

Reef 2050 Traditional Owner Implementation Plan

AGREEMENT TO PARTNER

BETWEEN

**The Commonwealth Minister for the Environment and Water, the Honourable Tanya
Plibersek MP**

**The Queensland Minister for the Environment and Great Barrier Reef, Minister for Science
and Minister for Multicultural Affairs, the Honourable Leanne Linard MP**

AND

Reef 2050 Traditional Owner Steering Group members

(together “**the Parties**”)

Reef 2050 Traditional Owner Implementation Plan

AGREEMENT TO PARTNER

Signature page



The Honourable Tanya Plibersek MP
Minister for the Environment and Water



The Honourable Leanne Linard MP
Minister for the Environment and the Great Barrier Reef, Minister for Science and Minister for Multicultural Affairs



Chrissy Grant
Traditional Owner
Kuku Yalanji and Mualgal



Duane Fraser
Traditional Owner
Wulgurukaba and Bidjara



Malcolm Mann
Traditional Owner
Darumbal



Jessie Courtney
Traditional Owner
Butchulla and Erub Island



Malachi Johnson
Traditional Owner
Gooreng Gooreng



Manuwuri Forester
Traditional Owner
Lama Lama



Keron Murray
Traditional Owner
Wuthathi



Gavin Singleton
Traditional Owner
Yirriganydji



Liz Wren
Special Advisor to Traditional Owners

PART 1: Preamble

1. The Parties acknowledge the Traditional Owners of the lands and waters that make up the Great Barrier Reef on which Australians live, work, enjoy and play, and we pay respects to their Elders past, present and emerging Leaders.
2. The Parties also acknowledge the central place of the health of the Great Barrier Reef and its catchments in the identity and well-being of Aboriginal and Torres Strait Islander peoples and indeed of all Australians.
3. Consistent with the National Agreement on Closing the Gap Priority Reforms this Agreement is a commitment from all Parties to reframe, reset and enhance the relationship between governments and Traditional Owners. This Agreement is designed to give effect to the rights, interests, and aspirations of Traditional Owners for the Reef in delivering the Reef 2050 Traditional Owner Implementation Plan. This is done in full and genuine willing spirit of partnership between Aboriginal and Torres Strait Islander peoples and Commonwealth and Queensland government agencies.
4. The parties acknowledge that:
 - i. The purpose of this Agreement is to detail how the Parties will work in partnership to support the establishment of an Independent Traditional Owner Taskforce. The Taskforce will deliver the Reef 2050 Traditional Owner Implementation Plan in particular the scoping options and establishment of a Reef-wide Sea Country Alliance and self-sufficient funding mechanism.
 - ii. While the Taskforce does not purport to represent all Reef Traditional Owners, Aboriginal and Torres Strait Islander peoples or organisations, they are all welcome to engage with the Taskforce when required.
 - iii. Advice will be sought from other interested and affected Reef Traditional Owners, Aboriginal and Torres Strait Islander peoples and groups.
5. The Parties acknowledge the elevated interest in Traditional Owners leading management of Country after release of the *Report on the Reactive Monitoring Mission to the Great Barrier Reef (Australia), 21-30 March 2022*, which highlighted the underrepresentation and marginalisation of Traditional Owners, with their stories not sufficiently embedded holistically.
6. The Parties acknowledge that there have been a number of reports directly or indirectly written about Traditional Owner aspirations for the Great Barrier Reef and its catchments, including:
 - a. Traditional Owners of the Great Barrier Reef: The Next Generation of Reef 2050 Actions (2018),
 - b. New and Revised Targets and Indicators for the Reef 2050 Plan (2019),
 - c. Strong Peoples-Strong Country Indigenous Heritage Monitoring Framework (2019),

