

**THE SOUTHERN SNOWY MOUNTAINS
ABORIGINAL COMMUNITY MOU**

A MEMORANDUM OF UNDERSTANDING

BETWEEN

**National Parks and Wildlife Service, Office of
Environment and Heritage and the Southern Snowy
Mountains Aboriginal Community**

2016

1 Parties

- 1.1 This Memorandum of Understanding (MOU) is made between the National Parks and Wildlife Service, Office of Environment and Heritage (OEH) and the Southern Snowy Mountains Aboriginal Community (SSMAC).
- 1.2 The Parties agree that this MOU may be amended with the agreement of both Parties from time to time to capture the interests of other persons, groups and of other State Government and land management agencies.

SSMAC. This consists of members belonging to the Southern Snowy Mountains Aboriginal Community. Signatories for the MOU have been selected from the SSMAC and include Rae Solomon-Stewart, Rachel Mullett, Deanne Davison, Colleen Dixon.

OEH is the other party to the agreement and has responsibility for the management of Parks and Cultural Heritage in the MOU Agreement Area.

2 Background

- 2.1 **MoU Agreement Area.** This MOU covers that area of Kosciuszko National Park (KNP) South of Tolbar Road to the Victorian border, including Binjura, Bobundara, Coorartha, Dangelong, Good Good, Ironmungy, Kuma, Kybeyan, Meringo, Merriangah, Mount Clifford, Myalla, Ngandang, Nimmo, Numeralla, Paupong, Quidong, Undoo, Wadjan and Wullye Nature Reserves, and Macannally State Conservation Areas.
- 2.2 Since European incursion into the area, the MoU Agreement Area has been subject to a variety of uses and tenures, including forestry, mining, grazing, hydro-electricity and tourism/recreation development. Throughout this period, Aboriginal people from the Snowy Mountains area have endeavoured to maintain a strong connection to the Country despite dispossession and relocation practices of the past.
- 2.3 Surveys of land within Kosciuszko National Park and other Reserves in Southern Ranges Region have identified abundant evidence of Aboriginal occupation and use over a period spanning at least ten thousand years. From the beginning to the present day, their connections to these places have been integral to the spiritual and economic life of Aboriginal peoples.
- 2.4 In recent years OEH has been working with the Original Owners to facilitate greater involvement by them and especially for the protection of Aboriginal Cultural Heritage in the area. A principal outcome of this relationship was the establishment of the Snowy Mountains Regional Aboriginal Working Group. The SMRAWG contributed to the development of the Kosciuszko National Park Plan of Management which was adopted by the Minister for the Environment in 2006. This plan gave an undertaking to establish a permanent heritage partnership with Aboriginal people.

3 Rationale

- 3.1 The purpose of this MOU is to formally acknowledge the Parties' commitment to work in partnership and to recognise the existing strong relationship that exists between the Monaro Ngarigo and OEH.
- 3.2 OEH recognises the diversity of Aboriginal clans and People of the Snowy Mountains, one of those clans being the Monaro Ngarigo. The Parties to this agreement also acknowledge that many other clans have associations with the mountains. The mountains recognise the language names given by Aboriginal people and naming of places strengthens the living

Aboriginal culture. Refer to Appendix A for the full 2006 Plan of Management Kosciuszko National Park extract of the "Statement from the Kosciuszko Aboriginal Working Group"

3.3 Key objectives

The Parties adopt this MOU to encourage SSMAC involvement in management of parks, reserves and the protection of Aboriginal places and objects within the MOU Agreement Area, so as to:

- Identify protect, conserve and present Aboriginal cultural heritage values within lands and waters in a sustainable and culturally appropriate way.
- Encourage better communication between the members of SSMAC.
- To cooperatively address issues and actions arising from the Kosciuszko National Park Plan of Management and to provide a framework for other discussions between the parties.
- Where possible jointly contribute to Goal 26 Fostering opportunity and partnerships with Aboriginal people under the NSW 2021 plan and support the aims of the NSW OCHRE Aboriginal Affairs Plan.

