

SCHEDULE 6: JOINT MANAGEMENT AGREEMENT

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2020

**Chief Executive Officer of the Department of Biodiversity,
Conservation and Attractions**

Warnpurru (Aboriginal Corporation)

SECTION 56A

**JOINT MANAGEMENT AGREEMENT FOR THE [RE-NAMED
GIBSON DESERT] NATURE RESERVE**

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THIS AGREEMENT is made on the

day of

20

BETWEEN

CHIEF EXECUTIVE OFFICER OF THE DEPARTMENT OF BIODIVERSITY, CONSERVATION AND ATTRACTIONS, ACTING THROUGH THE CONSERVATION AND LAND MANAGEMENT EXECUTIVE BODY, a body corporate established under section 36 of the CALM Act, care of 17 Dick Perry Avenue, Technology Park, Western Precinct, Kensington, Western Australia (**CEO**)

AND

WARNPURRU (ABORIGINAL CORPORATION) (ICN 8979), c/- 76 Wittenoom Street, East Perth, Western Australia (**Warnpurru AC**)

RECITALS

- A. The Parties enter into this Agreement to give effect to commitments made in the Compensation Settlement Agreement. The Compensation Settlement Agreement provides, among other things, for:
- (I) consideration to be given to renaming the Nature Reserve;
 - (II) the Nature Reserve to be vested jointly in the Commission and Warnpurru AC;
 - (III) the Nature Reserve to be managed jointly by the CEO (on behalf of the Commission) and Warnpurru AC with the State committing \$7.5 million over 10 years to support that joint management;
 - (IV) the Gibson Desert Traditional Owners to seek a determination of native title in relation to the Nature Reserve if the NT Act is amended to allow that to happen; and
 - (V) the option, exercisable by the Gibson Desert Traditional Owners, to seek Parliamentary approval to cancel the Nature Reserve to be replaced by a reserve for "conservation and Aboriginal social, cultural and economic benefit". Warnpurru AC would have care, control and management of the new reserve under section 46 of the *LA Act*, but it would be managed jointly by Warnpurru AC and the CEO under a joint management agreement entered into in accordance with section 8A(5) of the CALM Act on similar terms to this Agreement.

- B. The Nature Reserve has now been re-named [*insert*].
- C. In accordance with the Compensation Settlement Agreement, the Minister determined in writing on [*insert date*] under section 8AA(2)(b) of the CALM Act that the Nature Reserve be vested jointly in the Commission and Warnpurru AC.
- D. Together, the Commission and Warnpurru AC are the responsible body for the Nature Reserve for the purposes of Part V of the CALM Act.
- E. Warnpurru AC was established to represent the Gibson Desert Traditional Owners and to assist them to look after, manage and protect the area covered by the Nature Reserve. Its membership is limited to Gibson Desert Traditional Owners.
- F. If, in accordance with the Compensation Settlement Agreement, the Gibson Desert Traditional Owners are determined to hold native title in relation to the Nature Reserve, they intend to nominate Warnpurru AC as the prescribed body corporate to hold their native title on trust in accordance with section 56 of the NT Act.
- G. Under section 54(2) of the CALM Act, the responsible body, acting through the agency of the CEO, developed the Management Plan.
- H. The Management Plan requires the CEO to manage the Nature Reserve jointly with Warnpurru AC (CALM Act, section 56A(1)).
- I. This is an agreement for the joint management of the Nature Reserve that will, in accordance with section 56A(3) of the CALM Act, be attached to the Management Plan to be submitted to the Minister for approval under section 60 of the CALM Act.
- J. This Agreement is substantially in the form provided in Schedule [*insert*] of the Compensation Settlement Agreement.
- K. The Minister and the Commission have given their written approval to this Agreement (CALM Act, section 56A(7)).

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. General Definitions

In this Agreement, unless it is a defined term in clause 1.2, words and expressions defined in the CALM Act have the same meaning when used in this Agreement.

1.2. Specific Definitions

In this Agreement, unless the context otherwise requires:

Aboriginal Cultural Business means ceremonial and other cultural obligations that a Member is required to meet under traditional laws and customs.

Affected Member has the meaning given in clause 5.8(b).

Agreement means this joint management agreement and includes the Schedules.

Alternate Member means a person nominated to be a member of the Joint Management Body under clause 5.2.

BC Act means the *Biodiversity Conservation Act 2016* (WA).

BC Regulations means the *Biodiversity Conservation Regulations 2018* (WA).

Business Day means a day other than a Saturday, Sunday or public holiday in Western Australia commencing at 8.30am WST and finishing at 5.00pm WST.

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

CALM Regulations means the *Conservation and Land Management Regulations 2002* (WA).

CATSI Act means the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth).

Chairperson means a Representative Member elected to be Chairperson of the Joint Management Body under clause 5.3.

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

Commission means the Conservation and Parks Commission established under section 18 of the CALM Act.

Compensation Settlement Agreement means the *Gibson Desert Nature Reserve Compensation and Lurrtjurrulula Palakitjalu Settlement Agreement* entered into by the State represented by the Minister for the Environment and the Minister for Aboriginal Affairs, the Minister for Lands (body corporate), the CEO, the Commission, Central Desert Native Title Services Ltd, the Gibson Desert Applicant and Warnpurru AC on [*insert date*].

Confidential Information means Parties' Confidential Information as that term is defined in clause 18.1, or Joint Management Body's Confidential Information as that term is defined in clause 18.2, or both.

Conflict of Interest has the meaning given in clause 5.9(a).

Corporations Act means the *Corporations Act 2001* (Cth).

Culturally Sensitive Information means all material, information, and communications relating to sites, places, objects, remains and other areas of significance to the Gibson Desert Traditional Owners in accordance with their traditional laws and customs which may be disclosed to another Party or an employee of the Department in the course of performing their obligations under this Agreement, whether in the public domain or not.

Default Notice has the meaning given in clause 16.2(a).

Defaulting Party has the meaning given in clause 16.1(b).

Department means the department of the State principally assisting in the administration of the CALM Act.

Disclosing Party has the meaning given in clause 18.1(a) or 18.2(a) as the context requires.

Disclosure has the meaning given in clause 5.7(b).