- d. Traditional Owner Theory of Change for the Great Barrier Reef Workshop Proceedings (2018),
 - e. Reef 2050 Long Term Sustainability Plan – Indigenous Implementation Plan (2016),
 - f. Traditional Owners and Sea Country in the Southern Great Barrier Reef – Which Way Forward? (2016), and
 - g. Reef 2050 Long Term Sustainability Plan Indigenous Targets Project (2014).
7. The Parties acknowledge that over many decades, Reef Traditional Owners have continuously participated in good faith in planning processes, informed numerous strategies and plans, with Traditional Owner voices and perspectives often not heard or interpreted in the way Traditional Owners would have expected.
 8. The Parties acknowledge the above-mentioned reports (clause 6) have called for engagement with Great Barrier Reef Traditional Owners, Aboriginal and Torres Strait Islander peoples and organisations as a basis for the protection and management of the Great Barrier Reef.
 9. The Parties acknowledge, respect and value traditional knowledge and traditional knowledge systems with equivalent significance to mainstream science.
 10. The Parties acknowledge that the Great Barrier Reef Traditional Owner aspirations include, but are not limited to legislative reform, policy transformation, administrative improvement, the review and restructure of process, procedure and protocols, economic enterprise, co-benefits and capability and capacity building.
 11. The Parties acknowledge the need to increase Traditional Owner-led programs and initiatives for the health of the Great Barrier Reef and agree this work will best be delivered through genuine partnership between all governments and Aboriginal and Torres Strait Islander peoples.
 12. The Parties acknowledge and respect Traditional Owners, who are government employees, will not be limited in their ability to speak about Traditional Owner aspirations and issues.
 13. The Parties recognise that adequate resources are needed to support Traditional Owners to partner with governments and Reef 2050 partners in developing formal partnerships relating to the protection and management of the Great Barrier Reef and its catchments.

PART 2: Term of this Agreement

14. This Agreement takes effect on 15 November 2023 and will continue for 2 years after that date unless extended, varied or terminated by one or more of the Parties with good reason in accordance with this Agreement.
15. This Agreement will not impact on any existing or future Traditional Use of Marine Resource Agreements or similar programs with Traditional Owner community organisations.

Status of this Agreement

16. The Parties do not intend any of the provisions of this Agreement to be legally enforceable. However, this does not lessen the Parties' commitment to this Agreement. All Parties are committed to using their best endeavours to abide by this Agreement to the extent doing so is legally possible and reasonably within their control.

PART 3: Outcomes for a Positive Partnership

17. The outcomes of this Partnership are to:
 - i. improve the current approach – to adopt more holistic and inclusive approaches to the governance and management of the Reef
 - ii. build more effective formal partnerships and grow capacity – to empower Traditional Owners to lead, co-design and co-deliver management policy and programs
 - iii. to deliver the Reef 2050 Traditional Owner Implementation Plan, better coordinate programs across the Reef and Catchment – to align programs and build pathways of connection between programs that care for land, sea, sky and people
 - iv. ensure Traditional Owner aspirations, programs and initiatives are clearly identified and continue to be an investment priority to deliver the Reef 2050 Traditional Owner Implementation Plan
 - v. tell their own stories – to elevate the voice of Traditional Owners through the implementation and integration of Indigenous-led approaches to monitoring and reporting at local, national and international levels
 - vi. shifting the balance of power – to actively and consciously promote and implement strategies throughout governments more broadly so Traditional Owners are moving confidently into decision making positions
 - vii. The Parties will engage with other relevant Commonwealth and State government departments and officials on the purpose and role of the Independent Reef Traditional Owner Taskforce and Reef 2050 Traditional Owner Implementation Plan to deliver on Traditional Owner aspirations.

PART 4: Partnership Principles

18. In delivering the Reef 2050 Traditional Owner Implementation Plan, the Parties agree to work together by the following partnership principles:

