f) The State will provide to the Corporation in electronic and hardcopy format:

- (i) a document, updated as required, that summarises the rights and obligations contained in the Authorisation Orders that may apply to Dja Dja Wurrung members from time to time; and
 - (ii) any guidelines, information sheets, fact sheets, summaries or other such document published from time to time produced by the State to inform members of the general public of their rights and obligations under applicable legislation and regulations that are relevant to the Authorisation Orders.
- (g) The State will offer and provide regular training and ongoing support to members of the Dja Dja Wurrung regarding the rights and obligations of Dja Dja Wurrung members under the Authorisation Orders, including rights and obligations under applicable legislation and regulations.
- (h) The Parties will design and implement one or more programs to monitor the operation of Authorisation Orders that relate to this Agreement, other than in respect to Game.
- (i) If an Authorisation Order requires that one or more activities carried out under the Order be reported to the Corporation, the Corporation must maintain records of that information in full, and report it to the Regional Environment and Water Manager annually, in a scope and form reasonably acceptable to the Department of Sustainability and Environment.

6.5 Authorisation Order area

The Parties acknowledge that an Authorisation Order or Traditional Owner Recognition Permit made in connection to this Agreement does not apply:

- (a) to any area of land that this clause 6 does not apply to; or
- (b) over an area of land excluded by the terms and conditions of an Authorisation Order.

6.6 Operation of Authorisation Order

- (a) The Parties acknowledge that an Authorisation Order made in connection with this Agreement comes into operation on:
 - (i) the day specified in the order; or
 - (ii) if no day is specified in the order the day after the day on which the order is published in the Victorian Government Gazette.
- (b) The Parties acknowledge that an Authorisation Order made in connection with this Agreement remains in force for the period specified in the order.

6.7 Principles of Sustainability Provisions

For the purpose of s 80(1)(c) of the *Traditional Owner Settlement Act 2010* (Vic), the Parties agree that the principles of sustainability set out in Schedule 15 apply for the purposes of this clause 6 including when the giving use of and access in accordance with s 80(1)(b) is being considered under Division 3 of Part 6 of the *Traditional Owner Settlement Act 2010* (Vic) or other legislation.

6.8 Variations and new Authorisation Orders etc

- (a) The Parties intend that Authorisation Orders, Principles of Sustainability Provisions, and the Natural Resource Management Participation Strategies may be made, varied, replaced and removed from time to time, subject to the provisions of the *Traditional Owner Settlement Act 2010* (Vic).
- (b) The Parties intend that Traditional Owner Recognition Permits may be made, varied, replaced and removed from time to time, subject to the provisions of the Fisheries Legislation.
- (c) The Parties agree to follow the protocol in Schedule 20 in relation to seeking new Authorisation Orders, Traditional Owner Recognition Permits, or other licences or other permits that may be made for this purpose of this clause 6, or varying, replacing or cancelling those orders, licences or permits.
- (d) The State will give the Corporation written reasons for any decision made for the purpose of this clause 6.8 in relation to the making, varying, replacing or cancelling of an Authorisation Order, Traditional Owner Recognition Permit, or other licence or permit that may be made for the purpose of this clause 6.

6.9 Exercise of Traditional Owner Rights

- (a) For the purpose of s 80(1)(d) of the *Traditional Owner Settlement Act 2010* (Vic), Schedule 18 provides for the facilitation of the exercise of Traditional Owner Rights.
- (b) It is proposed that an Authorisation Order substantially reflecting the draft in Schedule 18 will take effect no later than the Registration Date. For the purpose of this draft, Schedule 18 also contains terms and conditions that may be imposed on an Authorisation Order.

6.10 Fisheries exemption

The Parties acknowledge that on the commencement of this Agreement the members of the Dja Dja Wurrung who have been issued a Verification Document in accordance with Schedule 19 are exempt from the requirement to hold a Recreational Fishery Licence when fishing in accordance with the recreational fishing rules described in the Fisheries Legislation.

6.11 Confirmation of membership

For the purposes of s 81 of the *Traditional Owner Settlement Act 2010* (Vic), the Parties agree that the protocol set out in Schedule 19 applies for the purposes of verifying that a person purporting to act under an authorisation, licence, permit or exemption referred to in this clause 6 is a member of the Dja Dja Wurrung.

6.12 No fetter on statutory discretion

For the avoidance of doubt, neither this clause 6 nor any schedule to which it refers is intended to fetter the exercise of any statutory discretion to which clause 6 or any such schedule refers or relates.

6.13 Corporation liability

The Corporation will not be held liable for any action in accordance with, or any breach of, an Authorisation Order by a Dja Dja Wurrung member, provided that the Corporation has properly discharged all relevant statutory and contractual obligations, including those under this clause 6.

7. Economic Development

7.1 Acknowledgement

The Parties acknowledge that one of the purposes of the Settlement Package is to provide and facilitate employment and economic development opportunities for the Corporation, its subsidiaries and Dja Dja Wurrung members.

7.2 Employment

- (a) The Parties acknowledge that as part of the consideration for the Corporation entering into the Settlement Package, the State supports joint management and will fund:
 - (i) employment by a State Agency or the Corporation, of three positions in financial years 2014-15, 2015-16 and 2016-17; and
 - (ii) following the period referred to in clause 7.2(a), employment by a State Agency or the Corporation, of three positions for the duration of the agreement or otherwise to the extent to which this is possible having regard to available funding.
- (b) Clause 7.2(a)(i) and 7.2(a)(ii) are subject to the requirement that the positions are filled by Dja Dja Wurrung members and that the positions involve work related to the management of the Aboriginal title land referred to in clause 3.2.
- (c) If a person is employed under clause 7.2(a) by a State Agency, the State Agency will determine the salary and other terms and conditions of employment for the position.
- (d) If a person is employed under clause 7.2(a) by the Corporation, it is a condition precedent to the Corporation receiving any funding for the employment of that person that it enter into a funding agreement with the State, which will specify the amount of funding to be provided to the Corporation and other terms and conditions upon which the funding will be provided.

7.3 Other economic development

- (a) The Parties acknowledge the intention of the Indigenous Land Corporation to contribute to the settlement of the Native Title claims of the Dja Dja Wurrung, including funding for the purchase of a depot, and plant and equipment for the Dja Dja Wurrung Enterprises Pty Ltd.
- (b) The State agrees to engage the Dja Dja Wurrung Enterprises Pty Ltd to deliver on-ground environmental services on Public Land (excluding areas

under Aboriginal title) within the Agreement Area to a value of not less than \$500,000 over 2013-14, 2014-15 and 2015-16.

- (c) The Parties acknowledge the economic development objective of:
 - (i) the contributions of the Indigenous Land Corporation outlined in clause 7.3(a);
 - (ii) the engagement by the State of the Dja Dja Wurrung Enterprises Pty Ltd, outlined in clause 7.3(b);
 - (iii) the Funds specified in clause 5.1(c); and
 - (iv) the Funds specified in clause 5.1(d), in particular the employment of a Business Planning and Workforce Development Manager.
- (d) The Parties agree that the matters referred to clause 7.3(c) are intended to benefit all current and future Dja Dja Wurrung members by supporting the Corporation to develop and grow sustainable and independent sources of income that enable the Corporation to reduce its reliance on income derived from the Funds specified in clause 5.1(b), and to support skills development and employment opportunities for Dja Dja Wurrung members. In particular, the Funds specified in clause 5.1(c) are for the purpose of investing in economic development opportunities to be identified through the development by the Corporation of the Investment Plan.

7.4 Economic development component of Initial Outcomes Review

As part of the initial outcomes review under clause 11.2 of this Agreement, the Parties agree that the review will consider, but not be limited to:

- (a) The implementation of the Investment Plan, and any successor plans;
- (b) The outcomes associated with the Investment Plan, and any successor plans, and the matters referred to in clause 7.3(c);
- (c) Access by the Corporation, its subsidiaries and Dja Dja Wurrung members to State and Commonwealth programs that relate to economic development in the Agreement Area or to Indigenous economic development, including future opportunities to align Dja Dja Wurrung aspirations and investments with State and Commonwealth priorities, investments and approval processes.

8. Consideration and State to deliver benefits under the Settlement Package

- (a) In consideration for the Corporation entering into the Settlement Package, the State has agreed to deliver the Settlement Package to the Corporation.
- (b) In consideration for the State entering into the Settlement Package, the Corporation has agreed to the terms of the Settlement Package.
- (c) The Parties agree to exercise all powers available to them, do all acts, matters and things and sign, execute and deliver all documents and

instruments which are necessary or reasonably required to give full force and effect to the provisions of the Settlement Package and will perform the obligations referred to in those agreements in accordance with the terms of those agreements.

9. Compliance by Corporation's members

The Corporation will not cause or suffer to be done by any of its members any act or omission that would be in breach of the Settlement Package, or any Authorisation Order, Traditional Owner Recognition Permit, licence or other permit issued to give effect to the Access And Use Provisions.

10. Implementation Plan

The Parties will follow the Implementation Plan for the Settlement Package in Schedule 21.

11. Review

11.1 Implementation review

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

11.2 Initial outcomes review

- (a) Within 5 years of the Registration Date, or as otherwise agreed by the Parties, the Parties will commission a review of the outcomes of the Settlement Package by a suitably qualified reviewer to be appointed by, and on terms agreed by the Parties.
- (b) The review will consider any issues raised by the Parties or other bodies consulted during the review and make recommendations as to remedial action required or other action to be taken in relation to such issues.
- (c) The Parties must engage in good faith negotiations arising from the review in relation to changes that might be made to the Settlement Package or ancillary matters related to the agreements.
- (d) The reasonable costs of the review will be met by the State.

11.3 Periodic outcomes review

- (a) Within five years of the completion of the initial outcomes review under clause 11.2, the Parties will jointly review, or commission the review, of the outcomes of the Settlement Package.
- (b) The Parties will after the first periodic outcomes review jointly review the Settlement Package at agreed intervals.

- (c) If the Parties do not agree on a review date in accordance with clause 11.3(b), then either Party may call for a review after five years has lapsed since the previous periodic outcomes review.
- (d) The Parties may at any time by agreement jointly conduct or commission a periodic outcomes review.
- (e) During each periodic outcomes review the Parties agree to engage in good faith negotiations in relation to any changes that might be made to the Settlement Package or ancillary matters related to the agreements.

12. Notice of Breach

- (a) If, in the reasonable opinion of a Party (in this clause 12, '**first party**'), another Party has breached a condition of this Agreement (in this clause 12, '**other party**'), the first party may serve a notice in writing on that other party (in this clause 12, '**notice**').
- (b) A notice must specify the nature of the breach and nominate a reasonable period within which the other party must rectify the breach.
- (c) If the breach is not remedied in accordance with the notice, the first party may refer the matter for resolution in accordance with clause 13.

13. Dispute resolution

13.1 Parties must follow dispute resolution procedure

- (a) If a Dispute arises between the Parties, the Parties agree to attempt to resolve the Dispute pursuant to this clause before commencing any proceedings in relation to the Dispute in any court or tribunal.
- (b) This clause does not prevent a Party from seeking interlocutory injunctive relief.
- (c) The provisions of this clause 13 do not apply to any review of the Settlement Package pursuant to clause 11.

13.2 Notice of Dispute

- (a) If a Dispute arises between the Parties, the Party who alleges the existence of the Dispute must by notice in writing to the other Party, refer the Dispute to a dispute resolution panel constituted pursuant to clause 13.2(b). The notice must adequately identify, and provide details of, the Dispute.
- (b) The dispute resolution panel must consist of:
 - (i) two persons nominated by the State; and
 - (ii) two persons nominated by the Corporation.

13.3 Meeting of the panel

If a Dispute is referred to the dispute resolution panel under clause 13.2(a), the panel must meet with a view to resolving the Dispute within 10 Business Days of service of the notice of Dispute, or such other time as the Parties agree.

13.4 Mediation

- (a) If the dispute resolution panel does not resolve the Dispute within 10 Business Days of its first meeting pursuant to clause 13.3 or within such other time as the Parties agree, a Party may refer the matter to mediation by giving notice in writing to the other Party.
- (b) If the matter is referred to mediation, the Parties will jointly appoint an appropriately qualified mediator from the Federal Court of Australia's 'List of Native Title Mediators'.
- (c) If the Parties do not agree on a mediator pursuant to clause 13.4(b), the Parties agree to jointly request the Chairperson of the Victorian Bar Council to appoint an appropriately qualified mediator from the Federal Court of Australia's 'List of Native Title Mediators'.
- (d) The Parties must cooperate fully with the mediator and use their best endeavours to reach agreement within a reasonable time.
- (e) Where the Dispute relates to an issue which by its nature is likely to arise with respect to other Traditional Owner Groups in the State of Victoria, the State must pay the mediator's reasonable fees and expenses. Otherwise, the Parties must pay an equal share of the mediator's reasonable fees and expenses.

13.5 Agreement continues

The Parties will continue to perform and observe their respective obligations under this Agreement pending resolution of a Dispute under this clause 13.

14. Variation

- (a) This Agreement may only be varied by the Parties by mutual agreement in writing.
- (b) Without derogating from clause 14(a), the Parties may vary any deadlines in this Agreement by an exchange of letters.

15. Agreement to bind the Corporation's successors

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

16. State's Obligations Conditional

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

17. General

17.1 Communications

- (a) The Parties will send any correspondence or notices in connection with this Agreement to the relevant Party's representative specified in Schedule 22 .
- (b) A Party may change its contact details from time to time by notice in writing to the other Party.
- (c) Any correspondence or notices in connection with this Agreement shall be taken to be delivered or served as follows:
 - (i) in the case of delivery in person or by courier, when delivered;
 - (ii) in the case of delivery by post, two Business Days after the date of posting;
 - (iii) in the case of facsimile transmission, on receipt by the sender of a transmission report from the despatching machine showing: the date of transmission, the relevant number of pages, the correct telephone number of the destination facsimile machine and the result of the transmission as satisfactory; and
 - (iv) in the case of electronic mail, if the message is correctly addressed to and successfully transmitted to that party's electronic mail address (e-mail address), when acknowledgment of receipt is recorded on the sender's computer.

17.2 Entire understanding

The Settlement Package contains the entire understanding between the Parties as to its subject matter. There are no other representations, warranties, explanations, arrangements or understandings, (whether written or oral, express or implied, or before or after the signing of this Agreement) between the Parties which qualify or supplement the written terms of this Agreement.

17.3 Counterparts

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

17.4 Governing Law

- (a) This Agreement is governed by Law.
- (b) The Parties irrevocably and unconditionally submit to the jurisdiction of the courts of the State of Victoria and any courts that may hear appeals from

those courts and waive any right to object to proceedings being brought in those courts.

17.5 Compliance with Laws

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

17.6 Time to act

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

17.7 Severability

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

18. Definitions and Interpretation

18.1 Definitions

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

Access And Use Provisions has the same meaning as in s 80(1)(b) of the *Traditional Owner Settlement Act 2010* (Vic), and are provided for under clause 6.4.

Agreement means this agreement including any schedules, annexures, and appendices to this agreement. To be clear, this Agreement does not include the Traditional Owner Land Management Agreement or the Indigenous Land Use Agreement.

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

Applicants means the applicants in Federal Court proceedings VID6006/1998, VID6001/1999, VID6003/1999 and VID6001/2000.

Authorisation Order has the same meaning as in s 79 of the *Traditional Owner Settlement Act 2010* (Vic).

Authorised Officer has the same meaning as in s 81 of the *Traditional Owner Settlement Act 2010* (Vic).

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

Corporation means the Dja Dja Wurrung Clans Aboriginal Corporation (Indigenous Corporation Number 4421), or any successor entity, being a Traditional Owner Group Entity.

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

Distribution has the same meaning as in the Participation Agreement.

Dja Dja Wurrung and **Dja Dja Wurrung People** mean the traditional owner group that consists of Aboriginal persons (Dja Dja Wurrung traditional owners) who:

- (a) are descended by birth or cultural adoption through either parent from Aboriginal ancestors identified as being associated with Dja Dja Wurrung country during the mid-nineteenth century by birth, place of burial and/or other connection, such as living on Dja Dja Wurrung country; and
- (b) have activated inherited rights as traditional owners through:
 - (i) self-identifying as a Dja Dja Wurrung person by asserting to be a Dja Dja wurrung person; and
 - (ii) having an active association with Dja Dja Wurrung country, at minimum demonstrated by showing interest in Dja Dja Wurrung business and country; and
- (c) being recognised and accepted by other Dja Dja Wurrung traditional owners:
 - (i) as a member of the Dja Dja Wurrung; or
 - (ii) through demonstrating how a person satisfies paragraphs (a) and (b).

The identified ancestors are set out in Schedule 23. The **Dja Dja Wurrung** are the Traditional Owner Group for this Agreement.

Entity has the same meaning given to that term in the Participation Agreement (being the Dja Dja Wurrung Clans Aboriginal Corporation (Indigenous Corporation Number 4421))

Fauna has the same meaning as in the *Flora and Fauna Guarantee Act 1988* (Vic).

Fish has the same meaning as in s 5 of the *Fisheries Act 1995* (Vic).

Fisheries Legislation means the *Fisheries Act 1995* (Vic) and any Regulations made under that Act.

Flora has the same meaning as in the *Flora and Fauna Guarantee Act 1988* (Vic).

Forest Produce has the same meaning as in the *Forests Act 1958* (Vic).

Funds means some or all of the funds referred to in clause 5.1.

Grant Funding Agreement means the agreement referred to in clause 5.4.

Implementation Plan means the plan set out in Schedule 21.

Indigenous Land Use Agreement or **ILUA** means the indigenous land use agreement under the *Native Title Act 1993* (Cth) in Attachment 2 entered into between the Applicants, the Corporation and the State, and which forms part of the Settlement Package.

Interpretive Information Protocol means the protocol referred to in clause 2.4.

Investment Plan means the investment plan that is required to be commissioned by the Corporation under clause 5.3

Land Use Activity Agreement means the land use activity agreement in Schedule 11 and which forms part of this Agreement.

Law means:

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

Local Government Engagement Strategy means the strategy provided for under clause 2.6.

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

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

Native Title and **Native Title Rights and Interests** have the same meaning as in s 223 of the *Native Title Act 1993* (Cth).

Natural Resources has the same meaning as in s 79 of the *Traditional Owner Settlement Act 2010* (Vic).

Natural Resource Management Participation Strategy means a strategy prepared pursuant to clause 6.3.

Participation Agreement means the agreement substantially in the form set out in Schedule 12 which will be entered into between the Corporation, the State and the Trustee.

Parties means the Parties to this Agreement.

Principles of Sustainability Provisions means the principles of sustainability under clause 6.7.

Protected Flora has the same meaning as in the *Flora and Fauna Guarantee Act 1988* (Vic).

Protocol on Acknowledgements and Welcomes to Country means the protocol provided for under clause 2.3.

Public Land has the same meaning as in s 3 of the *Traditional Owner Settlement Act 2010* (Vic).

Recreational Fishery Licence means a licence under s 45 of the *Fisheries Act 1995* (Vic).

Register of Indigenous Land Use Agreements has the same meaning as in s 253 of the *Native Title Act 1993* (Cth).

Registration Date means the date of registration of the Indigenous Land Use Agreement on the Register of Indigenous Land Use Agreements.

Relevant Land Ministers means, in relation to the Public Land to which an Authorisation Order referred to in clause 6 relates, all the Ministers administering the Acts under which the Public Land is managed.

Relevant Natural Resource Ministers means, for a:

- (a) flora and fauna authorisation, the Minister administering the *Flora and Fauna Guarantee Act 1988* (Vic);
- (b) hunting authorisation, the Minister administering the *Wildlife Act 1975* (Vic);
- (c) forest authorisation, the Minister administering the *Forests Act 1958* (Vic);
- (d) water authorisation, the Minister administering the *Water Act 1989* (Vic);
and
- (e) camping authorisation, the Relevant Land Ministers.

Reserve means the Lake Boort Wildlife Reserve.

Settlement Package means the agreements entered into by the Parties in settlement of the Native Title determination applications in Federal Court proceeding numbers VID6006/1998, VID6001/1999, VID6003/1999 and VID6001/2000, being the Indigenous Land Use Agreement, the Traditional Owner Land Management Agreement and this Agreement.

State Agency means:

- (a) a government department;
- (b) a public statutory authority;
- (c) a government business enterprise; or
- (d) a committee of management where the Secretary of a State Agency is appointed as the committee of management,

but does not include any local government body.

Tax Invoice has the same meaning given to that term in the *A New Tax System (Goods and Services) Act 1999* (Cth).

Traditional Owner Group has the same meaning as in the *Traditional Owner Settlement Act 2010* (Vic).

Traditional Owner Group Entity has the same meaning as in the *Traditional Owner Settlement Act 2010* (Vic).

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

Traditional Owner Recognition Permit means a permit issued under the *Fisheries Act 1995* (Vic) or *Fisheries Regulations 2009* (Vic) that authorises the Dja Dja Wurrung members to undertake fishing activities that are different from the regulations that apply more generally to recreational fishing, and that reflect traditional practices.

Traditional Owner Right means the traditional owner rights recognised under clause 2.1 of this Agreement.

Traditional Owners Account has the same meaning as in the Trust Deed.

Traditional Purposes has the same meaning as in s 79 of the *Traditional Owner Settlement Act 2010* (Vic).

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

Trustee has the same meaning as in the Trust Deed.

Trust Deed means the deed dated 3 October 2011 establishing the Victorian Traditional Owners Trust.

Verification Document means a written document or other physical item on which is marked words, figures, letters or symbols and which complies with the protocol in Schedule 19.

Wildlife has the same meaning as in the *Wildlife Act 1975* (Vic).

18.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) an expression defined in the *Traditional Owner Settlement Act 2010* (Vic) has the same meaning when used in this Agreement;
- (b) a reference to any person includes a reference to that person's personal representatives, successors and transferees (whether by assignment, novation or otherwise pursuant to Law);
- (c) a reference to any group includes a reference to the members of that group from time to time;
- (d) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation or instruments of a legislative character issued under, that legislation or legislative provision;
- (e) the singular includes the plural and vice versa;

- (f) a reference to an individual or person includes a company, corporation, partnership, firm, joint venture, association (whether incorporated or not), body, authority, trust, state or government and vice versa;
- (g) a reference to a part, clause, sub-clause, schedule, or attachment is to a part, clause sub-clause, schedule or attachment of or to this Agreement;
- (h) the 'Background' paragraphs form part of this Agreement;
- (i) a reference to any agreement, arrangement, understanding, document, deed or protocol is to that agreement, arrangement, understanding, document, deed or protocol (and, where applicable, any provisions) as amended, novated, supplemented or replaced from time to time;
- (j) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (k) headings are included for convenience and do not affect the interpretation of this Agreement; and
- (l) an agreement, representation or warranty on the part of or in favour of 2 or more persons binds or is for the benefit of them jointly and severally.

Executed as a Deed

Signed, sealed and delivered by the
Honourable Robert Clark, MP, Attorney-
General, for and on behalf of the **State of
Victoria** in the presence of:





Witness (Signature)

Elizabeth Jeanette Powell
Name of Witness (Printed)

Date 28 March 2013

Signed, sealed and delivered for and on
behalf of **Dja Dja Wurrung Clans
Aboriginal Corporation** (ICN 4421) in
accordance with section 99-5 of the
*Corporations (Aboriginal And Torres Strait
Islander) Act 2006* (Cth)



Signature of Director

RONALD THOMAS KERR
Full Name of Director (Printed)



Signature of Director

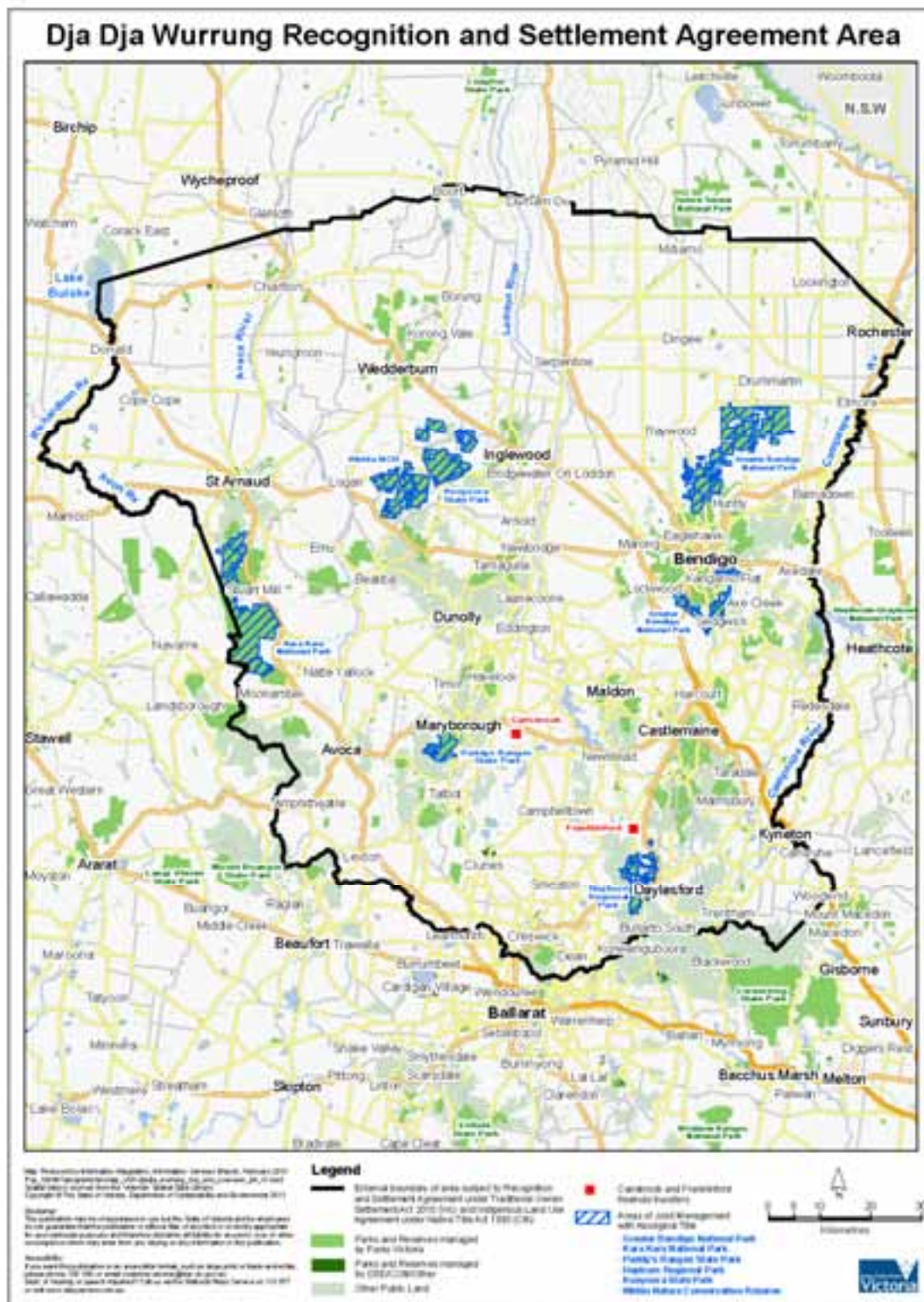
Graham Atkinson
Full Name of Director (Printed)

Date 28 March 2013

Date 28 March 2013

Schedule 1 Agreement Area

Written Description and Map



External boundary description

(Prepared by Geospatial Services, National Native Title Tribunal, 25 March 2013.)

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

Commencing at a point within Lake Buloke at Longitude 142.958419° East, Latitude 36.259125° South and extending generally north easterly to a point on the centreline of Avoca River at Latitude 36.169881° South; then generally south easterly along that river to Latitude 36.170953° South; then easterly to the junction of the Jeruk River Road and Hobbs Road; then easterly along the centreline of Hobbs Road to the Boort – Charlton Road; then northerly and generally easterly along the centreline of that road to Whittaker Lane; then generally northerly along the centreline of that lane to the Boort – Wycheproof Road; then north westerly along the centreline of that road for about 140 metres to again Whittaker Lane; then generally northerly along the centreline of that lane to Latitude 36.102250° South; then generally easterly through a point at Longitude 143.716667° East, Latitude 36.100000° South to the centreline of the Boort – Kerang Road at Latitude 36.099845° South; then generally southerly along the centreline of that road to the Boort – Yando Road; then generally north easterly and generally easterly along the centreline of that road to the southern boundary of Allotment 1 on TP342620; then generally easterly along the southern boundaries of that allotment and Allotment 2 on TP668356, Allotment 2 on TP127482, Allotment 29, Section D in the Parish of Boort, Allotment 1 on TP219370, Allotment 1 on TP946523, again Allotment 1 on TP219370, Allotment 1 on TP863172 to its south east corner; then onwards to the centreline of the Loddon River Road; then generally south easterly along the centreline of that road to the Boort – Pyramid Road; then generally easterly along centreline of that road to the Loddon Valley Highway at Durham Ox; then across that highway to the Mologa – Durham Ox Road; then generally south easterly along the centreline of that road, the Bendigo – Pyramid Road, again the Mologa - Durham Ox Road, Mitiamo – Kerang Road, Boyds Pit Road, Mitiamo – Forest Road, Leechs Road, Mitiamo – Kow Swamp Road, Allens Lane, Wason Road, Clayton Road, Trimby Road and Echuca – Mitiamo Road to Longitude 144.515615° East (being in the vicinity of Palmer Road); then generally south easterly through Longitude 144.624766° East, Latitude 36.291375° South and Longitude 144.702843° East, Latitude 36.349049° South to the centreline of the Campaspe River at Latitude 36.351124° South (at Rochester); then generally south westerly along the centreline of that river to the Knowsley – Eppalock Road; then continuing generally southerly through Lake Eppalock along the centreline of the former river course to again meet the Campaspe River; then continuing generally southerly along the centreline of that river to where it crosses the Calder Freeway south of Carlsruhe; then generally south easterly along the centreline of Calder Freeway to Latitude 37.332399° South; then southerly to Longitude 144.553998° East, Latitude 37.350911° South; then south westerly to a point on the centreline of Burnt Mill Road at Longitude 144.423598° East; then generally north westerly along the centreline of that track for about 240 metres to an unnamed track; then generally north westerly along a series of unnamed tracks, generally following the ridge of the Great Dividing Range (as it is defined in the Dja Dja Wurrung Clans Aboriginal Corporation Registered Aboriginal Parties area boundary) for about 3.6 kilometres to Firth Road at Latitude 37.436348° South; then generally northerly along the centreline of that road for about 1 kilometre to Mill Road; then generally westerly along the centreline of that road for about 460 metres to XL Track; then generally northerly along the centreline of that track to its end at an unnamed track at Latitude 37.418918° South; then generally westerly along the centreline of that unnamed track for about 660 metres to its end; then generally westerly along the southern boundaries of the Dja Dja Wurrung Clans Aboriginal Corporation Registered Aboriginal Parties area until the eastern extent of an unnamed track at approximately Longitude 144.343787° East, Latitude 37.415804° South; then generally north westerly along the centreline of that track to Countess Track; then generally northerly along

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the centreline of that track to Jim Dunn Track; then generally north westerly along the centreline of that track and Countess Road to Blackwood Road; then generally southerly along the centreline of that road and Old Blackwood Road to Tower Track; then generally south westerly along the centreline of that track to Latitude 37.426057° South; then westerly to the junction of Morris Lane and Beaches Lane; then generally north westerly along the centreline of Beaches Road to again Blackwood Road; then generally northerly along the centreline of that road to Kearneys Road; then generally westerly along the centreline of that road for about 2.2 kilometres to an unnamed track (located between Pines Track and Frenchman Track) at Longitude 144.264002° East; then generally south westerly along the centreline of that track to Frenchman Track; then generally southerly along the centreline of that track for about 300 metres to an unnamed track at Latitude 37.426006° South; then generally north westerly along the centreline of that track to Roach Road; then generally south westerly along the centreline of that road to Thomas Track; then generally north westerly along the centreline of that track to Pearces Road; then generally westerly, southerly and generally westerly along the centreline of that road, South Bullarto Road and Leonards Hill-South Bullarto Road to Longitude 144.169016° East; then generally westerly through the following coordinate points:

Longitude (East)	Latitude (South)
144.168847	37.419321
144.168603	37.419342
144.168378	37.419331
144.168127	37.419268
144.167881	37.419106
144.167711	37.418906
144.167394	37.418716
144.167171	37.418504
144.167008	37.418356
144.166517	37.418110
144.165877	37.417853
144.165467	37.417758
144.164912	37.417696
144.164203	37.417619
144.163802	37.417648
144.163429	37.417713
144.162825	37.417923
144.162257	37.418129
144.161773	37.418264
144.161104	37.418377
144.160360	37.418426

Then westerly to Leonards Hill-South Bullarto Road at Longitude 144.160221° East; then continuing generally westerly along the centreline of that road to Longitude 144.142023° East; then generally south westerly through the following coordinate points:

Longitude (East)	Latitude (South)
144.142013	37.421048
144.141762	37.421533

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Longitude (East)	Latitude (South)
144.141739	37.422098
144.141630	37.422525
144.141487	37.422838
144.140968	37.423283
144.140571	37.423787
144.140417	37.424260
144.140046	37.424858
144.139660	37.425456
144.139436	37.425991
144.139163	37.426394
144.138774	37.426778
144.138192	37.427115
144.137762	37.427402
144.137004	37.427870
144.136593	37.428152
144.136043	37.428363
144.135403	37.428601
144.134750	37.428720
144.134162	37.428787
144.133842	37.428647
144.133458	37.428413
144.132916	37.428098
144.132527	37.427843
144.132021	37.427546
144.131613	37.427366
144.131092	37.427222
144.130560	37.427026
144.130030	37.426725
144.129341	37.426261
144.128768	37.425885
144.128225	37.425615
144.127585	37.425370
144.127084	37.425181
144.126294	37.424809
144.126043	37.424609
144.125771	37.424376
144.125370	37.424034
144.125072	37.423796
144.124789	37.423626
144.124377	37.423412
144.123701	37.423203
144.123384	37.423251
144.122767	37.423296

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Longitude (East)	Latitude (South)
144.122332	37.423452
144.121781	37.423575
144.121347	37.423776
144.120938	37.424112
144.120518	37.424580
144.120162	37.425158
144.119866	37.425623
144.119545	37.426026
144.119110	37.426323
144.118484	37.426683
144.117602	37.427032
144.116786	37.427253
144.116126	37.427387
144.115758	37.427495
144.115441	37.427591
144.115105	37.427743
144.114768	37.427999
144.114482	37.428393
144.114357	37.428742
144.114364	37.429123
144.114421	37.429463
144.114538	37.429855
144.114621	37.430299
144.114685	37.430568
144.114917	37.430844
144.115216	37.431100
144.115535	37.431351
144.115870	37.431602
144.116131	37.431811
144.116468	37.432068
144.116797	37.432315
144.117022	37.432499
144.117040	37.432617
144.117020	37.432715
144.116924	37.432770
144.116821	37.432812
144.116658	37.432811
144.116478	37.432820
144.116218	37.432827
144.115794	37.432778
144.115454	37.432766
144.115129	37.432763
144.114762	37.432811

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Longitude (East)	Latitude (South)
144.114544	37.432864
144.114290	37.432938
144.113974	37.432986
144.113501	37.433000
144.112663	37.432945
144.111914	37.432912
144.111073	37.432870
144.110341	37.432854
144.109624	37.432939
144.109080	37.433070
144.108704	37.433298
144.108450	37.433457
144.108295	37.433595
144.108057	37.433687
144.107767	37.433780
144.107378	37.433844
144.106972	37.433886
144.106660	37.433882
144.106461	37.433922
144.106262	37.433961
144.105981	37.434055
144.105568	37.434161
144.105370	37.434192
144.105107	37.434211
144.104804	37.434225
144.104451	37.434202
144.104281	37.434176
144.104065	37.434107
144.103883	37.434016
144.103716	37.433938
144.103545	37.433879
144.102912	37.433787
144.102521	37.433842
144.102389	37.433994
144.102214	37.434237
144.101973	37.434616
144.101801	37.435023
144.101783	37.435350
144.101912	37.435699
144.101857	37.436076
144.102258	37.436348
144.102452	37.436715
144.102538	37.437115

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Longitude (East)	Latitude (South)
144.102426	37.437599
144.102318	37.437968
144.102236	37.438351
144.102136	37.438799
144.101915	37.439225
144.101776	37.439558
144.101637	37.440052
144.101810	37.440369
144.102148	37.440646
144.102313	37.440860
144.102634	37.441215
144.102690	37.441619
144.102595	37.441879
144.102308	37.442195
144.101924	37.442442
144.101539	37.442649
144.101034	37.442789
144.100626	37.442822
144.100239	37.442717
144.099969	37.442656
144.099523	37.442616
144.099168	37.442590
144.098533	37.442575
144.098233	37.442648
144.097904	37.442720
144.097566	37.442861
144.097349	37.443046

Then south westerly to Leonards Hill – Barkstead Road at Latitude 37.443257° South; then generally south westerly along the centreline of that road to Rocklyn Road; then generally south westerly along the southern boundaries of the Dja Dja Wurrung Clans Aboriginal Corporation Registered Aboriginal Parties area to Codes Forrest Road at Longitude 143.906146° East, then generally north westerly along the centreline of that road and Kellys Lane to Latitude 37.464584° South; then generally north westerly through the following coordinate points:

Longitude (East)	Latitude (South)
143.857582	37.464454
143.857555	37.464423
143.857244	37.464222
143.856844	37.463836
143.856517	37.463535
143.856273	37.463269
143.855791	37.462924

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Longitude (East)	Latitude (South)
143.855228	37.462542
143.854883	37.462367
143.854654	37.462275
143.854408	37.462187
143.853827	37.461988
143.853361	37.461853
143.852457	37.461615
143.851328	37.461415
143.850309	37.461336
143.849469	37.461376
143.849463	37.461375
143.849300	37.461396

Then westerly to Blackmore Road at Longitude 143.846167° East; then generally westerly along the centreline of Blackmore Road and Sulky Road to Gillies Road; then generally north westerly along the southern boundaries of the Dja Dja Wurrung Clans Aboriginal Corporation Registered Aboriginal Parties area to North South Track at Longitude 143.460795° East; then generally northerly along the centreline of that track and Ben Major Track to Latitude 37.310767° South; then generally north easterly and generally north westerly along the southern boundaries of the Dja Dja Wurrung Clans Aboriginal Corporation Registered Aboriginal Parties area (through the peak of Granite Hill) to again Ben Major Track at Latitude 37.295259° South; then generally north westerly and generally south westerly along the centreline of that track to Amphitheatre Road; then southerly along the centreline of that road to Flint Gully Road; then generally westerly along the centreline of that road to Longitude 143.374060° East; then generally north westerly and generally westerly along the top of the main ridge for about 2.5 kilometres as it is defined in the Wathaurung Aboriginal Corporation Registered Aboriginal Parties area boundary to the intersection of Little Breakneck Road, Fortes Road and F1a Road; then generally south westerly and generally northerly along the centreline of F1a Road, Forte Road, Tower Road, Hills Road, again Tower Road to its intersection with Mount Lonarch Road and continuing generally northerly along an unnamed track (as defined in the Victorian 1:25,000 topographic vector data) to the northern boundary of Allotment 4A, Section C in the Parish of Amphitheatre; then westerly along the northern boundary of that allotment to the centreline of a road reserve located east of the eastern boundary of Allotment 27, Section Z in the Parish of Amphitheatre; then generally north westerly along the centreline of that road reserve and onwards to the southern boundary of the Parish of Glenlogie; then generally westerly and generally northerly along the boundaries of that parish to Keiths Road; then generally north easterly along the centreline of that road to the prolongation easterly of the northern boundary of Allotment 22, Section A in the Parish of Glenpatrick; then westerly to the north eastern corner of that allotment; then westerly and generally northerly along the western boundaries of the Parish of Glenlogie to a corner at Latitude 37.175279° South; then generally northerly and generally north easterly through the following coordinate points:

Longitude (East)	Latitude (South)
143.324681	37.174990
143.324673	37.174719
143.324704	37.174369
143.324511	37.174046

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Longitude (East)	Latitude (South)
143.324497	37.173584
143.324598	37.173211
143.324502	37.172840
143.324435	37.172492
143.324381	37.172110
143.324243	37.171730
143.324116	37.171270
143.324093	37.171000
143.324229	37.170828
143.324343	37.170421
143.324528	37.170000
143.324840	37.169644
143.325077	37.169549
143.325183	37.169311
143.325127	37.168872
143.325123	37.168738
143.325466	37.168437
143.325795	37.168161
143.326212	37.167972
143.326681	37.167658
143.326880	37.167249
143.327282	37.167072
143.327721	37.166669
143.328178	37.166412
143.328283	37.166184
143.328297	37.165700
143.328174	37.165341
143.328230	37.164901
143.328235	37.164585
143.328057	37.164318
143.327835	37.163950
143.327800	37.163726
143.327845	37.163342
143.327892	37.163070
143.327611	37.162636
143.327392	37.162359
143.327428	37.162166
143.327644	37.161858
143.327927	37.161469
143.328341	37.161190
143.328790	37.161114
143.329283	37.161127
143.329730	37.161028

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Longitude (East)	Latitude (South)
143.330049	37.160853
143.330249	37.160488
143.330011	37.160053
143.329848	37.159808
143.329834	37.159347
143.329880	37.159007
143.330096	37.158722
143.330709	37.158473
143.331121	37.158172
143.331420	37.157828
143.331678	37.157496
143.331734	37.157022
143.331854	37.156793
143.332189	37.156697
143.332542	37.156746
143.333047	37.156680
143.333711	37.156317
143.334114	37.156118
143.334543	37.155823
143.334915	37.155599
143.335067	37.155285
143.335152	37.154876
143.335551	37.154523
143.335837	37.154310
143.336383	37.154160
143.336802	37.154100
143.337151	37.153842
143.337428	37.153344

Then northerly to Point Patrick Track at Longitude 143.337624° East; then generally easterly and generally north easterly along the centreline of that track and Main Break to Latitude 37.135863° South; then generally north westerly passing through Longitude 143.348250° East, Latitude 37.105785° South to the centreline of Main Break at Longitude 143.338303° East; then generally westerly and generally north westerly along the centreline of that track and Blue Mountain Track to Barkly Track; then generally north easterly along the centreline of that track to Wild Dog Track; then continuing generally north easterly along that track for about 1.4 km to an unnamed track at a peak marked 540 in the as defined in the Victorian 1:25,000 topographic vector data; then generally northerly along that unnamed track to Salt Patch Track; then generally westerly along the centreline of that track to the eastern boundary of the Parish of Barkly; then northerly along that parish boundary to Latitude 37.004535° South; then generally northerly through the following coordinate points:

Longitude (East)	Latitude (South)
143.249710	37.004341
143.249310	37.004071

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Longitude (East)	Latitude (South)
143.248830	37.003451
143.248537	37.002882
143.248479	37.002476
143.248448	37.001927
143.248347	37.001488
143.248095	37.001158
143.247626	37.000868
143.246828	37.000654
143.246291	37.000279
143.245955	36.999841
143.245735	36.999419
143.245374	36.998908
143.245153	36.998468
143.244923	36.997695
143.244833	36.996994
143.244801	36.996533
143.244788	36.996090
143.244525	36.995637
143.244142	36.995344
143.243955	36.995047
143.243908	36.994661
143.243751	36.993562
143.243716	36.992977
143.243667	36.992520
143.243752	36.991788
143.243866	36.991414
143.244000	36.991097
143.244254	36.990663
143.244619	36.990327
143.244915	36.990092
143.245040	36.989956
143.245092	36.989792
143.245202	36.989447
143.245364	36.989226
143.245523	36.988922
143.245598	36.988434
143.245589	36.988120
143.245486	36.987664
143.245368	36.987308
143.245214	36.986910
143.244952	36.986501
143.244779	36.986060
143.244587	36.985606

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Longitude (East)	Latitude (South)
143.244466	36.985108
143.244490	36.984735
143.244655	36.984288
143.245035	36.983866
143.245538	36.983370
143.245722	36.982966
143.245728	36.982566
143.245533	36.981983
143.245280	36.981258
143.245125	36.980832
143.245228	36.980114
143.245251	36.979670
143.245306	36.979111
143.245472	36.978693
143.245567	36.978291
143.245447	36.977864
143.245209	36.977625
143.244593	36.977322
143.244163	36.977230
143.243870	36.976978
143.243558	36.976669
143.243156	36.976362
143.242591	36.975943
143.242154	36.975623
143.241754	36.975373
143.241226	36.974996
143.240971	36.974815
143.240859	36.974631
143.240798	36.974389
143.240840	36.974002
143.240865	36.973644
143.240625	36.973334
143.240584	36.973163
143.240629	36.972861
143.240760	36.972487
143.240977	36.971982
143.241108	36.971579
143.241256	36.971147
143.241474	36.970685
143.241482	36.970341
143.241431	36.969813
143.241295	36.969429
143.241137	36.968932

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Longitude (East)	Latitude (South)
143.241017	36.968490
143.241078	36.968117
143.241298	36.967727
143.241539	36.967436
143.241727	36.967161
143.242113	36.966924
143.242464	36.966746
143.242815	36.966539
143.243273	36.966373
143.243928	36.966189
143.244424	36.966094
143.244594	36.965804
143.244741	36.965344
143.244909	36.964997
143.245170	36.964778
143.245520	36.964556
143.245960	36.964376
143.246531	36.964366
143.247042	36.964184
143.247583	36.963788
143.248197	36.963447
143.248508	36.963098
143.248742	36.962550
143.248907	36.962117
143.249017	36.961614
143.249090	36.961055
143.249216	36.960495
143.249485	36.959946
143.249689	36.959599
143.250015	36.959163
143.250183	36.958817
143.250371	36.958556
143.250398	36.958255
143.250580	36.957779
143.250766	36.957432
143.251072	36.956911
143.251525	36.956559
143.252154	36.956147
143.252785	36.955777
143.253259	36.955511
143.253682	36.955345
143.254601	36.955084
143.255309	36.954914

Longitude (East)	Latitude (South)
143.256132	36.954397

Then north easterly to the westernmost corner of Allotment 4A, Section K in the Parish of Redbank (being a corner of the Kara Kara National Park); then generally northerly, generally westerly and generally northerly again along the boundaries of that national park to the southernmost corner of Allotment 26B, Section E in the Parish of Barkly; then westerly along the boundary of that allotment to its westernmost corner; then north easterly across Frenchmans – St Arnaud Road to the southernmost corner of Allotment 26A, Section E in the Parish of Barkly; then north westerly, north easterly and easterly along the boundaries of that allotment and onwards to the centreline of Frenchmans – St Arnaud Road; then generally north easterly along that road to Latitude 36.908991; then easterly to a corner of Allotment 54A, Section E in the Parish of Barkly at Latitude 36.909080° South; then generally easterly along the northern boundaries of that allotment to its eastern most corner, being a point on the boundary of the Kara Kara National Park; then easterly and generally north westerly along the western boundaries of that national park to the southern boundary of the Parish of Boola Boloke; then easterly along the southern boundary of that parish to Longitude 143.251864° East; then north westerly to a point on the Avon River at Beazleys Bridge at Longitude 143.166672° East; then generally north westerly along the centreline of that river to Latitude 36.695433° South (this section of the agreement area excludes any area which is subject to the VI2004/008 Wotjobaluk Jaadwa Jadawadjali Wergaia and Jupagulk ILUA); then continuing generally north westerly along the centreline of the Avon River to where it enters the Richardson River; then generally north easterly along the centreline of that river to Longitude 142.954154° East, being a point about 300 metres south of the southern shoreline of Lake Buloke; then northerly back to the commencement point.

Exclusions

The agreement area excludes any area covered by VI2004/008 Wotjobaluk Jaadwa Jadawadjali Wergaia and Jupagulk ILUA as registered on 11 November 2005.

Note

Data Reference and source

- Agreement boundary data compiled by National Native Title Tribunal based on data sourced from Department of Sustainability and Environment.
- Cadastre data sourced from Public Sector Mapping Agency (July 2012) or from Vicmap data supplied by Spatial Vision under licence from Department of Sustainability and Environment (2010).
- Parish boundary data sourced from Department of Sustainability and Environment, VIC (2006).

Schedule 1 Agreement Area

- Roads and watercourses based on Topographic vector data (1:25,000) sourced from Department of Sustainability and Environment, VIC.
- Registered Aboriginal Parties (RAP) boundaries sourced from Aboriginal Affairs Victoria, Department of Planning and Community Development, VIC (March 2013).
 - Dja Dja Wurrung Clans Aboriginal Corporation Registered Aboriginal Parties area as per the amendment made to the registered area on 7 February 2013.
 - Wathaurung Aboriginal Corporation Registered Aboriginal Parties area boundary as registered on 25 May 2009.
- VI2004/008 Wotjobaluk Jaadwa Jadawadjali Wergaia and Jupagulk ILUA as registered on 11 November 2005.

Reference datum

Geographical coordinates have been provided by the NNTT Geospatial Services and are referenced to the Geocentric Datum of Australia 1994 (GDA94), in decimal degrees and are based on the spatial reference data acquired from the various custodians at the time

Use of Coordinates

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

Schedule 2 Notification by the State (Clause 2.2)

- Agreed Draft Text:

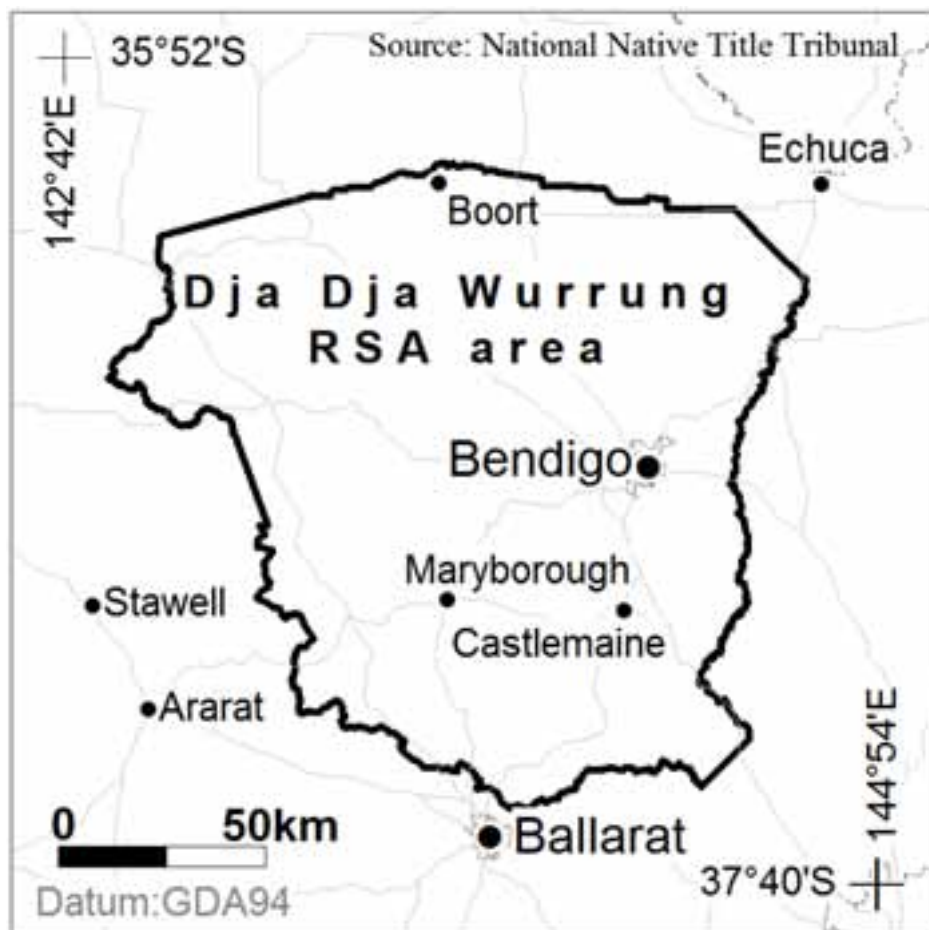
Department of Justice

[insert emblem]

Traditional Owner Settlement Act 2010

Recognition and Settlement Agreement reached with the DJA DJA WURRUNG

The State of Victoria gives notice that it has entered into a Recognition and Settlement Agreement (the Agreement) under the *Traditional Owner Settlement Act 2010* (Vic.) (the TOS Act) with the **Dja Dja Wurrung Clans Aboriginal Corporation** (ICN 4421) (the Corporation) as the “traditional owner group entity” appointed by the Dja Dja Wurrung traditional owner group to represent it for these purposes. The Agreement recognises the Dja Dja Wurrung as the “traditional owner group” in the Agreement area (see map below).



The Agreement only applies to Crown land. There is no impact on private land and all existing rights in Crown lands are protected. The Agreement includes the granting to the Corporation of 'Aboriginal Title' of some national parks and reserves to be jointly managed with the State.

The Corporation can be contacted by **email** on info@ddwcac.com.au, by **telephone** on (03) 5444-2888 and by **mail** at PO Box 1026, Bendigo, Victoria, 3552.

For further information, visit www.justice.vic.gov.au and follow the links to Your Rights/Indigenous Victorians/Native Title, or contact the Native Title Unit by telephone on (03) 8684-1038 or by email nativetitle@justice.vic.gov.au

National Publications:

- Koori Mail

Regional/Local Publications:

- Bendigo Advertiser
- Sunbury Leader
- Kyneton Midland Express
- Woodend Macedon Ranges Guardian
- St Arnaud North Central News
- Castlemaine Mail
- Maryborough Advertiser.

Schedule 3 Specific Notifications (Clause 2.2)

The Parties agree:

- To send the notice in Schedule 2 within three months of the commencement of the Recognition and Settlement Agreement, or at a time otherwise agreed by the Parties, to the specific entities below.

Specific entities are:

Local	Local Government	Aboriginal organisations
	Central Goldfields Shire	Ballarat and District Aboriginal Cooperative Ltd
	Hepburn Shire	Bendigo and District Aboriginal Cooperative Ltd
	Mount Alexander Shire	Goolum Goolum Aboriginal Cooperative Ltd
	Loddon Shire	Wathaurong Aboriginal Cooperative Ltd
	City of Greater Bendigo	Rumbalara Aboriginal Cooperative Ltd
	Northern Grampians Shire	Budja Budja Aboriginal Cooperative Ltd
	Pyrenees Shire	
	Macedon Ranges Shire	
	Ballarat (including City of Ballarat)	
	Buloke Shire	
	Campaspe Shire	
	Moorabool Shire	
General		
Powercor	Victorian National Parks Association	Victorian Gem Club Association
Ergon Energy	Australian Dairy Farmer's Federation Ltd	Professional Fishing Instructors and Guides Association
Energy Australia	Parks Victoria	Victorian Local Governance Association
Minerals Council of Australia (Victorian Division)	ANTaR	Australian Dried Fruits Association
Prospectors and Miners Association of Victoria	Trust for Nature (Vic)	Forest Protection Society
Australian Petroleum Production and Exploration Association (APPEA)	National Parks Advisory Council	Reconciliation Victoria, Inc
Australian Pipeline Industry Association	Institute of Foresters of Australia (Victorian Division)	Timber Communities Australia
Victorian Farmers Federation	Country Fire Authority	Victorian Water Ski Association
Victorian Apiarists Association (Beekeepers Association)	The Australian Deer Association	The Wilderness Society
Victorian Association of Forest Industries	World Wildlife Fund for Nature	Victoria Naturally
Victorian Recreational Fishing Peak Body	Timber Towns Victoria	Victorian Employers Chamber of Commerce and Industry
Municipal Association of Victoria	Environmental Defenders Office	Victoria Tourism Industry Council
Field & Game Australia Inc (Victorian Branch)	Australian Conservation Foundation	Telstra
Department Families, Housing, Community Services and Indigenous Affairs (Victorian	Department of Education, Employment and Workplace Relations (Victorian Head Office)	Indigenous Land Corporation

Recognition and Settlement Agreement
for the recognition of the Dja Dja Wurrung and settlement of native title claims

Schedule 3 Specific Notifications (Clause 2.2)

Head Office)		
Indigenous Business Australia	VicForests	VicTrack
VicRoads	Victorian Local Governance Association	Concrete, Cement and Aggregates Association
Construction Material Processors Association	Geothermal Energy Association	Jemena
SP Ausnet	APA Group	Coliban Water
Goulbourn Valley Water	Grampians Wimmera Mallee Water	Central Highlands Water
Western Water	North Central Catchment Management Authority	
Aboriginal representative bodies	Native Title Claim or Traditional Owner Groups	
Local Indigenous Networks	Barengi Gadjin Land Council Aboriginal Corporation	Taungurung Clans Aboriginal Corporation
National Congress of Australia's First People	Bangerang Cultural Centre Aboriginal Cooperative Ltd	Taungurung Traditional Owner Group
Victorian Traditional Owner Land Justice Group		Wamba Wamba, Barapa Barapa and Wadi Wadi Claim Group
National Native Title Council	Eastern Maar Aboriginal Corporation	Wathaurung Aboriginal Corporation
National Indigenous Working Group on Native Title	Gunaikurnai Land and Waters Aboriginal Corporation	Wurundjeri Tribe Land and Compensation Cultural Heritage Council Inc
Koorie Heritage Trust, Inc.	Gunditj Mirring Traditional Owners Aboriginal Corporation	Yorta Yorta Nation Aboriginal Corporation
Kinaway – Victorian Aboriginal Chamber of Commerce	Martang Pty Ltd	

Schedule 4 Protocol on Acknowledgements and Welcomes to Country (Clause 2.3)

1. Introduction

This protocol is between the State of Victoria and the Dja Dja Wurrung Clans Aboriginal Corporation ('the Corporation') as the "traditional owner group entity" appointed by the Dja Dja Wurrung for the purposes of the Recognition and Settlement Agreement (the Agreement) under the *Traditional Owner Settlement Act 2010* (Vic).

The State of Victoria is committed to the process of reconciliation and working in partnership with Aboriginal Victorians to meet the goals identified in the *Victorian Aboriginal Affairs Framework 2013-2018*. The *Constitution Act 1975* (Vic) recognises that Victoria's Aboriginal peoples are the original custodians of the land on which the Colony of Victoria was established. Affirming the unique status of Victoria's Aboriginal people as the descendants of Australia's first people, the Victorian Constitution also recognises the spiritual, social, cultural and economic relationship that the Aboriginal people of Victoria have with their traditional lands and waters.

Delivery of Acknowledgements and inviting Dja Dja Wurrung to provide Welcomes to Country shows respect for Dja Dja Wurrung as the recognised Traditional Owner group for the Agreement area. It gives effect to the State's obligation under section 19(2) of the *Charter of Human Rights and Responsibilities Act 2006* (Vic), which protects the Dja Dja Wurrung's rights to enjoy and maintain their language, cultural practices and identity, kinship ties and distinct connection to land and waters.

Acknowledgements, Welcomes to Country and other Dja Dja Wurrung cultural services provide an opportunity to educate and culturally enrich the lives of visitors to Dja Dja Wurrung country. Continuing to build understanding and respect for Aboriginal cultures and traditions, which are part of the collective heritage of Victoria, strengthens the relationship between Aboriginal and other Victorians and contributes to better outcomes for all Victorians.

2. Welcomes to Country and other Dja Dja Wurrung Cultural Services

(a) What is a Welcome to Country?

A Welcome to Country generally consists of a speech by a representative of the Dja Dja Wurrung, but may include other cultural practices such as traditional song, music, dance and smoking ceremonies.

Under their traditional laws and customs, the Dja Dja Wurrung have a responsibility to welcome visitors to their country.

(b) When may a Welcome to Country be appropriate?

A Welcome to Country may be appropriate for major official events sponsored by the State and occurring within the Agreement area, where members of the public, representatives of government and/or the media are present. Examples of major official events include:

- (i) Public Cabinet meetings and Parliamentary committee sittings;
- (ii) commemorations and major festivals (where 'major festival' includes any festival that has a regional or wider target);
- (iii) major launches of government policies and programs;
- (iv) conferences held or sponsored by the Victorian Government;
- (v) international events of which the Victorian Government is an organiser or sponsor;
- (vi) citizenship ceremonies;
- (vii) major and international sporting events, and
- (viii) major and international artistic events including exhibitions and performances

Where State-sponsored events occur within the Agreement area, the responsible State agency may request a Welcome to Country.

Arrangements for, and the content of, Welcomes to Country should be negotiated between the State agency and the Corporation to ensure appropriateness in the circumstance.

- Where a State agency or authority is primarily responsible for a major official event in the Agreement area, that agency will consider whether it wishes to include a Welcome to Country. Where a Welcome to Country is desired, the agency will invite the Corporation to provide a Welcome to Country for inclusion in that event.

(c) What is a cultural service?

In addition to Welcomes to Country, Dja Dja Wurrung cultural services include (but are not limited to) traditional ceremonies, music and dance performances, cultural awareness training and education. These services provide an important opportunity for building awareness and understanding of the Dja Dja Wurrung as the Traditional Owner group for the Agreement area and as part of Victoria's history and community.

The relevant State agency agrees to consider the advice of the Corporation about what other cultural services, in addition to Welcomes to Country, may be appropriate for a major official event in the Agreement area for which that agency is primarily responsible.

(d) Who is to conduct Welcomes to Country and provide Dja Dja Wurrung cultural services?

Cultural services of the Dja Dja Wurrung Traditional Owner group, including Welcomes to Country, are conducted by persons nominated by the Corporation. The Corporation has a policy to engage members across all Dja Dja Wurrung Family Groups when determining who is an appropriate Dja Dja Wurrung person, which incorporates a fair registration and roster system.

(e) Requests for Welcomes to Country and Dja Dja Wurrung cultural services

All requests for Dja Dja Wurrung cultural services, including Welcomes to Country, within the Agreement area should be directed to a person nominated by the Corporation, or if no person is nominated, the Chief Executive Officer.

Requests should be in writing and identify:

- (i) The name and contact details of the State agency making the request;
- (ii) A description, including purpose, of the event at which the Welcome to Country or other Dja Dja Wurrung cultural service is required;
- (iii) The date, time and place of the event.

Upon receipt of the request, the Corporation will identify a representative of the Dja Dja Wurrung Traditional Owner group who is available to deliver a Welcome to Country or other cultural service requested.

A State agency may request that a particular Dja Dja Wurrung individual or group deliver the Welcome to Country or other cultural service and the Corporation will make all reasonable attempts to meet their request. If the State agency does not make a specific request, the Corporation will select a person based on the rostered

system outlined in their General Cultural Heritage Management Policy and Procedure.

- The State will direct its requests for any Dja Dja Wurrung cultural services, including Welcomes to Country, within the Agreement area to the person nominated by the Corporation or, if no person is nominated, the Chief Executive Officer.

(f) Notice required

The Corporation requires reasonable notice to consider any requests for Welcomes to Country or other Dja Dja Wurrung cultural services.

- The State will allow reasonable time between the date of making the request and the date of the event for which they require the Welcome to Country or other Dja Dja Wurrung cultural service.
- The Corporation will respond to the request within a reasonable time.

(g) Fees for Welcome to Country and other cultural services

Where the Corporation receives a request to conduct a Welcome to Country or provide other cultural services, it will advise those making the request of the relevant fee in its current Schedule of Rates.

Fees for all cultural services are set out in the Registered Aboriginal Party Business Plan and reviewed annually.

Where any party requesting a Welcome to Country or other cultural service cancels that request within 7 days of the agreed date of conducting the Welcome to Country or cultural service, the Corporation will charge 50% of the fee in its current Schedule of Rates.

3. Acknowledgement of the Dja Dja Wurrung as Traditional Owners

(a) What is an Acknowledgement of Country?

An Acknowledgement of Country is a statement. It is made by people who are not Traditional Owners of the Agreement area on which an event is being held. An Acknowledgement of Country acknowledges and pays respect to the Traditional Owners of the Agreement area.

(b) When may an Acknowledgement of the Dja Dja Wurrung as Traditional Owners be appropriate?

State agencies and authorities may wish to include Acknowledgements of Traditional Owners in events held within, or in publications relating to, the Agreement area.

An Acknowledgement of the Dja Dja Wurrung as Traditional Owners can be made by anyone at the beginning of a meeting, event or publication occurring within or concerning the Agreement area.

An Acknowledgement is particularly appropriate at the commencement of major official events occurring within the Agreement area.

Acknowledgements of the Dja Dja Wurrung as the Traditional Owner group of the Agreement area should generally include the following elements:

- an acknowledgement of the Dja Dja Wurrung Traditional Owners and their ancestors/forebears as the Traditional Owners of the land and waters in the Agreement Area, and
- a statement of respect for their Elders, past and present

Where a State agency decides to provide an Acknowledgement, it may choose to consult and gain approval from the Corporation in relation to, any written Acknowledgements, and provide to the Corporation the option of submitting a foreword by its Chairperson in place of a written Acknowledgement.

- State agencies and authorities or their representatives may choose to deliver an Acknowledgment in the Agreement area in accordance with this protocol
- The State commits to promoting understanding about the importance of making Acknowledgements to the Dja Dja Wurrung Traditional Owners including by reference to this protocol in the Aboriginal / Koori inclusion or reconciliation action plans of State agencies.

4. Distribution of the Protocol

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

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

Schedule 5 Interpretive information Protocol (Clause 2.4)

The protocol will be developed in accordance with timeframes identified in the Implementation Plan. The content of the Interpretive Information Protocol may include:

- (a) a requirement that requests for interpretive information directly relating to the Dja Dja Wurrung traditional owner group shall be made to the Corporation;
- (b) guidelines as to what constitutes sufficient detail on the nature and purpose of the interpretive information requested;
- (c) a process for preparing interpretive information:
 - (i) whether by the Corporation or someone nominated by the Corporation;
 - (ii) if prepared by someone nominated by the Corporation, how the endorsement by the Corporation of the final version be obtained;
 - (iii) how the person or entity requesting the interpretive information provides input into the preparation of the information;
 - (iv) guidelines for reasonable fees payable for the preparation of interpretive information by the Corporation or their nominee; and
 - (v) how access to interpretive information owned by the Corporation may be granted by the Corporation.
- (d) a requirement that the development of interpretive information directly relating to the Dja Dja Wurrung traditional owner group involves the Corporation throughout the process, including
 - (i) identifying opportunities and developing proposals;
 - (ii) developing the scope, interpretive concept and design;
 - (iii) production and installation;
 - (iv) maintenance and evaluation;
 - (v) whether in relation to new interpretive information, or the review, replacement or improvement of existing interpretive information.
- (e) guidelines as to retaining the copyright status of any interpretive information produced by the Corporation or their nominee.
- (f) whether the protocol will apply in areas under the direction of a Traditional Owner Land Management Board established under the Traditional Owner Land Management Agreement, and if so, the relationship between the Board, the Corporation, and of the person who requests the interpretive information.