Dispute means a dispute of the Joint Management Body arising in the circumstances described in clause 11(d) to be resolved in accordance with clause 12.

Event of Default has the meaning given in clause 16.1(b).

Force Majeure means an event or cause beyond the reasonable control of the Party claiming force majeure comprising any of the following:

- (a) act of God, lightning, storm, flood, fire, earthquake, explosion, cyclone or wind and wave conditions associated with a cyclone, tidal wave, landslide, adverse weather conditions;
- (b) strike, lockout or other labour difficulty;
- (c) act of public enemy, war, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, terrorism; or
- (d) the effect of any law or authority exercised by government official by law.

Gibson Desert Traditional Owners means the persons described at Schedule 2 of the Rule Book.

Insolvency Event means where Warnpurru AC:

- (a) commits an act of insolvency under and for the purposes of the Corporations Act or the CATSI Act; or

- (b) is placed under external administration under and for the purposes of Chapter 5 of the Corporations Act, including as applied by Parts 11.3 or 11.4 of the CATSI Act; or
- (c) is placed under special administration under and for the purposes of Chapter 11 of the CATSI Act; or
- (d) is unable to pay all its debts as and when they become due and payable; or
- (e) is wound up or deregistered under the CATSI Act.

Joint Management Body means the body established under clause 3.

Joint Management Body's Confidential Information has the meaning given in clause 18.2(a).

LA Act means the *Land Administration Act 1997* (WA).

Management Plan means the management plan approved under section 60 of the CALM Act in respect of the Nature Reserve including as amended or substituted from time to time.

Member means a Representative Member or an Alternate Member.

Minister means the Minister to whom the administration of the CALM Act is committed which, for the time being, is the Minister for Environment.

Minister for Lands means the body corporate continued under section 7 of the *LA Act*.

Nature Reserve means all that land and water comprising Reserve 34606 for the purpose of Conservation of Flora and Fauna known as the [*re-named GDNR*] Nature Reserve being Lot 13 as shown on Deposited Plan 91083 and having a total area of approximately 1,824,864 hectares. The Nature Reserve excludes the Road Corridors described in clause 1.7 of the Compensation Settlement Agreement.

Non-defaulting Party has the meaning given in clause 16.2(a).

NT Act means *Native Title Act 1993* (Cth).

Parties' Confidential Information has the meaning given in clause 18.1(a).

Party means a party to this Agreement and **Parties** means both of the parties to this Agreement.

Party Dispute means a dispute between the Parties that arises under this Agreement other than a Dispute.

Receiving Party has the meaning given in clause 18.1(a) or clause 18.2(a) as the context requires.

Remaining Representative Members has the meaning given in clause 5.7(b) or clause 5.8(c) as the context requires.

Representative Member means a person nominated to be a member of the Joint Management Body under clause 5.1.

Resolution Institute means the entity named "Resolution Institute" that is registered with the Australian Business Number 69 008 651 232 operating as a dispute resolution organisation. If

Resolution Institute ceases to operate as a dispute resolution organisation, then Resolution Institute shall be taken to mean any other dispute resolution organisation with similar objects agreed to by a consensus of the Parties to the relevant dispute or if no consensus can be reached, decided by the Party that first notified the relevant dispute.

Rule Book means Warnpurru AC's Rule Book that is registered with the Registrar of Aboriginal and Torres Strait Islander Corporations under the CATSI Act from time to time.

State means the State of Western Australia.

Term means the term of this Agreement specified in clause 19.1.

1.3. Interpretation

In this Agreement, unless the contrary intention appears:

- (a) words and expressions defined in the NT Act have the same meaning where used in this Agreement;
- (b) headings and subheadings are for ease of reference only and do not govern the meaning or construction of this Agreement or of any provision contained in this Agreement;
- (c) words expressed in the singular include the plural and vice versa;
- (d) words expressed in one gender include the other;
- (e) a reference to a Party to this Agreement includes that Party's successors, permitted substitutes, persons taking by novation, permitted transferees, receivers, managers, administrators and permitted assigns and, in the case of a natural person, also includes that person's executors and administrators;
- (f) an expression importing a natural person includes a company, partnership, joint venture, association, authority or other body corporate or governmental or semi-governmental entity;
- (g) a reference to a person which has ceased to exist or has reconstituted, amalgamated, reconstructed or merged, or the functions of which have become exercisable by another person, is a reference to the person established or constituted in its place or by which its functions have become exercisable;
- (h) a reference to person established under any written law includes a reference to any person or body (corporate or unincorporate) established or continued to perform the same or substantially similar function;
- (i) a reference to a thing includes any part of a thing but is not taken as implying that performance of part of an obligation is the performance of the whole;
- (j) a reference to a clause, Schedule or annexure is a reference to a clause of or Schedule or annexure to this Agreement;

- (k) where the day on or by which a thing is required to be done is not a Business Day that thing shall be done on or by the succeeding Business Day;
- (l) an agreement, representation or warranty on the part of or in favour of two or more persons binds, and is enforceable against, those persons jointly and each of them severally;
- (m) no rules of construction apply to the disadvantage of a Party because that Party was responsible for the drafting of this Agreement or of any of the provisions of this Agreement;
- (n) a reference to any statute includes every regulation, code order, ordinance, by-law, subordinated or delegated legislation and proclamation issued under that statute and all consolidations, amendments, re-enactments and replacements of any of them;
- (o) where a word or phrase is given a defined meaning in this Agreement, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (p) a reference to any document, instrument or agreement, including this Agreement, includes a reference to that document, instrument or agreement as amended, novated, supplemented, varied or replaced from time to time; and
- (q) "including" means "including, but not limited to".

2. JOINT MANAGEMENT OF THE NATURE RESERVE

The Nature Reserve is to be jointly managed by Warnpurru AC and the CEO through the Joint Management Body in accordance with the Management Plan and this Agreement.

3. ESTABLISHMENT OF JOINT MANAGEMENT BODY

- (a) A Joint Management Body is established for the purposes of section 56A of the CALM Act.
- (b) The Joint Management Body comprises nine Representative Members, nominated in accordance with clause 5.1.