- i. **Free prior and informed consent (FPIC)** – Decisions will be reached through the process of free prior and informed consent, understanding consent is not a one-off process, it is provided in an ongoing and continuous basis given or withheld over specific periods of time for distinct stages or phases. There is a right for Traditional Owners to say no.
- ii. **Understanding the diversity of Indigenous peoples** - Recognise the diversity and uniqueness of collective/group identities such as nations, language groups, clans, apical family alliances or communities, as well as individuals to determine their aspirations.
- iii. **Inherent vs permitted rights** – Traditional Owners have inherent rights and interests under lore and custom, common law and the Native Title Act 1993 (Cth). Traditional Owners **are not stakeholders**. Their inherent rights come with responsibilities and obligations which Traditional Owners cannot ‘walk away from’. Indigenous rights are human rights (source: UN Declaration on the Rights of Indigenous Peoples) recognised in Queensland state law in the Human Rights Act 2019 which applies to all Queensland Government agencies.
- iv. **Share power** – All parties will genuinely share power in the process of decision making and management in delivering the Reef 2050 Traditional Owner Implementation Plan, valuing professional and lived experience equally.
- v. **Build capability** – support and encourage new ways of being and doing, learn from and understand others and build new skills for all. Co-design, co-benefits and two-way capability building is foundational to building and maintaining genuine and enduring partnerships.
- vi. **Empowerment** –Traditional Owners have greater ownership, are empowered to deliver solutions for the management of the Reef and its catchments in delivering the Reef 2050 Traditional Owner Implementation Plan, drawing on their own deep cultural knowledge and their land and sea institutions and organisations.
- vii. **Self-determination** - Irrespective of native title determination, Aboriginal and Torres Strait Islander peoples have control over their lives, determine how their lives are governed, participate in decisions that affect them and their future including economic, social and cultural development. Traditional Owners have the right to maintain, control, protect and develop their Indigenous Cultural Intellectual Property to heritage and culture (Article 31, UN Declaration on the Rights of Indigenous Peoples).
- viii. **Relationship building and trust** – Individual and collective commitment to deep, trusted and mutually beneficial relationships that go beyond mere transactions. Ensure traditional knowledge, including publicly accessible knowledge, is only used for Reef planning and management after measures are taken to identify the

custodians of the knowledge and FPIC is obtained including agreed terms and conditions for its use.

- ix. **Access and benefit sharing** – In line with the Nagoya Protocol, improve access for Traditional Owners to all their Sea Country and ensure use of resources and traditional knowledge is subject to fair and equitable benefit sharing on mutually agreed terms.
- x. **Accountability, transparency and responsiveness** – commitment to systemic and structural transformation of mainstream government to identify and eliminate racism, embed and practice meaningful cultural safety and improve accountability through transparent funding allocations and programs to respond to the needs of Aboriginal and Torres Strait Islander peoples.

PART 5: Operating Protocols

19. The Parties agree to a set of operating protocols for the Partnership to achieve the purpose and outcomes of this Agreement:

- i. **Learning and truth telling** – the Parties will know and acknowledge the fundamental aspects of our shared history and the ongoing trauma for many Aboriginal and Torres Strait Islander Peoples from government policies.
- ii. **Hearing, listening, valuing, understanding all perspectives** - everyone is encouraged to contribute so that a wide range of perspectives is captured. The Parties acknowledge that silence does not mean a lack of understanding or agreement, it creates space for thinking and should be respected.
- iii. **Elevate lived experience** - the Parties will create space for Reef and Catchment Traditional Owners to be heard, don't speak for Traditional Owners, invite people to collaborate, and pay people for their cultural expertise and knowledge.
- iv. **Prioritise relationships** – the Parties will strengthen relationships, social connection and trust among Traditional Owners, Reef 2050 Partners, and other funders to have an honest exchange of ideas about aims, methods and potential outcomes for all parties. You can't buy trust; it can only be earned.
- v. **Welcoming** – the Parties will practice respect and inclusion for all Parties, including cultural protocols (Acknowledgment of Country), and cultural safety.
- vi. **Finding our way, have the freedom to explore and navigate uncharted waters** - It is okay if we don't have the answers and we should feel comfortable not knowing while we seek solutions. We value two-way teaching and learning and rely on trust when living with uncertainty. We will learn through doing, ask for advice and can change direction if things are not working.
- vii. **Engaging with an open mind** - the Parties will fully participate and are willing to learn new ways of designing programs in partnership that are specific to Traditional Owners' priorities and needs to meet the purpose and outcomes of this Agreement.
- viii. **Timing** – appropriate time will be given to allow Traditional Owners, and the wider Indigenous community to consider a proposed approach and to discuss its implications, both before the project begins and when it is reviewed at various stages

throughout the Reef 2050 Traditional Owner Implementation Plan project. All Parties agree to work in a timely manner to achieve goals and deliverables, and momentum for the purpose of this Agreement is sustained.

