

# **Recognition and Settlement Agreement**

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

**between**

**The State of Victoria**

**and**

**Taungurung Clans Aboriginal Corporation  
Indigenous Corporation Number 4191**

## Table of Contents

|            |  |           |
|------------|--|-----------|
| <b>1.</b>  | <b>Definitions and Interpretation.....</b>   | <b>5</b>  |
| 1.1        | Definitions.....   | 5         |
| 1.2        | Interpretation .....   | 8         |
| <b>2.</b>  | <b>Commencement .....</b>  | <b>9</b>  |
| <b>3.</b>  | <b>Recognition .....</b>   | <b>9</b>  |
| 3.1        | Traditional Owner Rights .....   | 9         |
| 3.2        | Notification by the State .....  | 9         |
| 3.3        | Protocol on acknowledgements and welcomes to country .....                         | 10        |
| 3.4        | Other recognition measures.....  | 10        |
| 3.5        | Local Government Engagement Strategy .....   | 10        |
| <b>4.</b>  | <b>Land .....</b>  | <b>10</b> |
| 4.1        | Land Agreement .....   | 10        |
| 4.2        | Grant of estate in fee simple .....  | 10        |
| 4.3        | Grant of Aboriginal Title .....  | 11        |
| 4.4        | Transfer of rights to the State over Aboriginal Title .....                        | 11        |
| 4.5        | Condition of the land.....   | 11        |
| 4.6        | Land Agreement component of Initial Outcomes Review.....                           | 12        |
| 4.7        | Letter of support.....   | 13        |
| <b>5.</b>  | <b>Land Use Activity Agreement .....</b>   | <b>13</b> |
| <b>6.</b>  | <b>Funding .....</b>   | <b>13</b> |
| 6.1        | Funding Agreement.....   | 13        |
| 6.2        | Payment of the Funds .....   | 13        |
| 6.3        | Participation Agreement .....  | 14        |
| <b>7.</b>  | <b>Natural Resource Agreement.....</b>   | <b>14</b> |
| <b>8.</b>  | <b>Joint management of Aboriginal Title land .....</b>                             | <b>14</b> |
| 8.1        | Joint management funding.....  | 14        |
| 8.2        | Employment .....   | 15        |
| <b>9.</b>  | <b>Economic development opportunities .....</b>                                    | <b>15</b> |
| 9.1        | Renewable energy .....   | 15        |
| 9.2        | Economic development component of Initial Outcomes Review .....                    | 16        |
| <b>10.</b> | <b>Consideration and State to deliver benefits under the Settlement Package...</b> | <b>16</b> |
| <b>11.</b> | <b>Implementation Plan .....</b>   | <b>16</b> |
| <b>12.</b> | <b>Review .....</b>  | <b>17</b> |
| 12.1       | Implementation review .....  | 17        |
| 12.2       | Initial outcomes review.....   | 17        |

## Table of Contents

---

|                    |   |           |
|--------------------|---|-----------|
| 12.3               | Periodic outcomes review.....   | 17        |
| 12.4               | First Principles Review.....  | 17        |
| 12.5               | Commitments to future actions.....  | 18        |
| <b>13.</b>         | <b>Notice of Breach .....</b>   | <b>19</b> |
| <b>14.</b>         | <b>Dispute resolution.....</b>  | <b>19</b> |
| 14.1               | Parties must follow Dispute resolution procedure.....                                 | 19        |
| 14.2               | Notice of Dispute .....   | 19        |
| 14.3               | Meeting of the panel .....  | 19        |
| 14.4               | Mediation.....  | 19        |
| 14.5               | Agreement continues .....   | 20        |
| <b>15.</b>         | <b>Variation .....</b>  | <b>20</b> |
| <b>16.</b>         | <b>Agreement to bind the Corporation's successors .....</b>                           | <b>20</b> |
| <b>17.</b>         | <b>State's Obligations Conditional.....</b>   | <b>20</b> |
| <b>18.</b>         | <b>General .....</b>  | <b>20</b> |
| 18.1               | Communications.....   | 20        |
| 18.2               | Entire understanding.....   | 21        |
| 18.3               | Counterparts .....  | 21        |
| 18.4               | Governing Law .....   | 21        |
| 18.5               | Compliance with Laws.....   | 21        |
| 18.6               | Time to act.....  | 21        |
| 18.7               | Severability .....  | 21        |
| <b>Schedule 1</b>  | <b>Agreement Area .....</b>   | <b>23</b> |
| <b>Schedule 2</b>  | <b>Notification by the State (Clause 3.2) .....</b>                                   | <b>29</b> |
| <b>Schedule 3</b>  | <b>Specific Notifications (Clause 3.2 and 3.4) .....</b>                              | <b>31</b> |
| <b>Schedule 4</b>  | <b>Protocol on Acknowledgements and Welcomes to Country (Clause 3.3)</b><br><b>33</b> |           |
| <b>Schedule 5</b>  | <b>Local Government Engagement Strategy (Clause 3.5) .....</b>                        | <b>36</b> |
| <b>Schedule 6</b>  | <b>Grant of estate in fee simple (Clause 4.2).....</b>                                | <b>38</b> |
| <b>Schedule 7</b>  | <b>Ministerial consent to the grant of land (Clause 4.2 and 4.3).....</b>             | <b>39</b> |
| <b>Schedule 8</b>  | <b>Grant of Aboriginal Title (Clause 4.3) .....</b>                                   | <b>40</b> |
| <b>Schedule 9</b>  | <b>Land Use Activity Agreement (Clause 5).....</b>                                    | <b>43</b> |
| <b>Schedule 10</b> | <b>Participation Agreement (Clause 6.3) .....</b>                                     | <b>44</b> |
| <b>Schedule 11</b> | <b>Natural Resource Agreement (Clause 7) .....</b>                                    | <b>45</b> |
| <b>Schedule 12</b> | <b>Implementation Plan (Clause 11) .....</b>  | <b>46</b> |

Table of Contents

---

|                     |  |           |
|---------------------|--|-----------|
| <b>Schedule 13</b>  | <b>Negotiation Zones (Clause 12.5)</b> .....                   | <b>54</b> |
| <b>Schedule 14</b>  | <b>Communications (Clause 18.1)</b> .....                      | <b>55</b> |
| <b>Schedule 15</b>  | <b>Taungurung Ancestors (Clause 1.1)</b> .....                 | <b>56</b> |
| <b>Attachment 1</b> | <b>Traditional Owner Land Management Agreement</b> .....       | <b>57</b> |
| <b>Attachment 2</b> | <b>Indigenous Land Use Agreement</b> .....                     | <b>58</b> |
| <b>Attachment 3</b> | <b>Traditional Owner Land Natural Resource Agreement</b> ..... | <b>59</b> |

**Date**

**2018**

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

**(the State)**

**and**

**Taungurung Clans Aboriginal Corporation  
Indigenous Corporation Number 4191**

**(the Corporation)**

### **Background**

- A. This Agreement is part of a Settlement Package agreed to by the Parties as an alternative to the Taungurung seeking a native title determination under the *Native Title Act 1993*.
- B. The Taungurung are the Traditional Owner Group and have appointed the Taungurung Clans Aboriginal Corporation as the Traditional Owner Group Entity to represent them in relation to the Agreement Area for the purposes of the Act.
- C. In accordance with the purposes of the Act, the State and the Corporation have entered into this Agreement:
  - (a) to recognise the Taungurung'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

Waydjak bunbunarik liwik-nganjin yaraga-ngala dhumbali daada gurnap biik-nganjin yulendj-nganjin

Nganga-ngala biik-nganjin yaraga-ngala burndap gerr ngarrnga bak wilanja-nganjin

Ngala barra gerr-nganjin gilbruk biik-nganjin yarang bak daada gurnap dhumbali biik-dhan bak wilanja-dhana

We are the descendants of our old people and we have an ongoing responsibility to look after our inheritance, which is our country and our culture.

We look after country because we have an intimate relationship with country like thousands of generations of Taungurung before us.

We will continue our relationship with respect for our country and teach the new generations that they have the same inheritance and responsibility to their country as every generation before them has had.

## The people

The Taungurung people are the traditional owners of the land and waters covered by this Recognition and Settlement Agreement.

Taungurung people have lived on this country for more than a thousand generations. The Taungurung group identifies itself as having comprised fifteen clans with similar dialects and are part of a broader Kulin alliance. The group forms a complex society with kinship systems, laws, politics and spiritualities.

Taungurung people enjoy close spiritual connections with their country, and have developed sustainable economic practices. They had, and continue to maintain, a special relationship with all of their lands, mountains and waters. The Goulburn River holds particularly important meanings for them.

As Kulin peoples, the Taungurung are guided by Bunjil (the Wedge-tailed Eagle), their creator. The Taungurung believe that Bunjil made men from bark, and women from mud. It is a belief that fundamentally binds them to their country which, with all its tangible and intangible elements, is governed by Bunjil's Law. Imprinted on the land are the Dreaming stories, totemic relationships, songs, ceremonies and ancestral spirits which give it life and immense value. Together, Bunjil and Waang (the Crow) form the moieties of their patrilineal kinship system.

Over time, the people belonging to this part of the country, through descent and kinship, have been known by various names, including 'Dhaagung Wurrung' and the 'Goulburn Tribe'. For the purpose of this Recognition and Settlement Agreement, the people have resolved to be known as 'Taungurung' ('no to you' tongue/speak).

## The past

The State recognises the devastating impact of colonisation upon Taungurung people, and the role that it played in dispossessing Taungurung people of their country. The State also acknowledges the continued suffering of Taungurung people through the implementation of laws and policies that discriminated against them in the nineteenth and twentieth centuries.

These far-reaching laws and policies fragmented both families and community. Beginning in the nineteenth century, children were forcibly taken from their parents, in one of the most traumatic examples of State policy and practice. Depending on how the State defined

Aboriginality over time, Taungurung people could either be forced to live on a reserve or, under what came to be known as the Half Caste Act of 1886, forcibly evicted from a reserve and prevented from living with their families. Other laws regulated Aboriginal marriages and employment. These laws and policies, including under the State's assimilationist efforts in the twentieth century, ensured that Taungurung people were excluded from the life of the nation, the intrinsic value of their culture and identity denied.

The State acknowledges that the actions of early colonists on Taungurung country included the deliberate killing of Taungurung people. The State also recognises the deadly and widespread impact of foreign diseases upon the Taungurung population and the hunger experienced by those no longer able to sustain themselves on their own land.

From the very beginning, however, the Taungurung fought to survive. In the early days of colonisation, when sheep and cattle destroyed their traditional food sources, the Taungurung took livestock and destroyed crops in an effort to push pastoralists from the land. Taungurung people never accepted that the colonists owned their country. The Taungurung signed no treaties, nor took any action to relinquish their sovereignty.

