

This Exploration Access Agreement is made the _____ day of
_____ 2020

Between

The Wajarri Yamatji People
(the Claimant Group)

and

xxxx
(the Grantee)

This Agreement is made the _____ day of _____ 2020

Between:

The Wajarri Yamatji People care of Yamatji Marlpa Aboriginal Corporation (“YMAC”) of Level 8, 12 The Esplanade, Perth, Western Australia (the “Claimant Group”)

and

xxxxxxx (“the Grantee”)

RECITALS:

- A. The Grantee has made tenement applications to the Department of Mines, Industry Regulation and Safety of Western Australia for the tenement listed in **Schedule 1** to this agreement [“the Tenement”].
- B. The Tenement is located wholly or partially within the Claim Area.
- C. The Claimant Group has lodged an application for a determination of native title (WAD28/2019) which has been registered by the National Native Title Tribunal pursuant to the NTA.
- D. The Claimant Group may or may not have lodged with the National Native Title Tribunal an objection to the application of the expedited procedure to the Tenement.
- E. The parties have entered into this Agreement to ensure:
 - (a) the expeditious grant and validity of the Tenement without Objection by the Claimant Group (or if there are any existing Objections, to ensure that they are withdrawn immediately);
 - (b) that the grant of the Tenement is not likely to interfere directly with the community life of the Claimant Group, is not likely to cause damage, disturbance or interference to areas or sites of particular significance to the Claimant Group, is not likely to involve major disturbance to any land or waters in the Claim Area, and that all work done pursuant to the Tenement is in compliance with the provisions of the Heritage Act and the Federal Heritage Act; and
 - (c) if the Grantee is specifically exploring for uranium, or the Low Impact Exploration and/or Exploration Activity generally includes uranium exploration to any extent, then the Grantee shall be bound by the clauses in **Schedule 5 (Uranium Exploration Conditions)**.
 - (d) that environmental impact or possible environmental impact by Low Impact Exploration and/or Exploration Activity is avoided or minimised.

- (e) that if the Grantee, elects to do so, Future Exploration Tenements will be included in and subject to the terms of this Agreement
- F. For the avoidance of doubt, Heritage Surveys and Due Diligence Inspections conducted pursuant to this Agreement will be for the purpose of locating Aboriginal Sites which are to be avoided by the Grantee as far as possible. Heritage Surveys or Due Diligence Inspections will not constitute agreements outlining processes for section 16 and/or section 18 notices under the Heritage Act and are not suitable for such applications unless otherwise agreed by the Parties.
- G. From time to time the Claimant Group will review its decisions about who are the appropriate Heritage Service Providers for the Claim Area and for this Agreement. This Agreement is between the Claimant Group and the Grantee and will continue to be in force regardless of changes that may happen with the HSP.
- H. The current HSP as at the date of entry into this Agreement is MWAC and it was appointed as HSP for the Ngoonooru Wadjari portion of the Claim Area by resolution of the Wajarri Yamatji working group at its meeting on 13 August 2020.
- I. The Parties agree that any HSP has the functions and duties of the HSP as set out in this Agreement and has authority to carry out same.

NOW IT IS AGREED:

1 Definitions and Interpretation

In this Agreement, the following words have the following meanings:

Aboriginal Object means:

- (a) any natural or created object of spiritual, sacred, ritual or ceremonial importance to persons of Aboriginal descent in accordance with their traditional laws or customs, or which is or was used for, or made or adapted for use for, any purpose connected with the traditional cultural life of the Aboriginal people past or present; or
- (b) any natural or created object of ethnographical, archaeological or other special national or local interest, or of outstanding aesthetic value connected with the traditional cultural life of the Aboriginal people past or present.

Aboriginal Site means:

- (a) any "Aboriginal Site" as defined in the *Aboriginal Heritage Act 1972 (WA)*; or
- (b) any "Significant Aboriginal Area" or "Significant Aboriginal Object" as defined in the Federal Heritage Act;
whether recorded or not.

ACMC means the Aboriginal Cultural Material Committee referred to in the Heritage Act.

Affected Area means the part or parts of the Tenement that overlaps the Claim Area from time to time.

Agreement means this document, including the recitals and schedules, as amended from time to time by agreement in writing of the Parties.

Anthropologist means a suitably qualified person contracted by the Heritage Service Provider to carry out an Ethnographic Survey, or such other suitably qualified person as may be appointed by the Claimant Group to perform that function.

Applicant means the group of people selected by the Claimant Group to act on its behalf in relation to the Claim and who are recorded as such on the Register of Native Title Claims, as amended from time to time. However, where any of these persons has died or is unable to act, **Applicant** means only those persons specified in the Register of Native Title Claims who are able to act on behalf of the Claimant Group.

Archaeological Survey means a survey conducted by an Archaeologist to identify and assess an Aboriginal Site or potential Aboriginal Site, for the purposes of preparing a Survey Report in accordance with the terms of this Agreement.