- ix. **Use participatory means** – the Parties will offer many ways for people to take part and express themselves, for example, through visual, sensory, and oral approaches and not solely writing, slideshows and reports. Participatory approaches facilitate self-discovery and move people from meeting participants to active partners. (Kelly Ann McKercher, 2020)
- x. **Curious** - the Parties will be eager to learn and test new ways of working by creating environments that enable curiosity together.
- xi. **Reflect** - the Parties will evaluate whether working in partnership is happening successfully. We will genuinely reflect and learn lessons along the way and adapt as needed and agreed.

PART 6: Governance

Amendments to this agreement

- 20. The Agreement may be amended at any time by agreement in writing by all the Parties.
- 21. Schedules to this Agreement may be added or amended at any time by agreement in writing of all Parties. Any Schedule forms part of the Agreement.

Administration of this Agreement

- 22. The Parties will share responsibility for the administration of this Agreement.

Monitoring

- 23. The Parties will aim to meet biannually to review performance against this Agreement and maintain respectful channels of communication.

Dispute Resolution

- 24. The Parties will endeavour in the spirit of co-operation, good faith, and mutual trust to resolve any difficulties or misunderstandings with respect to this Agreement.
- 25. If there is a dispute the Parties will, in the first instance, seek to resolve the dispute between senior representatives of each Party in the spirit of the principles of this Agreement.
- 26. Any Party may terminate their participation in this Agreement at any time by notifying all the other Parties in writing, following best endeavours to first resolve any matters with the other Party in accordance with clause 19.

Publication of this Agreement

- 27. This Agreement will be published on government websites and/or Reef TO and remain there for the life of this Agreement. All Parties are committed to communicate updates on the establishment and operation of the Traditional Owner Taskforce and delivery of actions under the Reef 2050 Traditional Owner Implementation Plan.

Agreement Definitions

KEY TERMS	DEFINITIONS
Self-determination	Indigenous peoples have the right to self-determination. By virtue of that right they freely determine their political status and freely pursue their economic, social and cultural development. Source: UNDRIP Article 3
Inherent rights	An inherent right is something that you are entitled to just because you exist. It can't be taken away or given up, like the right to own property or the right to be free. Some rights are created by laws or rules, but inherent rights are just part of being a person. Source: https://www.lsd.law/define/inherent-right
Co-design with Traditional Owners	An agreed collaborative approach to design a plan, project or initiative by working with identified parties such as Traditional Owners (see definition below), Aboriginal and Torres Strait Islander Peoples, community and stakeholders in culturally grounded ways, ensuring that there is recognition for Traditional Owner equal power sharing, influence, cultural knowledge and decision making in the process. Source: Reef 2050 Plan, 2021-2050
Co-delivery with Traditional Owners	Ensuring that implementation or delivery of a co-designed plan, project or initiative incorporates Traditional Owner leadership with support from community and stakeholders in culturally grounded ways. Source: Reef 2050 Plan, 2021-2050
Co-development with Traditional Owners	A Traditional Owner led process to develop new knowledge, tools, activities, products or outcomes for Traditional Owners. Examples include communication tools and products, and monitoring activities and outcomes Source: GBRF RTP IMR Technical Working Group – Integrated Monitoring and Reporting Report 2023 (in prep).
Co-management	To share the responsibility for management – jointly undertaking the actions to achieve given objectives. Source: Traditional Owners of the Great Barrier Reef: The Next Generation of Reef 2050 Actions, 2018
Co-governance	To share governance – jointly deciding what the objectives are, sharing power, authority and responsibility, and being jointly held accountable for outcomes. Source: Traditional Owners of the Great Barrier Reef: The Next Generation of Reef 2050 Actions, 2018
Free, Prior and Informed Consent	<p>Free implies that there is no coercion, intimidation or manipulation.</p> <p>Prior implies that consent is to be sought sufficiently in advance of any authorisation or commencement of activities and respect is shown to time requirements of Indigenous consultation/consensus processes.</p> <p>Informed implies that information is provided that covers a range of aspects including:</p> <ul style="list-style-type: none"> • the nature, size, pace, reversibility and scope of any proposed project or activity; • the purpose of the project as well as its duration; locality and areas affected; • a preliminary assessment of the likely economic, social, cultural and environmental impact, including potential risks; • personnel likely to be involved in the execution of the project; and • procedures the project may entail.