Though Taungurung people were forced to find sanctuary at stations and missions such as Mitchelstown and Murchison, the Taungurung also fought to maintain connection to their country. In 1859, a group of Taungurung men – Bear-ring, Mur-rum-Mur-rum, Parn-gaan, Bur-rip-pin and Koo-yarn – petitioned the colonial government for land in their own country where they could grow crops, but where they could also continue to maintain their traditional ways of obtaining food. This stands as one of the earliest examples in Australia of Aboriginal people taking direct political action for the return of their land. Their appeal resulted in the Taungurung selecting land at a place they called 'Nakkrom' on the Acheron River near Alexandra.

Despite their strong resistance, the Taungurung were later driven off their land at Acheron by local pastoralists. Denied a realistic alternative, most Taungurung survivors later joined other Kulin peoples at Coranderrk Station, on Woiwurrung country. Over time, other Taungurung people moved to mission stations and reserves elsewhere in Victoria – to Lake Tyers, Lake Condah, Franklinford, and Ebenezer – or to Cumberagunga in New South Wales. A number of Taungurung people, however, refused to leave their own country, and remained there for the rest of their lives. Some found work within the colonial economy, including on local pastoral stations such as Molka, Wappan and Doogalook, as a way of staying on Taungurung land. One Taungurung man even took up a selection on his own country in 1879, when it was rare for Aboriginal people to gain leaseholds. The Taungurung's push to retain, and reclaim, their country continued.

Through much of the nineteenth and twentieth centuries, the State actively discouraged the practice of culture by Taungurung. Despite this, Taungurung people continued to pass down knowledge via family and community gatherings, out of view of the wider community. In 1967, Camp Jungai was established near Alexandra, just south of Lake Eildon, in the heart of Taungurung country. Named using the Taungurung word for meeting place, Camp Jungai became a place where culture would thrive.

### **The future**

Today, Taungurung people, whether living on the country of their ancestors or elsewhere, maintain their relationship with community and country. Taungurung people's obligation to speak for, and look after, their country endures. The return of Camp Jungai to Taungurung ownership serves as a strong reminder of Taungurung's continued determination and drive to exercise their cultural and inherited rights, and their continued fight for – and assertion of – their rights on country.

Taungurung continue to practice their culture and customs and uphold the obligations of Bunjil's Law. The State acknowledges the Taungurung's right to self-determination, and their right to maintain their spiritual, material and economic relationship with their country.

As they have done all their lives, Taungurung people camp, fish, hunt, meet and talk, discuss family history and culture on their country. They continue to collect bush medicine, visit and maintain significant cultural sites, and learn and practice language, dance and other cultural business.

They also pass on Taungurung knowledge to younger generations, so that they can maintain and renew spiritual associations with country. All these practices have their roots in Taungurung traditional laws and customs stretching back to a time long before European colonisation.

In a constructive step towards reconciliation the State of Victoria and the Taungurung have come together in good faith to reach this Recognition and Settlement Agreement, which recognises the traditional owner rights of the Taungurung under the Traditional Owner Settlement Act 2010.

This Recognition and Settlement Agreement binds the State of Victoria and the Taungurung people to a meaningful partnership founded on mutual respect. It is a means through which Taungurung people can provide a strong future for their children, and is an avenue for their culture and relationship to country to be recognised, supported, safeguarded and promoted.



## Agreed terms

### 1. Definitions and Interpretation

#### 1.1 Definitions

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

**Aboriginal Title** has the same meaning as in s 3 of the Act;

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

**Agreement** means this agreement including any schedules, annexures, and appendices to this agreement, including, the:

- (a) Land Agreement;
- (b) Land Use Activity Agreement;
- (c) Funding Agreement; and
- (d) Natural Resource 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 will prevail;

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

**Community Benefits** has the same meaning as in the Land Use Activity Agreement;

**Corporation** means the Taungurung Clans Aboriginal Corporation (Indigenous Corporation Number 4191), or any successor entity, being a Traditional Owner Group Entity;

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

**Effective Date** means the later of:

- (a) the date of registration of the ILUA on the Register of Indigenous Land Use Agreements;
- (b) the date that notice of the registration of the Land Use Activity Agreement is published in the Government Gazette; and
- (c) the date on which the Natural Resource Agreement is published in the Government Gazette;

**Funding Agreement** means the agreement entered into pursuant to s 7 of the Act and set out in clause 6 of this Agreement;

**First Principles Review** means the first principles review to be undertaken in accordance with clause 12.4 of this Agreement.

**Funds** means some or all of the funds referred to in clause 6.2 of this Agreement;

**GST Act** means the *A New Tax System (Goods and Services) Act 1999* (Cth);

**Implementation Plan** means the plan to be finalised in accordance with clause 11 of this Agreement, a draft of which is set out in Schedule 12;

**Indigenous Land Use Agreement** or **ILUA** means the indigenous land use agreement entered into pursuant to the *Native Title Act 1993* (Cth) and which forms part of the Settlement Package. A copy of the ILUA is provided in Attachment 2;

**Land Agreement** means the agreement entered into pursuant to s 5 of the Act, and set out in clause 4 of this Agreement;

**Land Use Activity Agreement** means the land use activity agreement in Schedule 9 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 set out in Schedule 5;

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

**Minister** means the Minister administering the Act;

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

**Natural Resource Agreement** means the natural resource agreement in Schedule 11 and which forms part of this Agreement;

**Participation Agreement** means the agreement substantially in the form set out in Schedule 10 which will be entered into between the Corporation, the State and the Trustee;

**Parties** means the parties to this Agreement;

**Protocol on Acknowledgements and Welcomes to Country** means the protocol provided for under clause 3.3;

**Public Land** has the same meaning as in s 3 of the Act;

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

**Settlement Package** means the agreements entered into by the Parties pursuant to the *Native Title Act 1993* (Cth), *Conservation, Forests and Lands Act 1987* (Vic) and the Act, being the Indigenous Land Use Agreement, the Traditional Owner Land Management Agreement, Traditional Owner Land Natural Resource Agreement and this Agreement;

**State of Victoria** or **State** means the Crown in right of Victoria;

**State Agency** includes all:

- (a) public statutory authorities;
- (b) State owned enterprises; and
- (c) committees of management, where the Secretary of a government department, a public statutory authority or a State owned enterprise is appointed as the committee of management;

but does not include any council (as that term is defined in the *Local Government Act 1989*);

**Surplus Crown Land Protocol** means the protocol to be developed under clause 12.5(a) of this Agreement;

**Tax Invoice** has the same meaning as in the GST Act;

**Taungurung** and **Taungurung People** mean the Traditional Owner Group that consists of Aboriginal persons (Taungurung traditional owners) who:

- (a) are descended by birth through either parent from Aboriginal ancestors identified as being associated with Taungurung country during the mid-nineteenth century by any or all of birth, place of burial or other connection; and
- (a) have activated inherited rights as traditional owners through:
  - (i) self-identifying as a Taungurung person by asserting to be a Taungurung person; and
  - (ii) having an active association with Taungurung country, which is demonstrated by participating in at least one of the following activities:
    - (A) taking an active role in corporate or other entities that represent Taungurung interests;
    - (B) taking part in group activities and events (such as meetings); or
    - (C) participating in the transmission of Taungurung knowledge to younger generations and other traditional owner groups; and
- (b) are recognised and accepted by other Taungurung people:
  - (i) as a member of the Taungurung; or
  - (ii) through demonstrating to the satisfaction of a panel of Taungurung people appointed by the full group how they satisfy paragraphs (a) and (b).'

The identified ancestors are set out in Schedule 15. The **Taungurung** are the Traditional Owner Group for this Agreement;

**Taungurung Signatories** has the same meaning as in the Indigenous Land Use Agreement which forms part of the Settlement Package;

**Traditional Owner Group** has the same meaning as in s 3 of the Act;

**Traditional Owner Group Entity** has the same meaning as in s 3 of the Act;

**Traditional Owner Land Management Agreement or TOLMA** means the traditional owner land management agreement in Attachment 1 entered into or to be 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 Land Management Board** has the same meaning as in s 3 of the *Conservation, Forests and Lands Act 1987* (Vic);

**Traditional Owner Land Natural Resource Agreement** means the agreement provided at Attachment 3 entered into or to be entered into by the Corporation and the State pursuant to s 81A of the Act and which forms part of the Settlement Package;

**Traditional Owner Rights** means the traditional owner rights recognised under clause 3.1 of this Agreement;

**Trust** or **Victorian Traditional Owners Trust** has the same meaning as 'Trust' in the Trust Deed;

**Trustee** has the same meaning as in the Trust Deed; and

**Trust Deed** means the deed dated 3 October 2011 establishing the Victorian Traditional Owners Trust as amended on 25 September 2018.

## 1.2 Interpretation

In this 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 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.

## **2. Commencement**

This Agreement commences on the Effective Date, except clauses 4.5(a), 6.2(b), 11, 12.4, 14, 15 and 18, which come into effect on execution of this Agreement by all Parties.

## **3. Recognition**

### **3.1 Traditional Owner Rights**

The Taungurung have the following Traditional Owner Rights in relation to the Public Land in the Agreement Area:

- (a) to enjoy the culture and identity of the Taungurung;
- (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 Act.

### **3.2 Notification by the State**

- (a) The State will cause a public notice regarding the recognition of the Taungurung as the Traditional Owner Group 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 Effective Date 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.

### **3.3 Protocol on acknowledgements and welcomes to country**

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

### **3.4 Other recognition measures**

- (a) The State recognises that the Taungurung People have a special association with the Goulburn River, which has a central place in Taungurung culture.
- (b) The State commits to write to the water entities specified at Schedule 3 and any other party as reasonably requested by the Corporation, enclosing a statement of the Taungurung's special association with the Goulburn River.

### **3.5 Local Government Engagement Strategy**

The Parties agree to follow the Local Government Engagement Strategy.

## **4. Land**

### **4.1 Land Agreement**

This clause 4 constitutes a land agreement as contemplated by s 5 of the Act.

### **4.2 Grant of estate in fee simple**

- (a) Within 18 months of the Effective Date, the Corporation will confirm:
  - (i) which of the land identified in Schedule 6 it seeks to be granted in fee simple pursuant to s 14 of the Act; and
  - (ii) whether any grant is to be subject to any of the conditions set out in s 15 of the Act.
- (b) Within a reasonable time of receiving the confirmation required pursuant to clause 4.2(a), the Minister will recommend to the Governor in Council that an estate in fee simple be granted under s 14 of the Act to the Corporation for the land specified by the Corporation pursuant to clause 4.2(a).

