

## **INQUIRY INTO ECONOMIC DEVELOPMENT IN ABORIGINAL COMMUNITIES**

**Organisation:** NSW Minerals Council

**Date received:** 29/02/2016

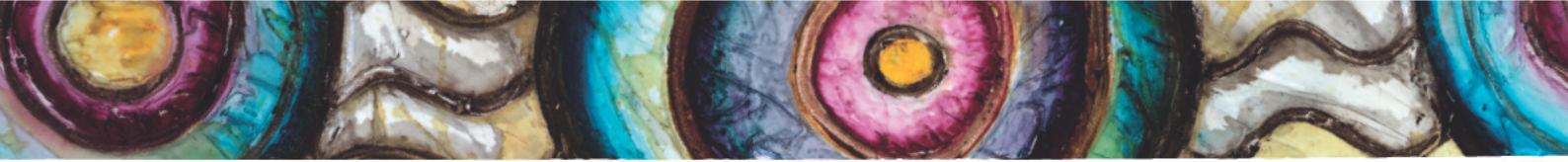
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**NSW GOVERNMENT  
AND  
NSW MINERALS COUNCIL**

**Industry Based Agreement for  
Aboriginal Employment and  
Enterprise Development**

2015





THIS AGREEMENT IS MADE BETWEEN:

**the GOVERNMENT OF NEW SOUTH WALES**

as represented by the Minister for Aboriginal Affairs  
and Minister for Industry, Resources and Energy  
(‘the NSW Government’)

AND

**the NSW MINERALS COUNCIL LTD**

(ABN 42 002 500 316)



## 1. Preamble

The objective of this Agreement is to provide a mechanism for the Minerals Industry and the NSW Government to work together with Aboriginal people to create sustainable economic development and employment opportunities for Aboriginal people in NSW.

The NSW Government and the NSW Minerals Council acknowledges and honours Aboriginal people as the first people and nations of NSW, and recognises that they have made and continue to make a unique and lasting contribution to the identity of NSW.

The Parties recognise that to meet the aims of the agreement, building real and lasting partnerships with Aboriginal communities and Aboriginal owned businesses is essential.

Government and industry have significant roles to play in growing the rates of Aboriginal business ownership and employment in NSW. This Agreement acknowledges the importance of these two sectors working together to help close the employment gap and kick start Aboriginal owned businesses and the commitment the NSW Minerals Council has to securing employment, career and business development outcomes for Aboriginal people in NSW.

This Agreement builds on the first IBA Agreement (2013-2015) and applies the lessons learnt implement the first Action Plan, particularly with respect to improved communication and involvement of regional stakeholders.

## 2. Interpretation

'Agreement' means this Industry Based Agreement

'Contact Officer' means the respective contact officers set out in Schedule 1 of this Agreement, or as notified in writing by one Party to the others

'Industry Based Agreement (IBA)' has the same meaning as 'memorandum of understanding' for the purposes of this document.

'Sub Agreement' means any agreement entered into pursuant to clause 6.

'Minerals Industries' means businesses engaged primarily in exploration, coal mining, mineral mining, mineral processing and transportation operating in New South Wales, and ancillary businesses where appropriate

'NSWMC' means the NSW Minerals Council Ltd.

'Parties' means the NSW Government and the NSW Minerals Council Ltd and 'Party' means any of them.

## 3. Steering Committee

A Steering Committee, with representation from both Parties, will be established to oversee implementation and provide strategic direction for the Agreement. Each Party will nominate two representatives for the Steering Committee. Any additional members will be decided by agreement of the Parties.

The Steering Committee will:

- a) develop and approve the Action Plan within the eight week timeframe;
- b) provide high level oversight of the implementation of the Action Plan within the agreed timeframe;
- c) define a clear governance process to ensure the successful implementation of the Action Plan;
- d) ensure that resourcing is clearly defined
- e) ensure that financial reporting is transparent;
- f) actively seek to engage with regional stakeholders;
- g) convene at least quarterly and provide quarterly progress reports to stakeholders on outcomes achieved; and
- h) undertake a review of the outcomes of the Agreement each year and evaluation at the termination of the Agreement.

