

Making and Implementing Agreements with Indigenous Communities: A Case Study of the Gulf Communities Agreement



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Eleven participants in the November 2014 roundtable whose close involvement in negotiating or implementing the GCA gave valuable historical detail and a collective body of experience, reflection and wisdom that enhanced the lessons outlined here (see Appendix 4).

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Centre for Social Responsibility in Mining

The Centre for Social Responsibility in Mining (CSRSM) is a leading research centre, committed to improving the social performance of the resources industry globally. It is part of the Sustainable Minerals Institute (SMI) at The University of Queensland, one of Australia's premier universities. SMI has a track record of working to understand and apply the principles of sustainable development within the global resources industry. CSRSM's focus is on the social, economic and political challenges that occur when change is brought about by resource extraction and development.

Contents

List of Acronyms	1
Introduction	2
1. Setting the context	3
Century Mine	3
The lower Gulf region	3
The legal context	4
Negotiating the GCA	5
Negotiation timeline	7
Reaching agreement: key observations	9
2. Overview of the GCA	10
Agreement design: key observations	12
3. Agreement implementation and outcomes	13
Successes and shortcomings	13
Governance issues	14
Company processes	15
The review process	16
4. Broader implications	17
Making agreements	17
Implementing agreements	18
5. Postscript.....	19
Appendix 1: The adversarial context in which the GCA was negotiated.....	20
Appendix 2: Governance Structures and Schedules of the GCA	21
Appendix 3: Timeline of the Century Project	22
Appendix 4: Roundtable Participants, November 2014	23
Appendix 5: Social indicators for the Aboriginal and Torres Strait Island population – lower Gulf region	24
Appendix 6: Resources	25

Boxes

Box 1: The growing importance of agreements	2
Box 2: Corporate ownership of Century	2
Box 3: Waanyi sit-in at the mine camp	10

Tables

Table 1: Timeline of main events leading to the GCA and start of production	6
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Figures

Figure 1: GCA Native Title Groups' goals and aspirations and mining company commitments	9
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List of Acronyms

ADBT	Aboriginal Development Benefits Trust (set up under the GCA)
ATSIC	Aboriginal and Torres Strait Islander Commission
CEC	Century Environment Committee
CETC	Century Employment and Training Committee
CLAC	Century Liaison and Advisory Committee (set up under GCA)
CLC	Carpentaria Land Council
CRA	Conzinc Rio Tinto of Australia
CSP	Communities and Stakeholder Partnerships (also known as Community Relations Department)
CSRM	Centre for Social Responsibility in Mining, The University of Queensland
CZL	Century Zinc Ltd (Company name at signing of the GCA)
DATSIP	Department of Aboriginal and Torres Strait Islander Partnerships (Queensland)
FIFO	Fly in, fly out (a style of workforce commuting to and from the mine for a block of shifts)
GADC	Gulf Aboriginal Development Corporation (set up under the GCA)
GCA	Gulf Communities Agreement
GM	General manager
ICMM	International Council on Mining and Metals
ILUA	Indigenous Land Use Agreement
KPI	Key Performance Indicator
LHRPHC	Lawn Hill and Riversleigh Pastoral Holding Company
LNP	Coalition of Liberal and National Parties (i.e. political parties) in Queensland
MMG	MMG Ltd, base metals company formerly Minerals and Metals Group
NTA	<i>Native Title Act 1993 (Cth)</i>
NTG	Native Title Group (in the Century case: Waanyi, Gkutthaarn, Kukatj and Mingginda)
NNTT	National Native Title Tribunal
UGRAC	United Gulf Region Aboriginal Corporation

Introduction

Century Mine, in the lower Gulf of Carpentaria region of far north-west Queensland, ceased zinc production in late 2015 after 16 years of operation. This makes it one of the most significant planned mine closures in Queensland, and indeed Australia, in decades. It is also an important milestone with regard to the landmark Gulf Communities Agreement (GCA) that has governed relations between the traditional owners of the region and the mine owners since 1997.

This paper provides a brief account of the history of the GCA and the outcomes it has delivered. It also draws out lessons for other projects in Australia and overseas that have local-level agreements with Indigenous Peoples, or will be required or expected to develop these in the future.

The paper is the outcome of a collaboration between MMG Century management and CSRM staff who were involved in conducting a 15-year review of the GCA in 2013. The paper also draws on the earlier five- and ten-year reviews, as well as other studies undertaken by CSRM and other researchers (including Blowes and Trigger's comprehensive account of the negotiation of the GCA, as seen from the perspective of the native title parties¹). In addition, valuable historical details and insights were obtained from a roundtable in November 2014 hosted by CSRM and MMG Century, which was attended by eleven people who had played a prominent role in negotiating or implementing the GCA at various stages. The roundtable represented a mix of company, government and community perspectives.

Box 1: Why agreements are important

Negotiated agreements between mining companies and Indigenous Peoples are becoming more common in countries such as Australia, Canada and the United States, and also Latin America and other parts of the developing world. There is a growing body of evidence that companies that are unable to secure an agreement with the relevant Indigenous groups in a timely manner risk significant costs and delays and, depending on what local law requires, may not be able to access the resource at all.

As a leading global mining company and a member of the International Council on Mining and Metals (ICMM), MMG is committed to complying with the ICMM's *Position Statement on Indigenous Peoples and Mining*, which took effect in May 2015. Amongst other things, this commits member companies to engage with potentially impacted Indigenous Peoples through a process of good faith negotiation, with the focus on reaching agreement on the basis for which a project should proceed.

¹ Blowes, R. & Trigger, D. (1999) 'Negotiating the Century Mine Agreement: Issues of Law, Culture and Politics' in M. Edmunds (ed) *Regional agreements: key issues in Australia, v. 2., Case Studies*, Canberra, Australia: Australian Institute of Aboriginal and Torres Strait Islander Studies, Native Titles Research Unit. P. 84-135.

1. Setting the context

Century Mine

Century Mine is located approximately 250 km north-northwest of Mt Isa, Queensland, in the lower Gulf of Carpentaria, on traditional lands of the Waanyi, Mingginda, Gkuthaarn and Kukatj people. The region is remote, monsoonal, hot, and sparsely populated.

The Century deposit was found in 1990 by CRA Exploration Pty Ltd (now part of Rio Tinto) on the Lawn Hill Station pastoral lease. Following the discovery, CRA undertook substantial further exploration and development, before selling the project to Pasminco in January 1997. Construction commenced soon after the GCA was signed in May of that year. The mine has had three owners since then (see box 2).

The project comprised a large open cut mine, processing plant, associated waste rock dumps and tailings dam, a purpose built airstrip and accommodation camp, a 300km slurry pipeline for transporting zinc concentrate to the Port of Karumba in the lower Gulf of Carpentaria, and de-watering and loading facilities at the Port. All workers at the Lawn Hill mine site were employed on a fly-in, fly-out basis, with regular flights operating out of the regional communities of Mt Isa, Doomadgee, Mornington Island and Normanton, and the coastal centres of Townsville and Cairns. Workers at the Karumba facility resided in the town.

The first ore was mined in late 1999. Mining was completed in August 2015 and processing of stockpiles then continued for a few months afterwards. At its peak of operation, Century employed over 1,000 people, but by the end of 2015 the workforce had shrunk to around 150 employees² and this number has reduced further since then. Based on the current closure plan, there will be several years of 'active closure', which will include large-scale earth moving to shape and stabilise rock dumps, removal of infrastructure, dealing with the legacy of a large tailings dam, treatment of pit water, and planting and seeding of vegetation. This will be followed by a lengthy period of 'passive closure' in which the focus will be on monitoring the progress of rehabilitation and ensuring that landforms are stable and that there is no contamination from the site. Final lease relinquishment may take 30 years or longer to be achieved.

