

THE AGREEMENT

XXXXXXXXXX

And

YYYYYYYYYYYYYY

(INSERT DATE)

**HEADS OF AGREEMENT
(XXX and XXX)**

BETWEEN

**Xxx (Aboriginal Organisation)
AND**

XXX (Non-Aboriginal organisation)

1. RECITALS

- A.
- B,
- C.
- D.

THE PARTIES AGREE:

2. DEFINITIONS

The following definitions apply in this agreement:

2.1 "Application" means the Yaegl People's Application for a determination of Native Title under s.61 of the *Native Title Act* (1993)(Commonwealth), as amended referenced NC96/38;

2.2 "Aboriginal Corporation" (the Corporation) is a corporation established under the *Aboriginal Councils and Associations Act* (1976) (Commonwealth) and is a prescribed body corporate as determined by the *Native Title Act* (1993).

2.3 "McLean Shire Area" means the designated local government area of the MacLean Shire.

2.4 "Local Environmental Plan" has the meaning given to it within the *Environmental Planning and Assessment Act* (1979) and

2.5 "Native Title ACP" means the *Native Title Act* (1999) (Commonwealth).

2.6 "Native Title Holders" has the meaning given to it within the Native Title Act (1993)(Commonwealth).

2.7 "Plan of Management" has the meaning given to it within the National Parks and Wildlife Act (1974)(NSW).

2.8 "The Corporation" has the same meaning as "Yaegl Aboriginal Corporation".

2.9 "The Parties" means the Corporation and the Council.

2.10 "Traditional owners" means the members of the Yaegl Aboriginal Corporation and others recognised as belonging to the Yaegl People.

2.11 "The Committee" means "McLean Shire Council Aboriginal Consultative Committee".

3. OBJECTIVES

3.1 The Council acknowledge that Aboriginal people are the original inhabitants of the McLean Shire area and that according to their continuing law traditions and customs it remains their traditional country. The Council also acknowledges and respects the Yaegl People's right to speak for their country in accordance with their laws, customs and traditions.

3.2 The Parties commit themselves to seek together ways in which Aboriginal Interests can be advanced where decisions are to be made about their traditional country.

3.3 The Parties commit themselves to work together to ensure that this is done in a way that advances the interests of the whole community and promotes Harmonious community interests.

4. NATIVE TITLE

4.1 This agreement is made without prejudice to the existence or any of Native Title rights.

4.2 The Parties acknowledge that this agreement does not constitute any surrender of Native Title by the Yaegl People.

4.3 The Parties acknowledge that the agreement does not constitute any acknowledgement of Native Title by the Council.

5- CONSULTATIVE COMMITTEE

5.1 The Parties agree to convene a committee called the "McLean Shire Council Aboriginal Consultative Committee".

5.2 The Council shall nominate two (2) members of the Committee and the Yaegl People shall nominate two (2) members of the Committee.

5.3 Either party may whenever it thinks fit change any one or more of its nominated member or fill any vacancy which occurs.

5.4 The Committee shall meet six (6) times per year or at other times as needed,

5.5 The Committee shall elect a chairman and shall determine its rules for meetings provided that should no rules be adopted or should such rules that are adopted not provide for a particular circumstance then the rules adopted from time to time by the Council for its Committee shall apply until the Committee adapts rules for its meetings.

6. OBJECTS OF THE MACLEAN SHIRE COUNCIL ABORIGINAL CONSULTATIVE COMMITTEE

6.1 The Corporation and the Yaegl People agree to work towards future co-operation.

6.2 The Committee shall make recommendations to the Council on the development of a planning strategy for McLean Shire which will identify.

6.2.1 areas of land of special cultural significance to Aboriginal people;

6.2.2 areas of land recommended to the subject of joint management arrangements; and

6.2.3 areas of land subject to continuing development pressure in respect of which Aboriginal interests require specific recognition and protection.

6.3 The Committee will recommend to the Council a list of those areas of land of special cultural significance to Aboriginal people.

6.3.1 The Council agrees to seek the Committee's recommendations when dealing with proposals which specifically involve such areas.

6.3.2 The Committee may from time to time recommend the addition or removal of areas of land from the list.

6.3.3 The Council may refer any other matters to the Committee for its recommendation.

6.3.4 The Committee may make recommendations to the Council regarding any other matters notwithstanding that they do not affect areas of land on the 1st.

6.4 The formulation of mechanisms for inclusion in the planning strategy of provisions for recognition and protection of Aboriginal interests in decisions made by the Council.

6.5 The formulation of mechanisms for the inclusion of the planning strategy into Local Environmental Plan.

6.6 Arrangements for access by traditional owners to land within McLean Shire for traditional purposes, including but not limited to rights to fish,

7 PRIORITY DEVELOPMENT

7.1 The Yaegl people acknowledge that the council has notified them of developments that require the peoples comments as a matter of priority.

7.2 A list of development are found in schedule A to this agreement

8 Termination

Either party may by giving six (6) months notice in writing to the other terminate this agreement and the committee shall thereupon be disbanded

9. SCHEDULES

The following are the Schedules to this agreement:

A. Priority Developments.

Executed on the date set out at the commencement of this agreement

Signed and sealed on behalf of the Yaegl People by;