## 4. Outcomes

The parties will work towards the following outcomes:

- a) Aboriginal school based programs that prepare Aboriginal school leavers to enter vocational training and work readiness pathways
- b) Aboriginal vocational training and work readiness pathways developed that increase Aboriginal employment within the minerals industries;
- c) Aboriginal business opportunities that can support the minerals industries identified and developed in partnership with Aboriginal communities;
- d) The minerals industries' continued and strengthened support and respect for Aboriginal culture, heritage, and connection to Country, including Aboriginal people's cultural responsibilities to care for and manage their Country;
- e) NSWMC brokered employment and training opportunities through its member companies for Aboriginal people, consistent with agreed targets;
- f) NSWMC member companies have developed Aboriginal employment initiatives and programs that provide opportunities to increase Aboriginal people's training and sustained employment outcomes;

- g) The NSW Government has enabled and directed its agencies' relevant employment, training, economic development and related programs and services to support implementation of this Agreement. This includes but is not limited to initiatives that will enhance the mineral's sector role in building skills and economic capacity in local communities, for example support for school engagement, cadetships for school students, business development skills and mentoring programs;
- h) The NSW Government has ensured that its established and developing relationships with Aboriginal communities and organisations, and with other levels of government – Commonwealth and local – has assisted the implementation of this Agreement; and
- i) The NSW Government has co-ordinated initiatives to support Aboriginal employment and enterprise development generated through other NSW Industry Based Agreements where appropriate.

All Parties agree to implement the Agreement through developing annual Action Plans that detail initiatives designed to deliver against the outcomes listed in this Agreement.

## 5. Scope of Agreement

This Agreement will develop initiatives in NSW regions where present and emerging opportunities within minerals industries are able to support Aboriginal employment and economic development initiatives. This includes:

- Hunter Valley
- North West
- Illawarra
- Central West
- Far West

## 6. Sub Agreements

The parties agree that sub agreements may be established under this agreement. The sub agreements must:

- Be agreed by both parties
- Be agreed to and complementary to this agreement
- Support one or more of the outcomes of this agreement
- Contain reporting provisions that enable the Steering Committee to evaluate progress toward achieving the outcomes listed in the sub agreement.

## 7. Action Plans

An annual Action Plan will be developed by the Parties and will include agreed actions, timeframes and resources required (direct and in-kind) to achieve the objective and outcomes of the Agreement.

The Action Plan will be informed by:

- a) Aboriginal demographic data;
- b) an estimated schedule of major industry projects to enable the identification of employment opportunities and labour and skills requirements;
- c) identification of Aboriginal businesses that could provide goods or services to the Minerals Industry.

Progress against the Action Plan will be regularly communicated to stakeholders.

All Parties agree to implement the Agreement through developing agreed action plans for the regions identified in the Scope of this Agreement.

## 8. Roles and Responsibilities

In order to achieve the outcomes, the Parties agree to:

- a) finalise the Action Plan via the Steering Committee, within eight weeks of the commencement of the Agreement;
- b) implement actions within the agreed timeframes;
- c) work collaboratively and in good faith;
- d) commit the resources (direct and in-kind) needed to successfully implement the Action Plan;
- e) acknowledge that honest engagement and real partnerships with Aboriginal communities and businesses are key;
- f) respect the roles of Aboriginal leaders in their communities and recognise that culture and traditions are the foundations upon which Aboriginal people manage Country and its resources;
- g) nominated representatives (to their best efforts) regularly attend relevant meetings and forums;
- h) work together to overcome organisational boundaries and support locally based initiatives;
- i) ensure appropriate follow through on all commitments made by each Party's representatives; and
- j) share relevant information and data.

## 9. Partners

The Parties agree that Aboriginal people and communities are primary and essential partners for implementation of initiatives under this Agreement.

