

# Appendix A. Provisions of leases between Aboriginal Land Trusts and Director of National Parks

## KAKADU NATIONAL PARK

THE NORTHERN TERRITORY OF AUSTRALIA

### MEMORANDUM OF LEASE

KAKADU / JABILUKA / GUNLOM ABORIGINAL LAND TRUST (“the Lessor”) being a Land Trust established pursuant to sub-section 4(1) of the Aboriginal Land Rights Northern Territory) Act 1976 (“the Land Rights Act”) BEING registered as the proprietor of an estate in fee simple, in

ALL THAT piece or parcel of land in the Northern Territory of Australia (“the Leased Area”) being part of NT Portion 1662 / 2374, 2375 & 2376 / 4774 more particularly shown on plan CP 19 / S84/198, S84/199 & S84/203 / S95/212, which has been deposited at the Land Titles Office, Darwin BEING the whole of the land comprised in the Grant Registered Volume 19 Folio 165 / Volume 167 Folio 018 / Volume 477 Folio 049, and

HAVING received a direction from the Northern Land Council pursuant to the provisions of the Land Rights Act, that direction having been given by the Land Council on its being satisfied that:

- A. the Traditional Aboriginal Owners of the Park understand the nature and purpose of this Lease, and as a group, consent to it;
- B. the Aboriginal communities and groups which may be affected by this Lease have been consulted and have had adequate opportunity to express their views to the Land Council; and
- C. the terms and conditions of this Lease are reasonable,

HEREBY GRANTS a lease of the said Part of NT Portion 1662 / 2374, 2375 & 2376 / 4774 to the DIRECTOR OF NATIONAL PARKS & WILDLIFE (“the Lessee”), a corporation established by the National Parks and Wildlife Conservation Act 1975 (“the Act”) to be held by the Lessee for the purposes of the Act, subject to and in accordance with the following reservations, provisions, covenants and conditions.

#### **PART 1 – RESERVATIONS**

##### **Reservation of Right of Entry and Inspection**

- 1 The Lessor reserves a right in favour of the Chairman of the Land Council or any person authorised in writing by the Land Council, at all reasonable times and in any reasonable manner, to enter upon the Park or any part of it and to inspect the Park and any improvements on the Park.

### **Reservations of Traditional Rights to Use and Occupy**

- 2 (1) An Aboriginal or group of Aboriginals is entitled to enter upon the Park and use or occupy the Park to the extent that that entry occupation or use is in accordance with Aboriginal tradition governing the rights of that Aboriginal or group of Aboriginals with respect to that land, whether or not those rights are qualified as to place, time, circumstances, purpose, permission or any other factor.
- (2) Without limiting the generality of sub-clause 2 (1 ) the Lessor reserves in favour of Relevant Aboriginals and groups of Relevant Aboriginals the following rights, which shall operate subject to the directions or decisions of the Board with respect to health, safety or privacy –
- (a) the right to continue, in accordance with law, the traditional use of any area of the Park for hunting or food gathering (otherwise than for purposes of sale);
  - (b) the right to continue the traditional use of any area of the Park for ceremonial and religious purposes; and
  - (c) subject also to such reasonable constraints as may be contained in the Plan of Management for reasons of safety, security, privacy or protection of the Park, the right to reside within the Park at such places at which such Aboriginals are residing at the commencement of this Lease and at such other locations as may be specified in the Plan of Management, together with rights of access and residence for their families, employees, staff, invitees and agents.

### **Reservation of requirements to sublet part of the Park**

- 3 The Lessor reserves the right to require the Lessee to sub-let any reasonable part of the Park with the consent of the Lessee, which consent shall not be unreasonably or capriciously withheld, as requested in writing by the Board to the Lessor in accordance with the Act and the Land Rights Act and the Plan of Management.

## **PART II – PROVISIONS**

### **Commencement**

- 4 This lease shall commence on the 1st day of January 1991 (Kakadu & Jabiluka) / 14th day of January 1996 (Gunlom).

### **Determination and surrender of former lease (Kakadu lease only)**

- 5 The Former Lease is hereby determined and the Lessor and the Lessee agree to take all steps and do all things necessary to surrender the Former Lease.

(Jabiluka lease only - there is no clause 5) 193.

### **Native Title**

- 5 (Gunlom lease only) 5. Nothing in this Lease shall be construed so as to affect or derogate from in any way any native title, Aboriginal or other rights, privileges or freedom of any Relevant Aboriginals or any of them or any other person that may subsist in the Park regardless of whether such rights, privileges and freedom are recognised, established or defined before or after the execution of this Lease.

### **Term**

- 6 This Lease shall expire on the 31st day of December, two thousand and seventy eight (2078).

### **Financial Arrangements**

- 7 (1) The Lessee shall pay to the Land Council on behalf of the Lessor an annual rent of \$175,701 (Kakadu) / \$1 (Jabiluka) / \$98,000 (Gunlom) payable in advance and shall further pay to the Land Council on behalf of the Lessor:
- (a) an amount equal to 25% (Kakadu) / 0 (Jabiluka) / 13.8% (Gunlom) of receipts from any entrance and camping fees and other charges imposed in pursuance of sub-section 17(1A) of the Act, such amounts to be paid quarterly calculated by reference to receipts of the previous quarter.
  - (b) an amount equal to 25% (Kakadu) / 0 (Jabiluka) / 13.8% (Gunlom) of receipts in respect of any charge, penalty, fee, fine or impost received by the Lessee or the Commonwealth of Australia arising out of the operation of the provisions of the Act or the Regulations made thereunder in respect of commercial activities undertaken within the Park in excess of the sum of Thirty Thousand Dollars (\$30,000) ("the threshold amount") to be paid annually in arrears and calculated by reference to receipts of the previous year.
- (2) The Lessee shall pay to the Land Council on behalf of the Lessor an amount equal to 25% (Kakadu) / 0 (Jabiluka) / 13.8% (Gunlom) of the amount received by the Lessee or by the Commonwealth of Australia pursuant to the grant of any estate or interest in the Park dependent on the Lessee's interest such payments to be made within four (4) weeks of receipt by the Lessee or by the Commonwealth of Australia.
- (3) Notwithstanding any term or provision of this Lease to the contrary nothing in this clause extends to any charge, penalty, fee, fine or impost received by the Lessee or the Commonwealth of Australia and arising out of the operation of the provisions of the Act or the Regulations made thereunder other than the charges, penalties, fees, fines or imposts referred to in sub-clause 1.

## Rent Review

8. (1) The annual rent to be paid under clause 7 and the threshold amount pursuant to paragraph 7 (1) (b) (collectively “the review figures”) shall be reviewed on the first day of January, two thousand and one (2001) and thereafter at five (5) yearly intervals during the term of this Lease (collectively “the review date”) and shall be calculated by individually multiplying each of the review figures at the commencement of this Lease (called “base period”) by the fraction  $N1/B1$  .

N1 refers to the Consumer Price Index for Darwin (all groups) published by the Australian Bureau of Statistics (“the Bureau”) in respect of the quarter immediately preceding the particular review date and B1 is the Consumer Price Index for Darwin (all groups) published by that Bureau in respect of the quarter immediately preceding the base period.

- (2) In the event that at any time during the term of this Lease the Bureau shall up-date the reference base of that index, the required conversion shall be made to preserve the intended continuity of the calculations by making the appropriate arithmetical adjustment to make the up-dated index number correspond in reference base to the index number at the review date.
- (3) In the event that it is not possible to make an arithmetical adjustment as specified in sub-clause 8 (2), or if there is a change in the basis of assessment of that index or its calculation has been suspended or discontinued, then in the event of the parties failing to agree upon a formula provided for in sub-clause 8 (1) then the matter shall be referred for determination by the Australian Statistician to fix a formula for review of the review figures on the review date which will provide as nearly as practicable the same adjustments of their review figures as if the Consumer Price Index referred to in sub-clause 8 (1) had been continued without variation and the determination shall be final and binding upon the parties.
- (4) Each rent review shall be made within three (3) months prior to the review date.
- (5) The Lessor shall notify the Lessee in writing of its calculation of the increase in the review figures on the review date.
- (6) The review figures shall not be reduced in the event of a decrease in the index number since the previous review date.
- (7) If the Lessee fails or refuses to accept the Lessor’s assessment of the review figures by notice in writing or the parties fail to agree upon the review figures at the review date within 30 days after service of notice thereof by the Lessor, the review figures shall be determined by reference to arbitration and thereupon the provision of paragraphs 16(2)(a) to (d) shall apply mutatis mutandis.
- (8) The Lessee shall in the interim pay the rent including an amount equal to not less than half of the increase in rent payable as calculated by the Lessor in the event that the parties are unable to resolve the difference in their calculations prior to the date for payment of the rent.

- (9) If the Lessee has paid rent in excess of the current amount due because of the Lessor's calculation the Lessor shall repay the excess together with interest thereon at a rate equal to the interest rate charged at the time of the interim payment by the Lessee's banker for amounts equal to the excess rent paid calculated at a daily rate.

### **PART III – COVENANTS AND CONDITIONS**

#### **9. The Lessee covenants –**

- (a) to take all practicable steps to ensure compliance by all persons with the Act, regulations under the Act, this Lease and the Plan of Management;
- (b) not to transfer, assign, sublet or part with the possession of the Park or any part of the Park without the consent in writing of the Lessor;
- (c) to pay the Land Council's and the Land Trust's reasonable costs of and incidental to the preparation, execution, registration and stamping of this Lease agreed and assessed at ten thousand dollars (\$10,000) and in addition, to pay all registration fees and stamp duty payable in connection with this Lease;
- (d) to pay all rates and taxes which may at any time become due in respect of the Park;
- (e) to carry all of the risk as self-insurer in respect of the timely reinstatement to full value of any of the improvements in the Park which may be damaged or destroyed without the consent of the Lessor, being improvements existing at the date of the commencement of this Lease and such other improvements as may be made, except such improvements in respect of which there exists a contract of insurance insuring the risk to the extent of liability imposed upon the Lessee under this sub-clause;
- (f) to carry all of the risk as self-insurer as occupier of the Park as regards any liability to any third person;
- (g) as far as is practicable, to make good any damage to the Park (other than improvements) being damage caused by the Lessee except where the damage to the Park was occasioned with the consent of the Lessor or of the Board;
- (h) to comply with all Acts, regulations and other laws otherwise applicable to the Park;
- (i) to have regard in the performance of its functions in relation to the Park, to such priorities in allocating financial and other resources as are provided in the Plan of Management or determined from time to time by the Board;
- (j) to promote and protect the interests of Relevant Aboriginals;
- (k) (k) to protect areas and things of significance to Relevant Aboriginals;
- (l) to encourage the maintenance of the Aboriginal tradition of Relevant Aboriginals;
- (m) to take all practicable steps to promote Relevant Aboriginal administration management and control of the Park;