4. ROLE OF THE JOINT MANAGEMENT BODY

4.1. Role of the Joint Management Body

- (a) The role of the Joint Management Body is to, consistently with the CALM Act and the BC Act and any regulations made under those Acts:
 - (i) make management decisions consistent with the Management Plan;
 - (ii) in accordance with the Management Plan, assist in the preparation of policies, programs and other such management instruments for the management of the Nature Reserve;
 - (iii) strategically monitor the management of the Nature Reserve including the implementation of the Management Plan;

- (iv) provide advice to the CEO, the Commission and Warnpurru AC (as appropriate) on all aspects of the use, management and development of the Nature Reserve including:
- (A) the value of the Nature Reserve land and waters to the culture and heritage of Aboriginal people, or the methods to determine this, and appropriate ways to protect that value;
 - (B) the proper conduct of activities within the Nature Reserve, including pursuant to the traditional law and custom of the Gibson Desert Traditional Owners;
 - (C) management of the land and waters of the Nature Reserve in a manner which reflects and is informed by the traditional ecological knowledge of the Gibson Desert Traditional Owners;
 - (D) the conduct of customary activities pursuant to the CALM Act, CALM Regulations, BC Act and BC Regulations;
 - (E) the expenditure of the annual operational budget for the Nature Reserve as it relates to the amount specified and purposes set out in clause 19 of the Compensation Settlement Agreement;
 - (F) any proposed amendments to the Management Plan, or any proposed management plan in substitution for the Management Plan, for the Nature Reserve;
 - (G) the development of new business and employment opportunities for Gibson Desert Traditional Owners and businesses associated with the management and operations of the Nature Reserve;
 - (H) the approval of the grant of leases, licences, permits and other authorisations in relation to the Nature Reserve under the CALM Act, CALM Regulations, BC Act and BC Regulations;
 - (I) any mining which is proposed to be carried out on the Nature Reserve under the *Mining Act 1978* (WA) and any operations for the recovery of petroleum or geothermal energy which are proposed to be carried out on the Nature Reserve under the *Petroleum and Geothermal Energy Resources Act 1967* (WA);
 - (J) culturally appropriate place names and interpretive and other signage in relation to areas and places in the Nature Reserve;
 - (K) the need for appropriate cross-cultural awareness training for employees and contractors of the State, or any other person, whose employment or engagement requires them to conduct activities on Nature Reserve;

- (L) the appointment of honorary wildlife officers, honorary rangers and honorary conservation and land management officers under section 46 of the CALM Act; and
- (M) the employment of staff and contractors, and the method of employment, to work in the Nature Reserve.
- (v) provide advice to other agencies of the State that are responsible for the implementation of specific management actions in the Management Plan; and
- (vi) work cooperatively with the CEO and Warnpurru AC to obtain additional funding for the joint management of the Nature Reserve, through State and Federal funding programs and other relevant third parties.
- (b) The role of the Joint Management Body does not include undertaking the day-to-day management of the Nature Reserve.

4.2. Decisions of the Joint Management Body

- (a) For the purposes of performing his or her functions under sections 33(1), 33(3) and 33(6) of the CALM Act, the CEO shall take into account advice given by the Joint Management Body and shall not unreasonably fail to give effect to a management decision of the Joint Management Body.
- (b) For the purpose of deciding whether to grant any leases, licences or permits under the CALM Act or regulations made under the CALM Act in respect of the Nature Reserve, the CEO shall seek and take into account any advice given by the Joint Management Body concerning the proposed grant.

5. MEMBERSHIP OF THE JOINT MANAGEMENT BODY

5.1. Representative Members

- (a) After the Commencement Date but before the first meeting of the Joint Management Body convened under clause 7.1, and again at the last meeting of the Joint Management Body before the expiry of each three year term referred to in clause 5.1(c), the Parties shall each nominate persons to be Representative Members and Alternate Members as follows:
 - (i) Warnpurru AC shall nominate:
 - (A) six persons to be Representative Members; and
 - (B) three persons to be Alternate Members; and
 - (ii) the CEO shall nominate:
 - (A) three persons to be Representative Members; and
 - (B) three persons to be Alternate Members.

- (b) Unless otherwise agreed by the Parties, the Members nominated by the CEO shall be employees of the Department and if possible, include regional staff with operational responsibility for the Nature Reserve.
- (c) Representative Members and Alternate Members shall be nominated for a term of three years and may be re-nominated.
- (d) Before the first meeting of the Joint Management Body, each Party shall give to the other Party notice, in accordance with clause 26, of the nominated Representative Members or, where applicable, the nominated Alternate Members.

5.2. Alternate Representative Members

- (a) Upon receiving notice of a meeting, if a Representative Member nominated by Warnpurru AC is temporarily unable to attend the meeting by reason of sickness, absence or incapacity he or she 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:
 - (i) of the Representative Member's inability to attend the meeting; and
 - (ii) which Alternate Member nominated by Warnpurru AC will attend the meeting.
- (b) If the CEO is informed under clause 5.2(a), the CEO shall notify the Alternate Member referred to in clause 5.2(a) to 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 or she 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.
- (d) If the CEO is informed under clause 5.2(c) that a Representative Member nominated by the CEO is temporarily unable to attend a meeting, the CEO shall notify an Alternate Member nominated by the CEO to attend the meeting.
- (e) An Alternate Member notified under clause 5.2(b) or clause 5.2(d) shall attend the meeting in place of the absent Representative Member.
- (f) 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 5.

5.3. Chairperson

- (a) At the first meeting of the Joint Management Body, the Representative Members shall elect a Chairperson from the Representative Members nominated by Warnpurru AC, to serve for a 12 month term.

- (b) Notwithstanding anything in clause 5.3(a), the Chairperson remains in the Chairperson position after the expiry of a 12 month term until another Chairperson is elected or he or she is re-elected.
- (c) The Chairperson shall preside at a meeting of the Joint Management Body, but, if the Chairperson is absent from such a meeting, the meeting shall elect a Representative Member to preside at that meeting.

5.4. Persons ineligible to be members

A member of the Gibson Desert Traditional Owners who is an employee of the CEO is not eligible to be nominated as a Member, unless:

- (a) otherwise agreed by the Parties; or
- (b) his or her employment by the CEO is only on a casual basis.