Schedule 6 Local Government Engagement Strategy (Clause 2.6)

1. Local governments have the potential to offer significant on-ground and practical means by which to improve the economic and social standing of Aboriginal people and communities within their municipal boundaries.
2. The State has a role in facilitating the development of relationships, both formal and informal, between local governments (councils) and Aboriginal people and communities. At the time of commencement of the Recognition and Settlement Agreement, the State department with primary responsibility for local government and Aboriginal affairs is the Department of Planning and Community Development (DPCD).
3. The Dja Dja Wurrung Recognition and Settlement Agreement area (Agreement Area) encompasses parts of twelve different council areas. Where the Dja Dja Wurrung Clans Aboriginal Corporation (Corporation) seeks to engage with any or all of those councils, the State will facilitate initiating contact and the development of a relationship.
4. After commencement of the Recognition and Settlement Agreement, at a time that is reasonably acceptable to the State and the Corporation (but within three years of the commencement of the Recognition and Settlement Agreement), representatives of the Corporation and DPCD (or other relevant department) will meet to commence discussions for the development of a plan for DPCD, where reasonably practicable, to facilitate the Corporation to develop relationships with relevant local councils for the purposes of progressing actions as listed in Table A.

Table A

	Action
A	Local government compliance with relevant legislation and agreements in relation to public and private land management, including the Land Use Activity Agreement and the <i>Aboriginal Heritage Act 2006</i> (including through training of local government personnel)
B	Educating local government in relation to the role of the Corporation as the Registered Aboriginal Party under the <i>Aboriginal Heritage Act 2006</i> for the Agreement Area and building partnerships for the maintenance and protection of significant sites
C	Engagement by local government with the Corporation in relation to the management of parks and reserves for which relevant councils are the land manager
D	Development of a Reconciliation Action Plan with the assistance of Reconciliation Australia
E	Contracting by local government of the Corporation and/or its subsidiaries to perform natural resources management or other work for which the Corporation and/or its subsidiaries have relevant expertise

	Action
F	Flying the Aboriginal flag
G	Acknowledging the Dja Dja Wurrung as traditional custodians of relevant areas in official documents and websites and seeking welcomes to country for council events (by adoption of the Protocol on Acknowledgements and Welcomes to Country contained in the Recognition and Settlement Agreement)
H	Adoption of traditional Dja Dja Wurrung names for new local roads, bridges and public spaces in relevant council areas in consultation with the Corporation
I	Installation of appropriate signage and interpretive information to recognise Dja Dja Wurrung as the traditional owners for the Agreement Area
J	Support for the development of cultural awareness strategies and projects (such as local history research, language preservation)
K	Encourage the use of the strategic planning tools available within the planning system to protect places of significant Aboriginal cultural heritage
L	Education of the broader community about the Dja Dja Wurrung People, customs, language, spirituality and history

Schedule 7 Grant of estate in fee simple (Clause 3.1)

The land to which clause 3.1 applies is as follows:

Land at Franklinford

Description

0.8094 hectare (8,094 square metres) being Crown Allotment 1, Section 21, Township of Franklinford, Parish of Franklin, County of Talbot.
Certificate of Title Volume 9476, Folio 332.

Land at Carisbrook

Description

55.4 hectares or thereabouts being Part of Crown Allotments 19, 20 and 21, Section 2, Parish of Carisbrook, County of Talbot.
General Law Title Book 758, Folio 716.

Conditions:

The grant of an estate in fee simple in the parcels of land under section 14 of the *Traditional Owner Settlement Act 2010* (Vic) is subject to the condition under section 15(c) of the *Traditional Owner Settlement Act 2010* (Vic) that the estate is to be held by the Corporation on trust for the Dja Dja Wurrung.

Schedule 8 Ministerial consent to the grant of land (Clause 3.1 and 3.2)

I, Gordon Rich-Phillips MLC, as the Minister administering Division 6 of Part I of the Land Act 1958, for the purposes of sections 12(4)(a) of the Traditional Owner Settlement Act 2010 consent to the making of this Recognition and Settlement Agreement including a Land Agreement under Part 3 of that Act between the State of Victoria and the Dja Dja Wurrung Clans Aboriginal Corporation (Indigenous Corporation Number 4421).


Gordon Rich-Phillips MLC
Assistant Treasurer
Dated 8/3/13

I, Ryan Smith MP, for the purposes of sections 12(4)(b) of the *Traditional Owner Settlement Act 2010* consent to the making of this Recognition and Settlement Agreement including a Land Agreement under Part 3 of that Act between the State of Victoria and the Dja Dja Wurrung Clans Aboriginal Corporation (Indigenous Corporation Number 4421).


Ryan Smith MP
Minister for Environment and Climate Change
Dated 5/3/13

Schedule 9 Grant of Aboriginal title (Clause 3.2)

1. Sites

The land to which clause 3.2 applies is as follows:

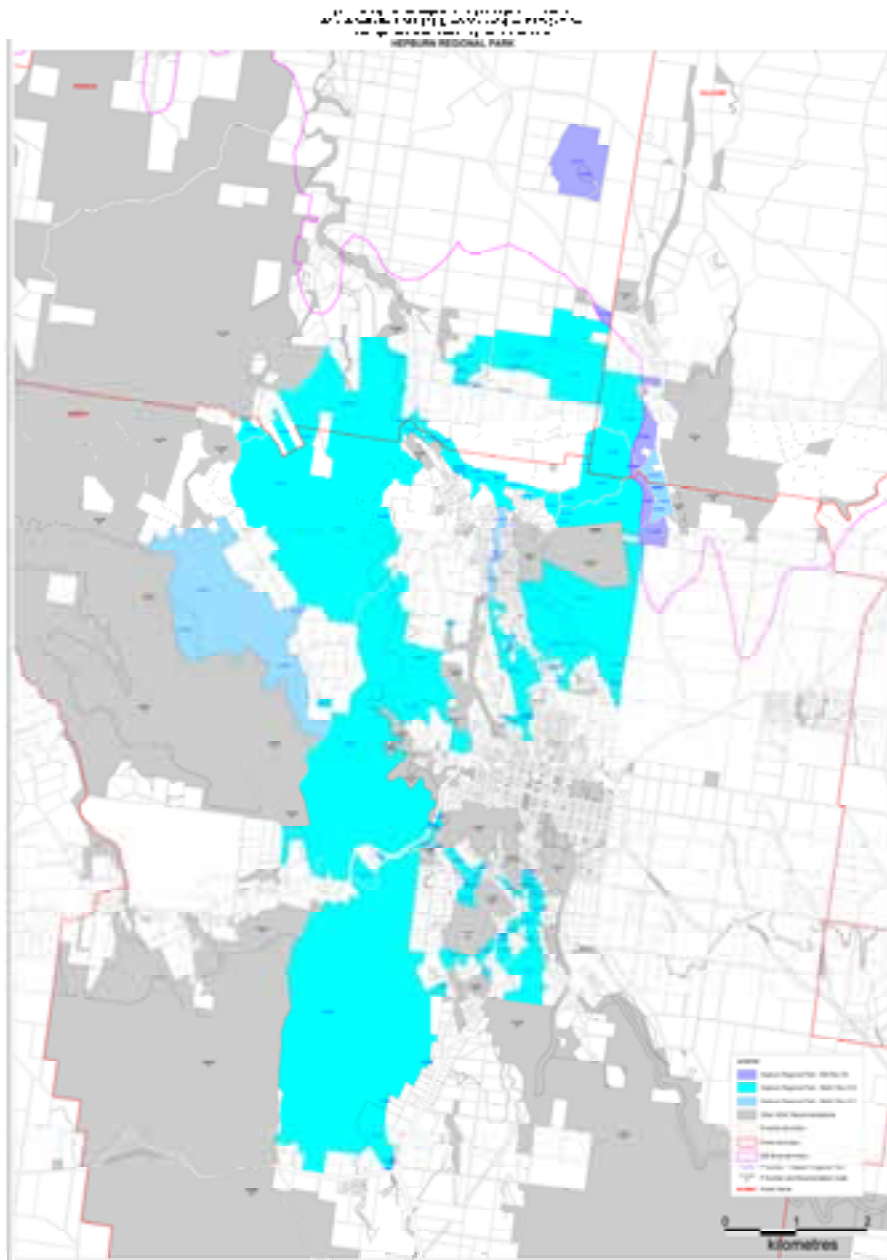
1.1 Hepburn Regional Park

Land Description

The pieces or parcels of land containing 3 733 hectares, more or less, and being referred to in final recommendations A10 and A11 of the Melbourne Area District 1- Review Final Recommendations, dated June 1987, by the Land Conservation Council.

Maps

See Map 1. This is an indicative map only because many areas have not been precisely surveyed. The exact description of the park will be subject to final survey by the Surveyor-General and any variations, road excisions, easements and other adjustments that may be necessary for the purposes of creating the park.



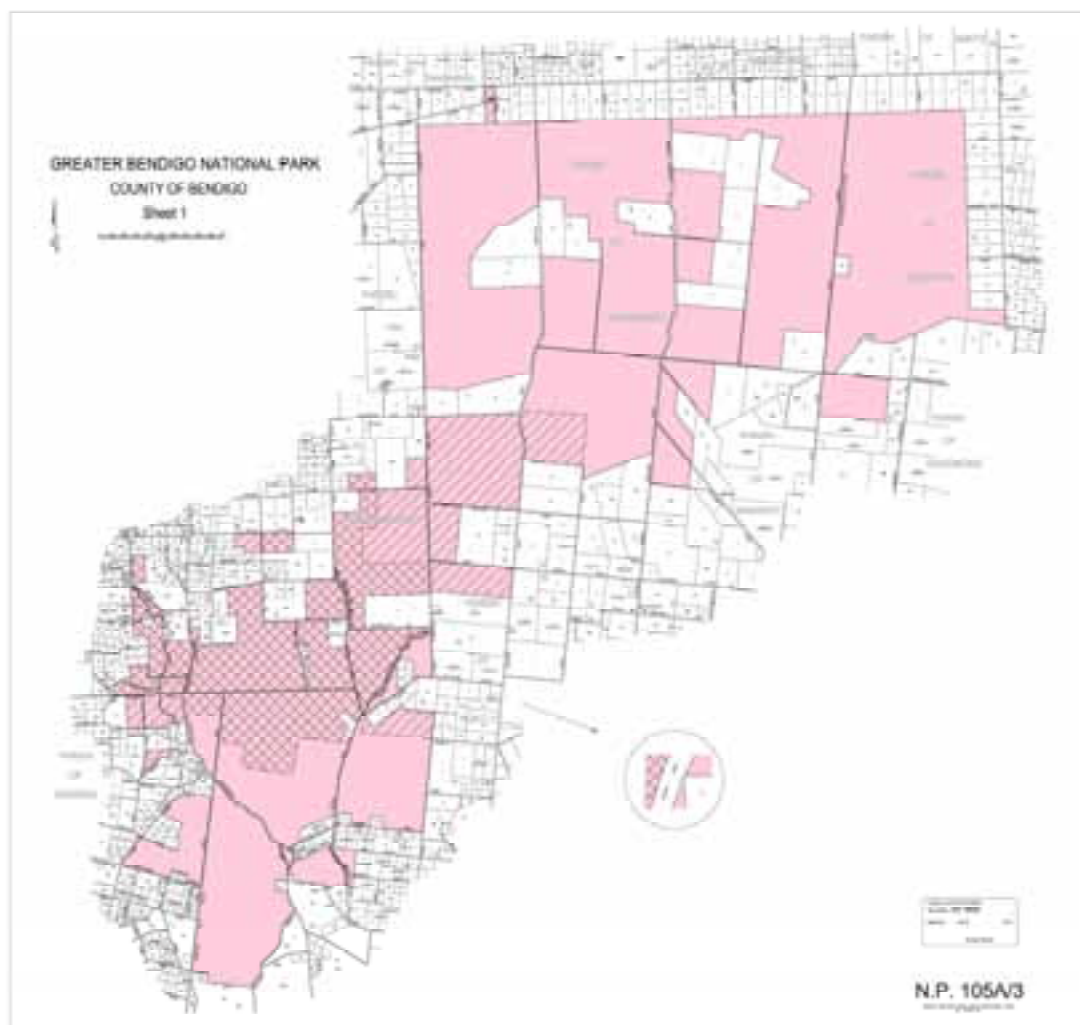
1.2 Greater Bendigo National Park

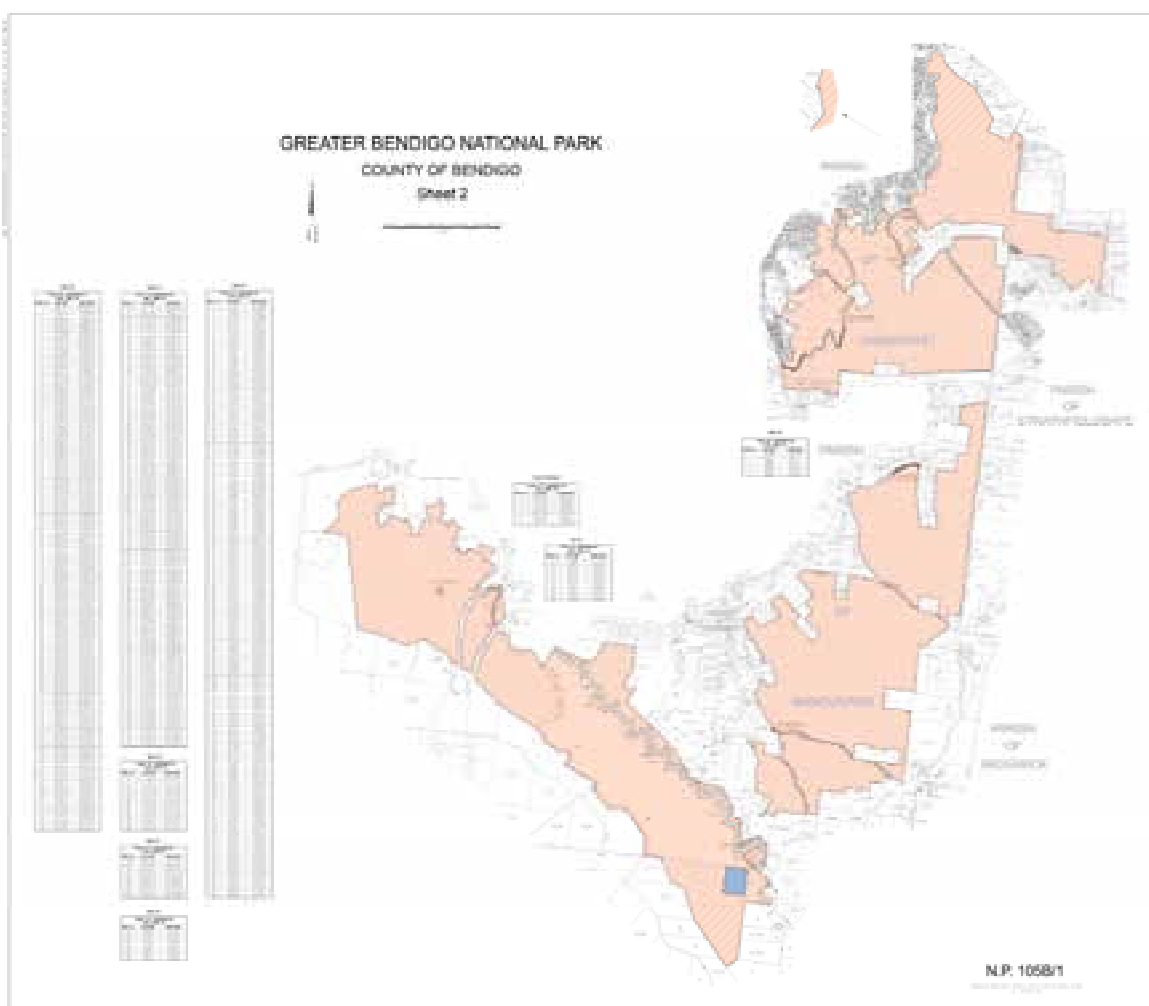
Land Description

All those pieces and parcels of land containing 17 340 hectares, more or less, situate in the Parishes of Bagshot, Egerton, Huntly, Lockwood, Mandurang, Neilborough, Nerring, Sandhurst, Strathfieldsaye and Whirrakee, County of Bendigo, being the land delineated and coloured pink or coloured yellow or coloured blue in plans lodged in the Central Plan Office and numbered N.P. 105A/3 and N.P. 105B/1 and, in the case of the land shown by hatching or cross-hatching on those plans, that is at or above a depth of 100 metres below the land surface and, in the case of that part of Crown Allotments 260K and 260U, Section H, Parish of Sandhurst that is included in the park, that is at or above a depth of 100 metres below the land surface.

Maps

See Map 2





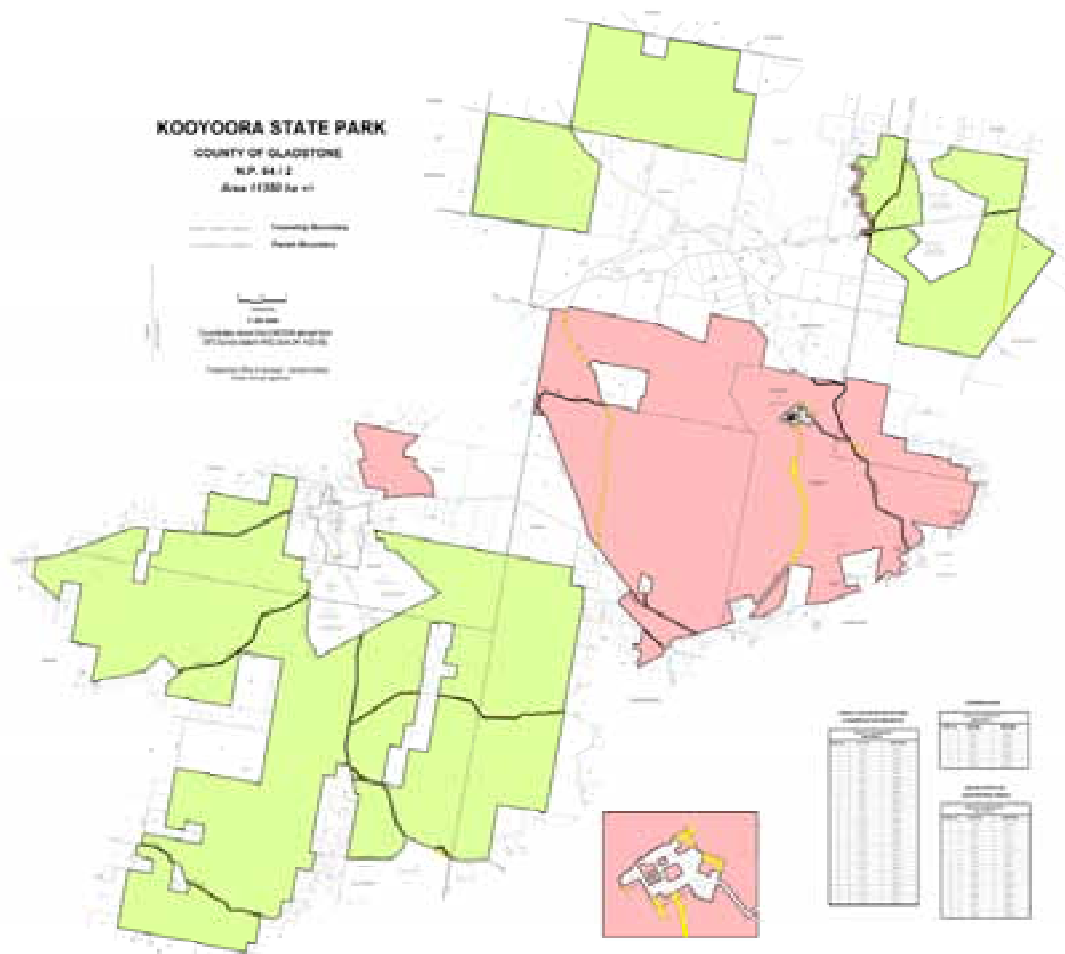
1.3 Kooyoora State Park

Land Description

All those pieces and parcels of land containing 11 350 hectares, more or less, situate in the Township of Kooyoora and the Parishes of Brenanah, Glanallybyn, Kangderaar, Kingower, Tchuterr and Wehla, County of Gladstone, being the land delineated and coloured pink or coloured green or coloured yellow in a plan lodged in the Central Plan Office and numbered N.P. 64/2

Maps

See Map 3



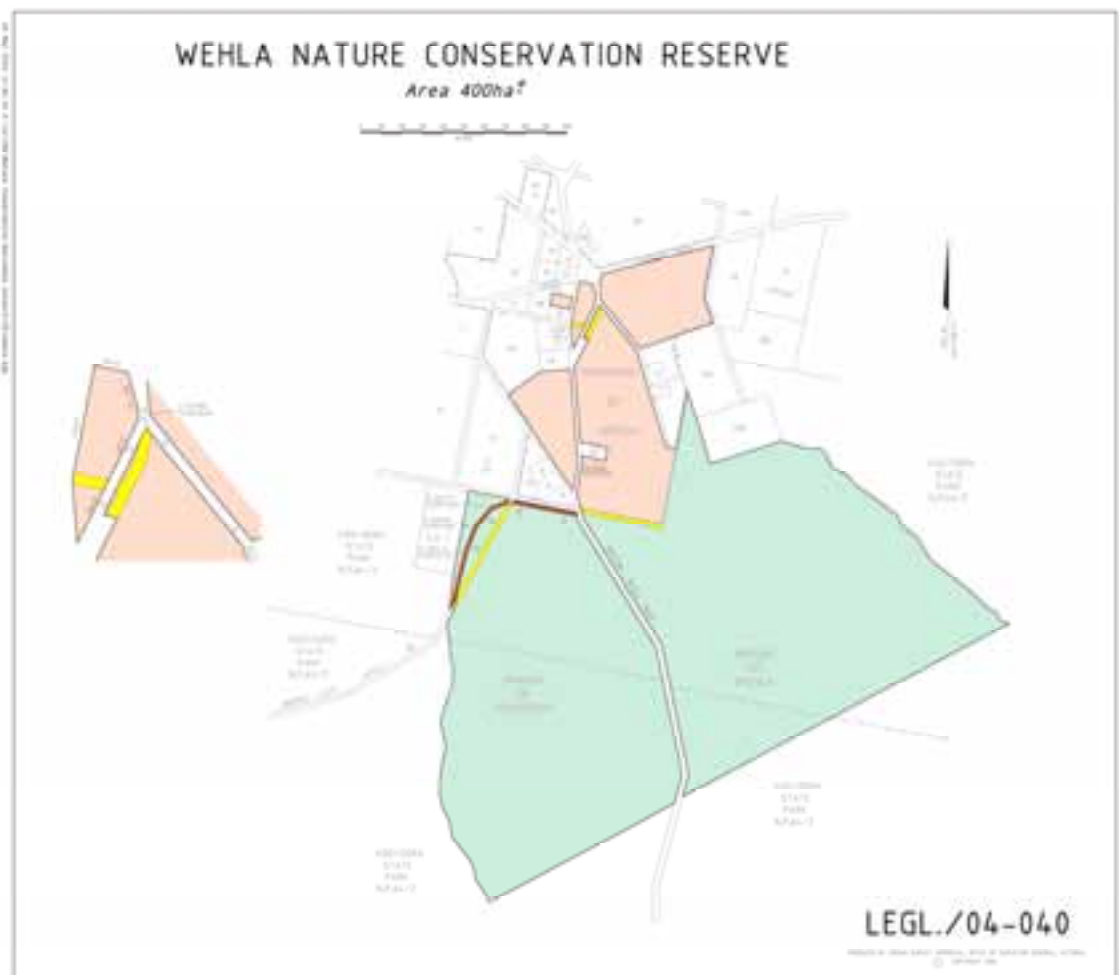
1.4 Wehla Nature Conservation Reserve

Land Description

The land containing 400 hectares, more or less, delineated and coloured pink or coloured green or coloured yellow on the plan lodged in the Central Plan Office and numbered LEGL./04-040.

Maps

See Map 4



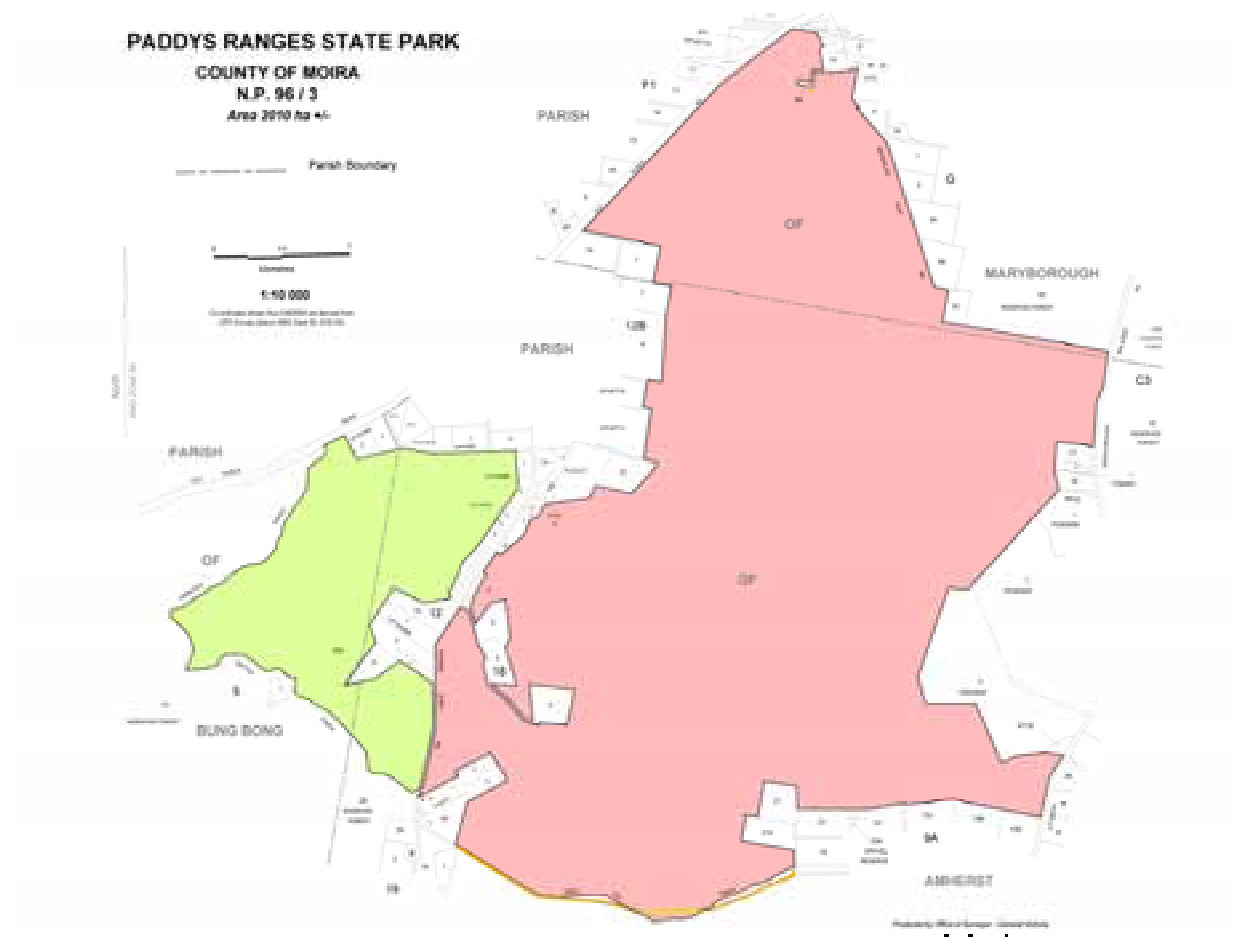
1.5 Paddys Ranges State Park

Land Description

All those pieces or parcels of land and containing 2 010 hectares, more or less, situate in the Parishes of Amherst, Bung Bong and Maryborough, County of Talbot, being the land delineated and coloured pink or coloured green or coloured yellow in a plan lodged in the Central Plan Office and numbered N.P. 96/3

Maps

See Map 5



1.6 Kara Kara National Park

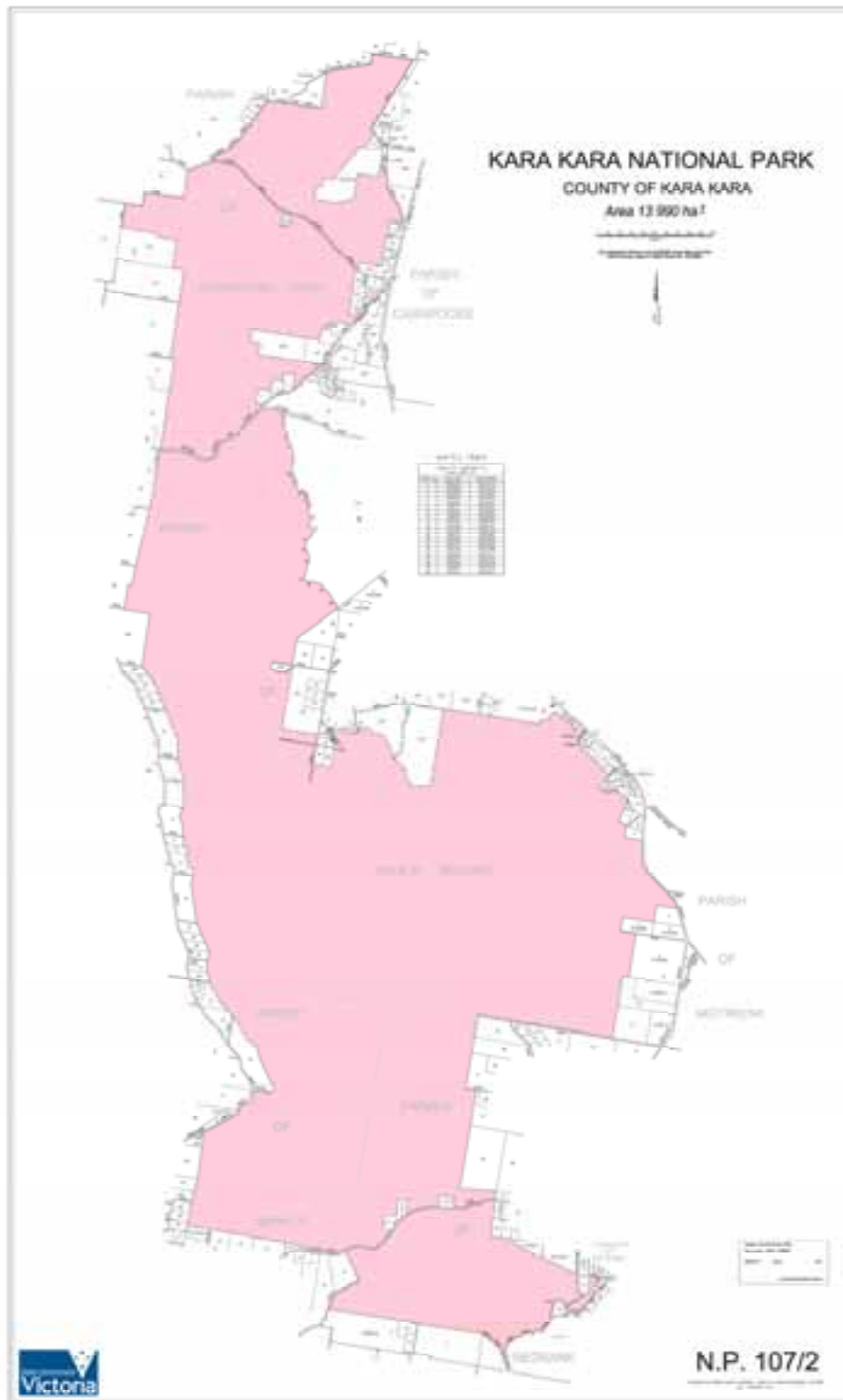
Land Description

All those pieces and parcels of land within the Agreement Area comprising Kara Kara National Park containing 13 990 hectares, more or less, situate in the Parishes of Barkly, Boola Boloke, Carapooee West and Redbank, County of Kara Kara, being the land delineated and coloured pink in a plan lodged in the Central Plan Office and numbered N.P. 107/2 excluding those parts of the land in the following parcels and Crown allotments as described below:

P370830 (part)	Crown allotment 2002, Parish of Boola Boloke that falls outside of the area subject to the ILUA
P120780 (part)	Crown allotment 1B, Section E, Parish of Boola Boloke that falls outside of the area subject to the ILUA
P123975 (part)	Crown allotment 54B, Section E, Parish of Barkly that falls outside of the area subject to the ILUA
P123586 (part)	Crown allotment 3B, Section K, Parish of Redbank that falls outside of the area subject to the ILUA
P123976 (part)	Crown allotment 54C, Section E, Parish of Barkly that falls outside of the area subject to the ILUA
P370862 (part)	Crown allotment, 2001, Parish of Redbank that falls outside of the area subject to the ILUA
P108126 (whole)	Crown allotment 4A, Section K, Parish of Redbank.

