

## **TJIWARL PALYAKUWA (AGREEMENT)**

### **SCHEDULE 3**

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#### **Terms of Reference**

Item A – Implementation Committee

Item B – Research and Development Working Group

Item C – Economic Empowerment Working Group

## **Item A – Implementation Committee**

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The following Terms of Reference for the Implementation Committee is provided for the purpose of clause 9.2 of the Tjiwarl Palyakuwa (Agreement).

**TJIWARL PALYAKUWA (AGREEMENT)**

**TERMS OF REFERENCE**

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Implementation Committee

## 1. Background

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- (a) In accordance with clause 9.2 of the Agreement, the Parties have agreed to establish the Implementation Committee to:
  - (i) oversee and facilitate the delivery of the commitments and processes provided in the Agreement; and
  - (ii) foster open and regular communication between the State and Tjiwarl AC with respect to the Agreement, including to provide Tjiwarl with an opportunity to raise issues at the highest levels of Government.
- (b) This document sets out the Terms of Reference for the Implementation Committee.
- (c) All capitalised terms are as defined in the Agreement.

## 2. Aim and Purpose

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The aim and purpose of the Implementation Committee is to:

- (a) work collaboratively to oversee, facilitate and implement the Agreement in a manner which meets the Parties' shared and individual objectives in a spirit of partnership;
- (b) foster regular and open communication between the Parties regarding the various matters arising under this Agreement to promote its effective implementation;
- (c) build an on-going and long term relationship between the Parties;
- (d) provide a forum to address any issues or opportunities which the Parties may want to raise relating to the implementation of the Agreement;
- (e) conduct reviews of the Agreement pursuant to clause 19 of the Agreement;
- (f) resolve Disputes in relation to the Agreement in accordance with clause 23 of the Agreement; and
- (g) achieve the objectives of these Terms of Reference.

### 3. Membership and Attendees

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#### 3.1 Members

- (a) The members of the Implementation Committee are as follows:

Name	Role
Tjiwarl AC	2 Members and a Co-Chair
Department of the Premier and Cabinet	Member and Co-Chair
Department of Planning, Lands and Heritage	Member
Department of Biodiversity, Conservation and Attractions	Member
Department of Mines, Industry Regulation and Safety	Member
Department of Primary Industry and Regional Development	Member
Department of Water and Environmental Regulation	Member
Department of Education	Member
Department of Communities	Member
Department of Jobs, Tourism, Science and Innovation	Member
Department of Local Government, Sport and Cultural Industries	Member
Department of Treasury	Member
Department of Finance	Member
Western Australian Museum	Member
Goldfields-Esperance Development Commission	Member
Main Roads Department	Member

- (b) For the avoidance of doubt, a reference to the above government departments, statutory authorities, organisations or bodies includes any successors to, or bodies subsequently carrying out the relevant activity or function of, the above government departments, statutory authorities, organisations or bodies.
- (c) The members nominated by the above government departments must be persons who have the regular day to day responsibility and appropriate seniority for the matters considered

by this committee. There is an expectation that all members of the Implementation Committee will attend all meetings of the Implementation Committee or provide an appropriate proxy.

### **3.2 Co-Chairs**

The Implementation Committee will be co-chaired by a Tjiwarl Director nominated by Tjiwarl AC and a representative nominated by the State from the Department of the Premier and Cabinet (DPC) (the **Co-Chairs**).

### **3.3 Non Member Attendees**

- (a) The Co-Chairs may, as required from time to time, invite any person with specialist knowledge, experience or responsibility relevant to the priorities and objectives of the Implementation Committee, including representatives of other State agencies, to attend meetings of the Implementation Committee.
- (b) All non-member attendees will be provided with a copy of these Terms of Reference in advance of attending a meeting of the Implementation Committee.

## **4. Meetings**

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### **4.1 Attendance & Quorum**

- (a) The members agree that, for a meeting of the Implementation Committee to proceed, the following members must be present:
  - (i) the Co-Chairs; and
  - (ii) at least four other members, including at least one representative from the State and one representative from Tjiwarl AC.
- (b) Any member may participate in a meeting through electronic communications, videoconferencing, teleconferencing or other available technology which allows the members to communicate simultaneously. Participation in a meeting through any such form of electronic communication technology constitutes presence in person at the meeting, however physical attendance is preferred.