5.5. Vacancy of Member

- (a) The position of a Member becomes vacant if he or she:
 - (i) resigns his or her position by notice delivered to the Chairperson; or
 - (ii) is absent, without leave from the Chairperson, for three consecutive meetings of which he or she has had notice;
 - (iii) is removed from the position by the Joint Management Body under clause 5.7 or clause 5.8; or
 - (iv) dies.
- (b) If the position of any Member becomes vacant for any reason, including because of clause 5.5(a), a new Member shall be nominated for the remainder of the three year term in the following way:
 - (i) if the Member was nominated by Warnpurru AC, Warnpurru AC shall nominate the new Member; or
 - (ii) if the Member was nominated by the CEO, the CEO shall nominate the new Member,

and the nominating Party shall give written notice of a nominated new Member to the other Party in accordance with clause 26.

5.6. Vacancy of Chairperson

- (a) The position of Chairperson becomes vacant if he or she:
 - (i) resigns his or her position by notice delivered to the CEO; or
 - (ii) is absent without leave from the CEO for three consecutive meetings of which he or has notice; or

- (iii) is removed from the position by the CEO under clause 5.7 or clause 5.8; or
 - (iv) dies.
- (b) If the position of the Chairperson becomes vacant for any reason, including because of clause 5.6(a), a new Chairperson shall be elected in accordance with clause 5.3 for the remainder of the 12 month term.
- (c) For the avoidance of doubt, a Member may resign from his or her position as Chairperson, but remain in his or her position as a Member.

5.7. Removal for bankruptcy

- (a) The Joint Management Body may remove a Member, including the Chairperson, in accordance with this clause.
- (b) A Member who is:
- (i) according to section 13D of the *Interpretation Act 1984* (WA), a bankrupt or a person whose affairs are under insolvency laws; or
 - (ii) disqualified from managing a corporation under Part 2D.6 of the *Corporations Act* or under Part 6-5 of the CATSI Act;

shall at the first meeting after he or she becomes aware of that fact, disclose it to the other Representative Members (**Remaining Representative Members**) who are at that meeting (**Disclosure**), and the Disclosure shall be recorded in the minutes.

- (c) Following a Disclosure under clause 5.7(b), the Remaining Representative Members shall vote in accordance with clause 11 as to whether the disclosing Member shall be removed from the Joint Management Body, the results of which vote shall be recorded in the minutes.
- (d) If the remaining Representative Members vote to remove a Member from the Joint Management Body under clause 5.7(c) the position of that Member becomes vacant for the purposes of clause 5.5 or, if it is the Chairperson, for the purposes of clause 5.5 and clause 5.6.

5.8. Removal for misbehaviour etc.

- (a) In this clause, misbehaviour includes behaving in a manner that renders the Member unfit to be a Member even if the conduct does not relate to any function of the Joint Management Body.
- (b) A Representative Member may move that the performance of a Member, including the Chairperson, (**Affected Member**) is impaired by misbehaviour or incompetence or mental or physical incapacity other than temporary illness.
- (c) Where clause 5.8(b) applies, the Representative Members other than the Affected Member (**Remaining Representative Members**) shall vote as to whether the Affected Member's performance is impaired by misbehaviour or incompetence or mental or

physical incapacity other than temporary illness, the results of which shall be recorded in the minutes.

- (d) If the remaining Representative Members vote under clause 5.8(c) that the Affected Member's performance is impaired by misbehaviour or incompetence or mental or physical incapacity other than temporary illness, the position of that Member becomes vacant for the purposes of clause 5.5 or, if it is the Chairperson, for the purposes of clause 5.6.

5.9. Conflict of Interest

- (a) A Representative Member who has a material personal or financial interest in a matter that is being considered by a meeting of the Joint Management Body (**Conflict of Interest**) shall, as soon as possible after he or she is aware of this interest, disclose the nature of his Conflict of Interest to the other Representative Members who are at that meeting, and that disclosure shall be recorded in the minutes.
- (b) Subject to clause 5.9(c), if a Representative Member discloses a Conflict of Interest in a matter under clause 5.9(a) the Representative Member shall not:
 - (i) take part in the consideration or discussion of the matter; nor
 - (ii) vote on the matter.
- (c) Following the disclosure of a Conflict of Interest under clause 5.9(a):
 - (i) the remaining Representative Members (other than the Representative Member with a Conflict of Interest) shall vote in accordance with clause 11 as to whether the Representative Member with the Conflict of Interest may take part in the consideration or discussion of the matter and/or vote on the matter; and
 - (ii) the results of that vote shall be recorded in the minutes.
- (d) A Representative Member shall not be taken to have a Conflict of Interest solely due to that Representative Member's particular rights in, or connection to, a place or area within or adjacent to the Nature Reserve arising under traditional laws and customs (whether or not the subject of an approved determination of native title) or because he or she is a director of Warnpurru AC.

5.10. 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 considers appropriate or 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.

- (d) At the discretion of the Joint Management Body, invitees may be paid fees for attending meetings of the Joint Management Body.

6. PROTECTION FROM PERSONAL LIABILITY

Members of the Joint Management Body are protected from personal liability in accordance with section 132 of the CALM Act.

7. CONVENING MEETINGS

7.1. First meeting

Within 40 days of the Commencement Date, the CEO shall convene the first meeting of the Joint Management Body, to be held at a place agreed by the Parties.

7.2. Subsequent meetings

- (a) Subject to clause 7.3(b)(i) or 7.3(b)(ii), the CEO shall be responsible for convening meetings.
- (b) At the first meeting, and at any subsequent meeting, the Joint Management Body shall decide the place for the subsequent meeting or meetings.

7.3. Frequency

- (a) The Joint Management Body shall meet at least twice every 12 months.
- (b) The Joint Management Body may meet more often in the following circumstances:
 - (i) the Chairperson requests a meeting of the Joint Management Body by giving at least 15 Business Days' notice in writing to the CEO and Members; or
 - (ii) the CEO calls a meeting of the Joint Management Body by giving at least 15 Business Days' notice to the Chairperson and Members.