Note: A copy of any Ministerial consent required by s 12(4)(a) of the Act is attached at Schedule 7.

### **4.3 Grant of Aboriginal Title**

- (a) Pursuant to s 18 of the Act this Agreement provides for the grant of Aboriginal Title in relation to the land specified in Schedule 8 to the Corporation.
- (b) In relation to the land specified in Schedule 8, the Minister:
  - (i) will recommend to the Governor in Council that an estate in fee simple of Aboriginal Title be granted under s 19 of the Act to the Corporation; and
  - (ii) agrees to take all reasonable steps to obtain any Ministerial consent in the form provided at Schedule 7.
- (c) The proposed grant referred to in clause 4.3(a) is subject to:
  - (i) all the limitations and conditions attaching to the grant provided in Division 4 of Part 3 of the Act; and
  - (ii) in accordance with s 12(5) of the Act, the Secretary and the Corporation entering into the Traditional Owner Land Management Agreement before the grant is made.

### **4.4 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 Act 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 4.3. 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.

### **4.5 Condition of the land**

- (a) For the purpose of assisting the Corporation to make the confirmation referred to in clause 4.2(a), as soon as practicable and within 4 months of the date of this Agreement, the State will provide site condition information to the Corporation:
  - (i) in relation to all of the land identified in Schedule 6;
  - (ii) on a confidential and without-prejudice basis;
  - (iii) which contains all information ordinarily required in a statement issued under s 32 of the *Sale of Land Act 1962 (Vic)*; and
  - (iv) which discloses previous uses of the land known to the State.
- (b) The Corporation will undertake all reasonable due diligence steps (including reviewing the information provided by the State pursuant to clause 4.5(a)) to satisfy itself with regards to the condition of the land identified in Schedule 6 for the purpose of making the confirmation referred to in clause 4.2(a).

- (c) The Corporation may request site condition information in addition to that provided by the State pursuant to clause 4.2(a). The State will consider any such request and respond as soon as possible confirming that the requested information is or is not available and, if available, when it may be provided.
- (d) From the date that a proposed grant of land referred to in clause 4.2 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.
- (e) From the date that a proposed grant of land referred to in clause 4.2 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.
- (f) The State warrants that any information provided pursuant to clause 4.5(a) is accurate to the best of its knowledge.

#### **4.6 Land Agreement component of Initial Outcomes Review**

- (a) The State acknowledges the aspiration of the Taungurung to own in Aboriginal Title and jointly manage all current and new parks and reserves in the Agreement Area created and managed pursuant to the *National Parks Act 1975* (Vic), the *Crown Land (Reserves) Act 1978* (Vic) and the *Forest Act 1958* (Vic).
- (b) As part of the initial outcomes review under clause 12.2 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 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) an assessment of the State's available funding associated with joint management.



#### **4.7 Letter of support**

In relation to any land owned in fee simple by the Corporation, and upon 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; and/or
- (b) government funding for land management or similar purposes.

#### **5. Land Use Activity Agreement**

The Land Use Activity Agreement is set out in Schedule 9.

#### **6. Funding**

##### **6.1 Funding Agreement**

This clause 6 constitutes a funding agreement as contemplated by s 7 of the Act.

##### **6.2 Payment of the Funds**

- (a) In accordance with s 78(1) of the Act, the Funds provided for in this clause are for the purpose of giving effect to this Agreement.

###### ***One-off initial payment***

- (b) Following execution of this Agreement and within 30 days of receiving a Tax Invoice from the Corporation, the State will pay \$320,000 to the Corporation.

###### ***Monies on trust***

- (c) Subject to clause 6.3, the State will pay to the Victorian Traditional Owners Trust, to be held by the Trustee on trust for and on behalf of the Taungurung an amount of \$24,093,250 to be distributed in accordance with the Participation Agreement.
- (d) Following the grant in fee simple of the last of the land referred to in clause 4.2, the State will pay to the Victorian Traditional Owners Trust, to be held by the Trustee in a trust for and on behalf of the Taungurung an amount determined in accordance with the following formula:

$$\text{Payment} = \text{MMV} - (\text{MV} - \text{CB})$$

Where:

**MMV** = \$1,500,000 (which represents the maximum market value of all of the land specified in Schedule 6) *plus* interest on that amount (if any) calculated at a rate equivalent to the business lending rate (30 day rate) published by the National Australia Bank Limited, from the Effective Date until the date that information is provided under clause 4.5(a);

**MV** = the market value as at the date of the valuation of land granted in fee simple pursuant to clause 4.2; and

**CB** = the Community Benefits payable to the Corporation in respect of the grant of fee simple pursuant to clause 4.2.

- (e) In the event that the Corporation confirms, pursuant to clause 4.2(a), that it does not seek to be granted in fee simple any of the land identified in Schedule 6, the State will pay \$1,500,000 to the Corporation within 30 days of receiving a Tax Invoice from the Corporation.

#### ***Annual funding from 1 July 2022***

- (f) On 1 July 2022, and on each anniversary thereafter for the duration of this Agreement, the State will pay the Corporation:
  - (i) \$300,000 per annum, (adjusted for inflation from 2018-19) to enable the Corporation to participate in the management of natural resources within the Agreement Area; and
  - (ii) \$29,000 per annum, (adjusted for inflation from 2018-19) to support members in the take and use of natural resources.

### **6.3 Participation Agreement**

- (a) The State will not pay the Funds specified in clause 6.2(c) until:
  - (i) the Effective Date;
  - (ii) it has received from the Corporation an executed counterpart of the Participation Agreement; and
  - (iii) it has received from the Trustee a Tax Invoice for the payment of the Funds (if required under the GST Act).
- (b) The State will pay the Funds specified in clause 6.2(c) within 30 Business Days of the conditions specified in clause 6.3(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 \$320,000 per annum, adjusted for inflation from 2018-19, in accordance with the Trust Deed.
- (d) The State must do all things necessary to enable the Corporation to comply with clause 6.3(a)(ii).

### **7. Natural Resource Agreement**

The Natural Resource Agreement is set out in Schedule 11.

### **8. Joint management of Aboriginal Title land**

#### **8.1 Joint management funding**

The State has agreed to provide funding in relation to employment, as set out in clause 8.2, and other costs associated with delivering works on the Aboriginal Title land, in the following amounts:

- (a) up to a maximum of \$4,967,000 for the period until 30 June 2022; and

- (b) from 1 July 2022, \$1,265,000 per annum, (adjusted for inflation from 2018-19) for the duration of the Traditional Owner Land Management Agreement.

## **8.2 Employment**

- (a) The State supports joint management and will fund employment of rangers or equivalent positions by either the State, a State Agency or the Corporation.
- (b) The Corporation will determine:
  - (i) whether the Corporation will be the employer of the employees referred to in this clause; and
  - (ii) the number of rangers (or equivalent) to be employed, subject to the limitations of funds available pursuant to clause 8.1 and the requirements of any management plan.
- (c) The positions referred to in this clause 8.2 must be filled by Taungurung people and the positions must involve work related to the management of the Aboriginal Title land referred to in clause 4.3.
- (d) If a person is employed under clause 8.2(a) by a State Agency, the State Agency will determine the salary and other terms and conditions of employment for the position.
- (e) If a person is employed under clause 8.2(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.

## **9. Economic development opportunities**

### **9.1 Renewable energy**

- (a) The Parties acknowledge the Corporation's aspiration to undertake economic development in the renewable energy sector.
- (b) The State agrees to take all reasonable steps to consider in good faith a business case, provided by the Corporation within three years of the Effective Date, for a renewable energy proposal.
- (c) The State's consideration of the business case at clause 9.1(b) will include the potential for the State to enter into a Support Agreement with the Corporation, or any Corporation-nominated entity, as an outcome of the State's consideration.
- (d) The Parties acknowledge that it is the State's preference that any business case provided pursuant to clause 9.1(b) for the State's consideration is for an enterprise that would average at least 51 per cent Corporation ownership, over the life of any financial support provided by the State.
- (e) While it is open to the Corporation to propose a business case for a renewable energy proposal located anywhere in Victoria, the State's

preference is for a renewable energy project that would be wholly located within the Agreement Area.

- (f) The State agrees that in complying with clause 9.1(b) relevant State departments and agencies will, as a minimum, take steps to:
  - (i) provide advice to the Corporation on relevant renewable energy programs and policies to assist in the development of a business case; and
  - (ii) facilitate meetings between the Corporation and the Secretary of any State Agency with responsibility for renewable energy policy, to consider a business case prepared by the Corporation.

## **9.2 Economic development component of Initial Outcomes Review**

As part of the initial outcomes review under clause 12.2 of this Agreement, the Parties agree that the review will consider, but not be limited to:

- (a) access by the Corporation, its subsidiaries and Taungurung 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 Taungurung aspirations and investments with State and Commonwealth priorities, investments and approval processes; and
- (b) the development of a renewable energy business case and the State's response.

## **10. Consideration and State to deliver benefits under the Settlement Package**

- (a) In consideration for the Corporation and the Taungurung Signatories entering into the Settlement Package, the State has agreed to give effect to the benefits to the Corporation under the Settlement Package.
- (b) In consideration for the State entering into the Settlement Package, the Corporation and the Taungurung Signatories have 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.

## **11. Implementation Plan**

The Parties will, within four months of execution of this Agreement, finalise the Implementation Plan for the Settlement Package, a draft of which is set out in Schedule 12.

## **12. Review**

### **12.1 Implementation review**

Within 18 months of the Effective 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.

### **12.2 Initial outcomes review**

- (a) Within five years of the Effective 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.

### **12.3 Periodic outcomes review**

- (a) Within five years of the completion of the initial outcomes review under clause 12.2, 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 12.3(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.

### **12.4 First Principles Review**

- (a) The Parties will agree terms of reference and timeframes for the First Principles Review, and commence the First Principles Review, as soon as practicable and within four months of the execution of this Agreement.
- (b) The Parties agree that other Traditional Owner Groups will be partners in the First Principles Review, and that Traditional Owner Groups who have already entered into settlements with the State under the Act can benefit

from new standards, policies and processes developed through the First Principles Review.