Maps

Map 6 (indicative map only – subject to final survey by the Surveyor-General and any necessary variations, road excisions, easements and other adjustments)



Schedule 10 Information regarding condition of land (Clause 3.4)

TABLE OF DOCUMENTS PROVIDED BY STATE OF VICTORIA REGARDING THE CARISBROOK AND FRANKLINFORD SITES

Documents provided by the State of Victoria to the Dja Dja Wurrung as part of a confidential and without-prejudice mediation between the State and the Dja Dja Wurrung pursuant to the *Native Title Act 1993* (Cth) and the *Traditional Owner Settlement Act 2010* (Vic)

Carisbrook			
Item	AAV Reference	Sub-folder on USB key	Date of document and description of document content
1/3	CA 1982 Access Issues	Access	3 April 1982 Copy of Access Permit Conditions attached - relevant as at 1982.
2/4	CA 2000 Access Permit	Access	31 January 2000 Copy of Standard Permit Conditions and Special Conditions relevant to an Archaeological Area.
4/10	CA 2001 Site card	Archaeology	Records from 1997, 6 December 2001 and 6 January 2005. Victorian Aboriginal site register. Inspection record of Carisbrook sites. Location and description of Aboriginal artefacts: scarred trees and stone arrangement recorded on the Victorian Aboriginal Site Record.
8/28	CA 2007 Infringement issue	Correspondence	18 January 2007 Report of open gate at the CCDA and dislodgement of stones in the stone arrangement. Photographs of gate and stones moved.
9/30	CA 2011 Memo seeking further infrastructure funds.	Correspondence	11 October 2010 Estimate of management cost.
10/32	CA General law land at Carisbrook	Declaration	25 August 2008 Advice from VGSO to AAV with results

	Government Solicitor		of a general law search on Crown Allotments 19, 20, 21, 22 and 23 of Parish of Carisbrook. All maps and conveyance documents are attached.
11/39	CA 2011 Weed management program 2010-11	Land Management	Copy of Invitation to Quote issued 17 November 2011 (provides description of anticipated management works).
12/44	CA 2010 Title Search	Land Titles	28 September 2010 Quayles title search for CCDA land being part of Crown allotments 19, 20, and 21 section 2 Parish of Carisbrook. Property shown to be unencumbered in Minister's name. All related maps and conveyance documents attached.
13/46	CA Detailed title search	Land Titles	No date Detailed title search of all conveyances (dating back to 1856) of allotments 19, 20, 21 and 22 section 2 Parish of CCDA land.
14/48	CA review 2003	Land Titles	29 May 2003 Fax from AAV to VGSO attaching declaration of CCDA land under the <i>Archaeological and Aboriginal Relics Preservation Act 1972</i> (Vic)
15/49	CA 1998 Management Plan Final Report	Reports including articles	April 1998 CCDA management plan final report for AAV (166 pages). Presents an archaeological survey of and land management plan for the CCDA area and stone arrangement. Includes descriptions of the condition of the stone arrangement and other important artefacts on the site.
16/50	CA 2006 SKM property condition and compliance assessment report.	Reports including articles	June 2006 Draft report for Department of Victorian Communities on the condition and works needed to maintain the CCDA. Report LMR 13.
17/51	CA 2011 Overview of operations	Reports including articles	30 June 2011 Overview of works undertaken on the CCDA. Describes condition of the

			area and damage caused by floods, work done to repair flood damage and other works, cost etc. Good photographs of the area.
18/59	CA 2011 Letter approving water rights	Water Rights	13 July 2011 Letter from Goulburn Murray Water to the Minister for Aboriginal Affairs confirming that allotments 19, 20 and 21 section 2 Parish Carisbrook enjoy private water rights and water can be taken without a license or charge for domestic and stock purposes.
Franklinford			
19/90	LP Certificate of Title	Land Titles including historic maps	14 September 2001 Letter from AAV to Hepburn Shire Council informing them of the transfer of Title of the Franklinford school site to the Minister for Aboriginal Affairs. Attached Certificate of title under the <i>Transfer of Land Act 1958</i> (Vic) for Vol 9476 Folio 332 that being Crown allotment 1, section 21, Parish of Franklinford (the Aboriginal School site). Shows all proprietors between 1 June 1982 and 3 November 2000 when land was transferred to the Minister for Aboriginal Affairs.
20/101	LP AAV Occasional Report No. 46 - Protectorate & Mt Franklin - David Rhodes 1995.	Reports including articles.	1995 127 page AAV Report by David Rhodes entitled 'An Historical and Archaeological Investigation of the Loddon Aboriginal Protectorate Station and Mt Franklin Aboriginal Reserve'. Detailed description, maps, photographs.
21/109	LP SKM Property Condition and Compliance Report.	Reports including articles.	June 2006 Condition report and compliance report for the Franklinford Aboriginal School site. - undeveloped land. Works included management of vegetation and signage. LMR 14.
Documents relating to Carisbrook and Franklinford			

1/57	CA Early Midlands Historical Society leaflet on Carisbrook.	Reports including articles	No date Leaflet entitled 'Initiation Ground' produced by the Midlands Historical Society describing the stone arrangement at Carisbrook. The information comes from Aboriginal dancers from Mornington Island who visited the site in 1973 and from the article by A Massola in Vic Nat v. 80.
2/53	CA Article 1974 The Age	Reports including articles	18 July 1974 Article in The Age about the significance of the stone arrangement and calls for the site to be preserved.
3/54	CA Article Massola 1956	Reports including articles	August 1956 Article 'Native water wells at Maryborough' written by A Massola, Department of Anthropology, Victorian Museum Describes the location and appearance of the wells.
4/55	CA Article Massola 1964	Reports including articles	August 1964 Article 'The grinding rock at Earlston' written by A Massola and published in Victorian Naturalist Vol. 81 1964 Describes the grinding rock and its uses by Aboriginal people of the area.
5/56	CA Article Massola Carisbrook Stone Arrangement Vic Nat v. 80.	Reports including articles	October 1963 Article 'Stone Arrangement at Carisbrook' by A Massola and published in Victorian Naturalist Vol. 80 1963. Describes the stone arrangement, its significance as a ceremonial site and there is a photograph of the stone arrangement.
6/62	LP Site card David Rodes 13 May 1992	Archaeology	13 May 1992 Franklinford Aboriginal Reserve Record from Victoria Site Register. The Site Plan has hand written 'incorrect' over the top.
7/79	LP VAHR Search	Correspondence	10 April 2012 Record relating to the Loddon Protectorate Station (recorded on 1

			January 1901) reproduced from Victorian Aboriginal Heritage Register.
8/86	LP 2000 Memo for purchase approval - school site.	Land Titles including historic maps	20 January 2000 Memo to Minister for Aboriginal Affairs requesting approval to purchase CA 1, Section 21, Franklinford school site for \$32,000. Contains background to the purchase.
9/91	LP Survey - Franklinford Arch Survey 1992.	Land Titles including historic maps	1992 Surveyor's maps of the Franklinford site and general area.
10/92	LP Survey Plan - local surveys by Howe 1848.	Land Titles including historic maps	1848 Topographical maps of Hepburn area. One shows location of the Aboriginal Protectorate Station.
11/93	LP Survey Plan - Protectorate 1856	Land Titles including historic maps	1856 Map of the Aboriginal Protectorate Station at Franklinford.
12/94	LP Survey Plan Mt Franklin Region- Roads 1854	Land Titles including historic maps	1854 Maps which show roads in and around the Aboriginal Station Talbot.
13/95	LP Survey Plan Protectorate by Fraser 1854.	Land Titles including historic maps	1854 Maps of the Aboriginal Station Talbot.
14/97	LP 1968 Article - Massola - Probable Stone Arrangement.	Reports including articles.	February 1968 Article by A Massola 'Probable Stone Arrangement at Franklinford' published in Victorian Naturalist Vol. 85.
15/98	LP 1968 Article	Reports including articles.	1 May 1968 Newspaper article in The Courier Ballarat reporting the inauguration of the Edward Stone Parker Centre for Aboriginal history and culture in the old Methodist Church.
16/107	LP Report - First Report of the	Reports including	1861

	Central Board 1861	articles.	Report by the Central Board appointed to 'watch over the interests of the Aborigines in the Colony'. Includes reporting on the Aboriginal Station and school at Mt Franklyn (sic).
1/110	September 2010	Rick Lasiello, Carisbrook Declared Archaeological Area: Investment Plan for Vegetation Management, 2010-2011.	6 copies sent by email to NTSV (Sarah Mount) on 6 October 2010. Re-sent to Nick Testro on 9 November 2012.
2/111	30 July 2010	Valuation Report Part of Allotments 19, 20 & 21 Doran Road Carisbrook.	Copy sent by email to NTSV (Sarah Mount) on 17 August 2010.
3/112	30 July 2010	Valuation Report Allotment 1 Section 21 South Street Franklinton.	Copy sent by email to NTSV (Sarah Mount) on 17 August 2010.
4/113	19 June 2009	Proposed Dja Dja Warung ILUA: Suitability of areas for transfer ("hand-back") with or without conditions.	Copy sent by email to NTSV (Sarah Mount) on 19 June 2009.
5/114	13 September 1974	General Law Title Memorial Book 751 No. 127	Copy sent to NTSV (Sarah Mount) on 20 June 2009.

Recognition and Settlement Agreement
for the recognition of the Dja Dja Wurrung and settlement of native title claims

Schedule 10 Grant of Aboriginal title (Clause 3.2)

6/115	8 October 1975	General Law Title Memorial Book 758 No. 716	Copy sent to NTSV (Sarah Mount) on 20 June 2009.
7/116	2003	DSE Action Statement for the Hairy Anchor Plant.	Copy sent to NTSV (Sarah Mount) on 20 June 2009.
8/117	2003	DSE Action Statement for the Striped Legless Lizard.	Copy sent to NTSV (Sarah Mount) on 20 June 2009.

Schedule 11 Land Use Activity Agreement (Clause 4)

The Land Use Activity Agreement is part of this Agreement.

Schedule 12 Participation Agreement (Clause 5.2)

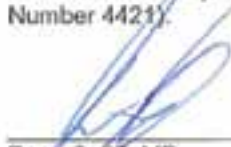
Schedule 13 Grant Funding Agreement (Clause 5.4)

Schedule 14 Natural Resource Ministerial consultation (Clause 6.1)

I, Ryan Smith MP, as the Minister administering:

- Part 2 of the *Conservation, Forests and Land Act 1987*;
- *Flora and Fauna Guarantee Act 1988*;
- *Forests Act 1958* (jointly with the Minister for Agriculture and Food Security);
- *Wildlife Act 1975* (jointly with the Minister for Agriculture and Food Security);

have been consulted about the making of this Natural Resources Agreement, for the purposes of sections 80(2) of the *Traditional Owner Settlement Act 2010*, and consent to the making of this Natural Resource Agreement under Part 6 of that Act between the State of Victoria and the Dja Dja Wurrung Clans Aboriginal Corporation (Indigenous Corporation Number 4421).

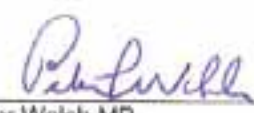


Ryan Smith MP
Minister for Environment and Climate Change
Dated 5/5/13

I, Peter Walsh MP, as the Minister administering the:

- *Fisheries Act 1995*;
- *Flora and Fauna Guarantee Act 1988* (jointly with the Minister for Environment and Climate Change);
- *Wildlife Act 1975* (jointly with the Minister for Environment and Climate Change);
- *Forests Act 1958* (jointly with the Minister for Environment and Climate Change);
- *Water Act 1989*;

have been consulted about the making of this Natural Resources Agreement, for the purposes of sections 80(2) of the *Traditional Owner Settlement Act 2010*, and consent to the making of this Natural Resource Agreement under Part 6 of that Act between the State of Victoria and the Dja Dja Wurrung Clans Aboriginal Corporation (Indigenous Corporation Number 4421).



Peter Walsh MP
Minister for Agriculture and Food Security
Minister for Water

Dated 14.7.2013

Schedule 15 Principles of Sustainability Provisions (Clause 6.3)

Interpretation

The Principles of Sustainability Provisions:

- (a) encompass the particular matters identified in Schedule 20 at items 4.e and 8.b regarding Authorisation Orders and items 5.b, 5.c, and 5.e regarding Traditional Owner Recognition Permits; and
- (b) are to be read with reference to the Agreement as a whole, as appropriate, and in particular clause 6 and the schedules to which it refers.

Principles of Sustainability Provisions

1. Sustainable level of natural resource use

The productivity of the environment will be maintained for the benefit of future generations by ensuring that the use (or harvest) of natural resources does not occur beyond the capacity of the environment to replace, regrow or replenish the natural resource.

2. Benefit sharing - the fair allocation of natural resources

To ensure a share of the overall allocation of natural resources to traditional owners, traditional purposes will be recognised as an allocation within the following natural resource categories: flora, fauna, fish, forest produce and wildlife.

3. Protection of susceptible natural resources

Natural resources that are at a high risk of irreversible decline, including rare and threatened species and communities, will not be accessed and used unless authorised.

4. Avoiding harmful unintended consequences

Effort should be made to avoid harmful unintended consequences to the environment, for example, to non-target species and ecosystem health and stability.

5. Precautionary principle

The precautionary principle will prevail where there is a lack of information upon which to base decisions about the access and use of natural resources – if there are threats of serious or irreversible environmental damage, lack of full scientific certainty should not be used as a reason for postponing measures to prevent environmental degradation.

Schedule 16 Natural Resource Management Participation Strategies (Clause 6.3)

General Strategies

1. The Corporation will be notified about, and, where it expresses an interest, given the opportunity to actively participate in the development and review of natural resource management policies and natural resource management regional strategic plans that affect the Agreement Area in whole or part. As part of this consultation, the State will have regard to the views of the Corporation and the *Dja Dja Wurrung Country Strategic Plan* (as periodically amended), where relevant. This includes, but is not limited to the following policies and plans (or their successors):
 - a. the Victorian Waterway Management Strategy;
 - b. Regional River Health Strategies;
 - c. the Victorian Hunting and Game Management Strategy (and related strategies);
 - d. the annual decision-making process to stock fish into rivers and impoundments.
 - e. Regional Catchment Strategy.
2. The Corporation will be given the opportunity to actively participate in the development and implementation of State funded management and action plans within the Agreement Area. This includes, but is not limited to:
 - a. management and working plans that are listed as Advisory Activities in the Land Use Activity Agreement;
 - b. management plans under s 21(3) of the *Flora and Fauna Guarantee Act 1988* (Vic);
 - c. Action Statements for threatened species and communities;
 - d. Actions for Biodiversity Conservation web-based monitoring tool.
3. When the State is undertaking publically funded natural resource management research and monitoring in the Agreement Area, the Corporation will be notified and, where it expresses an interest, the State will consider engaging the *Dja Dja Wurrung* in collaborative research, and providing skills training where practical, in relation to:
 - a. game species and harvests;
 - b. fish stocks and the fish species that are of particular interest;
 - c. other flora and fauna, to inform harvesting strategies.
4. Once a year, at the request of the Corporation, relevant State agencies responsible for natural resource management will agree to meet with representatives of the Corporation. The purposes of the meetings will be:
 - a. for the Corporation to outline what its priority areas of interest for *Dja Dja Wurrung* involvement are in the management of natural resources in the Agreement Area;
 - b. for natural resource management agencies to provide notification about policy development, research and monitoring and outline their priority areas of action in the Agreement Area; and
 - c. using the IAP2 public participation spectrum, for the Parties to identify and agree on how each will be involved in the activities that they have identified as mutually important;
 - d. to discuss any other matter, including resourcing, that will facilitate the Corporation's involvement in the activities.
5. The State will consider means to better incorporate traditional ecological knowledge, where available, into natural resource management decisions, planning and policy-making processes, and in the development and delivery of public education

programs, including by having regard to the views of the Corporation and the *Dja Dja Wurrung Country Strategic Plan* (as periodically amended).

6. The State will engage with the Corporation to consider joint venture opportunities (relevant to the management of natural resources) where identified by either Party.
7. The State will apply the Victorian Government Purchasing Board policy for exemption from the State's standard procurement processes where any Dja Dja Wurrung supplier of goods and services is certified by Supply Nation (formerly the Australian Indigenous Minority Supplier Council) or where, in accordance with that policy, there is an absence of competition or specialist expertise is required.

Sector Specific Strategies

1. When requesting an investigation under s 15 of the *Victorian Environmental Assessment Act 2001* (Vic), the Minister for Environment and Climate Change (subject to the exercise of statutory discretion) will ensure that the Terms of Reference includes a requirement to consult directly with the Corporation if the Agreement Area falls, in whole or in part, within the investigation area.
2. The State will provide reasonable prior notification to the Corporation if it intends to enter into a public authority management agreement under s 25 of the *Flora and Fauna Guarantee Act 1988* (Vic) concerning flora and/or fauna within the Agreement Area and will consult with and have regard to the views of the Corporation in making any such public authority management agreement.
3. Within one year of the commencement of this Recognition and Settlement Agreement, the Department of Sustainability and Environment will offer training to the Corporation:
 - a. on the use of and input into Actions for Biodiversity Conservation web-based monitoring tool;
 - b. on the entry of species data into the Department of Sustainability and Environment's online 'Victorian Biodiversity Database', and
 - c. that will enable collaboration with the Department of Sustainability and Environment in the management of flora and fauna (excluding game) in the Agreement Area, including the monitoring of flora and fauna (excluding game) to inform harvesting strategies in the Agreement Area.
4. The State will provide the Corporation with the opportunity for Dja Dja Wurrung membership on relevant State Recovery Teams for threatened species and communities that relate to the Agreement Area in whole or part.
5. The Minister for Agriculture and Food Security may request the Victorian Hunting Advisory Committee or successor body to consult with, as appropriate, and have regard for the views of the Corporation in formulating advice on the management of game and game hunting in Victoria.
6. The State will provide reasonable prior notification to the Corporation of the recruitment to indigenous-identified fisheries management positions in the Agreement Area.
7. The State will facilitate discussions between existing aquaculture industry and training-providers where the Dja Dja Wurrung express an interest in pursuing aquaculture opportunities on country.

8. The North Central Catchment Management Authority and Corporation will describe its business relationship through a Partnership Statement which is agreed by the two parties.
9. The North Central Catchment Management Authority will ensure that the Corporation is provided with the opportunity to be actively engaged in regional natural resource management strategic planning processes for which it is accountable in the Agreement Area.
10. North Central Catchment Management Authority will partner with the Dja Dja Wurrung to develop joint project funding proposals to undertake natural resource management - related projects in partnership where suitable fund sources can be identified.

Schedule 17 Natural Resources Access and Use Provisions (Clause 6.4)

The Access and Use Provisions are to be read with reference to the Agreement as a whole, as appropriate, and in particular clause 6 and the schedules to which it refers.

Draft Protected Flora and Fauna Authorisation

Authorised Activities under the *Flora and Fauna Guarantee Act 1988* (Vic) Commencement

This order commences on the day that the Indigenous Land Use Agreement is registered on the Register of Indigenous Land Use Agreements.

'Agreement Area' has the same meaning as in the Recognition and Settlement Agreement.

'Applicants' means the applicants in Federal Court proceedings VID6006/1998, VID6001/1999, VID6003/1999 and VID6001/2000.

'Corporation' means the Dja Dja Wurrung Clans Aboriginal Corporation (ICN 4421).

'Indigenous Land Use Agreement' means the indigenous land use agreement entered into by the Applicants, the Corporation and the State under the *Native Title Act 1993* (Cth) dated 28 March 2013.

'Recognition and Settlement Agreement' means the recognition and settlement agreement entered into by the Corporation and the State under s 4 of the *Traditional Owner Settlement Act 2010* (Vic) dated 28 March 2013.

'Verification Document' has the same meaning as in the Recognition and Settlement Agreement.

Authorisation

Pursuant to s 82 of the *Traditional Owner Settlement Act 2010* (Vic), members of the Dja Dja Wurrung are authorised to carry out the following activities in so far as authorised by this Order, and subject to the terms and conditions set out below:

(a) taking (except for purposes of controlling), trading in, keeping, moving or processing protected flora (within the meaning of the *Flora and Fauna Guarantee Act 1988* (Vic)) and a waiver of the associated fees and permits are prescribed in the following tables. This applies where the species is protected in its own right or where it is part of a listed community.

Category A

The following flora may be harvested to a maximum level of 10% of the parts per ha per year (i.e. 10% of flowers, 10% of fruit, 10% of leaves):

Box Mistletoe	<i>Amyema miquelii</i>
Fleshy Mistletoe	<i>Amyema miraculosa</i> subsp. <i>boormanii</i>
Wire-leaf Mistletoe	<i>Amyema preissii</i>
Grey Mistletoe	<i>Amyema quandang</i> var. <i>quandang</i>
Sweet Apple-berry	<i>Billardiera cymosa</i>
Inland Pigface	<i>Carpobrotus modestus</i>
Common Sneezeweed	<i>Centipeda cunninghamii</i>
Leafless Ballart	<i>Exocarpos aphyllus</i>
Pink Beard-heath	<i>Leucopogon ericoides</i>

Twin-flower Beard-heath	<i>Leucopogon fletcheri</i> subsp. <i>brevisepalus</i>
Ruddy Beard-heath	<i>Leucopogon rufus</i>
Common Beard-heath	<i>Leucopogon virgatus</i>
Spiny-headed Mat-rush	<i>Lomandra longifolia</i>
River Mint	<i>Mentha australis</i>
Dwarf Geebung	<i>Persoonia chamaepeuce</i>
Hairy Geebung	<i>Persoonia rigida</i>
Small-leaf Bramble	<i>Rubus parvifolius</i>
Sweet Quandong	<i>Santalum acuminatum</i>
Narrawa Burr	<i>Solanum cinereum</i>
Quena	<i>Solanum esuriale</i>
Oondoroo	<i>Solanum simile</i>

Category B

The following flora may be harvested to a maximum level of 10% of a plant population. Parts of or the entire plant may be harvested:

Common Nardoo	<i>Marsilea drummondii</i>
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Category C

The following flora may be harvested in the corresponding areas identified on the attached map only and in a manner that does not kill the plant: [Map to be provided]

Hollow Rush	<i>Juncus amabilis</i>
Gold Rush	<i>Juncus flavidus</i>
Pale Rush	<i>Juncus pallidus</i>
Hoary Rush	<i>Juncus radula</i>
Finger Rush	<i>Juncus subsecundus</i>
Noah's Ark	<i>Poa clelandii</i>
Sword Tussock-grass	<i>Poa ensiformis</i>
Forde Poa	<i>Poa fordeana</i>
Common Tussock-grass	<i>Poa labillardierei</i>
Common Tussock-grass	<i>Poa labillardierei</i> var. <i>labillardierei</i>
Soft Tussock-grass	<i>Poa morrisii</i>
Velvet Tussock-grass	<i>Poa rodwayi</i>
Grey Tussock-grass	<i>Poa sieberiana</i>
Grey Tussock-grass	<i>Poa sieberiana</i> var. <i>hirtella</i>
Grey Tussock-grass	<i>Poa sieberiana</i> var. <i>sieberiana</i>
Slender Tussock-grass	<i>Poa tenera</i>
Kangaroo Grass	<i>Themeda triandra</i>

Category D

The following flora may be harvested, unrestricted in location and number:

Drooping Sheoak - in accordance with <i>Forests Act 1958</i> (Vic)	<i>Allocasuarina verticillata</i>
Cherry Ballart	<i>Exocarpos cupressiformis</i>
Common Reed	<i>Phragmites australis</i>

(b) taking or keeping fish which are members of a listed taxon or community of fauna (within the meaning of the *Flora and Fauna Guarantee Act 1998* (Vic)).

The following listed fish species are able to be taken subject to the conditions prescribed by the Flora and Fauna Guarantee (Taking, Trading in or Keeping of Listed Fish) Order No. 1/2009:

Flat-headed Galaxias (<i>Galaxias rostratus</i>)	Seasons, catch limits and methods of take prescribed by the Flora and Fauna Guarantee (Taking, Trading in or Keeping of Listed Fish) Order No. 1/2009.
Flat-headed Gudgeon or Bull-headed Gudgeon (<i>Philypnodon grandiceps</i>)	
Freshwater Catfish (<i>Tandanus tandanus</i>)	
Golden Perch (<i>Macquaria ambigua</i>)	
Macquarie Perch (<i>Macquaria australasica</i>)	
Murray Cod (<i>Maccullochella peelii</i>)	
Murray Spiny Freshwater Crayfish (<i>Euastacus armatus</i>)	
Silver Perch (<i>Bidyanus bidyanus</i>)	
Western Carp Gudgeon (<i>Hypseleotris kluzingeri</i>)	

Terms and Conditions

Exercising the rights conferred under this Authorisation Order must be in accordance with State and Commonwealth laws.

The following terms and conditions apply to this Authorisation Order:

1. The flora and fauna permitted to be taken under this Authorisation Order may only be taken from Public Land:
 - within the Agreement Area; and
 - where the public land category legislation allows that to occur.
2. An authorisation issued under the *Flora and Fauna Guarantee Act 1988* (Vic) does not absolve the holder from any legal obligation he/she may have under any other Act of Parliament.
3. Flora and fauna may only be taken by the methods and in the quantities contained in the tables above.
4. A Dja Dja Wurrung member may only carry out activities pursuant to this Authorisation Order if they have been issued with a Verification Document
5. A Dja Dja Wurrung member who takes flora or fauna must report the take to the Corporation each calendar month for that calendar month, except to the extent that the take consists of listed fish taken subject to the conditions prescribed by the Flora and Fauna Guarantee (Taking, Trading in or Keeping of Listed Fish) Order No. 1/2009.

6. Fauna collected pursuant to this Authorisation Order must only be used by the Dja Dja Wurrung for traditional purposes.
7. A Dja Dja Wurrung member must not enter or remain in a State forest on a day with Fire Danger Rating of 'Code Red'.
8. The taking or keeping of fish listed under the *Flora and Fauna Guarantee Act 1988* (Vic) is subject to the terms and conditions in the Flora and Fauna Guarantee (Taking, Trading in or Keeping of Listed Fish) Order No. 1/2009.
9. The taking of listed fish species outside the conditions prescribed in the Flora and Fauna Guarantee (Taking, Trading in or Keeping of Listed Fish) Order, will be negotiated with Fisheries Victoria (Department of Primary Industries) and Department of Sustainability and Environment staff.

Duration of the Authorisation Order

The Order will be valid for a period of five years (with the Order to be reviewed annually for the first 3 years, if deemed necessary by either Party).

Note 1

Under s 82 of the *Traditional Owner Settlement Act 2010* (Vic), a recommendation to the Governor in Council to make an Authorisation Order under that section is made by the Minister administering the *Flora and Fauna Guarantee Act 1988* (Vic).

Note 2

The Minister must have regard to:

- (a) Principles of Sustainability Provisions (Schedule 15); and
- (b) Access and Use Provisions (Schedule 17).

See section 82(3).

Draft Hunting Authorisation

Authorised Hunting Activities under the *Wildlife Act 1975 (Vic)* and the *Flora and Fauna Guarantee Act 1988 (Vic)*

Commencement

This order commences on the day that the Indigenous Land Use Agreement is registered on the Register of Indigenous Land Use Agreements.

'Agreement Area' has the same meaning as in the Recognition and Settlement Agreement.
'Applicants' means the applicants in Federal Court proceedings VID6006/1998, VID6001/1999, VID6003/1999 and VID6001/2000.

'Corporation' means the Dja Dja Wurrung Clans Aboriginal Corporation (ICN 4421).

'Indigenous Land Use Agreement' means the indigenous land use agreement entered into by the Applicants, the Corporation and the State under the *Native Title Act 1993 (Cth)* dated 28 March 2013.

'Recognition and Settlement Agreement' means the recognition and settlement agreement entered into by the Corporation and the State under s 4 of the *Traditional Owner Settlement Act 2010 (Vic)* dated 28 March 2013.

'Verification Document' has the same meaning as in the Recognition and Settlement Agreement.

Authorisation

Pursuant to s 83 of the *Traditional Owner Settlement Act 2010 (Vic)*, members of the Dja Dja Wurrung are authorised to hunt, take or destroy wildlife for traditional purposes, in so far as authorised by this Order, and subject to the terms and conditions:

Category A: Specified annual **total** quota (not for individual persons):

Eastern Grey Kangaroo	<i>Macropus giganteus</i>	Quota of 200. Maximum 10% of a mob per annum.
Common Brushtail Possum	<i>Trichosurus vulpecula</i>	Quota 50. Take only five individuals from any location within a 5km radius
Little Corella	<i>Cacatua pastinator</i>	Adults only - Quota 50 with 10% maximum from any one flock per annum. No take from nests or hollows
Crested Pigeon	<i>Geophaps lopotes</i>	Adults only - Quota 100. No take from nests.

Category B: Unrestricted quota but the conditions specified in the right hand column apply;

Sulphur-crested Cockatoo	<i>Cacatua galerita</i>	Adults only - no take from nests or hollows
Long-billed Corella	<i>Cacatua tenuirostris</i>	Adults only - no take from nests or hollows

Galah	<i>Cacatua roseicapilla</i>	Adults only - no take from nests or hollows
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Category C: The following Game species may be taken but the conditions in the right hand column apply

Stubble Quail	<i>Corturnix pectoralis</i>	Seasons, bag limits and approved methods of take prescribed by the <i>Wildlife (Game) Regulations 2012</i> (Vic) or any relevant overriding notices or orders issued under the <i>Wildlife Act 1975</i> (Vic).
Pheasants	<i>Phasianus spp.</i>	
Partridge	<i>Alectoris and Perdix spp.</i>	
European Quail	<i>Corturnix corturnix</i>	
Californian Quail	<i>Lophortyx californicus</i>	
Pacific Black Duck	<i>Anas superciliosa</i>	
Grey Teal	<i>Anas gibberifrons</i>	
Mountain Duck	<i>Tadorna tadornoides</i>	
Wood Duck	<i>Chenonetta jubata</i>	
Chestnut Teal	<i>Anas castanea</i>	
Blue-winged Shoveler	<i>Anas rhynchotis</i>	
Hardhead Duck	<i>Aythya australis</i>	
Pink-eared Duck	<i>Malacorhynchus membranaceus</i>	
Hog Deer	<i>Axis porcinus</i>	
Red Deer	<i>Cervus elaphus</i>	
Sambar Deer	<i>Cervus unicolour</i>	
Fallow Deer	<i>Dama dama</i>	
Rusa Deer	<i>Cervus timorensis</i>	
Chital Deer	<i>Axis axis</i>	

Terms and Conditions

Exercising the rights conferred under this Authorisation Order must be in accordance with State and Commonwealth laws.

The following terms and conditions apply to this Authorisation Order:

1. The wildlife permitted to be taken under this Authorisation Order may only be taken from Public Land:
 - within the Agreement Area; and
 - where legislation allows that to occur.
2. A Dja Dja Wurrung member may only carry out activities pursuant to this Authorisation Order if they have been issued with a Verification Document.
3. Refuge areas and exclusion zones for the purposes of sustainability of populations of wildlife (not prescribed as Game) may be identified by the State from time to time and this Authorisation Order will not apply to these areas.
4. Wildlife must only be taken using legal and humane methods consistent with provisions under the *Wildlife Act 1975* (Vic) and the *Prevention of Cruelty to Animals Act 1986* (Vic):
 - All game must be taken in accordance with the *Wildlife Act 1975* (Vic), the *Wildlife (Game) Regulations 2012* (Vic) and consistent with obligations in the Code of Practice for the Welfare of Animals in Hunting

- (<http://www.dpi.vic.gov.au/agriculture/about-agriculture/legislation-regulation/animal-welfare-legislation/codes-of-practice-animal-welfare/animals-in-hunting>).
- All kangaroos must be shot in accordance with the principles of the *National Code of Practice for the Shooting of Kangaroos and Wallabies* (2008) <http://www.environment.gov.au/biodiversity/wildlife-trade/publications/kangaroo/pubs/code-of-conduct-non-commercial.pdf> and should be killed by a single shot to the head.
5. Wounded animals (including birds) must be tracked down immediately and killed humanely. Young in the pouch must be killed immediately by destroying the brain, and young-at-heel must be located and killed humanely.
 6. Wildlife must only be taken by agreed methods and in the agreed quantities contained in the tables above.
 7. The hunting, taking and destruction of wildlife must be undertaken in a safe manner, and at the member's own risk.
 8. A Dja Dja Wurrung member who takes wildlife must report the take to the Corporation each calendar month for that calendar month, except to the extent that it consists of Game taken in accordance with the *Wildlife (Game) Regulations 2012* (Vic).
 9. Wildlife collected pursuant to this Authorisation Order must only be used by the Dja Dja Wurrung for traditional purposes.
 10. A Dja Dja Wurrung member hunting game ducks must obtain a pass in the Waterfowl Identification Test. There is no fee for Dja Dja Wurrung sitting this test.
 11. A Dja Dja Wurrung member hunting Sambar Deer with hounds must obtain a pass in the Sambar Deer Hunting with Hounds Test. There is no fee for Dja Dja Wurrung sitting this test.
 12. A Dja Dja Wurrung member hunting wildlife (not prescribed Game) with a firearm must comply with the calibre/bore, projectile weight and range restrictions detailed in Appendix 1 to this Order.

