



First Nations

HERITAGE PROTECTION ALLIANCE

First Nations Heritage Protection Alliance Governance Charter (As of 19/11/21)

1. Name

The name of the organisation is the First Nations Heritage Protection Alliance (herein “FNHPA”)

2. Organisation Type

The FNHPA is an unincorporated association whose members agree to operate collectively in accordance with the terms of this Governance Charter to achieve the purpose set out below.

3. Purpose

The purpose of the FNHPA, through the collective actions of its members, is to strive to enhance the capacity of First Nations in Australia and elsewhere in the world to achieve self-determination through the ability to wholly control all aspects of their tangible and intangible cultural heritage in all its facets.

4. Principles and Values

The Memorandum of Understanding will underpin an ongoing formal relationship between the organisations and is based on recognition of the following principles:

- a. **Mutual respect and trust** – Respect for the independence and expertise of each member organisation and the role and responsibilities held by each organisation.
 - b. **Transparency** – Be transparent and act with integrity.
 - c. **Sustained outcomes** – Commit to work collaboratively to work towards achieving positive and sustained outcomes for First Nations Peoples and their cultural heritage
 - d. **Equality and social inclusion** – Adhere to the principles of equality and social inclusion, recognising each signatory is an equal member and will contribute equally throughout this collaboration.
 - e. **Diversity** – Respect the diversity of opinions and unique objectives of each member organisation.
 - f. **Sharing** – Share and transfer knowledge, skills and expertise to other members.
 - g. **Direction** – Provide demonstrated leadership through courage, vision and commitment.
 - h. **Decision-making** – Understand, respect and commit to the decisions of the Alliance.
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- i. **Integrity** – At all times, act with integrity.

Financial and Contractual Arrangements

As an unincorporated association, the FNHPA has a limited legal personality and contractual ability.

The member organisation auspicing the FNHPA and the secretariat acts as agent for the FNHPA in matters that require a legal personality or contractual ability.

In order to facilitate the purpose of the FNHPA, the National Native Title Council Ltd (ABN 32122833158) has agreed to act as agent for the FNHPA in matters that require a legal personality or contractual ability. In so doing the National Native Title Council has agreed to discharge its obligations as agent of the FNHPA to the extent permitted by the National Native Title Council's obligations to its members and by law. Schedule 1 to this Charter is a signed acknowledgement by the Chief Executive Officer of the National Native Title Council of that company's agreement to act in the manner specified in this clause.

5. Members

Members should be Aboriginal and/or Torres Strait Islander organisations that are:

- a. incorporated under relevant legislation and are not for profit.
- b. controlled and operated by Aboriginal and/or Torres Strait Islander People.
- c. connected to the community/communities in which they operate
- d. governed by a majority Aboriginal and/or Torres Strait Islander governing body.

Any eligible organisation may apply in writing to become a Member of the FNHPA. All applications will be considered at a general meeting of the FNHPA.

Following receipt of a written membership request, the FNHPA will decide whether to allow the applicant to join as a Member. In making decisions on applications for membership the FNHPA may decide to be flexible if not all requirements are strictly met by an applicant and will consider the best interests of all FNHPA Members including the need for unity and the need to achieve the objectives of the FNHPA.

Members commit to advancing the goals of the Alliance and agree to the terms of this governance charter.



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Membership Categories

There shall be four categories of members of the FNHPA as provided in this clause.

- a. **National Peak Organisation Members**
- b. **Regional Representative Members**
- c. **Local Members**
- d. **Associate Members**

a. National Peak Organisation Members

A **National Peak Organisation Member** is an organisation that delivers services to their Aboriginal and/or Torres Strait Islander Community-Controlled member organisations on a national basis and is:

- i). incorporated under relevant legislation and not-for-profit;
- ii). controlled and operated by Aboriginal and Torres Strait Islander people;
- iii). connected to the community-controlled organisations for whom they deliver services; and,
- iv). governed by a majority Aboriginal and Torres Strait Islander governing body.

