**Template Agreement for schools developing an Aboriginal Language Program or Torres Strait Islander Language Program**

**Statement of Intent**

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1. **PARTIES**

This Statement of Intent is made between:

**“Language Owners”**

[Insert details of the traditional owners and custodians of the language group/s, including (if applicable) whether one or more language owners are represented by a language advisory group or a registered company or incorporated association]

AND

**“School”**

State of Queensland represented by the Department of Education (acting through [Insert details of the school])

1. **Vision and Purpose**

[Insert Language Owners’ vision]

*e.g.* Language is culture, identity and belonging. We want to share language and culture for the purposes of teaching our future generations and strengthening culture. We want to keep control of language materials in the hands of the community.

[Insert School’s vision]

*e.g.* We want to support all students to understand and respect the traditional owners and language groups of the lands upon which they go to school. We want to foster truth telling, reconciliation and community.

This Statement of Intent records support from the Language Owners to co-develop a Language Program at the School, subject to further agreement.

We intend to work together to:

* agree to how the Language Owners and the School will work together to teach and share language respectfully and with integrity;
* establish best practice rules for collecting, sharing and teaching language and any associated cultural knowledge and expression;
* protect the integrity of languages of the Language Owners;
* support language speakers and custodians to continue to hand down language and culture to future generations.
1. **Acknowledgement of Language Owners**

We acknowledge the Language Owners as the authority on their language and culture. Language Owners are the key decision-makers about matters that affect their languages. The Language Program will only proceed with the ongoing support of the Language Owners.

1. **School’s Commitment to protection of Language and Culture**

Languages are part of the traditional cultural expression and heritage of Australia’s First Nations people - past, present, and future. This living heritage belongs to communities, clans and families, is transmitted between generations and includes cultural knowledge, sites, land, seas, objects and ancestral remains, literary, performing and artistic works.

Language Owners have a communal right to enjoy, maintain, control, protect, develop and use their languages. These rights to their cultural and intellectual property are not fully recognised through stand-alone Australian law. However, section 28(2) of the Queensland *Human Rights Acts 2019* declares that Aboriginal peoples and Torres Strait Islander peoples must not be denied the right to enjoy, maintain, control, protect, develop and use their cultural heritage – which includes languages, traditional knowledges and traditional cultural expressions.

The School acknowledges that in bringing language into the classroom, it has a responsibility to establish ways of working that meet the requirements of the *Human Rights Act 2019* (Qld). The School is committed to using intellectual property laws and best practice protocols to support the rights of Language Owners to enjoy, maintain, control, protect, develop and use their languages and associated knowledge and culture.

Teaching language is a privilege which is granted to the School by Language Owners, who are the experts and key decision makers about their language and culture.

The School will be guided by:

* The wishes of the Language Owners, as expressed through key representatives or mechanisms such as the Language Reference Group;
* The Queensland Department of Education’s *Principals’ Guide to teaching Aboriginal languages and Torres Strait Islander languages*;
* The Queensland Department of Education’s *Indigenous Cultural and Intellectual Property Protocol for the teaching of Aboriginal languages and Torres Strait Islander languages*; and
* Queensland *Human Rights Act 2019*.
1. **Working Together**
	1. **Language Reference Group**

The School and the Language Owners will work together to establish the Language Reference Group and a terms of reference document which governs how the group operates.

The Language Reference Group will make decisions about how language may be taught and who may teach it. They will also be responsible for co-designing (or delegating the co-design) of a language curriculum to be taught in the school. The Language Reference Group will also have opportunities to review and approve the creation of any New Language Resources and advise on cultural protocols for teaching language.

The School will always respect the decisions made by the Language Reference Group in relation to any limits or protocols that must be adhered to.

[insert details of other planned governance structures or ways or working together – including for example]:

* The School works with existing governance structures preferred by the Language Owners, such as an Elders Group or group of a Traditional Owners body.

* 1. **Communication**

The School and the Language Owners agree to communicate regularly to discuss any issues and to resolve problems.

[Insert mechanisms for ongoing communication, including for example]:

* The Principal and the School teaching team to meet regularly with the Language Reference Group to provide regular updates on student learning or other curriculum or teaching related matters
* The Language Reference Group to meet regularly with individual Elders or Language Owners as required
* The Language Reference Group to provide regular updates for/and meet with the community as required
	1. **Commitment by the School**

The School agrees to commit resources to support the Language Reference Group.