## 4.2 Meeting Agenda

- (a) DPC, in consultation with Co-Chairs, will circulate a:
  - (i) draft meeting agenda 10 Business Days prior to a meeting; and
  - (ii) finalised agenda and papers 5 Business Days prior to the meeting.
- (b) The Co-Chairs may choose to allow additional items to be added to the agenda after the finalised agenda has been circulated by written notice to members of the Implementation Committee.

## 4.3 Frequency and Location of Meetings

- (a) Unless otherwise agreed between the members at a meeting of the Implementation Committee, the Implementation Committee will meet on dates to be agreed by the Co-Chairs:
  - (i) every month during the first two years following the Conclusive Registration Date; and
  - (ii) at least every six months during the Term of the Agreement.
- (b) The Implementation Committee will review their commitment and timing for ongoing meetings on the second anniversary of the Conclusive Registration Date and every four years thereafter during the Term of the Agreement. Following each review, the Implementation Committee will provide an update to the Parties as to the commitment and timing for ongoing meetings.
- (c) Meetings of the Implementation Committee are to be convened in Perth or at a location nominated by Tjiwarl AC as far as is practicable.

## 4.4 Costs

Members and attendees of the Implementation Committee will each bear their own costs of attendance, including travel and accommodation as required.

## 4.5 Resolutions

- (a) The Implementation Committee is not a decision making body. It is advisory body that provides a forum for collaboration and engagement between Tjiwarl AC and the State. The

proceedings of the Implementation Committee do not have any power to bind or fetter Tjiwarl AC or the State.

- (b) No resolution will be communicated as advice or recommendations of the Implementation Committee unless approved by consensus of the Implementation Committee.
- (c) Any matters of procedure or membership of the Implementation Committee will be determined by the Co-Chairs.

## **5. Roles and Obligations**

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### **5.1 Co-Chair Responsibilities**

The Co-Chairs' responsibilities include, but are not limited to:

- (a) ensuring the meetings are run in a respectful and culturally appropriate way;
- (b) ensuring all members have opportunities to participate and contribute to the meeting;
- (c) inviting non-member attendees to meetings to provide technical or other advice and assistance, if and when required;
- (d) guiding the meeting according to the agenda and the time available; and
- (e) ensuring all discussion items end with an action or outcome, when required.

### **5.2 Administrative Support**

- (a) Administrative support for the Implementation Committee meetings will be provided by DPC and all costs associated with the provision of that administrative support will be met by DPC.
- (b) Appropriate records of the Implementation Committee will be maintained in accordance with DPC's obligations under the *State Records Act 2000* (WA) and the *Public Sector Management Act 1994* (WA). These may include:
  - (i) general correspondence with members;
  - (ii) documents and papers circulated for review or comment;
  - (iii) feedback and comments received from members;
  - (iv) records of discussions, meetings or teleconferences, including meeting minutes, papers and agendas; and
  - (v) communiqués (as required and as agreed in writing between the Co-Chairs).

### **5.3 Conduct of members**

All members of the Implementation Committee will:

- (a) consider the agenda papers before any meeting;
- (b) carry out allocated action items within the required timeframe; and
- (c) act with integrity, courtesy and respect.

### **5.4 Conflict of Interest**

All members of the Implementation Committee will:

- (a) declare any potential, perceived or actual conflict of interest in writing or verbally to the Co-Chairs, at the beginning of the meeting or agenda item;
- (b) remove themselves from any deliberations where such conflicts of interest arise, unless it is decided by the Co-Chairs that the member need not remove themselves;
- (c) ensure any potential, perceived or actual conflict of interest and any action taken in response is recorded in the minutes of meeting; and
- (d) have regard to the principles set out in the WA Public Sector Commission's Good Governance Guide - Conflicts of Interest.

### **5.5 Confidentiality**

- (a) All members are bound by the confidentiality requirements of:
  - (i) the Agreement; and
  - (ii) the organisation that they represent on the Implementation Committee.
- (b) Members should identify sensitive or confidential items as they arise when meeting agendas are being prepared and/or during meetings. Members will agree the appropriate treatment of this information on a case by case basis.