Duration of the Authorisation Order

The Order will be valid for a period of five years (with the Order to be reviewed annually for the first 3 years, if deemed necessary by either party).

Note 1

Under s 83 of the *Traditional Owner Settlement Act 2010* (Vic), a recommendation to the Governor in Council to make an Authorisation Order under that section is made by the Minister administering the *Wildlife Act 1975* (Vic).

Note 2

The Minister must have regard to:

- (a) Principles of Sustainability Provisions (Schedule 15); and
- (b) Access and use provisions (Schedule 17).

See section 83(3).

Appendix 1: Using firearms

Table 1.1: Minimum firearm calibre for species of wildlife.

NOTE: Game species must *only* be taken in accordance with the *Wildlife Act 1975* (Vic) and the *Wildlife (Game) Regulations 2012* (Vic).

Species	Minimum Calibre	Minimum projectile weight	Maximum range
Kangaroo	.222 centre fire	50 grain	200 metres
Possum	.22 rimfire	30 grain	50 metres
Small bird	.22 rimfire	30 grain	50 metres
Deer, duck, pheasant, partridge and quail	Refer to <i>Wildlife (Game) Regulations 2012</i>		N/A

Using shotguns

In circumstances where it is not safe or appropriate to use centrefire or rimfire rifles, shotguns may be used. When hunting wildlife with a shotgun, you must comply with the following gauge, pellet size and range restrictions.

Table 1.2: Minimum shotgun gauge, shot size / projectile weight and range restrictions for wildlife.

NOTE: Game species must *only* be taken in accordance with the *Wildlife Act 1975* (Vic) and the *Wildlife (Game) Regulations 2012* (Vic).

Species	Minimum Gauge	Minimum shot size / projectile weight	Maximum range
Kangaroo	12 gauge	No. 2, 1, BB or larger shot	20 metres
Possum	12 gauge	No. 2, 1, BB or larger shot	20 metres
Small bird	12 gauge	No. 9 or larger shot	30 metres
Deer, duck, pheasant, partridge and quail	Refer to <i>Wildlife (Game) Regulations 2012</i>		N/A

Draft Forest Authorisation

Authorised Activities under *Forests Act 1958* (Vic)

Commencement

This order commences on the day that the Indigenous Land Use Agreement is registered on the Register of Indigenous Land Use Agreements.

'Agreement Area' has the same meaning as in the Recognition and Settlement Agreement.
'Applicants' means the applicants in Federal Court proceedings VID6006/1998, VID6001/1999, VID6003/1999 and VID6001/2000.

'Corporation' means the Dja Dja Wurrung Clans Aboriginal Corporation (ICN 4421).

'Indigenous Land Use Agreement' means the indigenous land use agreement entered into by the Applicant, the Corporation and the State under the *Native Title Act 1993* (Cth) dated 28 March 2013.

'Recognition and Settlement Agreement' means the recognition and settlement agreement entered into by the Corporation and the State under s 4 of the *Traditional Owner Settlement Act 2010* (Vic) dated 28 March 2013.

'Verification Document' has the same meaning as in the Recognition and Settlement Agreement.

Authorisation

Pursuant to s 84 of the *Traditional Owner Settlement Act 2010*, members of the Dja Dja Wurrung are authorised to carrying out the following activities in relation to forest produce, for traditional purposes or commercial purposes, in so far as authorised by this Order, and subject to the terms and conditions:

- **Collection of eucalyptus leaves, including oil distilled from any species of eucalypt**
- **Collection of firewood**
- **Collection of forest produce from the forest floor**
- **Removal of bark from trees for traditional purposes**
- **Collection of seed and/or seed capsules**
- **Collection of grass tree or grass tree fronds**
- **Collection of wattle or tea tree products**
- **Collection of native honey and beeswax**
- **Collection of stone, gravel, limestone, lime, salt, sand, loam, clay or brick-earth**

provided that these activities are authorised under the *Flora and Fauna Guarantee Act 1988* (Vic) and do not impact upon any taxa or communities listed as threatened on Schedule 2 or under s 10 of the *Flora and Fauna Guarantee Act 1988* (Vic).

Terms and conditions

Exercising the rights conferred under this Authorisation Order must be in accordance with State and Commonwealth laws.

The following terms and conditions apply to this Authorisation Order:

1. The collection of forest produce must not occur during or immediately after periods of wet weather, where there is a high potential for damage to roads.

2. A Dja Dja Wurrung member must not enter or remain in a State forest on a day with Fire Danger Rating of 'Code Red'.
3. A Dja Dja Wurrung member may only carry out activities pursuant to this Authorisation Order if they have been issued with a Verification Document.
4. Chainsaws must be fitted with an efficient exhaust / spark arrester and chainsaw operators must have a fire extinguisher on site at all times during the fire season.
5. The use of chainsaws is prohibited on 'Total Fire Ban' days. Care must be taken at all other times.
6. A Dja Dja Wurrung member who collects forest produce under this Authorisation Order shall ensure that he or she does so in a safe manner, and does so at his or her own risk.
7. Off road driving is not permitted unless otherwise advised by an Authorised Officer.
8. All litter must be removed.
9. Collection of forest produce is authorised for General Management Zones in State forest. If forest produce is to be collected in Special Management Zones or Special Protection Zones the Dja Dja Wurrung member must consult with local Department of Sustainability and Environment staff before commencing collection.
10. A Dja Dja Wurrung member must not take a quantity of Forest Produce that exceeds (on an individual or cumulative basis) the maximum volume of Forest Produce that may be taken, which is determined by local Department of Sustainability and Environment staff on an annual basis.
11. Firewood must only be from the forest floor. Any wood that has hollows, growing moss or fungi must be left on the forest floor.
12. Forest produce must not be winched or towed along the ground.
13. Forest produce must not be collected within 20 metres of a watercourse.
14. Forest produce collection is not permitted from leased areas or areas licensed for commercial purposes where collection would directly compete with the licence or lease activity. This includes, but is not limited to:
 - a. Apiary;
 - b. Grazing;
 - c. Timber harvesting; and
 - d. Commercial firewood operations.

Duration of the Authorisation Order

The Order will be valid for a period of five years (with the Orders to be reviewed annually for the first 3 years, if deemed necessary by either party).

Note 1

Forest produce is defined in s 3(1) of the *Forests Act 1958* (Vic).

Note 2

Under s 84 of the *Traditional Owner Settlement Act 2010* (Vic), a recommendation to the Governor in Council to make an Authorisation Order under that section is made by the Minister administering the *Forests Act 1958* (Vic).

Note 3

The Minister must have regard to:

- (a) Principles of Sustainability (Schedule 15); and
- (b) Access and Use Provisions (Schedule 17).

See section 84(3).

Draft Water Authorisation

Authorised Activities under *Water Act 1989* (Vic)

Commencement

This order commences on the day that the Indigenous Land Use Agreement is registered on the Register of Indigenous Land Use Agreements.

'Agreement Area' has the same meaning as in the Recognition and Settlement Agreement.
'Applicants' means the applicants in Federal Court proceedings VID6006/1998, VID6001/1999, VID6003/1999 and VID6001/2000.

'Corporation' means the Dja Dja Wurrung Clans Aboriginal Corporation (ICN 4421).

'Indigenous Land Use Agreement' means the indigenous land use agreement entered into by the Applicant, the Corporation and the State under the *Native Title Act 1993* (Cth) dated 28 March 2013.

'Recognition and Settlement Agreement' means the recognition and settlement agreement entered into by the Corporation and the State under s 4 of the *Traditional Owner Settlement Act 2010* (Vic) dated 28 March 2013.

Authorisation

The activities and other matters to be authorised for traditional purposes under the above legislation shall be to take and use water from a waterway or bore for the purposes of providing for any:

- personal;
- domestic; or
- non-commercial communal needs

of the members of the Dja Dja Wurrung.

Terms and Conditions

Exercising the rights conferred under this Authorisation Order must be in accordance with State and Commonwealth laws.

The following terms and conditions apply to this Authorisation Order:

1. This Authorisation Order only authorises the taking and use of water from a waterway or bore only where the Dja Dja Wurrung member has access to a waterway or bore in the circumstances set out in section 8(1) of the *Water Act 1989* (Vic).
2. A Corporation member may only carry out activities pursuant to this Authorisation Order if they have been issued with a Verification Document.
3. Any water taken pursuant to this Authorisation Order must not adversely affect:
 - (a) access to the water by others;
 - (b) use of the water by others;
 - (c) other water licence holders;
 - (d) other water entitlement holders (including those exercising their rights pursuant to s 8 of the *Water Act 1989* (Vic)); or
 - (e) the maintenance of the environmental water reserve in accordance with the environmental water reserve objective;
 - (f) the protection of the environment, including the riverine and riparian environment.

Duration of the Authorisation Order

The Order will be valid for a period of five years.

Note 1

Under s 85, a recommendation to the Governor in Council to make an Authorisation Order under that section is made by the Minister administering the *Water Act 1989* (Vic).

Note 2

The Minister must have regard to:

- (a) Principles of Sustainability (Schedule 15); and
- (b) Access and Use Provisions (Schedule 17).

See section 85(4).

Schedule 18 Facilitation of the exercise of Traditional Owner Rights

Draft Camping Authorisation

Authorised Activities under the *National Parks Act 1975* (Vic), *Land Act 1958* (Vic), *Forests Act 1958* (Vic) and *Crown Land (Reserves) Act 1978* (Vic) Commencement

This order commences on the day that the Indigenous Land Use Agreement is registered on the Register of Indigenous Land Use Agreements.

'Agreement Area' has the same meaning as in the Recognition and Settlement Agreement.

'Applicants' means the applicants in Federal Court proceedings VID6006/1998, VID6001/1999, VID6003/1999 and VID6001/2000.

'Corporation' means the Dja Dja Wurrung Clans Aboriginal Corporation (ICN 4421).

'Indigenous Land Use Agreement' means the indigenous land use agreement entered into by the Applicants, the Corporation and the State under the *Native Title Act 1993* (Cth) dated 28 March 2013.

'Recognition and Settlement Agreement' means the recognition and settlement agreement entered into by the Corporation and the State under s 4 of the *Traditional Owner Settlement Act 2010* (Vic) dated 28 March 2013.

'Verification Document' has the same meaning as in the Recognition and Settlement Agreement.

Authorisation

The camping activities and other matters to be authorised for traditional purposes under the above legislation are:

1. Camping in defined areas of Crown land as provided in the *National Parks Act 1975* (Vic).
2. Camping in defined areas of Crown land as provided in the *Land Act 1958* (Vic).
3. Camping in defined areas of Crown land as provided in the *Crown Land (Reserves) Act 1978* (Vic).
4. Camping in defined areas of Crown land as provided in the *Forests Act 1958* (Vic).

Terms and Conditions

Exercising the rights conferred under this Authorisation Order must be in accordance with State and Commonwealth laws.

The following terms and conditions apply to this Authorisation Order:

1. Subject to condition 2, no fees are payable by a member of the Dja Dja Wurrung to camp on an area of Crown land covered by this Authorisation Order.
2. Fees are payable by a member of the Dja Dja Wurrung where the camping area is on an area of Crown land subject to a lease or licence to a private operator.
3. A Corporation member may only carry out activities pursuant to this Authorisation Order if they have been issued with a Verification Document, or they are carrying out those

activities in the company of a member who has been issued with a Verification Document.

4. Where a permit or other authority is usually required to camp on an area of Crown land covered by this Authorisation Order, a member of the Dja Dja Wurrung may camp on this area without the requirement to hold that permit or other authority.
5. If a member of the Dja Dja Wurrung camps on an area of Crown land where, except for this Authorisation Order, a permit or other authority is required, the member of the Corporation must adhere to any terms and conditions that are normally issued with that permit or authority, including by reference to time and place.
6. Where a person is entitled to camp on an area of Crown land pursuant to a permit or other authority issued to that person, any rights of a Dja Dja Wurrung member to camp on that area of Crown land pursuant to this Authorisation Order are subject to those other rights under the permit or authority.
7. Where a Crown land camping area covered by this Authorisation Order is subject to a booking or other allocation system, camping cannot be undertaken by a member of the Dja Dja Wurrung pursuant to this Authorisation Order unless the booking or other allocation system is adhered to.
8. A member of the Dja Dja Wurrung camping pursuant to this Authorisation Order may not camp in an area for longer than the maximum number of consecutive nights that a person camping other than under this Authorisation Order, as specified under the Act or regulations under which the area is managed. If no maximum number of consecutive nights is specified under the Act or regulations under which the area is managed, then a member of the Dja Dja Wurrung may not camp in an area for longer than fifty-nine consecutive nights.
9. This Authorisation Order only applies to Crown land camping areas where the land manager is the Department of Sustainability and Environment, Parks Victoria or a local Council.

Duration of the Authorisation Order

The Order will be valid for a period of five years.

Note 1

Under s 86, a recommendation to the Governor in Council to make an Authorisation Order under that section is made jointly by each Relevant Land Minister for land to which the Authorisation Order applies.

Note 2

In making a recommendation, a Minister must have regard to clause 6.9 of the Recognition and Settlement Agreement that provides for the facilitation of Traditional Owner Rights. See section 86(4).

Note 3

If a Dja Dja Wurrung member camps on land in accordance with this Authorisation Order where it is an offence to camp without a permit, section 86(7) can exempt the member from the offence. See sections 86(7) and 86(8)..

Note 4

In relation to land where this Authorisation Order is in force, a Dja Dja Wurrung member is exempt from the requirement to pay a camping fee under the Act or regulations under which the land is managed. See section 86(9).

Schedule 19 Protocol for the Verification of Dja Dja Wurrung Membership (Clause 6.11)

1. The purpose of this protocol is to prevent a person who is not a member of the Dja Dja Wurrung from purporting to be a person to whom an Authorisation Order, Traditional Owner Recognition Permit, licence, permit or exemption referred to under clause 6 of the Recognition and Settlement Agreement applies.
2. The Corporation acknowledges that Authorised Officers have in the course of performance of their duties the authority to ask for the name and address of members of the Dja Dja Wurrung.
3. The Corporation and Authorised Officers will follow this protocol for the purpose of confirming whether a person whose name and address the Authorised Officer has taken in the course of his or her duties is a member of the Dja Dja Wurrung.

The Protocol:

4. The Corporation must issue a Verification Document to Dja Dja Wurrung members who propose to carry out any activities pursuant to an instrument referred to in item 1. The Verification Document must comply with the requirements in this Schedule 19. The Verification Document must be indelible and must be issued and administered by the Corporation.
5. The Verification Document shall be sufficient to establish an individual's entitlement to the terms and conditions of the Authorisation Orders and the Exemption and include the following details of the holder:
 - a. name
 - b. residential address
 - c. date of birth; and
 - d. a unique emblem or insignia of Dja Dja Wurrung membership.
6. The Corporation agrees to maintain an accurate register of those Dja Dja Wurrung members to whom the Verification Document has been issued. When requested by Authorised Officers, the Corporation agrees to confirm, by reference to this register, whether or not an individual is the holder of the Verification Document.
7. The State will respect the privacy of the members of the Dja Dja Wurrung and will comply with the *Information Privacy Act 2000* (Vic) and the *Privacy Act 1988* (Cth).
8. When an Authorised Officer encounters an individual asserting entitlement to access and use natural resources or carry out activities in accordance with an Authorisation Order or the Exemption, the Authorised Officer will verify the individual's membership by inspecting the Verification Document. The Authorised Officer may act to ensure compliance with the Authorisation Order or the exemption.
9. If the individual fails to produce the Verification Document to establish his or her entitlement under the Authorisation Orders or the Exemption, the Authorised Officer may act in accordance with his or her statutory duties.

10. The State and the Corporation agree to review the operation of the verification protocol, when either Party requests this in writing.

Schedule 20 Variations and new Authorisation Orders etc (Clause 6.4(b) and 6.8)

Protocol for the Variation of an Authorisation Order

1. The State will consider any reasonable request from the Corporation to vary the terms and conditions of any existing Authorisation Order in accordance with the protocol set out in this Schedule 20. Section 87 of the *Traditional Owner Settlement Act 2010* (Vic) provides for the process of variation or replacement of any existing Authorisation Order and each Minister, responsible for the making of the respective Authorisation Order will, at his or her unfettered discretion recommend to the Governor In Council to vary the terms and conditions of an Authorisation Order. On the Minister's recommendation, the Governor in Council may vary the terms and conditions of an Authorisation Order.
2. The Corporation may seek to vary or replace any existing Authorisation Order by giving written notification to the State regarding the request and advising in the written notification:
 - a. the Authorisation Order being sought to be varied or replaced;
 - b. the natural resources or activities subject to the request;
 - c. the impact on the natural resources or activities subject to the request including:
 - i. quantities of take
 - ii. species size restrictions (if applicable);
 - iii. proposed take methods
 - d. the proposed specific location and times relating to the request (if any);
 - e. the customary or traditional importance of the natural resource or activities concerned or intended commercial purpose (if applicable).
3. As soon as practicable after the State's receipt of the written notification the relevant State officers will:
 - a. request that further information be provided before being able to further consider the request;
 - b. provide preliminary comments; or
 - c. confirm that a proposal will be made to the relevant Ministers seeking a recommendation to the Governor-in-Council on the making of an Order or variation of terms and conditions (in whole or in part).
4. In considering a request from the Corporation to vary or replace an existing Authorisation Order the State will comply with the relevant provisions of Part 6 of the *Traditional Owner Settlement Act 2010* (Vic). To be clear, this may include consideration of:
 - a. whether it has legal authority to give its agreement or the activity would be inconsistent with legislation or regulations;
 - b. whether animal welfare outcomes are inconsistent with the *Prevention of Cruelty to Animals Act 1986* (Vic) or the *Wildlife Act 1975* (Vic);
 - c. whether additional research to achieve scientific certainty cannot be undertaken because of resource or capacity constraints;
 - d. whether the protocol for the verification of membership of the Corporation (Schedule 19 of the Recognition and Settlement Agreement) does not adequately manage compliance risks associated with the exercise/activity; and
 - e. the following grounds that fall within the Principles of Sustainability Provisions:
 - i. a lack of scientific certainty requires that agreement not be given because of reasonable concerns that the access to the natural resources or

- activities will create a risk to the sustainability of the natural resources or activities;
 - ii. where there is a risk of damage or detrimental impact on the environment, including harvested populations;
 - iii. the access to the natural resources or activities would have a significant adverse impact on other interests permitted to use and access the natural resources or carry out permitted activities.
5. Prior to varying or cancelling any existing Authorisation Order, the State will give written notification to the Corporation of the proposal to vary, replace or cancel any existing Authorisation Order including:
- a. the Authorisation Order that is proposed to be varied, replaced or cancelled;
 - b. the natural resources or activities which would be affected;
 - c. the reason/s why the variation, replacement or cancellation is proposed to be made.
6. Following the giving of the written notification referred to in item 5 above, the State will consult with the Corporation in an endeavour to reach a common view or resolution of the issues that have led to the proposed varying, replacing or cancelling of the Authorisation Orders.
7. Where a common view is reached between the parties for the varying of an Authorisation Order requested by the Corporation, the State will take the necessary steps to propose to the relevant Minister to make a recommendation to the Governor in Council to issue the varied Authorisation Order in accordance with the *Traditional Owner Settlement Act 2010* (Vic).
8. If a common view or resolution cannot be reached with the Corporation, State policy is that the State may seek to vary, replace or cancel an existing Authorisation Order where the State has reasonable concerns:
- a. that there are technical, administrative or similar errors to correct on the Authorisation Orders;
 - b. for one or both of the following reasons that fall within the Principles of Sustainability Provisions:
 - i. continued access to the natural resources or activities will create a risk to the sustainability of the natural resources or activities;
 - ii. continued access to the natural resources or activities may involve a risk of damage or detrimental impact on the environment, including harvested populations;
 - c. that there will be inconsistency with legislation and regulations, such as whether animal welfare outcomes are inconsistent with the *Prevention of Cruelty to Animals Act 1986* (Vic) or the *Wildlife Act 1975* (Vic); or
 - d. there have been persistent and serious breaches of the terms and conditions of one or more Authorisation Orders.

Protocol for the Request of a Traditional Owner Recognition Permit

1. The State will consider future requests by the Corporation for Dja Dja Wurrung members to undertake fishing activities that are different from those already authorised in the Fisheries Legislation (*Fisheries Act 1995* (Vic) and *Fisheries Regulations 2009* (Vic)). These additional activities may be authorised in a Traditional Owner Recognition Permit (TORP) issued to the Corporation.
2. The clauses in this protocol are relevant to any TORP issued in the future and to the variation of any existing TORP.
3. If the Corporation seeks the authorisation of fishing activities that are different from those described in the Fisheries Legislation or any associated instruments, or a previously issued TORP, the Corporation will:
 - a. Give written notification to the State about the proposal; and
 - b. In the notification, describe:
 - i. the fish or activities subject to the request;
 - ii. the impact on the fish or activities subject to the request including:
 1. quantities of take;
 2. species size restrictions (if applicable);
 3. proposed take methods;
 - iii. the proposed specific location and times relating to the request (if any); and
 - iv. the customary or traditional importance of the fish or activities concerned.
4. As soon as practicable after the State's receipt of the written notification the State will:
 - a. request that further information be provided before being able to further consider the request; or
 - b. provide its preliminary response; or
 - c. confirm that it will seek to give effect to the request (in whole or in part); or
 - d. decline the request
5. In considering a request from the Corporation for a TORP the State will have regard to the Principles of Sustainability Provisions and existing third part commercial fishing rights and interests, and may reasonably decline the request on the following grounds:
 - a. it has no legal authority to give its agreement or the activity would be inconsistent with legislation or regulations;
 - b. a lack of scientific certainty requires that agreement not be given because of reasonable concerns that the access to the fish or activities will create a risk to the sustainability of the fish or activities;
 - c. where there is a risk of damage or detrimental impact on the environment, including harvested populations;
 - d. additional research to achieve scientific certainty cannot be undertaken because of resource or capacity constraints;
 - e. the access to the fish or activities would have a material adverse impact on other interests (including commercial and recreational fishers) permitted to use and access the natural resources or carry out permitted activities;
 - f. insufficient provision of information regarding the customary or traditional importance of the fish or activities which explains the request for fishing activities that are different from those already authorised in the *Fisheries Legislation*.

- g. that the protocol for the verification of membership of the Corporation (Schedule 19 of the Recognition and Settlement Agreement) does not adequately manage compliance risks associated with the exercise/activity.
- 6. The State may impose conditions in the TORP in order to manage sustainability and other fisheries management risks.
- 7. Where the State can give effect to the Corporation's request, the State will take the necessary steps to ensure that the Executive Director of Fisheries Victoria grants the Permit expeditiously.
- 8. Where the Corporation wishes to vary or replace an existing TORP, the procedure outlined in paragraphs 2-5 above applies.

Note 1

Sections 82 to 86 of the *Traditional Owner Settlement Act 2010* (Vic) provide for the making of different kinds of Authorisation Orders, including terms and conditions.

Note 2

Section 87 of the *Traditional Owner Settlement Act 2010* (Vic) provides for the variation of terms and conditions of Authorisation Orders.

Note 3

Variations of terms and conditions of an Authorisation Order cannot be made without the recommendation of the Minister who recommended the making of the Order.

Schedule 21 Implementation Plan (Clause 10)

IMPLEMENTATION PLAN

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

Key Milestones & Deliverables	Agreement / reference	Agreed dates / preconditions	Estimated timeframe	Responsibility (support)	Status & Notes
Registration & Planning					
Registration of ILUA	ILUA Clause 6		August 2013	DOJ, DDWCAC	
Holding of a joint planning workshop with DDWCAC, steering committee and other agency staff	N/A	N/A	Oct 2013	DOJ	To build shared understanding of priorities, roles, responsibilities and resources for implementation.
Recognition components					
Publication of a public notice regarding the recognition of the Dja Dja Wurrung as the traditional owners of the RSA Area	RSA Clause 2.2	Within 3-months of commencement of RSA	Oct 2013	DOJ	Notice to contain the text set out in Schedule 2
State notification of Commonwealth, local government and other entities	RSA Clause 2.2	Within 3-months of commencement of RSA	Oct 2013	DOJ	Notice to be forwarded to the entities set out in Schedule 3
Promotion of welcome to country protocol	RSA Clauses 2.2 & 2.3	Within 3-months of commencement of RSA	Oct 2013	DOJ	State to forward welcome to country protocol, as set out in Schedule 4, to the entities listed in Schedule 3.
Development of an interpretive information Protocol	RSA Clause 2.4	Protocol to encompass the matters listed in Schedule 5	June 2014	DDWCAC (DOJ, DSE)	
Development of a plan of management for Lake Boort Reserve	RSA Clause 2.5	Commence within 12 months of commencement of RSA	June 2015	DSE, DDWCAC	Following completion of the management plan: <ul style="list-style-type: none"> State must implement the on-ground works, and Parties may agree to negotiate a cultural heritage agreement

Key Milestones & Deliverables	Agreement / reference	Agreed dates / preconditions	Estimated timeframe	Responsibility (support)	Status & Notes
Development of a plan for progressing the actions identified in the Local Government Engagement Strategy	RSA Clause 2.6	Commence within 3 years of commencement of RSA	June 2016	DDWCAC DPCD	
Land Agreement					
Transfer estate in fee simple under s 14 of the TOS Act to the Dja Dja Wurrung: <ul style="list-style-type: none"> Carisbrook and Franklindford 	RSA (Land Agreement) Clause 3.1	None specified [obligation to do so within a reasonable time - clause 17.6].	Feb 2014	AAV, DTF	
Grants of Aboriginal title to 6 sites totalling approximately 49,000 hectares:	RSA (Land Agreement) Clause 3.2	None specified [obligation to do so within a reasonable time - clause 17.6].	Jan 2015	DSE	Surveys, revocations, proclamations Finalise title plans
Land Use Activity Agreement (LUAA)					
Registration of the Land Use Activity Agreement	LUAA Clause 2	None specified, but agreement cannot commence until after registration	August 2013	DOJ	Register of Land Use Activity Agreements to be specified
Issuing of Ministerial directions	LUAA Clause 10.2	None specified, but agreement cannot commence until directions have been issued	August 2013	DOJ	Draft directions are included at Schedule 5 of the LUAA
Funding and economic development				DOJ	

Recognition and Settlement Agreement
for the recognition of the Dja Dja Wurrung and settlement of native title claims

Schedule 21 Implementation Plan (Clause 10)

Key Milestones & Deliverables	Agreement / reference	Agreed dates / preconditions	Estimated timeframe	Responsibility (support)	Status & Notes
Execution of Participation Agreement	RSA (Funding Agreement) Clause 5.2	None specified, but is a precondition to payment of settlement sum into Trust	June 2013	DDWCAC, DOJ, Trustee	Draft Participation Agreement included at Schedule 12
Payment of \$5 million to the Victorian Traditional Owners Trust	RSA (Funding Agreement) Clause 5.1(b)	Within 10 business days of the preconditions being met	Aug 2013	DOJ	Preconditions are execution of Participation Agreement; Registration of ILUA; and, receipt of Tax Invoice.
Development of Investment Plan for use of economic development funds	RSA (Funding Agreement) Clause 5.3(b)	Prior to first instalment of economic development funds	2014	DDWCAC	
Payment of \$3.25 million to DDWCAC for economic development purposes	RSA (Funding Agreement) Clause 5.1(c) & 5.3	To be paid in three instalments following meeting of milestones (see Status and Notes)	Instalment 1: 2014-15 Instalment 2: 2015-16 Instalment 3: 2016-17	DOJ	Milestones, detailed in clause 5.3 of the RSA include maintenance of corporate compliance and capacity, and development and implementation of an Investment Plan
Execution of Grant Funding Agreement	RSA (Funding Agreement) Clause 5.4	Grant Funding Agreement to commence on 1 July 2013	July 2013	DOJ, DDWCAC	Draft Grant Funding Agreement included at Schedule 13

Recognition and Settlement Agreement
for the recognition of the Dja Dja Wurrung and settlement of native title claims

Schedule 21 Implementation Plan (Clause 10)

Key Milestones & Deliverables	Agreement / reference	Agreed dates / preconditions	Estimated timeframe	Responsibility (support)	Status & Notes
Payment of \$900,000 in Grant Funding to DDWCAC	RSA (Funding Agreement) Clause 5.1(d)	To be paid in instalments as per payment schedule in Grant Funding Agreement	2013-17	DOJ	
Employment of Dja Dja Wurrung membersto implement the joint management land developed under the Traditional Owner Land Management Agreement	RSA Clause 7.2	Three positions for the financial year 2014-15 and thereafter.	July 2014	DSE (PV)	
Engagement by the State of the Dja Dja Wurrung Enterprises Pty Ltd to undertake environmental works in the Agreement Area	RSA Clause 7.3	To a value of \$500,000 over the financial years 2013-14, 2014-15, 2015-16	2013-16	DSE, (DDWCAC)	
Natural Resource Agreement					
Implementation of Participation Strategies	RSA (Natural Resource Agreement) Clause 6.3	Ongoing	Ongoing	DDWCAC, DSE, DPI	
Meeting to prioritise participation strategies	N/A	N/A	Sept 2013	DSE, DPI	At least annually thereafter
Making of recommendations to the Governor-in-Council for the making of the authorisation orders	RSA (Natural Resource Agreement) Clause 6.4 and 6.7	None specified [obligation to do so within a reasonable time - clause 17.6].	August 2013	DSE, DPI	Draft authorisation order included in RSA at Schedule 17

Key Milestones & Deliverables	Agreement / reference	Agreed dates / preconditions	Estimated timeframe	Responsibility (support)	Status & Notes
Issuing of the Verification Document to DDWCAC members	RSA (Natural Resource Agreement) Clause 6.4(e)	Prior to the exercise of the authorisation orders and exemptions by Dja Dja Wurrung members	August 2013	DDWCAC	Document to be issued as per the verification protocol in Schedule 19
Provision to the DDWCAC of document summarising rights and obligation of authorisation orders, and other relevant documents prepared for the general public	RSA (Natural Resource Agreement) Clause 6.4(f)	None specified [obligation to do so within a reasonable time - clause 17.6].	Dec 2013	DSE, DPI	
Provision of regular training to DDWCAC members on the rights and obligations under authorisation orders	RSA (Natural Resource Agreement) Clause 6.4(g)	None specified [obligation to do so within a reasonable time - clause 17.6].	Ongoing	DSE, DPI	
Design and implement one or more programs to monitor the operation of the authorisation orders	RSA (Natural Resource Agreement) Clause 6.4(h)	None specified [obligation to do so within a reasonable time - clause 17.6].	Dec 2013	DSE, DPI, DDWCAC	
Joint Management (Traditional Owner Land Management Agreement)					
Nomination by DDWCAC of persons for appointment to the TOLMB	TOLMA Clause 2.5	Within 6-months of commencement of TOLMA	March 2014	DDWCAC	Four persons to be nominated by DDWCAC
Establishment of the Dja Dja Wurrung Traditional Owner Land Management Board	TOLMA Clause 2.1	None specified – Minister must use best endeavours	Jan 2015	DSE	By determination published in the Government Gazette. A draft determination is set out in Schedule 2 of the TOLMA

Key Milestones & Deliverables	Agreement / reference	Agreed dates / preconditions	Estimated timeframe	Responsibility (support)	Status & Notes
Preparation of joint management plan for Aboriginal title land in accordance with relevant statutory framework of each site	TOLMA Clause 3	To be completed within 3-years of appointment of the TOLMB (statutory requirement)	Jan 2018	TOLMB (DSE)	
Review and evaluation					
Implementation review	RSA Clause 11.1	Within 18 months of Registration Date	Dec 2014	DDWCAC, DOJ, DSE, DPI	
Initial outcomes review	RSA Clause 11.2	Within 5 years of the Registration Date or as otherwise agreed	June 2018	DDWCAC, DOJ, DSE, DPI	
Evaluation and baseline data gathering design and timelines agreed	N/A	N/A	Aug 2014	DOJ DDWCAC	

Schedule 22 Communications (Clause 17.1)

State Representative (as at the execution date of this Agreement)

Name/Position

Contact Details

Manager
Native Title Unit
Department of Justice

Address: Department of Justice
Level 24, 121 Exhibition Street
Melbourne VIC 3000

Ph 03 8684-7523
Fax 03 8684-1044

Email nativetitle@justice.vic.gov.au

Corporation Representative (as at the execution date of this Agreement)

Name/Position

Contact Details

Chief Executive Officer
Dja Dja Wurrung Clans Aboriginal
Corporation (ICN 4421)

Address: 473 Hargreaves Street,
Bendigo, VIC, 3552

Ph 03 5444-2888
Fax 03 5441-6472

Email barbara@ddwcac.com.au

Schedule 23 Dja Dja Wurrung Ancestors (Clause 18.1)

- (a) **Leonard Kerr** (born circa 1854 at Mount Hope, or Loddon Victoria. Parents recorded as Curr and Peggie on marriage certificate. Married Bella Gorrie at Coranderrk in 1875 and later Margaret Briggs in 1883);
- (b) **Emma Curr** (born circa 1853 at Kelly's station, Bendigo Creek or Terrick Terrick, , Victoria, died April 1886 at Barham Station, NSW. Married Alick Campbell in 1873 at Coranderrk);
- (c) **David Harrison** (born circa 1800, died at St. Arnaud, Victoria April 27 1861., Married Mary) and his son **Captain Harrison** (born 1839 at Carr's Plain or 1838 in Donald. Married Sarah Ross/Rosson and later Margaret Green in 1883 at Ebenezer. Died 1908 at Coranderrk);
- (d) **Finemore Jackson** (born circa 1868/1869 at Mount Hope, Victoria. Married Gertrude Vincent November 1895 at Moama while resident at Cummeragunja);
- (e) **King Girribong** (associated with the Boort area in the mid 1840s. Married Matty), his son Logan, who may also have been known as **Lerimburneen** (King Billy - Logan) (born circa 1835 at the Loddon or Murray Plains, died 1865 at the Loddon River. Married Ginny in 1855 at Loddon or Murray Plains, may have married Belay and Kitty), **Logan's** sons **Robert Nicholls** (born circa 1849 or 1854 at West Charlton or Nicholls Station, Victoria, died 1929), and **Walpanumin** (Jacky Logan) (born circa 1846 at the Richardson River or East Charlton, Victoria);
- (f) **Gilpoon-Mouning**, and her daughter **Caroline Malcolm** (born 1846 at Menzies Station Loddon, died 1889. May have been recorded in the Mt Franklinford 1863 census as residing at Bullock Creek. A Coranderrk burial registry lists Caroline's tribe as being from the Loddon.);
- (g) **Mary Jane**, and her son **Henry Harmony Nelson** (born 1855 at Majorca/Loddon, died circa 1919 at Tocumwal NSW. Married Margaret Stone (alias McDonald) in 1880 at Coranderrk. Spent some time with his family at Framlingham in 1884 to 1891);
- (h) **Nelson Trobullock** and **Nora Wan-nannee**, and their son **John Terrick** (born, circa 1835 or 1843 at Terrick Terrick in the Mount Hope district, died 1922. Described as belonging to the Bendigo tribe. Lived for some time at Coranderrk Station);
- (i) **Jamie Warbot** ("Pretty Boy") and **Katie**, and their son **John Charles** (born, circa 1852 at Bacchus Marsh, or Avoca, died 1884. Married Eliza Briggs in 1875 at Coranderrk. Spent much of his life at Coranderrk. John Charles is recorded as having been the half-brother of Thomas Dunolly);
- (j) **Thomas Dunolly** (born circa 1854 at Dunolly, Victoria, died 1923. Parents were Willie and Betsy. Recorded in a census at Mr Franklinford Station in 1863. Lived in Coranderrk Station circa 1867. Married Jessie Hamilton in 1876 at Coranderrk and later married Jemima Wandin in 1910 at Coranderrk. Recorded as being a member of the Mt Franklin tribe or Monulgundeech tribe in 1863);

- (k) **Tommy Avoca** / Deardjoo Warramin (born Mt Franklin circa 1834. Recorded as “the old Jajowrong Tommy Avoca (Deardjoo Warramin, c. 1834-1894)”. At the Coranderrk inquiry stated that he “came from Mount Franklin”;
- (l) **Alfred Davies** (Alfred told the Coranderrk inquiry in November 1881 that he was born “on the Loddon”);
- (m) **Tommy Farmer**/ Birn Burman (born Loddon, Castlemaine circa 1834. Marriage certificate states that he was “head of the Loddon, Castlemaine district”.);
- (n) **Samuel Kinnear** / Mapooungun (Recorded as “of the Yurra Yurra (Charlton-Avoca) tribe”);
- (o) **William Parker** (At the Coranderrk Inquiry in 1881 stated that he was born at Jim Crow);
- (p) **Catherine** (Kate/Kitty) **Robinson** (possibly known as Kitty, born at Bridge Water circa 1826, died 1886 at Swan Hill. A Catherine Robinson was recorded in a list of burials at the Coranderrk Cemetery dated 1876-1943.);
- (q) **Martin Simpson** (The Albury Border Post noted in October 1887 that Martin Simpson was “a native of Jim Crow and belonged to the Gejoworrung tribe”. At the Coranderrk inquiry in 1881 stated that he was born at Jim Crow but did not know his age.); and
- (r) **Charlotte Williams** (According to her marriage certificate, born at Franklin, Talbot circa 1851).

