

MEMORANDUM OF UNDERSTANDING

BETWEEN

Land and Sea Aboriginal Corporation Tasmania (LSACT)

Fisheries Research and Development Corporation (FRDC)

Indigenous Land and Sea Corporation (ILSC)

University of Tasmania (UTAS) (ARBN 055 647 848) (ABN 30 764 374 782)

‘Research to rights: supporting cultural fisheries for Aboriginal Tasmanians’



Statement of Intent

Through an evolving Memorandum of Understanding (MoU) of respectful relationships, make mutual benefit to all partners so that Aboriginal Tasmanians can keep and expand sea country assets and rights. For Tasmanian Aboriginal communities to identify their strategic marine research needs and work to address these with the participants of this MoU using all combined resources. Respect for sea country literacy and cultural values underpins how partners learn together and share knowledges that improves Aboriginal Tasmanian inclusion in decision-making.

Collaboration Partners (the 'Parties'):

- Land and Sea Aboriginal Corporation Tasmania (LSACT)
- Fisheries Research and Development Corporation (FRDC)
- Indigenous Land and Sea Corporation (ILSC)
- University of Tasmania (UTAS) represented by the Institute for Marine and Antarctic Studies (IMAS)

Principles-based approach:

- Community-led co-design - Aboriginal Tasmanians have primacy in research agendas for Aboriginal fisheries and sea country
- Non-duplication of consultation, research and outcomes - Aboriginal Tasmanians work across siloes to maximise economic growth, research impact and social return in fisheries and sea country
- Inclusive participation and cultural leadership - LSACT is comprised of Directors from seven different organisations, which is a third of all Aboriginal Tasmanian organisations on the Tasmanian Government consultation list. LSACT is plural and inclusive and is open to any Aboriginal Tasmanian person who is a member of a TRACA organisation and who may wish to join, although cultural protocols are led by the LSACT Directors and their communities of recognition and belonging
- Long-term partnerships - LSACT and member organisations become embedded in partner processes of decision-making, funding, resourcing, and outcomes that relate to healthy fisheries and sea country for all Tasmanians
- Data and evidence-based decisions - LSACT steward good research and data collection that empowers Aboriginal Tasmanians to promote and engage in fisheries and sea country
- Indigenous Intellectual Property (IIP) - for Aboriginal Tasmanians to retain IIP and develop it as an asset within research with free, prior and informed consent from IIP holders

- Retaining research teams - that have a proven relationship with Aboriginal Tasmanians to ensure culturally safe spaces of kinship and reciprocity
- Develop the pipeline of Aboriginal students - focus on current young people for future leadership through program development in schools, research and government.

Objectives of the MoU:

The purpose of this MoU is to outline the intentions of the parties to cooperate and collaborate for investment, support, and facilitated research in Tasmania that involves Aboriginal Tasmanian communities as foundational partners. It is intended that the research and associated benefits will lead to expanded fishery and sea country assets and rights. Accordingly, the parties acknowledge and agree to work together to:

- proactively support and invest in Aboriginal Tasmanian leadership as traditional owners and continuing custodians of sea country
- understand the implications of climate change on marine systems and be proactive in Aboriginal place-based responses and resilience
- nurture the relationship between Aboriginal and other Tasmanians for healthy fisheries
- replicate the success of research, collaboration, cultural knowledge, and networks that established the market for cultural fisheries, and expand economic opportunities in cultural fisheries and sea country for future Aboriginal generations
- develop research programs that support future acquisition of sea country assets that build economic wealth and cultural futures through business case development
- set targets for research investment and impact assessment as a future-oriented goal to expand Aboriginal commercial access into licenced fisheries
- support Aboriginal rights and participation in fisheries without existing commercial licences, especially those that utilise Aboriginal customary and modern knowledges
- develop a reciprocal co-design framework that centres research as the evidence-based approach to Aboriginal Tasmanian rights to fisheries and sea country, such as harvest strategies.

MoU Administration and Operation

1. Non-binding nature

- (a) The Parties agree that this MoU is not intended to create legally binding rights and obligations or an enforceable agreement between the Parties, with the exception of clause 5 (Confidential Information) which survives the termination or expiry of this MoU. With the exception of clause 5 (Confidential Information), this MoU shall in no way unlawfully restrict or otherwise unlawfully affect or fetter any discretion of the parties in the exercise of their functions under law.