## **6. Communications and Reporting**

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### **6.1 General Communications**

- (a) To ensure members have all relevant information for the Implementation Committee, DPC will, from time to time, update and confirm the contact list for the members of the Implementation Committee.

- (b) Any other information required by the members of the Implementation Committee will be provided within the agreed timeframe at the time of request.

## **6.2 Minutes of Meetings**

- (a) DPC will provide the minutes of each meeting to the members of the Implementation Committee via email no later than 20 Business Days after each Implementation Committee meeting.
- (b) Members will be given an opportunity to correct and confirm the minutes as the first agenda item at the next subsequent meeting of the Implementation Committee.

## **6.3 Reporting**

DPC will, as required, report on the progress of matters before the Implementation Committee to:

- (a) members of the Implementation Committee by way of update;
- (b) other agencies across State government where required to support the outcomes of the Implementation Committee or the Agreement; and
- (c) the Parties to the Agreement where required or reasonably requested.

## **7. Amendment of the Terms of Reference**

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These Terms of Reference may only be amended by unanimous agreement of the members of the Implementation Committee. The Co-Chairs must, within 15 Business Days of any amendment to these Terms of Reference, provide the Parties with a copy of the amended Terms of Reference.

## **Item B – Research and Development Working Group**

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The following Terms of Reference for the Research and Development Working Group is provided for the purpose of clause 9.3 of the Tjiwarl Palyakuwa (Agreement).

**TJIWARL PALYAKUWA (AGREEMENT)**

**TERMS OF REFERENCE**

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Research and Development Working Group

## 1. Background

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- (a) In accordance with clause 9.3 of the Agreement, the Parties have agreed to establish the Research and Development Working Group to:
  - (i) oversee the delivery of the commitments and processes provided in clauses 9.3, 10.4, 11 and 12 of the Agreement; and
  - (ii) foster open and regular communication between the State and Tjiwarl AC with respect to the Agreement.
- (b) This document sets out the Terms of Reference for the Research and Development Working Group.
- (c) All capitalised terms are as defined in the Agreement

## 2. Aim and Purpose

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The aim and purpose of the Research and Development Working Group is to work collaboratively to:

- (a) facilitate Tjiwarl AC to manage the expenditure of the Research and Development Funding in accordance with Tjiwarl AC policies and directions;
- (b) report on, and provide feedback about, the expenditure of the Research and Development Funding and any Proposed Research and Development Activities which may be undertaken;
- (c) allow Tjiwarl AC to benefit from the State's knowledge in relation to potential Proposed Research and Development Activities;
- (d) identify opportunities for the State's support of potential Proposed Research and Development Activities;
- (e) identify additional sources of funding (or funding partners), and non-monetary support, and secure third party investments for the Proposed Research and Development Activities and potential Proposed Research and Development Opportunities from time to time;
- (f) to establish sub-groups for focus areas identified by the Research and Development Working Group;

- (g) facilitate the commitments made in clause 11 of the Agreement with respect to:
  - (i) jointly approaching relevant Local Governments to erect appropriate signage in Tjiwarl Country;
  - (ii) proposals to name, or rename, places within Tjiwarl Country;
  - (iii) the identification and approach to the ongoing co-custodial management of the Tjiwarl Cultural Materials held within WA Museum collections; and
  - (iv) the exploration of how information about Tjiwarl People's language, history and culture can be incorporated into regional schools attended by Tjiwarl People;
- (h) facilitate the commitments made in clause 12 of the Agreement with respect to Tjiwarl People's aspirations in respect of Tjiwarl Cultural and Intellectual Property, including:
  - (i) jointly developing an agreed process for the management of any Tjiwarl Cultural and Intellectual Property which is created as a result of the Agreement; and
  - (ii) identifying opportunities for the State to support Tjiwarl AC's aspirations in respect to the creation of a framework for the use, transfer, protection and recording of Tjiwarl Cultural and Intellectual Property; and
- (i) achieve the objectives of these Terms of Reference.

### **3. Membership and Attendees**

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#### **3.1 Members**

The members of the Research and Development Working Group are up to four persons nominated by Tjiwarl AC and no less than two persons nominated the Department of the Premier and Cabinet (DPC) (the **Co-Chairs**).

#### **3.2 Co-Chairs**

The Research and Development Working Group will be co-chaired by a Tjiwarl Director nominated by Tjiwarl AC and a representative from DPC nominated by the State.