Attachment 1 Traditional Owner Land Management Agreement

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

Attachment 2 Indigenous Land Use Agreement

The Indigenous Land Use Agreement is part of the Settlement Package.

Land Use Activity Agreement

being part of the Recognition and Settlement Agreement under s 4 of the *Traditional Owner Settlement Act 2010* (Vic)

between

Dja Dja Wurrung Clans Aboriginal Corporation

Indigenous Corporation Number 4421

and

the State of Victoria

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Date 28 March 2013

**Dja Dja Wurrung Clans Aboriginal Corporation
Indigenous Corporation Number 4421**

(the Corporation)

and

the State of Victoria

(the State)

Background

- A. This Land Use Activity Agreement forms part of the Recognition and Settlement Agreement entered into by the Parties on 28 March 2013 under s 4 of the *Traditional Owner Settlement Act 2010* (Vic) (the Act).
- B. For the purposes of s 32 of the Act, this Land Use Activity Agreement:
 - (a) specifically lists Land Use Activities the carrying out of which are subject to this Land Use Activity Agreement; and
 - (b) specifies which of the listed Land Use Activities are Routine Activities, Advisory Activities, Negotiation Activities, Class A, Negotiation Activities, Class B, or Agreement Activities.
- C. The Act provides for the procedures that apply to Negotiation Activities and Agreement Activities specified in this Land Use Activity Agreement.
- D. The Act also provides for the Minister to make directions as to the notification of, and consultation with, the Corporation regarding any proposals to carry out Advisory Activities specified in this Land Use Activity Agreement.

Agreed terms

1. Parties

The Parties to this Land Use Activity Agreement are:

- (a) the Corporation; and
- (b) the State.

2. Registration and Effective Date (s 72(1) and s 73(1) of the Act)

- (a) Pursuant to s 72(1) of the Act, on entering into this Land Use Activity Agreement, the Minister must lodge this Land Use Activity Agreement with the Registrar for registration on the Register of Land Use Activity Agreements.

- (b) This Land Use Activity Agreement comes into effect on the date of the first Business Day after the last of the following pre-conditions occurs:
 - (i) notice of the registration of this Land Use Activity Agreement is published in the Government Gazette; and
 - (ii) the ILUA is registered on the Register of Indigenous Land Use Agreements; and
 - (iii) the Minister has issued directions in accordance with s 34 of the Act.

3. Ministerial Consent

The consent of any Minister (other than the Minister entering into this Land Use Activity Agreement) required under s 30(3) of the Act is attached at Schedule 1.

4. Aboriginal Cultural Heritage

- (a) The Parties do not intend this Land Use Activity Agreement, or any agreement made under Division 3 of Part 4 of the Act, to result in any inconsistency with the *Aboriginal Heritage Act 2006* (Vic) and procedures or instruments pursuant to that statute.
- (b) If any matter arises in connection with this Land Use Activity Agreement that is covered by the *Aboriginal Heritage Act 2006* (Vic) or a procedure or an instrument made pursuant to that statute, then the Parties:
 - (i) acknowledge that the relevant procedures under the *Aboriginal Heritage Act 2006* (Vic) regarding that matter will apply; and
 - (ii) agree not to duplicate or seek to duplicate any of the procedures referred to in clause 4(b)(i).
- (c) For the avoidance of doubt, to the extent that the *Aboriginal Heritage Act 2006* (Vic) deals with matters relating to Aboriginal Cultural Heritage, any protection given under that Act against prosecution will only apply where parties have complied with the requirements of the *Aboriginal Heritage Act 2006* (Vic).

5. Agreement Land (s 31(2)(a) of the Act)

5.1 Definition of Agreement Land

- (a) Subject to clauses 5.1(b) and 5.1(c), the Land Use Activity Agreement applies to the area described in Item 1 of Schedule 2.
- (b) This Land Use Activity Agreement does not apply to the areas specified in item 2 of Schedule 2.
- (c) This Land Use Activity Agreement will cease to apply to an area or part of an area described under clause 5.1(a) in the event that a Land Use Activity that is specified in item 3 of Schedule 2 is carried out in relation to that area or part of that area.

- (d) This Land Use Activity Agreement will cease to apply to an area or part of an area to which clause 5.1(c) applies immediately on the carrying out of the relevant Land Use Activity.

5.2 Variation of Agreement Land

The Parties will take all reasonable steps to ensure that, areas specified under item 2.2 of Schedule 2 are included in the Agreement Land through a variation to this Land Use Activity Agreement under clause 17 in the event that the Parties agree that the basis for excluding the area has been removed, ceased or no longer has effect.

6. Traditional Owner Rights recognised in the Recognition and Settlement Agreement

- (a) The traditional owner rights recognised in the Recognition and Settlement Agreement in accordance with s 9 of the Act are:
 - (i) to enjoy the culture and identity of the Dja Dja Wurrung;
 - (ii) to maintain a distinctive spiritual, material and economic relationship with the land and the natural resources on or depending on the land;
 - (iii) to access and remain on the land;
 - (iv) to camp on the land;
 - (v) to use and enjoy the land;
 - (vi) to take natural resources on or depending on the land;
 - (vii) to conduct cultural and spiritual activities on the land; and
 - (viii) to protect places and areas of importance on the land.

7. Emergency situations

- (a) Pursuant to s 39 of the Act this Land Use Activity Agreement is not to be taken to prevent or impose any requirements on the carrying out of any activity by a Decision Maker in an emergency for the purpose of protecting property, life or the environment.
- (b) The State will make reasonable efforts to inform the Corporation in relation to any activities to which clause 7(a) applies as soon as practicable.

8. Land Use Activities to which this Land Use Activity Agreement applies

- (a) Pursuant to s 32(1) of the Act this Land Use Activity Agreement only applies to the Land Use Activities listed under clauses 9 to 12.
- (b) This Land Use Activity Agreement does not apply to a Land Use Activity specified in item 6 of Schedule 3, even if, but for this clause 8, this Land Use Activity Agreement would otherwise apply to it.

9. Routine Activities

9.1 Activities to which this clause applies

The Land Use Activities specified in item 1 of Schedule 3 are Routine Activities.

9.2 Earth Resource and Infrastructure Authorisations for exploration or prospecting

- (a) Pursuant to s 33(2) of the Act, the granting of any Earth Resource Or Infrastructure Authorisation for the purpose of exploration or prospecting under any of the following acts:
 - (i) the *Mineral Resources (Sustainable Development) Act 1990*;
 - (ii) the *Petroleum Act 1998*;
 - (iii) the *Geothermal Energy Resources Act 2005*;
 - (iv) the *Offshore Petroleum and Greenhouse Gas Storage Act 2010*; or
 - (v) the *Greenhouse Gas Geological Sequestration Act 2008*;on the terms specified in Schedule 4 is a Routine Activity.
- (b) As part of the initial outcomes review under clause 11.2 of the Recognition and Settlement Agreement, the Parties agree that the review will include, but not be limited to, the degree of compliance with the terms specified in Schedule 4.

10. Advisory Activities

10.1 Activities to which this clause applies

The Land Use Activities specified in item 2 of Schedule 3 are Advisory Activities.

10.2 Ministerial directions as to Advisory Activities

- (a) The Parties acknowledge that a Decision Maker who proposes to carry out an Advisory Activity in the Agreement Land must comply with any Ministerial direction given under s 34(1) of the Act that may apply from time to time to the carrying out of that activity.
- (b) A draft direction for the Minister's consideration is attached at Schedule 5.
- (c) The Parties acknowledge that under s 34(3) of the Act the Minister may, after consulting with the Corporation, vary or revoke a direction given under s 34(1) of the Act from time to time.
- (d) The Parties acknowledge that if the Minister revokes a direction given under s 34(1) of the Act, the Minister must, as soon as possible after doing so, give further written directions as to the matters covered by the revoked direction.

- (e) The State will send the Corporation a copy of any Ministerial direction given or varied under s 34 of the Act, at the same time as it is sent to Decision Makers.
- (f) This clause is not intended to fetter the Minister's discretion in making any direction under s 34 of the Act.

11. Negotiation Activities

11.1 Negotiation Activities, Class A

- (a) The Land Use Activities specified in item 3 of Schedule 3 are Negotiation Activities, Class A.
- (b) Pursuant to s 32(3)(b) of the Act, a Land Use Activity specified in item 3 of Schedule 3 must be a Significant Land Use Activity.
- (c) Without derogating from clause 11.1(a), the Parties agree that the granting of any Earth Resource Or Infrastructure Authorisation for the purposes of exploration or prospecting under any of the following acts:
 - (i) the *Mineral Resources (Sustainable Development) Act 1990* (Vic);
 - (ii) the *Petroleum Act 1998* (Vic);
 - (iii) the *Geothermal Energy Resources Act 2005* (Vic);
 - (iv) the *Petroleum (Submerged Lands) Act 1982* (Vic);
 - (v) the *Offshore Petroleum and Greenhouse Gas Storage Act 2010* (Vic); or
 - (vi) the *Greenhouse Gas Geological Sequestration Act 2008* (Vic);on terms other than those specified in Schedule 4 are Negotiation Activities, Class A.

11.2 Negotiation Activities, Class B

- (a) The Land Use Activities specified in item 4 of Schedule 3 are Negotiation Activities, Class B.
- (b) Pursuant to s 32(3)(a) of the Act, a Land Use Activity specified in item 4 of Schedule 3 must be either a:
 - (i) Limited Land Use Activity; or
 - (ii) Significant Land Use Activity.

12. Agreement Activities

- (a) The Land Use Activities specified in item 5 of Schedule 3 are Agreement Activities.
- (b) Pursuant to s 32(3)(b) of the Act, a Land Use Activity specified in item 5 of Schedule 3 must be a Significant Land Use Activity.

- (c) The Corporation agrees to respond to a notification made under s 49 of the Act within a period of three months from the date that the notice comes into effect.

13. Activities that fall under more than one category of Land Use Activity

Subject to clause 9.2, if a Land Use Activity is capable of falling under more than one category in Schedule 3, a categorisation that provides a higher level of procedural rights to the Corporation takes precedence over a categorisation that provides a lower level of procedural rights to the Corporation.

14. Multiple activities may be treated as a single activity

For the purpose of s 37 of the Act, the Parties agree to follow the process specified in Schedule 6 to enable negotiations and decisions by the Corporation under this Land Use Activity Agreement in relation to the carrying out of two or more Land Use Activities on the land to be conducted as a joint process where each of the activities to be negotiated and decided relates to a single enterprise.

15. Review of listing and categorisation of Land Use Activities

- (a) The Parties will consider varying the Land Use Activities to which this Land Use Activity Agreement applies and their categorisation as part of the initial outcomes review under clause 11.2 and a periodic outcomes review under clause 11.3 of the Recognition and Settlement Agreement.
- (b) The Parties must consider varying the Land Use Activities to which this Land Use Activity Agreement applies and their categorisation when a change in law introduces, creates, varies or eliminates a land use activity which:
 - (i) is of the same type of a Land Use Activity which is categorised as an Agreement Activity or a Negotiation Activity; or
 - (ii) if permitted, would exclude or restrict public access in the area affected for a period of more than ten years.
- (c) When considering a proposed variation referred to in clause 15(a), the Parties may take into account any relevant consideration including:
 - (i) changes in technology;
 - (ii) changes in law;
 - (iii) the priorities of each Party;
 - (iv) clarifying the status of an act or an activity under this Land Use Activity Agreement; or
 - (v) additions to or changes regarding the categorisation of Land Use Activities under other registered Land Use Activity Agreements.
- (d) For the avoidance of doubt, any variation of the kind referred to in clause 15(a) is not intended to apply to Land Use Activities that have been done or carried out before the variation or change.

16. Community Benefits

- (a) The Parties agree that:
 - (i) the State will provide Community Benefits to the Corporation in accordance with Schedule 7;
 - (ii) any Community Benefits that are provided in accordance with Schedule 7 are full and final satisfaction of the Corporation's entitlement under the Act to any Community Benefits for any Land Use Activity to which the Community Benefits relate.
- (b) The Corporation agrees that neither the Corporation nor a member of the Corporation will seek or receive payments, pecuniary or otherwise, in return for the Corporation providing its agreement under Part 4 Division 3 to the Responsible Person in relation to a Land Use Activity to which a formula in Schedule 7 applies, unless:
 - (i) it is a Community Benefit Payment made in accordance with the formula in Schedule 7; or
 - (ii) it is a non-pecuniary Community Benefit provided by a Responsible Person who is not also the Decision Maker in relation to the Land Use Activity.
- (c) This clause 16 does not prevent the Corporation from negotiating with a Responsible Person for non-pecuniary Community Benefits in relation to a Land Use Activity to which this clause applies.
- (d) The Parties acknowledge that this clause does not affect the ability of either Party to apply under s 53 of the Act to the Victorian Civil and Administrative Tribunal for a determination.
- (e) The Parties agree that:
 - (i) the Corporation may apply in writing to the Minister requesting the payment of Community Benefits in accordance with the formula in Schedule 7 in relation to a Significant Land Use Activity that is granted on or after 28 March 2013 but before the Effective Date; and that is:
 - (A) a Public Land Authorisation that is listed in item 3, 4 or 5 in Schedule 3; or
 - (B) a grant of an estate in fee simple that is listed in Item 4 or 5 in Schedule 3; but is not:
 - (C) a Future Act; or
 - (D) listed in Item 2.2 of Schedule 2 (Planned Future Use);
 - (ii) the State will provide Community Benefits to the Corporation in accordance with the formula in Schedule 7 for a Significant Land Use Activity referred to in clause 16(e)(i) which meets all of the requirements listed in paragraphs 16(e)(i)(A) to (D); and

- (iii) for the avoidance of doubt, the State will continue to comply with its obligations pursuant to Division 3 of Part 2 of the *Native Title Act 1993* (Cth) in relation to any Future Act done on or in the Agreement Land.
- (f) The Parties will consider varying the thresholds of the formulae in Schedule 7 in accordance with the Consumer Price Index (Melbourne), land value increases (where applicable), and other indicators (as appropriate) as part of the initial outcomes review under clause 11.2 and the periodic outcomes reviews under clause 11.3 of the Recognition and Settlement Agreement.

17. Variation

- (a) This Land Use Activity Agreement may only be varied by the Parties by agreement in writing.
- (b) The Parties acknowledge that under s 38 of the Act the provisions of Part 4 of the Act apply to any variation of this Land Use Activity Agreement as if the varying of the agreement were the entering into of a new agreement.
- (c) If this Land Use Activity Agreement requires re-registration due to a variation consented to in accordance with clause 17(a), in accordance with s 72(1), the Minister will seek to have this Land Use Activity Agreement re-registered on the Register of Land Use Activity Agreements.

18. Anti-avoidance

- (a) The State will not cause, or suffer, the alteration of the terms or conditions of a proposed Land Use Activity to which this LUAA would apply for the primary purpose of avoiding any of the following:
 - (i) a Land Use Activity that would otherwise be categorised as an Agreement Activity from falling into that category;
 - (ii) a Land Use Activity that would otherwise be categorised as a Negotiation Activity, Class A, from falling into that category;
 - (iii) a Land Use Activity that would otherwise be categorised as a Negotiation Activity, Class B, from falling into that category.
- (b) The State agrees that the allocation of a Commercial Lease will be subject to a competitive allocation process, unless an exemption to enter into direct negotiations is approved by the Relevant Land Minister or delegate.
- (c) The State agrees that where the allocation of a Commercial Lease falls into the Advisory category, and is intended to be allocated through a direct negotiation process to a person who has previously held a Lease over the same area of land, then the Decision Maker will notify the Corporation of this intent, and advise the Relevant Land Minister or delegate of any concerns raised by the Corporation within a period of 10 Business Days since the Corporation received the notification.

19. Definitions and Interpretation

19.1 Definitions

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

Aboriginal Cultural Heritage has the same meaning as in s 4 of the *Aboriginal Heritage Act 2006* (Vic);

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

Advisory Activity means a Land Use Activity specified under clause 10;

Agreement Activity means a Land Use Activity specified under clause 12;

Agreement Area means the area defined in Schedule 1 of the Recognition and Settlement Agreement;

Agreement Land means the area defined in clause 5.1;

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

Carbon Sequestration Agreement has the same meaning as in s 45 of the *Climate Change Act 2010* (Vic);

Commercial Lease, **Commercial Licence**, and **Commercial Permit** each means a Public Land Authorisation that is not, respectively, a Community Purpose Lease, Community Purpose Licence or Community Purpose Permit;

Commercial Purpose means any purpose other than:

- (a) the purpose of a Community Purpose Lease, Community Purpose Licence or Community Purpose Permit, and
- (b) the purpose of a Specified Public Work;

Community Benefit has the same meaning as in s 27(1) of the Act;

Community Benefit Payment has the same meaning as in s 27(1) of the Act;

Community Purpose Lease, **Community Purpose Licence**, and **Community Purpose Permit** each means a Public Land Authorisation that:

- (a) either:
 - (i) is granted for a purpose that is solely or primarily for community, social, religious, educational, health, charitable or sporting purposes; or
 - (ii) permits the use of land for providing services that are non-commercial in nature and aimed at improving community safety or welfare; and
- (b) is granted to an organisation that does not:

- (i) permit the distribution of profit to members;
- (ii) operate gaming equipment under the *Gambling Regulation Act 2003* (Vic); or
- (iii) have, or plan to have, a gross annual turnover of more than \$1 million in operating the leased premises;

Corporation means the Dja Dja Wurrung Clans Aboriginal Corporation (Indigenous Corporation Number 4421), or successor entity, being a Traditional Owner Group Entity;

Decision Maker has the same meaning as in s 29 of the Act;

Dispute means a dispute relating to the interpretation and operation of this Land Use Activity Agreement;

Dja Dja Wurrung has the same meaning as in the Recognition and Settlement Agreement;

Earth Resource Or Infrastructure Authorisation has the same meaning as in s 27(1) of the Act;

Effective Date means the day that this Land Use Activity Agreement comes into effect under clause 2(b);

Fisheries Authorisation means a licence or permit issued under the *Fisheries Act 1995* (Vic) that is an access licence (s 38), an aquaculture licence (s 43) or a general permit (s 49), but does not include the transfer or renewal of an access licence or aquaculture licence, under s 56 or s 57 of the *Fisheries Act 1995* (Vic);

Future Act has the same meaning as in s 233 of the *Native Title Act 1993* (Cth);

Government Party has the same meaning as in s 26 of the *Native Title Act 1993* (Cth);

Grantee Party has the same meaning as in s 29 of the *Native Title Act 1993* (Cth);

Indigenous Land Use Agreement or **ILUA** means the indigenous land use agreement under Subdivision C of Division 3 of Part 2 of the *Native Title Act 1993* (Cth) at Attachment 2 of the Recognition and Settlement Agreement;

Infrastructure means any:

- (a) Specified Public Work;
- (b) other building or man-made structure; or
- (c) work that has changed the natural condition or topography of the land;

Land Use Activity has the same meaning as in s 28 of the Act;

Land Use Activity Agreement means this agreement, including any schedules, annexures, attachments and appendices to this agreement;

Law means:

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

Lease means, unless otherwise specified, a lease that is a Public Land Authorisation;

Licence means, unless otherwise specified, licence that is a Public Land Authorisation;

Limited Land Use Activity has the same meaning as in s 27(1) of the Act;

Major Public Work means a Specified Public Work that is listed under item 4(a) or (b) of Schedule 3;

Minister means the Minister administering the Act;

Minor Public Work means a Specified Public Work that is of the type listed under item 2(f) of Schedule 3;

Native Title and **Native Title Rights and Interests** have the same meaning as in s 223 of the *Native Title Act 1993* (Cth);

Native Title Party has the same meaning as in s 29 and s 30 of the *Native Title Act 1993* (Cth);

Negotiation Activity means a Land Use Activity specified under clause 11;

Negotiation Activity, Class A means a Land Use Activity specified under clause 11.1;

Negotiation Activity, Class B means a Land Use Activity specified under clause 11.2;

Old Earth Resource Approval has the same meaning as in s 73(4) of the Act;

Parties means the parties to this Land Use Activity Agreement, set out in clause 1;

Permit, unless otherwise specified, means a permit that is a Public Land Authorisation;

Public Land has the same meaning as in s 3 of the Act, which for the purposes of this Land Use Activity Agreement is not to be taken to mean land that is held in fee simple other than land that is Aboriginal title land held in fee simple by a traditional owner group entity;

Public Land Authorisation has the same meaning as in s 27(1) of the Act;

Recognition and Settlement Agreement means the recognition and settlement agreement of which this Land Use Activity Agreement forms a part, entered into by the Corporation and the State under s 4 of the Act dated 28 March 2013;

Register of Indigenous Land Use Agreements has the same meaning as in s 253 of the *Native Title Act 1993* (Cth);

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

Responsible Person has the same meaning as in s 27 of the Act;

Routine Activity means a Land Use Activity specified under clause 9;

Settlement Package means the agreements entered into by the Parties in settlement of the Native Title determination applications in Federal Court proceedings VID6006/1998, VID 6001/1999, VID 6003/1999 and VID/6001/2000, being the Indigenous Land Use Agreement, the Traditional Owner Land Management Agreement and the Recognition and Settlement Agreement;

Significant Land Use Activity has the same meaning as in s 27(1) of the Act;

Specified Public Work has the same meaning as in s 27(1) of the Act;

State Agency means:

- (a) a government department;
- (b) a public statutory authority;
- (c) a government business enterprise; or
- (d) a committee of management where the Secretary of a State Agency is appointed as the committee of management,

but does not include any local government body.

Traditional Owner Group has the same meaning as in the Act;

Traditional Owner Group Entity has the same meaning as in the Act;

Traditional Owner Land Management Agreement means the traditional owner land management agreement under the *Conservation, Forests and Lands Act 1987* (Vic), attached to the Recognition and Settlement Agreement;

Traditional Owner Right has the same meaning as in s 9 of the Act and set out in clause 2.1 of the Recognition and Settlement Agreement;

Utility means:

- (a) a licensee under the *Water Industry Act 1994* (Vic);
- (b) an authority under the *Water Act 1989* (Vic);
- (c) a gas transmission company or gas distribution company under the *Gas Industry Act 2001* (Vic);
- (d) a distribution company, a transmission company or a generation company under the *Electricity Industry Act 2000* (Vic); or
- (e) a carrier under the *Telecommunications Act 1997* (Cth).

19.2 Interpretation

In this Land Use Activity Agreement, unless the context otherwise requires:

- (a) an expression defined in the Act has the same meaning when used in this Agreement;
- (b) a reference to any person includes a reference to that person's personal representatives, successors and transferees (whether by assignment, novation or otherwise pursuant to law);
- (c) a reference to any group includes a reference to the members of that group from time to time;
- (d) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation or instruments of a legislative character issued under, that legislation or legislative provision;
- (e) the singular includes the plural and vice versa;
- (f) a reference to an individual or person includes a company, corporation, partnership, firm, joint venture, association (whether incorporated or not), body, authority, trust, state or government and vice versa;
- (g) a reference to a part, clause, sub-clause, schedule, or attachment is to a part, clause, sub-clause, schedule or attachment of or to this Land Use Activity Agreement;
- (h) the 'Background' paragraphs form part of this Land Use Activity Agreement;
- (i) a reference to any agreement, arrangement, understanding, document, deed or protocol is to that agreement, arrangement, understanding, document, deed or protocol (and, where applicable, any provisions) as amended, novated, supplemented or replaced from time to time;
- (j) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (k) headings are included for convenience and do not affect the interpretation of this Land Use Activity Agreement; and
- (l) an agreement, representation or warranty on the part of or in favour of 2 or more persons binds or is for the benefit of them jointly and severally.

Schedule 1 Ministerial Consent (Clause 3)

I, Ryan Smith MP, as the Minister administering the:

- *Crown Land (Reserves) Act 1978;*
- *National Parks Act 1975;*
- *Forests Act 1958;*
- *Land Act 1958;* and
- *Wildlife Act 1975;*

for the purposes of sections 30(3)(a) and 30(3)(b) of the *Traditional Owner Settlement Act 2010* consent to the making of the Recognition and Settlement Agreement including a Land Use Activity Agreement under Part 4 of that Act between the State of Victoria and the Dja Dja Wurrung Clans Aboriginal Corporation (ICN 4421).



Ryan Smith MP
Minister for Environment and Climate Change

Dated 5/3/13

I, Michael O'Brien MP, as the Minister administering the:

- *Mineral Resources (Sustainable Development) Act 1990;*
- *Petroleum Act 1998;*
- *Pipelines Act 2005;*
- *Geothermal Energy Resources Act 2005;*
- *Greenhouse Gas Geological Sequestration Act 2008;* and

for the purposes of section 30(3)(a) of the *Traditional Owner Settlement Act 2010* consent to the making of the Recognition and Settlement Agreement including a Land Use Activity Agreement under Part 4 of that Act between the State of Victoria and the Dja Dja Wurrung Clans Aboriginal Corporation (ICN 4421).



Michael O'Brien MP
Minister for Energy and Resources

Dated 8/3/2013

Land Use Activity Agreement
for the recognition of the Dja Dja Wurrung and settlement of Native Title claims

Schedule 1 Ministerial Consent (Clause 3)

I, Peter Walsh MP, as the Minister administering the:

- *Wildlife Act 1975*;
- *Forests Act 1958*;
- *Fisheries Act 1995*;
- *Water Act 1989*;

for the purposes of sections 30(3)(a) and 30(3)(b) of the *Traditional Owner Settlement Act 2010* consent to the making of the Recognition and Settlement Agreement including a Land Use Activity Agreement under Part 4 of that Act between the State of Victoria and the Dja Dja Wurrung Clans Aboriginal Corporation (ICN 4421).



Peter Walsh MP
Minister for Agriculture and Food Security
Minister for Water

Dated 14.7.2013

I, Gordon Rich-Phillips MLC, as the Minister administering Division 6 of Part I of the *Land Act 1958*, for the purposes of section 30(3)(c) of the *Traditional Owner Settlement Act 2010* consent to the making of the Recognition and Settlement Agreement including a Land Use Activity Agreement under Part 4 of that Act between the State of Victoria and the Dja Dja Wurrung Clans Aboriginal Corporation (ICN 4421).



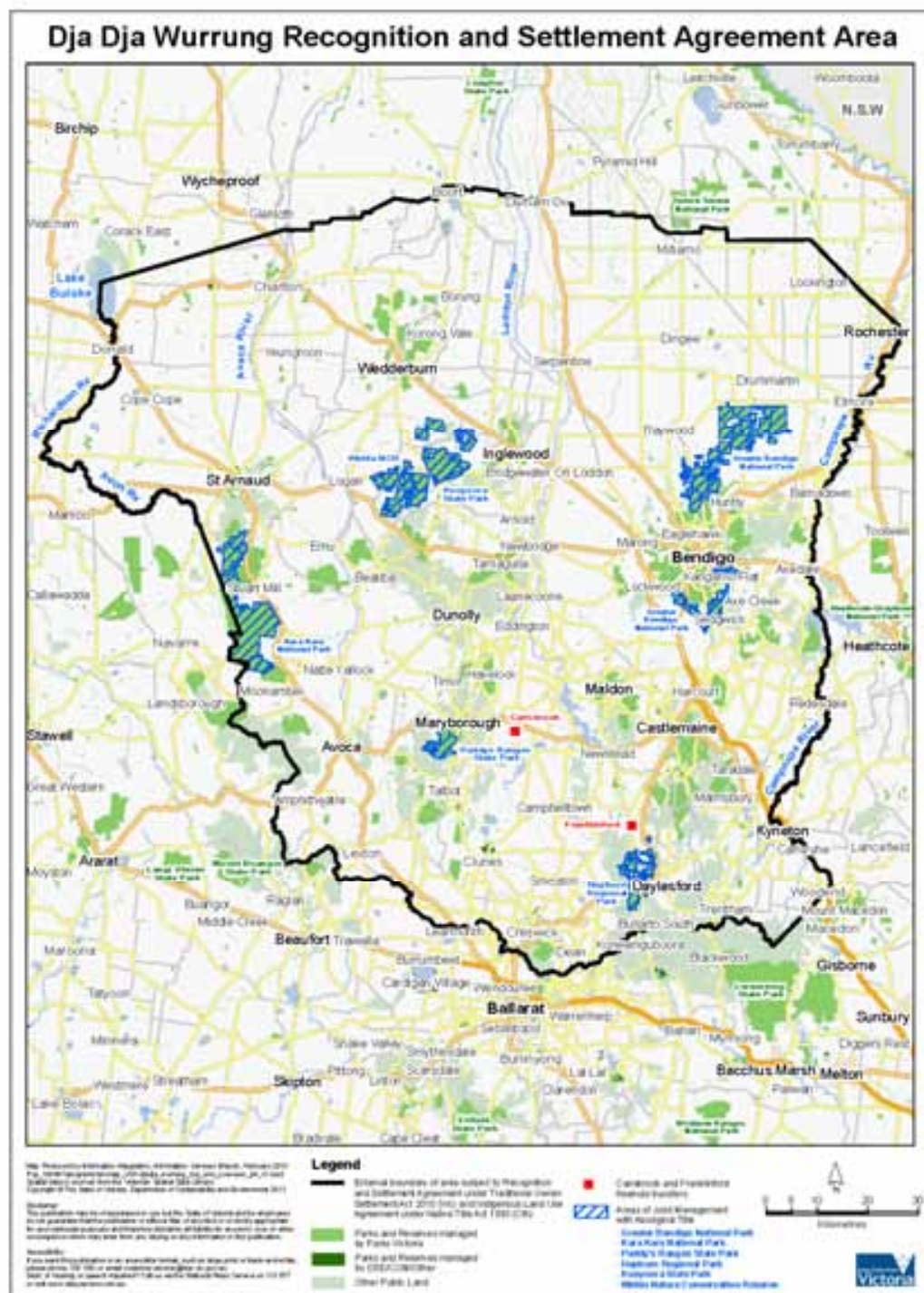
Gordon Rich-Phillips MLC
Assistant Treasurer

Dated 8/2/13

Schedule 2 Agreement Land (Clause 5)

1. Plan and written description

The Agreement Land is all the Public Land which falls within the boundary depicted on the map provided in this Item 1 being the boundary described in writing in this Item 1 also, subject to the exclusions in clauses 5.1(b) and (c) (items 2 and 3 below). Where there is any inconsistency between the map and the written description in this item 1, the written description shall prevail.



