

MEMORANDUM OF UNDERSTANDING

between

XXXX

And

The XXXX People

Sample Only

MEMORANDUM OF UNDERSTANDING

between

XXXXX

and

The XXXX People

- i. XXXX is the named lessee for XXXX on XXXX known as 'XXXXXX Station'.
- ii. The XXXXX People are the Traditional Owners, according to Aboriginal traditional law and customs, of an area that includes XXXXX Station. The XXXXX People have lodged a native title determination application (Q/) over their traditional country, including XXXXX Station.
- iii. The XXXXX People and the Lessee believe that it is important to understand and respect each other's rights and wish to do this by building better relationships through the operation of this MoU.
- iv. This MoU forms part of the native title mediation process between XXXXX People and the Lessee as a respondent party to the Native Title Determination Application.
- v. The parties acknowledge that this MOU is not a legally binding contract and that both parties reserve their right to withdraw from this MoU at any time in the future.
- vi. This MoU applies only to that area known as XXXXX Station.

1. OBJECTIVE

- 1.1 The XXXXX People seek an understanding with the Lessee about how their continued practice of traditional laws and customs can exist without affecting the rights of the Lessee.
- 1.2 The Parties agree to proceed with, in the first instance, this MoU and that this MoU will act as a guide as to how their respective rights can co-exist.
- 1.3 The Lessee acknowledges that the XXXXX People have a special relationship to, and traditional connection with, XXXXX Station
- 1.4 The XXXXX People acknowledge that the Lessee has a right to operate his Pastoral Lease and exercise his rights and interests granted to him under that lease.
- 1.5 The parties agree to follow the terms of this MOU with a view to:
 - establishing a positive ongoing relationship; and
 - determining how the interests of each party might best be met in the long term

2. WAYS OF RELATING

- 2.1 The XXXXX People and the Lessees agree to continue to treat each other with respect, honesty and courtesy and to use 'common sense' practises in their dealings with each other.
- 2.2 The XXXXX People agree to nominate four people as the primary point of contact for the Lessee. This group shall be known as the "XXXXXX Pastoral Contact Group".
- 2.3 The Lessee has nominated himself as the first point of contact for all dealings regarding XXXXX Station. In the event that the Lessee is not available, he will provide the XXXXX Pastoral Contact Group with the name and contact details of his replacement.
- 2.4 The parties agree that all contact between the Lessee and XXXXX People will be through these nominated people.

3. USE and ACCESS

Notification

- 3.1 The Parties agree that access to XXXXX Station by the XXXXX People will be for traditional purposes and will be subject to prior arrangement between the Parties.
- 3.2 The Parties agree that a minimum of five days notice should be given by the XXXXX People before accessing XXXXX Station.
- 3.3 The XXXXX People will provide to the Lessee, details of the general purpose of the visit, areas to be visited (subject to cultural sensitivity), length of stay, camping areas (if applicable), number of visitors, and any other reasonably relevant information requested by the Lessee.
- 3.4 The Parties agree that a minimum of one member of the XXXXX Pastoral Contact Group will be in attendance for any visits to XXXXX Station by the XXXXX People. If a member of the XXXXX Pastoral Contact Group is not available, a nominated contact person will be arranged between the Parties. This person shall be responsible for the trip and will ensure that the MoU guidelines are adhered to.

Exclusion Zones / Privacy

- 3.5 The Parties agree to respect each others' privacy at all times.
- 3.6 The XXXXX People agree not to visit the Lessee's Homestead outside of daylight hours (9am to 5pm) unless for emergency purposes or by invitation from the Lessee.
- 3.7 The Lessee agrees not to visit XXXXX campsites outside of daylight hours unless for emergency purposes or by invitation from the XXXXX People.

Camping

- 3.8 The Parties agree that all XXXXX campsites will be constructed to ensure safety and to prevent damage to pasture, livestock and improvements. The Parties agree to enter into discussions about designated camping areas on XXXXX Station. The Traditional Owners agree not to camp near bores and/or dams or any other infrastructure that may affect the operation of the Lessee's pastoral business.

Fires

- 3.9 The Parties agree that the use of fire by the XXXXX People on XXXXX Station will be for camping purposes only. All proposed campsites where campfires will be used will be cleared prior to use so as to avoid risks. Best management practices will be used including, but not limited to, responsible use of fire and ensuring that the fire is fully extinguished before leaving the camping area.

Gates and Fences

3.10 The Parties agree that common sense will be used when using fences and gates on XXXXX Station. All gates will be left as they are found unless otherwise directed by the Lessee. The XXXXX People agree that no fences will be wilfully damaged, cut or altered in any way unless prior arrangement is made with the Lessee. All new gates required for access to XXXXX traditional sites will be discussed between the XXXXX People and the Lessee.

Firearms

3.11 The Parties acknowledge the lawful and responsible use of firearms at all times on XXXXX Station.

3.12 No high powered firearms are to be taken onto XXXXX Station. The XXXXX People agree to notify the Lessee, before accessing the property, of their intention to take firearms on XXXXX and to identify the areas they intend using firearms on XXXXX. XXXXX People agree to limit firearms to one per camp at any one time.