- (n) subject to the Plan of Management, to engage as many Relevant Aboriginals as is practicable to provide services in and in relation to the Park;
- (o) without limiting the generality of the foregoing, to utilise the traditional skills of Aboriginal individuals and groups in the management of the Park;
- (p) subject to the Plan of Management, to encourage Relevant Aboriginal business and commercial initiatives and enterprises within the Park;
- (q) subject to the Plan of Management, to facilitate development of outstations by Relevant Aboriginals; (Gunlom lease only)
- (r) to liaise and consult regularly with the Land Council and Relevant Aboriginal Associations in connection with the administration, management and control of the Park;((q) in Kakadu and Jabiluka leases)
- (s) to consult with and have regard to the views of the Land Council in respect of the formulation of any educational and interpretive policy in relation to the Park; ((r) in Kakadu and Jabiluka leases)
- (t) not to make any arrangements under sub-section 36(4) of the Act for the performance of functions or the exercise of powers under that Act in relation to the Park without the consent of the Land Council ((s) Kakadu and Jabiluka leases) (Kakadu and Jabiluka leases only): except arrangements for the performance of functions and the exercise of powers in relation to the Park by officers or employees of the Conservation Commission of the Northern Territory established by the Conservation Commission Act 1980 of the Northern Territory of Australia, who are responsible to the Lessee and under the direct supervision of the Service;
- (u) as far as practicable and subject to the Plan of Management and to this Lease, to provide such capital equipment and machinery as is reasonably required for the adequate maintenance of roads, camping facilities and all other Park improvements (being roads, facilities or improvements owned or controlled by the Lessee); ((t) in Kakadu and Jabiluka leases)
- (v) after consultation with and having regard to the views of Relevant Aboriginal Associations and the Land Council, and subject to the Plan of Management, to implement a licensing and induction scheme for tour operators carrying on commercial activities in the Park; ((u) in Kakadu and Jabiluka leases)
- (w) subject to the Plan of Management and the Act to use its best endeavours to collect entrance and camping and other charges and ensure such charges are properly accounted for on an audited basis; ((v) in Kakadu and Jabiluka leases) and 197.
- (x) subject to the Plan of Management, to permit an officer or officers of the Land Council to enter and move freely in the Park for the purpose of performing on behalf of the Land Council the statutory powers or functions of the Land Council.((w) in Kakadu and Jabiluka leases) (the remaining sub-clauses of clause 9 are in the Gunlom lease only)

- (y) (i) The Lessee shall at all times respect and observe all due solemnity and deference with respect to sacred sites and shall consult with the Traditional Aboriginal Owners of such sites for the purpose of:
- (A) establishing maintaining and updating a confidential register of the locations of sacred sites; and
- (B) establishing, maintaining and updating a protocol for conduct in accordance with Aboriginal tradition in respect of each sacred site, including conduct when emergency access is required;
- (ii) In so far as he is permitted by the Act, the Lessee shall take such reasonable measures requested by the Traditional Aboriginal Owners or the Land Council as are reasonably necessary to ensure the protection of any sacred sites in the Leased Area of which the Lessee has knowledge or could reasonably be expected to have such knowledge as a result of consultations pursuant to subclause 9(y)(i) hereof and to use all reasonable measures to ensure that any such sacred sites are not interfered with in any way, manner or form.
- (iii) For the purposes of this clause 9(y) a sacred site shall be interfered with if: (A) conduct which is not appropriate in accordance with Aboriginal tradition occurs at the site, or the sacred site is used or entered into not in accordance with Aboriginal tradition; and (B) such inappropriate conduct, use or entry was without permission of the Land Council.
- (iv) Such protective measures as aforesaid shall be carried out in consultation with the Traditional Aboriginal Owners of the sacred sites, the Land Trust and the Land Council and may include the prohibition of persons from any particular area or areas and without limiting the generality of the foregoing, such measures may include the posting of appropriate notices; the erection of fences or other barriers, or the closing of any access roads to or impinging on sacred sites.
- (v) In the event that damage occurs to any sacred site as a result of the Lessee being in breach of this covenant, then the Lessee shall: -( A) pay compensation for distress, injury, or trauma, whether spiritual, physical or emotional, caused to any Traditional Aboriginal Owner of the site as a result of the entry or damage; and 198.
- (z) (B) in the absence of agreement being reached within a reasonable time between the Land Council and the Lessee, the amount of any compensation payable under this clause shall be assessed by an independent person with legal qualifications and at least 10 years experience as a practitioner of law in the Supreme Court of any State or Territory in Australia who shall be appointed by the Commonwealth Minister of Aboriginal and Torres Strait Islander Affairs, and shall be a person who is of recognised high reputation and capacity and who has an acknowledged familiarity with damage caused to sacred sites and the impact of such damage on Aboriginal people associated with such sites. Compensation payable under this clause is not dependent on the Lessor or the Land Council suffering economic loss; but shall at all times be commensurate with the level of distress, injury or trauma suffered.
- (C) any such compensation shall be paid to the Land Council on behalf of those persons; and

(D) in any event restore the sacred site to such condition as the Land Council in consultation with the Traditional Aboriginal Owners shall determine.

(aa) in full consultation with the Lessor, to complete by the thirty first day of December two thousand (2000) a plan of environmental rehabilitation, in respect of the site known as Guratba (Coronation Hill) and other mine sites and associated workings in the Leased Area, so as to limit and where possible reverse the impact on the environment of any mining activities previously carried out thereon. Without limiting the generality of the foregoing such plan shall address:-

(i) removal as may be required by the Lessor, of all plant, machinery, equipment, refuse, debris or rubbish presently at each site which is not part of the natural environment of the site;

(ii) measures to minimise soil erosion at each site (including containment of mine waste);

(iii) establishment of a stable ecosystem of indigenous flora at each site, both to replace lost flora and to contribute to sub-paragraph (ii) hereof;

(iv) sealing of drill holes, mining shafts and trenches as required by the Lessor;

(v) control and eradication of weeds and animals in accordance with sub-clause 13(3) hereof; and

(vi) such other measures as may be agreed by the parties from time to time; and the Lessee shall use its best endeavours to fully implement such plan of environmental rehabilitation by the 31st day of December, two thousand and fifteen (2015).



## **Disposal of Park Equipment**

- 10 (1) Subject to any lawful obligation imposed upon the Lessee by the Audit Act 1901 or the Finance Directions issued thereunder, if at any time during the term hereof the Lessee is desirous of disposing of its interest in any property or equipment of the Lessee used in the operation of the Park, the Lessee shall give to the Lessor for the benefit of the Lessor, the Land Council or its nominee, any Relevant Aboriginal Association and any other incorporated body the membership of which is limited to Relevant Aboriginals or groups of Relevant Aboriginals (in this clause referred to as the “permitted Aboriginal purchaser”) the right of the first refusal to purchase the said property or equipment or any part thereof subject to the following terms and conditions: -
- (a) the Lessee shall give notice in writing to the Land Council of the Lessee’s intention to dispose of any such property or equipment. The notice shall constitute an offer by the Lessee to sell any such property or equipment to a permitted Aboriginal purchaser and shall specify the consideration required by the Lessee from a permitted Aboriginal purchaser for the purchase of the Lessee’s interest therein, which consideration shall not impose any more onerous an obligation or duty upon the permitted Aboriginal purchaser or require the permitted Aboriginal purchaser to pay any greater pecuniary sum than the Lessee would impose upon or require from a purchaser other than a permitted Aboriginal purchaser;
  - (b) within fourteen (14) days after the Lessee gives the said notice a permitted Aboriginal purchaser may give notice in writing to the Lessee of acceptance or rejection of the Lessee’s offer to sell;
  - (c) in the event of the giving of a notice of acceptance there shall be deemed to be a binding contract for sale by the Lessee and purchase by the permitted Aboriginal purchaser of the Lessee’s interest in the said property or equipment for the consideration stated in the Lessee’s notice;
  - (d) the purchase price shall be paid within thirty (30) days from the date on which the notice of acceptance is given to the Lessee and, if the permitted Aboriginal purchaser shall make default in payment of the purchase price or any part thereof, it shall be lawful for the Lessee at its option and without prejudice to any other legal rights or remedies that the Lessee may have, upon giving fourteen (14) days notice in writing to the permitted Aboriginal purchaser, to rescind the contract constituted pursuant to paragraph (b) and thereupon to resell the said property or equipment by public auction or private contract and any deficiency on resale together with all outgoings, costs and expenses of and incidental to resale shall immediately thereafter be made good by the particular permitted Aboriginal purchaser to the Lessee; and
  - (e) in the event that a notice of acceptance is not given within the time limit as aforesaid, the Lessee shall then be at liberty to sell the said property or equipment by private contract to any other person for a pecuniary sum being not less than that specified in the notice in writing given pursuant to paragraph (a) or by public auction.

- (2) In this clause “property or equipment used in the operation of the Park” means property or equipment in such categories as is agreed upon between the Land Council and the Lessee.

### **Quiet Enjoyment**

- 11 The Lessee paying the rent hereby reserved and observing and performing the covenants on its part and the conditions contained in this Lease shall during the whole of the term quietly enjoy the Park without any interruption or disturbance by the Lessor or any person claiming by, from under or in trust for the Lessor.

### **Amendment of Act, etc**

- 12 (1) Subject to sub-clause 12(4) hereof, the Lessee and the Lessor agree that the enactment of any Act or the making of any regulations (Gunlom lease only): or the coming into operation of a Plan of Management which is or are:-

(i) inconsistent with this Lease, (and where, in the case of an Act or Regulations, such Act is or regulations are applicable to the Park); and

(ii) substantially detrimental to the interests of the Lessor or Relevant Aboriginals as regards the administration, management or control of the Park,

shall be deemed to be a breach of a fundamental term of this Lease for which this Lease may (subject to sub-clause 12(2)) be terminated on eighteen (18) months notice in writing (“a termination notice”) by the Lessor to the Lessee.

(2) (i) Where the Lessor by notice in writing advises the Lessee of an alleged breach of sub-clause (1) hereof, the parties shall meet in Darwin or such other place as agreed within thirty (30) days of the receipt of the notice by the Lessee (“the thirty (30) day period”) to discuss whether there has been a breach of sub-clause (1);

(ii) where the Lessor is ready, willing and able to meet with the Lessee but the parties do not meet within the thirty (30) day period due to the wilful neglect failure or refusal by the Lessee, then the said alleged breach shall be deemed to be an actual breach of sub-clause (1), provided however that where the failure to meet is occasioned by the Lessor or by factors beyond the control of the Lessee or the Lessor then the parties shall meet at such other time as is mutually agreed upon but in any event within thirty (30) days of the expiration of the initial thirty (30) day period;

(iii) where the parties agree within the thirty (30) day period or any extension thereof that the said alleged breach is an actual breach, there shall be deemed to be an actual breach of sub-clause(1);

(iv) where the parties meet but do not agree within the thirty (30) day period or any extension thereof that the said alleged breach is an actual breach the question of whether the said alleged breach is an actual breach shall be referred to arbitration pursuant to clause 17; 201.

(v) if there is deemed to be an actual breach or if an arbitrator finds that there is an actual breach, the Lessor may as from the date of the deeming or the finding (as the case may be) (“the trigger date”) issue a termination notice.

(3) Where a termination notice is issued, representatives of the Land Council and the Lessee shall as soon as possible within the period of the notice, meet and enter into bona fide negotiations with a view to the grant of a new lease.

(4) Where, within one hundred and eighty (180) days after the trigger date, a termination notice is not issued as provided in sub-clause 12(2) then the Lessor, representatives of the Land Council and the Lessee shall meet to discuss whether to vary any provisions of this Lease including the rent, but not including the term.

(5) Clauses 16 and 17 shall not apply to any negotiations entered into under sub-clause 12(3).

(6) (i) Where the Act or regulations giving rise to a termination notice is amended prior to termination of this Lease so as to no longer offend against sub-clause 12(1), the said termination notice shall immediately upon commencement of the amending Act or regulation, cease to have any force or effect.

(ii) Where the parties fail to agree that the amended Act or regulations no longer offend against sub-clause 12(1) the disagreement will upon notice by either party be referred to arbitration pursuant to Clause 17.

(iii) Time shall not run with respect to the termination notice from the date of the notice referred to in paragraph 12(6)(ii) until the date of the finding by the arbitrator.