And has either, prior to the date of the adoption of this Governance Charter sought and been accepted as a member of the FNHPA, or, subsequently to the adoption of this Governance Charter, applies for membership of the FNHPA and is accepted as a member by the Alliance.

b. Regional Representative Members

A **Regional Representative Organisation Member** is:

- i). The NSW Aboriginal Land Council;
- ii). A recognised Native Title Representative Body or Native Title Service Provider for the purposes of the *Native Title Act 1993 (Cth)*;
- iii) A Land Council under the *Aboriginal Land Rights (Northern Territory) Act 1976 (Cth)*;
- iv) The Federation of Victorian Traditional Owner Corporations, the Tasmanian Regional Aboriginal Communities Alliance, the Tasmanian Aboriginal Centre, the Gur A Baradharaw Kod Torres Strait Islander Corporation, the Aboriginal Areas Protection Authority of the Northern Territory, the Victorian Aboriginal Heritage Council; or,
- iv). A peak body or public benevolent institution who provides cultural heritage, legal, land rights, native title or other related services to First Nations groups or such other entities as determined by the Leadership Group as eligible to be a Regional Representative Organisation Member.

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c. Local Members

A Local Member is:

- i). A Registered Native Title Body Corporate under the *Native Title Act 1993* (Cth).
- ii). A Local Aboriginal Land Council under the *Aboriginal Land Rights Act 1983* (NSW)
- iii) A registered Aboriginal party under the *Aboriginal Heritage Act 2006* (Vic).
- iv). Such other organisations of Aboriginal or Torres Strait Islander People that are involved in activities relating to cultural heritage and that the Leadership Group determines to be eligible as a Local Member

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Local Members are non-voting members and do not contribute to the quorum.

d. Associate Members

Associate Members are those organisations and Aboriginal or Torres Strait Islander individuals who, in the opinion of the Alliance, support and will serve to advance the purpose of the FNHPA.

Associate members are non-voting members.

They are invited to participate in all general meetings and may be invited by the Alliance membership to participate in working groups.

Associate membership will be determined by a general meeting of the FNHPA.

6. Removing Members

Member organisations will cease to be a member of the Alliance if they:

- Resign from the Coalition,
- Are removed by consensus of the Alliance.

7. General Meetings

- a. General Meetings of the FNHPA shall be convened at a time determined by the Leadership Group and shall be convened telephonically. The Leadership Group shall cause for notice of General Meetings to be given all members by email to the member's nominated email address.
 - b. There shall be five days' notice of a General Meeting except in the event that the Leadership Group determines a matter is urgent in which case 24 hours' notice of a General Meeting shall be sufficient.
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- c. A Member (other than an individual Associate Member) shall be represented at a General meeting by their nominated representative
- d. Members shall attempt to resolve matters considered at General Meetings by consensus. In the event consensus cannot be reached a matter shall be determined by a simple majority vote.
- e. Only National Peak Organisation Members and Regional Representative Members shall be entitled to vote at a General Meeting.
- f. Each eligible member organisation present for a vote can cast 1 vote.
- g. Quorum at a General Meeting shall be achieved with the presence at the General Meeting of the nearest whole number of National Peak Organisation Members and Regional Representative Members greater than half of the total number of National Peak Organisation Members and Regional Representative Members.

8. Leadership Group

- a. The function of the Leadership Group is empowered to manage the business of the FNHPA between General Meetings.
 - b. The Leadership Group shall have the authority necessary to carry out its function in accordance with decisions made by the full Alliance.
 - c. The Leadership Group may convene committees to assist in achieving the purpose of the FNHPA involving such members and with such Terms of Reference as the Leadership Group sees fit.
 - d. Meetings of the Leadership Group shall be convened at a time determined by the Co-Chairs and shall be convened telephonically. The Co-Chairs shall cause notice of Leadership Group Meetings to all members of the Leadership Group by email to the member's nominated email address.
 - e. There shall be five days' notice of a Leadership Group Meeting except in the event that the Co-Chairs determine a matter is urgent in which case 24 hours' notice of an Leadership Group Meeting shall be sufficient.
 - f. Members shall attempt to resolve matters considered at Leadership Group Meetings by consensus. In the event consensus cannot be reached a matter shall be determined by a simple majority vote.
 - g. The members of the Leadership Group shall be
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- i. A nominee of the National Native Title Council
 - ii. A nominee of the NSW Aboriginal Land Council
 - iii. A nominee of the Gur A Baradharaw Kod Torres Strait Islander Corporation.
 - iv. One nominee of the Regional Representative Organisations (if any) based in each State and Territory as determined by the Regional Representative Organisations in that State or Territory
 - v. One nominee of the National Peak Organisation Members of the FNHPA as determined by those National Peak Organisation Members.
 - vi. Any FNHPA Member of the Joint Working Group established under the Partnership Agreement with the commonwealth minister for the Environment who is not otherwise a member of the Leadership Group.
- h. Leadership Group members shall serve for a term of 1 year and are eligible for renomination.
- i. Membership of the Leadership Group is personal to the individual nominated for the period of their term unless the nominating organisations advise that the nominee has been replaced for the balance of the term.
- j. All members of the Leadership Group shall be either Aboriginal or Torres Strait Islander (or both).