3.4 The Principles for the partnership include:

- The Parties agree to act cooperatively as partners for management and protection of the Country and culture.
- OEH acknowledges the aspirations of the SSMAC members and their communities to enhance their traditional links to the land.
- The Parties agree to investigate options for working towards greater and more meaningful co-management of parks and reserves.
- The Parties acknowledge that the Kosciuszko National Park Plan of Management has a number of management objectives, policies and action recommendations that relate to the cultural values of the Country and which are of importance to Aboriginal people connected with that Country.
- OEH recognises that the issues and cultural heritage values relating to the southern sector of Kosciuszko National Park and the nature reserves should be managed in consultation and with involvement of the SSMAC.
- The parties agree to attend meetings and participate in good faith, observe agreed protocols and use their best endeavours to address agreed priorities in the MOU and the Strategic Plan in a timely manner.
- The SSMAC recognises that statutory requirements for the care, control and management of Kosciuszko National Park and the reserves within the MOU agreement area rests with the Chief Executive OEH, and that OEH must manage these protected areas with full consideration for the *National Parks and Wildlife Act 1974*, the *Environmental Planning and Assessment Act 1979*, the *Threatened Species Conservation Act 1995*, the *Public Finance and Audit Act 1983*, the *Government Sector Employment Act 2013*, and other legislation.
- OEH acknowledges that the SSMAC will consist of representatives of the Original Owners, persons with cultural ties and persons of Aboriginal descent to advise OEH on the management of Kosciuszko National Park, consistent with the current Plan of Management, and the nature reserves and other protected areas in accordance with legislation and this MOU.
- The parties recognise that there are other Aboriginal stakeholders not included in this MOU. OEH will liaise with these other groups and individuals as appropriate.
- The SSMAC acknowledges that in their capacity as advisors to OEH the decisions and advice that they give must comply with the plan of management for the Park or Reserve and relevant legislation.
- An Advisory Committee will be established from the SSMAC members to assist with the implementation of this MOU.

4. Relationship between OEH and SSMAC

- 4.1 The SSMAC membership is open to Original Owners of Monaro-Ngarigo descent and persons with cultural ties to Monaro-Ngarigo country.

The Parties understand that this MOU is not intended to be an exclusive arrangement between SSMAC and OEH.

The Parties acknowledge that OEH may also take advice from other committees and groups such as: the National Parks and Wildlife Advisory Council, Regional Advisory Committees, the National Parks and Wildlife Aboriginal Cultural Heritage Advisory Committee, State Government agencies and other Aboriginal people in relation to the management of parks and reserves and the protection of Aboriginal objects and places within the Agreement Area.

The Parties acknowledge that the Chief Executive OEH or the Minister may constitute other advisory committees for Southern Ranges Region or for a combination of lands that include Southern Ranges Region, but not to replace the Advisory Committee agreed to in this document.

- 4.2 In accordance with this MOU the Parties intend to establish and support an Executive **Advisory Committee**. Hereafter referred to in the MoU as the Committee.

- 4.3 The role of the Committee is to:

- Provide advice and input to OEH in decision making on the management of national parks and other protected areas, including cultural interpretation and protection, education, tourism, use and enjoyment of parks and reserves.
- Consult with OEH on matters of interest and concern to SSMAC.
- Maintain communication with other relevant organisations and Aboriginal community groups in regard to issues relating to the protection, management and conservation of natural and cultural heritage of parks and reserves.
- Keep the broader SSMAC fully informed of committee discussions and outcomes.
- Act as a point of contact for broader community to communicate their ideas and issues relevant to OEH.
- Facilitate relationships between neighbours, park visitors, stakeholders, the community and OEH as required.
- Appoint sub-committees to carry out specific tasks identified in the Strategic Plan or Kosciuszko Plan of Management and involve other members of the SSMAC as required.

- 4.4 The Committee will consist of at least five but no more than ten people nominated from the SSMAC, at least two Elders will be included in this Committee. Expressions of interest to nominate for membership will be advertised in newspapers that cover the area of the SSMAC three months before the end of each term of the committee. The committee will be appointed by the Chief Executive OEH. OEH will be represented by the Regional Manager or their nominated deputy.

- 4.5 A chair will be elected and appointed by the Committee for a term of 12 months.

- 4.6 The Committee will have a term of three years. New and replacement members will be appointed by Chief Executive OEH on the recommendation of the Regional Manager for a term not exceeding the end date of the year appointment for the committee as a whole. Members may be re-appointed by the Chief Executive OEH for additional terms.