(7) Without limiting the generality of the meaning of the term “substantially detrimental to the interests of the Lessor or Relevant Aboriginals as regards the administration, management or control of the Park” an actual or proposed transfer, assignment, sublease or parting with possession of the Park or any part of the Park by the Lessee without the consent in writing of the Lessor shall at all times be substantially detrimental to the interests of the Lessor or Relevant Aboriginals as regards the administration, management or control of the Park.

**Park to be managed in accordance with the Act, etc.**

13 (1) The Lessor and the Lessee agree that the Park shall be subject to administration, management and control in accordance with this Lease, the Act, regulations made under the Act and with the Plan of Management in force in relation to the Park pursuant to the Act.

(2) The Lessee covenants that the flora, fauna, cultural heritage and natural environment of the Park shall be preserved, managed and maintained according to the best comparable management practices established for National Parks anywhere in the world or where no comparable management practices exist, to the highest standards practicable.

(3) Without limiting the generality of sub-clause 13(2):- (a) the Lessee shall use his best endeavours to control and eradicate infestations of *Mimosa pigra*, *Salvinia molesta* (and *Calatropis procera* - Gunlom lease only) in the Park: (b) the Lessee shall protect known Aboriginal rock art sites from damage caused by natural occurrences including fire and water; and (c) the Lessee shall use his best endeavours to control and eradicate infestations of cane toads (*Bufo marinus*) in the Park. (Gunlom lease only)

### **Lessee's indemnity**

- 14 The Lessee shall indemnify the Lessor, its servants, agents or invitees (to the extent that the Lessor, its servants, agents or invitees is not or are not negligent) against all actions and claims whatsoever that may be brought, made or prosecuted against the Lessor, its servants, agents or invitees in respect of any action or claim arising out of any act or omission (whether negligent or otherwise) of the Lessee, its servants agents or invitees in or in relation to the Park.

### **Termination**

- 15 This Lease may be terminated in writing at any time with the agreement of both the Lessor and the Lessee.

### **Variation**

- 16 (1) The Lessor and the Lessee may from time to time by agreement in writing add to, substitute for, cancel or vary any of the provisions of this Lease.
- (2) The Lessee shall at least once every five years meet with the representatives of the Lessor and the Land Council to review the provisions of this Lease excepting the term, and
- (a) if the Lessor and the Lessee agree upon any variation to this Lease, the Land Council shall direct the Lessor to execute any or all documents necessary or desirable to give full effect to the variation;
- (b) if the Lessor and the Lessee fail to agree upon any variation to this Lease proposed by either party, the disagreement may, at the option of either party, be referred to arbitration by a barrister or solicitor of ten (10) years standing agreed between the parties or failing agreement, a person nominated by the Chief Justice of the Federal Court of Australia; or if the said Judge fails to nominate an arbitrator within thirty (30) days after having been requested in writing by one of the parties so to do, by an arbitrator nominated by the President for the time being of the Law Council of Australia or its successor;
- (c) in determining the question of any variation to this Lease, the provisions of the Commercial Arbitration Act (NT) shall apply and the arbitrator shall have regard to the following matters:
- (i) the preservation and protection of Aboriginal ways of life, culture and tradition;
  - (ii) the interests, proposals, opinions and wishes of the Relevant Aboriginals in relation to the management, use and control of the Park;
  - (iii) the growth and development of Aboriginal social, cultural and economic structures;
  - (iv) freedom of access to the Park by Relevant Aboriginals and their freedom to carry out in the Park rites, ceremonies and other activities in accordance with Aboriginal tradition;

- (v) the preservation of the natural environment;
  - (vi) the use of the Park for tourist activities; and
  - (vii) the duties, functions and responsibilities of the Lessee in relation to the Park; and
- (d) notwithstanding any of the foregoing, the arbitrator's determination shall:
- (i) preserve the benefits and the essential rights conferred on the Lessor by this Lease, and
  - (ii) not reduce the payments or the rates of payments payable in accordance with Clauses 7 and 8.

### **Arbitration**

- 17 If a dispute arises between the Lessor and the Lessee or between the Land Council and the Lessee in respect of matters to be agreed, formulated, discussed or requested pursuant to the Lease then either party may serve notice upon the other requiring that it submit the dispute to arbitration and thereupon the provisions of paragraph 16(2) (a) to (d) shall apply mutatis mutandis.

### **Parties to negotiate five years before expiry**

- 18 The Lessor and the Lessee agree that they will enter into negotiations for the renewal or extension of the term of this Lease not later than five years before its expiration.

### **Research and exchange of Information**

- 19 (1) The Lessee agrees to permit and direct persons from time to time chosen by the Lessee, after consultation with the Land Council, being persons employed by the Lessee or under his authority, to assist the Land Council or a person authorised in writing by the Land Council in respect of any reasonable programme involving the identification and recording of Aboriginal sacred sites within the Park.
- (2) The Lessee shall provide reasonable equipment and facilities for persons who are in accordance with sub-clause (1) permitted and directed to assist in the identification and recording of Aboriginal sacred sites within the Park.
- (3) The Lessee agrees to make available to the Chairman of the Land Council or any person authorised in writing by the Land Council, access to all information relating to the Park including research reports sponsored, procured or supported by the Lessee that are in the possession of the Lessee other than information that would be privileged from production in litigation and information the disclosure of which would in the opinion of the Lessee, involve an unreasonable invasion of the privacy of an individual, or which is otherwise exempt from disclosure under the Freedom of Information Act 1982 whether or not that Act applies to the information.

(4) The Lessor agrees that the Land Council may make available to the Lessee or a person duly authorised in writing by the Lessee, all information of the Lessor relating to the Park including research reports sponsored, procured or supported by the Land Council that are in the possession of the Land Council other than information that would be privileged from production in litigation and information the disclosure of which would, in the opinion of the Land Council, involve an unreasonable invasion of the privacy of an individual or which is otherwise exempt from disclosure under the Freedom of Information Act 1982 whether or not that Act applies to the information.

(5) The use of Aboriginal Cultural Material relating to the Leased Area and which is in the possession, custody or control of the Lessee, shall be subject to the memorandum of understanding dated the twelfth day of May 1995 and made between the Land Council and the Lessee a copy of which is attached hereto as Annexure B. (Gunlom lease only)

### **Developments in the Park**

- 20 (1) The Lessor and the Lessee agree that the Land Council and the Lessee shall meet from time to time to formulate written policy in respect of environmental evaluation of proposed developments in the Park.
- (2) A proposed development shall not take place except in accordance with any policy formulated under this clause.

### **Aboriginal training and employment**

- 21 (1) The Lessee agrees:
- (a) to implement an Aboriginal training programme for Aboriginal persons resident in the Region the broad objectives of which are agreed with the Land Council comprising training in skills relevant to all levels of administration, planning, management and control of the Park;
  - (b) to employ training officers in the Park whenever necessary, and to give preference in employment of such officers to suitably qualified Relevant Aboriginals;
  - (c) subject to giving preference to Relevant Aboriginals, to use its best endeavours to employ in the Park in positions which are appropriate having regard to qualifications acquired in participation in the Aboriginal training programme, all persons who complete a course of the programme or, where such positions are not available, to assist in finding comparable employment;
  - (d) to provide appropriate and reasonable resources (including staff, training, facilities and accommodation) for Aboriginal trainees;
  - (e) in the Aboriginal training programme, to offer a course in ranger training, and land management skills up to and including, where appropriate, those required to fill the positions of District Supervisor and Park Superintendent or alternatively to provide such training by outside placement;

- (f) to actively seek to achieve that at the earliest practicable opportunity during the term of this Lease the majority of permanent employment positions in the Park are held by suitably qualified Relevant Aboriginals; and
- (g) to such extent as is practicable, provide for continuing training in appropriate skills including literacy and numeracy for Aboriginal persons employed in permanent positions in the Park.

2) The Lessee agrees: -

- (a) to procure that from time to time (but no later than 6 months after commencement of duties of any member of the Park staff) each member of the Park staff involved in administration, planning, management and control of the Park attend a cross cultural course the broad objectives of which are agreed with the Land Council;
- (b) in the Aboriginal training programme and subsequent employment, to place particular emphasis on Aboriginality and Aboriginal land management practices;
- (c) to take all practicable steps to adjust working hours and conditions to the needs and culture of Aboriginals employed in the Park.

### **Funding**

22 Subject to the Act the Lessee shall from monies lawfully available to the Lessee pay to the Board such moneys as are reasonably required for the administration of the Board and for the payment of any reasonable expenses incurred by members of the Board in the performance of their duties (herein collectively referred to as "the administrative costs of the Board").

(2) The Lessee shall not make a payment under sub-clause 22 (1) unless and until the Board is empowered to receive and expend such payment.

(3) This clause does not have operation to the extent that the administrative costs of the Board are met from another source or sources, including an appropriation by the Parliament.

### **Staffing**

23 (1) The Lessee will at all times use its best endeavours to maintain staff within the Park at the level and designations of staff requirements provided for in the Plan of Management.

(2) Subject to the Public Service Act 1922 and industrial awards and agreements, the Lessee agrees that arrangements existing at the commencement of this Lease in respect of Aboriginal representation on staff selection panels shall continue for the term of this Lease.

(3) If by operation of law sub-clause 23(2) is held to be of no force or effect, the Lessee agrees to consult with the Land Council concerning the procedures for selection and

appointment of any permanent staff in the Park where duties and functions will involve substantial involvement with park administration management or control.

(4) Where levels of staff in the Park fall significantly below those referred to in subclause 23(1) the Lessee and the Land Council shall meet and discuss matters arising as a result of the staff levels.

### **Liquor Licences**

24 Insofar as the Lessee by virtue of any powers vested in it has any control over liquor distribution or consumption in the Park the Lessee shall consult with and have regard to the views of the Land Council in the exercising of those powers.

### **Restrictions on access**

25 (1) The Land Council may request the Lessee to restrict access to areas of the Park for the purposes of Aboriginal use of those areas.

(2) Where the Lessee is empowered to so restrict access to areas of the Park he shall accede to any reasonable request under sub-clause 25(1).

(3) The Lessee acknowledges that the Leased Area is part of the sacred site known as "Sickness Country" and in so far as his powers and duties under the Act allow he shall use his best endeavours to comply with Relevant Aboriginal tradition regarding access to sacred sites and agrees to establish a protocol with the Relevant Aborigines regarding such access.

(4) In respect of the parts of the Leased Area which are sacred sites registered under the Northern Territory Aboriginal Sacred Sites Act 1989 and are shown shaded solid red on the plan attached hereto as Annexure A and in so far as the Lessee's powers and duties under the Act allow, the Lessee shall not permit access by the public nor carry out works such as earthworks, stoneworks or works on Aboriginal rock art thereon save with the prior written permission of the Land Council which may only be given after the Land Council has consulted the Traditional Aboriginal Owners of Sickness Country and is satisfied that they as a group consent. Such permission may be given on reasonable terms and conditions including conditions such as time of entry, persons permitted to enter and/or that persons must be accompanied by a representative of or a cultural adviser selected by such Traditional Aboriginal Owners.

(5) In respect of the parts of the Leased Area shown hatched in blue on the said plan, the Lessee shall, in so far as practicable, restrict entry by members of the public to those persons who have obtained prior written permission from the Lessee.

(6) If the Lessor so requests, the Lessee shall provide to the Lessor or his nominee, reasonable funding for such cultural adviser, including but not limited to: a salary equivalent to AS04 in the Commonwealth Public Service; normal employment overheads; and reasonable travel and accommodation expenses.

(7) Such permission and conditions of entry to Sickness Country may be incorporated into an agreed Plan of Management if such Traditional Aboriginal Owners so agree.