- (c) The Parties agree to seek confirmation from other Traditional Owner Groups that the following principles will govern the First Principles Review. The First Principles Review will:
  - (i) be conducted as a partnership between the State and all participating Traditional Owner Groups;
  - (ii) both in its process and in its outcomes, promote the principle of self-determination;
  - (iii) have reference to developments in Australian native title law and practice, and will draw on the experience of prior settlements, and other developments across the policy spectrum;
  - (iv) comply with the right to free prior and informed consent, and also adhere to the *Charter of Human Rights and Responsibilities Act 2006* (Vic); and
  - (v) allow for, and the State will ensure, that Traditional Owner Groups meet directly with responsible senior officials, including, where necessary and relevant, Secretaries and Deputy-Secretaries, from relevant government departments in relation to any matter associated with the First Principles Review.
- (d) The First Principles Review will at least:
  - (i) examine the templates for the land use activity agreement (including the formulae used to calculate payable Community Benefits in respect of applicable land use activities) and the natural resource agreement, including their policy and legislative underpinnings; and
  - (ii) make recommendations to ensure that those agreements continue to be effective and capable of meeting the aspirations of Traditional Owner Groups for agreements under the Act to be just, to foster self-determination, and to promote and comply with human rights.
- (e) The State will undertake the First Principles Review in good faith and will adhere to the agreed terms of reference and timeframes

## **12.5 Commitments to future actions**

- (a) Within 12 months of the Effective Date, the Parties will develop a Surplus Crown Land Protocol for the identification of Crown land within the Agreement Area which may be suitable for sale.
- (b) The State will not enter into an agreement under the Act over any zone of negotiation shown at Schedule 13 without an agreement being first reached between the Corporation on behalf of the Taungurung Traditional Owner Group and the Traditional Owner Group (or their corporate representative) of the relevant zone of negotiation identified at Schedule 13.

- (c) The State agrees that it will prioritise assessing the suitability of Reef Hills State Park for transfer under Aboriginal Title, if the Agreement Area is amended to incorporate Reef Hills State Park.

### **13. Notice of Breach**

- (a) If, in the reasonable opinion of a Party (in this clause 13, '**first party**'), another Party has breached a condition of this Agreement (in this clause 13, '**other party**'), the first party may serve a notice in writing on that other party (in this clause 13, '**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 14.

### **14. Dispute resolution**

#### **14.1 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 14 do not apply to any review of the Settlement Package pursuant to clause 12.

#### **14.2 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 in accordance with clause 14.2(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.

#### **14.3 Meeting of the panel**

If a Dispute is referred to the dispute resolution panel under clause 14.2(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.

#### **14.4 Mediation**

- (a) If the dispute resolution panel does not resolve the Dispute within 10 Business Days of its first meeting pursuant to clause 14.3 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 14.4(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.

#### **14.5 Agreement continues**

The Parties will continue to perform and observe their respective obligations under this Agreement pending resolution of a Dispute under this clause 14.

#### **15. Variation**

- (a) This Agreement may only be varied by the Parties by mutual agreement in writing.
- (b) Without derogating from clause 15(a), the Parties may vary any deadlines in this Agreement by a written exchange.

#### **16. 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 Taungurung as the Traditional Owner Group Entity becomes bound by and has the benefit of this Agreement.

#### **17. 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.

#### **18. General**

##### **18.1 Communications**

- (a) The Parties will send any correspondence or notices in connection with this Agreement to the relevant Party's representative specified in Schedule 14.
- (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 will 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, three 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.

## **18.2 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 the Settlement Package.

## **18.3 Counterparts**

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

## **18.4 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.

## **18.5 Compliance with Laws**

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

## **18.6 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.

## **18.7 Severability**

Any part, clause, sub-clause, paragraph or sub-paragraph of this Agreement which is invalid or unenforceable will 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 will be severed without affecting the remaining parts of this Agreement.

Executed as an Agreement

**Signed by the Honourable Martin Pakula MP, Attorney General** for and on behalf of the State of Victoria in the presence of:

Signature of witness

**Martin Pakula**

Name of witness *(please print)*

Date:

**Signed for and on behalf of Taungurung Clans Aboriginal Corporation (ICN 4191)** in accordance with section 99-5 of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)*

Signature of director

Signature of director

Name of director *(printed)*

Name of director *(printed)*

Date:

Date:



Schedule 1 Agreement Area

course of the Campaspe River (represented by the western boundaries of the parishes of Langwornor and Knowsley) to a point on the dam wall (crossed by the Knowsley-Eppalock Road); then generally northerly once again along the centreline of the Campaspe River to its intersection the boundary of the RAP boundaries of the Yorta Yorta Nation Aboriginal Corporation at Longitude 144.706365° East, Latitude 36.351122° South.;

Then generally south-easterly and generally north-easterly along the southern boundary of the RAP boundaries of the Yorta Yorta Nation Aboriginal Corporation through the following coordinated points:

| Longitude° East | Latitude° South |
|-----------------|-----------------|
| 144.748564      | 36.375966       |
| 144.827784      | 36.409705       |
| 144.874657      | 36.439462       |
| 144.943727      | 36.495469       |
| 144.966816      | 36.505216       |
| 144.997460      | 36.527920       |
| 145.031644      | 36.552158       |
| 145.065407      | 36.577185       |
| 145.149131      | 36.639586       |
| 145.188921      | 36.658343       |
| 145.233089      | 36.688274       |
| 145.321270      | 36.737870       |
| 145.376480      | 36.751805       |
| 145.405302      | 36.759004       |
| 145.431622      | 36.762269       |
| 145.454617      | 36.759180       |
| 145.528357      | 36.745569       |
| 145.589756      | 36.725830       |
| 145.655721      | 36.702770       |
| 145.698987      | 36.693722       |
| 145.749703      | 36.679551       |

## Schedule 1 Agreement Area

| Longitude° East | Latitude° South |
|-----------------|-----------------|
| 145.876651      | 36.641675       |
| 145.935435      | 36.624952       |
| 146.072054      | 36.581876       |
| 146.223013      | 36.540762       |
| 146.362852      | 36.507233       |
| 146.399405      | 36.493434       |
| 146.485957      | 36.471218       |

Then continuing north-easterly along that RAP boundary in a line towards Longitude 146.545493° East, Latitude 36.431346° South until its junction with the centreline of the Ovens River (southwest of Everton); then generally south-easterly along the centreline of the Ovens River, Ovens River East Branch and Mount Smythe Creek to its headwaters at approximately Longitude 147.111785° East, Latitude 36.994792° South; then north-east to a point on the Great Alpine Road (B500) at Latitude 36.992095° South (located approximately 150 metres south of Blowhard Hut) also being a point on the western boundary of the VID6007/1998, VID482/2009 Gunai/Kurnai People (VCD2010/001) native title determination and the western boundary of the Parish of Yertoo; then generally south-westerly along the external boundary of that determination to its junction with the northern boundary of the RAP boundaries of the Wurundjeri Tribe Land and Compensation Cultural Heritage Council Inc., further described as:

Then generally south-westerly along the western boundaries of the Parish of Yertoo, the northern boundaries of the parishes of Kybeyan and Bolaira; western boundaries of the parishes of Howitt Plains, Magdala South, Licola North and Licola, northern boundaries of the parishes of Binnuc and Moolpah to its westernmost point on the Warburton – Woods Point Road;

Then generally westerly along the northern boundary of the RAP boundaries of the Wurundjeri Tribe Land and Compensation Cultural Heritage Council back to the commencement point, further described as:

Generally westerly and north-westerly along the Warburton – Woods Point Road, following the northern boundary of the Yarra Ranges National Park to the Marysville – Woods Point Road; then generally westerly along that road to Cambarville Road; then generally northerly along that road to Snowy Hill Road; then generally northerly along that road to a point at Longitude 145.880496° East, Latitude 37.522742° South; then west to a point on Lake Mountain Road at Longitude 145.874537° East, Latitude 37.522742° South; then generally south-westerly and northerly along that road to a point at Longitude 145.867726° East, Latitude 37.527606° South, being a ridge on the Great Dividing Range; then generally westerly along that ridge to a again a point on Lake Mountain Road at Longitude 145.838990° East, Latitude 37.529262° South; then generally south-westerly along that road, the Marysville – Woods Point Road and Tommys Bend Road to an unnamed track on the northern boundary of the Yarra Ranges National Park; then generally south-westerly along the northern boundaries of the that National Park (defined by a number of tracks along the ridge of the Great Dividing Range) to the junction of Strickland Spur Track and Road 8; then generally

## Schedule 1 Agreement Area

southerly along that Road 8 (also being the boundary of the Yarra Ranges National Park and following the Great Dividing Range to a point on an unnamed track at Longitude 145.747122° East, Latitude 37.622365° South; then generally south-easterly along that unnamed track and Road 10 to Road 14; then generally north-westerly along that road and Road 7 to an unnamed track at Longitude 145.717747° East, Latitude 37.670334° South; then generally north-westerly along that track to Road 27; then generally northerly along that road following the Great Dividing Range to the junction with Mt Vinegar Road and Road 8; then generally north-westerly along that road to an unnamed track and a point on the Yarra Ranges National Park boundary at Longitude 145.658791° East, Latitude 37.614534° South; then generally northerly along that unnamed track and again Road 8 to the Maroondah Highway; then generally north-easterly along that highway for about 45 metres to Monda Road; then generally north-westerly, generally south-westerly and again generally north-westerly along that road, being the top of the Great Dividing Range to an unnamed track at Longitude 145.523554° East, Latitude 37.561548° South; then generally north-westerly along that unnamed track to Sylvia Creek Road at Longitude 145.513084° East, Latitude 37.554991° South; then generally westerly and generally north-westerly along that road, Myers Creek Road, Healesville – Kinglake Road, Old Toolangi – Mt Slide Road, Old Toolangi Road, again the Healesville – Kinglake Road to Glenwood Drive; then generally south-westerly and generally north-westerly along Glenwood Drive, again the Healesville – Kinglake Road; then generally westerly along that road, crossing the Melba Highway to with the junction of the Heidelberg – Kinglake Road and the Whittlesea – Kinglake Road at Kinglake township; then generally north-westerly along the Whittlesea – Kinglake Road to the Whittlesea – Yea Road at Kinglake West; then generally north-westerly along Road 16 and Road 3 to Board Road; then generally south-westerly and generally north-westerly along that road and Disappointment Road (both also referred to as Mount Disappointment Forest Drive) to its junction with Escreets Road and Main Mountain Road; then generally north-westerly, generally south-westerly, again generally north-westerly along Main Mountain Road, South Mountain Road and North Mountain Road to Rail Street in Heathcote Junction township; then south-westerly to a point on a the North Eastern railway line at Longitude 145.028375° East, Latitude 37.372232° South; then north-easterly along that railway line for about 100 metres to its connection with a dismantled railway at Longitude 145.027836° East, Latitude 37.371297° South; then generally westerly, generally southerly and generally north-westerly along that dismantled railway line to Arkells Lane at Longitude 144.990815° East, Latitude 37.371864° South; then westerly along that lane to Longitude 144.979458° East, Latitude 37.370238° South; then generally south-westerly and generally north-westerly along the ridge of the Great Dividing Range, through Longitude 144.970239° East, Latitude 37.375472° South on the Northern Highway to the junction of the Old Sydney Road, Beauview Road and Poulterers Lane; then generally northerly along that Lane and the Northern Highway to Union Lane; then westerly along Union Lane for about 200 metres to Longitude 144.959391° East, Latitude 37.353333° South; then generally north-westerly and generally south-westerly along the ridge of the Great Dividing Range for about 15 kilometres through the following points :