- 4.7 The Committee will meet at least three times per year. One of these meetings may involve the participation of the broader SSMAC where the Committee will report on progress of the Strategic Plan actions.
- 4.8 The Committee will operate according to the following terms of reference:
- A quorum for the Committee will be half of the Committee plus one.
 - Secretarial/administrative support for meetings will be supplied by OEH.
 - Out-of-pocket expenses for travel to and from meetings including meals and accommodation will be reimbursed as determined by the Regional Manager in accordance with OEH policy.
 - A member may be removed from the Committee if they are absent without suitable explanation for three consecutive meetings held over any period of 12 months.
 - Confidentiality of Committee deliberations and any privileged information with which they may be provided will be respected by Committee members.
 - Committee members will consult and cooperate with the Regional Manager and other committee members.
 - Committee members will disclose all interests, either financial, property or otherwise, that might possibly be construed as being in conflict with their responsibilities as a Committee member. Members must give the chairperson prior notice of their interest in the matter to be discussed and may need to withdraw from the meeting during that discussion.
 - Meeting procedures will be consistent with sound meeting practice and ensure all members are given fair and equal opportunity to participate in the deliberations of the Committee.
 - The carriage of a motion which is proposed and seconded shall be determined by a majority of votes of the members present and voting. The Chairperson will have a deliberative and, in the case of equality votes, a casting vote. It is, however, desirable that members strive to achieve consensus on matters.

5 Priority Issues

5.1 Management

The Regional Manager for Southern Ranges Region OEH is required to develop an annual Regional Operations Plan which outlines priority works programs for the coming year. The Committee will meet with the Regional Manager to review and discuss any key elements of Aboriginal programs or plans prior to implementation of the Regional Operations Plan.

5.2 Planning

The Committee will consult with OEH on the development of plans of management, reserve fire management plans, pest management plans and other operational plans as required. The Committee is to have regard to existing plans of management until new or amended plans of management come into effect.

5.3 Strategic Plan

The Parties will review and update the Strategic Plan on an annual basis.

5.4 Recognition and respect

The Parties acknowledge that the MOU must be based on mutual respect and two way communication. Agreed protocols will be prepared to assist this process.

5.5 Access to Country

OEH recognises that the SSMAC considers access issues to be a high priority for their community members and will use its best endeavours to provide assistance when or where possible.

5.6 Employment, Education and Training

The Parties recognise the mutual benefits that can accrue from an expansion of employment, training, education and overall capacity building within SSMAC. They agree to work together to identify and pursue opportunities to achieve these outcomes.

5.7 Cultural awareness

The Parties acknowledge the importance of staff managing the parks and reserves within the MOU area have an appreciation of and respect for cultural values and an understanding of shared history. Through such understanding and respect, and working together, it should be possible to achieve protection of the values and to prepare and deliver high standards of interpretation of Aboriginal cultural heritage for the general public. The Parties will work together to provide appropriate cultural awareness training for OEH staff, SSMAC and interested broader community members.

5.8 Cultural Values, Sites Protection and Management of Information

OEH has legislative responsibilities under the National Parks and Wildlife Act 1974 to protect Aboriginal sites. OEH will continue to implement programs to identify and record Aboriginal cultural sites and places of cultural significance within the landscapes and waterways of the parks and reserves listed in this MOU. Such programs will be developed in consultation with SSMAC.

5.9 Interpretation

The Committee will review and endorse any Aboriginal interpretative or educational material to be used by OEH for use in parks and reserves listed in this MOU. OEH commits to monitor input and usage of sensitive local information and photographs pertaining to Aboriginal Culture on the Intranet and Internet sites. Permission must be obtained from Aboriginal people to use their images and OEH will ensure they are appropriately acknowledged.

5.10 Tourism

The Parties will explore opportunities to develop Aboriginal cultural tourism activities. Such activities will provide appropriate interpretation of local Aboriginal heritage and socio-economic benefits to Community.

6 Resources for Implementation of the MOU

OEH will allocate funds to support the Committee meetings and attendance by members. The MOU has been developed in the knowledge that no additional resources to the SSMAC, Committee or OEH have been sought or provided for the implementation of this MOU. However, both parties are committed to ensuring this MOU is implemented as effectively as possible with current resources. It is anticipated that external resources may be provided from time to time and that the parties will cooperate to maximise these opportunities.

7 Legal Context

7.1 MOU Legal Status

The Parties acknowledge that this arrangement is not entered into, nor is this memorandum written, as a formal or legal agreement, and will not be subject to legal jurisdiction in the Law Courts of Australia.

