

MEMORANDUM OF UNDERSTANDING

Yorta Yorta Nation Aboriginal Corporation & Greater Shepparton City Council

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made the _____ day of _____ 2020

BETWEEN:

GREATER SHEPPARTON CITY COUNCIL of 90 Welsford Street, Shepparton
in the State of Victoria 3630

("the Council")

AND

Yorta Yorta Nation Aboriginal Corporation of 56B Wyndham Street,
Shepparton in the State of Victoria 3630

("YYNAC")

Background

- A. It has been the long held desire of Yorta Yorta Nation Aboriginal Corporation (YYNAC) and Greater Shepparton City Council (Council) to form a Memorandum of Understanding that recognises the important relationship between the Yorta Yorta People and Council, and to facilitate the ongoing process of reconciliation and Aboriginal self-determination.
- B. Greater Shepparton Local Government Area is a vibrant diverse community located approximately two hours (180km) north of Melbourne in what is now known as the Goulburn Valley - the heart of regional Victoria. Around 1.6% of people in Greater Shepparton identify as Aboriginal and/or Torres Strait Islander People in the Australian Bureau of Statistics Census (2016). However, anecdotal evidence shows that this is an underrepresentation, and Greater Shepparton's Aboriginal and Torres Strait Islander population is estimated to be nearly 6,000. This makes this region one of the largest Aboriginal and Torres Strait Islander populated areas outside of metropolitan Melbourne.

The Greater Shepparton Local Government Area is within the land of the Yorta Yorta Peoples. Aboriginal and Torres Strait Islander Peoples' communities in Shepparton have maintained strong cultural identities. Today, Greater Shepparton has many places and features that have significant Aboriginal cultural heritage.

Council continues to respect, acknowledge and partner with the communities of Aboriginal and Torres Strait Islander Peoples. To indicate Council's commitment to Aboriginal and Torres Strait Islander Peoples and Communities, Council released its first Reconciliation Action Plan in 2019. The Plan outlines Council's vision for reconciliation as: *"A future where Aboriginal and Torres Strait Islander Peoples have equitable access, inclusion and opportunities, and where Aboriginal and Torres Strait Islander Peoples' cultures are honoured*

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and respected.”

- C. Incorporated under the Commonwealth Corporations (Aboriginal and Torres Strait Islander) Act 2006, Yorta Yorta Nation Aboriginal Corporation was established to represent descendants of the Yorta Yorta People; make decisions and act on any significant matters on their behalf; and to enter into agreements with any person, government agency or authority in relation to the betterment of Yorta Yorta People and protection of Yorta Yorta Country and interests.

Yorta Yorta lands extend across North East Victoria and Southern NSW on both sides of the Murray River (Dhungala)ⁱ, radiating North, South, East and West from its junction with the Goulburn River (Kiaella)ⁱⁱ. This land includes the townships of Echuca Moama, Shepparton-Mooroopna, Murchison, Benalla, Wangaratta, Yarrawonga-Mulwala, Finley, Cobram-Barooga, Corowa and Deniliquin. The majority of the towns named also have Yorta Yorta language names.

YYNAC received Registered Aboriginal Parties (RAP) status in 2007 from the Victorian Government. This status empowers YYNAC to manage and protect cultural heritage values in general and the cultural heritage of the Yorta Yorta Nation, their Traditional lands and RAP region in Victoria under the Victorian Aboriginal Heritage Act 2006. Under this Act YYNAC as a RAP has legislative responsibility to monitor onsite development, to review and advise on Cultural Heritage Management Plans (CHMPs) and to safeguard the cultural heritage of Yorta Yorta People.

- D. The parties now wish to record their understanding of their respective commitments and obligations in this Memorandum of Understanding ("**MOU**").