- Longitude 144.942914° East, Latitude 37.343025° South on Mill Road;
- Longitude 144.936355° East, Latitude 37.322544° South on Gehreys Lane;
- Longitude 144.924647° East, Latitude 37.315504° South on Paynes Road;
- Longitude 144.895033° East, Latitude 37.300332° South on High Park Road; and
- Longitude 144.851277° East, Latitude 37.310890° South on the Kilmore – Lancefield Road

Then north-westerly along the Kilmore – Lancefield Road to an unnamed track at Longitude 144.828250° East, Latitude 37.301141° South; then generally northerly along that track to the Old Kilmore – Lancefield Road at Longitude 144.827739° East,

EXECUTION VERSION

Schedule 1 Agreement Area

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Latitude 37.298715° South; then generally northerly following the ridge of the Great Dividing Range for about 1400 metres to the junction of the Goldie Mine Road (Split Gully Road) and an unnamed track at Longitude 144.831468° East, Latitude 37.286533° South; then generally northerly along that unnamed track following the ridge of the Great Dividing Range for about 6 kilometres to the Willowmavin – Tantaraboo Road (Tantaraboo Road) at Longitude 144.829381° East, Latitude 37.235477° South; then north-westerly along that road to a point on the ridge of the Great Diving Range at Longitude 144.827667° East, Latitude 37.233880° South; then generally north-westerly and westerly following the ridge of the Great Dividing Range to a point on Mt William Road at Longitude 144.818373° East, Latitude 37.225435° South; then generally northerly and generally westerly along that road, Lancefield - Pyalong Road and Allisons Road to an unnamed stream at Longitude 144.755476° East, Latitude 37.206133° South; then generally north-westerly along that stream to its junction with another unnamed stream at Longitude 144.752528° East, Latitude 37.204409° South; then generally south-westerly and westerly along that stream to the Lancefield – Tooborac Road at Longitude 144.741957° East, Latitude 37.209589° South; then northerly and westerly along that road and Mitchells Road to a point at Longitude 144.730062° East, Latitude 37.207109° South; then following the ridge of the Great Dividing Range for about 7.2 kilometres generally south-westerly, generally westerly and generally north-westerly passing through Longitude 144.695106° East, Latitude 37.215634° South on the Burke and Wills Track to the junction of Long Ryans Road and the Bourke and Wills Track at Longitude 144.675082° East, Latitude 37.208051° South; then generally north-westerly along the Bourke and Wills Track to a point on the ridge of the Great Dividing Range at Longitude 144.665764° East, Latitude 37.205964° South; then generally south-westerly and generally southerly following the ridge of the Great Dividing Range passing through the following points back to the commencement point:

- Longitude 144.657631° East, Latitude 37.214696° South on Reillys Road,
- Longitude 144.624075° East, Latitude 37.232045° South on Ridge Road;
- Longitude 144.580711° East, Latitude 37.259574° South on Dohertys Road;
- Longitude 144.574223° East, Latitude 37.28144° South on Three Chain Road; and
- Longitude 144.586983° East, Latitude 37.309182° South on Jim Road;

**Note**

**Data Reference and source**

- Agreement boundary compiled by National Native Title Tribunal based on information or instructions provided by the applicants, and the boundaries of the following Victorian Registered Aboriginal Parties:

Dja Dja Wurrung Clans Aboriginal Corporation as modified on 7 February 2013;

GunaiKurnai Land and Waters Aboriginal Corporation as modified on 6 June 2018;

Taungurung Clans Aboriginal Corporation as modified on 10 February 2017;

Wurundjeri Tribe Land and Compensation Cultural Heritage Council as modified on 10 February 2017; and

Yorta Yorta Nation Aboriginal Corporation as registered on 14 September 2007.

- External boundary (Schedule 1) of the VID6007/1998, VID482/2009 Gunai/Kurnai People (VCD2010/001) Native Title Determination as determined in the Federal Court of Australia on 22 October 2010.

Schedule 1 Agreement Area

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- Parish boundaries sourced from Dept of Environment, Land, Water and Planning (May 2015).
- Roads and watercourses based on VicMap topographic vector data (1:25,000) sourced from Dept of Environment, Land, Water and Planning (Aug 2018).
- Great Dividing Range based on that boundary as defined by the Registered Aboriginal Parties data for Taungurung Clans Aboriginal Corporation and Wurundjeri Tribe Land and Compensation Cultural Heritage Council.
- Where the boundary follows a feature such as a road or watercourse, the boundary is the centreline of that feature unless otherwise specified.

**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 of 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.



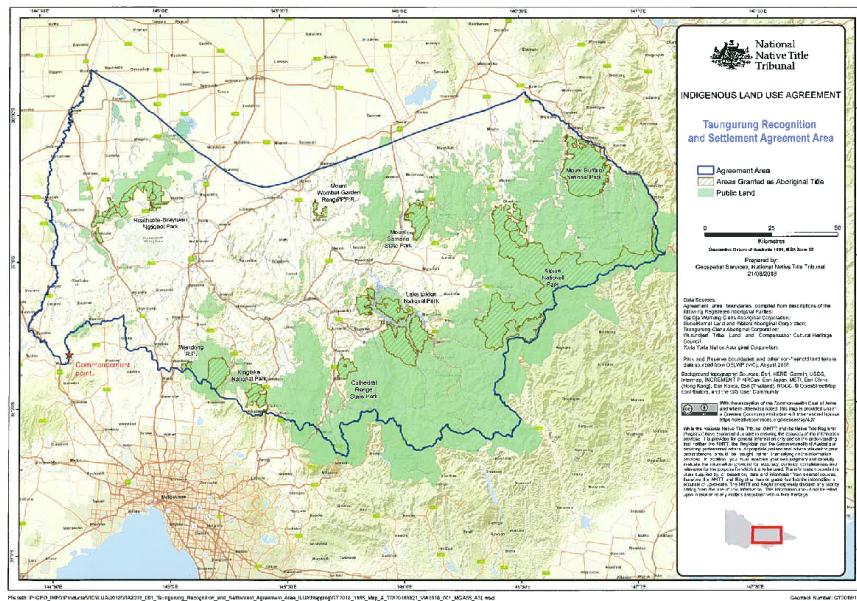
## Schedule 2 Notification by the State (Clause 3.2)

- **Agreed Draft Text:**

**Department of Justice & Regulation**  
**Traditional Owner Settlement Act 2010**  
**Recognition and Settlement Agreement reached with the**  
**TAUNGURUNG**

The State of Victoria and the **Taungurung Clans Aboriginal Corporation (ICN 4191)** (the Corporation) have entered into a Recognition and Settlement Agreement (the Agreement) under the *Traditional Owner Settlement Act 2010 (Vic)* (the TOS Act). The Corporation is appointed by the Taungurung traditional owner group as the traditional owner group entity. The Agreement between the State of Victoria and the Corporation commits the parties to an ongoing partnership, and includes obligations and benefits for both parties.

The Agreement under the TOS Act recognises the Taungurung as the traditional owner group in the Agreement area (see map below), and their rights to access and use the land and its natural resources in accordance with the terms of the agreement. It also provides a regime for the Corporation to comment on, negotiate about, or consent to certain activities on public land in the Agreement area.



The Agreement provides for the transfer of up to five sites in fee simple to the Corporation and the granting to the Corporation of 'Aboriginal Title' of nine parks within the Agreement area, to be jointly managed with the State. It also includes a funding agreement for the Corporation to manage its obligations, undertake economic development activities, and improve social and cultural outcomes for the Taungurung people.

The Corporation can be contacted by **email** on [enquiries@taungurung.com.au](mailto:enquiries@taungurung.com.au), by **telephone** on (03) 5784 1433 and by **mail** at 37 High Street Broadford Victoria 3658.

For further information, visit [www.justice.vic.gov.au](http://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 7523 or by email [nativetitle@justice.vic.gov.au](mailto:nativetitle@justice.vic.gov.au)

**National Publications:**

- Koori Mail

**Regional/Local Publications:**

- Alexandra Eildon Standard
- Benalla Ensign
- Bendigo Weekly
- Euroa Gazette
- Flowerdale Flyer
- Healesville Mountain Views Mail
- Heathcote Mclvor Times
- Kyabram Free Press
- Kyneton Connect
- Kyneton Midland Express
- Mansfield Courier
- Nagambie Community Voice
- New Woodend Star
- Seymour Telegraph
- Sunbury & Macedon Ranges Star Weekly
- Sunbury Macedon Leader (Newsprint)
- Wallan North Central Review
- Wallan North Central Review
- Wandong Heathcote Junction What's News
- Yea Chronicle

### Schedule 3 Specific Notifications (Clause 3.2 and 3.4)

1. The Parties agree to send the notice in Schedule 2 within three months of the Effective Date, or at a time otherwise agreed by the Parties, to the specific entities below.
2. The Parties agree to send a letter to the water entities listed in the specific entities below within three months of the Effective Date, or at a time otherwise agreed by the Parties.
3. The letter at Clause 2 will
  - (a) be jointly drafted and signed by the Corporation and the Minister;
  - (b) advise recipients of the Taungurung's traditional owner rights, particularly as they pertain to water; and
  - (c) encourage recipients to partner with the Taungurung in the management of water in the Agreement Area.