*(for example)*

* Meeting spaces at a suitable location;
* Transport;
* Catering or refreshments;
* Administration support, including convening meetings and preparing agendas;
* Project management support;
* Providing funding (including by lobbying or applying for grants);
* Other support from time to time as requested by the Language Reference Group and agreed to by the school.

The School agrees to meet regularly with the Language Reference Group to ensure the continuation of the Language Program in accordance with the wishes of the Language Owners.

1. **Key details for Language Program**
	1. **What language will be taught**

[insert details of what language/s will be taught]

* 1. **Co-design of Language Program**

The Language Program must be co-designed by the Language Owners and the School.

The language curriculum, all language resources and methods of teaching must be approved by the Language Reference Group, who may consult widely with Language Owners.

Approval must be obtained before language is taught at the School.

* 1. **Students**

[insert details of what year groups will be taught and when that will commence]

The Language Owners agree that our language can be taught to all students at the School, including XXXX

* 1. **Teachers**

[insert details of who may teach language]

The Language Reference Group may determine, with approval from the Language Owners, who may teach language.

The School agrees to, where possible and appropriate (as decided by the Language Reference Group), create paid opportunities for Language Owners to teach language as part of the activities of its Language Program.

* 1. **Collection of language and culture**

The School agrees to get the free prior and informed consent of the Language Owners and the individual language speaker before recording language speakers and creating language resources.

* 1. **Resources**

The Language Program may result in the creation of new language resources.

The School and the Language Owners agree that, as a matter of priority, to decide:

* Who will own copyright in language Resources that are newly created;
* How language Resources may be used by the school and in the wider community;
* How the language resources will be stored for long-term safekeeping.

The Language Owners and the School will then enter into a written agreement to give effect to the decisions made.

Where possible, the Language Owners will be recognised as the copyright owners of the new resources and attributed as the owners of the ICIP.

* 1. **Review of Language Program**

Once the Language Program is approved by the Language Owners, the parties must agree how long the Language Program may be in effect for, including:

* How long the Language Program is to be in effect for (including how the Language Owners may extend the period of the Language Program);
* How often the Language Program must be reviewed;
* Events that trigger the termination of the Language Program;
* How (including required notice periods and involvement of Language Reference Group) Language Owners may withdraw their support for the Language Program once it has been approved.
1. **Feedback and Resolving Complaints**

We will work together to establish a process of working together that is mutually beneficial, and which enables the flow of communications between the parties.

We will work through our differences in good faith and by meeting, listening to each other, and seeking to understand each other’s point of view.

* 1. **Withdrawing support for the Language Program**

Up to the date that the Language Program is approved by the Language Owners, the Language Owners may withdraw their support for the Language Program by notifying the Principal of the School in writing. The decision to approve (or not approve) the Language Program must be communicated to the School by [insert date] to ensure that planning and appropriate resources can be committed by the School.

After the Language Program has been approved, the Language Owners may withdraw their support for the Language Program by following the process agreed by the Language Owners and the School.

* 1. **Developing a feedback and complaints process**

We will work together to establish appropriate processes for the handling of feedback and complaints by others. The Language Reference Group may wish to establish their own methods of responding to feedback and complaints from Language Owners or other community members.

The School agrees to provide support to the Language Reference Group to deal with complaints.

1. **Signing of this document**

The parties agree to come together for the mutual purposes outlined in this Statement of Intent. This document is not legally binding. We hereby sign this document to give effect to our intention to collaborate and engage in a meaningful way and to set a strong foundation for our continuing relationship.

**SIGNED BY THE PARTIES**

|  |  |  |  |
| --- | --- | --- | --- |
| **Signed by an authorised representative of the School in the presence of** |  |  |  |
|  | ← |  | ← |
| Signature of witness |  | Signature of Principal (authorised representative) |  |
| Name of witness (print) |  | Name of authorised representative (print) |  |
| Date |  | Date |  |

**Signed by the Language Owners**

|  |  |
| --- | --- |
| **Name** | **Signature** |
| **Name** | **Signature** |