### **Service of Notices, &c.**

- 26 (1) Any notice, request, consent approval, communication or other document (in this clause called a “communication”) to be given under this Lease shall be in writing addressed as follows: If to the Lessor - [address] If to the Lessee - [address] If to the Northern Land Council - [address] If to the Board -As notified in writing by the Board or to such other address as the relevant party or body may nominate by notice to each other party or body
- (2) Each communication shall be delivered by hand, or mailed by pre-paid registered post, or sent by telegram or facsimile transmission, to the address of the party or body to which it is being given and shall be deemed to have been given -
- (a) if received before 4:00pm on a business day - when it is received; and
- (b) if received at any other time - on the business day next following the day of receipt.

### **Definition of terms**

- 27 (1) In this Lease: -

“ Aboriginal” means a person who is a member of the Aboriginal race of Australia;

“Aboriginal Cultural Material” has the same meaning as in the memorandum of understanding dated 12th May 1995, made between the Land Council and the Lessee a copy of which is attached hereto as Annexure B. (Gunlom lease only) “Aboriginal Land” has the same meaning as in the Land Rights Act; 208. “Aboriginal tradition” has the same meaning as in the Land Rights Act,

“the Act” means the National Parks and Wildlife Conservation Act 1975;

“Board” means the Board established in relation to Kakadu National Park in accordance with the Act;

“Cultural Adviser” means the person nominated by the Traditional Aboriginal Owners in accordance with the provisions of sub-clause 25(4). (Gunlom lease only)

“Former Lease” means those leases in the Registrar Book at the Land Titles Office, Darwin in the Northern Territory of Australia being instruments No. 79731, No. 79732 and No. 79733. (Kakadu lease only)

“Land Council” means Northern Land Council established under the Land Rights Act or any other Land Council that may be established for the area in accordance with section 21 of the Land Rights Act;

“Land Rights Act” means the Aboriginal Land Rights (Northern Territory) Act 1976;

“Land Trust” means an Aboriginal Land Trust constituted under section 4 of the Land Rights Act;

“Leased Area” means the area of land the subject of this Lease being part of Northern Territory Portion 4774 more particularly shown on plan S95/212 which has been deposited at the Land Titles Office, Darwin, being the whole of the land comprised in the Grant Registered Volume 477 folio 049. (Gunlom lease only)

“Lessor” includes the Lessor’s successors, assigns, servants, agents and contractors.(Gunlom lease only)

“Lessee” includes the Lessee’s successors, permitted assigns, employees, licensees, invitees, servants, agents and contractors. (Gunlom lease only)

“the Park” unless the context otherwise admits, means so much of Kakadu National Park as is leased to the Lessee from an Aboriginal Land Trust whether by this Lease or another lease;

“Region” has the same meaning as in paragraph (1) of the definition of “Region” in section 3 of the Act;

“Relevant Aboriginals” means all the traditional Aboriginal owners of the Park and the Aboriginals entitled to enter upon or use or occupy the Park in accordance with Aboriginal tradition governing the rights of that Aboriginal or group of Aboriginals with respect to the Park whether or not those rights are qualified as to place, time, circumstances, purpose, permission or any other factor and the Aboriginals permitted by them to reside in the Park;

“Relevant Aboriginal Association” means any incorporated Aboriginal Association or group whose members live in or are Relevant Aboriginals in relation to the Park; 209.  
“Sickness Country” means the Bula Sickness Country as identified on the map attached as Annexure A to this Agreement. (Gunlom lease only)

“sacred site” has the same meaning as in the Land Rights Act; “Plan of Management” has the same meaning as in the Act;

“Traditional Aboriginal Owners” has the same meaning as in the Land Rights Act;

(2) Unless the contrary intention appears this Lease shall be interpreted in accord with the provisions of the Acts Interpretation Act 1901 of the Commonwealth of Australia, where applicable, as if this Lease were an Act.

IN WITNESS WHEREOF the parties have executed this Memorandum of Lease.

the 27th day of March 1991 (Kakadu and Jabiluka leases)  
the 20th day of May 1996 (Gunlom lease only).

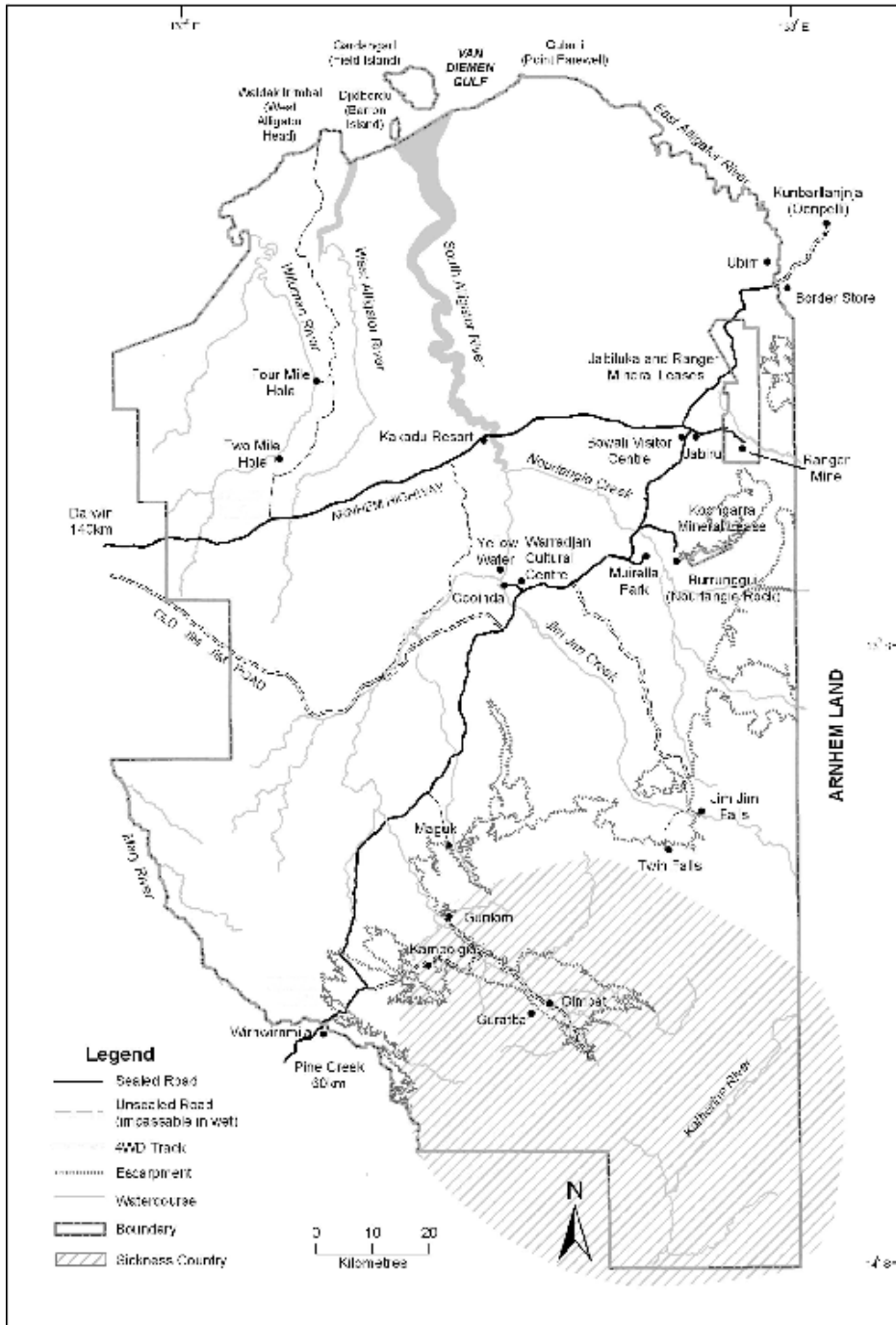
**Annexure A**

Plan of Leased Area showing Sickness Country, Registered sacred sites and areas where public access need not be by permit.

**Annexure B**

Memorandum of Understanding of 12 May 1995

## Annexure A – Sickness country



## **Annexure B**

### **To Lease by Gunlom Aboriginal Land Trust to the Director of National Parks and Wildlife**

#### **MEMORANDUM OF UNDERSTANDING REGARDING THE CONTROL OF ABORIGINAL CULTURAL MATERIAL IN KAKADU NATIONAL PARK**

1 This Memorandum of Understanding sets out agreed arrangements for the control of Aboriginal cultural material from Kakadu National Park which is within the custody, power or control of the Director of National Parks and Wildlife.

2 For the purpose of this memorandum;

“Aboriginal” means a person who is a member of the Aboriginal race of Australia.

“Aboriginal Cultural Material” includes;

- a) archaeological sites, rock art (including paintings, carvings, engravings and imprints), wooden and stone implements and other physical artefacts produced by Aboriginal people as a result of the traditional use of land within Kakadu National Park;
- b) photographs (including negatives), video and cinemagraphic recordings of Aboriginal people, their living areas, archaeological sites, rock art and physical material;
- c) audio recordings of Aboriginals;
- d) unpublished printed material, field notes, maps and computer data containing information relating to the traditional use or occupation of Kakadu by Aboriginals; and
- e) human, animal and plant remains that are of significance to Aboriginal people within the possession, custody or control of the Director.

“the Act” means the National Parks and Wildlife Conservation Act 1975.

“the Committee” means the Bining Heritage Management Committee established by the traditional owners of Kakadu to act on their behalf in relation to the control of their cultural heritage or such other body as is approved by the traditional Aboriginal owners of Kakadu, as a group, to fulfil that function.

“the Director” means the Director of National Parks and Wildlife and includes his servants, agents and delegates.

“Kakadu” means Kakadu National Park.

“Recording” means any physical recording, representation or depiction of Aboriginal cultural material or ceremony, and includes written records, pictorial representations, audio tapes, photographs, films, video tapes, and digital recordings.

“Regulations” means the National Parks and Wildlife Regulations.

- 3 This memorandum is subject to and should be read in accordance with the Act, the Regulations and the Plan of Management for Kakadu.
- 4 The terms used in the memorandum are to have the same meaning as in the Act and the Regulations unless otherwise defined herein.
- 5 Under the Act a function of the Director is the administration, management and control of Kakadu National Park.
- 6 It is the function of the Northern Land Council to protect the interests of traditional Aboriginal owners of, and other Aboriginals interested in, Aboriginal Land in its area. It is also a function of the Northern Land Council to assist Aboriginals in taking measures likely to assist in the protection of sacred sites on land (whether or not Aboriginal Land) in its area.
- 7 The Director will as soon as practicable establish and thereafter maintain, in a manner approved by the Committee, a register of all Aboriginal cultural material in Kakadu.
- 8 The Director will in conjunction with, and subject to the approval of, the Committee develop a protocol for access to the register.
- 9 The Director will take all practicable steps to ensure that;
  - a) members of the public who visit Kakadu are made aware that Aboriginal people are sensitive to being photographed and to their land, living areas, sacred sites and other cultural material such as ceremonies or rock art being photographed;
  - b) any Recording made by Kakadu staff, contractors and consultants in the course of their official duties is only to be on material owned and supplied by the Director and that those materials remain the property of and in the control of the Director, for access and use only in accordance with the terms of this memorandum and as approved by the Committee;
  - c) any Recording of Aboriginal Cultural Material will not be published without the consent of the Committee;
  - d) all cultural research permits issued in Kakadu have the prior approval of the Committee;
  - e) it shall be made a condition of grants of all cultural research permits that the permit holders acknowledge that any Recording remains under the control of the Director and cannot be used or published without his prior written consent and the Committee’s approval;

- f) it shall be made a condition of grants of all commercial film permits that the use of any Recording for advertising purposes must have the prior written consent of the Director and the Committee's approval.
- 10 The Director will do everything practicable to provide appropriate storage areas for Aboriginal cultural material in Kakadu.
- 11 The Director will support the efforts of traditional owners and other Aboriginal people to secure the return of Aboriginal cultural material that has been removed from Kakadu.
- 12 The Directors will not transfer control of any Aboriginal cultural material to any other person without the consent of the Committee.
- 13 The Director and the Committee will develop a protocol for staff, contractors and consultants dealings with Aboriginal cultural material and Recordings and the Director will require staff, contractors and consultants to give their written agreement to abide by the protocol.
- 14 The parties acknowledge that nothing in this memorandum is intended to affect any native title to Aboriginal cultural material.
- 15 The parties to this memorandum may, by agreement, review and if necessary modify or vary the terms of this memorandum from time to time as necessary.