1. Purpose

- 1.1 The purpose of this MOU is to record the agreement of The Parties to lay the founding principles and set out specific commitments for the ongoing relationship and mutual cooperation between YYNAC and Council. Both parties share the desire and goodwill to work jointly to improve the presence and understanding of Aboriginal and Torres Strait Islander issues in the planning and services provided by Council with a view to improved Aboriginal and Torres Strait Islander participation, employment, health and wellbeing outcomes. Alongside this is the wish for broader understanding and recognition amongst the wider Greater Shepparton community of the region's rich Aboriginal heritage and proud tradition.

This MOU is underpinned by strong commitment from both organisations to realising long term benefits for the wider Greater Shepparton community through improved understanding and an enhanced working relationship.

2. Term of MoU

This MOU will take effect from {insert date} and will remain in effect for a period of 4 years. At the conclusion of this time period, the MOU will be discussed by both parties and amended prior to entering into a further MOU.

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3. Evaluation and evolution

The MOU will be jointly evaluated for progress on an annual basis by the principal contact of each organisation, and an annual progress report will be prepared respectively by each organisation.

A review of the MOU will be undertaken in the second and fourth years, whereby:

- Minor adjustments will be allowable by mutual Agreement of the Chief Executives where the spirit and substance of the MOU is not materially altered.
- Any proposed changes that would materially alter the spirit or substance of the MOU will require formal approval by both YYNAC Board of Management and the elected Councillors of the Greater Shepparton City Council.

4. Principles of MOU

This Memorandum of Understanding between YYNAC and Council is underpinned by a number of agreed founding principles, which establish the basis for the mutual commitment between the parties and set the focus for the ongoing management of this Agreement. These principles are as follows:

- Aboriginal and Torres Strait Islander Peoples are acknowledged as the first people of this land
- The arrival of non-Aboriginal people brought massive change to the landscape and way of life of Aboriginal and Torres Strait Islander Peoples, and a strong desire exists in Greater Shepparton to address the past and embrace the process of reconciliation
- A commitment to working with one another to support Aboriginal and Torres Strait Islander People's self-determination
- There is respect, understanding and strong regard held for Aboriginal and Torres Strait Islander cultural heritage, traditions, customs and beliefs
- Improvements in Aboriginal and Torres Strait Islander workforce participation, health and wellbeing outcomes will realise long term benefits for the Greater Shepparton community as a whole.

5. YYNAC Commitments

5.1 YYNAC:

- (a) Acknowledges and respects the ongoing interests and rights of all peoples in the Greater Shepparton City Council Local Government Area
- (b) Is committed to working with Council in developing the provision of accessible and appropriate local government services for the benefit of Aboriginal and Torres Strait Islander People and therefore the whole community
- (c) Is committed to working together so that programs and services have a greater opportunity to create sustainable change
- (d) Is committed to working with and educating Council on local Aboriginal Cultural Heritage matters and opportunities for improved Council practice

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- (e) Will act to comply with relevant legislation such as the Victorian Aboriginal Cultural Heritage Act 2006 including the United Nations Declaration on the Rights of Indigenous Peoples.

6. Council Commitments

6.1 The Council:

- (a) Acknowledges that Aboriginal and Torres Strait Islander Peoples are the first people on this land
- (b) Is committed to working with YYNAC and supporting the efforts of non-Aboriginal people in understanding Aboriginal and Torres Strait Islander culture and values
- (c) Will advocate for the rights and interests of Aboriginal and Torres Strait Islander Peoples and promote the principles of reconciliation
- (d) Will take a leadership role in encouraging just, respectful and enriched relations between Aboriginal and Torres Strait Islander and non-Aboriginal Peoples in the Greater Shepparton Local Government Area
- (e) Will promote Yorta Yorta cultural heritage in a way that is desired by and respectful to Yorta Yorta People.
- (f) Is committed to working towards establishing a framework to support increased participation by Aboriginal and Torres Strait Islander People in Council decision-making
- (g) Commits to ensure the consideration of local Yorta Yorta issues as part of its review process for Council programs and services
- (h) Is committed to working together so that programs and services have a greater opportunity to create sustainable change
- (i) Will acknowledge Traditional Owners of the land before each Council meeting and at civic receptions
- (j) Will permanently fly the Aboriginal flag and Torres Strait Islander flag at Council's two flag stations
- (k) Will consult Yorta Yorta on matters relating to Cultural Heritage that Council is instigating
- (l) Will act to comply with relevant legislation such as the Victorian Aboriginal Cultural Heritage Act 2006 including the United Nations Declaration on the Rights of Indigenous Peoples, and the Victorian Local Government Act 1989
- (m) Will employ an Aboriginal Engagement Officer to foster relationships and to assist Council in achieving the actions in the Reconciliation Action Plan
- (n) Through the Aboriginal Engagement Officer, invite YYNAC to participate in delivering the actions of Council's Reconciliation Action Plan.