7.4. Administrative responsibility

The CEO shall provide administrative support to the Joint Management Body, including preparing and circulating meeting notices, agendas and papers, and by taking and distributing meeting minutes and Warnpurru AC may assist with that support.

8. PROCEDURE

The Joint Management Body may adopt such further rules and procedures from time to time as it considers necessary but, if there is any inconsistency between those rules and procedures and this Agreement, this Agreement prevails.

9. SUB-COMMITTEES

- (a) The Joint Management Body may appoint sub-committees (comprising any Member and any other persons) to investigate, consider and advise, and to make

recommendations to the Joint Management Body, on such matters as the Joint Management Body sees fit.

- (b) Persons appointed by the Joint Management Body to any sub-committees may include members of the Gibson Desert Traditional Owners who are also employees of the CEO.

10. QUORUM

Four Representative Members constitute a quorum, comprising at least two Representative Members nominated by Warnpurru AC and at least two Representative Members nominated by the CEO.

11. VOTING

- (a) Each Representative Member present at a meeting of the Joint Management Body, including the Chairperson, has one vote and shall exercise that vote, subject to clause 5.9(b).
- (b) The Joint Management Body shall try to reach a unanimous decision.
- (c) If the Joint Management Body cannot reach a unanimous decision, decisions shall be made by a majority of each of the Representative Members nominated by Warnpurru AC present at the meeting and the Representative Members nominated by the CEO present at the meeting.
- (d) If a majority of each of the Representative Members nominated by Warnpurru AC present at the meeting and the Representative Members nominated by the CEO present at the meeting cannot agree the outcome of the same agenda item at three consecutive meetings of the Joint Management Body then the business which is the subject of that agenda item becomes a Dispute.

12. JOINT MANAGEMENT BODY DISPUTE

In this clause 12, the CEO means the CEO or a person nominated by the CEO, and Warnpurru AC means the Chairperson of Warnpurru AC or a person nominated by the Chairperson of Warnpurru AC.

12.1. Avoiding Disputes

The Parties agree that they will each make every effort to ensure that Disputes do not arise that that if a Dispute does arise the Parties will make every reasonable effort to resolve the Dispute informally and before recourse to this clause 12.

12.2. Referral to CEO and Warnpurru AC

- (a) If the circumstances in clause 11(d) arise, the Chairperson shall, within five Business Days of the third meeting, give notice of the Dispute to the CEO and Warnpurru AC setting out details of the Dispute, including any documentary evidence of the Dispute.
- (b) Upon receiving notice of a Dispute under clause 12.2(a), the CEO and Warnpurru AC shall, within 20 Business Days of the date of that notice, agree to:

- (i) decide the Dispute; or
 - (ii) refer the Dispute to a mediator in accordance with clause 12.3; or
 - (iii) remit the Dispute to the Joint Management Body to decide; or
 - (iv) refer the Dispute to the Minister for determination under clause 12.4.
- (c) When deciding the Dispute under clause 12.2(b)(i), the CEO and Warnpurru AC may consult with any person.
 - (d) A decision made by the CEO and Warnpurru AC under clause 12.2(b)(i) shall be deemed to be a decision of the Joint Management Body.
 - (e) If the CEO and Warnpurru AC are unable to agree what course of action to take under clause 12.2(b), they shall refer the Dispute to a Mediator and clause 12.3 applies.

12.3. Referral to Mediation

- (a) The CEO and Warnpurru AC will try to agree an independent mediator, with relevant experience to mediate the Dispute.
- (b) If within 10 Business Days after a referral under clause 12.2(b)(ii) or clause 12.2(e) the CEO and Warnpurru AC cannot agree on a mediator, either Party may request the Chair of Resolution Institute to appoint a mediator and the Parties must accept that appointment.
- (c) The CEO and Warnpurru AC shall engage in the mediation process in good faith and in an open and conciliatory manner, taking into account any cultural or customary concerns or considerations with a view to reaching a mutually acceptable compromise to the Dispute.
- (d) The role of the mediator is to assist in negotiating a resolution of the Dispute, during or following which the CEO and Warnpurru AC may together make a decision about the matter in Dispute which decision shall be deemed to have been made by the Joint Management Body.
- (e) Any information or documents disclosed by the CEO and Warnpurru AC under this clause 12:
 - (i) must be kept confidential; and
 - (ii) may only be used to attempt to resolve the Dispute.
- (f) The CEO and Warnpurru AC shall each pay their own costs of complying with this clause 12.3. The CEO and Warnpurru AC shall pay the costs of any mediator equally.
- (g) If the CEO and Warnpurru AC fail to resolve the Dispute by mediation within 30 Business Days of the referral to, or appointment of, a mediator, or such further time as the CEO and Warnpurru AC shall agree, either the CEO or Warnpurru AC may refer the Dispute to the Minister for determination under clause 12.4.

12.4. Referral to Minister

- (a) If the CEO and Warnpurru AC refer the Dispute to the Minister for determination, the Minister shall consult with the CEO and Warnpurru AC regarding how the Dispute ought to be resolved and do one or both of the following:
 - (i) decide the process for determining the Dispute; or
 - (ii) determine the Dispute.
- (b) In the course of the consultation process, the Minister shall request and give an opportunity to the CEO and Warnpurru AC to provide any advice or recommendation in relation to the Dispute before determining the Dispute.
- (c) For the avoidance of doubt, the Minister is not, when making a decision under clause 12.4(a)(i) or clause 12.4(a)(ii), required to act in accordance with any advice or recommendation made by the CEO or Warnpurru AC in the course of the consultation process.
- (d) A determination of the Dispute made by the Minister under this clause 12.4 shall be deemed to be a decision made by the Joint Management Body.

12.5. Obligations continue

If a Dispute is being dealt with under any part of this clause 12, the Joint Management Body shall, pending the resolution of the Dispute, continue to perform its obligations under this Agreement so far as circumstances will allow and such performance will be without prejudice to the final resolution of the Dispute.

