

**JOINT MANAGEMENT AGREEMENT**

**made on the 7<sup>th</sup> day of October 2016**

**BETWEEN:**

**YAWURU NATIVE TITLE HOLDERS ABORIGINAL  
CORPORATION RNTBC**

**and**

**THE CHIEF EXECUTIVE OFFICER OF THE DEPARTMENT OF  
PARKS AND WILDLIFE**



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## Parties

Parties set out in Schedule 1

The Parties agree as follows:

### 1 DEFINITIONS

In this document unless expressed or implied to the contrary:

Words and expressions defined in the Conservation and Land Management Act, including **CEO**, **Management Plan** and **Marine Park**, have the same meaning when used in this Agreement.

**Agreement** means this joint management agreement as may be varied or replaced from time to time by consent in writing by all of the Parties.

**Alternate Member** means a person who is nominated by the Yawuru PBC to be a standing replacement for any of its Representative Members who are otherwise unable to attend a meeting of the Joint Management Body.

**Business Day** means Monday to Friday excluding public holidays in Western Australia.

**CALM Act** means the *Conservation and Land Management Act 1984 (WA)*.

**CALM Regulations** means the regulations made under Part X of the CALM Act.

**CEO** means the Conservation and Land Management Executive Body.

**Chairperson** means a Representative Member elected to be Chairperson under clause 7.3.

**Commencement Date** means the date on which this Agreement is executed by the Parties.

**Commission** means the Conservation and Parks Commission, a body corporate established under section 18 of the *Conservation and Land Management Act (1984) (WA)*.

**Department** has the same meaning as in the CALM Act.

**Determination** has the same meaning as in the Yawuru Marine Park ILUA.

**ILUA Register** means the Register of Indigenous Land Use Agreements established under section 199A of the *Native Title Act 1993* (Cth).

**Management Plan** means the inaugural Yawuru Nagulagun / Roebuck Bay Marine Park Management Plan created in accordance with Part V Division 1 of the CALM Act and any revised or replacement Management Plan current from time to time in respect of the Marine Park.

**Marine Park** means the Yawuru Nagulagun / Roebuck Bay Marine Park described in clause 2.1 of the Yawuru Marine Park ILUA.

**Joint Management Body** means the Joint Management Body established in accordance with this Agreement.

**Party** means a party to this Agreement and **Parties** means all or some of them as identified in particular clauses.

**Referred Business** means those items of business that have been referred to the CEO of the Yawuru PBC and the CEO of the Department, or the Minister as the case may be, pursuant to clauses 8.4 and/or 8.5 of this Agreement and dealt with in accordance with clause 8.6 and/or 8.7 of this Agreement.

**Registration Date** means the date on which the Yawuru Marine Park ILUA is entered on the ILUA Register.

**Representative Member** means an employee or officer of the Department or a person appointed by the Yawuru PBC who has been nominated as a member of the Joint Management Body to represent their respective entities and authorised to vote on matters and make decisions relevant to the management of the Marine Park.

**Term** means the term of this Agreement specified in clause 13.2.

**Yawuru Marine Park ILUA** means the Indigenous Land Use Agreement entered into by the Yawuru PBC, State of Western Australia, the Minister for Lands, the Minister for Environment, the Conservation and Parks Commission and the CEO, for the creation and joint management of a Marine Park in Yawuru country which is to be entered on the ILUA Register.

**Yawuru Cultural Management Plan** means the cultural management plan prepared by the Yawuru PBC and published in August 2011.

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

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

**Yawuru People** means those Aboriginal persons who are the holders of native title rights and interests under the Determination.