DATED the Twelfth day of May 1995.

## **Appendix B. World Heritage attributes of Kakadu National Park**

The Convention Concerning the Protection of the World Cultural and Natural Heritage is concerned with identifying, protecting and conserving cultural or natural features of outstanding universal value. Kakadu is listed as a World Heritage area under the following cultural and natural criteria:

### **Cultural Criteria**

- Criterion (i) Represent a unique artistic achievement, a masterpiece of the creative genius**  
and  
**Criterion (vi) Be directly or tangibly associated with events or with ideas or beliefs of outstanding universal significance**

The cultural sites of Kakadu National Park exhibit six attributes that place them among the greatest bodies of sites in the world.

- The cultural sites within the Park are of great antiquity and have a continuous temporal span from the Pleistocene Epoch until the present.
- The sites exhibit great diversity, both in space and through time, yet the overwhelming picture is one of continuous cultural development.
- The art sites in themselves represent a unique artistic achievement.
- The cultural tradition demonstrated in the art and archaeological record is a living tradition that continues today.
- The state of preservation of sites is generally very good and, because the sites are protected by national park status, this level of preservation is likely to continue.
- The sites compare favorably with similar types of sites in Australia and elsewhere.

This combination of attributes makes Kakadu rare, if not unique, in the world.

### **Natural Criteria**

Kakadu National Park contains natural features of such outstanding diversity and value that they are considered to meet three of the natural criteria for a World Heritage property.

- Criterion (ii) Outstanding examples representing significant ongoing geological processes, biological evolution and man's interaction with his natural environment.**

Kakadu National Park contains examples representing ongoing geological processes, biological evolution and evidence of human interaction with the natural environment.

- Kakadu National Park incorporates coastal riverine and estuarine floodplains, sites of ongoing geological processes.
- The Park represents a series of interacting ecosystems and contains a wide variety of environmental gradients and contiguous landscapes, within which ecological processes are perpetuated.
- The archaeological remains and rock art of Kakadu National Park bear remarkable witness to past environments in northern Australia and to human interaction with these environments.
- The early art illustrates species that are long extinct and provides a record of the changing species composition of the various environments within the region over tens of thousands of years.
- Archaeological evidence indicates that Aboriginal people actively managed the landscape, for example, through the use of fire.

**Criterion (iii) Unique, rare or superlative natural phenomena, formations or features or areas of exceptional beauty.**

Kakadu National Park contains features of great natural beauty and magnificent, sweeping landscapes.

- The Park contains internationally important wetlands, which are of considerable conservation significance for many species.
- The Park incorporates almost the entire catchment of a tropical river system.
- The spectacular escarpment and its outliers extend for hundreds of kilometres. Large waterfalls surge over the escarpment edge during the wet season, and small streams have cut cool, moist gorges that are inhabited by a once more widespread tropical and ancient flora.
- The escarpment has provided natural galleries in which Aboriginal people have been able to record and express their culture and religion for thousands of years.
- Views from the plateau are breathtaking: a vast expanse of eucalypt forest and woodland intermingled with a diversity of other habitats in close proximity to each other.
- The southern-most landscape incorporates low rolling hills of diverse geology, confined creeks and rivers, which are important dry season refuges for much of the park's wildlife, and vegetation types that differ from those of the park's northern landscape.

**Criterion (iv) The most important and significant habitats where species of plants and animals of outstanding universal value from the point of view of science and conservation still survive.**

Kakadu National Park plays a vital role in ensuring the continued existence of many species of outstanding conservation and scientific value, and is regarded as a key conservation region for Australian biota.



- Kakadu National Park is representative of the ecosystems of a vast area of northern Australia and contains habitat types not found anywhere else.
- The Park has the widest range of habitats and the greatest species diversity of any similar-sized area in monsoonal north Australia.
- Over 50 species of flora in the park are of particular conservation significance and over 40 of these have been listed by a national consensus of rare or threatened species as having special significance.
- For rare and endangered mammals, the northern part of the Northern Territory (where Kakadu is located) is one of four regions in Australia of comparable diversity.
- Of the many fauna species of particular conservation significance in Kakadu National Park, 14 have been recognised by national and international authorities as having special status; and 117 migratory species are listed under international conservation agreements.
- A number of fauna species in the park are of outstanding scientific value because they are of taxonomic or zoogeographic significance.

### **Integrity**

The integrity of the natural attributes of property is met by the park's large size, its national park status, and its management for conservation, which ensure that:

- Geological evolution of the coastal riverine plains will continue with minimal modern development in that environment or its upstream areas;
- The outstanding natural phenomena, formations and features and areas of exceptional natural beauty will be protected;
- Biological evolution in the ecological systems of the park will continue in a natural manner with minimal disturbance from modern development;
- The extensive record of Aboriginal people's interaction with the natural environment will be conserved;
- Suitable management measures to conserve Aboriginal archaeological and art sites will continue; and
- Those species in the park that represent the various elements of the Australian biota will be conserved subject to the natural changes in ecological systems.

## **Appendix C. Key result area outcomes relevant to Kakadu National Park**

The following KRA outcomes developed by the Director of National Parks are relevant to Kakadu National Park.

### **KRA 1: Natural Heritage Management**

- 1.1 Natural values for which the Commonwealth reserves were declared and/or recognized have been maintained.
- 1.2 Populations of EPBC listed threatened species and their habitats have been conserved.

### **KRA 2: Cultural Heritage Management**

- 2.1 Cultural heritage values, both Indigenous and non-Indigenous, for which the parks were declared and are recognised have been protected and conserved.
- 2.2 Living cultural traditions are being maintained.
- 2.3 The impacts of threats to cultural values have been minimised.
- 2.4 Wide awareness and appreciation that parks are managed and presented as living cultural landscapes and seascapes has been achieved.

### **KRA 3: Joint Management**

- 3.1 Joint management is being practiced through:
  - implementation of lease provisions and prescriptions contained in management plans;
  - implementation of relevant decisions made by Boards of management;
  - growing capacity and increasing participation of traditional owners in park management; and
  - positive, harmonious relationships.
- 3.2 Traditional owners and Boards of Management are increasingly satisfied with park management.

### **KRA 4: Visitor Management and Park Use**

- 4.1 Visitors to Commonwealth reserves enjoy inspirational, satisfying and safe experiences.
- 4.2 Visitor impacts (on reserve management, values, the environment and other visitors) are within acceptable levels.
- 4.3 Public awareness and appreciation of the values of Commonwealth reserves has been enhanced.
- 4.4 Commercial operators provide a high quality service to park visitors.

**KRA 5: Stakeholders and Partnerships**

- 5.1 Volunteers contribute to area management based on clearly defined roles.
- 5.2 Stakeholders eg neighbours, State agencies and park user groups, are involved in, and contribute effectively to, park management activities.
- 5.3 Commercial and other partnership opportunities are encouraged and evaluated.
- 5.4 NRS grants under the Natural Heritage Trust are delivered in accordance with agreed strategies and policies.

**KRA 6: Business Management**

- 6.1 Planning and decision-making is based on best available information; legislative obligations; PA policy and social justice principles.
- 6.2 Financial and business management is based on better practice and Government requirements.
- 6.3 High levels of staff expertise and performance is recognized and valued.
- 6.4 Obligations under the EPBC Act and Regulations relating to management of Commonwealth reserves are complied with.
- 6.5 Ministerial directions and other obligations are complied with.

## Appendix D. Threatened species occurring in Kakadu National Park

Common name	Scientific name	EPBC Act	NT status	Habitat
<b>Plants</b>				
-	<i>Acacia</i> D19063 Graveside Gorge	Not listed	NA*	Sandstone
-	<i>Boronia laxa</i>	VU	NT	Sandstone
-	<i>Boronia rupicola</i>	VU	NT	Sandstone
-	<i>Boronia suberosa</i>	VU	VU#	Sandstone
-	<i>Boronia verecunda</i>	VU	NT	Sandstone
-	<i>Boronia xanthastrum</i>	VU	NT	Sandstone
-	<i>Calytrix inopinata</i>	Not listed	VU#	Sandstone
-	<i>Cycas armstrongii</i>	Not listed	VU	Lowland woodland
-	<i>Dubouzetia australiensis</i>	Not listed	EN	Sandstone
-	<i>Gleichenia dicarpa</i>	Not listed	VU	Sandstone
-	<i>Helicteres</i> D21039 <i>linifolia</i>	Not listed	VU#	Lowland woodland
-	<i>Hibiscus brennanii</i>	Not listed	VU	Lowland woodland
-	<i>Litbomyrtus linariifolia</i>	Not listed	VU	Sandstone
-	<i>Malaxis latifolia</i>	Not listed	VU	Lowland rainforest
-	<i>Monochoria hastata</i>	Not listed	VU	Swamp
-	<i>Sauropus filicinus</i>	VU	DD	Sandstone
-	<i>Utricularia subulata</i>	Not listed	EN	Lowland wet heath
<b>Insects</b>				
Northern grassdart butterfly	<i>Taractrocer a ilia ilia</i>	Not listed	VU	Sandstone
<b>Fish</b>				
Freshwater tongue sole	<i>Cynoglossus heterolepis</i>	Not listed	EN	Freshwater river
Speartooth shark	<i>Glyphis</i> sp.A.	CE	EN	Estuarine; freshwater river
Northern river shark	<i>Glyphis</i> sp. C.	EN	EN	Estuarine; freshwater river
Dwarf sawfish	<i>Pristis clavata</i>	Not listed	VU	Marine; estuarine; freshwater river
Freshwater sawfish	<i>Pristis microdon</i>	VU	DD	Estuarine; freshwater river
<b>Reptiles</b>				
Loggerhead turtle	<i>Caretta caretta</i>	EN	EN	Coastal and marine
Green turtle	<i>Chelonia mydas</i>	VU	LC	Coastal and marine
Olive Ridley turtle	<i>Lepidochelys olivacea</i>	EN	DD	Coastal and marine
Flatback turtle	<i>Natator depressus</i>	VU	DD	Coastal and marine
Pig-nosed turtle	<i>Carettochelys insculpta</i>	(VU)**	NT	Freshwater river