External boundary description

(Prepared by Geospatial Services, National Native Title Tribunal, 25 March 2013.)

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

Commencing at a point within Lake Buloke at Longitude 142.958419° East, Latitude 36.259125° South and extending generally north easterly to a point on the centreline of Avoca River at Latitude 36.169881° South; then generally south easterly along that river to Latitude 36.170953° South; then easterly to the junction of the Jeruk River Road and Hobbs Road; then easterly along the centreline of Hobbs Road to the Boort – Charlton Road; then northerly and generally easterly along the centreline of that road to Whittaker Lane; then generally northerly along the centreline of that lane to the Boort – Wycheproof Road; then north westerly along the centreline of that road for about 140 metres to again Whittaker Lane; then generally northerly along the centreline of that lane to Latitude 36.102250° South; then generally easterly through a point at Longitude 143.716667° East, Latitude 36.100000° South to the centreline of the Boort – Kerang Road at Latitude 36.099845° South; then generally southerly along the centreline of that road to the Boort – Yando Road; then generally north easterly and generally easterly along the centreline of that road to the southern boundary of Allotment 1 on TP342620; then generally easterly along the southern boundaries of that allotment and Allotment 2 on TP668356, Allotment 2 on TP127482, Allotment 29, Section D in the Parish of Boort, Allotment 1 on TP219370, Allotment 1 on TP946523, again Allotment 1 on TP219370, Allotment 1 on TP863172 to its south east corner; then onwards to the centreline of the Loddon River Road; then generally south easterly along the centreline of that road to the Boort – Pyramid Road; then generally easterly along centreline of that road to the Loddon Valley Highway at Durham Ox; then across that highway to the Mologa – Durham Ox Road; then generally south easterly along the centreline of that road, the Bendigo – Pyramid Road, again the Mologa - Durham Ox Road, Mitiamo – Kerang Road, Boyds Pit Road, Mitiamo – Forest Road, Leechs Road, Mitiamo – Kow Swamp Road, Allens Lane, Wason Road, Clayton Road, Trimby Road and Echuca – Mitiamo Road to Longitude 144.515615° East (being in the vicinity of Palmer Road); then generally south easterly through Longitude 144.624766° East, Latitude 36.291375° South and Longitude 144.702843° East, Latitude 36.349049° South to the centreline of the Campaspe River at Latitude 36.351124° South (at Rochester); then generally south westerly along the centreline of that river to the Knowsley – Eppalock Road; then continuing generally southerly through Lake Eppalock along the centreline of the former river course to again meet the Campaspe River; then continuing generally southerly along the centreline of that river to where it crosses the Calder Freeway south of Carlsruhe; then generally south easterly along the centreline of Calder Freeway to Latitude 37.332399° South; then southerly to Longitude 144.553998° East, Latitude 37.350911° South; then south westerly to a point on the centreline of Burnt Mill Road at Longitude 144.423598° East; then generally north westerly along the centreline of that track for about 240 metres to an unnamed track; then generally north westerly along a series of unnamed tracks, generally following the ridge of the Great Dividing Range (as it is defined in the Dja Dja Wurrung Clans Aboriginal Corporation Registered Aboriginal Parties area boundary) for about 3.6 kilometres to Firth Road at Latitude 37.436348° South; then generally northerly along the centreline of that road for about 1 kilometre to Mill Road; then generally westerly along the centreline of that road for about 460 metres to XL Track; then generally northerly along the centreline of that track to its end at an unnamed track at Latitude 37.418918° South; then generally westerly along the centreline of that unnamed track for about 660 metres to its end; then generally westerly along the southern boundaries of the Dja Dja Wurrung Clans Aboriginal Corporation Registered Aboriginal Parties area until the eastern extent of an unnamed track at approximately Longitude 144.343787° East, Latitude 37.415804° South; then generally north westerly along the centreline of that track to Countess Track; then generally northerly along

the centreline of that track to Jim Dunn Track; then generally north westerly along the centreline of that track and Countess Road to Blackwood Road; then generally southerly along the centreline of that road and Old Blackwood Road to Tower Track; then generally south westerly along the centreline of that track to Latitude 37.426057° South; then westerly to the junction of Morris Lane and Beaches Lane; then generally north westerly along the centreline of Beaches Road to again Blackwood Road; then generally northerly along the centreline of that road to Kearneys Road; then generally westerly along the centreline of that road for about 2.2 kilometres to an unnamed track (located between Pines Track and Frenchman Track) at Longitude 144.264002° East; then generally south westerly along the centreline of that track to Frenchman Track; then generally southerly along the centreline of that track for about 300 metres to an unnamed track at Latitude 37.426006° South; then generally north westerly along the centreline of that track to Roach Road; then generally south westerly along the centreline of that road to Thomas Track; then generally north westerly along the centreline of that track to Pearces Road; then generally westerly, southerly and generally westerly along the centreline of that road, South Bullarto Road and Leonards Hill-South Bullarto Road to Longitude 144.169016° East; then generally westerly through the following coordinate points:

Longitude (East)	Latitude (South)
144.168847	37.419321
144.168603	37.419342
144.168378	37.419331
144.168127	37.419268
144.167881	37.419106
144.167711	37.418906
144.167394	37.418716
144.167171	37.418504
144.167008	37.418356
144.166517	37.418110
144.165877	37.417853
144.165467	37.417758
144.164912	37.417696
144.164203	37.417619
144.163802	37.417648
144.163429	37.417713
144.162825	37.417923
144.162257	37.418129
144.161773	37.418264
144.161104	37.418377
144.160360	37.418426

Then westerly to Leonards Hill-South Bullarto Road at Longitude 144.160221° East; then continuing generally westerly along the centreline of that road to Longitude 144.142023° East; then generally south westerly through the following coordinate points:

Longitude (East)	Latitude (South)
144.142013	37.421048
144.141762	37.421533

Longitude (East)	Latitude (South)
144.141739	37.422098
144.141630	37.422525
144.141487	37.422838
144.140968	37.423283
144.140571	37.423787
144.140417	37.424260
144.140046	37.424858
144.139660	37.425456
144.139436	37.425991
144.139163	37.426394
144.138774	37.426778
144.138192	37.427115
144.137762	37.427402
144.137004	37.427870
144.136593	37.428152
144.136043	37.428363
144.135403	37.428601
144.134750	37.428720
144.134162	37.428787
144.133842	37.428647
144.133458	37.428413
144.132916	37.428098
144.132527	37.427843
144.132021	37.427546
144.131613	37.427366
144.131092	37.427222
144.130560	37.427026
144.130030	37.426725
144.129341	37.426261
144.128768	37.425885
144.128225	37.425615
144.127585	37.425370
144.127084	37.425181
144.126294	37.424809
144.126043	37.424609
144.125771	37.424376
144.125370	37.424034
144.125072	37.423796
144.124789	37.423626
144.124377	37.423412
144.123701	37.423203
144.123384	37.423251
144.122767	37.423296
144.122332	37.423452

Longitude (East)	Latitude (South)
144.121781	37.423575
144.121347	37.423776
144.120938	37.424112
144.120518	37.424580
144.120162	37.425158
144.119866	37.425623
144.119545	37.426026
144.119110	37.426323
144.118484	37.426683
144.117602	37.427032
144.116786	37.427253
144.116126	37.427387
144.115758	37.427495
144.115441	37.427591
144.115105	37.427743
144.114768	37.427999
144.114482	37.428393
144.114357	37.428742
144.114364	37.429123
144.114421	37.429463
144.114538	37.429855
144.114621	37.430299
144.114685	37.430568
144.114917	37.430844
144.115216	37.431100
144.115535	37.431351
144.115870	37.431602
144.116131	37.431811
144.116468	37.432068
144.116797	37.432315
144.117022	37.432499
144.117040	37.432617
144.117020	37.432715
144.116924	37.432770
144.116821	37.432812
144.116658	37.432811
144.116478	37.432820
144.116218	37.432827
144.115794	37.432778
144.115454	37.432766
144.115129	37.432763
144.114762	37.432811
144.114544	37.432864
144.114290	37.432938

Longitude (East)	Latitude (South)
144.113974	37.432986
144.113501	37.433000
144.112663	37.432945
144.111914	37.432912
144.111073	37.432870
144.110341	37.432854
144.109624	37.432939
144.109080	37.433070
144.108704	37.433298
144.108450	37.433457
144.108295	37.433595
144.108057	37.433687
144.107767	37.433780
144.107378	37.433844
144.106972	37.433886
144.106660	37.433882
144.106461	37.433922
144.106262	37.433961
144.105981	37.434055
144.105568	37.434161
144.105370	37.434192
144.105107	37.434211
144.104804	37.434225
144.104451	37.434202
144.104281	37.434176
144.104065	37.434107
144.103883	37.434016
144.103716	37.433938
144.103545	37.433879
144.102912	37.433787
144.102521	37.433842
144.102389	37.433994
144.102214	37.434237
144.101973	37.434616
144.101801	37.435023
144.101783	37.435350
144.101912	37.435699
144.101857	37.436076
144.102258	37.436348
144.102452	37.436715
144.102538	37.437115
144.102426	37.437599
144.102318	37.437968
144.102236	37.438351

Longitude (East)	Latitude (South)
144.102136	37.438799
144.101915	37.439225
144.101776	37.439558
144.101637	37.440052
144.101810	37.440369
144.102148	37.440646
144.102313	37.440860
144.102634	37.441215
144.102690	37.441619
144.102595	37.441879
144.102308	37.442195
144.101924	37.442442
144.101539	37.442649
144.101034	37.442789
144.100626	37.442822
144.100239	37.442717
144.099969	37.442656
144.099523	37.442616
144.099168	37.442590
144.098533	37.442575
144.098233	37.442648
144.097904	37.442720
144.097566	37.442861
144.097349	37.443046

Then south westerly to Leonards Hill – Barkstead Road at Latitude 37.443257° South; then generally south westerly along the centreline of that road to Rocklyn Road; then generally south westerly along the southern boundaries of the Dja Dja Wurrung Clans Aboriginal Corporation Registered Aboriginal Parties area to Codes Forrest Road at Longitude 143.906146° East, then generally north westerly along the centreline of that road and Kellys Lane to Latitude 37.464584° South; then generally north westerly through the following coordinate points:

Longitude (East)	Latitude (South)
143.857582	37.464454
143.857555	37.464423
143.857244	37.464222
143.856844	37.463836
143.856517	37.463535
143.856273	37.463269
143.855791	37.462924
143.855228	37.462542
143.854883	37.462367
143.854654	37.462275
143.854408	37.462187

Longitude (East)	Latitude (South)
143.853827	37.461988
143.853361	37.461853
143.852457	37.461615
143.851328	37.461415
143.850309	37.461336
143.849469	37.461376
143.849463	37.461375
143.849300	37.461396

Then westerly to Blackmore Road at Longitude 143.846167° East; then generally westerly along the centreline of Blackmore Road and Sulky Road to Gillies Road; then generally north westerly along the southern boundaries of the Dja Dja Wurrung Clans Aboriginal Corporation Registered Aboriginal Parties area to North South Track at Longitude 143.460795° East; then generally northerly along the centreline of that track and Ben Major Track to Latitude 37.310767° South; then generally north easterly and generally north westerly along the southern boundaries of the Dja Dja Wurrung Clans Aboriginal Corporation Registered Aboriginal Parties area (through the peak of Granite Hill) to again Ben Major Track at Latitude 37.295259° South; then generally north westerly and generally south westerly along the centreline of that track to Amphitheatre Road; then southerly along the centreline of that road to Flint Gully Road; then generally westerly along the centreline of that road to Longitude 143.374060° East; then generally north westerly and generally westerly along the top of the main ridge for about 2.5 kilometres as it is defined in the Wathaurung Aboriginal Corporation Registered Aboriginal Parties area boundary to the intersection of Little Breakneck Road, Fortes Road and F1a Road; then generally south westerly and generally northerly along the centreline of F1a Road, Forte Road, Tower Road, Hills Road, again Tower Road to its intersection with Mount Lonarch Road and continuing generally northerly along an unnamed track (as defined in the Victorian 1:25,000 topographic vector data) to the northern boundary of Allotment 4A, Section C in the Parish of Amphitheatre; then westerly along the northern boundary of that allotment to the centreline of a road reserve located east of the eastern boundary of Allotment 27, Section Z in the Parish of Amphitheatre; then generally north westerly along the centreline of that road reserve and onwards to the southern boundary of the Parish of Glenlogie; then generally westerly and generally northerly along the boundaries of that parish to Keiths Road; then generally north easterly along the centreline of that road to the prolongation easterly of the northern boundary of Allotment 22, Section A in the Parish of Glenpatrick; then westerly to the north eastern corner of that allotment; then westerly and generally northerly along the western boundaries of the Parish of Glenlogie to a corner at Latitude 37.175279° South; then generally northerly and generally north easterly through the following coordinate points:

Longitude (East)	Latitude (South)
143.324681	37.174990
143.324673	37.174719
143.324704	37.174369
143.324511	37.174046
143.324497	37.173584
143.324598	37.173211
143.324502	37.172840
143.324435	37.172492
143.324381	37.172110

Longitude (East)	Latitude (South)
143.324243	37.171730
143.324116	37.171270
143.324093	37.171000
143.324229	37.170828
143.324343	37.170421
143.324528	37.170000
143.324840	37.169644
143.325077	37.169549
143.325183	37.169311
143.325127	37.168872
143.325123	37.168738
143.325466	37.168437
143.325795	37.168161
143.326212	37.167972
143.326681	37.167658
143.326880	37.167249
143.327282	37.167072
143.327721	37.166669
143.328178	37.166412
143.328283	37.166184
143.328297	37.165700
143.328174	37.165341
143.328230	37.164901
143.328235	37.164585
143.328057	37.164318
143.327835	37.163950
143.327800	37.163726
143.327845	37.163342
143.327892	37.163070
143.327611	37.162636
143.327392	37.162359
143.327428	37.162166
143.327644	37.161858
143.327927	37.161469
143.328341	37.161190
143.328790	37.161114
143.329283	37.161127
143.329730	37.161028
143.330049	37.160853
143.330249	37.160488
143.330011	37.160053
143.329848	37.159808
143.329834	37.159347
143.329880	37.159007

Longitude (East)	Latitude (South)
143.330096	37.158722
143.330709	37.158473
143.331121	37.158172
143.331420	37.157828
143.331678	37.157496
143.331734	37.157022
143.331854	37.156793
143.332189	37.156697
143.332542	37.156746
143.333047	37.156680
143.333711	37.156317
143.334114	37.156118
143.334543	37.155823
143.334915	37.155599
143.335067	37.155285
143.335152	37.154876
143.335551	37.154523
143.335837	37.154310
143.336383	37.154160
143.336802	37.154100
143.337151	37.153842
143.337428	37.153344

Then northerly to Point Patrick Track at Longitude 143.337624° East; then generally easterly and generally north easterly along the centreline of that track and Main Break to Latitude 37.135863° South; then generally north westerly passing through Longitude 143.348250° East, Latitude 37.105785° South to the centreline of Main Break at Longitude 143.338303° East; then generally westerly and generally north westerly along the centreline of that track and Blue Mountain Track to Barkly Track; then generally north easterly along the centreline of that track to Wild Dog Track; then continuing generally north easterly along that track for about 1.4 km to an unnamed track at a peak marked 540 in the as defined in the Victorian 1:25,000 topographic vector data; then generally northerly along that unnamed track to Salt Patch Track; then generally westerly along the centreline of that track to the eastern boundary of the Parish of Barkly; then northerly along that parish boundary to Latitude 37.004535° South; then generally northerly through the following coordinate points:

Longitude (East)	Latitude (South)
143.249710	37.004341
143.249310	37.004071
143.248830	37.003451
143.248537	37.002882
143.248479	37.002476
143.248448	37.001927
143.248347	37.001488
143.248095	37.001158

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Schedule 2 Agreement Land (Clause 5)

Longitude (East)	Latitude (South)
143.247626	37.000868
143.246828	37.000654
143.246291	37.000279
143.245955	36.999841
143.245735	36.999419
143.245374	36.998908
143.245153	36.998468
143.244923	36.997695
143.244833	36.996994
143.244801	36.996533
143.244788	36.996090
143.244525	36.995637
143.244142	36.995344
143.243955	36.995047
143.243908	36.994661
143.243751	36.993562
143.243716	36.992977
143.243667	36.992520
143.243752	36.991788
143.243866	36.991414
143.244000	36.991097
143.244254	36.990663
143.244619	36.990327
143.244915	36.990092
143.245040	36.989956
143.245092	36.989792
143.245202	36.989447
143.245364	36.989226
143.245523	36.988922
143.245598	36.988434
143.245589	36.988120
143.245486	36.987664
143.245368	36.987308
143.245214	36.986910
143.244952	36.986501
143.244779	36.986060
143.244587	36.985606
143.244466	36.985108
143.244490	36.984735
143.244655	36.984288
143.245035	36.983866
143.245538	36.983370
143.245722	36.982966
143.245728	36.982566

Longitude (East)	Latitude (South)
143.245533	36.981983
143.245280	36.981258
143.245125	36.980832
143.245228	36.980114
143.245251	36.979670
143.245306	36.979111
143.245472	36.978693
143.245567	36.978291
143.245447	36.977864
143.245209	36.977625
143.244593	36.977322
143.244163	36.977230
143.243870	36.976978
143.243558	36.976669
143.243156	36.976362
143.242591	36.975943
143.242154	36.975623
143.241754	36.975373
143.241226	36.974996
143.240971	36.974815
143.240859	36.974631
143.240798	36.974389
143.240840	36.974002
143.240865	36.973644
143.240625	36.973334
143.240584	36.973163
143.240629	36.972861
143.240760	36.972487
143.240977	36.971982
143.241108	36.971579
143.241256	36.971147
143.241474	36.970685
143.241482	36.970341
143.241431	36.969813
143.241295	36.969429
143.241137	36.968932
143.241017	36.968490
143.241078	36.968117
143.241298	36.967727
143.241539	36.967436
143.241727	36.967161
143.242113	36.966924
143.242464	36.966746
143.242815	36.966539

Longitude (East)	Latitude (South)
143.243273	36.966373
143.243928	36.966189
143.244424	36.966094
143.244594	36.965804
143.244741	36.965344
143.244909	36.964997
143.245170	36.964778
143.245520	36.964556
143.245960	36.964376
143.246531	36.964366
143.247042	36.964184
143.247583	36.963788
143.248197	36.963447
143.248508	36.963098
143.248742	36.962550
143.248907	36.962117
143.249017	36.961614
143.249090	36.961055
143.249216	36.960495
143.249485	36.959946
143.249689	36.959599
143.250015	36.959163
143.250183	36.958817
143.250371	36.958556
143.250398	36.958255
143.250580	36.957779
143.250766	36.957432
143.251072	36.956911
143.251525	36.956559
143.252154	36.956147
143.252785	36.955777
143.253259	36.955511
143.253682	36.955345
143.254601	36.955084
143.255309	36.954914
143.256132	36.954397

Then north easterly to the westernmost corner of Allotment 4A, Section K in the Parish of Redbank (being a corner of the Kara Kara National Park); then generally northerly, generally westerly and generally northerly again along the boundaries of that national park to the southernmost corner of Allotment 26B, Section E in the Parish of Barkly; then westerly along the boundary of that allotment to its westernmost corner; then north easterly across Frenchmans – St Arnaud Road to the southernmost corner of Allotment 26A, Section E in the Parish of Barkly; then north westerly, north easterly and easterly along the boundaries of that allotment and onwards to the centreline of Frenchmans – St Arnaud Road; then generally

north easterly along that road to Latitude 36.908991; then easterly to a corner of Allotment 54A, Section E in the Parish of Barkly at Latitude 36.909080° South; then generally easterly along the northern boundaries of that allotment to its eastern most corner, being a point on the boundary of the Kara Kara National Park; then easterly and generally north westerly along the western boundaries of that national park to the southern boundary of the Parish of Boola Boloke; then easterly along the southern boundary of that parish to Longitude 143.251864° East; then north westerly to a point on the Avon River at Beazleys Bridge at Longitude 143.166672° East; then generally north westerly along the centreline of that river to Latitude 36.695433° South (this section of the agreement area excludes any area which is subject to the VI2004/008 Wotjobaluk Jaadwa Jadawadjali Wergaia and Jupagulk ILUA); then continuing generally north westerly along the centreline of the Avon River to where it enters the Richardson River; then generally north easterly along the centreline of that river to Longitude 142.954154° East, being a point about 300 metres south of the southern shoreline of Lake Buloke; then northerly back to the commencement point.

Exclusions

The agreement area excludes any area covered by VI2004/008 Wotjobaluk Jaadwa Jadawadjali Wergaia and Jupagulk ILUA as registered on 11 November 2005.

Note

Data Reference and source

- Agreement boundary data compiled by National Native Title Tribunal based on data sourced from Department of Sustainability and Environment.
- Cadastre data sourced from Public Sector Mapping Agency (July 2012) or from Vicmap data supplied by Spatial Vision under licence from Department of Sustainability and Environment (2010).
- Parish boundary data sourced from Department of Sustainability and Environment, VIC (2006).
- Roads and watercourses based on Topographic vector data (1:25,000) sourced from Department of Sustainability and Environment, VIC.
- Registered Aboriginal Parties (RAP) boundaries sourced from Aboriginal Affairs Victoria, Department of Planning and Community Development, VIC (March 2013).
 - Dja Dja Wurrung Clans Aboriginal Corporation Registered Aboriginal Parties area as per the amendment made to the registered area on 7 February 2013.
 - Wathaurung Aboriginal Corporation Registered Aboriginal Parties area boundary as registered on 25 May 2009.
- VI2004/008 Wotjobaluk Jaadwa Jadawadjali Wergaia and Jupagulk ILUA as registered on 11 November 2005.

Reference datum

Geographical coordinates have been provided by the NNTT Geospatial Services and are referenced to the Geocentric Datum of Australia 1994 (GDA94), in decimal degrees and are based on the spatial reference data acquired from the various custodians at the time

Use of Coordinates

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

2. Areas to which this Land Use Activity Agreement does not apply

2.1 Existing Infrastructure

- (a) Land where Infrastructure that exists at the Effective Date has the effect of excluding or restricting public access, either practically or by regulation, continuously or from time to time; including:
 - (i) land that is necessary for, or incidental to, the operation of the Infrastructure including all of a leased area where the Infrastructure is on leased land; and/or
 - (ii) land adjacent or proximate to Infrastructure that is covered by a modification or extension of that Infrastructure; and/or
 - (iii) land on which the Infrastructure has been demolished to enable the replacement or refurbishment for the same purpose; and
 - (iv) specifically:
 - (A) the entire road reservation area, and the road, where the road has been constructed;
 - (B) railways and tramways and their respective reservations;
 - (C) that part of a cemetery or crematorium reserve or other area of Public Land that is being utilised as a cemetery or crematorium;
 - (D) public recreation facilities that are for organised sporting activities; and
 - (E) Major Public Works.
- (b) Item 2.1(a) does not apply to existing Minor Public Works.

- (c) Item 2.1(a) ceases to apply to Infrastructure if:
 - (i) the Infrastructure is removed so as to permit safe public access to the former footprint of the Infrastructure; or
 - (ii) the land on which the Infrastructure is located is granted, sold or transferred in a fee simple estate; or
 - (iii) the Infrastructure consists of a road which is sought to be upgraded.
- (d) In the case of item 2.1(c)(ii), item 2.1(a) ceases to apply immediately before the grant, sale or transfer.

2.2 Planned future use

- (a) Land that, at the Effective Date, was held in fee simple and that has since been purchased or acquired by the Crown for a Major Public Work.
- (b) Land in Bendigo (as notified by the State to the Corporation as soon as practicable after it is identified) that, at the time the Recognition and Settlement Agreement was signed, was held in fee simple and is to be purchased by the Crown for the purpose of constructing and operating a residential care facility for children in out-of-home care;
- (c) Crown land parcel P127623, which is the former Bendigo Gaol site at Gaol Road, Bendigo, to be redeveloped as the Bendigo Theatre Complex;
- (d) Crown allotment 2013 in the Township of Inglewood, which is a former General Practitioner's residence (adjacent the Inglewood & District Health Service) and which is to be sold in order to offset costs for building a new General Practitioner's residence in Inglewood.
- (e) Land in Bendigo with following Crown descriptions:
 - (i) PC353555 (135 Arnold St);
 - (ii) Allotment 4, Section 83C, at Bendigo Parish of Sandhurst (27 Drought St);
 - (iii) Allotment 3, Section 83C, at Bendigo Parish of Sandhurst (31 Drought St);
 - (iv) Lots 1& 2, TP760480D (35 Drought St);
 - (v) PC364160 (37 Drought St);
 - (vi) Allotment 7, Section 83C, at Bendigo Parish of Sandhurst (100-104 Barnard St);
 - (vii) Allotment 2109, at Bendigo Parish of Sandhurst (38 Mercy St)
 - (viii) Allotment 1, Section 84C, at Bendigo Parish of Sandhurst (40 Mercy St)

- (ix) Allotment 5, Section 83C, at Bendigo Parish of Sandhurst (41 Mercy St)
- (x) Lot 1, TP824154P (42 Mercy St)
- (xi) Allotment 6, Section 83C, at Bendigo Parish of Sandhurst (43 Mercy St)
- (xii) Allotment 1, Section 84C, at Bendigo Parish of Sandhurst (44 Mercy St);
- (xiii) Allotment 2105, at Bendigo Parish of Sandhurst; and
- (xiv) Allotment 1, Section 54D, at Bendigo Parish of Sandhurst (62 Lucan St);

which is to be used for the purpose of constructing and operating a new Bendigo Hospital and associated facilities.

Note: If the planned future use does not proceed, the land may be added to the Agreement Land by a variation under clause 17.

2.3 Additional exclusions

- (a) This Land Use Activity Agreement does not apply to an area that meets a description below at the time the Recognition and Settlement Agreement was signed:
 - (i) Land that is vested in Victorian Rail Track by an Act of Parliament (whether or not it is Crown land);
 - (ii) Land that is vested in a municipality under s16 of the *Crown Land (Reserves) Act 1978*;
- (b) Item 2.3(a) ceases to apply to any area of land that is surrendered to, or otherwise resumed by, the Crown.

3. Excluded Areas

- (a) An area to which any of the following Land Use Activities are carried out in compliance with Division 3 of Part 4 of the Act on or after the Effective Date are excluded from the Agreement Land immediately on the carrying out of the activity:
 - (i) The grant of an estate in fee simple other than pursuant to s 19 of the Act.

Schedule 3 Land Use Activities (Clauses 9 to 12)

1. Routine Activities

- (a) A Public Land Authorisation (s 28 (a) of the Act) that is:
 - (i) An unused road Licence;
 - (ii) The transfer of an existing authorisation;
 - (iii) A new Licence or Permit for 10 years or less.
- (b) An Earth Resource Or Infrastructure Authorisation, where the exploration or prospecting is to be carried out in accordance with the conditions for carrying out such exploration or prospecting that are set out in Schedule 4 of this Land Use Activity Agreement (s 27, 28 (b) and 31(3) and (4) of the Act).
- (c) Maintenance and other low impact works (s 28 (e) of the Act) that include:
 - (i) Erection and maintenance of fences, gates and signage;
 - (ii) Maintenance of Infrastructure;
 - (iii) Maintenance of grounds, roads and tracks (e.g. weed control, grass cutting).
- (d) A Fisheries Authorisation (s 28 (ka), (kb) and (kc) of the Act) that is an:
 - (i) Access licence (s 38);
 - (ii) Aquaculture licence (s 43);
 - (iii) General permit (s 49).

2. Advisory Activities

- (a) A Public Land Authorisation (s 28 (a) of the Act) that is a:
 - (i) Lease, Licence or Permit for Minor Public Works;
 - (ii) Bee farm and range Licence or Permit (apiary);
 - (iii) Grazing or stock Licence;
 - (iv) Licence for forest produce (e.g. tree ferns, leaves, flowers, sleepers, eucalyptus oil, seed, posts, poles and timber);
 - (v) Licence for extractive materials (e.g. gravel, limestone, sand, salt);
 - (vi) Permit for recreation events (e.g. car rallies, rave parties, rogaining/orienteering, mountain biking);
 - (vii) An agricultural Lease covering less than 40 hectares, including Leases for plantations and aquaculture (specified agricultural Lease);
 - (viii) Licence for the construction of works on a waterway, or a bore;
 - (ix) Community Purpose Licence or Permit for more than 10 years;
 - (x) Community Purpose Lease for 21 years or less;
 - (xi) Commercial Lease for 10 years or less,excluding an authorisation that is associated with Major Public Works or that is listed at Item 1(a)(i) or 1(a)(ii) of this Schedule.
- (b) An Earth Resources Or Infrastructure Authorisation (s 28 (b) of the Act) that is:
 - (i) Issued under the *Mineral Resource (Sustainable Development) Act 1990* (Vic) for the purposes of extracting stone from an existing reserve set aside for that purpose, or from a reserve recommended prior to the Effective Date for that purpose by the Victorian Environmental Assessment Council or its predecessors and approved by Government;
 - (ii) A pre-licence survey under Part 4 Division 2 of the *Pipelines Act 2005* (Vic) for a proposed pipeline that is for the purposes of the establishment, use or operation of any Specified Public Works (see s 27, Limited Land Use Activity (b) of the Act).
- (c) A management plan or working plan that is prepared under the:
 - (i) *Fisheries Act 1995* (Vic) (s 28);
 - (ii) *National Parks Act 1975* (Vic) (s 17, 17B, 17D or 18);

- (iii) *Wildlife Act 1975* (Vic) (s 18 or s 32);
 - (iv) *Water Act 1989* (Vic) (s 31);
 - (v) *Forests Act 1958* (Vic) (s 22).
- (d) A change in the status of land that is the:
 - (i) reservation, revocation of the reservation or change in the boundary of a reservation of land that is under the *Crown Land (Reserves) Act 1978* (Vic);
 - (ii) classification of a State Wildlife Reserve under s 15(2) of the *Wildlife Act 1975* (Vic);
 - (iii) dedication, excision, setting aside, declaration or proclamation, or the revocation, variation or alteration of a declaration or proclamation, of land under ss 45, 49, 50(1) or 58 of the *Forests Act 1958* (Vic).
- (e) A land management activity that is the:
 - (i) Planned controlled burning of the land (s 28 (d) of the Act);
 - (ii) Regeneration works and associated activities (s 28 (f) of the Act);
 - (iii) Rehabilitation of vegetation, or a river, creek or stream (s 28 (e) or (f) of the Act);
 - (iv) Destruction of rabbit warrens (s 28 (f) of the Act).
- (f) The construction of Infrastructure (s 28 (e) of the Act), that is a Specified Public Work, or that does not require a Public Land Authorisation, other than a Major Public Work, that is, or is similar to, a:
 - (i) Fish ladder;
 - (ii) Sport or recreation facility (unless earth moving is required);
 - (iii) Walking track;
 - (iv) Other track (where there is an existing footprint);
 - (v) Road improvement (from one class to another);
 - (vi) Car park;
 - (vii) Pump, bore or other works on a waterway;
 - (viii) Lighting of public places;
 - (ix) Jetty or wharf;
 - (x) Tide gauge;

- (xi) Navigation marker or other navigational facility;
 - (xii) Weather station or tower;
 - (xiii) Storage shed;
 - (xiv) Toilet block;
 - (xv) Picnic facility;
 - (xvi) Work that is of the type described in the Schedule to the *Telecommunications (Low Impact Facilities) Determination 1997* (Cth), as amended from time to time;
 - (xvii) Other minor works carried out by or on behalf of the Crown which fall within the definition of Specified Public Work.
- (g) A change or modification to an approved Timber Release Plan (s 28 (j) of the Act).

