

EDUCATION, SCIENCE AND TRAINING

SENATE LEGISLATION COMMITTEE - QUESTIONS ON NOTICE 2006-2007 BUDGET ESTIMATES HEARING

Outcome: 1

Output Group: 1.2 - Assistance for individuals including those with special needs

DEST Question No. E010_07

Senators Crossin and Evans asked on 31 May (2006 EWRE 109).

Question:

Senator Evans - What does the heads of agreement cover, if it is not actually the SRA yet?

Senator Crossin – We might ask you to get us a copy of that.

Answer:

The question refers to the Heads of Agreement between the Tiwi Land Council (TLC) and the Australian Government through the Department of Families, Community Services and Indigenous Affairs (FaCSIA).

Tiwi College

The Department of Families, Community Services and Indigenous Affairs, through the Office of Indigenous Policy Coordination (OIPC), is managing the Heads of Agreement with the Tiwi Land Council.

Following consultation with the Tiwi Land Council, OIPC has provided DEST with a copy of the Heads of Agreement for provision to the Committee. The scope of the agreement between the two parties is outlined in the attached copy of the Heads of Agreement.



HEADS OF AGREEMENT

Commitment to Commence Negotiations on Long Term Leasing Arrangements for the NGUIU Township on Bathurst Island

This Agreement is made this FOURTH day of MAY 2006.

BETWEEN: The COMMONWEALTH OF AUSTRALIA as represented by the Minister for Families, Community Services and Indigenous Affairs, of Parliament House, Canberra in the Australian Capital Territory (The Commonwealth)

AND: The TIWI LAND COUNCIL as directed by the traditional landowners of the NGUIU Township and represented by the Chairman, of Nguuu, Bathurst Island in the Northern Territory (Tiwi)

WHEREAS:

- A. The Commonwealth and Tiwi are concerned that owners of land granted under the *Aboriginal Land Rights (Northern Territory) Act 1976* do not receive appropriate benefits from the use of such land in significant Townships throughout the Northern Territory.
- B. As publicly stated, The Commonwealth is seeking to normalise relationships between landowners and resident users of Township land to such as exists in other towns in Australia.
- C. Tiwi have been instructed by the landowners of the Nguuu Township to engage The Commonwealth in the development of strategies to produce beneficial outcomes for themselves and for the residents and users of land within the Township of Nguuu.
- D. The parties having discussed these matters separately and together since September 2004, and having jointly agreed to the beneficial outcomes sought through these discussions, now wish to negotiate in line with the following:

1. That the parties will continue their discussions to secure a Lessee of Land to hold a Head Lease for the Ngulu Township such as will assure the parties of its integrity and capacity to hold land for the benefit of landowners, residents and commercial users of Ngulu Township land.
2. That the parties agree in principle to a Head Lease of ninety nine years to a Lessee as defined in Clause 1.
3. That the parties agree in principle to a landowner rental payment of up to 5% per annum based upon an agreed capital value of the Ngulu Township.
4. That the definition of the Ngulu Township will include that infrastructure and housing estate such as provides and secures the viable current operation of a Township and any extensions thereto.
5. That in furthering their discussions the parties agree and commit to the normalisation of land tenure arrangements such as will secure certainty and mutual benefit for landowners, residents and commercial land users within the Ngulu Township.
6. That the parties will reach agreement by 31 December 2006.

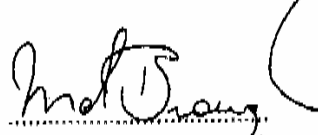
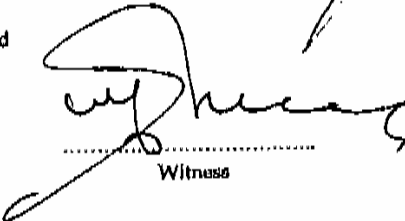
EXECUTED AS AN AGREEMENT BY

The Honourable Malcolm Thomas Brough,
Minister for Families, Community Services and
Indigenous Affairs,
on behalf of The Commonwealth of Australia

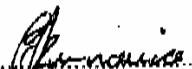
in the presence of

AND

Given under the Hand and Authority
Of the Tiwi Land Council, as directed
By the Mantiyupwi Landowners of the
Ngulu Township.


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Witness

Re.....
Chairman


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Trustee Mantiyupwi Land