The lower Gulf region

The main communities in the lower Gulf are the predominantly Indigenous communities of Doomadgee and Gununa (Mornington Island), each of which has a population of around 1000; Normanton, a town of around 1500 people where Indigenous people make up around 40% of the population; and Burketown (pop 200) and Karumba (pop 500), both of which are largely non-Indigenous.

Despite an abundance of natural and cultural assets, development in the lower Gulf region has historically lagged behind that of most other regions in Queensland. This has been due to a combination of factors: low population; remoteness from urban centres; poor transport,

Box 2: Corporate ownership of Century

CRA/Rio Tinto: 1990-97

Pasminco: 1997-2004

Zinifex: 2004-2008

OzMinerals (a merger of Oxiana and Zinifex) 2008-9

MMG 2009 – present

² It is possible that the mill and pipeline may continue to be used for a period to process tailings from Century and ore from MMG's Dugald River Project, but no firm decisions have been made yet.

communications and other infrastructure; entrenched welfare dependency; weak governance institutions; and tenuous relationships between the communities and various levels of government.

Prior to the construction of Century Mine, employment was mainly seasonal and the majority of land was controlled by non-Aboriginal pastoralists, the State Government or mining companies. Road connectivity was poor, and communities could be cut off for months during the wet season. The entrenched socio-economic disadvantage of the region at the outset was to prove a major obstacle, over the years, to diversifying the local economy and meeting local aspirations for advancement.

While the construction and operation of the mine created significant employment opportunities and generated other benefits for communities in the region (such as improved infrastructure), health and education standards and road connectivity continue to be below State and national levels. The communities – especially those with large Indigenous populations – face ongoing social problems, including high rates of unemployment and welfare dependency (see appendix 5). One town in the region was recently described as “*a place of hopelessness and despair, where high unemployment and drug and alcohol addiction is taking its toll on residents*”³ with high levels of suicide.

The legal context

The GCA was one of the first mining-related agreements negotiated under the 1993 *Native Title Act* (Cth) (‘the NTA’). The NTA was passed following the landmark High Court case of *Mabo v Queensland (No. 2)* (1992) (‘Mabo’), which for the first time acknowledged the existence of common law native title.⁴ The NTA is a lengthy and complex piece of legislation, but for current purposes its key features are as follows:

- In order to have their claim to native title recognised, claimants need to demonstrate that: (a) native title has not previously been extinguished by an act of the Government, such as the granting of freehold title to individuals or companies; and (b) the claimant groups have “continued to acknowledge and observe traditional laws and customs whereby their traditional connection with the land has been substantially maintained”.⁵
- Registered native title claimants have a ‘right to negotiate’ about certain ‘future acts’ in relation to their traditional lands, including mining exploration and development (although not extending to sub-surface rights). However, there is no right of veto. Agreements reached under the NTA have the status of legally enforceable contracts.
- Section 29 of the Act allows the parties – consisting of the native title group(s), the mining proponent and the government – six months (or longer by agreement) in which to negotiate ‘in good faith’. After this period, any party is able to apply to have the matter dealt with by legally binding arbitration through the National Native Title Tribunal (NNTT). This is a specialist body established by the Act to deal with native title claims

³ Lewis, D. 2012. Town being torn apart by suicide ‘epidemic’ *ABC radio program AM*, 17 Feb.

⁴ Another important court case was *The Wik Peoples v The State of Queensland & Ors; The Thayorre People v The State of Queensland & Ors* [1996] HCA 40 (‘Wik’). This was particularly significant in the case of the GCA, as the Century deposit was located on land that had previously been held as pastoral leases.

⁵ *Mabo v Queensland [No 2]* (1992) 175 CLR 1, 59 (Brennan J)

and to mediate and arbitrate disputes between the parties, including between claimant groups, as well as between claimants and developers.

- If the NNTT determines that one or more parties has not negotiated in good faith, the negotiations must recommence and the 'clock' is reset. If the NNTT accepts that there has been good faith, it can then make a determination on whether a mining lease should be granted, and under what conditions, by reference to a broad range of criteria set out in s.38 of the Act.⁶ This stage of the process can take up to a further six months to resolve. In practice it is very rare for the Tribunal to determine that a lease should not be issued.
- Since 1998, developers and native title parties have been able to access an alternative mechanism known as an Indigenous Land Use Agreement (ILUA). This is a flexible process under which native title parties and companies can reach a legally binding agreement on a wide range of matters, including approval of future activities and multiple projects, even where there has not yet been a formal determination of native title. Many agreements relating to mining projects in Australia are now processed as ILUAs, rather than under the 'right to negotiate' provisions; however, this option was not available when the GCA was being negotiated.

Negotiating the GCA

Prior to the Mabo decision and the passage of the Native Title Act, there was no imperative for mining companies to negotiate with Indigenous people about access to their traditional lands (except in the case of lands covered by the Aboriginal Land Rights Act (Northern Territory) 1976).

CRA's initial position in relation to the Century deposit was that the company wanted to be seen as a 'good neighbour' by local Indigenous stakeholders, but was not open to entering into a formal agreement. Reflecting this stance, in 1993 a CRA spokesman publicly stated that the company 'preferred to be judged by its actions rather than its words' and that a written agreement 'was not part of our corporate culture'.⁷ Indigenous groups, for their part, viewed the company with considerable suspicion and were understandably concerned about their lack of negotiating power.⁸

The *Native Title Act* came into effect in late 1993. In mid-1994, a native title determination application (known as Waanyi No. 1) was submitted to the NNTT on behalf of the Waanyi People. Prior to that, in January 1994, lawyers representing the Waanyi had lodged an objection to Queensland Mining Registrar to the granting of the mining lease to CRA. The company's initial response was to press on with the lease application and to take steps to prevent the application for native title from being accepted. This was done with the support of the Queensland Government.⁹

⁶ The Tribunal cannot prescribe payments linked to profit or production, although there is no barrier to the parties themselves agreeing to such arrangements.

⁷ Quoted in Blowes & Trigger, p.91

⁸ Blowes & Trigger, pp. 89-91.

⁹ A key aspect of the company's argument was that native title had been extinguished, as the Century deposit was located on land that had previously been held as pastoral leases. It was not until December 1996, the Wik Case, that the High Court confirmed that leasehold title did not necessarily extinguish native title.

Against this background of ongoing legal battles, in the latter part of 1994 there was a significant shift in approach by the Century project team, led by Mr Ian Williams, which decided to pursue an agreement and commenced negotiations with local Aboriginal communities. For a range of legal reasons, too complex to explore here, these negotiations were initially conducted outside the framework of the Native Title Act and were not brought under the NTA until 1996.

In seeking a negotiated outcome, the Century project team was responding not only to the changing legal landscape in Australia, and the uncertainty that this had generated, but was also keen to avoid a repeat of the conflict that had marred recent resource project developments elsewhere in Australia.

Several factors made the negotiations around the GCA particularly challenging.