2. Term

- (a) This MoU commences on the date it is signed by the last of the Parties and will expire in five years from that date of signing, unless otherwise terminated earlier. The MoU can be extended by agreement in writing by the Parties
- (b) The Parties may end the arrangements in this MoU at any time by giving notice in writing.

3. Relationship between the Parties

- (a) The Parties will work closely together to support and facilitate the intent and objectives of the MoU.
- (b) Each Party will:
 - (i) act in the spirit of cooperation and good faith in the performance of this MoU and do all things necessary or desirable to give full effect to the arrangements contemplated by this MoU;
 - (ii) liaise with the other Parties as necessary;
 - (iii) provide all information as specified under the MoU and in a timely manner; and
 - (iv) properly inform and keep the other Parties informed of any matter which could impact the other Parties, relating directly or indirectly to this MoU or anything which this MoU may contemplate, to ensure that the Parties are able to perform their intended roles and responsibilities as set out in this MoU.
- (c) The Parties will seek verbal or written prior consent from the other Parties in relation to publicity associated with the MoU or actions arising from the successful implementation of the MoU. A Party can make a public announcement without approval from other Parties if it required to do so by law, due to its status as a Commonwealth entity or by the rules of any Related Body Corporate.
- (d) The Parties will meet regularly, and at least twice a year, to review and report progress against the objectives of this MoU.

4. Variation

- (a) This MoU can be varied by written agreement signed by all Parties. No variation shall take effect

until it has been agreed by all Parties.

5. Confidential Information

- (a) Each Party agrees not to disclose confidential information without the prior consent of other Parties.
- (b) Nothing in this clause prevents a Party from publishing or disclosing confidential information to the extent that the publication or disclosure is required by law, its obligation as a Commonwealth entity, or is made on a confidential basis to professional advisers for the purpose of obtaining professional advice in relation to this MoU.

6. Representatives

- (a) The Parties' representatives, as set out below, are responsible for the operational coordination and management of this MoU:

Land and Sea Aboriginal Corporation Tasmania (LSACT)	Rodney Dillon, Board Member
Fisheries Research and Development Corporation (FRDC)	Patrick Hone, Managing Director
Indigenous Land and Sea Corporation (ILSC)	Joe Morrison, Group CEO
University of Tasmania (UTAS) represented by the Institute for Marine and Antarctic Studies (IMAS)	To be confirmed

- (b) The representative of a Party may be substituted by that Party, in which case the party should notify all of Parties in writing of the new representative.
- (c) A Party must not assume, by virtue of a person's appointment as a representative, that the representative is authorised to bind the party or to execute any agreement on its behalf.

7. Dealings

- (a) Nothing in this MOU is intended to:
- (b) prevent a Party from engaging in activities or research independently of the other Parties in the areas covered by this MOU, including in collaboration with third parties;
- (c) create a relationship between the Parties of partnership or joint venture; or
- (d) require a party to disclose confidential information.

8. Miscellaneous

(a) Costs

Each Party must bear its own costs arising out of the preparation, execution and performance of this MOU.

(b) Governing law

This MOU is governed by the laws of Tasmania and each party submits to the non-exclusive jurisdiction of the courts of Tasmania.

9. Defined terms in this MOU:

Confidential Information means any information notified by the disclosing party to the recipient party as confidential or which the parties know or ought to know is intended to be confidential but does not include the existence and terms of this MOU.

Party means each entity or organisation that is a party to this MOU.

Signing page

SIGNED for and on behalf of Land and Sea Aboriginal Corporation Tasmania

[Handwritten signature]
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(Name)

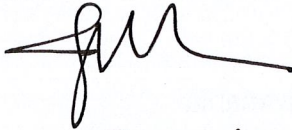
14-6-2023
.....
(Date)

SIGNED for and on behalf of Fisheries Research and Development Corporation

CRISTIAN ASHBY
.....
(Name)

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(Date)
14/6/23.

SIGNED for and on behalf of Indigenous Land and Sea Corporation



Joe Morrison

(Name)

14/6/2023

(Date)

SIGNED for and on behalf of University of Tasmania (UTAS)



Terry Bailey

(Name)

14 June 2023

(Date)