Common name	Scientific name	EPBC Act	NT status	Habitat
<b>Plants</b>				
Yellow-snouted gecko	<i>Diplodactylus ocellatus</i>	Not listed	VU	Lowland woodland
Arnhemland egernia	<i>Egernia obiri</i>	Not listed	DD*	Sandstone
Oenpelli python	<i>Morelia oenpelliensis</i>	Not listed	VU	Sandstone
<b>Birds</b>				
Emu	<i>Dromaius novaehollandiae</i>	Not listed	VU	Lowland woodland
Red goshawk	<i>Erythrotriorchis radiatus</i>	VU	VU	Lowland woodland
Australian bustard	<i>Ardeotis australis</i>	Not listed	VU	Lowland woodland; grassland
Partridge pigeon	<i>Geophaps smithii smithii</i>	VU	NT	Lowland woodland
Masked owl	<i>Tyto novaehollandiae kimberli</i>	VU	NT	Lowland woodland
White-throated grasswren	<i>Amytornis woodwardi</i>	Not listed	VU	Sandstone
Yellow chat	<i>Epthianura crocea tunneyi</i>	Not listed	EN	Floodplain
Northern shrike-tit	<i>Falcunculus (frontatus) whitei</i>	VU	DD	Lowland woodland
Gouldian finch	<i>Erythrura gouldiae</i>	EN	EN	Lowland woodland
Northern quoll	<i>Dasyurus hallucatus</i>	(VU)**	VU	Sandstone; lowland woodland
Northern brush-tailed phascogale	<i>Phascogale (tapoatafa) pirata</i>	Not listed	VU	Lowland woodland
Golden bandicoot	<i>Isodon auratus auratus</i>	VU	EN	Sandstone (?)
Bare-rumped sheath-tail bat	<i>Saccolaimus saccolaimus nudicluniatus</i>	CE	DD	Lowland woodland
Arnhem leaf-nosed bat	<i>Hipposideros (diadema) inornata</i>	Not listed	VU	Sandstone
Brush-tailed rabbit-rat	<i>Conilurus penicillatus</i>	Not listed	VU	Lowland woodland
Golden-backed tree-rat	<i>Mesembriomys macrurus</i>	VU	EN	Sandstone (?)
Water mouse (false water-rat)	<i>Xeromys myoides</i>	VU	DD	Floodplain; swamps; mangroves
Arnhem rock-rat	<i>Zygomys maini</i>	Not listed	VU	Sandstone

Note: this list may be amended during the life of the Plan as new information becomes available.

CE: Critically endangered EN: Endangered VU: Vulnerable

For Northern Territory status only: NT: Near threatened LC: Least concern DD: Data deficient

\* These species are not currently listed, but are likely to be added in the near future.

\*\* These species were nominated as Vulnerable in 2004, and are now in the process of assessment.

# Down listing proposed.

(Woinarski 2004)

## Appendix E. EPBC Act listed migratory species occurring in Kakadu National Park

Common name	Scientific name	CAMBA	JAMBA	Bonn
<b>Reptiles</b>				
Saltwater crocodile	<i>Crocodylus porosus</i>			√
Loggerhead turtle	<i>Caretta caretta</i>			√
Green turtle	<i>Chelonia mydas</i>			√
Olive Ridley turtle	<i>Lepidochelys olivacea</i>			√
Flatback turtle	<i>Natator depressus</i>			√
<b>Birds</b>				
Wandering whistling-duck	<i>Dendrocygna arcuata</i>			
Plumed whistling-duck	<i>Dendrocygna eytoni</i>			
Freckled duck	<i>Stictonetta naevosa</i>			
Black swan	<i>Cygnus atratus</i>			
Radjah shelduck	<i>Tadorna radjah</i>			
Green pygmy-goose	<i>Nettapus pulchellus</i>			
Pacific black duck	<i>Anas superciliosa</i>			
Grey teal	<i>Anas gracilis</i>			
Garganey	<i>Anas querquedula</i>			
Pink-eared duck	<i>Malacorhynchus membranaceus</i>			
Hardhead	<i>Aythya australis</i>			
Brown booby	<i>Sula leucogaster</i>	√	√	
Great frigatebird	<i>Fregata minor</i>	√	√	
Lesser frigatebird	<i>Fregata ariel</i>	√	√	
Eastern reef egret	<i>Egretta sacra</i>	√		
Great egret	<i>Ardea alba</i>	√	√	
Cattle egret	<i>Ardea ibis</i>	√	√	
Glossy ibis	<i>Plegadis falcinellus</i>	√		
Osprey	<i>Pandion haliaetus</i>			
Pacific baza	<i>Aviceda subcristata</i>			
Black-shouldered kite	<i>Elanus axillaris</i>			
Letter-winged kite	<i>Elanus scriptus</i>			
Square-tailed kite	<i>Lophoictinia isura</i>			
Black-breasted buzzard	<i>Hamirostra melanosternon</i>			
Black kite	<i>Milvus migrans</i>			
Whistling kite	<i>Haliastur sphenurus</i>			
Brahminy kite	<i>Haliastur indus</i>			
White-bellied sea-eagle	<i>Haliaeetus leucogaster</i>	√		
Spotted harrier	<i>Circus assimilis</i>			
Swamp harrier	<i>Circus approximans</i>			
Brown goshawk	<i>Accipiter fasciatus</i>			
Grey goshawk	<i>Accipiter novaehollandiae</i>			
Collared sparrowhawk	<i>Accipiter cirrocephalus</i>			
Red goshawk	<i>Erythrotriorchis radiatus</i>			
Wedge-tailed eagle	<i>Aquila audax</i>			
Little eagle	<i>Hieraaetus morphnoides</i>			
Brown falcon	<i>Falco berigora</i>			
Australian hobby	<i>Falco longipennis</i>			
Grey falcon	<i>Falco hypoleucos</i>			
Black falcon	<i>Falco subniger</i>			

Common name	Scientific name	CAMBA	JAMBA	Bonn
Peregrine falcon	<i>Falco peregrinus</i>			
Nankeen kestrel	<i>Falco cenchroides</i>			
Sarus crane	<i>Grus antigone</i>	√		
Brolga	<i>Grus rubicunda</i>			
Latham's snipe	<i>Gallinago hardwickii</i>	√	√	√
Swinhoe's snipe	<i>Gallinago megala</i>	√	√	√
Black-tailed godwit	<i>Limosa limosa</i>	√	√	√
Bar-tailed godwit	<i>Limosa lapponica</i>	√	√	√
Little curlew	<i>Numenius minutus</i>	√	√	√
Whimbrel	<i>Numenius phaeopus</i>	√	√	√
Eastern curlew	<i>Numenius madagascariensis</i>	√	√	√
Marsh sandpiper	<i>Tringa stagnatilis</i>	√	√	√
Common greenshank	<i>Tringa nebularia</i>	√	√	√
Wood sandpiper	<i>Tringa glareola</i>	√	√	√
Terek sandpiper	<i>Xenus cinereus</i>	√	√	√
Common sandpiper	<i>Actitis hypoleucos</i>	√	√	√
Grey-tailed tattler	<i>Heteroscelus brevipes</i>	√	√	√
Ruddy turnstone	<i>Arenaria interpres</i>	√	√	√
Great knot	<i>Calidris tenuirostris</i>	√	√	√
Red knot	<i>Calidris canutus</i>	√	√	√
Sanderling	<i>Calidris alba</i>	√	√	√
Red-necked stint	<i>Calidris ruficollis</i>	√	√	√
Pectoral sandpiper	<i>Calidris melanotos</i>		√	√
Sharp-tailed sandpiper	<i>Calidris acuminata</i>	√	√	√
Curlew sandpiper	<i>Calidris ferruginea</i>	√	√	√
Broad-billed sandpiper	<i>Limicola falcinellus</i>	√	√	√
Black-winged stilt	<i>Himantopus himantopus</i>			
Red-necked avocet	<i>Recurvirostra novaehollandiae</i>			
Grey plover	<i>Pluvialis squatarola</i>	√	√	√
Ringed plover	<i>Charadrius hiaticula</i>	√	√	√
Little ringed plover	<i>Charadrius dubius</i>	√		√
Lesser sand plover	<i>Charadrius mongolus</i>	√	√	√
Greater sand plover	<i>Charadrius leschenaultii</i>	√	√	√
Oriental plover	<i>Charadrius veredus</i>		√	√
Black-fronted dotterel	<i>Elsyornis melanops</i>			
Red-kneed dotterel	<i>Erythrogonys cinctus</i>			
Masked lapwing	<i>Vanellus miles</i>			
Oriental pratincole	<i>Glareola maldivarum</i>	√	√	
Caspian tern	<i>Sterna caspia</i>	√	√	
Lesser crested tern	<i>Sterna bengalensis</i>	√		
Black-naped tern	<i>Sterna sumatrana</i>	√	√	
Common tern	<i>Sterna hirundo</i>	√	√	
Little tern	<i>Sterna albifrons</i>	√	√	
Bridled tern	<i>Sterna anaethetus</i>	√		
White-winged black tern	<i>Chlidonias leucopterus</i>	√	√	
Oriental cuckoo	<i>Cuculus saturatus</i>	√	√	
White-throated needletail	<i>Hirundapus caudacutus</i>	√	√	
Fork-tailed swift	<i>Apus pacificus</i>	√	√	
Rainbow bee-eater	<i>Merops ornatus</i>		√	
White-browed robin	<i>Poecilodyras superciliosa</i>			
Northern shrike-tit	<i>Falcunculus whitei</i>			
Cicadabird	<i>Coracina tenuirostris</i>			

Common name	Scientific name	CAMBA	JAMBA	Bonn
Leaden flycatcher	<i>Myiagra rubecula</i>			√
Restless flycatcher	<i>Myiagra inquieta</i>			√
Arafura fantail	<i>Rhipidura dryas</i>			√
Yellow wagtail	<i>Motacilla flava</i>	√	√	
Grey wagtail	<i>Motacilla cinerea</i>	√		
Barn swallow	<i>Hirundo rustica</i>	√	√	
Gouldian finch	<i>Erythrura gouldiae</i>			
Clamorous reed-warbler	<i>Acrocephalus australis</i>			
Tawny grassbird	<i>Megalurus timoriensis</i>			
Rufous songlark	<i>Cincloramphus mathewsi</i>			
Brown songlark	<i>Cincloramphus cruralis</i>			
Zitting cisticola	<i>Cisticola juncidis</i>			
Golden-headed cisticola	<i>Cisticola exilis</i>			
<b>Mammals</b>				
Dugong	<i>Dugong dugon</i>			√

CAMBA: China–Australia Migratory Bird Agreement; JAMBA: Japan–Australia Migratory Bird Agreement; Bonn=Bonn Convention.

(Woinarski 2004)



## Appendix F. Ramsar information sheet

**Site:** Kakadu (Stage I & components of Stage III)

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**Designation date:** 12/06/1980

**Coordinates:** 12°40'S 132°45'E      **Elevation:** 0 - 400 m      **Area:** 683,000 ha

**Location:** The site is situated approximately 220 km east of the city of Darwin, in the Northern Territory.

**Criteria:** (1a, 1b, 1c, 2a, 2b, 2c, 3a, 3b, 3c): **1, 2, 3, 4, 5, 6**

**Importance:** The floodplains are outstanding examples of their types in the monsoon tropics. Together with the West Alligator and Wildman Rivers in the adjoining wetland of Kakadu, they are the only such river systems under statutory conservation management in Australia. The site has a high diversity in flora and fauna. The East Alligator River supports belts of mangrove forest, including 75% of Australia's mangrove species. Eight fish species with narrowly restricted ranges (e.g. *Melanotaenia exquisita*, *Pingalla midgleyi*), have been recorded. Breeding populations of the crocodiles *Crocodylus porosus* and *C. johnstoni* also occur. Other fauna of particular conservation importance includes the turtle *Carettochelys insculpta*, the frog *Megistolotes lignarius* and the mammals *Xeromys myoides* and *Mesembriomys macrurus*. Between August and October up to 1 million waterbirds of more than 60 species gather on the floodplains, notably those of Nourlangie Creek (one of the major seasonal creeks), including especially large numbers of *Anseranas semipalmata* and *Dendrocygna arcuata*. These and other species breed in the site, but most waterbirds using the area are dry season migrants. Thirty-five species of wader have been recorded, including many winter sub-Arctic migrants, whose first Australian landfall is the Kakadu area.