**Yawuru PBC** means the Yawuru Native Title Holders Aboriginal Corporation RNTBC.

## 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 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 or any other instrument include this Agreement or 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 transmissions;
- (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 jointly and severally;
- (j) if a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (k) references to a person or body which has been reconstituted, amalgamated, reconstructed or merged, or which has ceased to exist and the functions of which have become exercisable by any other person or body in its place, are deemed to refer to the person or body as so reconstituted, amalgamated, reconstructed or merged, or the person or body by which its functions have become exercisable;
- (l) references to this Agreement include its recitals, schedules and annexures (if any);
- (m) headings are inserted for ease of reference only and are to be ignored in construing this Agreement;
- (n) references to time are to local time in Perth, Western Australia;
- (o) where time is to be reckoned from a day or event, that day or the day of that event is to be excluded;
- (p) references to currency are to Australian currency unless stated otherwise;

- (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.

### **3 FORCE AND EFFECT OF THIS AGREEMENT**

This Agreement has force and effect in respect to the Marine Park from the Commencement Date.

### **4 JOINT MANAGEMENT OF THE MARINE PARK**

The Marine Park shall be jointly managed by the Yawuru PBC and the CEO through the Joint Management Body for the purposes of conservation, recreation and traditional and customary Aboriginal use and in accordance with the CALM Act, the Management Plan, the Yawuru Cultural Management Plan and this Agreement, for the following objectives:

- (a) the preservation and promotion of the aboriginal cultural and heritage values of the Marine Park;
- (b) the preservation and promotion of the natural environmental values of the Marine Park, including indigenous flora and fauna;
- (c) the preservation and promotion of the archaeological values of the Marine Park;
- (d) the provision of recreational facilities and facilitation of recreational activities in the Marine Park;
- (e) the regulation of public access to the Marine Park to fulfil so much of the demand for recreation by members of the public as is fitting having regard to the matters set out in paragraphs 4(a),(b) and (c);
- (f) access to and occupation and use of the Marine Park by the Yawuru People for purposes consistent with Yawuru Culture and tradition and to preserve and sustain the native title rights and interests recognised in the Determination;
- (g) employment, service provision and training opportunities for the Yawuru People in the administration, management and control of the Marine Park;
- (h) commercial and economic opportunities being made available to the Yawuru People and the Yawuru PBC in preference to any other applicants, subject to such activities being consistent with the management of the Marine Park;



- (i) the implementation, monitoring, assessment and audit of the effectiveness of the Management Plan; and
- (j) the provision, construction, repair, maintenance and replacement of buildings and infrastructure in the Marine Park for any of the foregoing purposes.

## **5 ESTABLISHMENT OF JOINT MANAGEMENT BODY**

- (a) A Joint Management Body is established for the purposes of section 56A of the Conservation and Land Management Act.
- (b) The Joint Management Body comprises six (6) Representative Members, nominated in accordance with clause 7.1.

## **6 ROLE OF THE JOINT MANAGEMENT BODY**

- (a) The Joint Management Body's role shall be:
  - (i) to make management decisions consistent with the CALM Act, Management Plan, Yawuru Cultural Management Plan and this Agreement, including the allocation of State Government funding for joint management activities undertaken in, or in support of, the management of the Marine Park;
  - (ii) to assist in the preparation of policies, programs and other such management instruments specific to the management of the Marine Park;
  - (iii) to strategically monitor the management of the Marine Park including the implementation of the Management Plans, but not to undertake day to day management of the Marine Park;
  - (iv) to give advice to the CEO, the Commission and the Yawuru PBC (as appropriate) on all aspects of the use, management and development of the Marine Park;
  - (v) to determine priorities for any matters required to be done in accordance with or in furtherance of the Management Plans; and
  - (vi) to provide advice on any proposed new management plan, or any proposed amendments to the Management Plan for the Marine Park
- (b) For the purposes of sections 33(1), 33(3) and 33(6) of the Conservation and Land Management Act, the CEO shall take into account any advice given by the Joint Management Body and shall not unreasonably fail to give effect to a management decision of the Joint Management Body unless that decision is inconsistent with the CALM Act, the *Wildlife Conservation Act 1950* (WA), any regulations made under those Acts or the Management Plan.
- (c) The CEO shall not grant leases, licences or permits under the CALM Act or CALM Regulations unless the Yawuru PBC provides its written consent to any such grant.