- There were few precedents for agreements between mining companies and Aboriginal people and both parties lacked experience with agreement-making.
- There was very little trust in the local communities – in fact, considerable antagonism – towards the mining industry. Aboriginal people’s history of dispossession and socio-cultural disruption fuelled fears that mining development was likely to be ‘history repeating itself’ and that people would be further displaced from, and denied access to, their traditional lands.
- The disastrous mining pollution from the collapse of the Ok Tedi tailings dam system in PNG in 1984 was still fairly fresh in people’s memories and was used by some mine opponents to stir up fear of the potential for similar environmental damage from a mine in the lower Gulf.
- There were divergent views within the aboriginal communities over whether the mine should go ahead and, if so, under what terms. In part, this reflected a historical legacy of significant mistrust and conflict between – and sometimes within – different native title parties. Multiple groups from the communities were involved in negotiations, each represented by their own lawyers. The Carpentaria Land Council, a legally recognised representative Aboriginal body under the NT Act, was meant to play a coordinating role, but did not have the full confidence of the native title groups.¹⁰
- The economics of the project were marginal, which meant that there was considerable pressure on the Century negotiating team to limit what was offered to the native title parties. This also created uncertainty at different points about whether the project would go ahead at all.
- Century was a high profile project, both because of its scale and because it was seen as an early test of the workability of the Native Title Act. This meant that it attracted a lot of attention from both state and federal government, proponents and opponents of the new native title regime, and a range of politicians and activists keen to ‘make their mark’ in one way or another. There was also a high level of media interest in the project.

¹⁰ See Blowes & Trigger, 1999.

Negotiation timeline

By late 1994, the Century project team had framed an 'in-house' offer worth the equivalent of \$60 million over 20 years (including \$10 million in pastoral leases). Following the leaking of this offer, the company developed a five-page proposal covering land access, community development, employment, training, business opportunities, site protection and environmental issues, which was then presented to the communities. While there was much subsequent negotiation over specific issues, the basic elements remained the same over the course of the negotiations, and there was only a modest increase in the overall dollar value of the agreement (see table 1).

The negotiations and other interactions that took place between 1995 and 1997, when the GCA was finally signed, were complex, protracted and difficult and involved a large number of players. As well as CRA, participants included up to eight different native title parties, each represented by their own lawyers; representatives of the State and Federal Governments; the Carpentaria Land Council headed by Murandoo Yanner who was strongly opposed to the mine going ahead; the United Gulf Region Aboriginal Corporation (UGRAC), an umbrella body which had been formed to facilitate negotiation; the now-disbanded Aboriginal and Torres Strait Islander Commission (ATSIC); several prominent regional and national Aboriginal figures; retired politicians; and a range of environmental groups opposed to the mine.

Table 1: Timeline of main events leading to the GCA and start of production

1987	Exploration rights granted to CRA (now part of Rio Tinto)
1990	Century deposit discovered
1991	Initial discussions with community about developing a mine
1992	High Court Mabo decision recognising native title Anthropological survey of site for Doomadgee Aboriginal Community Council
1993	<i>Native Title Act 1993</i> (Cth) establishes 'right to negotiate' provisions. Queensland State Government pushes for agreement outside of NTA (and therefore, the 'right to negotiate' process)
1994	Waanyi native title claim lodged for camping and water reserve, although contested by the Queensland Government and rejected by the full bench of the Federal Court CRA commences intense engagement with local Aboriginal communities UGRAC formed with Carpentaria Land Council and other representatives of native title groups and communities. Draft impact assessment study (Dames & Moore, Oct 1994) First impact assessment study published with proposals for mine, pipeline and port, etc. In-house '\$60m offer' leaked and then 5 page proposal as company's initial 'offer'
1995	Supplement to impact assessment study (Kinhill Cameron & McNarmara, Jan 1995) Aboriginal impact assessment for Bynoe Community Advancement Cooperative Society (Memmott & Keller, 1995) Aboriginal impact assessment for Carpentaria Land Council (Cough & Cronin, 1995) UGRAC negotiations put to community vote June/July in Burketown. Carried 12/11 in favour of project but due to strong objections in the communities the decision was subsequently overturned. Discussions halted.
1996	High Court Wik decision (native title rights could co-exist with pastoral leases) Change of government from the Goss-led Labor government to the Borbidge-led LNP coalition Premier Borbidge announces possible legislation for compulsory acquisition of land for Century project Company withdraws request for legislated solution and re-starts negotiations with native title groups Rio Tinto takes over CRA. Joint venture with Minenco/Bechtel continued for Century.
1997	Pasminco buys Century project

	GCA signed between Century Zinc Ltd, the State of Queensland and the Waanyi, Mingginda, Gkuthaarn and Kukatj native title groups
1997-1998	Construction of mine, port, pipeline Establishment of Century Environment Committee, Century Employment and Training Committee and Century Liaison Advisory Committee
1999	First shipment of zinc concentrate Formal filing of Waanyi native title claim after High Court ruled the NNTT should accept it – covered 1,730,081 hectares in the southern Gulf of Carpentaria including the Bidunggu Land Trust area, a number of pastoral properties, reserves and Boodjamulla (Lawn Hill) National Park (Positive determination in 2010).

The controversy surrounding the negotiations reached a crescendo in mid-1996 when a decision of a community meeting endorsing the mine was overturned by a subsequent meeting of another group, and then over-turned again. During this period claims and counter-claims were made of undue pressure being applied on community members to either support or oppose the mine. Rowdy public meetings were held with company and government representatives, with one culminating in a walkout. Calls were also made by state and federal politicians for the *Native Title Act* to be stripped back or repealed.

In July 1996 the then Queensland Premier, Rob Borbidge, publicly stated that the State Government was considering introducing legislation to enable compulsory acquisition of the land needed for the Century mine and pipeline. This was done in response to a request from CRA and on the assumption that local Aboriginal people had voted in favour of the Mine. A furore resulted and CRA withdrew its request, stating that it preferred a negotiated solution instead. Aboriginal groups, the company and government agencies then all reached general agreement on a 'cooling off' period. At this time, with the issuing of Section 29 Notices, the negotiations were brought under the 'right to negotiate' provisions of the *Native Title Act* and the State Government also formally became a party.

When the negotiations resumed in late 1996, the last major sticking point was around the issue of environmental protection. The native title parties had been insistent that they should have the power to stop operations if there was evidence that the mine was causing damage to the land or marine environment. The company initially resisted this, but eventually agreed to a mechanism which gave the native title parties rights to initiate action through the Century Environment Committee and invoke an independent arbitration mechanism in the event of a major environmental breach.

By early 1997, a final series of meetings had been held in most communities, 'where broad, though not unanimous support was expressed for signing the agreement as the best option in the circumstances'.¹¹ However, a small number of registered native title claimants, whose written approval was required to give the agreement legal force, refused to sign, apparently in the hope that it might be possible to extract further concessions from the company and the Queensland Government.

The company and the State then responded by formally withdrawing the offer and applying to the NNTT for a determination under the 'right to negotiate' process. This imposition of arbitration procedures in the NNTT with strict time frames prompted a further flurry of activity to obtain the required signatures. The agreement was finally executed on 12 May 1997, in

¹¹ Blowes & Trigger, p. 102

unamended form, after arbitration proceedings had commenced (but before any determination had been made). Construction commenced shortly thereafter.

Pasminco assumed ownership after the GCA was signed, having reached an agreement to purchase in February 1997 that was conditional on the GCA being in place. Pasminco was not involved in the negotiations, except to assure the parties they would honour the agreement in full. At the time of signing a 15-year production life-of-mine was anticipated, which proved to be an accurate estimate.

Reaching agreement: key observations

Given the complex operating environment in the lower Gulf, the lack of precedents and the newness of the native title regime, successful negotiation of the GCA was a major achievement for all parties and a landmark in the establishment of a functioning native title legal regime in Australia.

A key factor here was the response of the native title groups themselves. Notwithstanding the complex and shifting internal politics of the communities, and the intense opposition expressed by some actors, at the end of the day there was a pragmatic acceptance that a negotiated outcome was likely to be better than an imposed one.