**Wetland Types:** A,B,E,F,G,H,I,K,L,M,N,R,Sp,Tp,Ts,Xp,6 (dominance unspecified)  
A mosaic of contiguous wetlands comprising the catchments of two large river systems, the East and South Alligator Rivers. The two rivers rise on a sandstone plateau, drop to the lowlands via rocky gorges and waterfalls, then meander through extensive floodplains associated with the perennial East Alligator River and seasonal creeks. Approximately 43,490 ha (6%) of the National Park is wetland.

**Biological/Ecological notes:** The floodplain vegetation is composed mainly of grass and sedge communities, with freshwater mangroves or *Melaleuca* swamps along stream and lagoon edges, while lilies and ferns occur in the deeper permanent lagoons. The tidal mudflats are largely bare of vegetation except for the inland zone where an association of samphire, sedges and grasses develops. Some 59 fish species are recorded in the site, including the 8 range restricted species mentioned above. Notable species include the birds *Tadorna radjah*, *Tyto longimembris*, *Halcyon chloris*, *Ephthianura crocea*, and the mammal *Craterocephalus marianae*.

**Hydrological/Physical notes:** The park straddles the western edge of the Arnhem Land Plateau where scarp retreat and lowland erosion have formed a diverse landscape of escarpment, broken hills, valleys and extensive floodplains. The Pine Creek geosyncline is the dominant regional structure with which are associated uranium and other ore bodies. The South Alligator trough is a secondary tectonic depression with the East Alligator River on its eastern boundary. The park encloses most of the catchment of the perennial East and South Alligator rivers. Other large floodplains are associated with Nourlangie, Jim Jim and Barramundie creeks. Surface waters are generally very soft. The climate is monsoonal with a hot wet season from November to March accounting, on average, for 90% of the average annual rainfall which ranges from approximately 1,300-1,565 mm. Mean monthly temperatures (°C) range from the low 20s to mid 30s. The coolest months are in the dry season. By far the largest component of the wetlands is the floodplain complex associated with the perennial East Alligator River and the seasonal creeks, notably Nourlangie Creek. Up to 29,315 ha of floodplain may be inundated during the wet season. The floodplain begins to dry out in May, with the floodwater retreating into lagoons and billabongs. The rivers become tidal in their lower reaches with estuarine flats.

**Human Uses:** Ownership of most of the land is vested in the Kakadu Aboriginal Lands Trust, managed by the Northern Land Council, on behalf of traditional Aboriginal land owners. Stage 1 of Kakadu National Park was gazetted in 1979 under the provisions of the National Parks and Wildlife Conservation Act 1975, and in 1978 the land was leased by the traditional owners to the Director of Australian National Parks and Wildlife for 99 years. The eastern part of the park abuts the Arnhem Land Aboriginal Land. Most of the rest is surrounded by Stages 2 and 3 of Kakadu National Park. An easily sustained level of hunting and gathering by Aboriginal people living in and around the site takes place in accordance with long-standing tradition. They place high economic and cultural values on the wetland and surrounding catchment. Various, high values are perceived nationally and internationally for conservation, mining, tourism, education and research. The two principal uses of the wetlands within the National Park are conservation and tourism. Some 250,000 tourists visit the park, a large proportion of whom visit some of the wetlands. Courses are offered to train tour operators in park interpretation. There are audio-visual displays, and brochures. Pamphlets and books are regularly produced. Induction courses for staff from the adjacent mine are provided, and interpretative rangers give public talks during the peak tourist season (June to September). In the surroundings of the site uranium mining takes place. Commercial barramundi fishing takes place in the sea surrounding the site.

**Conservation Measures:** Most of the catchments of the wetlands associated with the two perennial river systems are part of the National Park, as are approximately 60% of the East Alligator floodplains and the seasonal creek floodplains. The Kakadu National Park Board of Management manages the Park. Management plans are required by law, and are implemented and under continuous review. Enforcement of comprehensive legislation is effective. Feral livestock, particularly buffalo *Bubalus bubalis* which in the past had modified floodplain ecosystems, are controlled and current densities are low. Extensive infestations of weeds *Mimosa pigra* and *Salvinia molesta* have been greatly reduced but not exterminated. Hunting is prohibited except by Aboriginal people and for feral animal control. Controlled recreational fishing is permitted. Fire management is designed to replicate traditional Aboriginal burning practices.

**Adverse Factors:** Mining of uranium takes place in the catchment, beyond the National Park and Ramsar Site boundaries, but environmental controls have prevented damage to the wetlands. Still, the possible effects of mining, the known on-site deposits of uranium, gold, tin and copper remain controversial. Commercial fishing takes place offshore but probably has an insignificant impact upon the rivers and estuaries. Ecosystem modifications caused by feral livestock and the invasive exotic plants *Mimosa pigra* and *Salvinia molesta* have been reduced in recent years but require continuous intervention.

**Site Management:** 1. Kakadu National Park Board of Management, Kakadu National Park, P.O. Box 71, Jabiru NT 0886, Australia. 2. Director of Australian National Parks, GPO Box 636, Canberra, ACT, 2600.

*Based on the 1998 Ramsar Information Sheet.*

**Site:** Kakadu National Park (Stage II)

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**Designation date:** 15/09/1989

*Coordinates: 12°30'S 132°30'E      Elevation: 0 - 400 m      Area: 692,940 h*

**Location:** Kakadu National Park is situated in Northern Territory, approximately 190 km east of Darwin.

**Criteria:** (1a, 1c, 2b, 2c, 3a, 3b, 3c): **1, 3, 4, 5, 6**

**Importance:** The three river systems of the Kakadu Stage II wetlands are outstanding examples of the series of large rivers of the Torresian monsoonal biogeographic region. The site is of great importance to waterbirds. Over 2 million waterbirds of more than 60 species use the wetlands for breeding, staging or wintering. The site is the first landfall for migrating birds from Antarctica. It regularly hosts over 1% of the populations of goose *Anseranas semipalmata* and duck *Dendrocygna arcuata*.

**Wetland Types:** M,N,P,A,B,E,F,G,H,I,R,Sp,Tp,Xp (in descending order of dominance). This wetland comprises extensive seasonal floodplains, estuaries, tidal flats and offshore islands. By far the largest component of these wetlands is the floodplain complex associated with the three large perennial rivers and the seasonal creeks. The rivers are tidal in their lower reaches and associated with extensive tidal flats formed from river borne mud. Samphire and paperbark swamps also occur in large parts of this wetland. The Wildman and West Alligator rivers support wide bands of mangrove forest along their tidal reaches, as does Field Island.

**Biological/Ecological notes:** The extensive tidal mudflats are largely bare of vegetation except for the inland zone where an association of samphire, sedges and grasses develops. Some 22 of the 29 species of Australian mangrove occur in these forests. The vegetation is predominantly grass and sedge communities with freshwater mangrove or paperbark *Melaleuca* swamps along stream and lagoon edges. Lilies and ferns occur in the deeper permanent lagoons. During the dry season, the floodplains are most intensively used by migratory waterbirds. Between August and October, up to 2 million waterbirds accumulate on the floodplains, notably that of Magela Creek. More than 60 species of waterbird occur. Many species breed in the wetlands, but most species are dry season migrants. Thirty-five species of wader have been recorded, including many winter migrants to the sub-Arctic, whose first Australian landfall is the Kakadu area. Fifty-nine fish species are known from this wetland, including eight with narrowly restricted ranges. Breeding populations of both freshwater and estuarine crocodiles occur. The wetland is either noted for, or important to, the conservation of the duck *Tadorna radjah*, chat *Ephianura crocea*, owl *Tyto longimembris*, kingfisher *Halcyon chloris*, rats *Xeromys myoides* and *Mesembriomys macrurus*, turtle *Carettochelys insculpta*, hardyhead *Craterocephalus marianae*, fish *Melanotaenia exquisita*, grunter *Pingalla midgleyi* and frog *Megistolotis lignarius*.

**Hydrological/Physical notes:** Kakadu Stage II falls in the Torresian biogeographic system. The park encloses extensive lowlands west of the Arnhem Land plateau, which includes most of the catchment of the West Alligator and Wildman rivers, their floodplains and most of the floodplains of the South Alligator River and Magela Creek. The Pine Creek geosyncline is the dominant regional structure. Up to 117,260 ha of floodplain may be inundated during the wet season. The climate is monsoonal with a hot wet season from November to March accounting for about 90% of the annual rainfall. In May, when the floodplains begin to dry out, the water contracts into lagoons and billabongs.

**Human Uses:** Most of the site is owned by the Directorate of National Parks and Wildlife and a small part by the Jabiluka Aboriginal Lands Trust. In 1991, an agreement was formalised between the Jabiluka Aboriginal Lands Trust and the Director of National Parks and Wildlife to lease Aboriginal lands to the Director for the purposes of a national park. The Aboriginal people of the region place high economic and religious values on the wetland and its catchment. An easily sustained level of hunting and gathering by Aboriginals living in and around the park takes place in accordance with long-standing tradition. A principal land use of the wetlands is conservation of ecosystems.

Environment Australia coordinates research in Kakadu. Research projects are funded and/or conducted by a variety of organisations. The Environmental Research Institute of the Supervising Scientist conducts research in the region focussing on prevention and amelioration of the environmental impacts of mining. Courses are offered to train tour operators in park interpretation. There is a visitor centre with information on wetlands within the park. There are numerous bird hides, and many of the walking tracks are provided with interpretative signs. Over 200,000 tourists visit the park annually. Mining of uranium takes place in the catchment but is subject to effective environmental damage controls. Commercial barramundi fishing takes place in the sea with probably insignificant impact on the rivers and estuaries.

**Conservation Measures:** The declaration of Kakadu National Park (Stage II) closes many gaps in the protection of wetlands in the Alligator Rivers Region. Together, the two stages place nearly all the wetlands of this region under active conservation management. Stage II of Kakadu was designated as a National Park in 1984, and amalgamated with Stage I in 1985. Conservation and management are carried out as a single entity with Stage I. Management plans are implemented. Enforcement of comprehensive legislation is effective. Feral livestock, particularly buffalo *Bubalus bubalis*, are controlled and current densities are low. In order to prevent saltwater intrusion into the floodplains some river levees breached by buffalo have been reconstituted. Extensive infestations of *Mimosa pigra* and *Salvinia molesta* have been reduced but not exterminated. Hunting is prohibited except by Aboriginal people and for feral animal control. Controlled recreational fishing is permitted. Fire management is designed to replicate traditional Aboriginal practice. In 1998, a vulnerability assessment of Kakadu was performed to see how it would respond to climate change and sea level rise. Via a Memorandum of Understanding, Kakadu is linked in a program to wetlands in Papua New Guinea and Indonesia. Conservation activities arising from this co-operation include practical training for on the ground managers, exchange of expertise and a series of workshops in all three countries.

**Adverse Factors:** Ecosystem modifications caused by *Mimosa pigra*, *Salvinia molesta* and feral livestock have been reduced, but continue to require continuous intervention. The possible effects of mining the known deposits of uranium, gold, tin and copper, if permitted, remain controversial. Mineral exploration at the South Alligator River catchment has been suspended.

**Site Management:** Kakadu National Park Board of Management, Kakadu National Park, PO Box 71, Jabiru NT 0886, Australia in conjunction with the Director, Australian National Parks, GPO Box 636, Canberra, ACT 2600.