- (d) The CEO agrees to waive any fees that would otherwise be payable by members of the Yawuru People in accordance with Regulation 104 of the CALM Regulations only if the CEO is advised to do so by the Joint Management Body upon receipt by the Joint Management Body of a written recommendation by the Yawuru PBC.

## **7 MEMBERSHIP OF THE JOINT MANAGEMENT BODY**

### **7.1 Composition of the Joint Management Body**

The Joint Management Body is to be comprised of:

- (a) Three (3) Yawuru Representative Members; and
- (b) Three (3) Department Representative Members.

### **7.2 Representative Member appointment**

- (a) Three (3) Yawuru Representative Members will be appointed from time to time by the Yawuru PBC to be members of the Joint Management Body and the Yawuru PBC will advise the CEO in writing of the appointments. A Yawuru person who is an employee or contractor of the Department is ineligible to be a Yawuru Representative Member.
- (b) Three (3) Department Representative Members will be nominated from time to time by the CEO to be members of the Joint Management Body and the CEO will advise the Yawuru PBC in writing of the nominations. The Department Representative Members, shall include at least one, and where possible all three, who are employees of the Department involved in the day to day management of the Marine Park.

### **7.3 Alternate Representative Members**

- (a) The Yawuru PBC and the CEO may each nominate up to three persons to be Alternate Members of the Joint Management Body.
- (b) Upon receiving notice of a meeting, if a Representative Member nominated by the Yawuru PBC is temporarily unable to attend the meeting by reason of sickness, absence or incapacity he shall, as soon as possible after he becomes aware of that fact, inform the Chairperson and the Chairperson shall, as soon as possible, inform the CEO:
  - a. of the Representative Member's inability to attend the meeting; and
  - b. which Alternate Member nominated by the Yawuru PBC will attend the meeting.
- (c) Upon receiving notice of a meeting, if a Representative Member nominated by the CEO is temporarily unable to attend the meeting by reason of sickness, absence or incapacity he shall, as soon as possible after he becomes aware of that fact, inform the CEO and the CEO shall, as soon as possible, inform the Chairperson:

- a. of the Representative Member's inability to attend the meeting; and
  - b. which Alternate Member nominated by the CEO will attend the meeting.
- (d) When acting in the place of the absent Representative Member, the Alternate Member has the rights and responsibilities of the absent Representative Member and any reference to the Representative Member in this Agreement includes an Alternate Member acting in the position of a Representative Member, including the obligations under this clause 7.3.

#### **7.4 Availability and Authority of Representative Members**

- (a) The Yawuru PBC must ensure that the Yawuru Representative Members and Yawuru Alternate Members:
  - (i) make themselves available to participate and carry out their functions in the Joint Management Body; and
  - (ii) are authorised to carry out their functions and to make decisions as required and in accordance with this Agreement.
- (b) The CEO must ensure that Department Representative Members and Department Alternate Members:
  - (i) are available to participate carry out their functions in the Joint Management Body; and
  - (ii) are authorised to carry out their functions and make decisions as required and in accordance with this Agreement.

#### **7.5 Term of appointment**

- (a) Membership of the Joint Management Body is for a period of three (3) years for each of the Yawuru and Department Representative and Alternate Members (or the balance of the relevant 3 year period in the case of a person filling a vacancy).
- (b) Representative Members and Alternate Members are eligible to apply to their respective responsible entity for re-appointment for unlimited subsequent terms.

#### **7.6 Invitation to attend a meeting of the Joint Management Body**

- (a) The Joint Management Body may invite an organisation or individual to attend a Joint Management Body meeting to provide advice on any issue the Joint Management Body deems necessary.
- (b) The Joint Management Body has absolute discretion to determine at which meetings, or part of a meeting an invitee shall be present.
- (c) Invitees do not have a right to vote at a Joint Management Body meeting.

