



**SCHEDULE 10 – MANAGEMENT AGREEMENT FOR EXISTING  
CONSERVATION AREAS**

*Act 1984 (WA)* by the MG Corporation on behalf of the MG People, and the Department of Conservation and Land Management as a “nature reserve” for reserves 42155, 34585 and 31967 and as a “national park” for reserve 37883 in accordance with the *Conservation and Land Management Act 1984 (WA)* and this Agreement

long term. The State supports and encourages that aspiration through the development of management capabilities of the MG People and, the development of mechanisms consistent with these aspirations.

**THIS AGREEMENT WITNESSES**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Agreement, unless the contrary intention appears:

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*Management Plan* means the initial Management Plan created under the CALM Act and any revised or replacement Management Plan current from time to time in respect of the Land under clause 5.

*Management Sub-Plan* means that part of the Management Plan that pertains solely to the management of one Existing Conservation Area.

*MG Culture* means the living body of traditions, observances, customs, beliefs and cultural practices of the MG People, as evidenced by but not limited to:

- (a) the use of land and waters in accordance with the traditional laws acknowledged and traditional customs observed by the MG People; and
- (b) the native title rights and interests of the MG People in the Land.

*MG People* means:

- (c) ~~these Aboriginal persons who are common law holders under the MC#1~~

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*Regional Park Council* means the Regional Park Council comprised from time to time under clause 7.

*Referred Business* has the meaning in clauses 8(g)(iii), 10.1(b) and 10.2(d).

*Special Sub-council Decision* has the meaning in clause 11(a).

*Term* means the term of this Agreement specified in clause 2.1.

## 1.2 Interpretation

In this Agreement, unless the contrary intention appears -

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include the other genders;
- (c) references to persons include corporations;
- (d) references to a person include the legal personal representatives, successors and assigns of that person;
- (e) a reference to a statute, ordinance, code, or other law includes regulations, by-laws, rules and other statutory instruments under it for the time being in force and consolidations, amendments, re-enactments, or replacements of any of them (whether of the same or any other legislative authority having jurisdiction);
- (f) references to this Agreement include this Agreement or any other instrument as varied or replaced, and notwithstanding any change in the identity of the parties;
- (g) references to writing include any mode of representing or reproducing words in tangible and permanently visible form, and include e-mail and facsimile
- (h) an obligation of two or more persons binds them jointly and severally;
- (i) an obligation incurred in favour of two or more persons is enforceable by them

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- (q) no rule of construction applies to the disadvantage of a party on the basis that that party put forward this Agreement or any part of this Agreement;
- (r) a reference to any thing (including, without limitation, any amount) is a reference to the whole and each part of it, and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually; and
- (s) when the day or last day for doing an act is not a Business Day in the place where ~~that act is to be done then the day or last day for doing the act will be the next~~

following Business Day in the place where that act is to be done

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- (d) If a Party considers that the terms of this Agreement have been breached:
  - (i) the Party must give notice in writing to the other Parties setting out the details of the alleged breach; and
  - (ii) the Parties must use their best endeavours to resolve that dispute between themselves.
- (e) If the Parties fail to resolve the dispute within 21 days after the service of the notice under clause 3.2(d)(i) the Parties agree that the breach will not give a Party the right to terminate or rescind this Agreement, but subject to subclause (a) the Party may exercise any right or remedy otherwise available to it in respect of such breach.

**3.3 Severance**

If any provision of this Agreement is void, voidable by any Party, unenforceable or

(vii) employment, service provision and training opportunities for the MG People in the administration, management and control of the Land from time to time in accordance with Schedule 2 of this Agreement;

(viii) commercial opportunities for the MG People and the MG Corporation

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Council under this Agreement and the New Conservation Area Agreement shall be carried out concurrently.



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- (d) The MG Corporation may, on request from a Sub-council member or otherwise, call a Park Sub-council meeting by giving 21 days notice in writing to the

Executive Director.

- (e) The quorum for a Park Sub-council meeting will be one Sub-council Member from each of the Local Dawang and the CALM Representative.