Specific entities are:

| Local Government  |  |   |
|---|--|---|
| Alpine Shire  | Mansfield Shire  | City of Greater Bendigo                                 |
| Benalla Rural City  | Wellington Shire   | Mitchell Shire  |
| Shire of Campaspe   | Murrindindi Shire  | City of Greater Shepparton                              |
| Yarra Ranges Shire  | Shire of Macedon Ranges                                  | Shire of Strathbogie                                    |
| Rural City of Wangaratta  | Whittlesea Council                                       | Mt Alexander 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   |

## Recognition and Settlement Agreement

### Schedule 3 Specific Notifications (Clause 3.2 and 3.4)

|  |  |  |
|--|--|--|
| Geothermal Energy Association                              | VicForests   | VicTrack   |
| VicRoads   | Victorian Local Governance Association                         | Concrete, Cement and Aggregates Association                      |
| Construction Material Processors Association               | SP Ausnet  | APA Group  |
| Small Business Victoria                                    | Business Victoria  | Regional Development Victoria                                    |
| Lake Mountain Resort                                       | Tourism Victoria   |  |
| <b>Commonwealth entities</b>                               |  |  |
| Department of Prime Minister and Cabinet                   | Attorney-General's Department                                  | Indigenous Business Australia                                    |
| Indigenous Land Corporation                                | NBN Co   |  |
| <b>Aboriginal organisations and representative bodies</b>  |  |  |
| Local Indigenous Networks                                  | Victorian Traditional Owner Land Justice Group                 | National Indigenous Working Group on Native Title                |
| National Congress of Australia's First People              | National Native Title Council                                  | Koorie Heritage Trust, Inc.                                      |
| Victorian Aboriginal Education Association Inc             | Victorian Aboriginal Community-Controlled Health Organisations | Federation of Victorian Traditional Owner Corporations           |
| Kinaway – Victorian Aboriginal Chamber of Commerce         | Murray Lower Darling Rivers Indigenous Nations                 | Boonwurrung Cultural Foundation                                  |
| Rumbalara Cooperative                                      |  |  |
| <b>Traditional Owner Corporations</b>                      |  |  |
| Barengi Gadjin Land Council Aboriginal Corporation         | Gunditj Mirring Traditional Owners Aboriginal Corporation      | Wurundjeri Tribe Land and Compensation Cultural Heritage Council |
| Bangerang Cultural Centre Aboriginal Cooperative Ltd       | Wathaurung Aboriginal Corporation                              | Yorta Yorta Nation Aboriginal Corporation                        |
| First Peoples of the Millewa-Mallee Aboriginal Corporation | Gunaikurnai Land and Waters Aboriginal Corporation             | Martang Pty Ltd  |
| Eastern Maar Aboriginal Corporation                        | Dja Dja Wurrung Clans Aboriginal Corporation                   | Dhudhuroa Waywurru Nations Aboriginal Corporation                |
| Bunurong Land Council Aboriginal Corporation               |  |  |
| <b>Water entities</b>                                      |  |  |
| Goulburn Broken Catchment Management Authority             | North Central Catchment Management Authority                   | North East Catchment Management Authority                        |
| VicWater   | Victorian Catchment Management Council                         | Goulburn Valley Water  |
| North East Water   | Coliban Water  | Western Water  |
| Melbourne Water  |  |  |

## **Schedule 4 Protocol on Acknowledgements and Welcomes to Country (Clause 3.3)**

### **1. Introduction**

This protocol is between the State of Victoria and the Taungurung Clans Aboriginal Corporation (**'the Corporation'**) as the Traditional Owner Group Entity appointed by the Taungurung 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* and any successor framework. 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 meaningful Acknowledgements and inviting Taungurung to provide Welcomes to Country is one way to respect Taungurung as the recognised Traditional Owner group for the Agreement area.

It is one method by which the State may give effect to its obligation under s 19(2) of the *Charter of Human Rights and Responsibilities Act 2006* (Vic), which protects the Taungurung's rights to enjoy and maintain their language, cultural practices and identity, kinship ties and distinct connection to land and waters. Moreso, it is a generations' old practice of respect and honouring of Taungurung traditional practice and lore.

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

### **2. Welcomes to Country and other Taungurung Cultural Services**

#### **(a) What is a Welcome to Country?**

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

Under their traditional laws and customs, the Taungurung have a right to welcome visitors to their country.

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

A Welcome to Country may be appropriate at all events on Taungurung country. Welcomes to Country are expected 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 but are not limited to:

- (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 a State agency or authority is primarily responsible for a major official event in the Agreement area, that agency is expected to consult with Taungurung Traditional Owners about the inclusion of 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.

**(c) What is a cultural service?**

In addition to Welcomes to Country, Taungurung cultural services include (but are not limited to) traditional ceremonies, smoking ceremonies, music and dance performances, cultural awareness and other training and education initiatives. These services provide an important opportunity for building awareness and understanding of the Taungurung as the Traditional Owner group for the Agreement area and as part of Victoria's history and community. It also allows the broader community to understand, engage with and foster a sense of pride about the history and culture of the land in which they reside.

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 Taungurung cultural services?**

Cultural services of the Taungurung Traditional Owner group, including Welcomes to Country, are conducted by persons nominated by the Corporation.

**(e) Requests for Welcomes to Country and Taungurung cultural services**

All requests for Taungurung cultural services, including Welcomes to Country, within the Agreement area should be directed to the Corporation and will be dealt with in accordance with its policies and procedures.

**3. Acknowledgement of the Taungurung as Traditional Owners**

**(a) What is an Acknowledgement of Country?**

An Acknowledgement of Country is a meaningful statement. It is a traditional practice for people gathering on Taungurung land who are not of Taungurung descent to begin with an Acknowledgement of Country before they begin their business, as is a common practice across Australia. 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 Taungurung 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 Taungurung as Traditional Owners can be made by anyone at the beginning of a meeting, event or publication occurring within or concerning the Agreement area.

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

- an acknowledgement of the Taungurung 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.

The Corporation can assist further with requests for appropriate content for Acknowledgements to Country, if required.

**4. Distribution of the Protocol**

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

- |  |
|--|
| <ul style="list-style-type: none"><li>• 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.</li></ul> |
|--|

## Schedule 5 Local Government Engagement Strategy (Clause 3.5)

1. Local governments have the means to offer significant on-ground and practical opportunities by which to improve the economic and social standing of Aboriginal people and communities within their municipal boundaries.
2. The State must facilitate 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 is the Department of Environment, Land, Water and Planning (DELWP).
3. The Taungurung Recognition and Settlement Agreement area (Agreement Area) encompasses parts of fifteen different council areas. Where the Taungurung Clans Aboriginal Corporation (Corporation) seeks to engage with any or all of those councils, the State must 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 twelve months of the Effective Date), representatives of the Corporation and DELWP (or other relevant department) will meet to commence discussions for the development of a plan for DELWP, where reasonably practicable, to facilitate the Corporation to develop relationships with relevant local councils for the purposes of discussing the 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, reserves and other crown land 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, cultural awareness training, or other work for which the Corporation and/or its subsidiaries have relevant expertise.                                 |



| Action  |
|---|
| (F) Flying the Aboriginal flag.   |
| (G) Acknowledging the Taungurung as the traditional owners 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 Taungurung names for new local roads, bridges and public spaces in relevant council areas in consultation with the Corporation.   |
| (I) Installation of appropriate signage, keeping places and interpretive information to recognise the Taungurung as the traditional owners for the Agreement Area following appropriate consultation between Taungurung and relevant councils.  |
| (J) Support for the development of cultural awareness strategies and projects (such as local history research, language preservation).  |
| (K) Mandate 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 Taungurung people and their customs, language, spirituality and history.   |
| (M) Employment of Indigenous Liaison Officers in consultation with Taungurung Clans Aboriginal Corporation.   |

## **Schedule 6 Grant of estate in fee simple (Clause 4.2)**

The land to which clause 4.2 applies is as follows:

**Land at Broadford** *Description*

1,841 square meters being Crown Allotments 2022 and 2023, Township of Broadford, Parish of Broadford.

**Land at Alexandra** *Description*

16,306 square meters being Crown Allotments 5 and 6, Section 5, Township of Alexandra, Parish of Alexandra

**Land at Alexandra** *Description*

6,166 square meters being Crown Allotment 11, Section 36, Township of Alexandra, Parish of Alexandra

**Land at Nagambie** *Description*

60.8 hectares being Crown Allotments 51 and 51A, Parish of Wormangal

**Land at Woods Point** *Description*

1,987 square meters being Crown Allotment 1, Section 18, Township of Woods Point, Parish of Goulburn.

**Schedule 7            Ministerial consent to the grant of land (Clause 4.2 and 4.3)**

I, Robin Scott MP, as the Minister administering Division 6 of Part I of the Land Act 1958, for the purposes of section 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 Taungurung Clans Aboriginal Corporation (Indigenous Corporation Number 4191).

\_\_\_\_\_  
The Hon Robin Scott MP  
Minister for Finance  
Dated \_\_\_\_\_

I, Liliana D'Ambrosio MP, for the purposes of section 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 Taungurung Clans Aboriginal Corporation (Indigenous Corporation Number 4191).

The Hon Liliana D'Ambrosio MP  
Minister for Energy, Environment and Climate Change  
Dated \_\_\_\_\_

## **Schedule 8 Grant of Aboriginal Title (Clause 4.3)**

### **1. Sites**

The land to which clause 4.3 applies is as follows:

#### **1.1 Alpine National Park**

##### **Land Description**

All those pieces or parcels of land containing 661 777 hectares, more or less, situated in the Counties of Benambra, Bogong, Croajingolong, Dargo, Delatite, Tambo, Tanjil and Wonnangatta being the land delineated and bordered red or green or coloured red or yellow in the plans lodged in the Central Plan Office and numbered N.P. 70/1b, N.P. 70/2c, N.P. 70/1d, N.P. 70/2e, N.P. 70/1g, N.P. 70/1h, N.P. 70/1j and N.P. 70/1n, except for the following—

- (a) the land bordered blue (other than the land shown bordered red or coloured yellow on the plans lodged in the Central Plan Office and numbered N.P. 70/1k and N.P. 70/1m);
- (b) Crown Allotment 1, Section 5, Parish of Burrungabugge, County of Benambra;
- (c) the land shown hatched on the plan lodged in the Central Plan Office and numbered N.P. 70/1n;
- (d) the roads shown on the plans as excluded;
- (e) the Benambra-Corryong Road, the Benambra-Limestone-Black Mountain road, the Dargo High Plains Road, the Great Alpine Road and the Omeo Highway

to the extent that the pieces or parcels of land are situated within the Agreement Area at Schedule 1.

#### **1.2 Heathcote-Graytown National Park;**

##### **Land Description**

All those pieces and parcels of land containing 12 700 hectares, more or less, situate in the Township of Graytown and the Parishes of Cherrington, Costerfield, Dargile, Heathcote, Moormbool East, Moormbool West, Redcastle and Wirrate, Counties of Dalhousie and Rodney, being the land delineated and coloured pink or coloured yellow in a plan lodged in the Central Plan Office and numbered N.P. 106/1.

#### **1.3 Kinglake National Park**

##### **Land Description**

All those pieces or parcels of land containing 23 210 hectares, more or less, situate in the Parishes of Billian, Burgoyne, Clonbinane, Derril, Flowerdale, Kinglake, Linton, Queenstown, Tarrawarra North, Tourourrong, Wallan Wallan and Woodbourne, Counties of Anglesey, Bourke, Dalhousie and Evelyn, being the land

delineated and coloured pink or coloured blue or coloured yellow in plans lodged in the Central Plan Office and numbered N.P. 8/10, N.P. 8A/3 and N.P. 8B/1, to the extent that the pieces or parcels of land are situated within the Agreement Area at Schedule 1.