Archaeologist means a suitably qualified person contracted by the Heritage Service Provider to carry out an Archaeological Survey, or such other suitably qualified person as may be appointed by the Claimant Group to perform that function.

Calendar Quarter means a period of 3 months commencing on 1 January, 1 April, 1 July or 1 October in any year.

Claim means:

- (a) the application for determination of native title, Federal Court number WAD28/2019, made on behalf of the Wajarri Yamatji People, as amended from time to time, for so long as it remains listed on the Register;
- (b) any additional application for determination of native title instituted by the Claimant Group (or any of them) over any part of the area the subject of the Tenement on and from the date it is listed on the Register for so long as it remains listed on the Register; and
- (c) any other application for determination of native title instituted by the Claimant Group (or any of them) which replaces, in whole or in part, any of the applications referred to in (a) and (b) above on and from the date it is listed on the Register for so long as it remains listed on the Register.

Claim Area means during the period prior to determination of the Claim the land and waters from time to time the subject of the Claim and thereafter means the land and waters over which the Claimant Group is determined to have native title.

Claimant Group means:

- (a) while the Claim is on foot, and is not the subject of a Determination of Native Title, the persons on whose behalf the Claim is made, as identified in the Register; and
- (b) in the event there is a Determination of Native Title to the effect that any native title rights and interests are held by the Claimant Group (or any of them) in the Claim Area, the persons or group of persons holding the rights comprising the native title rights and interests, as identified in the Determination.

Cleared means Low Impact Exploration Activity and/or Exploration Activity that has been cleared to proceed by members of the Claimant Group in a Due Diligence Inspection team and/or Heritage Survey team following completion of a Due Diligence Inspection and/or a Heritage Survey.

CPI means, in respect of a Calendar Quarter, the Consumer Price Index Groups index number for the weighted average of 8 capital cities published by the Australian Bureau of Statistics (excluding the GST impact) for that Calendar Quarter.

Current Work Program means any Low Impact Exploration and/or Exploration Activity described in a Heritage Notice that the Grantee identifies as activity it has planned and intends to conduct.

Determination of Native Title has the same meaning as in the NTA.

DPLH means the Department of Planning, Lands and Heritage.

Due Diligence Inspection means an inspection of the Affected Area or portion of the Affected Area in accordance with clause 11 of this Agreement.

Due Diligence Inspection Report means a report arising out of a Due Diligence Inspection as set out in 11.6.

Ethnographic Survey means a survey conducted by an anthropologist to identify and assess an Aboriginal Site or potential Aboriginal site, for the purposes of preparing a Survey Report in accordance with the terms of this Agreement.

Exploration Activity means any activity that may be lawfully conducted on the Tenement under the Mining Act, including the right to enter upon the Tenement with vehicles, machinery and equipment to explore, which includes digging pits, trenches and holes and sinking bores, but excludes Low Impact Exploration Activity.

Federal Heritage Act means the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Cth).

Final Survey Report means a final version report arising out of a Heritage Survey as set out in clause 13 and **Schedule 4**.

Future Exploration Tenements means any granted tenement(s) and tenement applications for prospecting, special prospecting, exploration licences or retention licences pursuant to the Mining Act that are held, obtained and/or applied for by the Grantee after the date of this Agreement and that are wholly or partially within the

Ngoonooru Wadjari portion of the Claim Area that the Grantee notifies the HSP in writing that it elects to include in this Agreement.

Heritage Act means the *Aboriginal Heritage Act 1972 (WA)*.

Heritage Information means information provided by the Claimant Group during the course of or in relation to a Heritage Survey including that information contained in any report.

Heritage Notice means a notice issued to the Heritage Service Provider by the Grantee pursuant to clause 8 substantially in the form in **Schedule 2**.

Heritage Service Provider (or HSP) means:

- (a) the person or entity from time to time nominated by the Claimant Group to perform the heritage service functions necessary to implement this Agreement and notified to the Grantee in writing and, for the avoidance of doubt, does not include any similarly qualified person who is not nominated or recognised, or has ceased to be nominated or recognised, by the Claimant Group; or
- (b) in the absence of any person or entity nominated by the Claimant Group in accordance with (a), or where the person or entity nominated by the Claimant Group in accordance with (a) fails to comply with the obligations of the Heritage Service Provider under this Agreement, the Claimant Group

Heritage Survey means an Archaeological Survey and/or an Ethnographic Survey conducted pursuant to this Agreement.

Low Impact Exploration Activity means any activity lawfully conducted on the Tenement that does not involve material ground disturbance, including but not limited to aerial surveys, geological mapping, metal detecting, rock chip, hand specimen and soil and drainage sampling, only using hand-held tools and non-ground disturbing geophysical surveys including electrical and magnetic surveys and incidental activities.

Map means a map of the area the subject of the proposed Heritage Survey, on the scale of 1:250,000 or greater depicting relevant cadastral and topographic features.