- (f) Resolutions of the Park Sub-council meeting will be decided by the CALM

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(b) ~~The Executive Director shall:~~

- (i) provide annual reports to the Regional Park Council on the implementation and operation of the Management Plan;
- (ii) consult with the Regional Park Council in relation to any budgets for the implementation and ongoing operation of the Management Plan.
- (c) Until the initial Management Plan has been finalised the Regional Park Council must manage the Land in accordance with the CALM Act and the applicable provisions of this Agreement
- (d) The Management Plan shall be comprised of:
  - (i) each of the Management Sub-Plans developed by the Park Sub-councils; and
  - (ii) any other matter determined by the Regional Park Council to be relevant to the management of the Land as a whole.
- (e) In developing the Management Plan and undertaking any subsequent reviews the ~~Regional Park Council must~~

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- (c) The MG Corporation may, on request from a Dawang Representative Member or otherwise, call a Regional Park Council meeting by giving at least twenty-one (21)

- (d) The Executive Director may, on request from a CALM Representative or otherwise, call a Regional Park Council meeting by giving at least twenty-one (21) days notice in writing to the MG Corporation.

**12 Chairperson and Secretary**

- (a) The Regional Park Council shall elect a Chairperson and a Secretary from among

their number at the first meeting of the Regional Park Council and on each anniversary of that meeting. The Chairperson and Secretary are eligible for re-election.

- (b) The Chairperson shall be the Chairperson of all meetings at which he or she is present, but if he or she is not present or does not wish to chair the meeting the

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**10.2 Voting**

- (a) Decisions of the Regional Park Council must be made by those members in attendance at a meeting of the Regional Park Council voting on a motion.
- (b) The Regional Park Council will, as far as possible, require a motion to be supported by the consensus votes of all those members in attendance at the meeting of the Regional Park Council.

attendance at a meeting of the Regional Park Council, but:

- (i) two (2) CALM Representatives; and
- (ii) a majority of the Dawang Representative Members,

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- (v) the costs of Park Sub-council members attending meetings of the Park Sub-councils and meeting attendance fees for the Park Sub-council members

**11. SPECIAL SUB-COUNCIL DECISIONS**

- (a) The Regional Park Council may determine that some land management decisions particular to any part of the Land being managed by one or more of the Park Sub-Councils (“Special Sub-Council Decision”) may be:
  - (i) made by the consensus of the Dawang Representative Members from the affected Park Sub-Councils; or
  - (ii) where applicable, referred to the only affected Park Sub Council for

determination.

- (b) At the first meeting of the Regional Park Council following the making of a

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**12.2 MG Representatives**

- (a) If at any time a Sub-council Member temporarily cannot perform his or her responsibilities as a Sub-council Member, and/or where applicable, as a Dawang

Representative Member:

- (i) the MG Corporation must notify the Executive Director in writing as soon as practicable;
- (ii) the Alternate Member shall replace that Sub-council Member, and/or where applicable, the Dawang Representative Member,

- (iii) the Alternate Member shall be a Sub-council Member, and/or where applicable, a Dawang Representative Member, until the Executive Director

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Executive Director of the appointment of the Sub-Council Members, Alternate Members and Dawang Representative Members listed in Schedule [2] in

accordance with clause 6.3(c), is deemed to be satisfied.

4) A List of the CATM Representatives and corresponding CATM Decision for the





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**SCHEDULE 2**

**MG Conservation Lands Employment Principles**

The Executive Director and the MG Corporation agree to the pursuit of the following principles and objectives in relation to clause 4(a)(vii) of the Management Agreement.

- (a) The Parties to the Management Agreement agree that the Regional Park Council will develop, the Executive Director and the Department will implement and the State will appropriately resource, an Aboriginal Training and Employment Program for the purposes of skills development and training relevant to the administration, planning, management and control of the Land.
- (b) The Aboriginal Training and Employment Program will:
  - (i) provide appropriate skills development and training (both on the job training and a formal study component) for a range of positions required for the management of the Land encompassing low, medium, high and specialist skilled positions;
  - (ii) provide mentors for the training, pre-employment and employment phases of the Aboriginal Training and Employment Program; and
  - (iii) make provision for traditional obligations of the MG People in determining working conditions.
- (c) All Parties will use their best endeavours to ensure that the employment of MG Peoples in the management of the Land will:

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This Agreement was executed by the parties on the date first hereinbefore appearing.

Signed for and on behalf of the )  
STATE OF WESTERN AUSTRALIA )  
by )  
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THE COMMON SEAL of )  
THE CONSERVATION COMMISSION )  
was hereunto affixed by )  
in the presence of : )

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THE COMMON SEAL of )  
THE EXECUTIVE DIRECTOR of the )  
DEPARTMENT of CONSERVATION )  
AND LAND MANAGEMENT was )  
hereunto affixed by )  
in the presence of : )

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THE COMMON SEAL of )  
[MG Corporation] was )  
hereunto affixed by )  
in the presence of : )

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