On the proponent's side, there were several enabling factors:

1. From early on the Century project team made it clear that they wanted a negotiated outcome and, by and large, held to this commitment. The company's decision in July 1996 not to take up the State Government's offer to legislate for compulsory acquisition was a critical turning point in this regard, as this demonstrated to the native title parties that the company was serious about reaching an agreement.
2. In framing the initial proposal to the communities, the company focused on identifying what was 'fair' and 'affordable' (from the company's perspective) and could deliver broader benefits to the communities, rather than taking a positional bargaining approach¹². This sent a signal to the native title parties that the company was sincere and provided a workable starting point for more detailed negotiations.
3. From the outset, the project team took care to ensure that, if a commitment was made, it would be honoured. This was important in helping to reduce levels of distrust in the communities. It also helped that key members of the project team were able to establish strong personal relations with some of the senior traditional owners.
4. At a critical time in the negotiations the project team was prepared to cede some control to the native title claimants in environmental management matters. This helped to address community concerns about the potential adverse impacts of the mine.
5. Perhaps the most compelling contribution was the statement by CRA and Century leadership that the project would only go ahead if it had broad support from the

¹² Positional bargaining occurs when one or both parties open with an 'ambit claim', seeking to concede as little as possible, and then work towards an acceptable position through a process of response and counter offer, focusing all of the time on maximizing their own interests.

Aboriginal community. This was a significant change of direction, especially given that, at this time, most of the Australian mining industry was still taking a narrow, compliance-based, approach to the Native Title Act and Indigenous rights more broadly.

2. Overview of the GCA

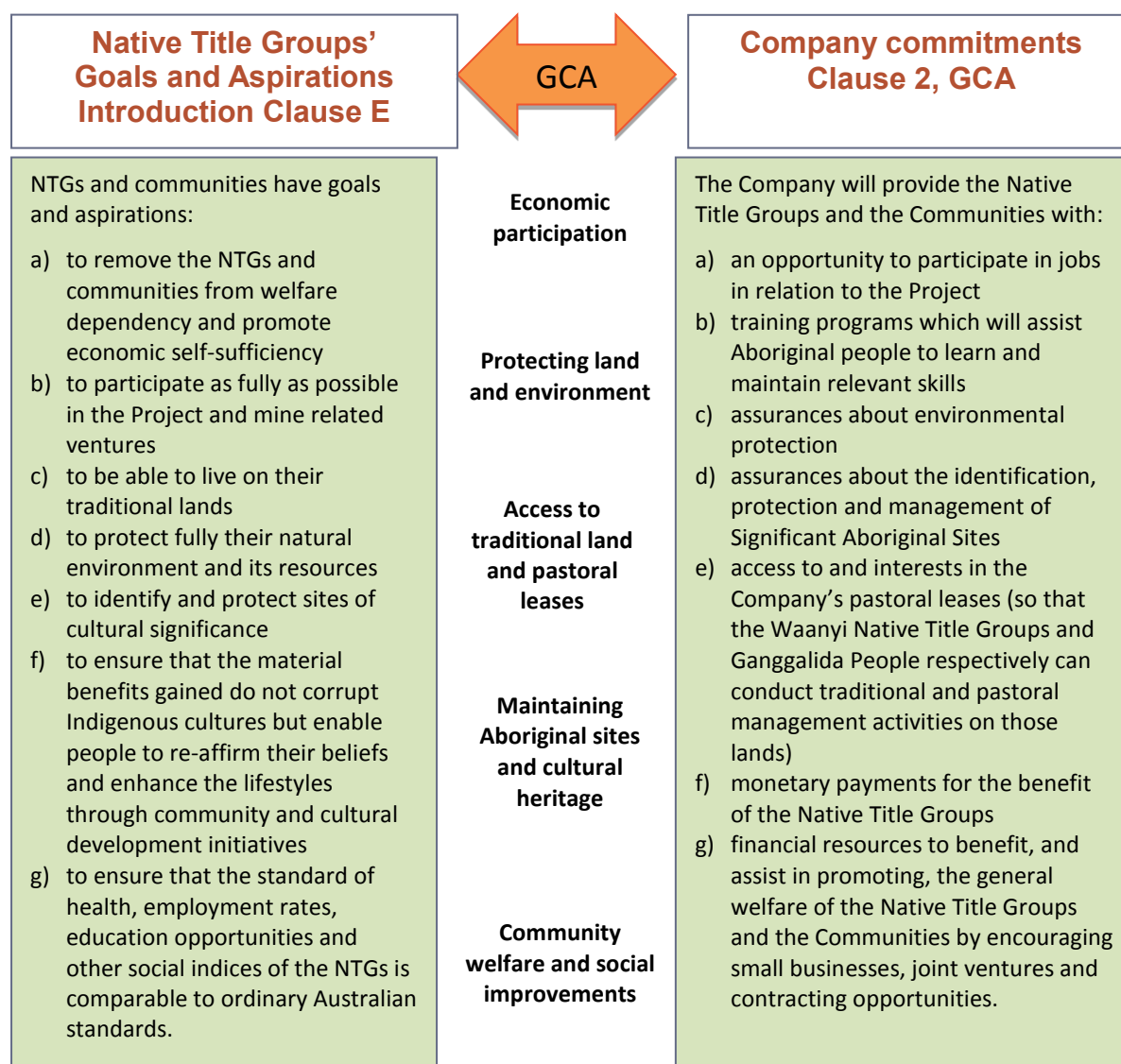
The GCA is a 190 page document – a far cry from the five page proposal that was provided to the communities in early 1995. Most of the agreement comprises schedules outlining specific commitments in designated areas (see appendix 2) with the main body of the agreement focussing on structural and procedural aspects and defining the fundamentals for the legal relationship. Unusually for its time, the agreement also included a general statement of the goals and aspirations of the native title parties and their communities (see figure 1).

The most significant elements of the agreement were as follows:

1. All affected native title groups were included in the one agreement covering the pipeline route, port area and mine site, rather than bilateral agreements being negotiated for each territory/operational space with the separate affected groups.
2. The Queensland Government was included as a signatory, as required under the right to negotiate process, and made a number of specific commitments in the agreement. The total value of these was around \$30m and covered significant infrastructure funding, support for workforce training, and some community development initiatives.
3. The largest expenditures under the agreement were to support employment and training and business development activities, not direct payments to the native title groups. This was consistent with the agreement's articulation of broader development aspirations of the communities, rather than just having a narrow focus on compensation (see figure 1).
4. For some provisions (e.g. access to employment opportunities), all Indigenous people living in the Gulf communities were included as beneficiaries, rather than these benefits being restricted to the native title groups.
5. Two special purpose organisations were established to deliver community benefits to the Aboriginal parties. These were the Gulf Aboriginal Development Corporation (GADC), which represents the native title groups' interests and handles the royalty/compensation payments to eligible bodies of the native title groups, and the Aboriginal Development Benefits Trust (ADBT), which primarily provides start-up finance, loans, grants and skills training for Aboriginal or joint ventures.
6. The agreement also created governance mechanisms intended to involve native title parties in the implementation and oversight of the Agreement. These were the Century Liaison and Advisory Committee (CLAC), Employment and Training Committee, and Environment Committee. Each of these bodies included significant numbers of representatives from the native title parties and, in most cases the wider communities, as well as company and government representatives.

7. A requirement was included for the parties to meet every five years to review the provisions of the agreement and the manner in which it was being implemented.

Figure 1: GCA Native Title Groups' goals and aspirations and mining company commitments¹³



Some aspects of the agreement continue beyond the cessation of mining. These primarily relate to involvement of the native title groups and other parties to the GCA in rehabilitation, environmental monitoring and management, with the CEC having a defined role until lease relinquishment (which, based on the current closure plan, may be achieved in 30 years). Other committees cease to exist with the end of production. Annual payments to GADC for distribution to native title groups will end in 2018 (three years after production ends) significantly reducing the GADC's role; and payments to ADBT for business development will also end in 2018 (20 years after first payment).