## **8 CONDUCT OF MEETINGS**

### **8.1 Convening meetings**

- (a) The CEO must convene the first meeting of the Joint Management Body within 45 days of the Commencement Date.
- (b) The Joint Management Body must meet to attend to its business as often as it considers necessary, but at least once every three (3) months.
- (c) The Chairperson of the Joint Management Body may, on request from a Yawuru Representative Member or otherwise, call a Joint Management Body meeting by giving at least 21 days' notice in writing to the CEO.
- (d) The CEO may, on request from a Department Representative or otherwise, call a Joint Management Body meeting by giving at least 21 days' notice in writing to the Chairperson of the Joint Management Body and the Yawuru PBC.

### **8.2 Chairperson**

- (a) The Joint Management Body shall elect a Chairperson from among their number at the first meeting of the Joint Management Body and on each anniversary of that meeting. The Chairperson must be one of the Yawuru Representative Members.
- (b) The Chairperson is eligible for re-election each anniversary.
- (c) 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 members present at the meeting of the Joint Management Body may elect another Representative Member to chair the meeting.

### **8.3 Administrative Responsibility and Reporting**

- (a) The Department shall provide all administrative and secretarial support for the Joint Management Body.
- (b) The Department shall be responsible for convening all meetings of the Joint Management Body, including preparing and circulating meeting notices, agendas and papers, and shall keep proper minutes of all meetings of the Joint Management Body.
- (c) Draft agendas will be provided to the Yawuru PBC for input prior to finalisation and circulation.
- (d) The CEO shall:
  - (i) provide annual reports to the Yawuru PBC and the Joint Management Body on the implementation and operation of the Management Plans for the Marine Park; and

- (ii) consult with the Yawuru PBC and the Joint Management Body in relation to any budgets for the implementation and ongoing operation of the Management Plan for the Marine Park.

#### **8.4 Quorum**

The quorum for a meeting of the Joint Management Body shall be:

- (a) Two (2) Yawuru Representative Members and two (2) Department Representative Members.
- (b) If a quorum is not satisfied at two (2) consecutive meetings of the Joint Management Body, the business which was proposed to be discussed at the meetings for which the quorum was not satisfied will be deemed to be Referred Business.

#### **8.5 Voting**

- (a) Decisions of the Joint Management Body must be made by those Representative Members in attendance at a meeting of the Joint Management Body.
- (b) The Joint Management Body will, as far as possible, require a motion to be supported by the consensus of those Representative Members in attendance at the meeting of the Joint Management Body.
- (c) If a motion is not supported by the consensus of all those Representative Members in attendance at a meeting of the Joint Management Body, decisions shall be made by a majority of each of the Representative Members nominated by the Yawuru PBC present at the meeting and a majority of each of the Representative Members nominated by the CEO present at the meeting.
- (d) If the same motion is not passed at three (3) consecutive meetings of the Joint Management Body then the matter which is the subject of that motion becomes Referred Business, to be dealt with in accordance with clause 8.6.

#### **8.6 Referred Business to CEO of the Yawuru PBC and the CEO of the Department**

- (a) Within 5 Business Days of Referred Business arising, the Chairperson shall give notice of the Referred Business to the CEO of the Yawuru PBC and the CEO of the Department, setting out the details of that Referred Business.
- (b) Upon receiving notice of Referred Business under paragraph (a), the CEO of the Yawuru PBC and the CEO of the Department shall, within 20 Business Days of the date of that notice:
  - (i) decide the Referred Business;
  - (ii) remit the Referred Business to the Joint Management Body to decide; or

(iii) refer the Referred Business to the Minister to be dealt with in accordance with clause 8.7.

- (c) When deciding Referred Business under subparagraph (b)(i), the CEO of the Yawuru PBC and the CEO of the Department may consult with any person.
- (d) A determination of the Referred Business by the CEO of the Yawuru PBC and the CEO of the Department under subparagraph (b)(i) shall be deemed to be a determination of the Joint Management Body.
- (e) If the CEO of the Yawuru PBC and the CEO of the Department are unable to agree what course of action to take under paragraph (b), they shall refer the Referred Business to the Minister to be dealt with in accordance with clause 8.7.