#### **3.3 Non Member Attendees**

- (a) The Co-Chairs may, as required from time to time, invite any person with specialist knowledge, experience or responsibility relevant to the priorities and objectives of the

Research and Development Working Group, including representatives of other State agencies, to attend meetings of the Research and Development Working Group.

- (b) All non-member attendees will be provided with a copy of these Terms of Reference in advance of attending a meeting of the Research and Development Working Group.

## **4. Meetings**

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### **4.1 Attendance & Quorum**

- (a) There is an expectation that all members of the Research and Development Working Group will attend all meetings of the Research and Development Working Group.
- (b) The members agree that, for a meeting of the Research and Development Working Group to proceed the following members must be present:
  - (i) the Co-Chairs;
  - (ii) at least 1 other DPC representative; and
  - (iii) at least 1 other Tjiwarl AC representative.
- (c) Any member may participate in a meeting through electronic communications, videoconferencing, teleconferencing or other available technology which allows the members to communicate simultaneously. Participation in a meeting through any such form of electronic communication technology constitutes presence in person at the meeting, however physical attendance is preferred.

### **4.2 Meeting Agenda**

- (a) DPC, in consultation with the Chair, will circulate a:
  - (i) draft meeting agenda 10 Business Days prior to a meeting; and
  - (ii) finalised agenda and papers 5 Business Days prior to the meeting.
- (b) The Co-Chairs may choose to allow additional, urgent items to be added to the agenda after the finalised agenda has been circulated by written notice to members of the Research and Development Working Group.

### **4.3 Frequency and Location of Meetings**

- (a) Unless otherwise agreed between the members at a meeting of the Research and Development Working Group, the Research and Development Working Group will meet:
  - (i) quarterly during the first two years following the Conclusive Registration Date on dates to be agreed by the Co-Chairs; and
  - (ii) on dates and at a frequency to be agreed by the Co-Chairs thereafter during the Term of the Agreement but no less than one during each subsequent year.
- (b) The Research and Development Working Group will review their commitment and timing for ongoing meetings on the second anniversary of the Conclusive Registration Date and from time to time thereafter as agreed by the Co-Chairs. Following each review, the Co-Chairs must provide an update to the Implementation Committee as to the commitment and timing for ongoing meetings.
- (c) Meetings of the Research and Development Working Group are to be convened in Perth or at a location nominated by Tjiwarl AC as far as is practicable.

### **4.4 Costs**

Members and attendees of the Research and Development Working Group will each bear their own costs of attendance, including travel and accommodation as required.

### **4.5 Resolutions**

- (a) The Research and Development Working Group is not a decision making body. It is advisory body that provides a forum for collaboration and engagement between Tjiwarl AC and the State. The proceedings of the Research and Development Working Group do not have any power to bind or fetter Tjiwarl AC or the State.
- (b) No resolution will be communicated as advice or recommendations of the Research and Development Working Group unless approved by consensus of the Research and Development Working Group
- (c) Any matters of procedure or membership of the Research and Development Working Group will be determined by the Co-Chairs.

## 5. Roles and Obligations

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### 5.1 Co-Chair Responsibilities

The Co-Chairs' responsibilities include, but are not limited to:

- (a) ensuring the meetings are run in a respectful and culturally appropriate way;
- (b) ensuring all members have opportunities to participate and contribute to the meeting;
- (c) inviting non-member attendees to meetings to provide technical or other advice and assistance, if and when required;
- (d) guiding the meeting according to the agenda and the time available; and
- (e) ensuring all discussion items end with an action or outcome, when required.

### 5.2 Administrative Support

- (a) Administrative support for the Research and Development Working Group meetings will be provided by DPC and all costs associated with the provision of that administrative support will be met by DPC.
- (b) Appropriate records of the Research and Development Working Group will be maintained in accordance with DPC's obligations under the *State Records Act 2000* (WA) and the *Public Sector Management Act 1994* (WA). These may include:
  - (i) general correspondence with members;
  - (ii) documents and papers circulated for review or comment;
  - (iii) feedback and comments received from members;
  - (iv) records of discussions, meetings or teleconferences, including meeting minutes, papers and agendas; and
  - (v) communiqués (as required and as agreed in writing between the Co-Chairs).