**1.4 Lake Eildon National Park;  
Land Description**

All those pieces and parcels of land containing 27 750 hectares, more or less, situate in the Parishes of Banyarmbite, Darlingford, Eildon, Howqua West, Jamieson, Lodge Park, Thornton and Wappan, Counties of Anglesey and Wonangatta, being the land delineated and coloured pink excepting therefrom the roads shown as excluded in the plans lodged in the Central Plan Office and numbered N.P. 5/2 and N.P. 5A.

Despite the declaration of the land as a park, and subject to section 25B, timber harvesting of the pine plantation on allotment 7, Parish of Howqua West may be carried out.

**1.5 Mt Buffalo National Park  
Land Description**

All those pieces or parcels of land containing 31 020 hectares, more or less, situate in the Parishes of Barwidgee, Buckland, Dandongadale, Eurandelong, Myrtleford, Porepunkah, Towamba and Wandiligong, County of Delatite, being the land delineated and bordered red or coloured pink or coloured yellow in the plans lodged in the Central Plan Office and numbered N.P. 28/1 and N.P. 28A except for the following—

- (a) the roads shown as excluded;
- (b) the land delineated and bordered blue;
- (c) the land delineated and bordered blue in a plan lodged in the Central Plan Office and numbered N.P. 28B.

**1.6 Mt Samaria State Park  
Land Description**

All those pieces or parcels of land containing 7600 hectares, more or less, situate in the Parishes of Dueran, Moorngag and Nillahcootie, County of Delatite, being the land delineated and bordered red or bordered green excepting therefrom the roads shown as excluded in a plan lodged in the Central Plan Office and numbered N.P. 49.

**1.7 Cathedral Range State Park  
Land Description**

All those pieces or parcels of land containing 3616 hectares, more or less, situate in the Parishes of Taggerty and Torbreck, County of Anglesey, being the land delineated and bordered red excepting therefrom the roads shown as excluded also

excepting therefrom land bordered blue in a plan lodged in the Central Plan Office and numbered N.P. 41/2.

**1.8 Wandong Regional Park**

**Land Description**

The pieces or parcels of land containing 850 hectares, more or less, and being referred to in final recommendations A28 and A29 of the Melbourne Area District 2 Review Final Recommendations dated July 1994 by the Land Conservation Council.

**1.9 Mount Wombat-Garden Range Flora and Fauna Reserve**

**Land Description**

The pieces or parcels of land containing 1,400 hectares, more or less, and being Crown allotments 33F, 35D and 35E, Section G, Parish of Euroa and Crown allotments 23C, 35D and 35E, Section A, Parish of Wondoomarook.

**Schedule 9 Land Use Activity Agreement (Clause 5)**

The Land Use Activity Agreement is part of this Agreement.

**Schedule 10      Participation Agreement (Clause 6.3)**



**Schedule 11      Natural Resource Agreement (Clause 7)**

The Natural Resource Agreement is part of this Agreement.

## **Schedule 12 Implementation Plan (Clause 11)**

### **IMPLEMENTATION PLAN (DRAFT)**

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; and
  - 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 Party.

Recognition and Settlement Agreement

Schedule 12 Implementation Plan (Clause 11)

| Key Milestones & Deliverables  | Agreement / reference                | Agreed timeframes / preconditions          | Estimated date | Responsibility (support) | Status & Notes   |
|--|--------------------------------------|--|----------------|--------------------------|--|
| <b>Registration &amp; Planning</b>   |                                      |  |                |                          |  |
| Registration of ILUA   | ILUA<br>Clause 7                     | Within 7 months of the signing of the RSA. | May 2019       | DJR, TCAC                | The parties to lodge a registration application with the National Native Title Tribunal.                     |
| Establish governance arrangements for implementation, including a joint planning workshop with TCAC and State agency staff |                                      | Within 3 months of the Effective Date.     | August 2019    | DJR                      | To build shared understanding of priorities, roles, responsibilities and resources for implementation.       |
| <b>Recognition components</b>  |                                      |  |                |                          |  |
| Publication of a public notice regarding the recognition of the Taungurung as the traditional owners of the RSA Area       | RSA<br>Clause 3.2                    | Within 3 months of the Effective Date.     | August 2019    | DJR                      | Notice to contain the text set out in Schedule 2   |
| State notification of Commonwealth, local government and other entities  | RSA<br>Clause 3.2                    | Within 3 months of the Effective Date.     | August 2019    | DJR                      | Notice to be forwarded to the entities set out in Schedule 3   |
| Promotion of welcome to country protocol   | RSA<br>Clauses 3.2, 3.3 & Schedule 4 | Within 3 months of the Effective Date.     | August 2019    | DJR                      | State to forward welcome to country protocol, as set out in Schedule 4, to the entities listed in Schedule 3 |
| Promotion of Taungurung water partnerships   | RSA<br>Clause 3.4(b)                 | Within 3 months of the Effective Date.     | August 2019    | DJR                      | State to write to water entities specified in Schedule 3.  |
| Development of plan to advance the actions of the Local Government Engagement Strategy                                     | RSA<br>Clause 3.5                    | Within 6 months of the Effective Date.     | November 2019  | DELWP (DJR)              |  |
| <b>Land Agreement</b>  |                                      |  |                |                          |  |

Recognition and Settlement Agreement

Schedule 12 Implementation Plan (Clause 11)

| Key Milestones & Deliverables   | Agreement / reference           | Agreed timeframes / preconditions   | Estimated date | Responsibility (support) | Status & Notes  |
|---|---------------------------------|---|----------------|--------------------------|---|
| Provision to TCAC of information on the condition of lands available for a grant in fee simple  | RSA clause 4.5                  | Within 4 months of the date of the Agreement.   | November 2019  | DJR and DELWP            |   |
| Confirmation of which lands are to be granted in fee simple to TCAC                             | RSA clause 4.2(a)               | Within 18 months of the Effective Date.   | November 2020  | TCAC                     | Confirmation also as to whether any grant is to be subject to any conditions as set out in s 15 of the <i>Traditional Owner Settlement Act 2010</i> .                   |
| Recommendation made to the Governor in Council for the grant of lands in fee simple to TCAC     | RSA clause 4.2(b)               | Within a reasonable time of TCAC identifying lands to be granted.   |                | DELWP<br>DJR             | Requires prior survey, revocation of any reservations, current valuation, certified title plans before recommendations may be made to GIC.                              |
| Recommendation made to the Governor in Council for the Grants of Aboriginal title to nine sites | RSA (Land Agreement) Clause 4.3 | None specified.   |                | DELWP<br>DJR             | Requires prior survey, revocation of any reservations, surveys, revocations, proclamations, certified Aboriginal title plans before recommendations may be made to GIC. |
| <b>Land Use Activity Agreement (LUAA)</b>   |                                 |   |                |                          |   |
| Registration of the Land Use Activity Agreement   | LUAA Clause 2                   | None specified, but agreement cannot commence until after registration. Within 3 months of execution of the LUAA. | March 2019     | DJR                      | Register of Land Use Activity Agreements to be specified.   |

Recognition and Settlement Agreement

Schedule 12 Implementation Plan (Clause 11)

| Key Milestones & Deliverables  | Agreement / reference                    | Agreed timeframes / preconditions   | Estimated date | Responsibility (support) | Status & Notes   |
|--|--|---|----------------|--------------------------|--|
| Issuing of Ministerial directions as to Advisory Activities          | LUAA<br>Clause 10.2                      | None specified, but agreement cannot commence until directions have been issued   | May 2019       | DJR                      | Draft directions are included at Schedule 5 of the LUAA.   |
| <b>Funding and economic development</b>                              |  |   |                | DJR                      |  |
| Execution of Participation Agreement                                 | RSA (Funding Agreement)<br>Clause 6.3    | None specified, but is a precondition to payment of settlement sum into Trust.  | July 2019      | TCAC, DJR, Trustee       | Draft Participation Agreement included at Schedule 11. Regis would be executed within six weeks of commencement of the RSA.                  |
| Payment of \$24,093,250 to the Victorian Traditional Owners Trust    | RSA (Funding Agreement)<br>Clause 6.2(c) | Within 30 Business Days of the preconditions specified in Clause 6.3 being met  | August 2019    | DJR                      | Preconditions are execution of Participation Agreement; Registration of ILUA; and, receipt of Tax Invoice.                                   |
| Payment of any other funds to the Victorian Traditional Owners Trust | RSA (Funding Agreement)<br>Clause 6.2(d) | Calculated and paid after the grant of lands as described at clause 4.2 of the RSA, after confirmation of the lands by TCAC within 18 months of registration of the ILUA. | November 2020  | DJR                      | These funds are determined by application of the formula in Clause 6.2(d) after confirmation by TCAC of the lands to be granted as freehold. |

Recognition and Settlement Agreement

Schedule 12 Implementation Plan (Clause 11)

| Key Milestones & Deliverables   | Agreement / reference                        | Agreed timeframes / preconditions   | Estimated date | Responsibility (support) | Status & Notes  |
|---|--|---|----------------|--------------------------|---|
| Payment of \$320,000 to TCAC for corporation expenses in 2018-19  | RSA (Funding Agreement)<br>Clause 6.2(b)     | Following execution of the Agreement and within 30 days of receiving a Tax Invoice from TCAC. | December 2018  | DJR                      | Assumes RSA will be signed in October 2018.   |
| Payment of \$300,000 (adjusted for inflation from 2018-19) per annum to TCAC to participate in management of natural resources within the Agreement area  | RSA (Funding Agreement)<br>Clause 6.2(f)(i)  | Ongoing from 1 July 2022  | Ongoing        | DJR                      |   |
| Payment of \$29,000 (adjusted for inflation from 2018-19) per annum to TCAC to support development and maintenance of members' educational and knowledge tools related to the use of natural resources. | RSA (Funding Agreement)<br>Clause 6.2(f)(ii) | Ongoing From 1 July 2022  | Ongoing        | DJR                      |   |
| Provision by TCAC for consideration by the State of a business case for a renewable energy proposal.  | RSA Clause 9.1                               | TCAC provide proposal within 3 years of the Effective Date.                                   | By May 2022    | TCAC                     | The State agrees that relevant State agencies will provide advice to TCAC on relevant renewable energy programs and facilitate meetings to consider the proposal (RSA clause 9.1(f)). |