13. REVIEW

- (a) The Parties shall review this Agreement, including assessing its operation and implementation, in the following circumstances, whichever is the sooner:
 - (i) the responsible body for the Nature Reserve for the purposes of Part V of the CALM Act, through the agency of the CEO, prepares a proposed substituted management plan for the Nature Reserve under section 54(3) of the CALM Act; or
 - (ii) they agree that a review is necessary.
- (b) A review under clause 13(a) shall be commenced within six months of the circumstances in clause 13(a)(i) or clause 13(a)(ii) occurring.
- (c) The review shall be undertaken by persons selected by the Parties in accordance with terms of reference agreed to by the Parties.
- (d) The costs of the review are to be agreed between the Parties and shall be met by the CEO.

14. VARIATION

The Parties may vary this Agreement by deed of variation.

15. OBLIGATION OF PARTIES IN RESPECT OF MEMBERS

The Parties shall procure that:

- (a) Members perform their role and comply with their obligations as members of the Joint Management Body under this Agreement, having regard to and in accordance with:
 - (i) the role of the Joint Management Body in clause 4;
 - (ii) the CALM Act; and
 - (iii) any other applicable State legislation; and
- (b) the number of Representative Members nominated by each Party who are required to be present at every meeting of the Joint Management Body under clause 10 are present at every meeting of the Joint Management Body.

16. DEFAULT AND ENFORCEMENT

16.1. Events of Default

- (a) In this clause 16, a reference to a Party means a party to the Event of Default.
- (b) A Party (the **Defaulting Party**) causes an **Event of Default** for the purposes of this clause 16 where:
 - (i) the Party commits a breach of this Agreement that is incapable of being remedied; or
 - (ii) the Party breaches clauses 15, 18 or 23; or
 - (iii) the Party breaches its obligation in clause 15 in respect of a Member's obligations in clauses 5.7, 5.8 and 5.9; or
 - (iv) the Party breaches its obligations in clause 15(b) in respect of three (3) consecutive meetings; or
 - (v) the Party commits three breaches of its obligations under this Agreement over any 12 month period, provided that the Party not in breach has given the Defaulting Party notice of any such breaches and whether or not the Defaulting Party has rectified such breaches; or
 - (vi) an Insolvency Event occurs.

16.2. Default under clause 16.1(b)(i), 16.1(b)(ii), 16.1(b)(iii) or 16.1(b)(v)

- (a) If a Defaulting Party causes an Event of Default under clause 16.1(b)(i), 16.1(b)(ii), 16.1(b)(iii) or 16.1(b)(v) the other Party (the **Non-defaulting Party**) may serve a notice (**Default Notice**) on the Defaulting Party specifying the Event of Default.
- (b) Upon receiving a Default Notice, the Defaulting Party shall:
 - (i) where the Event of Default is capable of being remedied:
 - (A) remedy the Event of Default within 20 Business Days; or
 - (B) if the Event of Default cannot reasonably be remedied in 20 Business Days, demonstrate that it is taking steps in good faith to remedy the Event of Default and continue to take such steps until the Event of Default is remedied, provided that the default must be remedied by no later than three months from the date of the Default Notice; or
 - (ii) where the Event of Default is not capable of being remedied, and within a period of 20 Business Days commencing on the date of the Default Notice, take all steps, to the satisfaction of the Non-defaulting Party (acting reasonably), to ensure that further breaches of this Agreement do not occur.

16.3. Default under clause 16.1(b)(vi)

- (a) If an Event of Default occurs under clause 16.1(b)(vi), Warnpurru AC shall as soon as possible, notify the CEO:
 - (i) that the Event of Default has occurred;
 - (ii) of the appointment of any administrator, receiver or manager to Warnpurru AC; and
 - (iii) when the relevant Event of Default ceases to exist.
- (b) Where the Event of Default results in an order to wind up Warnpurru AC, Warnpurru AC agrees to take reasonable steps to procure that the Gibson Desert Traditional Owners shall:
 - (i) take steps to cause a new body corporate to be substituted for Warnpurru AC as soon as possible;
 - (ii) use reasonable endeavours to have the substituted body corporate execute a deed by which it agrees to be bound by the terms of this Agreement.

16.4. Suspension of Obligations

The Non-defaulting Party may, by notice in writing to the Defaulting Party, suspend the performance of its obligations and the Defaulting Party's rights under this Agreement until either clause 16.2(b) is complied with or the Event of Default no longer exists.

16.5. Duty to mitigate

A party must take all reasonable steps open to it to mitigate the effects of an Event of Default.

16.6. Remedies exercised under this clause 16 do not prejudice any other rights a Party may have

Any remedy exercised under this clause 16 is without prejudice to any other rights a Party may have under this Agreement or otherwise at law (including the right to seek interlocutory relief and specific performance).

17. PARTY DISPUTES

17.1. Avoiding Party Disputes

The Parties agree that they will each make every effort to ensure that Party Disputes do not arise and that if a Party Dispute does arise the Parties will make every reasonable effort to resolve the Party Dispute informally and before recourse to this clause 17.

17.2. No Court proceedings

If a Party Dispute arises a Party must comply with this clause 17 before commencing court proceedings (except proceedings for urgent interlocutory relief).

17.3. Notification

A Party claiming a Party Dispute has arisen must give the other Party notice setting out the details of the Party Dispute, including any documentary evidence of the Party Dispute.

17.4. Parties to resolve Party Dispute

During the 20 Business Days after a notice is given under clause 17.3 (or longer period if the Parties agree in writing), each Party must use reasonable endeavours to resolve the Party Dispute. If the Parties cannot resolve the Party Dispute within that period, either Party may request that the Party Dispute be referred to a mediator and, if a Party so requests, the Party Dispute must be referred to mediation in accordance with clause 17.5.

17.5. Mediation

- (a) The Parties must seek to agree on the appointment of an independent mediator with relevant experience. If the Parties cannot agree on a mediator within 5 Business Days after a request under clause 17.4 either Party may request the Chair of the Resolution Institute to appoint a mediator and the Parties must accept that appointment.
- (b) The role of the mediator is to assist in negotiating a resolution of the Party Dispute. A mediator may not make a binding decision on a Party to the Party Dispute except if the Party agrees in advance in writing.
- (c) Any information or documents disclosed by a Party under this clause 17.5:
 - (i) must be kept confidential; and
 - (ii) may only be used to attempt to resolve the Party Dispute.