¹³ Source: Everingham, J., Barnes, R., & Brereton, D. 2013. *Gulf Communities Agreement 2008-2013. 15-year Review*. CSRM, The University of Queensland: Brisbane

Agreement design: key observations

Several aspects of the GCA were 'leading edge' at the time, and some have subsequently become standard features of modern agreements in Australia. Particularly notable are the focus on broader development objectives rather than just on providing direct compensation, the attention given to governance, and the requirement for periodic reviews.

Without detracting from these positive aspects, there are several lessons that, with the benefit of hindsight, can be drawn about the design of the Agreement.

- The far-reaching socio-economic transformation of the region expressed as aspirations in the GCA, could not realistically be achieved by one mine or one agreement. Realising this ambitious vision required facilitating conditions and complementary measures by other actors; these were not – and could not be – addressed in the agreement.
- As discussed in more detail below, the governance arrangements put in place by the agreement proved to be complex, unwieldy and overly ambitious in scope.
- Including all of the native title parties in the one agreement, rather than having a separate agreement for the pipeline communities, probably slowed the finalisation of the GCA and added to the complexity of the governance arrangements.¹⁴

Box 3: The Waanyi sit-in

In November 2002, around 150 Waanyi traditional owners marched from a meeting at Bidunggu (also known as the Gregory outstation) to the mine camp where they staged a sit-in. This occurred in the wake of the first five-year review of the GCA.

The main contentious issue was disillusionment over employment opportunities for Traditional Owners at the mine. Other sources of discontent included difficulties accessing agreement payments, cultural sensitivities about recent exposure of a red ochre deposit in the pit, unsatisfactory arrangements for storing cultural heritage items disturbed by mining, and inequities among the native title holders.

The occupation lasted nine days. It disrupted meals for the 400-strong FIFO workforce on site and threatened to halt production. The sit-in was eventually resolved through the intervention of State Government ministers, who negotiated some concessions from Century and also made additional commitments on behalf of Government.

A subsequent review of the GCA was commissioned by the Carpentaria Land Council, the regional Native Title Representative Body. This was undertaken by a Brisbane-based law firm. The review, which was never formally completed, identified further community concerns. Some of these matters related to perceived government inaction rather than to mine management specifically.

- The structure of the agreement made it difficult to adjust those aspects that later appeared not to be working or had become redundant.

¹⁴ Rio Tinto Iron Ore, for example, has sought to address this issue in the Pilbara by entering into compensation-focused land use agreements with individual Traditional Owner groups, while also providing these groups with the option to participate in a Regional Framework Deed that provides a suite of non-monetary benefits dealing with aspects such as employment and training, business development, environmental management and cultural heritage protection.

- The GCA set out a formal dispute resolution process, but did not explicitly provide for mediation and negotiation as less legalistic alternatives. Had such mechanisms been available, this might have avoided the Waanyi 'sit-in' at the Mine Camp in 2002 (see box 3).

3. Agreement implementation and outcomes

Successes and shortcomings

From the company perspective, the GCA enabled Century to be developed and to operate without interruption (other than due to weather-related events) through until the planned cessation of mining in 2015. The nine day sit-in in 2002, while causing significant inconvenience, did not disrupt mining operations. Importantly, production continuity was maintained despite ownership changing hands several times (see box 2 and appendix 5), and shifting power dynamics in the local Aboriginal communities.

From the perspective of the local communities and native title groups, the main benefits that can be attributed to the GCA are as follows:¹⁵

- The mine delivered large-scale employment and training programs in a region where these are in short supply. By the time that production ceased in 2015, more than 900 members of the native title groups and lower Gulf communities had worked at Century at some time over the life of the project. For around one third of these employees, this was their first experience of participating in the mainstream workforce.
- To date, several viable new Indigenous enterprises have been established, both through direct contracting opportunities with Century and through the ADBT.
- Cultural heritage management has generally been appropriate.
- An increased area of land is now under Traditional Owner control.
- A successful majority Waanyi-owned pastoral business – the Lawn Hill Riversleigh Pastoral Holding Company (LHRPHC) – has been established.

Local communities have also benefitted from region-wide improvements stimulated by the mine, such as better transport and communications infrastructure, and improved services (e.g. medical evacuation), although not all of these benefits will be sustained post-mining.

These benefits are generally recognised, but there is also considerable frustration amongst the native title groups and in the communities more broadly that their circumstances did not improve more. As documented in the Report of the 15 Year Review of the GCA and various other studies undertaken by CSRM, there are several areas of significant community dissatisfaction:

- Employment opportunities and financial benefits have been unevenly distributed in the region, with Mornington Island and Doomadgee faring much less well than Normanton, particularly in the post-construction stage. Also, many of the jobs went to local Aboriginal people who were living in larger population centre such as Townsville, Cairns and Mt Isa, rather than in the region itself.

¹⁵ Over the years, Century has also paid substantial royalties to the Queensland Government and rates to Burke Shire Council. However, these payments are not connected to the GCA. In the case of royalties in particular, it is also very difficult to determine how much of this money, if any, flowed back to the lower Gulf communities.

- Underlying economic and social conditions in Doomadgee and Mornington Island have not shown any improvement relative to other comparable, Indigenous communities in Queensland (see appendix 5). This is broadly in line with the overall slow progress on 'Closing the Gap' across Australia.
- Many of the residents of Gulf communities who found work at the mine subsequently moved themselves and their families to the coast. While this was beneficial for the families concerned, it meant that the communities were depleted of their more capable members.
- A lot of local Aboriginal people were employed at the mine over the life of the project, but there was little career progression for most of these employees and few of them attained supervisory positions or formal skills qualifications.
- Since 1997, GADC has received over \$13 million to distribute to the native title groups' Eligible Bodies. However, by and large, these compensation payments provided to the Eligible Bodies under the GCA have not been used to support strategic, longer term investments.
- The ADBT received almost \$15 million for its business development initiatives over the productive life of the mine. Although there are some impressive success stories, the region proved to be a very difficult business environment, due to its remoteness, low population and entrenched socio-economic disadvantage. Hence it was difficult to identify viable investment opportunities and some of the initiatives that were funded floundered. On the upside, the ADBT has accumulated sufficient reserves that, with good management, will enable it to function for some years into the post-production phase.

As the mine proceeds through active closure stage, there will be some opportunities for local people to participate in site rehabilitation and restoration work, and to take on monitoring and maintenance roles in the subsequent 'passive closure' phase. However, these opportunities will be on a much more limited scale than during the construction and operational phases.

Governance issues

The reasons for these variable outcomes are complex, and can partly be attributed to the social and historical context, the geography of the region and the characteristics of the communities themselves. However, problems with agreement implementation and governance also played their part.

Most of the governance structures created by the GCA did not function as intended, which seriously impacted implementation of some GCA commitments by all parties. The Gulf Area Development Corporation was dysfunctional for long periods, the Century Liaison and Advisory Committee (CLAC) did not meet between 2002 and 2012 and the Employment and Training and Environment Committees suffered periodically from poor attendance and a lack of focus.

These problems can be attributed to a combination of under-resourcing, inexperience and poor leadership in the communities, and variable support and commitment on the company and government sides. Challenges on the community side included ongoing conflicts within and between Indigenous groups, little turnover in the membership of some of the representative bodies and committees, and poor information flow back to the communities. There was also a high level of turnover of company and government representatives on the Employment and Training and Environment Committees, and not enough was done to define a clear agenda and reporting processes for these committees.

On a more positive note, the ADBT and the Lawn Hill and Riversleigh Pastoral Holding Company, though not without challenges, have both benefitted from being run more along business lines and having access to significant external expertise. The contrast with the GADC epitomises one of the dilemmas for agreement-makers seeking to maximise the autonomy of Indigenous groups while retaining transparency and accountability.