3.13 The Parties agree that no shooting will be conducted near or around any livestock or within five kilometres of the homestead and/or XXXXX campsites. The Lessee agrees to identify all 'no-shooting' areas on XXXXX when notified by the XXXXX People about their intention to bring a firearm onto the property.

3.14 The Parties agree that, when XXXXX People are accessing and/or using XXXXX, to keep each other informed when using firearms.

Traditional use of flora and fauna

3.15 The parties acknowledge the importance of effective environmental practices and commitment to long term management of flora and fauna. The Traditional Owners acknowledge that use of flora and fauna, including hunting and gathering, will be for traditional purposes only. As part of managing for future generations, the Parties agree to work together to protect and conserve endangered and vulnerable species.

Dogs

3.16 The Parties acknowledge the importance of restraining and controlling dogs at all times to minimise damage to stock.

3.17 The XXXXX People agree to notify the Lessee of their intention to bring dogs onto XXXXX. The XXXXX People agree that only companion dogs will be brought onto XXXXX Station and that hunting dogs will be brought on only with the express permission of the Lessee. The Traditional Owners agree that any dogs brought onto XXXXX will be restrained and controlled at all times.

3.18 The Lessee agrees to inform the Traditional Owners of any dog baiting programs occurring on XXXXX Station.

Alcohol

- 3.19 The Parties acknowledge the lawful and responsible use of alcohol at all times. The XXXXX People agree to notify the Lessee of their intention to bring alcohol onto the property.

Managing the Environment (Rubbish and Weeds)

- 3.20 In accordance with the Parties commitment to effective environmental management practices, the XXXXX People will ensure that all rubbish will be removed and disposed of from those areas used or accessed by them.
- 3.21 The Parties acknowledge the importance of effective weed control. The Parties agree to work together to reduce the risk of spreading weeds including, but not limited to, inspecting and cleaning vehicles and equipment prior to accessing XXXXX. The Parties also agree to work together to eradicate any weeds that may be a problem on XXXXX.

Use of Station infrastructure and roads

- 3.22 The Parties acknowledge the lawful and responsible use of vehicles and roads at all times. The XXXXX People agree to use existing roads where possible and to limit off road use only to access sites of significance.
- 3.23 The XXXXX People agree that all XXXXX Station infrastructure will not be interfered with nor used without the Lessee's prior approval

4. SITE PROTECTION

- 4.1 The Parties acknowledge each other's responsibilities and rights under State and Commonwealth legislation relating to protecting cultural heritage. The Parties agree to discuss how they can best work together to protect XXXXX cultural heritage sites on XXXXX Station. The Parties agree to discuss further the possibility of developing a plan for managing Aboriginal cultural heritage that will compliment the Lessee's plan to management his/her property.
- 4.2 The Parties agree that a process is required whereby XXXXX cultural heritage sites are protected from new works/infrastructure that may be constructed by the Lessee as part of the operation of the pastoral business. The Parties agree to discuss and document a mutually acceptable cultural heritage clearance process and implement it as soon as possible.
- 4.3 The Parties acknowledge that from time to time, third parties (people other than the Lessee and/or XXXXX People) may wish to camp and/or access the property. This may include camping or access to areas on or near sites of significance to the XXXXX People. The Parties agree to inform each other of these occasions and that any principles agreed to about protecting Aboriginal cultural heritage on XXXXX Station be extended to these third parties.

5. DISPUTE RESOLUTION

- 5.1 The parties agree to use their best endeavours to abide by the terms in this MoU. In the event of any dispute arising relating to any of the conditions set out in this MoU, the parties shall use their best endeavours to resolve the dispute.
- 5.2 The parties agree to formalise a dispute resolution process based on the following principles:
- a. In the event that the Lessee has an issue with the Traditional Owners, he/she will raise the issue with a member of the XXXXX Pastoral Contact Group. The XXXXX People will then use appropriate internal procedures to address the issue and resolve it.
 - b. In the event that a Traditional Owner has an issue with the Lessee, the Traditional Owner will bring this issue to the attention of a member of the XXXXX Pastoral Contact Group, who will then raise this issue with the Lessee.
 - c. Each party agrees to keep the other informed of both the process taken to resolve the issue and the final resolution of the issue.
 - d. Should the issue not be resolved, the parties will seek the assistance of a third party (mediator) to assist in resolving the issue.

6. ONGOING DISCUSSION

- 6.1 The Parties agree to discuss the following issues in the near future to their mutual satisfaction. The issues include, but are not limited to:
- Tourism
 - Training and employment
 - Support for any lease renewals by the Lessee or any other tenure issues
 - Public liability insurance

Signatories

Signature: _____

Name: _____

As the / on behalf of the Lessee(s)

Signature: _____

Name: _____

As the / on behalf of the Lessee(s)

Signature: _____

Name: _____

As a XXXXX Person

Signature: _____

Name: _____

As a XXXXX Person

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