#### **8.7 Referred Business to the Minister**

- (a) If the matter becomes Referred Business pursuant to subparagraph 8.6(b)(iii) or 8.6(e), the Minister shall consult with the CEO of the Yawuru PBC and the CEO of the Department regarding how the Referred Business ought to be determined and do one or both of the following:
  - (i) decide as to how the Referred Business is to be determined; or
  - (ii) decide the Referred Business.
- (b) A determination of the Referred Business by the Minister under this clause 8.7 shall be deemed to be a decision of the Joint Management Body.

### **9 PROCEDURE AT MEETINGS**

The Joint Management Body may adopt such rules and procedures from time to time as it considers necessary to enable it to carry out its functions under and in accordance with the provisions of this Agreement.

### **10 SUB-COMMITTEES**

The Joint Management Body may appoint sub-committees (comprising Joint Management Body members and other persons) to investigate, consider, and advise or recommend such matters to the Joint Management Body as it thinks fit.

## **11 GST**

### **11.1 General**

Any reference in this clause 11 to a term defined or used in the GST Act is, unless the contrary intention appears, a reference to that term as defined or used in the GST Act.

### **11.2 Amounts exclusive of GST**

Unless otherwise expressly provided to the contrary, all amounts fixed or determined under or referred to in this Agreement are exclusive of GST.

### **11.3 GST payable**

- (a) If GST is or becomes payable by a Supplier in relation to any supply that it makes under, in connection with or resulting from this Agreement, the Parties agree that, in addition to any consideration provided by a Party (Recipient) for a supply from another Party (Supplier), the Recipient must pay to the Supplier the amount of any GST for which the Supplier is liable in relation to that supply (additional amount).
- (b) The obligation to pay the additional amount only arises once the Supplier has issued a tax invoice (or an adjustment note) to the Recipient in respect of the additional amount.
- (c) If a Recipient is required under this Agreement to reimburse or pay to a Supplier an amount calculated by reference to a cost, expense or an amount paid or incurred by that Supplier, the amount of the reimbursement or payment will be reduced by the amount of any input tax credits to which the Supplier is entitled in respect of any acquisition relating to that cost, expense or other amount.

## **12 GENERAL**

### **12.1 Intellectual Property**

- (a) No change of ownership which may exist in any Yawuru intellectual property in cultural or heritage information will occur by its being made available to the Joint Management Body or the Department; and
- (b) Copyright in the Yawuru Cultural Management Plans will be owned by the Yawuru PBC as the employer of their authors.

### **12.2 Term**

The term of this Agreement is 99 years from the date of execution of this Agreement unless terminated earlier in accordance with clause 12.5.

### **12.3 Review**

- (a) The Parties shall review this Agreement, including assessing its operation and implementation, in the following circumstances, whichever is the sooner:
  - (i) a substitute management plan for the Management Plan is being prepared for the purposes of Part II Division 3 of the Conservation and Land Management Act; or
  - (ii) they agree that a review is necessary.
- (b) A review under paragraph (a) shall be commenced within 3 months of the circumstances in subparagraphs (i) or (ii) occurring.

### **12.4 Amendment**

This Agreement may only be varied or replaced by the agreement of the Parties, evidenced by a document duly executed by the Parties.

### **12.5 Termination**

This Agreement may be terminated by the agreement of the Parties in writing.

### **12.6 Breach**

- (a) If a Party considers that the terms of this Agreement have been breached by another Party:
  - (i) the aggrieved Party must give notice in writing to the other Party considered to be in breach setting out the details of the alleged breach;
  - (ii) the Parties must use their reasonable endeavours to resolve the dispute.
- (b) If the Parties fail to resolve a dispute within 21 days after the service of a notice under clause 12.6(a)(i), the Parties agree that the breach will not give a Party the right to terminate or rescind this Agreement, but subject to clause 12.6(a)(ii) the dispute will be treated as Referred Business under clause 8.7.