This MOU is not a contract and nothing in this MOU is to be taken as creating a legally binding relationship between the parties.

This MOU places no limitations on the performance of functions and exercise of powers of the Minister, the Chief Executive or OEH under any legislation.

7.2 National Parks and Wildlife Act and Legislation

The Parties to this MOU recognise the primacy of legislation, state wide policy and plans of management for determining, interpreting and implementing management decisions in relation to parks and reserves within the MOU Agreement Area and that OEH is subject to the direction of the Minister.

7.3 Native Title

The Parties acknowledge that this MOU does not constitute a recognition of native title rights and interests nor does it constitute an authorisation of any act under the Native Title Act 1993 (Commonwealth) or Native Title Act 1994 (NSW).

8 Policy Context

This MOU has been developed in the context of the NSW Aboriginal Affairs Plan – Two Ways together 2003-12: the NSW Service Delivery Partnerships Agreement: and the OEH's statement on Aboriginal People, the Environment and Conservation.

9 Commencement, Term, Variation and Termination

9.1 Variation and Termination

This MOU can be varied or terminated at any time by written agreement of all Parties.

9.2 Commencement MOU

This MOU commences Saturday, 25 June 2016.

9.3 Term of MOU

The term of the MOU will be for five years at which time it will be reviewed. At the time of review if all parties are agreeable, this MOU may be extended for another five years.

9.4 Review

The MOU will be subject to a formal review by the parties, such review to be undertaken bi-annually from the commencement date.

9.5 Dispute Resolution

The parties will make every endeavour to reach mutually acceptable agreement in the implementation of this MOU. In the event of disagreement or conflict, the Parties may seek the arbitration of the Executive Director Park Management Division of OEH and an independent representative of their choice.

10 Insurance

OEH holds a general public liability insurance policy which applies across all parks and reserves and for all OEH activities. The SSMAC Committee members provide voluntary services are covered under the Department's Miscellaneous Insurance Policy against any injury sustained while engaged in official duties both on and off park. The benefit payable is in accordance with, and equivalent to, the benefits payable under the Workers Compensation Act 1987 (NSW) as amended.

Where members are required to use their private motor vehicle on Committee business, they are required to provide evidence; prior to travel that the vehicle is comprehensively insured.

In the absence of such evidence of insurance, members will be required to sign an indemnity to indemnify OEH, the NSW Government and the Crown against all liability occurring in connection with the use of the member's vehicle on Committee business prior to travel.

Where a member uses his or her private vehicle on Departmental business, should an accident occur, the amount claimable is limited to the basic excess on the member's insurance policy. The involvement of members in travel for Committee business must be identified in the minutes of the meetings.

The Chief Executive must be advised within seven (7) days in respect of any personal injury or accident involving Committee members on park or during travel for Committee business.

An incident report form must be submitted to the Chief Executive within 21 days of the accident or injury.

11 Definitions

SSMAC – means Southern Snowy Mountains Aboriginal Community

OEH - means Office of Environment and Heritage

Parties - consists of SSMAC and OEH representatives

Other Parties – includes other stakeholders with whom OEH is able to consult eg Local Aboriginal Land Councils, Tourism Operators

Committee – means Executive Advisory Committee nominated from SSMAC and appointed by the Chief Executive OEH

Snowy Mountains Region Aboriginal Working Group – means Members of the former Snowy Mountains Region Aboriginal Working Group.

Original Owners - means Aboriginal owners and knowledge holders of the land in the MOU Agreement Area.

Minister – means the Minister administering the National Parks and Wildlife Act 1974.

Chief Executive – means Chief Executive Office of Environment and Heritage, or her/his delegate being for the most part the Director, Metropolitan and Mountains Branch of the National Parks and Wildlife Service or the Regional Manager Southern Ranges Region and his or her delegate from time to time.

Aboriginal Cultural Heritage, Values and Sites – Includes physical evidence of use of an area by Aboriginal people, an area or item which is or was of special or spiritual significance with respect to Aboriginal culture, an Aboriginal Object (as per section 5 of the NPW Act) and an Aboriginal Place (as per section 84 of the NPW Act).

Strategic Plan – means a five-year action plan developed by the Parties and outlines priority actions, responsibilities and directions for the future.

Operations Plan - means Annual works program developed by Southern Ranges Region to meet its corporate responsibilities.