Initially there was co-investment in establishing the GCA governance structures, with substantial support from the Aboriginal and Torres Strait Islander Commission (ATSIC) and others. For various reasons, however, this level of support was not maintained over the longer term. The structures that were created also assumed a level of capacity and unity of vision that the local communities and native title groups did not have, and indeed that was also not evident among State Government departments. As one former company representative commented: *With the wisdom of hindsight you would spend more time and energy investing in governance first.*

Even in the best of circumstances it is very difficult to craft robust governance bodies for the multiple tasks required throughout the life of an agreement. In retrospect, fewer bodies, less members, better selection processes, stronger support and training for members, and greater access to external expertise, would have avoided some of the problems that arose. Even if there had been a more sustained focus on enhancing governance capacity, success would not have been assured, given the cultural and political context and the complex history of the region.¹⁶

Company processes

Governance has also been an issue within Century mine management. The GCA had strong internal champions early on, but this eroded once the mine moved into the operational phase and new people came on to the scene.

In the early days of operations, the GCA was the bible. Everyone who got a job, they were quizzed on it. They were told that this GCA was the way that this mine would operate. Key change was that a lot of people moved. They were all very committed to the GCA. Lots of corporate knowledge lost. New fellas came on (former company representative).

¹⁶ The 10 Year Review of the GCA recommended the creation of a 'leadership Academy' for the Lower Gulf, but this was never acted on.

In 2001, a new GM devoted a whole weekend to ensuring that his senior management team were aware of the importance of the GCA and the obligations it imposed on the company, but this exercise was apparently never repeated. Instead, as one roundtable participant observed: *'it went from GCA being mainstreamed to GCA being a tack-on'* (former company representative).

Early on, Century management established a GCA department to drive implementation of agreement commitments relevant to the mining company. The GCA benefitted from a core of long-serving and capable Indigenous employees (in the GCA department and in other roles) with a commitment to the aspirations of the agreement. There were also supervisors and managers who provided continuity through more than a decade at the mine. However, while good work was done by individuals, the role of the GCA department was never clearly defined; nor was there a coherent strategy for delivering on the agreement commitments in specific schedules or more broadly on the aspirations of the native title groups.

For substantial periods over the active life of the mine, compliance with and implementation of the GCA were seen largely as the job of the GCA department, rather than being integrated into mine business processes. While the importance of fulfilling GCA commitments may have been regularly communicated in management team meetings, there do not appear to have been specific targets and indicators set for other functional areas. This had significant ramifications, as important Agreement objectives around employment, training and business development (for example) could only be met by actively involving these areas. Company management systems, including record-keeping and documentation of procedures, also fell short of what was required to deliver on the GCA and monitor implementation.

Another complicating factor was the high level of 'churn' within mine management. Between 2002 and 2014 the mine had seven different General Managers (GMs) and was owned by four different companies. Some of the changes made it difficult to maintain continuity and focus on the GCA, particularly in the absence of strong internal systems. Some GMs gave a high priority to the GCA, but others saw it as of secondary importance and were more focused on production-related issues.

The review process

Including a requirement for periodic reviews was a positive feature of the GCA and quite innovative for the time. However, while these reviews were undertaken more or less as scheduled, they were never the collaborative exercise envisaged by the GCA, were not 'owned' by the designated body (CLAC), and did not lead to significant improvements in agreement performance by the various parties.

The review process has always been quite contentious. There was no adequate mechanism to take the lessons of the review into the GCA and its implementation (former company representative).

Review recommendations were implemented in a piecemeal fashion only. Also, the reviews, though consistently identifying some problems (such as with governance), did not make the same recommendations for resolving these issues. Had there been more follow-through on the reviews and more ownership of them by the all parties, this might have allowed concerted

action to be taken earlier and would also have given community members – and people within the Company – more confidence that the reviews were worthwhile exercises.

Lastly, once the development of the mine was approved, the level of interest and support from the State Government fell away. This made it even harder to address the broader community aspirations expressed in the GCA and to follow up on Review recommendations, as the active involvement of government was needed to deal with broader health, employment and education issues in the region.

4. Broader implications

For companies, well-crafted and managed agreements can help secure long-term access to resources, reduce transaction costs and uncertainty, and lessen exposure to disputes and legal action from Indigenous groups. Agreements can also be an effective way to forge working partnerships or rebuild community goodwill following significant conflict between mine developers and communities. However, as the Century case study highlights, ‘getting to yes’ and ‘getting beyond yes’ is not easy and requires persistence and focus. In this regard the GCA provides useful lessons for other projects and other companies about what to do – and what not to do – when making and implementing agreements (although, of course, an appreciation of local constraints and contexts will always be needed).

Making agreements

1. *Relationships, trust building and leadership are critical to successful agreement making.* The GCA negotiations began in an atmosphere of distrust, acrimony and uncertainty. Strong and consistent internal leadership in the project management team, and a willingness to take risks, helped to break down these barriers and get the parties to a point where an agreement was possible.
2. *Good agreements take time and require patience and persistence.* Discussions between the parties had started nearly a year before Century put its first offer on the table and it was then another two years before the GCA was finally signed. Other major agreements in Australia (such as Rio Tinto’s Argyle Diamond Mine Agreement and the Pilbara Iron Ore Agreements) have likewise taken several years to finalise. Particularly where there is no history of agreement-making, time is needed to build relationships and for the parties to work through their differences and find common ground; rushing matters to meet predetermined deadlines can often be counter-productive and may actually delay, rather than accelerate, the process.
3. *Where legislation provides for compulsory acquisition or other mandatory processes, these options should be avoided if at all possible.* Explicit or implied threats to invoke intervention by government or the courts might help to force agreements in some cases, but are unlikely to build trust or secure buy-in over the longer term. In the case of the GCA, a turning point in the negotiations was the decision by the company not to take up the State Government’s offer to legislate for compulsory acquisition.
4. *Companies entering into negotiations should be careful not to promise what they can’t deliver and, conversely, should make sure that they deliver on what they promise.* This

became the mantra of the Century project team and helped them to maintain focus and consistency during difficult times.

5. *Agreements should include agreed grievance management mechanisms.* This will help to avoid the unnecessary escalation of matters, provided that the parties see value in using these mechanisms (which in turn requires that grievances are taken seriously and addressed promptly). The absence of such mechanisms contributed to some of the difficulties in implementing the GCA.
6. *The focus should be on exploring the options and agreeing on the important principles before crafting the formal legalities.* Development of mutual respect and trust must precede word-smithing. In addition, the plain-language versions are often as important as the legally 'watertight' version.

Implementing agreements

1. *Agreements should be underpinned by an implementation plan which sets out tasks, time frames and accountabilities and is regularly updated.* The focus of this plan should not only be on legal compliance, although this is important from a risk management perspective, but also on ensuring that desired outcomes and objectives are achieved. Century developed various plans but these proved not to be 'living documents' and were not consistently followed.
2. *Regular monitoring and reporting is an integral part of an effective implementation strategy.* Early establishment and consistent adherence to a robust reporting framework, using mutually agreed data and performance standards, will enhance transparency and accountability and provide valuable feedback on what is – and is not – working. In the case of Century, some basic data were provided periodically to the Environment and Employment and Training Committees, but no interpretative framework was provided and the reports mainly focused on activities (e.g. number of people trained, environmental breaches detected) rather than outcomes.
3. *At the mine level, agreement compliance and implementation needs to be a whole-of-business responsibility; it should not just be the function of a specialist department.* As is true for all areas of corporate performance, leadership from the top will be critical for setting the tone and making it clear to others in the organisation that the agreement matters. This can be promoted by writing accountabilities into position descriptions, setting KPIs, and reinforcing the importance of the agreement in internal communications.
4. *Governance bodies established under agreements need to be 'fit for purpose', 'fit for capacity', 'fit for context' and properly resourced from the outset.* This is particularly challenging where there are different cultures involved and different levels of experience with governance responsibilities. The GCA experience highlights the value of keeping governance arrangements as simple as practical.