Mining Act means the *Mining Act 1978 (WA)*.

Monitor means any traditional owner who holds suitable knowledge and authority nominated by the Claimant Group to monitor potential impacts of the Grantee's activities on Aboriginal Sites within the Affected Area, in accordance with clause 16 of this Agreement.

MWAC means Meenangu Wajarri Aboriginal Corporation (ICN 7878 ABN 49 403 979 579), the HSP as at the date of this Agreement.

Not Cleared means Low Impact Exploration Activity and/or Exploration Activity that has not been cleared to proceed by members of the Claimant Group in a Due Diligence Inspection team and/or Heritage Survey team following completion of a Due Diligence

Inspection and/or a Heritage Survey because such activity may or will impact any Aboriginal Sites.

NTA means the *Native Title Act 1993* (Cth).

Objection includes any objection under section 32(3) of the NTA to the inclusion in a notice under section 29 of the NTA of a statement that an act is an act attracting the Expedited Procedure; or to the grant of an Exploration Tenement under the provisions of the Mining Act.

Parties means all parties to this Agreement and their respective successors and permitted assigns.

Preliminary Advice means a draft report arising out of a Heritage Survey which identifies which areas are Cleared or Not Cleared for the conduct of the proposed Exploration Activity or Low Impact Exploration Activity.

Protected Area has the same meaning as in the Heritage Act.

Register means the Register of Native Title Claims established and maintained in accordance with Part 7 of the NTA.

Tenement(s) means the exploration licence application specified in **Schedule 1** pursuant to the Mining Act, depicted on the colour topographic map(s) attached to this agreement as **Schedule 6**, and includes any renewal, replacement, substitution or variation of the same. For the avoidance of doubt, **Tenement** also includes any Future Exploration Tenements from the time that the Grantee notifies the Heritage Service Provider in writing that the Grantee elects to include in the Agreement.

YMAC means the Yamatji Marlpa Aboriginal Corporation.

2 Interpretation

Headings and margin notes are for convenience only and do not affect interpretation. The following rules also apply in interpreting this Agreement unless the context makes it clear that a rule is not intended to apply:

- 2.1 Words defined in the NTA and the Heritage Act have the same meaning in this Agreement.
- 2.2 A reference to a document, agreement or instrument is to that document, agreement or instrument as varied, amended, supplemented, or replaced.
- 2.3 The singular includes the plural and conversely.
- 2.4 Any reference to gender includes both genders.
- 2.5 If a word is defined, its other grammatical forms have a corresponding meaning.
- 2.6 A reference to a person includes any corporation, trust, partnership, unincorporated body or other entity, whether or not it is incorporated or has a separate legal entity.

- 2.7 A reference to a clause or Schedule is a reference to a clause or schedule of this Agreement.
- 2.8 A reference to a Party to this Agreement or another agreement or document includes the Party's successors, permitted substitutes and permitted assigns (and, where applicable, to Party's legal personal representatives).
- 2.9 A reference to legislation or to a provision of legislation is a reference to that legislation as amended, replaced or re-enacted and includes any subordinate legislation issued under it.
- 2.10 A reference to conduct includes, without limitation, an omission, statement or undertaking, whether or not it is in writing.
- 2.11 'Including' means including but not limited to.
- 2.12 A reference to anything is a reference to the whole of or any part of it and a reference to a group of persons is a reference to one or more of them.
- 2.13 A reference to and rights and obligations of the Parties associated with "Tenement(s)" in this Agreement applies also to "Future Exploration Tenements".
- 2.14 Although a HSP is not a formal Party to this Agreement, it has the authority to conduct the functions and duties of the HSP as set out in this Agreement.

3 Time

- 3.1 The Parties must co-operate to complete the processes contemplated by this Agreement expeditiously.
- 3.2 The Grantee acknowledges that:
 - 3.2.1 members of the Claimant Group may have cultural obligations which will necessitate a reasonable extension of some of the time frames specified in this Agreement, to take account of those traditional responsibilities; and
 - 3.2.2 disputes between the Grantee and the HSP are to be resolved between them and will be taken into account by the Claimant Group in the appointment of the HSP for the agreement.

4 Authorities

- 4.1 The individual members of the Applicant signing this Agreement warrant that they have been authorised by the Claimant Group to act as its agent for the purpose of executing this Agreement.
- 4.2 The Claimant Group warrants that the HSPs as validly authorised from time to time and notified to the Grantee in writing by the Claimant Group are authorised to conduct Heritage Surveys within the Claim Area and effect this Agreement.