- (d) Each Party must pay its own costs of complying with this clause 17.5. The Parties must pay the costs of any mediator equally.
- (e) The Parties will engage in the mediation process in good faith and in an open and conciliatory manner, taking into account any cultural or customary concerns or considerations with a view to reaching a mutually acceptable compromise to the Dispute.
- (f) If the Parties fail to achieve a resolution of the Party Dispute by mediation within 20 Business Days of the appointment of a mediator under this clause, or such further time as is agreed by the Parties, either Party may take such action as it considers appropriate, including (subject to clause 17.5(g)) commencing legal proceedings.
- (g) If a Party breaches clause 17.3, clause 17.4 or clause 17.5, the other Party does not have to comply with those clauses in relation to the Party Dispute before commencing legal proceedings.

18. CONFIDENTIALITY

18.1. Between Parties

- (a) Subject to clause 18.1(b) and clause 18.1(c), all information disclosed by one Party (**Disclosing Party**) to another Party (**Receiving Party**) during negotiations leading up to executing this Agreement and during the term of this Agreement, that is identified by the Disclosing Party as confidential, is confidential and must be kept confidential and shall not be disclosed except as permitted by this clause 18 (**Parties' Confidential Information**).
- (b) The following information is not Parties' Confidential Information:
 - (i) information that the Receiving Party, prior to disclosure, already knew or created (whether alone or jointly with any third person) independently of the Disclosing Party; or
 - (ii) information that is public knowledge (otherwise than as a result of a breach of confidentiality by the Receiving Party or any of its permitted disclosees).
- (c) Each Party agrees that Culturally Sensitive Information is Parties' Confidential Information whether or not it meets the requirements of clause 18.1(a).

18.2. Between Members of the Joint Management Body

- (a) Subject to clause 18.2(b) and clause 18.2(c), all information disclosed by a Member of the Joint Management Body (**Disclosing Party**) to another Member of the Joint Management Body (**Receiving Party**) during the term of this Agreement and operation of the Joint Management Body, that is identified by the Disclosing Party as confidential, is confidential and must be kept confidential and will not be disclosed except as permitted by this clause 18 (**Joint Management Body's Confidential Information**).
- (b) Subject to clause 18.1(c), the following information is not Joint Management Body's Confidential Information:

- (i) information that the Receiving Party, prior to disclosure, already knew or created (whether alone or jointly with any third person) independently of the Disclosing Party; or
 - (ii) information that is public knowledge (otherwise than as a result of a breach of confidentiality by the Receiving Party or any of its permitted disclosees).
- (c) Culturally Sensitive Information is Joint Management Body's Confidential Information whether or not it meets the requirements of clause 18.2(b)(i) or clause 18.2(b)(ii).

18.3. Permitted disclosure

Subject to clause 18.4, a Receiving Party may disclose Confidential Information:

- (a) if it has the prior written consent of the Disclosing Party;
- (b) to the extent required by Law or applicable securities regulation or rule;
- (c) to the extent that the information is reasonably necessary for any processes or applications under any Law or related to any approvals under or in accordance with this Agreement;
- (d) in connection with any dispute or litigation concerning this Agreement or its subject matter;
- (e) to the Receiving Party's members, agents, officers, employees, advisers and consultants insofar as such disclosure is reasonably necessary for the purposes of this Agreement;
- (f) to the Receiving Party's auditors, financiers, and related bodies corporate insofar as such disclosure is reasonably necessary for the purposes of this Agreement;
- (g) to a proposed assignee of a Party's interest under this Agreement; and
- (h) if a State Party is required to disclose the Confidential Information to any parliamentary body, Minister or governmental entity, including, without limitation, disclosure in response to parliamentary questions, ministerial inquiries and inquiries conducted by or on behalf of the Auditor-General of the State of Western Australia.

18.4. Disclosure requirements

Before making any disclosure to a person under clause 18.3, the Receiving Party must:

- (a) in each case, inform the entity or person to whom the Confidential Information is being disclosed of the Receiving Party's obligations under this Agreement;
- (b) in the case of a disclosure under clause 18.3(b), 18.3(c) or 18.3(d), notify the Disclosing Party and give that Party a reasonable opportunity to take any steps that that Party considers necessary to protect the confidentiality of that information; and

- (c) in the case of a disclosure to a person or entity under clause 18.3(g), procure that the person or entity executes a deed with the Disclosing Party, in such form acceptable to the Disclosing Party (acting reasonably), imposing on the person or entity an undertaking of confidentiality having substantially similar effect as clause 18 of this Agreement.

18.5. Party may seek injunction

The Parties acknowledge that:

- (a) they are aware that any breach of this clause 18 may result in the other Party suffering loss or damage, for which monetary damages may not be an adequate remedy; and
- (b) in the event of a suspected or actual breach of this clause 18 or any obligation of confidentiality under this Agreement, any adversely affected Party is entitled to seek and obtain injunctive relief or an order for specific performance of the terms of this clause 18.

18.6. No waiver or transfer of intellectual property rights

Disclosure of Confidential Information in connection with this Agreement does not waive or transfer any intellectual property rights in that Confidential Information held by a Disclosing Party.

19. TERM AND TERMINATION

19.1. Term

Subject to clause 19.2, this Agreement remains in force from the Commencement Date for as long as the Management Plan remains in force.

19.2. Termination

- (a) This Agreement shall terminate in the following circumstances, whichever is the sooner:
 - (i) the Management Plan expires and a new plan is substituted for it; or
 - (ii) the Management Plan is revoked and a new plan is substituted for it; or
 - (iii) a new Agreement is substituted for this Agreement; or
 - (iv) the Management Plan is amended so that joint management is no longer required.
- (b) In the circumstances outlined in clause 19.2(a)(i) and clause 19.2(a)(ii), the CEO shall attach a new joint management agreement, identical to this Agreement or this Agreement varied as agreed by the parties, to the new plan for the purposes of section 56A(3) of the CALM Act, unless the new plan does not require joint management.
- (c) If the CALM Act is amended to provide, in effect, that a joint management agreement does not have to be signed each time a new management plan is substituted for an existing management plan, then this Agreement shall continue until:

- (i) the Management Plan is amended so that joint management is no longer required; or
- (ii) a new Agreement is substituted for it.