9. Co-Chairs

- a. The Co-Chairs of the FNHPA shall be the Leadership Group Members pursuant to clause 9(g)(i) and 9(g)(ii) above.
- b. Only the Co-Chairs are authorised to make public statements on behalf of the FNHPA unless the Leadership Group nominates an alternative spokesperson in respect of a particular matter.

Roles of the Co-Chairs includes:

- Chairing meetings,
 - Inviting special guests to attend meetings when required,
 - Guiding the meeting according to the agenda and time available,
 - Ensuring all discussion items are concluded with a decision, action or defined outcome, and
 - Review the draft minutes before distribution
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10. Secretariat

Secretariat support to the Alliance will be provided by the Co-Chairperson's organisations. For efficiency purposes one of the co-chair organisations will nominate as the Secretariat Lead fulfilling Ex-Officio functions. The decision on demarcation of other Secretariat responsibilities should be negotiated between Co-Chair organisations. Co-Chair Organisations will nominate staff as the CAPO Secretariat contacts.

The responsibility of the Secretariat includes:

- Provision of support to the Co-Chairs of the Coalition.
- Support members to participate in Alliance meetings
- Organise agenda items, meeting papers, venues, and other logistics as reasonably required – seek to distribute papers 5 days ahead of meetings wherever possible.
- Disseminate information concerning the outcomes of Coalition meetings within two weeks after the meetings
- Oversee and monitor the allocation and progress of action items arising from Alliance meetings.
- Collate and record “out of session” decisions made by members of the Alliance.
- Collate and distribute papers provided by Alliance members.
- Keep a list of all members
- Maintain and update Alliance documentation and materials

11. Code of Conduct

11.1 Observing the Governance Charter

a. Members must be committed to observing this Governance Charter, as updated from time to time, and ensuring that their representatives will do so too.

b. All Members and their Representatives will:

- i) act in good faith and support the principles and objectives of the First Nations Heritage Protection Alliance;
- ii) contribute to discussions and make decisions and take actions agreed at meetings of the First Nations Heritage Protection Alliance;
- iii) act with respect and professionalism at meetings, in correspondence and when engaging with the media;
- iv) facilitate an environment where all voices are heard; and
- v) seek to make decisions by consensus.

11.2 Conflicts of Interest

a. Representatives participating in decisions being made, or about to be made, by the First Nations Heritage Protection Alliance must declare beforehand any potential conflicts of interest that they, or the Member that nominated them, may have.



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b. A potential conflict of interest arises when a decision made by the First Nations Heritage Protection Alliance:

- i) may result in a personal advantage for a Representative or their immediate family;
- or
- ii) may benefit (financial or otherwise) the Member or their Representative; or
- iii) may result in a conflict with another role, such as employment, which is held by the Representative.

c. Representatives who are uncertain whether they or their member organisation has a potential conflict of interest must promptly notify either of the co-chairs. The co-chairs may seek independent advice as to whether a potential conflict of interest exists and how any such conflict should be managed.

d. If the First Nations Heritage Protection Alliance decides that the conflict is a material one, the Representative involved, and their member will be required to absent themselves altogether from the decision-making process.

11.3 Confidential Information

a. Members and their Representatives may occasionally receive confidential information in their role as Member Representatives (such as a person's CV or confidential information provided by governments). It is their responsibility to ensure that the information remains confidential and is only used for its intended purpose.

11.4 Consequences of Breach

a. If this Code of Conduct is breached, the First Nations Heritage Protection Alliance will decide what action needs to be taken.

12. Review of the charter

The FNHPA Governance Charter will be reviewed annually.
