

**SCHEDULE 8 – MANAGEMENT AGREEMENT FOR NEW CONSERVATION AREAS**

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THIS AGREEMENT: 1. 2. 3. 4. 5. 6. 7. 8. 9. 10.

BETWEEN

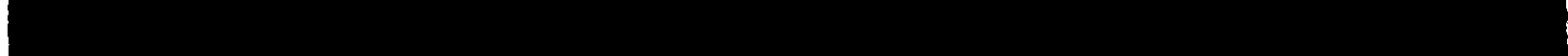
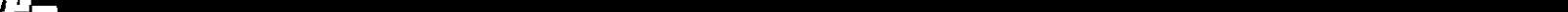
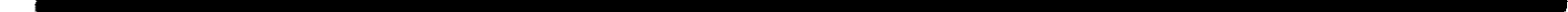
**THE STATE OF WESTERN AUSTRALIA (*State*)**

and

**THE CONSERVATION COMMISSION OF WESTERN AUSTRALIA (*Conservation Commission*)** a body corporate established under section 18 of the *Conservation and Land*

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I. Under section 33(1)(f) of the *Conservation and Land Management Act 1984* (WA), the ~~Practising Director may provide advice to, or undertake work for, or jointly with, and to~~





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(f) Packsaddle Swamp.

**Ord Final Agreement** means a deed entitled Ord Final Agreement entered into by the State of Western Australia, the Western Australian Land Authority, the Conservation Commission of Western Australia, the Miriuwung and Gajerrong #1 (Native Title Prescribed Body Corporate) Aboriginal Corporation, Dan Wood, Kim Alder, Frank

Chulung, Sheba Dignari, Maggie John, Chocolate Thomas, Danny Wallace, Carol Hapke, Nancy Dilyai, Pamela Simon, Jerry Moore and Paddy Carlton, Kimberley Land Council Aboriginal Corporation, Consolidated Pastoral Company Pty Ltd, Carlton Hill Pty Ltd, Crosswalk Pty Ltd, Baines River Cattle Co Pty Ltd, Ord River District Cooperative Ltd and JJ McDonald and Sons Engineering Pty Ltd on [].

**Park Sub-Council** has the meaning in clause 7.1

**Party** means a party to this Agreement and **Parties** means all of them.

**Referred Business** has the meaning in clauses 9(f)(iii), 11.1(b) and 11.2(d).

**Regional Pastoral Council** means the Regional Pastoral Council established from time to time

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(k) references to a person or body which has been reconstituted, amalgamated,

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**2.3 Relationship to the Lease**

(a) ~~The State, as Lessee of the Land, agrees that the Lease and the right to use and~~

occupy the Land and the other rights granted under it may be relied on by any party to this Agreement if and to the extent necessary to give effect to this Agreement and the Management Plan.

(b) The State, as lessee of the Land, agrees that the MG People have the right to go on to and use the Land for the purposes of MG Culture, in a manner not inconsistent with the Lease, Covenants, Encumbrances, this Management Agreement, the Management Plan and the CALM Act.

**3. TERM, TERMINATION & SEVERABILITY**

**3.1 Term**

(a) The Term of this Agreement is the period of one-hundred (100) years commencing

~~on the date of commencement of the Lease~~

(b) If the Lease is renewed, this Agreement shall be automatically renewed for a further period of one-hundred (100) years commencing immediately after the expiry of the initial Term of one-hundred (100) years.

**3.4 Review**

The Parties agree that within 10 years of execution of this Agreement, and every 10 years thereafter, the Parties must undertake a review of its terms for the purposes of

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- (v) construction of public conveniences and other public facilities;
- (vi) weed and feral animal control; and
- (vii) restriction or prohibition of access for protection of culturally significant

sites, or for safety, cultural or conservation purposes.

**5. CALM REGULATIONS**

- (a) Subject to clause 5(b), the CALM Regulations apply to the Land.
- (b) The Executive Director shall not grant leases of land, licences for use of land or



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**7.4 CALM Representatives on Park Sub-Councils**

- (a) The Executive Director must nominate one (1) CALM officer ("CALM Representative") and one (1) CALM proxy representative for each CALM

same person as the CALM Representative or CALM Proxy for more than one Park Sub-Council.

- (b) The Executive Director must notify the MG Corporation, in writing, of the nominations in clause 7.4(a) as soon as practicable.

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(j) to make decisions consistent with the Management Plan:

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10. MEETINGS OF THE REGIONAL PARK COUNCIL

10.1 Convening meetings

- (a) The Executive Director must convene the first meeting of the Regional Park Council within forty-five days of the execution of this Agreement.
- (b) The Regional Park Council must meet to attend to its business as often as it considers necessary, but at least once every four (4) months.
- (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) days notice in writing to the Executive Director.
- (d) The Executive Director may, on request from a GAIM Representative Member or otherwise, call a Regional Park Council meeting by giving at least twenty-one (21) days notice in writing to the Executive Director.

- (b) If a quorum is not satisfied at two (2) consecutive meetings of the Regional Park Council, the business which was proposed to be discussed at the meetings for which the quorum was not satisfied ("*Deferred Business*") may be referred to the

Minister for Environment by either of the MG Corporation or the Executive Director and clause 11 2(e) applies.

#### 11.2 Voting

- (a) Decisions of the Regional Park Council must be made by those members in

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- (v) the costs of Regional Park Council members attending meetings of the Regional Park Council and meeting attendance fees for the Regional Park Council members as determined by the Minister for Environment; and
- (vi) the costs of Park Sub-council members attending meetings of the Park Sub-councils and meeting attendance fees for the Park Sub-council members

**12. 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 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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- (c) If at any time a CALM Proxy cannot perform his or her responsibilities as a CALM Proxy or vacates their position, the Executive Director may nominate a CALM Proxy to replace a current CALM Proxy and the Executive Director must advise the MG Corporation in writing of the nomination.

**13.2 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~~

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(a) If at the commencement of this Agreement, the land is owned by a person who is not a member of the Council, the Council shall have the right to purchase the land at a price to be determined by the Council.

*Council has been advised and*

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(iv) the Conservation Commission shall be addressed to:

Facsimile No:

(d) Any of the Parties may change their respective addresses in clause 15(c) by giving notice in writing by registered post to all other parties.

**16. NO PARTNERSHIP ETC**

Nothing in this Agreement shall be taken to constitute a partnership, agency, joint venture or any other form of legal relationship between the Parties by which any Party may bind any other Party or Parties to contracts, agreements, deeds or any other document creating binding legal obligations. Without limiting the foregoing, Parties

may enter into any employment contract or contract for the provision of works, materials or services on or in respect of the Land purporting to bind any other Party or Parties.

**17. GOVERNING LAW**

This Agreement is governed by the law in force in the State of Western Australia and the Parties agree to submit to the non-exclusive jurisdiction of the Courts of Western Australia and the appeal Courts from those Courts.



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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

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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 )  
)

\_\_\_\_\_

THE COMMON SEAL of )  
THE CONSERVATION COMMISSION )  
was hereunto affixed by )  
in the presence of : )

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_