	<p>Consent means that the person or authority where permissions are being sought has all the necessary and relevant information to make an informed decision to proceed with the ‘project’. Indigenous peoples also have the right to say no or include conditions to the consent.</p> <p>This process may include the option of withholding consent. Consultation and participation are crucial components of a consent process. Source: Traditional Owners of the Great Barrier Reef: The Next Generation of Reef 2050 Actions, 2018</p>
<p>Indigenous Cultural and Intellectual Property (ICIP)</p>	<p>ICIP stands for Indigenous Cultural and Intellectual Property. Based on the right to self-determination, ICIP rights are Indigenous People’s rights to their heritage and culture. Heritage includes all aspects of cultural practices, traditional knowledge, and resources and knowledge systems developed by Indigenous people as part of their Indigenous identity¹.</p> <p>ICIP rights cover 4 types of Intellectual Property Rights: patents, trademarks, copyrights, and trade secrets which are valuable assets of the company and understanding how they work and how they are created is critical to knowing how to protect them. So, they cover specific issues such as:</p> <ul style="list-style-type: none"> • Literary, performing and artistic works (see Copyright) • different forms of cultural expression • Languages • Types of Knowledge, including spiritual knowledge • Tangible and intangible cultural property • Indigenous ancestral remains and genetic material • Cultural environmental resources • Sites of Indigenous significance • Documentation of Indigenous heritage. <p>‘ICIP rights are collective in that the cultural expression and knowledge originate from a clan group and are passed on from generation to generation. Due to the continuing nature of Indigenous culture, ICIP also includes items created based on Indigenous cultural heritage.</p> <p>ICIP rights are based in customary laws which are currently not recognised by the legal system. There are gaps in the law which mean that unless Indigenous people can meet the requirements of intellectual property laws like copyright, their rights are unprotected and open to exploitation.’ There is however, the intention of the Australian Government through IP Australia to introduce specific laws to address ICIP in the near future.</p> <p>Rights to Culture: Indigenous Cultural and Intellectual Property (ICIP), Copyright and Protocols (terrijanke.com.au).</p>

¹ T Janke, Our Culture: Our Future, Proposals for the Recognition and Protection of Indigenous Cultural and Intellectual Property, (Discussion Paper) Michael Frankel and Company, July 1997.

Reference List

Convention on Biological Diversity, *The Nagoya Protocol on Access and Benefit-sharing and Traditional Knowledge*. Retrieved from [Nagoya Protocol on Access and Benefit-sharing and Traditional Knowledge \(cbd.int\)](https://www.cbd.int/nagoya)

Department of Climate Change, Energy, the Environment and Water, *Traditional Owners of the Great Barrier Reef: The Next Generation of Reef 2050 Actions*. Retrieved from [Traditional Owners of the Great Barrier Reef: The Next Generation of Reef 2050 Actions \(dcceew.gov.au\)](https://www.dcceew.gov.au/great-barrier-reef/next-generation)

Department of Environment and Science, *The Gurra Gurra Framework 2020 – 2026*. Retrieved from [The Gurra Gurra Framework 2020-2026 | Department of Environment and Science, Queensland \(des.qld.gov.au\)](https://www.des.qld.gov.au/gurra-gurra)

Mckercher A. K, (2020), *Beyond Sticky Notes: Co-Design for Real: Mindsets, Methods and Movements*

Reef 2050 Long-Term Sustainability Plan. Retrieved from [Reef 2050 Long-Term Sustainability Plan 2021 - 2025 \(dcceew.gov.au\)](https://www.dcceew.gov.au/reef-2050)

United Nations (March 2008), *United Nations Declaration on the Rights of Indigenous Peoples*. Retrieved from [DRIPS_en.pdf \(un.org\)](https://www.un.org/development/dpd/indigenous peoples/declaration)

Definition of Inherent Right Retrieved from <https://www.lsd.law/define/inherent-right>

Authority, G. B. R. M. P. (2022). *Reef 2050 Integrated Monitoring and Reporting Program annual business plan 2022-23*.