### **12.7 Indemnity**

- (a) By the State:

The State agrees to indemnify and keep indemnified the Yawuru PBC against all proceedings, actions, suits, claims, demands, costs and losses ("Losses") suffered or incurred by the Yawuru PBC to the extent such Losses are incurred by the Yawuru PBC or any of its members, employees, agents or contractors, as a result of the negligent or other tortious act or omission of the State, the CEO or any of their officers, employees, agents, or contractors in the purported exercise of its or their rights or obligations under this Management Agreement or the Management Plan.



- (b) By the Yawuru PBC:

The Yawuru PBC agrees to indemnify and keep indemnified the State against all proceedings, actions, suits, claims, demands, costs and losses ("Losses") suffered or incurred by the State to the extent such Losses are incurred by the State or any of their employees, agents or contractors, as a result of the negligent or other tortious act or omission of the Yawuru PBC or any of its members, officers, employees, agents, or contractors in the purported exercise of its or their rights or obligations under this Management Agreement or the Management Plan.

#### **12.8 Further Assurance**

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Agreement.

#### **12.9 Stamp Duty**

If any transaction entered into pursuant to this Agreement attracts a stamp duty liability, the State must pay all stamp duty (including all fines and penalties except those arising from the default of another party) in respect of any transactions contemplated under this Agreement or otherwise arising out of, or incidental to, this document.

#### **12.10 Waiver and Exercise of Rights**

- (a) A single or partial exercise or waiver of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right.
- (b) No Party will be liable for any loss or expenses incurred by another Party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

#### **12.11 Assignment**

- (a) A Party must not:
- (i) sell, transfer, assign, license; or
  - (ii) mortgage, charge or otherwise encumber,
- any right under this Agreement to any person (Proposed Assignee), or permit a Proposed Assignee to assume any obligation under this Agreement without the prior written consent of the other Party (Other Party) to this Agreement.
- (b) The Other Party must not unreasonably withhold consent under this clause.
- (c) The assigning party must pay all fees and expenses (including legal fees on a solicitor/own client basis) incurred by the Other Party in connection with the proposed assignment and the investigation of the Proposed Assignee, whether or not consent is granted.
- (d) The assigning party must deliver to the Other Party:
- (i) the name, address and occupation of the Proposed Assignee;

- (ii) two (2) written references as to financial circumstances of the Proposed Assignee acceptable to the Other Party;
- (iii) an agreement in a form approved by the Other Party, executed by the Proposed Assignee, in which the Proposed Assignee agrees to perform the obligations of the assigning party under this Agreement; and
- (iv) if required by the Other Party, a guarantee in a form approved by the Other Party executed by persons approved by the Other Party, guaranteeing the performance of the Proposed Assignee's obligations.

#### **12.12 No Relationship**

No Party to this Agreement has the power to obligate or bind any other Party. Nothing in this Agreement will be construed or deemed to constitute a partnership, joint venture or employee, employer or representative relationship between any of the Parties. Nothing in this Agreement will be deemed to authorise or empower any of the Parties to act as agent for or with any other Party.

#### **12.13 Rule of Construction**

In the interpretation of this Agreement, no rule of construction applies to the disadvantage of the Party preparing the document on the basis that it prepared or put forward this document or any part of it.

### **13 NOTICES**

#### **13.1 Service of Notice**

A notice or other communication required or permitted under this Agreement to be served on a Party must be in writing and may be served:

- (a) Personally on the Party;
- (b) By leaving it at the Party's current address for service;
- (c) By posting it by prepaid post addressed to that Party at the Party's current address for service; or
- (d) By facsimile to the Party's current number for service.

#### **13.2 Particulars for Service**

- (a) The particulars for service of each Party are set out in Schedule 1.
- (b) Any Party may change the address, or facsimile number for service by giving notice to the other Party
- (c) If the Party to be served is a company, the notice or other communication may be served on it at the company's registered office.