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7. Implementation of the MOU

- 7.1 The responsibility for ensuring the progression and fulfilment of this Agreement is held by the Chief Executive of each organisation. During the Term, each Party has nominated a Representative who will be responsible for:
- (a) Monitoring and reporting on the Agreement's progress
 - (b) Managing or coordinating that Party's relationship with the other Party
 - (c) Identifying any opportunities and/or issues that arise
 - (d) Discussing opportunities/issues that may arise out of this MOU with the Representative of the other Party
 - (e) Coordinating the exchange of relevant information between the Parties and community stakeholders

These representatives are:

YYNAC: Chief Executive Officer

Monica Morgan

Ph: (03) 5832 0222

GSCC: Chief Executive Officer

Peter Harriott

Ph: (03) 5832 9700

8. Confidentiality

- 8.1 The Parties may exchange Confidential Information under this MOU.
- 8.2 Each Party agrees to:
- (a) keep all Confidential Information of the other Party as confidential;
 - (b) only use Confidential Information for the purposes of this MOU;
 - (c) limit access to those of its employees or agents reasonably requiring the Confidential Information on a strictly need to know basis for the purposes of this MOU; and
 - (d) take reasonable steps to provide for the safe custody of any and all Confidential Information in its possession and to prevent unauthorised access to such Confidential Information.

9. Indemnity

- 9.1 YYNAC agrees to indemnify and hold harmless the Council, its servants and agents from and against all loss, damages, claims, liability, expenses, payments or outgoings whatsoever which may be brought or made or claimed against them, or any of them, in connection with YYNAC's performance or purported performance of its obligations under this MOU, and which is directly related to the negligent acts, errors or omissions of YYNAC.

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- 9.2 YYNAC's liability to indemnify the Council, its servants and agents shall be reduced proportionately to the extent that any act or omission of the Council, its servants or agents contributed to the loss or liability.

10. Intellectual Property

Each party maintains rights to their intellectual property including but not limited to trademarks, logos, plans, drawing, confidential information, systems etc. Permission from the owner of the intellectual property must be granted to the other party to use their intellectual property prior to use.

11. Dispute Resolution

- 11.1 If a dispute arises during the course of implementation of this MOU, the dissatisfied party must contact the CEO of the other party.
- 11.2 If the dispute remains unresolved after discussions between the parties, the matter will be referred to the Dispute Settlement Centre of Victoria for resolution.

12. Termination and Amendment

- 12.1 This MOU may be terminated:
- (a) Immediately by written agreement of the Parties; or
 - (b) By a Party providing 30 days written notice to the other Parties to that effect.
- 12.2 This MOU may be varied or amended by written agreement between the Parties.

13. Non-Binding

- 13.1 The parties record that this MOU reflects an understanding between them as to its subject matter but is not intended to create a legally binding relationship between them. Should the parties wish to enter into a binding legal relationship in the future, they acknowledge that it will be necessary for them to sign a formal written agreement recording their respective rights and obligations.

Dated the _____ day of _____ 2020

**SIGNED for and on behalf of the Greater Shepparton
City Council by**

M20/2351

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Print name

**SIGNED for and on behalf of the Yorta Yorta Nation
Aboriginal Corporation by**

Print name

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- ⁱ Dhungala - Yorta Yorta language and creation spirit name for the Murray River
 - ⁱⁱ Kiaella - Yorta Yorta language name for father and name of the Goulburn River