20. INTELLECTUAL PROPERTY

No change of ownership which may exist in any Party's intellectual property will occur by its being made available to the Joint Management Body, the Department, the State, Warnpurru AC or any other party under this Agreement.

21. 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.

22. ACTS BY STATE – NO FETTER UPON DISCRETION

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

23. NO ASSIGNMENT WITHOUT CONSENT

Warnpurru AC may not assign or otherwise dispose of its rights, title, obligations and interests under this Agreement without the consent of the CEO.

24. FORCE MAJEURE AND ABORIGINAL CULTURAL BUSINESS

- (a) If because of Force Majeure or Aboriginal Cultural Business a Party becomes wholly or partly unable to perform any of its obligations under the Agreement, then the Agreement shall continue and remain in force subject to this clause.
- (b) The Party affected by Force Majeure or Aboriginal Cultural Business shall not be in default in respect of the obligation that it is unable to perform for as long as such Force Majeure or Aboriginal Cultural Business continues, and the time within which that Party is required to perform any work or satisfy any obligation shall be extended by a period equivalent to that during which such prevention or delay continues, provided that:
 - (i) the cause of the Force Majeure as far as possible shall be remedied as soon as is reasonably practicable by the affected Party;
 - (ii) Aboriginal Cultural Business is attended to by a Member as soon as is reasonably practicable; and
 - (iii) no Party shall be required to settle any strike, lockout, or other industrial disturbance on terms that it does not regard as satisfactory.
- (c) The Party affected by any event of Force Majeure or Aboriginal Cultural Business shall:
 - (i) as soon as is reasonably practicable give notice to the other Parties of the occurrence of such event and the likely period of delay. The notice must:

- (A) specify the obligations it cannot perform;
 - (B) fully describe the Force Majeure or Aboriginal Cultural Business;
 - (C) estimate the time during which the Force Majeure or Aboriginal Cultural Business will continue; and
 - (D) specify the measures proposed to be adopted to remedy or abate the Force Majeure or the reasonable steps that will be taken to attend to the Aboriginal Cultural Business;
- (ii) as soon as reasonably practicable give notice of the cessation of the delay caused by the Force Majeure or Aboriginal Cultural Business; and
- (iii) take all action reasonably practicable to mitigate any loss suffered by the other Party as a result of its failure to carry out its obligations under this Agreement.
- (d) If the Force Majeure or Aboriginal Cultural Business cannot be overcome within three months, either Party may, by notice to the other Party, suspend the performance of its obligations and the affected Party's rights under this Agreement until the Force Majeure or Aboriginal Cultural Business has ceased.

25. GENERAL

25.1. Governing law and jurisdiction

- (a) This Agreement is governed by the law applicable in the State.
- (b) Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia.

25.2. Severance

If any provision of this Agreement is void, voidable by either Party, unenforceable or illegal according to the law in force in the State, it shall be read down so as to be valid and enforceable or, if it cannot be so read down, the provision (or where possible the offending words) shall be severed from the Agreement to the extent necessary unless it would materially change the intended effect and objectives of the Agreement.

25.3. Election and waiver

A right or power under this Agreement shall only be deemed to be waived by notice in writing, signed by the Party waiving the right or power, and:

- (a) no other conduct of a Party (including a failure to exercise, a delay in exercising or a partial exercise of a right or power or any forbearance or indulgence granted by one Party to another Party in respect of a right or power) operates as a waiver of the right or power or otherwise prevents the exercise of that right or power;
- (b) a waiver of a right or power on one or more occasions by a Party does not operate as a waiver of that right or power if it arises again in the future or prejudices that Party's other rights or powers or future rights or powers in respect of the right or power waived; and

- (c) the exercise of a right or power does not prevent any further exercise of that right or power or of any other right or power.

25.4. Survival

Clauses 1, 17, 18, 19.2(b), 19.2(c), 25 (except 25.3) and 26 survive termination of this Agreement.

26. NOTICE

Each notice or other communication given under this Agreement:

- (a) shall be in writing;
- (b) shall be delivered to the intended recipient by prepaid post or by hand, by fax or as an attachment to an email to the address below or the address last notified by the intended recipient to the sender:

CEO: Chief Executive Officer
Department of Conservation Biodiversity
17 Dick Perry Avenue
Technology Park, Western Precinct
KENSINGTON WA 6151
Facsimile: (08) 9021 7831
Email: nigel.wessels@dbca.wa.gov.au

Warnpurru AC: Contact Person
Warnpurru (Aboriginal Corporation) (ICN 8979)
c/- 76 Wittenoom Street
EAST PERTH WA 6004
Facsimile: (08) 9425 2001
Email: contact@warnpurru.org.au

- (c) will be taken to be duly given or made:
- (i) in the case of delivery in person, when delivered; and
- (ii) in the case of delivery by post, seven days after the date of posting;
- (iii) in the case of facsimile, on receipt by the sender of a transmission report from the despatching machine showing the relevant number of pages and the correct destination facsimile machine number of the recipient and indicating that the transmission has been made without error; and
- (iv) in the case of email, at the time of receipt determined in accordance with the *Electronic Transactions Act 2011* (WA),

but if the result is that a notice would be taken to be given or made on a day that is not a Business Day in the place to which the notice is sent or at a time that is later than 4.00pm WST, it will be taken to have been duly given or made at 8.30am WST on the next Business Day.

EXECUTION

Executed by the Parties as an agreement.

The common seal of the)
CONSERVATION AND LAND)
MANAGEMENT EXECUTIVE BODY)
was hereunto affixed by the Chief)
Executive Officer in accordance with)
section 38 of the *Conservation and Land*)
Management Act 1984 in the presence of:

Signature of Chief Executive Officer

Name of Chief Executive Officer

Date

EXECUTED by **WARNPURRU**)
(ABORIGINAL CORPORATION))
(ICN 8979) pursuant to section 99-5)
of the *Corporations (Aboriginal and*)
Torres Strait Islander) Act 2006 (Cth))
by:)

Director (signature)

Director (signature)

Name (please print)

Name (please print)

Date

Date