#### **13.3 Time of Service**

A notice or other communication is deemed served:

- (a) If served personally or left at the Party's address, then subject to paragraph (d), on that day;
- (b) If posted within Australia to an Australian address, ten (10) Business Days after posting and in any other case, twenty (20) Business Days after posting;
- (c) If served by facsimile, subject to clause 13.1(d), at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile;
- (d) If received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

## **14 GOVERNING LAW**

This Agreement is governed by and is to be construed in accordance with the laws of Western Australia. Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia and waives any right to object to proceedings being brought in those courts.

## **15 COUNTERPARTS**

This Agreement may be executed in any number of counterparts all of which taken together constitute one instrument.

## **16 ACTS BY STATE- NO FETTER UPON DISCRETION**

Nothing in this Agreement can fetter or control the exercise by any person of a statutory power or discretion otherwise than in accordance with the statute.

## **17 CHIEF EXECUTIVE OFFICER OBLIGATIONS MAY BE PERFORMED BY OTHER OFFICERS**

Any reference to the CEO in this Agreement includes a reference to the CEO acting through the agency of a Departmental officer.




## 18 EXECUTION

Executed by the Parties as an agreement.

Executed by the **CONSERVATION AND** )  
**LAND MANAGEMENT EXECUTIVE BODY** )  
By the Chief Executive Officer in accordance with )  
section 36 of the *Conservation and Land* )  
*Management Act 1984* in the presence of )

James Ross Sharp  
Chief Executive Officer (Print full name)

  
Chief Executive Officer (Signature)

  
Witness (Signature)

4/10/16  
Date

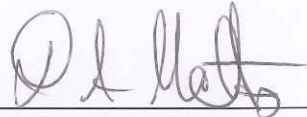
Jane O'Neil  
Witness (Print full name)

17 Dick Perry Ave Kensington WA 6151  
Witness (Address)

Public servant  
Witness (Occupation)



**EXECUTED** in accordance with ss99-95 of the )  
Corporations (Aboriginal and Torres Strait )  
Islander) Act 2006 (Cth) on behalf of )  
**YAWURU NATIVE TITLE HOLDERS** )  
**ABORIGINAL CORPORATION RNTBC** )



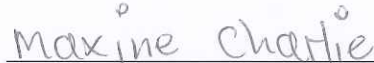
Director (Signature)



Director/Secretary (Signature)



Director (Print full name)



Director/Secretary (Print full name)



Witness (Signature)



Witness (Signature)



Witness (Print full name)



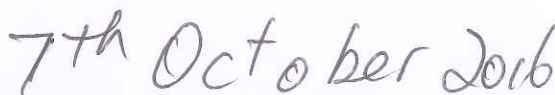
Witness (Print full name)



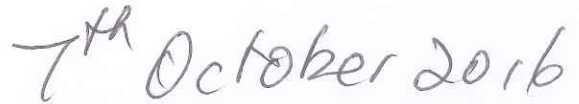
Address of witness



Address of witness



Date



Date





## Schedule 1

### Party Details

Name	The Chief Executive Officer of the Department of Parks and Wildlife, acting through The Executive Body of Conservation and Land Management, a body corporate established under section 36 of the Conservation and Land Management Act.
Address	c/o Department of Parks and Wildlife, 17 Dick Perry Avenue, Technology Park, Western Precinct, Kensington, Western Australia
Facsimile	9219 9961
Email	<a href="mailto:jim.sharp@dpaw.wa.gov.au">jim.sharp@dpaw.wa.gov.au</a>
Contact	Jim Sharp
Short name	CEO

Name	Yawuru Native Title Holders Aboriginal Corporation RNTBC
Address	PO Box 425, Broome WA 6725
Facsimile	(08) 9192 9610
Email	<a href="mailto:julie.melbourne@yawuru.org.au">julie.melbourne@yawuru.org.au</a>
Contact	Julie Melbourne
Short name	Yawuru PBC