5. *Agreements should be designed with sufficient flexibility so that they can be modified if required.* Not everything will work as intended and circumstances will change. It should be possible for the parties to agree to change those particular aspects without needing to open up the whole agreement or to change the core principles on which it is based.¹⁷
6. *Coordination among parties to the agreement and with other regional development actors is essential for addressing broad socio-economic aspirations.* Multi-party agreements impose obligations and accountabilities on all parties and these are interlinked. The ability of one or more of the parties to deliver can be compromised by other parties, whereas expanding the focus to align with other regional development initiatives can open more opportunities.

5. Postscript

There is still another chapter to go in the story of the GCA. Although mining has now ceased, elements of the Agreement will remain in force well into the future. The Century Environment Committee has a defined role until lease relinquishment. The ADBT will not receive new funding for business development past 2018, but it has built up significant reserves which can be deployed in subsequent years. The future of the GADC, by contrast, is uncertain. There will be ongoing engagement between MMG and Waanyi representatives through the Board of Directors of the LHRPC, as well as other interactions relating to future activities on, or in the vicinity of, the mine lease and the use of infrastructure. In addition, the ability of Waanyi people to access a significant portion of their traditional country will continue to be constrained for some time to come. How the parties manage relations in this next phase will therefore be important for determining the ultimate legacy of the GCA; this is both a challenge and an opportunity for the parties, and the company in particular.

¹⁷ In the case of the GCA, it has proved easier to subsequently negotiate sub-agreements about specific issues (e.g. the 10 Mile Waterhole Agreement and Waanyi PBS Support Agreement)) than to modify the GCA itself.

Appendix 1: The adversarial context in which the GCA was negotiated

Protests by the CLC and Waanyi in late 1994 involved key players in subsequent GCA negotiations.

Country News

North West Country
Wednesday, November 2, 1994 **3**






Protesters would not leave the park until the State Government provided a firm act of faith, according to CLC co-ordinator Murrando Yanner.

Waanyi elder Archie Black, one of the protesters present at the park during the three-week sit-in, listens to negotiations between Ms Robson and Waanyi representatives.

Carpentaria Land Council employee Morag McDonald listens to discussions between the ministers and the Waanyi people at Lawn Hill National Park.

Mount Isa and Gulf ATSIC regional council chairperson Colin Saltmere was present at the national park during the discussions with the minister.

Solution reached, protest over

Report: TRACEY BROWN
Photographs: DUSKO MARIC

The Waanyi people's three-week protest at Lawn Hill National Park ended on Friday after Environment and Heritage Minister Molly Robson agreed to establish an advisory committee comprising tribe representatives.

Ms Robson and Minister for Minerals and Energy and Mount Isa MP Tony McGrady visited the park on Friday and spent more than an hour in frank discussions with members of the Waanyi tribe, Carpentaria Land Council (CLC) co-ordinator Murrando Yanner and Mount Isa and Gulf Aboriginal and Torres Strait Islander Corporation (ATSIC) regional

council chairperson Colin Saltmere.

Ms Robson told protesters she had come to the park with a positive and open mind, hoping to find a solution all parties agreed with.

The meeting agreed to establishment of an advisory committee in accordance with the Nature Conservation Act as the first stage in addressing management issues raised by the tribe.

The State Government would not establish the committee and commit to negotiations unless the protest ended, to which the Waanyi people and CLC agreed.

Waanyi people also made representation to Ms Robson about their desire for gazettal of the park for claim.

The first meeting is expected to occur within two weeks.

Mr Yanner on Friday said protesters would not leave the park until the State Government provided a firm commitment in response to their concerns.

"We need a firm act of faith from the Government, something immediate such as having the land gazetted for claim," he said.

Mr Yanner said he hoped some families could remain in the park during the wet season and an interim board of management established.

Premier Wayne Goss on Friday said Mr Yanner's activities and ambitions had been the reason the protest had gone on for so long.

In response, Mr Yanner said Mr Goss had only served to undermine the ministers conducting the negotiations.

A permanent sign of the three-week protest remains at the park entrance where the Aboriginal flag, accompanied by "Waanyi", have been painted on a cliff, replacing a cloth flag earlier located there.

The park, which was shut on October 25, will remain closed to the public until water quality tests clear the water for human consumption.

Ms Robson said there was nothing to link the discovery of faecal contamination in Lawn Hill Creek to the protesters, despite a statement early last week which claimed the pollution had developed due to the extraordinarily high number of campers in the park.

RIGHT: Environment and Heritage Minister Molly Robson (right), and Minister for Minerals and Energy and Mount Isa MP Tony McGrady conduct an inspection of Lawn Hill National Park.



BELOW: Ministers Ms Robson and Mr McGrady spoke informally with protesters before their meeting to find a solution to the sit-in.



The assertion of native title with respect to Lawn Hill (Boodjamulla) National Park near the mine site in 1994 provided a symbolic victory for Waanyi and the CLC.

It involved many of the individuals and interest groups who also became involved in intense negotiations with CRA about the mine, pipeline and port.

Appendix 2: Governance Structures and Schedules of the GCA¹⁸

	Governance		Other Benefits
	GADC	CLAC	
	<i>Schedule 8</i>	<i>Schedule 10</i>	<i>Schedule 7</i>
Body	Gulf Aboriginal Development Corporation	Century Liaison Advisory Committee	Eligible Bodies of Native Title Groups
Membership	Native Title Groups (NTGs): • Waanyi=6 • Gkuthaarn=2 • Kukatj=1 • Mingginda=2	• MMG (2) • GADC (1) • NTGs (Waanyi=5; Gkuthaarn-Kukatj = 2; Mingginda = 2) • Qld Government (1)	• GADC • Native Title Groups
Status	A company established under the GCA with a governing board representative of the NTGs. It appoints NTG reps to committees	Liaison between all Parties to the Agreement and advice to Parties on working of the Agreement	Discretionary use of funds for whole of each NTG.
Functions	Acting for and in the interests of the NTGs and in accordance with the views of the relevant native title holders as a group. Holding in trust and distributing monetary payments to NTGs. Seeking additional funds from government for training. Assisting CEC in employment, training and business development	A forum for discussing, exchanging information, formulating plans, and monitoring and reviewing plans and operations in relation to the Project	Payments through the GADC to NTGs. \$750,000 per year for first 3 yrs; then \$500,000 (indexed) per year. Distributed according to specified formula
Active life	GADC administrative functions can continue till lease relinquishment (based on the current closure plan, this may be achieved in 30 years) with \$100k p.a.	CLAC ends 2015 (estimated end of economic life of project)	Last annual payment for distribution to Eligible Bodies approx. 2018