### 5.3 Conduct of members

All members of the Research and Development Working Group will:

- (a) consider the agenda papers before any meeting;
- (b) carry out allocated action items within the required timeframe; and
- (c) act with integrity, courtesy and respect.

## **5.4 Conflict of Interest**

All members of the Research and Development Working Group will:

- (a) declare any potential, perceived or actual conflict of interest in writing or verbally to the Co-Chairs, at the beginning of the meeting or agenda item;
- (b) remove themselves from any deliberations where such conflicts of interest arise, unless it is decided by the Co-Chairs that the member need not remove themselves;
- (c) ensure any potential, perceived or actual conflict of interest and any action taken in response is recorded in the minutes of meeting; and
- (d) have regard to the principles set out in the WA Public Sector Commission's Good Governance Guide - Conflicts of Interest.

## **5.5 Confidentiality**

- (a) All members are bound by the confidentiality requirements of:
  - (i) the Agreement; and
  - (ii) the organisation that they represent on the Research and Development Working Group.
- (b) Members should identify sensitive or confidential items as they arise when meeting agendas are being prepared and/or during meetings. Members will agree the appropriate treatment of this information on a case by case basis.

## **6. Communications and Reporting**

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### **6.1 General Communications**

- (a) To ensure members have all relevant information for the Research and Development Working Group, DPC will, from time to time, update and confirm the contact list for the members of the Research and Development Working Group.
- (b) Any other information required by the members of the Research and Development Working Group will be provided within the agreed timeframe at the time of request.

## 6.2 Minutes of Meetings

- (a) DPC will provide the minutes of each meeting to the members of the Research and Development Working Group via email no later than 20 Business Days after each Research and Development Working Group meeting.
- (b) Members will be given an opportunity to correct and confirm the minutes as the first agenda item at the next subsequent meeting of the Research and Development Working Group.

## 6.3 Reporting

DPC will, as required, report on the progress of matters before the Research and Development Working Group to:

- (a) members of the Research and Development Working Group by way of update;
- (b) other agencies across State government where required to support the outcomes of the Research and Development Working Group or the Agreement; and
- (c) the Implementation Committee prior to each Implementation Committee meeting or as otherwise requested by the Implementation Committee.

## 7. Amendment of the Terms of Reference

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- (a) These Terms of Reference may only be amended:
  - (i) by the unanimous agreement of the members of the Research and Development Working Group; and
  - (ii) where the Implementation Committee has endorsed the amendment agreed by the Research and Development Working Group.
- (b) The Co-Chairs must, within 15 Business Days of any amendment to these Terms of Reference being agreed to by the Research and Development Working Group, provide the Implementation Committee with a copy of the proposed amended Terms of Reference for its consideration.

**Item C – Economic Empowerment Working Group**

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The following Terms of Reference for the Economic Empowerment Working Group is provided for the purpose of clause 9.4 of the Tjiwarl Palyakuwa (Agreement).

**TJIWARL PALYAKUWA (AGREEMENT)**

**TERMS OF REFERENCE**

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Economic Empowerment Working Group

## 1. Background

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- (a) In accordance with clause 9.4 of the Agreement, the Parties have agreed to establish the Economic Empowerment Working Group to:
  - (i) oversee the delivery of the commitments and processes provided in clauses 9.4, 10.5, and 13 of the Agreement; and
  - (ii) foster open and regular communication between the State and Tjiwarl AC with respect to the Agreement.
- (b) This document sets out the Terms of Reference of the Economic Empowerment Working Group.
- (c) All capitalised terms are as defined in the Agreement

## 2. Aim and Purpose

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The aim and purpose of Economic Empowerment Working Group is to work collaboratively to:

- (a) facilitate Tjiwarl AC to manage the expenditure of the Economic Empowerment Funding in accordance with Tjiwarl AC policies and directions;
- (b) report on, and provide feedback about, the expenditure of the Economic Empowerment Funding and any Proposed Economic Development Activities which may be undertaken;
- (c) identify opportunities for the State's support of potential Proposed Economic Development Activities;
- (d) identify additional sources of funding (or funding partners), and non-monetary support, and secure third party investments for the Proposed Economic Development Activities and any other potential economic empowerment opportunities for Tjiwarl People;
- (e) facilitate the commitments made in clause 13 of the Agreement with respect to:
  - (i) supporting Tjiwarl People's and Tjiwarl Business participation in projects being developed on Tjiwarl Country;
  - (ii) supporting Tjiwarl Businesses and economic opportunities for Tjiwarl People and Tjiwarl Businesses; and
  - (iii) identifying future carbon and sandalwood opportunities for Tjiwarl People and Tjiwarl Businesses;

- (f) share knowledge in relation to potential economic empowerment opportunities for Tjiwarl People and Tjiwarl Businesses; and
- (g) achieve the objectives of these Terms of Reference.