5 Role of YMAC and the HSP

- 5.1 The Claimant Group will ensure that there is a Heritage Service Provider to perform heritage surveys and related functions under this Agreement, noting that the current HSP is MWAC.
- 5.2 For the avoidance of doubt, where no Heritage Service Provider is appointed, or where the Heritage Service Provider fails to comply with its obligations under this Agreement, the Claimant Group shall be directly responsible for performance of the Heritage Service Provider's obligations under this Agreement.
- 5.3 The Claimant Group may appoint new Heritage Service Providers from time to time and will so notify the Grantee.
- 5.4 Any HSP that is replaced by the Claimant Group will cooperate in any required handover to a new HSP so as to minimise any material delays or other negative impact on the Parties.
- 5.5 YMAC's role under this Agreement is limited to acting as the Claimant Group's representative body, unless:
 - (a) otherwise determined by the Claimant Group and notified to the Grantee in writing; and
 - (b) such additional role determined by the Claimant Group, either on a short or long term basis, is accepted in writing by YMAC.

6 Exchange and Provision of information

- 6.1 The Parties acknowledge the importance of a regular flow of information between the Grantee and the Claimant Group, through the HSP, to ensure that people within the Claimant Group know what is going on, to avoid misunderstandings and to enable informed decisions to be made. In accordance with this objective:
 - (a) The Grantee will provide the Heritage Service Provider with an annual scope of works outlining the proposed nature, location and timing of Exploration Activities and Low Impact Exploration Activities on the Affected Area proposed for that year, prior to conducting those activities. Such scope of works will also include the type of survey proposed by the Grantee where known, with this Agreement enabling work area, work programme, site avoidance, and agreed fit for purpose Heritage Surveys..
 - (b) The Grantee will provide reasonable notice to the Heritage Service Provider of any significant change to the scope of Exploration Activities and Low Impact Exploration Activities notified under clause 6.1(a).

- (c) Where, as a result of receiving the above information, the Heritage Service Provider becomes aware of any particular cultural heritage concerns arising from a proposal to conduct the relevant Exploration Activity and/or Low Impact Exploration Activity, the Heritage Service Provider will raise those concerns with the Grantee and the Grantee will address those concerns in a manner that ensures that any impacts to Aboriginal Sites as a result of the proposed Exploration Activity and/or Low Impact Exploration Activity can be avoided.
- 6.2 The Heritage Service Provider is required to keep the Claimant Group informed of:
- (a) Clause 6.1 information;
 - (b) Heritage Survey requests;
 - (c) Heritage Survey Reports (including to provide copies to YMAC);
 - (d) Details of completed Heritage Surveys including but not limited to participants, recommendations/conditions, maps and plans and outcomes,

and if the Grantee has doubts about the Heritage Service Provider's compliance with this clause it may raise that direct with the HSP and, subject to first raising those doubts with the HSP and providing the HSP with a reasonable opportunity to address such doubts, may raise such doubts directly with the Claimant Group.

7 Additional Specific Obligations and Acknowledgements of the Grantee

7.1 Additional specific obligations of the Grantee include:

- (a) funding and facilitating Heritage Surveys with the Heritage Service Provider in accordance with the terms of this Agreement;
- (b) ensuring that Heritage Surveys, Monitoring and Due Diligence Inspections are conducted in accordance with their obligations under the Agreement and in accordance with the terms of this Agreement; and
- (c) ensuring that any Final Survey Report is fully complied with at all times by the Grantee, its staff, contractors and invitees in accordance with the terms of this Agreement.

7.2 The Grantee acknowledges that:

- (a) the Claimant Group's traditional laws and customs may include obligations in relation to protection and management of the environment within the Affected Area; and

- (b) Clearance for the conduct of Low Impact Exploration Activity and/or Exploration Activity under this Agreement may include reasonable conditions relating to protection of environmental features of significance to the Claimant Group in accordance with the Claimant Group's traditional laws and customs.

7.3 If the Claimant Group has any concerns regarding the Grantee Party's compliance with this Agreement (including any conditions included in Survey Reports), the Heritage Service Provider will raise those concerns with the Grantee Party. The Grantee Party will consult with the Heritage Service Provider and the Claimant Group and take reasonable steps to address the concerns raised. The Parties acknowledge and agree that, if the Claimant Group's concerns are not addressed to the satisfaction of the Claimant Group, the Claimant Group may issue a Dispute Notice under clause 23 of this Agreement in relation to the concerns.

8 The Heritage Notice

8.1 If the Grantee intends to undertake Low Impact Exploration and/or Exploration Activity in the Affected Area, it must issue a Heritage Notice to the Heritage Service Provider, including the information in the form stipulated in Schedule 2. The purpose of a Heritage Notice is to provide information about the proposed Grantee activity, and to determine whether a Heritage Survey or Due Diligence Inspection is required by the HSP and, if so, what kind.