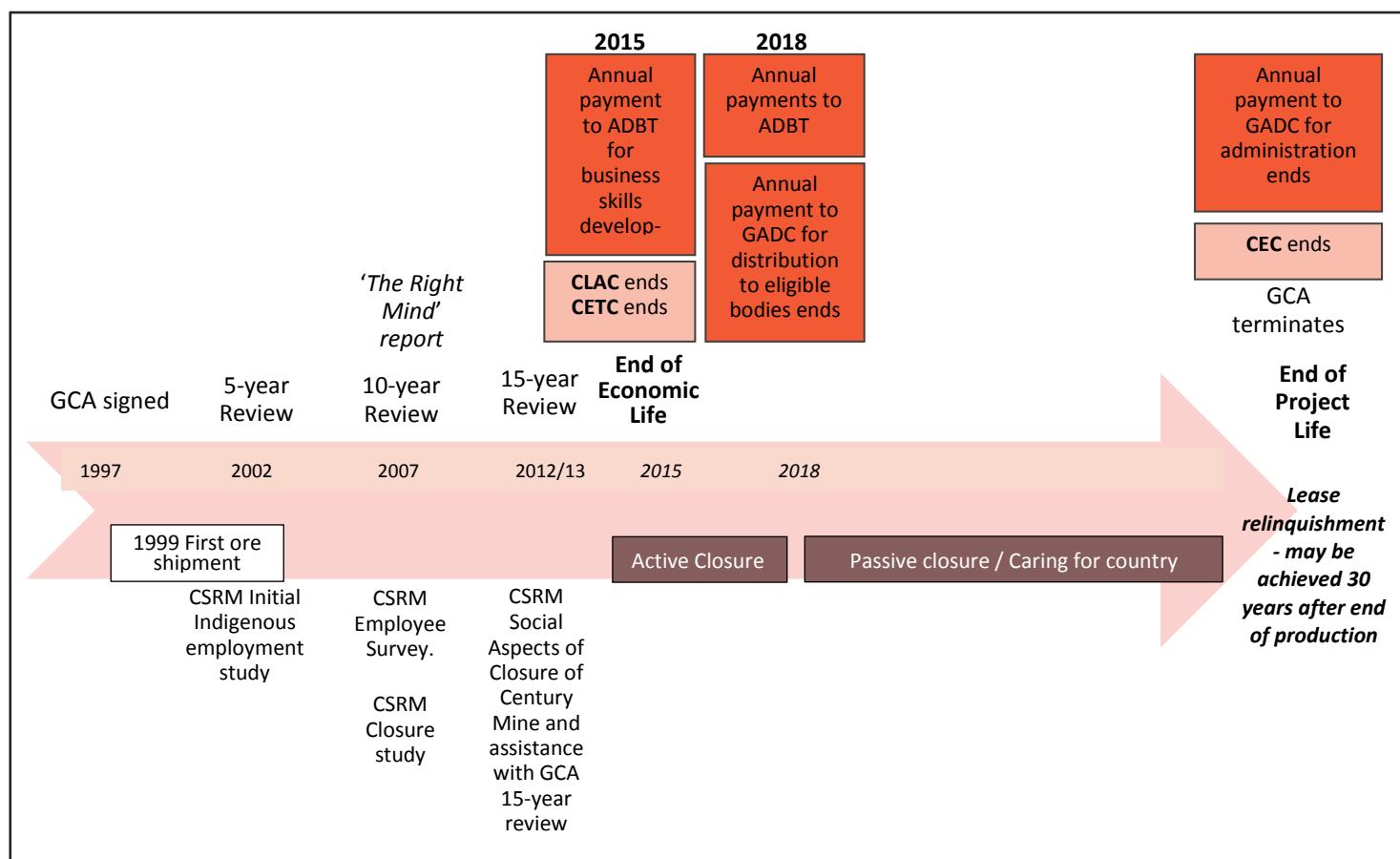
Schedules to the Agreement. To achieve the aspirations, the GCA contains 12 schedules some structured around specific issues and benefits, others setting governance arrangements.

Schedule 1 –	Queensland Commitments
Schedule 2 –	Employment and Training
Schedule 3 –	Environment
Schedule 4 –	Heritage and Sites of Cultural Significance
Schedule 5 –	Lands
Schedule 6 –	Aboriginal Development Benefits Trust (ADBT)
Schedule 7 –	Other Benefits – CZL (now MMG)
Schedule 8 –	Gulf Aboriginal Development Corporation (GADC)
Schedule 9 –	Project Rights
Schedule 10 –	Liaison and Advisory
Schedule 11 –	General Clauses
Schedule 12 –	Definitions

¹⁸ Source: Everingham, J., Barnes, R., & Brereton, D. 2013. *Gulf Communities Agreement 2008-2013. 15-year Review*. CSRM, The University of Queensland: Brisbane.

Appendix 3: Timeline of the Century Project

GCA-related dates



Note: Future dates are based on the current closure plan, indicating final lease relinquishment may be achieved in 30 years.

Appendix 4: Roundtable Participants, November 2014

Mark Adams	MMG-Century GM Qld Operations
Barry Riddiford	MMG-Century CSP Qld Operations (from 2011). Previously Regional Director for DATSIP in Mt Isa, Director of Regional Engagement Unit of Department of Infrastructure)
Julie Hilder	MMG Century, Commercial Manager
Ted Woodruff	Community Relations, MMG Group Office, Melbourne
Ian Williams	Ex-Century MD, and Executive GM Mining 1994-2003
Roger Laycock	Ex-Century, 1990s
Fred Pascoe (video-conference)	Mayor Carpentaria Shire Ex-Century (GCA department supervisor 1997-2002; Director of ADBT)
Dell Burgen	MMG Century (previously ATSIC, GADC, ADBT)
Geoff Dickie	Former Deputy Coordinator-General (& Dept of Mines) Qld Gov)
Noel Gertz	Senior Adviser – Stakeholder Engagement & Strategy, Myuma
Colin Saltmere	Managing Director, Myuma; former Mt Isa and Gulf ATSIC Regional Council Chairperson

Appendix 5: Social indicators for the Aboriginal and Torres Strait Island population – lower Gulf region

Comparative circumstances of Aboriginal and Torres Strait Islander people (Qld locations)

	Carpentaria & Burke Shires	Doomadgee	Mornington	Queensland
Proportion of the population	17.8%	92.8%	88%	3.6%
Year 12 schooling attained	24.6%	10.4%	18%	31.7%
Weekly household income <\$600	31.4%	80.6%	75.1%	45.9%
Unemployment for 15-64 year olds	12.7%	24%	21.5%	18.1%
Children in jobless families	20.3%	61%	46.5%	38.2%
Overcrowded households	34.4%	64.9%	50%	19.3%

Source: DATSIP (2016) *Know your community*. Queensland Government Statistician's Office, Queensland Treasury. <http://statistics.oesr.qld.gov.au/datsip/profiles> accessed 2016 – figures based on 2011 Census and 2015 *Closing the Gap* reports.

Appendix 6: Resources

Agreements, treaties and negotiated settlements project (ATNS) available at <http://www.atns.net.au/> has many resources including publications and short videos, including:

- Tim Ofori “Agreement-making and 'Consent' within the International Finance Corporation Standards Framework”
- Megan Davis “United Nations Permanent Forum on Indigenous Issues and Extractive Industries”
- Prof. Ciaran O’Faircheallaigh “Extractive Industries & Indigenous Peoples: A Changing Dynamic?”

Ali, S., Brereton, D., Cornish, G., Harvey, B., Kemp, D., Everingham, J. and Parmenter, J. (2016) *Why Agreements Matter* <https://www.csr.uq.edu.au/publications/why-agreements-matter>

CSR (2011). *Good Practice Notes on Community Development Agreements*. Prepared for the World Bank Extractive Industries Source Book
<http://www.csr.uq.edu.au/Portals/0/docs/CSR-CDA-report.pdf>

Gibson, G. & O’Faircheallaigh, C (2010). *IBA Community Toolkit: Negotiation and Implementation of Impact and Benefit Agreements*. Walter & Duncan Gordon Foundation.

ICMM (2015) *Indigenous Peoples and Mining Good Practice Guide*. (2nd edition).
<http://www.icmm.com/page/115445/indigenous-peoples-and-mining-good-practice-guide>

ICMM (2013) *Indigenous Peoples and Mining Position Statement*.
<http://www.icmm.com/document/5433>