Schedule 12 Implementation Plan (Clause 11)

| Key Milestones & Deliverables  | Agreement / reference                          | Agreed timeframes / preconditions  | Estimated date | Responsibility (support) | Status & Notes  |
|--|--|--|----------------|--------------------------|---|
| <p>Joint management funding relating to employment and other costs associated with delivering on-ground works on Aboriginal title land:</p> <ul style="list-style-type: none"> <li>Up to a maximum of \$4,967,000 until 30 June 2022.</li> <li>\$1,265,000 per annum (indexed annually) commencing 1 July 2023.</li> </ul> | RSA Clause 8.1                                 | Commencing in 2018-19.   | Ongoing        | DELWP                    |   |
| Employment by a State Agency or the Corporation of ranger positions or equivalent  | RSA (Other economic development) Clause 8.2(a) | Recruitment commencing in 2018-19  | May 2019       | DELWP                    | All positions to be established and filled as soon as TCAC capacity allows. Host organisation to be determined per RSA Clause 8.2 |
| <b>Natural Resource Agreement</b>  |  |  |                |                          |   |
| Implementation of Participation Strategies   | RSA (Natural Resource Agreement)               | Ongoing  | Ongoing        | TCAC, DELWP, DEDJTR      | Includes portfolio agencies of DELWP and DEDJTR.  |
| Establishment of the Taungurung Traditional Owner Land Management Board  | TOLMA Clause 2.1                               | None specified – Minister must use best endeavours                                 | February 2020  | DELWP                    | By determination published in the Government Gazette. A draft determination is set out in Schedule 2 of the TOLMA                 |
| 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) | April 2023     | TOLMB (DELWP)            |   |

Schedule 12 Implementation Plan (Clause 11)

| Key Milestones & Deliverables                                      | Agreement / reference                            | Agreed timeframes / preconditions                            | Estimated date | Responsibility (support) | Status & Notes                              |
|--|--|--|----------------|--------------------------|---|
| <b>NRM Procurement Strategy</b>                                    |  |  |                |                          |   |
| Establishment of pre-approval processes                            | Procurement Strategy<br>Clause 3:<br>Commitments | Within 12 months of the signing of the RSA                   | October 2019   | State agencies           |   |
| Appointment of agency lead for managing the procurement strategy   | Procurement Strategy<br>Clause 3:<br>Commitments | Within 12 months of the signing of the RSA                   | October 2019   | State agencies           |   |
| Establishment of a Right of First Refusal process                  | Procurement Strategy<br>Clause 3:<br>Commitments | Within 12 months of the signing of the RSA                   | October 2019   | Lead State agency        |   |
| <b>Review and evaluation</b>                                       |  |  |                |                          |   |
| Implementation review  | RSA<br>Clause 12.1                               | Within 18 months of the Effective Date.                      | November 2020  | TCAC, DJR, DELWP, DEDJTR |   |
| Initial outcomes review  | RSA<br>Clause 12.2                               | Within 5 years of the Effective Date or as otherwise agreed. | May 2024       | TCAC, DJR, DELWP, DEDJTR |   |
| Evaluation and baseline data gathering design and timelines agreed | N/A  | N/A  | November 2019  | DJR<br>TCAC              | Within 6 months of commencement of the RSA. |

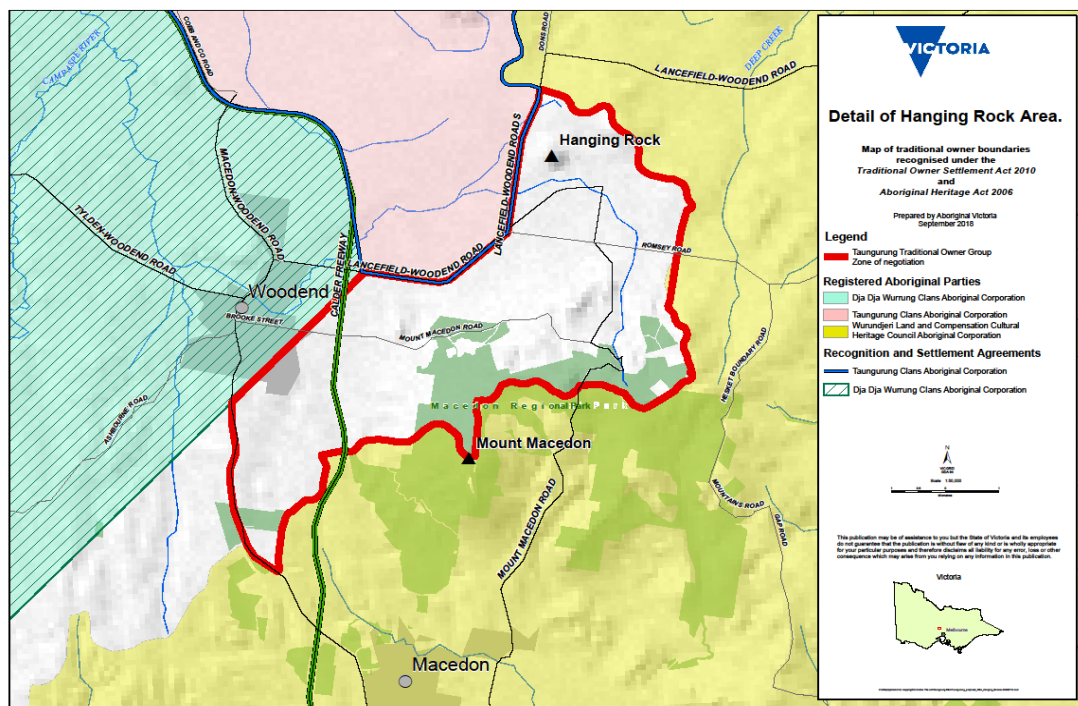
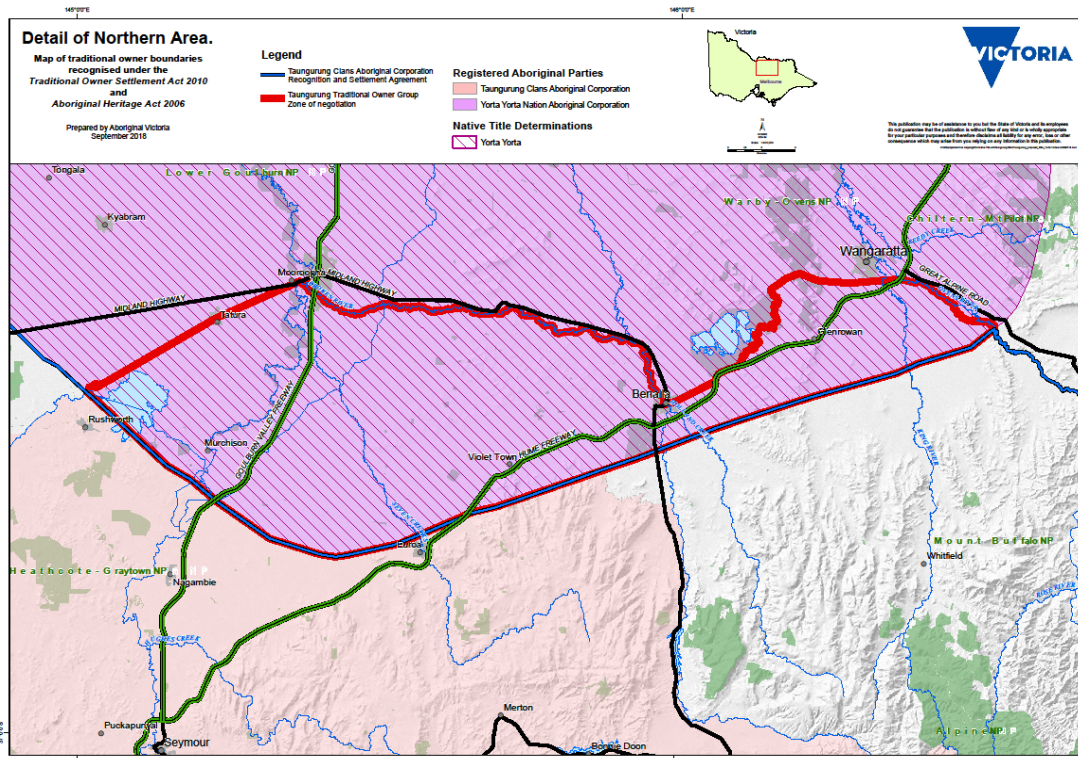


Recognition and Settlement Agreement

Schedule 12 Implementation Plan (Clause 11)

| Key Milestones & Deliverables  | Agreement / reference | Agreed timeframes / preconditions   | Estimated date | Responsibility (support)      | Status & Notes   |
|--|-----------------------|---|----------------|-------------------------------|--|
| First Principles Review of the template Land Use Activity Agreement and Natural Resource Agreement                   | RSA Clause 12.4       | To commence within four months of the execution of the Agreement, after terms of reference are agreed.                                    | February 2019  | TCAC, DJR, DELWP, DEDJTR, DTF | The parties are to agree the Terms of Reference for the First Principles Review. |
| A Protocol for the State identifying and referring to the Corporation surplus Public land within the Agreement area. | RSA Clause 12.5(a)    | Within 12 months of the Effective Date.   | May 2020       | DELWP                         |  |
| Assessment of the suitability of Reef Hills State Park for grant under Aboriginal title                              | RSA Clause 12.5(c)    | Subject to any agreed outcome reached by the Taungurung People and other Traditional Owner Groups in negotiation zone at RSA Schedule 13. | N/A            | TCAC<br>DELWP                 |  |

## Schedule 13 Negotiation Zones (Clause 12.5)



## **Schedule 14      Communications (Clause 18.1)**

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

| Name/Position   | Contact Details  |
|---|--|
| Assistant Director<br>Native Title Unit<br>Department of Justice & Regulation | Address: Department of Justice &<br>Regulation<br>Level 24, 121 Exhibition Street<br>Melbourne VIC 3000<br><br>Ph 03 8684-7523<br>Fax 03 8684-1044<br><br>Email <a href="mailto:nativetitle@justice.vic.gov.au">nativetitle@justice.vic.gov.au</a> |

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

| Name/Position  | Contact Details  |
|--|--|
| Chief Executive Officer<br>Taungurung Clans Aboriginal<br>Corporation (ICN 4191) | Address: Taungurung Clans Aboriginal<br>Corporation<br>37 High Street<br>Broadford Vic 3658<br><br>Phone: 03 5784 1433 |

**Schedule 15 Taungurung Ancestors (Clause 1.1)**

- (a) Tommy Bamfield
- (b) Lydia Beaton
- (c) Polly Wallambyne
- (d) Billy Hamilton
- (e) William Hamilton
- (f) Lilly Hamilton
- (g) Jessie Hamilton
- (h) John Franklin
- (i) Louisa Shepard
- (j) Elizabeth Hylett/Murchison
- (k) Doctor Billy

## **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.

## **Attachment 3      Traditional Owner Land Natural Resource Agreement**

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