9 Circumstances when no Heritage Survey or Due Diligence Inspection are required

- 9.1 A Heritage Survey or Due Diligence Inspection need not proceed where:
- (a) after consultation the Parties so agree; or
 - (b) a Heritage Survey consisting of both an Ethnographic Survey and an Archaeological Survey or Due Diligence Inspection has already been conducted by the Grantee with the Claimant Group over the relevant portion of the Affected Area and that Heritage Survey or Due Diligence Inspection has Cleared the same activities and the same location the subject of the new Heritage Notice.
- 9.2 Nothing in this Agreement purports to authorise any act or omission that would be in breach of the Heritage Act and, subject to clause 25, the Parties may publicly express any concerns or issues arising under this Agreement, and otherwise reserve all of their rights at law.

10 Considering the Heritage Notice

- 10.1 Where the Grantee submits a Heritage Notice, the following will apply:
- (a) where no previous Heritage Survey or Due Diligence Inspection

(whether under this Agreement or otherwise) has been undertaken in relation to the area of the proposed Exploration Activity, a Heritage Survey or Due Diligence Inspection is required unless otherwise agreed;

- (b) where a previous Heritage Survey or Due Diligence Inspection has occurred on the Tenement, but has not covered the Exploration Activity and location the subject of the Heritage Notice, a Heritage Survey or Due Diligence Inspection is required, unless otherwise agreed;
- (c) where this Agreement does not deal with the particular circumstance, there is a presumption that a Heritage Survey or Due Diligence Inspection is required, unless otherwise agreed;
- (d) where the proposed Exploration Activity consists only of Low Impact Exploration Activities, no Heritage Survey will be required unless otherwise agreed, but a Due Diligence Inspection may be required.

10.2 The Heritage Service Provider will notify the Grantee following no later than 21 days of receipt of the Heritage Notice whether it considers that:

- (a) a Heritage Survey is required and, if so, the proposed type of Heritage Survey required; or
- (b) a Due Diligence Inspection is required; or
- (c) the proposed Exploration Activity is Cleared to proceed without a Heritage Survey or Due Diligence Inspection.

10.3 If the Grantee is of the view, acting reasonably, that a Heritage Survey or Due Diligence Inspection is not required for any particular Heritage Notice it may bring that to the attention of the HSP and the Grantee and HSP will confer and, subject to clause 10.1, in the HSP's determining at its sole discretion as to whether or not a Heritage Survey or Due Diligence Inspection is required, the HSP will have regard to the following factors (where known):

- (a) the nature of the Low Impact Exploration/Exploration Activity outlined in the Heritage Notice and any anticipated development identified;
- (b) whether there has been any previous heritage survey or due diligence inspection (whether under this Agreement or otherwise) on the Affected Area and the age, methodology, participants, standard and results of that survey or inspection;
- (c) the extent to which the Affected Area has been affected by previous ground disturbing activities;
- (d) whether the register maintained by the DPLH discloses any Aboriginal Sites on or immediately adjacent to the Affected Area;
- (e) any relevant matter relating to the Claimant Group's practices, laws and customs; and
- (f) any other relevant factor raised by any of the Parties.

- 10.4 Either Party may request reasonable additional information from the other at any time to enable discussion and proper consideration of the Heritage Notice.
- 10.5 Where following receipt of a Heritage Notice, a Heritage Survey or Due Diligence Inspection is required by the HSP, the HSP will issue a Heritage Survey or Due Diligence Inspection request form to the Grantee that needs to be completed and returned by the Grantee to the HSP so that the Heritage Survey or Due Diligence Inspection arrangements can be made by the Parties.

11 Due Diligence Inspection Methodology

- 11.1 If it is determined by the HSP that a Due Diligence Inspection is required, then the methodology to be adopted and the report delivered will be in accordance with this clause.
- 11.2 Following receipt of a Due Diligence Inspection request form pursuant to clause 10.5, the Heritage Service Provider will organise a Due Diligence Inspection team to attend each day of the Low Impact Exploration and/or Exploration Activity for the purposes of ensuring that Aboriginal Sites are avoided during the course of the Activity.
- 11.3 The Due Diligence Inspection team shall consist of:
 - (a) a representative of the Heritage Service Provider to act as heritage coordinator (through the CEO or nominee);
 - (b) such members of the Claimant Group as are necessary to examine and assist in the Due Diligence Inspection, to a maximum of four (4).
- 11.4 The Due Diligence Inspection team will at all times comply with the work practices and safety requirements of the Grantee and its contractors when carrying out the Due Diligence Inspection duties.
- 11.5 If any member of the Due Diligence Inspection team is expected to be absent because of illness, commitments to funerals or some other overriding circumstance, then the Heritage Service Provider will arrange an alternative member of the Claimant Group to attend the Due Diligence Inspection.
- 11.6 At the conclusion of each day of the Due Diligence Inspection, each member of the Due Diligence Inspection team and a representative of the Grantee will sign a Due Diligence Inspection Report form, to be retained by the Grantee, identifying the details and location of the Low Impact Exploration and/or Exploration Activities conducted on that day and evidencing that those Activities were conducted in the presence of the Due Diligence Inspection team and did not impact Aboriginal Sites.

