

# Implementation Plan for Victorian Native Title Settlement Agreements

NATIONAL PARTNERSHIP AGREEMENT ON NATIVE TITLE

## Preliminaries

1. This Implementation Plan is created subject to the provisions of the National Partnership Agreement on Native Title (NPA) and should be read subject to that Agreement.
2. The Commonwealth Financial Contribution to the Agreed Settlements is provided through the bilateral NPA with Victoria and this Implementation Plan.
3. The Commonwealth and the State are committed to achieving leading practice settlements which deliver improved outcomes for Traditional Owners.
4. The objective of the Implementation Plan is to track the progress in implementation of the Agreed Settlements.
5. This Implementation Plan will commence as soon as it is agreed between the Commonwealth of Australia, represented by the Attorney-General or his authorised delegate, and the State of Victoria, represented by the Attorney-General or his authorised delegate.
6. This Implementation Plan will cease on the Commonwealth's acceptance of final performance reporting as specified in this Implementation Plan.
7. The Payment Schedule and the Project Timelines form part of the Implementation Plan.
8. This Implementation Plan may be varied by written agreement between Attorneys-General.

## Interpretation

9. In this Implementation Plan, defined terms are:
  - 9.1. **Agreed Settlements:** the Settlement Agreements specified in Schedule A.
  - 9.2. **State:** Victorian Government.
  - 9.3. **Financial Contribution:** the amount set out in the Payment Schedule.
  - 9.4. **Implementation Plan:** this Implementation Plan and all of its schedules.
  - 9.5. **Payment Schedule and Project Timelines:** means Schedules B and C.
  - 9.6. **NPA:** the bilateral National Partnership Agreement on Native Title with Victoria executed on 30 June 2010.
  - 9.7. **Settlement Benefits:** any benefit provided to Native Title Groups under Agreed Settlements.

## **Roles and Responsibilities**

### ***Role of the Commonwealth***

10. The Commonwealth will provide the Financial Contribution to Victoria for the Agreed Settlements. The Financial Contribution is conditional on the Commonwealth's assessment that the Agreed Settlements are sustainable and transparent with appropriate governance arrangements for benefit distribution, management and implementation.
11. The Commonwealth will monitor, evaluate and review the State's performance in implementing the Agreed Settlements, in accordance with this Implementation Plan.

### ***Role of the State***

12. The State will apply the Financial Contribution to Settlement Benefits in the Agreed Settlements.
13. The State has discretion as to how the Financial Contribution is applied between Agreed Settlements, and what Settlement Benefits it contributes to in any Agreed Settlements.
14. The State is responsible for claim settlement, including:
  - 14.1. planning, negotiating and finalising the Agreed Settlements;
  - 14.2. funding the Agreed Settlements, after accounting for the Financial Contribution and any contribution from any third party;
  - 14.3. complying with its obligations in the Agreement Settlements;
  - 14.4. managing relevant financial and operational risks associated with the Agreed Settlements; and
  - 14.5. providing Settlement Benefits under the Agreed Settlements.
15. The State is responsible for meeting performance reporting obligations as set out in this Implementation Plan.

### ***Shared Responsibilities***

16. The Commonwealth and the State share the following roles and responsibilities:
  - 16.1. ensuring as far as possible within their respective roles that the Agreed Settlements are sustainable and transparent with appropriate governance arrangements for benefit distribution, management and implementation;
  - 16.2. agreeing the arrangements for transfer of the Financial Contribution;
  - 16.3. agreeing on a performance reporting schedule pursuant to clause 17 below; and
  - 16.4. negotiating, agreeing and amending this Implementation Plan as appropriate including when settlements are added to the Agreed Settlements in Schedule A (for example those which have not been sufficiently advanced prior to the execution of this Implementation Plan to be included).

## **Performance Reporting**

17. Performance of the implementation of the Agreed Settlements will be tracked via annual reporting by the State to the Commonwealth for the life of the NPA.
18. Performance reports should set out the following information:
  - 18.1. status of the settlement implementation – achievements to date, current status, and next steps, with reference to the Project Timelines;
  - 18.2. any issues or problems encountered with the implementation of the Agreed Settlements, proposed solutions and timeframes for implementation of solutions;
  - 18.3. how the Settlement Agreements are contributing to Performance Indicators, including:
    - 18.3.1. improving the employment opportunities and training for the Traditional Owner group;
    - 18.3.2. enhancing relationships between Traditional Owners government and industry in the agreement area;
    - 18.3.3. enhancing the positive profile of the Traditional Owner group;
    - 18.3.4. greater recognition and respect for the Traditional Owner group's culture and heritage;
    - 18.3.5. increasing in business/economic development for the Traditional Owner group; and
    - 18.3.6. increasing involvement of the Traditional Owner group in Government land and natural resource management.
19. Performance reports are required on an annual basis with the first report due twelve months after the commencement of this IP. Each report should provide a progress report covering the period from the last report to date.
20. Deadlines for reports can be altered by agreement in writing by responsible executive officers in the Attorney-General's Department and the Department of Justice.

## **Use Of Funding**

21. The Financial Contribution must only be used by the State to fund Settlement Benefits.
22. Having regard to the estimated costs of Settlement Benefits, the State will not be required to pay a refund to the Commonwealth if the actual cost of the Settlement Benefits is less than the final cost of the benefits.
23. Similarly, the State bears all risk should the costs of a Settlement Benefit exceed the estimated costs.

## SCHEDULE A – AGREED SETTLEMENTS

The Commonwealth will provide a financial contribution of \$6 Million for the first two settlements under Victoria's Native Title Settlement Framework.

In accordance with clause 13 of this Implementation Plan Victoria allocated all of the Commonwealth's contribution to the settlement of its highest priority claim, that of the Gunai / Kurnai People ("Gunaikurnai"):

1. Gunai / Kurnai People v State of Victoria & Ors (No 1) VID 6007/1998 and Gunai / Kurnai People v State of Victoria & Ors (No 2) VID 482/2009.