*Source: the Directory of Wetlands of International Importance (ANCA 1996).*

## Appendix G. Management principle schedules in the EPBC Regulations relevant to Kakadu National Park

EPBC Regulation schedules and Management Principles	Sections of Management Plan that address principles
<p><b>Australian IUCN reserve management principles (Schedule 8)</b></p> <p><i>Part 1 General administrative principles</i></p> <p><b>1 Community participation</b> Management arrangements should, to the extent practicable, provide for broad and meaningful participation by the community, public organisations and private interests in designing and carrying out the functions of the reserve or zone.</p> <p><b>2 Effective and adaptive management</b> Management arrangements should be effective and appropriate to the biodiversity objectives and the socio-economic context of the reserve or zone. They should be adaptive in character to ensure a capacity to respond to uncertainty and change.</p> <p><b>3 Precautionary principle</b> A lack of full scientific certainty should not be used as a reason for postponing measures to prevent degradation of the natural and cultural heritage of a reserve or zone where there is a threat of serious or irreversible damage.</p> <p><b>4 Minimum impact</b> The integrity of a reserve or zone is best conserved by protecting it from disturbance and threatening processes. Potential adverse impacts on the natural, cultural and social environment and surrounding communities should be minimised as far as practicable.</p> <p><b>5 Ecologically sustainable use</b> If resource use is consistent with the management principles that apply to a reserve or zone, it should (if it is carried out) be based on the principle (the principle of <i>ecologically sustainable use</i>) that:</p> <p>(a) natural resources should only be used within their capacity to sustain natural processes while maintaining the life-support systems of nature; and</p> <p>(b) the benefit of the use to the present generation should not diminish the potential of the reserve or zone to meet the needs and aspirations of future generations.</p> <p><b>6 Transparency of decision-making</b> The framework and processes for decision-making for management of the reserve or zone should be transparent. The reasons for making decisions should be publicly available, except to the extent that information, including information that is culturally sensitive or commercial-in-confidence, needs to be treated as confidential.</p> <p><b>7 Joint management</b> If the reserve or zone is wholly or partly owned, by Aboriginal people, continuing traditional use of the reserve or zone by resident indigenous people, including the protection and maintenance of cultural heritage, should be recognised.</p>	<p>4.1; 4.2; 7.2</p> <p>4.2; 5.6; 5.7; 5.8; 5.11; 8.3; 8.6; 8.8</p> <p>5.7; 5.8; 8.3</p> <p>5.6; 5.7; 5.8; 5.12; 6.1; 8.2</p> <p>4.3; 5.10; 8.3</p> <p>4.1; 6.1</p> <p>4.3; 4.4; 5.1; 5.2; 5.3; 5.8</p>

EPBC Regulation schedules and Management Principles	Sections of Management Plan that address principles
<p><b><i>Part 2 Principles for IUCN category national park</i></b></p> <p>(note : this category corresponds to the IUCN protected area management category II).</p> <p>(1) The reserve or zone should be protected and managed to preserve its natural condition according to the following principles.</p> <p>(2) Natural and scenic areas of national and international significance should be protected for spiritual, scientific, educational, recreational or tourist purposes.</p> <p>(3) Representative examples of physiographic regions, biotic communities, genetic resources, and native species should be perpetuated in as natural a state as possible to provide ecological stability and diversity.</p> <p>(4) Visitor use should be managed for inspirational, educational, cultural and recreational purposes at a level that will maintain the reserve or zone in a natural or near natural state.</p> <p>(5) Management should seek to ensure that exploitation or occupation inconsistent with these principles does not occur.</p> <p>(6) Respect should be maintained for the ecological, geomorphologic, sacred and aesthetic attributes for which the reserve or zone was assigned to this category.</p> <p>(7) The needs of indigenous people should be taken into account, including subsistence resource use, to the extent that they do not conflict with these principles.</p> <p>(8) The aspirations of traditional owners of land within the reserve or zone, their continuing land management practices, the protection and maintenance of cultural heritage and the benefit the traditional owners derive from enterprises, established in the reserve or zone, consistent with these principles should be recognised and taken into account.</p>	<p>5.6; 6.1; 8.2; 8.3; 8.6</p> <p>5.6; 5.7; 5.8; 5.11; 5.12; 8.6</p> <p>Chapter 5</p> <p>Chapter 5; 8.3; 8.6</p> <p>5.6; 5.7; 5.8; 5.11; 5.12; 6.1; 8.6</p> <p>Chapter 4; 5.8; 5.10</p> <p>Chapter 4; 5.1; 5.2; 5.3; 5.10; 6.1;</p>

<p><b>Australian World Heritage Management Principles (Schedule 5)</b></p> <p><b>1 General principles</b></p> <p>(1.01) The primary purpose of management of natural heritage and cultural heritage of a declared World Heritage property must be, in accordance with Australia's obligations under the World Heritage Convention, to identify, protect, conserve, present, transmit to future generations and, if appropriate, rehabilitate the World Heritage values of the property.</p> <p>(1.02) The management should provide for public consultation on decisions and actions that may have a significant impact on the property.</p> <p>(1.03) The management should make special provision, if appropriate, for the involvement in managing the property of people who:</p> <ul style="list-style-type: none"> <li>(a) have a particular interest in the property; and</li> <li>(b) may be affected by the management of the property.</li> </ul> <p>(1.04) The management should provide for continuing community and technical input in managing the property</p> <p><b>2 Management planning</b></p> <p>(2.01) At least 1 management plan should be prepared for each declared World Heritage property.</p> <p>(2.02) A management plan for a declared World Heritage property should:</p> <ul style="list-style-type: none"> <li>(a) state the World Heritage values of the property for which it is prepared; and</li> <li>(b) include adequate processes for public consultation on proposed elements of the plan; and</li> <li>(c) state what must be done to ensure that the World Heritage values of the property are identified, conserved, protected, presented, transmitted to future generations and, if appropriate, rehabilitated; and</li> <li>(d) state mechanisms to deal with the impacts of actions that individually or cumulatively degrade, or threaten to degrade, the World Heritage values of the property; and</li> <li>(e) provide that management actions for values, that are not World Heritage values, are consistent with the management of the World Heritage values of the property; and</li> <li>(f) promote the integration of Commonwealth, State or Territory and local government responsibilities for the property; and</li> <li>(g) provide for continuing monitoring and reporting on the</li> </ul>	<p>Chapter 5</p> <p>4.1</p> <p>Chapter 4, 7.2</p> <p>4.1, 7.2, 8.6</p>
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- state of the World Heritage values of the property; and
- (h) be reviewed at intervals of not more than 7 years.

### **3 Environmental impact assessment and approval**

(3.01) This principle applies to the assessment of an action that is likely to have a significant impact on the World Heritage values of a property (whether the action is to occur inside the property or not).

(3.02) Before the action is taken, the likely impact of the action on the World Heritage values of the property should be assessed under a statutory environmental impact assessment and approval process.

(3.03) The assessment process should:

- (a) identify the World Heritage values of the property that are likely to be affected by the action; and
- (b) examine how the World Heritage values of the property might be affected; and
- (c) provide for adequate opportunity for public consultation.

(3.04) An action should not be approved if it would be inconsistent with the protection, conservation, presentation or transmission to future generations of the World Heritage values of the property.

(3.05) Approval of the action should be subject to conditions that are necessary to ensure protection, conservation, presentation or transmission to future generations of the World Heritage values of the property.

(3.06) The action should be monitored by the authority responsible for giving the approval (or another appropriate authority) and, if necessary, enforcement action should be taken to ensure compliance with the conditions of the approval.

<p><b>Commonwealth Heritage management principles (Schedule 7)</b></p> <p>(1) The objective in managing Commonwealth Heritage places is to identify, protect, conserve, present and transmit, to all generations, their Commonwealth Heritage values.</p> <p>(2) The management of Commonwealth Heritage places should use the best available knowledge, skills and standards for those places, and include ongoing technical and community input to decisions and actions that may have a significant impact on their Commonwealth Heritage values.</p> <p>(3) The management of Commonwealth Heritage places should respect all heritage values of the place and seek to integrate, where appropriate, any Commonwealth, State, Territory and local government responsibilities for those places.</p> <p>(4) The management of Commonwealth Heritage places should ensure that their use and presentation is consistent with the conservation of their Commonwealth Heritage values.</p> <p>(5) The management of Commonwealth Heritage places should make timely and appropriate provision for community involvement, especially by people who:</p> <p style="padding-left: 20px;">(a) have a particular interest in, or associations with, the place; and</p> <p style="padding-left: 20px;">(b) may be affected by the management of the place;</p> <p>(6) Indigenous people are the primary source of information on the value of their heritage and that the active participation of indigenous people in identification, assessment and management is integral to the effective protection of indigenous heritage values.</p>	<p>4.1, Chapter 5, 8.6</p> <p>7.2, 8.6</p> <p>Chapter 5, 7.2</p> <p>6.11, 6.12</p> <p>4.1, 7.2</p> <p>Chapter 4</p>
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<b>EPBC Regulation schedules and Management Principles</b>	<b>Sections of Management Plan that address principles</b>
<p>(7) The management of Commonwealth Heritage places should provide for regular monitoring, review and reporting on the conservation of Commonwealth Heritage values.</p>	<p>8.6</p>
<p><b>Managing wetlands of international importance (Schedule 6)</b></p> <p>(1) The primary purpose of management of a declared Ramsar wetland must be, in accordance with the Ramsar Convention:</p> <p style="padding-left: 20px;">(a) to describe and maintain the ecological character of the wetland; and</p> <p style="padding-left: 20px;">(b) to formulate and implement planning that promotes</p> <ul style="list-style-type: none"> <li>• conservation of the wetland; and</li> <li>• wise and sustainable use of the wetland for the benefit of humanity in a way that is compatible with maintenance of the natural properties of the ecosystem.</li> </ul> <p>(2) Wetland management should provide for public consultation on decisions and actions that may have a significant impact on the wetland.</p>	<p>Chapter 5</p> <p>4.1, 7.2, 8.3</p>

<p>(3) Wetland management should make special provision, if appropriate, for the involvement of people who:</p> <p>(a) have a particular interest in the wetland; and</p> <p>(b) may be affected by the management of the wetland.</p> <p>(4) Wetland management should provide for continuing community and technical input.</p>	<p>Chapter 4, 7.2, 8.6</p> <p>4.1, 7.2, 8.6</p>
<p><b>National Heritage management principles (Schedule 5b)</b></p> <p>(1) The objective in managing National Heritage places is to identify, protect, conserve, present and transmit, to all generations, their National Heritage values</p> <p>(2) The management of National Heritage places should use the best available knowledge, skills and standards for those places, and include ongoing technical and community input to decisions and actions that may have a significant impact on their National Heritage values</p> <p>(3) The management of National Heritage places should respect all heritage values of the place and seek to integrate, where appropriate, any Commonwealth, State, Territory and local government responsibilities for those places.</p> <p>(4) The management of National Heritage places should ensure that their use and presentation is consistent with the conservation of their National Heritage values.</p> <p>(5) The management of National Heritage places should make timely and appropriate provision for community involvement, especially by people who:</p> <p>(a) have an interest in, or association with, the place; and</p> <p>(b) may be affected by the management of the place.</p> <p>(6) Indigenous people are the primary source of information on the value of their heritage and the active participation of indigenous people in identification, assessment and management is integral to the effective protection of indigenous heritage values.</p> <p>(7) The management of National Heritage places should provide for regular monitoring, review and reporting on the conservation of National Heritage values.</p>	<p>4.1, Chapter 5, 8.6</p> <p>7.2, 8.6</p> <p>Chapter 5, 7.2</p> <p>6.11, 6.12</p> <p>4.1, 7.2</p> <p>Chapter 4</p> <p>8.6</p>

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