Participation for implementation of the Agreement will be invited from the:

- a) Aboriginal community, including:
  - the NSW Aboriginal Land Council;
  - the NSW Indigenous Chamber of Commerce
  - Aboriginal community organisations and
  - Aboriginal-owned businesses.
- b) NSW Government, including:
  - Department of Education – Aboriginal Affairs;
  - Department of Industry, Skills and Regional Development – Trade and Investment and State Training Services;
  - Department of Premier and Cabinet;
  - Department of Finance and Services;
- c) Australian Government – any relevant agency or statutory body;
- d) Local Government;
- e) industry bodies; and
- f) members of NSWMC and other employers, including those in the minerals industry and NSW Government supply chains.

## 10. Contact Officers

The Contact Officers for the Parties are as follows, unless as otherwise provided in writing to the other Party:

- a) **Aboriginal Affairs**  
Rachel Ardler, Director,  
Community and Economic Development
- b) **NSW Minerals Council**  
Greg Sullivan, Director Policy

## 11. Dispute Resolution

If any dispute or issue arises between the Parties in relation to the Agreement, the Parties will endeavour to resolve the issue reasonably, expeditiously, amicably and in good faith, using the following procedures:

- a) the Parties will seek to negotiate a resolution to the dispute at the operational level by the Contact Officers to the Agreement;
- b) where Contact Officers are not able to resolve matters concerning the Agreement, each Party agrees that the matter will be escalated to an

appropriate level to ensure prompt resolution of the matter; and

- c) the Parties will continue to meet their obligations under the Agreement until the dispute or issue is resolved.

## 12. Duration and Amendment of Agreement

The Agreement commences on the date on which it has been signed by both Parties and will continue, subject to annual reviews.

The Steering Committee may recommend amendments to the Agreement for consideration and written endorsement by the Parties.

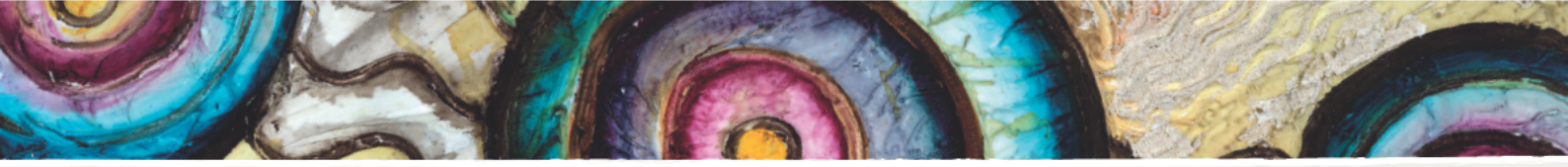
## 13. Termination

The Agreement may be terminated by any Party to the Agreement by providing at least 28 days written notice to all other Parties.

## 14. General

The Agreement is not intended to be legally binding but is intended to operate as a memorandum of understanding between the Parties.





SIGNED for and on behalf of  
**The NSW Government**  
by the Honourable Leslie Williams MP  
Minister for Aboriginal Affairs



Signature

8 September 2015

Date

In the presence of:



Witness signature

Kathy Rankin

Printed name of witness

SIGNED for and on behalf of  
**The NSW Government**  
by the Honourable Anthony Roberts MP  
Minister for Industry, Resources and Energy



Signature

8 September 2015

Date

In the presence of:

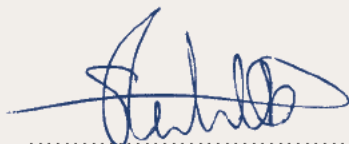


Witness signature

Nick McDermott

Printed name of witness

SIGNED for and on behalf of  
the **NSW Minerals Council**  
by Stephen Galilee  
Chief Executive Officer  
NSW Minerals Council



Signature

8 September 2015

Date

In the presence of:



Witness signature

Greg Sullivan

Printed name of witness

[www.aboriginalaffairs.nsw.gov.au](http://www.aboriginalaffairs.nsw.gov.au)