12 Survey Methodology

- 12.1 If it is determined by the HSP that a Heritage Survey is required, then the methodology to be adopted and the report delivered will be in accordance with this clause.

- 12.2 The Grantee will discuss the Heritage Survey methodology with the Heritage Service Provider, with a view to determining which methodology is fit-for-purpose, having regard to the Claimant Group's concerns for the area in and about the Affected Area, the Current Work Program and any other relevant factors reasonably raised by either Party.
- 12.3 If it is determined by the HSP that a Heritage Survey is required, then the Heritage Service Provider has sixty (60) days from receipt of the Heritage Notice to organise the appropriate Heritage Survey.
- 12.4 Subject to clause 12.5, the Claimant Group is not obliged or required to provide culturally sensitive information to the Grantee.
- 12.5 The information provided by the Claimant Group and recorded in the Final Survey Report will be determined as follows:
- (a) Where the Grantee provides details in its Heritage Notice only of a particular Exploration Activity to be undertaken pursuant to its Current Work Program, the Final Survey Report will clearly indicate (using maps and co-ordinates) that part of the Exploration Activity that is Cleared or Not Cleared. Should the proposed activities materially change then a new Heritage Notice must be issued and new Heritage Survey be undertaken if reasonably required by the HSP, unless the Parties otherwise agree.
 - (b) Where the Grantee provides details in its Heritage Notice of a range of possible Exploration Activities in an area (including activities outside its Current Work Program), the Final Survey Report will clearly indicate (including by using plans, maps and co-ordinates) any parts of that area to be avoided because they contain Aboriginal Sites.
 - (c) Where any of the following applies:
 - (i) a Heritage Survey that the Claimant Group accepts as valid has been conducted and a Final Survey Report completed pursuant to 12.5(a) or 12.5(b) above; or
 - (ii) an Ethnographic Survey in relation to the relevant area which the Claimant Group accepts as valid has been completed; or
 - (iii) an Archaeological Survey in relation to the relevant area which the Claimant Group accepts as valid has been completed;and
 - (iv) the Grantee provides details in its Heritage Notice of possible future developments (outside what is permitted by the Tenement, such as the possible location of a mine),

then the Final Survey Report will give a clear indication of the ethnographic landscape, such that the Grantee can understand the heritage situation in order to facilitate consultation between the Parties about any proposed future mine and/or mine infrastructure development.

13 The Heritage Survey

- 13.1 A Heritage Survey team shall consist of:
- (a) a representative of the Heritage Service Provider to act as heritage co-ordinator (through the CEO or nominee);
 - (b) an Anthropologist and, an Archaeologist (where both are reasonably required by the HSP);
 - (c) such members of the Claimant Group as are necessary to examine and assist in the Heritage Survey, to a maximum of six (6); and
 - (d) the exploration manager or other suitably qualified nominee of the Grantee, with the Grantee to ensure that that person has delegated authority to make all relevant decisions for the Grantee during the Heritage Survey and with that person to enable the other Heritage Survey team members to confer in private as required from time to time.
- 13.2 Subject to clause 15.4, the Heritage Service Provider must procure that the fieldwork component of the Heritage Survey is completed within sixty (60) days of the date of receipt of the Heritage Notice by the HSP.

14 Survey and Inspection Costs

- 14.1 Not less than ten (10) Business Days prior to commencement of the Heritage Survey or Due Diligence Inspection, the Heritage Service Provider shall submit an estimate of the costs to the Grantee for its approval and if the Grantee so approves, then it shall notify the Heritage Service Provider of its approval not less than seven (7) days prior to the commencement of the Heritage Survey or Due Diligence Inspection (**Approved Costs and Expenses**).
- 14.2 The Grantee shall pay the Approved Costs and Expenses of the Heritage Survey or Due Diligence Inspection set at the rates set out in Schedule 3 to this Agreement.
- 14.3 The Grantee agrees to pay seventy two (72) hours in advance of the commencement of the Heritage Survey or Due Diligence Inspection fifty-percent (50%) of the Approved Costs and Expenses of the Heritage Survey.
- 14.4 In the event that a Heritage Survey or Due Diligence Inspection is cancelled before its completion:
- (a) by the Grantee; or
 - (b) by the Heritage Service Provider, due to non-payment by the Grantee of any monies due and owing to the Heritage Service Provider for that Heritage Survey or Due Diligence Inspection, or due to circumstances beyond the Heritage Service Provider's control,

then the payment referred to in clause 14.3 less any fees and/or disbursements already paid and/or owing and which cannot be reasonably recovered will be refunded by the HSP to the Grantee.