12 Signatures

The Parties hereto have executed this MOU

On twenty sixth day of March Month 2017 Year

Signed by

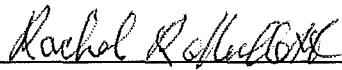


Tom Bagnat
Director, Metropolitan and Mountains Branch
National Parks and Wildlife Service
Office of Environment and Heritage

Signed by




SSMAC Representative – Rae Solomon-Stewart



SSMAC Representative – Rachel Mullett



SSMAC Representative – Deanne Davison



SSMAC Representative – Colleen Dixon

Appendix A

Yerribie¹/Dhirrayn²

Our Mother binds us to our laws/lores.

This country is our Mother. We - the Aboriginal³ People of the Mountains - belong to this country. She is our beginning, giving us our identity and culture. She brings us together, and takes us away.

The Mountains are very old and an ongoing life force that strengthens the ancestral link of our people. We have a living, spiritual connection with the mountains. We retain family stories and memories of the mountains, which makes them spiritually and culturally significant to us. Our traditional knowledge and cultural practices still exist and need to be maintained.

We recognise the diversity of Aboriginal clans and People of the Mountains - Wiradjuri, Wolgalu, Ngunnawal, Monaro Ngarigo. We recognise that Wiradjuri, Wolgalu and Ngunnawal are known by their totem, and acknowledge the matrilineal (mother's) bloodline of the Monaro Ngarigo people. We also acknowledge that many other clans have associations with the mountains. The mountains recognise the language names given by our people and naming of places strengthens our living culture.

Our people travelled from many directions over long distances to gather peacefully on the mountains for trade, ceremony, marriages, social events and to settle differences.

The cycle of life and many seasons influence the movement of our people through the mountains to the sea and the desert. The stars, clouds, sun and the moon guided people to and from places of importance. These travel routes continue to be used and spoken about today.

Living by natural cycles, the land provides our people with life, ceremony, family lore/law, and resources, such as tools, plant medicine, plant food, water, fish, animals and insects e.g. the Bogong moth, while the melting of the snow gives life to the many creeks and rivers that flow out of the mountains. There are places of spiritual and physical significance to our people, and we are committed to working in partnership with others to protect, maintain and manage these places.

Forced separation from our land had a profound impact on our family life. European governance disrupted and destroyed our traditional ways. We were moved away from our country, and many people were herded onto missions. Aboriginal family lives were torn apart with the removal of children, and people were threatened with death in some instances if they tried to practice their traditional ways, especially lore, language and culture.

Let us not forget the past while we look forward to the future. Past and present practices make us strong and we are committed to making this a better country for all.

It is our vision for the future to cooperatively and collaboratively work with the National Parks and Wildlife Service to manage the park and maintain its spiritual, natural and cultural values. This will build a strong cultural and economic base for future generations of our people. The development and provision of employment, training and economic opportunities will deliver benefits to our people and communities. Our culture will be strengthened by access to our traditional lands and the development and participation of our people in cultural camps and cultural maintenance programs. By passing on knowledge to future generations of Aboriginal children, our culture will stay alive and strong.

Written by members of the Kosciuszko Aboriginal Working Group on behalf of Aboriginal people associated with the mountains.
Kosciuszko Aboriginal Working Group
Monaro Ngarigo Sharon Anderson, John Dixon, Paul McLeod, Phillip McLeod, Carl Mundy, Doris Paton, Matthew Stewart, Iris White, Pat Davison (Community Forum representative)
Wiradjuri & Wolgalu Ramsay Freeman, Phyllis Freeman, Alice Williams, Mary Williams
Ngunnawal Carl Brown, Dorothy Dickson, Tina Williams
Nyinyapa Richard Kennedy (for Mungahareena Aboriginal Corporation, Albany)
Elders and others
Monaro Ngarigo Aunty Deanna Davison, Aunty Margaret Dixon, Aunty Rachel Mullet, Aunty Rae Solomon-Stewart, Aunty Valmai Tungai, Colleen Dixon, Stan Mundy
Wiradjuri & Wolgalu Aunty Margaret Berg, Uncle Vince Bulger
Ngunnawal Louisa Brown

1 Yerribie means going, moving in the Ngarigo language.

2 Dhirrayn means mountain in the Wiradjuri language.

3 Aboriginal is defined in this statement as Aboriginal people who are descendants of the traditional owners of this country.