### **3. Membership and Attendees**

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#### **3.1 Members**

The members of the Economic Empowerment Working Group are:

- (a) up to four persons nominated by Tjiwarl AC;
- (b) no less than three persons nominated in total by:
  - (i) the Department of the Premier and Cabinet (**DPC**);
  - (ii) the Department of Primary Industry and Regional Development; and
  - (iii) the Goldfields-Esperance Development Commission,being persons who have the day to day responsibility and appropriate seniority for the matters considered by the Economic Empowerment Working Group

#### **3.2 Co-chairs**

The Economic Empowerment Working Group will be co-chaired by a Tjiwarl Director nominated by Tjiwarl AC and a representative nominated by the State (the **Co-Chairs**).

#### **3.3 Non Member Attendees**

- (a) The Co-Chairs may, as required from time to time, invite any person with specialist knowledge, experience or responsibility relevant to the priorities and objectives of the Economic Empowerment Working Group, including representatives of other State agencies, to attend meetings of the Economic Empowerment Working Group.
- (b) All non-member attendees will be provided with a copy of these Terms of Reference in advance of attending a meeting of the Economic Empowerment Working Group.

## **4. Meetings**

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### **4.1 Attendance & Quorum**

- (a) There is an expectation that all members of the Economic Empowerment Working Group will attend all meetings of the Economic Empowerment Working Group.
- (b) The members agree that, for a meeting of the Economic Empowerment Working Group to proceed the following members must be present:
  - (i) the Co-Chairs;
  - (ii) at least 2 other State representatives; and
  - (iii) at least 1 other Tjiwarl AC representative.
- (c) Any member may participate in a meeting through electronic communications, videoconferencing, teleconferencing or other available technology which allows the members to communicate simultaneously. Participation in a meeting through any such form of electronic communication technology constitutes presence in person at the meeting, however physical attendance is preferred where practicable.

### **4.2 Meeting Agenda**

- (a) The State, in consultation with the Chair, will circulate a:
  - (i) draft meeting agenda 10 Business Days prior to a meeting; and
  - (ii) finalised agenda and papers 5 Business Days prior to the meeting.
- (b) The Co-Chairs may choose to allow additional items to be added to the agenda after the finalised agenda has been circulated by written notice to members of the Economic Empowerment Working Group.

### **4.3 Frequency and Location of Meetings**

- (a) Unless otherwise agreed between the members at a meeting of the Economic Empowerment Working Group, the Economic Empowerment Working Group will meet:
  - (i) quarterly during the first two years following the Conclusive Registration Date on dates to be agreed by the Co-Chairs; and
  - (ii) on dates and at a frequency to be agreed by the Co-Chairs thereafter during the Term of the Agreement but no less than once each subsequent year.

- (b) The Economic Empowerment Working Group will review their commitment and timing for ongoing meetings on the second anniversary of the Conclusive Registration Date and from time to time thereafter as agreed by the Co-Chairs. Following each review, the Co-Chairs must provide an update to the Implementation Committee as to the commitment and timing for ongoing meetings.
- (c) Meetings of the Economic Empowerment Working Group are to be convened in Perth or at a location nominated by Tjiwarl AC as far as is practicable.

#### **4.4 Costs**

Members and attendees of the Economic Empowerment Working Group will each bear their own costs of attendance, including travel and accommodation as required.

#### **4.5 Resolutions**

- (a) The Economic Empowerment Working Group is not a decision making body. It is advisory body that provides a forum for collaboration and engagement between Tjiwarl AC and the State. The proceedings of the Economic Empowerment Working Group do not have any power to bind or fetter Tjiwarl AC or the State.
- (b) No resolution will be communicated as advice or recommendations of the Economic Empowerment Working Group unless approved by consensus of the Economic Empowerment Working Group.
- (c) Any matters of procedure or membership of the Economic Empowerment Working Group will be determined by the Co-Chairs.

