

MEMORANDUM OF UNDERSTANDING

BETWEEN

NTSCORP LIMITED

AND

NSW ABORIGINAL LAND COUNCIL

DATED: *30 September 2015*

Memorandum of Understanding

1. PARTIES

NTSCORP LIMITED ('NTSCORP')

and

New South Wales Aboriginal Land Council ('NSWALC')

2. PURPOSE

The purpose of this memorandum of understanding ('MOU') is to formalise and enhance the existing working relationship between NTSCORP and the NSWALC. The parties recognise that their objectives overlap and that by working collaboratively together NTSCORP and the NSWALC can better protect the interests and further the aspirations of Aboriginal People in NSW.

3. AIMS AND OBJECTIVES OF THE MOU

NTSCORP

NTSCORP's primary objective is to promote social justice, economic, cultural and social independence for Traditional Owners in NSW through native title and related processes.

NSWALC

The objects of the NSWALC are to:

- (a) improve, protect and foster the best interests of Aboriginal persons within New South Wales, and
- (b) relieve poverty, sickness, suffering, distress, misfortune, destitution and helplessness of Aboriginal persons within New South Wales.

JOINT COMMITMENT TO A COMMON GOAL

The parties recognise that they have a joint commitment to support and foster the social, economic and cultural wellbeing of Aboriginal People in NSW.

4. AGREED PRIORITY AREAS

NTSCORP and the NSWALC are committed to working together in relation to the following priority areas:

a) Property Rights for Aboriginal People

The parties agree that land and waters are of great spiritual, social, cultural and economic significance to Aboriginal people.

NTSCORP's primary focus is on native title and related processes through the *Native Title Act 1993* (Cth).

NSWALC's primary focus is on land rights through the *Aboriginal Land Rights Act 1983* (NSW).

NTSCORP and the NSWALC acknowledge that there will be overlaps in terms of the manner in which the parties seek recognition and protection of the property rights of Aboriginal People in NSW.

NTSCORP and the NSWALC commit to working together to provide leadership and, where possible, assistance to Aboriginal communities to use their rights under both Acts strategically and to explore options for property rights that will best meet the interests and aspirations of Aboriginal People in NSW.

b) Cultural Heritage Protection

NTSCORP and the NSWALC recognise the need to better protect the cultural heritage of Aboriginal People in NSW. To this end NTSCORP and the NSWALC will jointly advocate for the recognition and protection of Aboriginal cultural heritage.

c) Environment

NTSCORP and the NSWALC recognise the need to better protect the environment of Aboriginal People in NSW. To this end, where possible NTSCORP and the NSWALC will jointly advocate for the recognition and protection of environmental issues for Aboriginal People in NSW.

d) Economic Development

NTSCORP and NSWALC recognise the opportunities that Land Rights and Native Title offer in relation to economic development for Aboriginal people in NSW (including through mining, prospecting and exploration activity, as well as other developments). The organisations also recognise the impact such economic development can have on Aboriginal People in NSW. To this end, where possible NTSCORP and NSWALC agree to share information and consider options that will best meet the interests and aspirations of Aboriginal People in NSW in relation to economic development.

e) Education

NTSCORP and the NSWALC will collaborate to explore effective options to deliver education and training on issues affecting Aboriginal people in NSW, including seminars and information sheets.

5. INFORMATION SHARING

In the interests of efficiency and transparency, NTSCORP and the NSWALC agree to a collaborative and open sharing of information between the parties, where that information is not of a confidential, privileged or sensitive nature and where the disclosure will further the common aims and objectives of the parties. By agreement between NTSCORP and the NSWALC, the sharing of information may be done on a without prejudice and confidential basis.

6. JOINT WORKING GROUP

The parties agree to establish a Joint Working Group to further the aims of this MOU. The Joint Working Group will comprise of the Principal Legal Officers of both NTSCORP and the NSWALC, and such other officers as required from time to time. The Joint Working Group will meet regularly and adopt the terms of this MOU as the basis for any terms of reference.

7. DISPUTE RESOLUTION

Where possible, NTSCORP and the NSWALC commit to dealing with any disputes between the parties through a process of confidential and without prejudice conciliation and mediation in order to minimize the need for external public dispute resolution mechanisms.

8. TERM OF THE MOU

The terms of this MOU shall be reviewed by the parties on the anniversary of 3 years from execution of the MOU. The parties may agree to amend or vary any or all terms of the MOU or alternatively release and discharge each party from the performance of the terms of the MOU.

9. CONFIDENTIALITY

NTSCORP and the NSWALC agree that the terms of this MOU are confidential and must not be disclosed to any third parties, agents or consultants without the express written consent of both.

10. NON-BINDING MOU

In the spirit of cooperation, the parties enter into this MOU in good faith and will use their best endeavors to effect the terms of the MOU. For the avoidance of any doubt this MOU is non-binding on the parties.

**EXECUTED FOR AND ON BEHALF OF
NTSCORP LIMITED**
By its Chairperson and CEO/Company Secretary



Signature of Chairperson
Michael Bell



Signature of Witness

30/09/15

Date


Signature of CEO/Company Secretary
Natalie Rotumah

HEMA HARIHARAN
Name of witness (Block letters)

30/09/15

Date



Signature of Witness

HEMA HARIHARAN
Name of witness (Block letters)

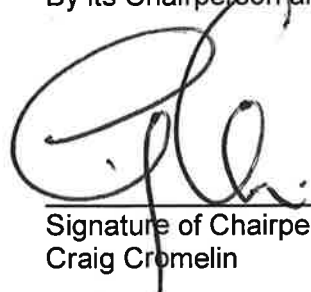
30/09/15

Date

30/09/15

Date

**EXECUTED FOR AND ON BEHALF OF
THE NEW SOUTH WALES ABORIGINAL
LAND COUNCIL** pursuant to s 245 of the
Aboriginal Land Rights Act 1983 (NSW)
By its Chairperson and CEO:



Signature of Chairperson
Craig Cromelin



Signature of Witness

HEMA HARIHARAN
Name of witness (Block letters)

30/9/15


Date

30/09/15

Date



Signature of CEO
Lesley Turner



Signature of Witness
HEMA HARIHARAN

Name of witness (Block letters)

30/9/15

Date

30/09/15

Date