- 14.5 Following the completion of the fieldwork component of the Heritage Survey or the Due Diligence Inspection, the balance of the Heritage Survey or Due Diligence Inspection costs to be paid will be paid by the Grantee to the HSP within seven (7) days after the Final Survey Report or the Due Diligence Inspection Report is delivered to the Grantee, subject to receipt of a valid tax invoice from the HSP to the Grantee. The tax invoice of the survey costs must reconcile the costs advanced with the costs incurred.
- 14.6 If during a Heritage Survey or Due Diligence Inspection the Grantee finds an Aboriginal Object and/or suspected Aboriginal Object, it shall:
- (a) stop work in the area and vicinity of the Aboriginal Object and/or suspected Aboriginal Object (but may continue its Cleared activities otherwise);
 - (b) immediately report to the Heritage Service Provider the location of the Aboriginal Object and, on request of the HSP (acting reasonably), meet on-site with the HSP and members of the Claimant Group and the Anthropologist and/or Archaeologist as reasonably required by the HSP;
 - (c) ensure compliance with the requirements of any applicable law, including the Heritage Act and the applicable native title rights and interests of the Claimant Group;
 - (d) not take possession of, or move the Aboriginal Object; and
 - (e) not undertake any activity that interferes with, damages, disturbs, alters or impacts upon the Aboriginal Object.

15 Survey Reports

- 15.1 The Heritage Service Provider must provide the Grantee with:
- (a) a Preliminary Advice within twenty (20) days; and
 - (b) a Final Survey Report within forty (40) days.
- of completion of the Heritage Survey fieldwork, noting that a draft of the report may have been provided by the Anthropologist and/or Archaeologist to the Claimant Group, through the HSP, for approval prior to that time.
- 15.2 In accordance with clause 12, the Preliminary Advice and the Final Survey Report will record sufficient information to enable the Grantee to plan and (subject to the law and this Agreement) undertake the things that are the subject of the Heritage Notice.
- 15.3 Unless otherwise agreed the Final Survey Report will substantially be in the form of **Schedule 4**.
- 15.4 Delay caused by any of the following matters will be excluded from the time frames referred to in clauses 13 and 14:
- (a) exceptional and unforeseeable circumstances beyond the control of the Heritage Service Provider and/or the Claimant Group;

- (b) the cultural responsibilities (such as law business or funerals) of the Claimant Group;
 - (e) the acts or omissions of the Grantee otherwise than in accordance with this Agreement.
- 15.5 A Party asserting the existence of a delay under clause 15.4 must advise the other Party of that delay not later than forty-eight (48) hours after becoming aware of the fact and take reasonable steps to mitigate the delay.
- 15.6 If the Final Survey Report is not delivered as required by this clause, the Grantee will be released from its obligations under this Agreement in relation to the matters the subject of the relevant Heritage Notice. However, the Grantee will remain responsible for compliance with the Heritage Act and all other obligations under this Agreement.

16 Monitoring

- 16.1 Clause 16.1 to 16.7 applies if:
- (a) the Final Survey Report identifies Aboriginal Sites or Protected Areas and the Grantee intends to conduct Low Impact Exploration and/or Exploration Activity on or immediately adjacent to those sites or areas; or
 - (b) any Final Survey Report requires the Grantee to engage Monitors in respect of Low Impact Exploration and/or Exploration Activity.
- 16.2 In each of the cases specified in clause 16.1, the Grantee will give at least fourteen (14) days written notice to the Heritage Service Provider that it requires the assistance of Monitors. The notice must include a detailed description of the Low Impact Exploration and/or Exploration Activity to be undertaken, including a work program and schedule. The Grantee must inform the Heritage Service Provider of any material changes to the work program and schedule as soon as practicable.
- 16.3 The Heritage Service Provider will, within ten (10) days of receipt of the notice under clause 16.2, advise the Grantee of up to two (2) nominated members of the Claimant Group who will monitor the Low Impact Exploration and/or Exploration Activity.
- 16.4 The Monitors will at all times comply with the work practices and safety requirements of the Grantee and its contractors when carrying out their monitoring duties.
- 16.5 If any Monitor is expected to be absent because of illness, commitments to funerals or some other overriding circumstance, then the Heritage Service Provider will arrange an alternative Monitor to attend the monitoring.
- 16.6 This section applies (with such modifications as may be necessary) to a budget for the conduct of the monitoring work as if:

- (a) the notice under clause 16.2 were a Heritage Notice under clause 8 of this Agreement, requesting an Archaeological Survey; and
- (b) the monitoring work were archaeological fieldwork.

17 Heritage information

17.1 No heritage information to be released

Except as provided in clause 25.2, no Heritage Information shall be recorded or released to any person or entity whatsoever, without the express written permission of the Claimant Group through the HSP.

17.2 Acknowledgment of unrelated information

In the course of the Heritage Survey being conducted the Heritage Service Provider may obtain or cause to be obtained, information in relation to the Claim that is not related to the purpose of the Heritage Survey or Due Diligence Inspection, provided that the obtaining of such information does not increase the costs of the Heritage Survey or Due Diligence Inspection or delay the completion of the Heritage Survey or Due Diligence Inspection. Such information is separate from the Heritage Survey or Due Diligence Inspection and is confidential to the Claimant Group.