### **5. Roles and Obligations**

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#### **5.1 Co-Chair Responsibilities**

The Co-Chair's responsibilities include, but are not limited to:

- (a) ensuring the meetings are run in a respectful and culturally appropriate way;
- (b) ensuring all members have opportunities to participate and contribute to the meeting;
- (c) inviting non-member attendees to meetings to provide technical or other advice and assistance, if and when required;

- (d) guiding the meeting according to the agenda and the time available; and
- (e) ensuring all discussion items end with an action or outcome, when required.

## **5.2 Administrative Support**

- (a) Administrative support for the Economic Empowerment Working Group meetings will be provided by the State and all costs associated with the provision of that administrative support will be met by the State.
- (b) Appropriate records of the Economic Empowerment Working Group will be maintained in accordance with the State's obligations under the *State Records Act 2000* (WA) and the *Public Sector Management Act 1994* (WA). These may include:
  - (i) general correspondence with members;
  - (ii) documents and papers circulated for review or comment;
  - (iii) feedback and comments received from members;
  - (iv) records of discussions, meetings or teleconferences, including meeting minutes, papers and agendas; and
  - (v) communiqués (as required and as agreed in writing between the Co-Chairs).

## **5.3 Conduct of members**

All members of the Economic Empowerment Working Group will:

- (a) consider the agenda papers before any meeting;
- (b) carry out allocated action items within the required timeframe; and
- (c) act with integrity, courtesy and respect.

## **5.4 Conflict of Interest**

All members of the Economic Empowerment Working Group will:

- (a) declare any potential, perceived or actual conflict of interest in writing or verbally to the Co-Chairs, at the beginning of the meeting or agenda item;
- (b) remove themselves from any deliberations where such conflicts of interest arise, unless it is decided by the Co-Chairs that the member need not remove themselves;
- (c) ensure any potential, perceived or actual conflict of interest and any action taken in response is recorded in the minutes of meeting; and

- (d) have regard to the principles set out in the WA Public Sector Commission's Good Governance Guide - Conflicts of Interest.

## **5.5 Confidentiality**

- (a) All members are bound by the confidentiality requirements of:
  - (i) the Agreement; and
  - (ii) the organisation that they represent on the Economic Empowerment Working Group.
- (b) Members should identify sensitive or confidential items as they arise when meeting agendas are being prepared and/or during meetings. Members will agree the appropriate treatment of this information on a case by case basis.

## **6. Communications and Reporting**

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### **6.1 General Communications**

- (a) To ensure members have all relevant information for the Economic Empowerment Working Group, the State will, from time to time, update and confirm the contact list for the members of the Economic Empowerment Working Group.
- (b) Any other information required by the members of the Economic Empowerment Working Group will be provided within the agreed timeframe at the time of request.

### **6.2 Minutes of Meetings**

- (a) The State will provide the minutes of each meeting to the members of the Economic Empowerment Working Group via email no later than 20 Business Days after each Economic Empowerment Working Group meeting.
- (b) Members will be given an opportunity to correct and confirm the minutes as the first agenda item at the next subsequent meeting of the Economic Empowerment Working Group.

### **6.3 Reporting**

The State will, as required, report on the progress of matters before the Economic Empowerment Working Group to:

- (a) members of the Economic Empowerment Working Group by way of update;

- (b) other agencies across State government where required to support the outcomes of the Economic Empowerment Working Group or the Agreement; and
- (c) the Implementation Committee prior to each Implementation Committee meeting or as otherwise requested by the Implementation Committee.

## **7. Amendment of Terms of the Reference**

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- (a) These Terms of Reference may only be amended:
  - (i) by the unanimous agreement of the members of the Economic Empowerment Working Group; and
  - (ii) where the Implementation Committee has endorsed the amendment agreed by the Economic Empowerment Working Group.
- (b) The Co-Chairs must, within 15 Business Days of any amendment to these Terms of Reference being agreed to by the Economic Empowerment Working Group, provide the Implementation Committee with a copy of the proposed amended Terms of Reference for its consideration.