3. Negotiation Activities, Class A

- (a) An Earth Resource Or Infrastructure Authorisation (s 27 and s 28 (b) of the Act):
 - (i) That allows for the mining, extraction, injection, utilisation, treatment or processing of an earth resource above, on or below the surface of the land, for the purposes of commercial development and production of an earth resource, other than a prospecting licence; or
 - (ii) For the purposes of exploration or prospecting for an earth resource, if the exploration or prospecting is not to be carried out in accordance with the conditions for carrying out such exploration or prospecting that are set out in Schedule 4 of this Land Use Activity Agreement.
- (b) A Public Land Authorisation (s 27 of the Act) that is a:
 - (i) Commercial Lease for more than 10 years and up to and including 21 years;excluding an authorisation that is associated with Major Public Works or that is listed in Item 1(a) or Item 2(a) of this Schedule.

4. Negotiation Activities, Class B

- (a) Major Public Works (s 27 and s 28 (c) and (e) of the Act), and associated activities, including:
- (i) The construction of new vehicular roads, tracks, railways and bridges where there is no existing footprint;
 - (ii) The construction of public recreation or sport facilities where earthmoving is required;
 - (iii) The construction of new educational, health or emergency service facilities, or similar;
 - (iv) A project that involves the alienation of Crown land by the granting of an estate in fee simple that is for a public purpose, other than a grant, vestment or transfer pursuant to s22A of the *Land Act 1958* (Vic);
 - (v) A Specified Public Work that involves the alienation of Crown land by the granting of a Commercial Lease for more than 10 years or a Community Purpose Lease for more than 21 years;
 - (vi) A project that has been declared to be a major project, declared project or similar according to legislation, or has otherwise been enabled through an Act of Parliament;
 - (vii) The construction of Infrastructure through a public-private partnership;
 - (viii) Any other works carried out by, or on behalf of, the Crown that will require the exclusion of the public for effective operation,
- but excluding:
- (ix) A work undertaken by a Utility that is of a type described in the Schedule to the *Telecommunications (Low Impact Facilities) Determination 1997* (Cth), as amended from time to time.
- Note: This item forms part of the definition of Major Public Works. Major Public Works may also be multiple activities that are conducted under a joint process (s 37 of the Act).
- (b) A Specified Public Work undertaken by a Utility (s 28 (c) and (e) of the Act), including:
- (i) An electricity transmission or distribution facility;
 - (ii) A gas transmission or distribution facility;
 - (iii) A cable, antenna, tower or other communications facility;
 - (iv) A pipeline or other water supply or reticulation facility;

(v) A drainage facility, or a levee or device for the management of water flows;

(vi) An irrigation channel or other irrigation facility;

(vii) A sewerage facility,

but excluding:

(viii) A work undertaken by a Utility that is of a type described in the Schedule to the *Telecommunications (Low Impact Facilities) Determination 1997* (Cth), as amended from time to time.

Note: Infrastructure undertaken by a Utility may require a Public Land Authorisation(s) or alienation of land through the grant of an estate in fee simple. Infrastructure undertaken by a Utility may be Major Public Works.

(c) A new Timber Release Plan (s 28 (i) of the Act).

(d) A Public Land Authorisation (s 27 of the Act) that is a:

(i) Commercial Licence or Commercial Permit for more than 10 years;

(ii) Community Purpose Lease for more than 21 years; or

(iii) An agricultural Lease covering 40 hectares or more,

excluding an authorisation that is associated with a Major Public Works or that is listed in Item 1(a) or Item 2(a) of this Schedule.

5. Agreement Activities

- (a) The grant of an estate in fee simple other than:
 - (i) A grant made pursuant to s 14 or s 19 of the Act;
 - (ii) A grant made for the purpose of a project that is for a public purpose; and
 - (iii) A grant, transfer or vestment made pursuant to s22A of the *Land Act 1958*.
- (b) A Public Land Authorisation (s 27 of the Act) that is a:
 - (i) Commercial Lease for more than 21 years;
 - (ii) Carbon Sequestration Agreement;excluding an authorisation that is associated with a Major Public Works or that is listed in Item 1(a), Item 2(a) or Item 4(d)(iii) of this Schedule.
- (c) Major Works and/or clearing of land (s 28 (c) or (e) of the Act) for Commercial Purposes, where a Public Land Authorisation is not required, and excluding Major Public Works.

6. Land Use Activities to which this Land Use Activity Agreement does not apply

6.1 Land Use Activity Agreement does not apply to Land Use Activities that existed or commenced before the Effective Date (s 73(2) of the Act)

The Parties acknowledge that pursuant to s 73(2) of the Act, this Land Use Activity Agreement does not apply to:

- (a) any Public Land Authorisation or Earth Resource Or Infrastructure Authorisation in existence before the Effective Date, and any activity carried out in accordance with that authorisation; or
- (b) any other Land Use Activity that had commenced before the coming into effect of this Land Use Activity Agreement.

6.2 Land Use Activity Agreement does not apply to Earth Resource Or Infrastructure Authorisations already valid under the *Native Title Act* (s 73(3) of the Act)

The Parties acknowledge that pursuant to s 73(3) of the Act, this Land Use Activity Agreement is not taken to apply to:

- (a) the granting of an Earth Resource Or Infrastructure Authorisation, or
- (b) amendment or variation to an Earth Resource Or Infrastructure Authorisation that allows a change to an activity authorised by that authorisation;

if, in relation to the land that would be the subject of the activity, immediately before the Effective Date there was an Old Earth Resource Approval granted on the basis that it was valid or had been validated under the *Native Title Act*, and the land use activity is subsequent on the granting of that Old Earth Resource Approval, and the activity to be authorised is the same activity as that to which the Old Earth Resource Approval relates.

6.3 Land Use Activities consistent with joint management plan (s 32(4) of the Act)

- (a) A Land Use Activity or class of Land Use Activity specified in paragraph (b) that is consistent with a joint management plan for the land is not subject to this Land Use Activity Agreement.
- (b) Subject to item 6.3(c), for the purposes of item 6.3(a), the specified class of Land Use Activity is any Advisory Activity.
- (c) The Corporation may, at any time, require the State to apply this Land Use Activity Agreement to any specific Land Use Activity within the class of Land Use Activity specified in item 6.3(b).

6.4 Transitional Exclusions

- (a) The Land Use Activity procedures do not apply to any Land Use Activities in relation to the projects specified in paragraph (c) to the extent that the projects are, as of the Effective Date, the subject of a negotiation toward an agreement that has the effect that the Land Use Activity is valid as a future act under the *Native Title Act 1993* (Cth), provided that the negotiation has concluded by 27 March 2015.
- (b) The Corporation agrees to:
 - (i) provide a response to a notice provided in relation to a negotiation referred to in item 6.4(a) within a period of three months from the date of that notice;
 - (ii) take all reasonable steps to conclude each negotiation referred to in item 6.4 (c) by 27 March 2015.
- (c) Transitional projects that are the subject of a negotiation under the *Native Title Act 1993* (Cth) are:
 - (i) A grant of a Public Land Authorisation in relation to Crown Allotments 2037 (P377367) and 2038 (P377368), Parish of Castlemaine;
 - (ii) A grant of a Public Land Authorisation in relation to works at Mt Moliagul, parts of Crown Allotments 55A and 55C, Section 10, Parish of Moliagul;
 - (iii) A grant of an estate in fee simple in relation to Crown Allotment 2103 (P383977), Parish of Sandhurst at Bendigo;
 - (iv) A grant of an estate in fee simple in relation to Crown Allotment 432C, Section E, Parish of Sandhurst;
 - (v) A grant of an estate in fee simple in relation to Crown Allotment 9B Section 39C at Bendigo, Parish of Sandhurst;
 - (vi) A grant of an estate in fee simple in relation to Crown Allotment 23B, Section B5, Parish of Castlemaine;
 - (vii) A grant of an Earth Resource Or Infrastructure Authorisation that is for the purposes of exploration or prospecting:
 - (A) EL5146 and EL5147 by Fiddlers Creek Gold Mining Company Pty Ltd;
 - (B) EL5412 by Mr Karl Drago Sabljak;
 - (C) EL5370 by New Ballarat Consolidated Pty Ltd;
 - (D) PL1008 by Mr Dusan Gorjance;
 - (viii) A grant of an Earth Resource Or Infrastructure Authorisation:

- (A) MIN5425 by Excalibur Mining Pty Ltd;
- (B) MIN5460 by Armstrong Constructions (Vic) Pty Ltd;
- (C) MIN5510 by Fiddlers Creek Gold Mining Co Pty Ltd;
- (D) MIN5512 by Twenty-Seventh Yeneb Pty Ltd;
- (E) MIN5515 by Twenty-Seventh Yeneb Pty Ltd;

6.5 Additional Exclusions

- (a) Land Use Activities carried out pursuant to:
 - (i) a Public Land Authorisation or an Earth Resources Or Infrastructure Authorisation that has been granted in accordance with Part 4 of the Act; or
 - (ii) a Land Use Activity that has been granted or carried out before the Effective Date.

Schedule 4 Conditions for Earth Resource Or Infrastructure Authorisations to be Routine Activities (Clause 9.2)

Part A - General

This Schedule applies to:

1. an Earth Resource Or Infrastructure Authorisation granted for the purpose of exploration or prospecting, including:
 - a. An exploration licence, prospecting licence or retention licence granted under the *Mineral Resources (Sustainable Development) Act 1990* (Vic);
 - b. An exploration permit or retention lease granted under the *Petroleum Act 1998* (Vic), *Geothermal Energy Resources Act 2005* (Vic), or *Greenhouse Gas Geological Sequestration Act 2008* (Vic);
 - c. A special access authorisation or a special drilling authorisation granted under the *Petroleum Act 1998* (Vic);
 - d. A greenhouse gas assessment permit, greenhouse gas holding lease, petroleum exploration permit or petroleum retention lease granted under the *Offshore Petroleum and Greenhouse Gas Storage Act 2010* (Vic);
 - e. Any other authorisation granted under these Acts for the purpose of exploration.
2. If a titleholder accepts the conditions in this Schedule, no additional conditions under the *Traditional Owner Settlement Act 2010* (Vic) or this Land Use Activity Agreement are to be imposed on the titleholder in relation to the works carried out by the titleholder under their Earth Resource Or Infrastructure Authorisation on Agreement Land.

Definitions applying generally

3. In this Schedule:

“*authorisation*” means an Earth Resource Or Infrastructure Authorisation of the type listed in item 1(a) of this Schedule.

“*Department*” means Victorian Department of Primary Industries or successor department.

“*titleholder*” means:

- a. In Part A, the holder or applicant (as applicable) for an Earth Resource Or Infrastructure Authorisation granted under any of the statutes in item 1(a).
- b. In Part B, the holder or applicant (as applicable) for an Earth Resource Or Infrastructure Authorisation granted under the:
 - i. *Petroleum Act 1998* (Vic);
 - ii. *Geothermal Energy Resources Act 2005* (Vic);
 - iii. *Greenhouse Gas Geological Sequestration Act 2008* (Vic);
 - iv. *Offshore Petroleum and Greenhouse Gas Storage Act 2010* (Vic).
- c. In Part C, the holder or applicant (as applicable) for an Earth Resource Or Infrastructure Authorisation granted under the *Mineral Resources (Sustainable Development) Act 1990* (Vic), other than a prospecting licence holder.

- d. In Part D, the holder of a prospecting licence granted under the *Mineral Resources (Sustainable Development) Act 1990* (Vic).

Access to land subject to Land Use Activity Agreement

4. Subject to the titleholder's:

- a. Conditions and plans contained within and under their authorisation;
- b. Public and occupational health and safety requirements applying to works under the authorisation;
- c. Obligations under a law of Victoria or the Commonwealth applying to works under the authorisation.

a titleholder must minimise interference with the entry, occupation and use of any part of the land subject to their authorisation, by traditional owners in exercise of traditional owner rights recognised under a Recognition and Settlement Agreement to which that land is subject.

Consultation and Communication

5. The titleholder acknowledges that it has a duty to consult with the Corporation throughout the period of their authorisation.

Information

6. The titleholder shall keep the Corporation informed about progress of the project works and promptly provide to the Corporation:
- a. notification of the grant of the authorisation;
 - b. notification of any approvals, renewals, amalgamations or relinquishments in relation to the authorisation;
 - c. notification of an assignment or transfer of the authorisation, or any interests or obligations under that authorisation;
 - d. a copy of any plan or any variation to a plan required under the authorisation (e.g. a standard or area work plan, operation plan and/or environment plan);
 - e. for an exploration licence under *the Mineral Resources (Sustainable Development) Act 1990* (Vic), where a work plan is not required, a copy of a work schedule which includes a description of the exploration site work activities that are planned;
 - f. information reasonably requested by the Corporation which relates to the exploration and to the titleholder's obligations under the authorisation, save that the titleholder may withhold commercially sensitive information.
7. The titleholder shall provide a summary of all site works completed on Agreement Land to the Department as part of the annual report.
8. For titleholders under Part C, the summary shall include the details set out in items 2 and 3 in Table A to this Schedule.
9. Where a statute or regulation under a statute which an Earth Resource Or Infrastructure Authorisation is granted do not stipulate annual reporting requirements, the information required in item 6 must be provided to the Department at the time specified by the Department in writing.

Work schedules, work plans and other documents

10. If requested, the titleholder must make reasonable attempts to consult with the Corporation (with a view to explaining and clarifying details) regarding the work schedule, the standard or area work plan, or any other information provided to the Corporation under item 6.
11. The titleholder must notify the Corporation and the Department at least 7 days prior to commencing works on Agreement Land.
12. The titleholder must provide the Corporation with a copy of the work schedule for any program of works, at the same time as the titleholder consults with the Department (being at least 21 days prior to the commencement of site works).

Procedures relating to amounts payable under this Schedule 4

13. The amounts payable under this Schedule are exclusive of GST.
14. All amounts payable under this Schedule must be indexed annually according to the consumer price index for Melbourne, as published by the Australian Bureau of Statistics from time to time.
15. Evidence of payments made under this Schedule must be provided to the Department as part of the titleholder's annual reporting requirements related to their authorisation, as applicable.
16. Where requirements under an Act which an Earth Resource Or Infrastructure Authorisation is granted do not stipulate annual reporting requirements, evidence of payments must be provided to the Department at a time specified by the Department in writing.

Part B – Specific conditions on petroleum, geothermal and greenhouse gas exploration

Definitions

For the purpose of this Part of Schedule 4:

17. “Units of work” are defined in relation to the following table:

Activity	Unit of Work
Drilling of a well	One
2D seismic survey covering 100 linear kilometres or less	One
2D seismic survey covering more than 100 linear kilometres	Two
3D seismic survey covering 50 square kilometres or less	One
3D seismic survey covering more than 50 square kilometres	Two

An “average work program” means a total work program under the authorisation, which includes up to and including three units of work.

An “exceptional work program” means a total work program under the authorisation, which includes more than three units of work.

Payment for exploration activities

18. The titleholder must pay the Corporation the following amount:

- a. For an average work program, an upfront fee of \$5,000 is payable as a fee for the duration of the Earth Resource or Infrastructure Authorisation, as applicable; or
- b. For an exceptional work program, an upfront fee of \$7,500 payable for the duration of the Earth Resource or Infrastructure Authorisation, as applicable.

19. A payment under item 18 becomes payable at the renewal of the permit or lease.

20. A payment under item 18 must be made no later than 30 days following the registration of the Earth Resource Or Infrastructure Authorisation.

21. To avoid doubt, payments under item 18 are not refundable in whole or part.

Part C – Specific conditions on mineral exploration

22. The titleholder must pay the Corporation in accordance with Table A of this Schedule for works carried out under a licence.

23. The payments required under item 22 become payable by the titleholder following the grant of the Earth Resource or Infrastructure Authorisation.

24. Notwithstanding item 23, payment under item 1 of Table A is not due until the titleholder accesses Agreement Land.

Part D – Specific conditions on prospecting licence holders

25. The titleholder must pay the fees in accordance with item 4 of Table A in Schedule 4.

26. To avoid doubt, no additional fees to those set out in item 25, are payable under this Land Use Activity Agreement, for carrying out works under a prospecting licence on Agreement Land.

27. To avoid doubt, payments under Table A associated with a licence for mineral exploration or a prospecting licence are not refundable in whole or part.

Schedule 4 - Table A

Schedule 4 – Payments made pursuant to interests granted under the <i>Mineral Resources (Sustainable Development) Act 1990 (Vic)</i>				
Item	Tenement	Activity / Milestone over Agreement Land	Description	Rate (not including GST)
1	Exploration Licence or Retention Licence	After access to Agreement Land following Grant of Licence for: <ul style="list-style-type: none"> Survey work, or Hand tools 	Access to Agreement Land defined in Clause 5.1 of this Land Use Activity Agreement. <ul style="list-style-type: none"> Including geological, geophysical, geochemical and/or other technical investigations. Surface rock samples or surface soil samples taken by hand tools. 	<ul style="list-style-type: none"> \$1850 per year for all activities in Item 1.
2	Exploration Licence or Retention Licence	Drilling	Exploration drilling, < 300 mm diameter hole at the surface.	<ul style="list-style-type: none"> \$2 per drill hole for depths < 5m; \$5 per drill hole for depths > 5m & < 20m; \$10 per drill hole for depths > 20m & < 100m; \$50 per drill hole for depths > 100m & < 200m; \$100 per drill hole for depths > 200m.
			Large core bulk sample drilling.	<ul style="list-style-type: none"> \$10 per cubic metre.
3	Exploration Licence or Retention Licence	Excavating/clearing	Excavating, incl. costeaning, trenching, channelling, access tracks, and clearing of vegetation.	<ul style="list-style-type: none"> \$1 per square metre
4	Prospecting Licence	All activities permitted under a Prospecting Licence	Standard fee.	<ul style="list-style-type: none"> Upfront fee of \$2,670 payable at grant of licence or \$534 for each year of a Prospecting Licence, paid annually upfront.

Schedule 5 Draft Ministerial Directions as to Advisory Activities (Clause 10.2)

INTRODUCTION

The State of Victoria and the Dja Dja Wurrung Clans Aboriginal Corporation have entered into a Land Use Activity Agreement (the Agreement), under Part 4 of the *Traditional Owner Settlement Act 2010* (Vic) (the Act).

This Agreement relates to certain areas of public land within Victoria. Annexure 1 includes a map/description of the land (Agreement Land).

The Agreement categorises certain activities that can occur on this public land as Advisory Activities: a list of Advisory Activities is included under Annexure 2.

Under section 34 of the Act, I have the statutory responsibility to provide written directions as to actions that must be taken by the State and its delegates (as Decision Makers) prior to carrying out an Advisory Activity, or authorising the carrying out of an Advisory Activity, as the case may be.

MINISTERIAL DIRECTIONS

Under section 34 of the Act, I direct as follows:

- (a) A Decision Maker (as defined under section 29 of the Act) who is proposing to carry out an Advisory activity (listed in Annexure 2) on any Agreement Land (as in Annexure 1):
 - (i) must comply with, or exceed, the standards detailed in paragraphs (b), (c), (d) and (e) below; and
 - (ii) should apply the other considerations detailed in paragraphs (f), (g), (h) and (i) where relevant; and
 - (iii) at all times exercise his or her decision-making power in accordance with the principles of natural justice.

Minimum Standard

- (b) A Decision Maker must notify the Corporation that has an Agreement over the area to which the Advisory Activity relates. Notification may be in writing, including electronic form (e.g. being posted on an official website), and must include:
 - (i) The name of the government department, agency or authority giving the notice;
 - (ii) A description of the activity, why it is required, what legislation gives effect to the activity, and activity timelines;
 - (iii) A description of the land or waters affected (allotment, section, parish, county, road address or description, geographical location GPS), a relevant topographic map, plans or specifications where appropriate, and if available, aerial or other photographs of the site;
 - (iv) An invitation to comment that specifies to whom comments should be sent and the time-period within which comments will be accepted;

- (v) The name of a person who may be contacted for further information or explanation of the proposed activity.
- (c) The minimum time-period for the initial consultation between the Decision Maker and the corporation is 28 days from the date of the notification.
- (d) Where comments are received from the Corporation, the decision maker must:
 - (i) provide a response that acknowledges receipt of those comments;
 - (ii) actively consider those comments and, where practical, discuss those comments, and possible ways to resolve the issues with the Corporation; and
 - (iii) once a decision has been made, and where requested by the Corporation, the decision maker must send a subsequent letter detailing what, if any, action was taken in response to the comments received.
- (e) The Decision Maker must maintain records of all correspondence with the Corporation made with respect to these directions.

Other considerations

- (f) These directions describe formal procedures for engagement between a Decision Maker and the Corporation with respect to Advisory Activities. However, the Parties agree that engagement should go beyond formal procedures and establish a relationship between Parties that is flexible enough to respect and accommodate the needs of each party.
- (g) A notification and consultation process undertaken in accordance with these directions may include details of two or more Advisory Activities.
- (h) The Corporation has the right to choose not to receive notification for particular Advisory Activities. It may do this by writing to the Attorney-General.
- (i) There may be different procedures arranged for the notification of certain Advisory activities, if it is by mutual agreement of the Attorney-General and the Corporation.

Application

- (j) These directions apply to the Agreement Land detailed in Annexure 1.
- (k) These directions apply to the Land Use Activities that are listed in Annexure 2.
- (l) The requirement for the State and its delegates to follow these directions is effective from **[insert date]**.

Hon. Robert Clark MP
Attorney-General
Date:

Schedule 6 Process as to multiple activities (Clause 14)

Application of joint process

All persons required to reach agreement under Division 3 of Part 4 of the Act in relation to two or more Land Use Activities may agree in writing to enable the Corporation's negotiations and decisions regarding those Land Use Activities to be conducted as a joint process, provided that all Land Use Activities to which the joint process relates relate to a single enterprise.

Note: A joint process should specify the Land Use Activities to which it relates, clearly identify the enterprise to which the Land Use Activities relate, and specify the particular actions each party is required to take and at what time.

Note: The fact that a joint process applies to a Land Use Activity does not alter the requirements that apply to the Land Use Activity under the Act.

Schedule 7 Community Benefits (Clause 16)

1. Land Use Activities to which this Schedule applies

- (a) Subject to paragraph (b), this Schedule applies to:
 - (i) all Agreement Activities and Negotiation Activities where a State Agency is the Responsible Person;
 - (ii) Negotiation Activities and Agreement Activities where a State Agency is issuing a Public Land Authorisation (other than a Carbon Sequestration Agreement) or approving a new timber release plan;
- (b) This Schedule does not apply to:
 - (i) Earth Resource Or Infrastructure Authorisations;
 - (ii) Carbon Sequestration Agreements;
 - (iii) Land Use Activities where a State Agency is not the Responsible Person; or is not issuing a Public Land Authorisation;
 - (iv) A Negotiation Activity that is the subject of an Application for VCAT determination under s 53 of the Act.

2. Community Benefits formula

- (a) The Parties agree that:
 - (i) if an agreement is made under Division 3 of Part 4 of the Act in relation to a Land Use Activity described in item 1 of this Schedule; and
 - (ii) that agreement provides that Community Benefits are to be provided to the Corporation;

then the State will provide Community Benefits to the Corporation in accordance with the table in item 4 of this Schedule.

3. Non-monetary Community Benefits

- (a) The State may, by agreement with the Corporation, provide all or part of an agreed monetary quantum of Community Benefits in non-monetary form.

4. Community Benefits formula

- (a) The Parties agree that each formula specified in the right hand column of the table below applies to the corresponding Land Use Activity specified in the left hand column.

Negotiation Activity	Applicable Formula
Commercial Leases for more than 10 and up to and including 21 years (excluding Major Public Works)	Formula A
Major Public Works (including Infrastructure undertaken by a Utility)	Formula A (where a Lease, Licence or Permit applies) Formula B
Commercial Licences and Commercial Permits for more than 10 years	Formula A
Agriculture Leases covering 40 hectares or more, including Leases for plantations and aquaculture	Formula A
Community Purpose Leases for more than 21 years	Formula A
New Timber Release Plans	Formula C
Agreement Activity	Applicable Formula
The grant of an estate in fee simple other than a grant pursuant to s 14 or s 19 of the Act or a grant made for the purpose of a project that is for a public purpose.	Formula D
Commercial Leases more than 21 years (excluding Major Public Works)	Formula E
Major works and/or clearing of land for Commercial Purposes (where a Public Land Authorisation is not required, and excluding Major Public Works)	Formula F

5. Formulae

FORMULA A

ACRONYMS: RENTAL Received (RR)

**Community Benefits (payable each
year that the Lease rental is received) =**

$$\begin{aligned} &(\$ \text{ amount of RR}^1 \text{ in } \$0 - \$20,000 * 25 \%^2) \\ &+ (\$ \text{ amount of RR in } \$20,001 - \$100,000 * 10 \%) \\ &+ (\$ \text{ amount of RR in } \$100,001 - \$500,000 * 5 \%) \\ &+ (\$ \text{ amount of RR in } \$500,001 - \$1,000,000 * 2.5 \%) \\ &+ (\$ \text{ amount of RR above } \$1,000,001 * 0.5 \%) \end{aligned}$$

PLUS GST

Note: The Corporation will also be entitled to reimbursement of reasonable negotiation costs (as prescribed by regulation)³

¹ Public Works (where a Lease applies) and Commercial Leases will be at market value as determined by the issuing authority, based on the market valuation as specified in Valuer-General's valuation report. For Community Purpose Leases discounted below the market value, the Community Benefits will be based on the discounted rate actually paid. A discount may be applied on account of the community purpose of the Lease at the discretion of the issuing authority. Rental as determined by the issuing authority, and under certain circumstances (e.g. times of hardship due to drought etc), the issuing authority may reduce or exempt the rental payable in any particular year. That is, the Community Benefits will be based on the actual rental payments received by the issuing authority in each year.

² All percentages in this formula are inclusive of a 10% solatium.

³ As provided for under section 52 of the Act.

FORMULA B

ACRONYMS: UNIMPROVED MARKET VALUE (UMV)

$$\text{Community Benefits} = \left\{ \begin{array}{l} (\$ \text{ amount of UMV}^4 \text{ in } \$0 - \$100,000 * 25 \% ^5) \\ + (\$ \text{ amount of UMV in } \$100,001 - \$500,000 * 10 \%) \\ + (\$ \text{ amount of UMV in } \$500,001 - \$1,000,000 * 5 \%) \\ + (\$ \text{ amount of UMV in } \$1,000,001 - \$10,000,000 * 2.5 \%) \\ + (\$ \text{ amount of UMV above } \$10,000,000 * 0.5 \%) \end{array} \right\}$$

PLUS GST

Note: The Corporation will also be entitled to reimbursement of reasonable negotiation costs (as prescribed by regulation)⁶

⁴ UMV means market value of the area required for the public work, less the value of physical or structural improvements (i.e., buildings), as specified in Valuer-General's valuation report (or as otherwise agreed by both parties).

⁵ All percentages in this formula are inclusive of a 10% solatium.

⁶ As provided for under section 52 of the Act.

FORMULA C

Community Benefits (payable each year that the Timber Release Plan is current) =

$$\begin{array}{c}
 \text{Dividend}^1 \quad * \quad \frac{\text{adjusted area harvested}^2 \text{ by VicForests within TRP that is covered by LUAA}^3 \text{ in that year}}{\text{Total adjusted area harvested}^2 \text{ by VicForests in that year}} \quad * \quad \left[\begin{array}{l} (\$ \text{ TO group share of Dividend}^4 \text{ in } \$0 - \$20,000 * 25 \%) \\ + (\$ \text{ TO group share of Dividend}^4 \text{ in } \$20,001 - \$100,000 * 10 \%) \\ + (\$ \text{ TO group share of Dividend}^4 \text{ in } \$100,001 - \$500,000 * 5 \%) \\ + (\$ \text{ TO group share of Dividend}^4 \text{ in } \$500,001 - \$1,000,000 * 2.5 \%) \\ + (\$ \text{ TO group share of Dividend}^4 \text{ above } \$1,000,001 * 0.5 \%) \end{array} \right]
 \end{array}$$

PLUS GST

Note: The Corporation will also be entitled to reimbursement of reasonable negotiation costs (as prescribed by regulation)⁵

1. Dividend

- Annual Dividend - as reported in VicForests Annual Report.
- Note that VicForests is required to pay a dividend in accordance with a determination of the Treasurer of Victoria under the *State Owned Enterprises Act 1992*. An obligation to pay a dividend only arises after consultation between the VicForests Board and the Treasurer of Victoria and a formal determination is made by the Treasurer.

2. Adjusted area harvested (hectares) - is defined as the area harvested within the financial year in which the dividend is paid adjusted for both clearfell logging and thinning harvesting activities. For the purposes of this formula, area thinned by VicForests will be weighted at 50% of the equivalent clearfell area. This is to reflect that fact that thinning activity normally results in the harvesting of 50% of the basal area, compared to clearfell logging. For example, if VicForests harvests 5,000ha (clearfell) and 2,000ha (thinned) the adjusted area harvested will be calculated as follows: 5,000ha + (2,000ha * 0.50) = 6,000ha.

3. LUAA – Land Use Activity Agreement negotiated between the State and a traditional owner (TO) group.

4. TO share of adjusted dividend – the proportion of the Dividend that is payable to the Corporation in that year for that TRP covered by the LUAA.

5. As provided for under section 52 of the Act.

6. Formula includes 10% solatium.

FORMULA D

ACRONYMNS: MARKET VALUE (MV); UNIMPROVED NET MARKET VALUE (UNMV)

UNMV = Sale price less financial value of third party interest(s)⁷ less MV of improvements⁸ less costs to sell⁹

$$\text{Community Benefits} = \left\{ \begin{array}{l} (\$ \text{ amount of UNMV in } \$0 - \$100,000 * 50 \%^{10}) \\ + (\$ \text{ amount of UNMV in } \$100,001 - \$500,000 * 25 \%) \\ + (\$ \text{ amount of UNMV in } \$500,001 - \$1,000,000 * 10 \%) \\ + (\$ \text{ amount of UNMV in } \$1,000,001 - \$10,000,000 * 2 \%) \\ + (\$ \text{ amount of UNMV above } \$10,000,000 * 0.5 \%) \end{array} \right\}$$

PLUS GST

Note: The Corporation will also be entitled to reimbursement of reasonable negotiation costs (as prescribed by regulation)¹¹

⁷ Value, most likely expressed as a percentage of market value, of third party interests as specified in Valuer-General's valuation report (or as otherwise agreed by both parties). Examples of third parties that might have an interest in Crown land include local councils, non-state tenants, and community or not-for-profit organisations.

⁸ Value, expressed in dollar terms, of physical or structural improvements, i.e. buildings, as specified in Valuer-General's valuation report (or as otherwise agreed by both parties).

⁹ Costs to sell include both incremental costs directly attributable to the disposal of an asset (e.g. legal costs; valuation costs; professional expenses; survey costs; and marketing costs) and costs incurred as part of preparing the land for sale (e.g. professional expenses or fees arising from rezoning or planning scheme amendments; remediation costs associated with the land (not improvements); fencing; and removal of improvements). Costs to sell does not include costs arising from relocating community facilities.

¹⁰ All percentages in this formula are inclusive of a 10% solatium.

FORMULA E

ACRONYMNS: RENTAL RECEIVED (RR)

**Community Benefits (payable each
year that the Lease rental is received) =**

$$\begin{aligned} & (\$ \text{ amount of RR}^{12} \text{ in } \$0 - \$20,000 * 50 \%^{13}) \\ & + (\$ \text{ amount of RR in } \$20,001 - \$100,000 * 25 \%) \\ & + (\$ \text{ amount of RR in } \$100,001 - \$500,000 * 10 \%) \\ & + (\$ \text{ amount of RR in } \$500,001 - \$1,000,000 * 5 \%) \\ & + (\$ \text{ amount of RR above } \$1,000,001 * 1 \%) \end{aligned}$$

PLUS GST

Note: The Corporation will also be entitled to reimbursement of reasonable negotiation costs (as prescribed by regulation)¹⁴

¹¹ As provided for under section 52 of the Act.

¹² Rental received: for Commercial Leases this will be at Market Value as determined by the issuing authority, based on the market valuation as specified in Valuer-General's valuation report. Under certain circumstances (e.g. times of hardship due to drought etc), the issuing authority may reduce or exempt the rental payable in any particular year. That is, the Community Benefits will be based on the actual rental payments received by the issuing authority in each year.

¹³ All percentages in this formula are inclusive of a 10% solatium.

¹⁴ As provided for under section 52 of the Act.

FORMULA F

ACRONYMNS: UNIMPROVED MARKET VALUE (UMV)

$$\text{Community Benefits} = \left\{ \begin{array}{l} (\$ \text{ amount of UMV}^{15} \text{ in } \$0 - \$100,000 * 25 \%^{16}) \\ + (\$ \text{ amount of UMV in } \$100,001 - \$500,000 * 10 \%) \\ + (\$ \text{ amount of UMV in } \$500,001 - \$1,000,000 * 5 \%) \\ + (\$ \text{ amount of UMV in } \$1,000,001 - \$10,000,000 * 2.5 \%) \\ + (\$ \text{ amount of UMV above } \$10,000,000 * 0.5 \%) \end{array} \right\}$$

PLUS GST

Note: The Corporation will also be entitled to reimbursement of reasonable negotiation costs (as prescribed by regulation)¹⁷

¹⁵ UMV means market value less the value of physical or structural improvements, i.e. buildings, as specified in Valuer-General's valuation report (or as otherwise agreed by both parties).

¹⁶ All percentages in this formula are inclusive of a 10% solatium.

¹⁷ As provided for under section 52 of the Act.