17.3 No use of information in determination of the claim

The Grantee will not use any information from the Claimant Group of which it becomes aware as a result of the conduct of Due Diligence Inspections, monitoring and/or Heritage Surveys or otherwise in the Claim proceedings brought by the Claimant Group.

18 Non extinguishment of Native Title

- 18.1 Nothing in this Agreement is intended to or will in any way derogate from the native title rights and interests of the Claimant Group and the non-extinguishment principle will apply to the Tenement.
- 18.2 For the benefit of doubt, payments made under this Agreement by or for the Grantee are not native title compensation payments for the impact on the native title rights and interests of the Claimant Group and the Grantee acknowledges that the Claimant Group's rights to seek compensation remain unaffected by this Agreement.

19 Arrangements about section 16 and section 18 notices under the Heritage Act

- 19.1 The Grantee agrees not to apply nor for any agent of the Grantee to apply for a section 16 and/or section 18 notice under the Heritage Act for the Tenement and/or any Future Exploration Tenements unless it has first consulted with and made all reasonable efforts to obtain the agreement in writing of the Claimant Group.

20 No Objections to Tenement Applications

- 20.1 Provided that the Grantee has complied with and continues to comply with all obligations on its part to be performed under this Agreement, the Claimant Group will:
- (a) withdraw any existing Objection to the grant of any Tenement applications within seven (7) days after the date of this Agreement;
 - (b) not make any further Objection to the grant of the Tenement applications; and
 - (c) enter into any further or supplementary agreement (including an agreement of the type referred to in section 31 of the NTA) necessary to perfect the grant of Tenement applications from time to time.

20.2 Clause 20.1, as adapted, applies to Future Exploration Tenements.

21 Assignment

- 21.1 The Grantee may from time to time assign to any person (whether by farm-out, joint venture, sale or otherwise) all or any part of its rights under this Agreement, but must first procure an executed deed of assignment and assumption in favour of the Claimant Group by which the assignee, to the extent of the assignment, agrees to be bound, alone or jointly with the Grantee, as the case may be, by the provisions of this Agreement and to assume, observe and perform (alone or jointly with the Grantee, as the case may be) the obligations of the Grantee under the Agreement.
- 21.2 If the Grantee makes an assignment in accordance with sub-clause 21.1 then the Grantee is released from its obligations under this Agreement to the extent of the assignment.
- 21.3 The Claimant Group must not assign any of its rights under this Agreement, except, subject to clause 21.4, to a Registered Native Title Body Corporate appointed under the Native Title Act as agent of the Claimant Group or to hold native title rights and interests of the Claimant Group on trust in the event of a Determination of Native Title in favour of the Claimant Group.
- 21.4 Where the Claimant Group assigns its rights under this Agreement to a Registered Native Title Body Corporate in accordance with clause 21.3 of this Agreement, it must procure an executed deed of assignment and assumption in favour of the Grantee by which the Registered Native Title Body Corporate agrees to be bound by the provisions of this Agreement and to assume, observe and perform the obligations of the Claimant Group under the Agreement.

22 Notices

- 22.1 All notices must be:

- (a) in writing and signed by a person duly authorised by the sender; and
- (a) delivered to the intended recipient by prepaid post (if posted to an address in another country, by registered mail) or by email to the address detailed below, or the address last notified in writing by the intended recipient to the sender:

Party	Address	Facsimile No.
The Grantee XXXXXXX	XXXXXX	
The Claimant Group Wajarri Yamatji	c/- YMAC Level 8 12-14 The Esplanade PERTH WA 6000	(08) 9225 4633
Heritage Service Provider	c/- MWAC 70 Forrest Street GERALDTON WA 6530	

22.2 All notices will be taken to be duly given or made:

- (a) in the case of delivery in person, when delivered;
- (b) in the case of delivery by post, five (5) business days after the date of posting (if posted to an address in the same country) or fourteen (14) business days after the date of posting (if posted to an address in another country); and
- (c) in the case of email, at the time shown in the delivery confirmation report generated by the sender's email system which indicates that the email was sent to the recipient's email address. Where an email has been sent after 4.00pm (local time) on a Business Day, it will be deemed to have been received at 9.00am (local time) on the next Business Day.

23 Dispute Resolution

- 23.1 Noting clause 24, if a dispute arises under this Agreement, before resorting to external dispute resolution mechanisms, the Parties shall attempt to resolve the dispute pursuant to this clause.
- 23.2 Either Party may give the other Party notice of a dispute, whereupon the dispute will be submitted to the dispute resolution process described in this clause.
- 23.3 A dispute shall be dealt with in the following manner:

- (a) if the dispute is between the Grantee and the Heritage Service Provider then it shall be referred initially to the nominated officers of the Grantee and the Heritage Service Provider, with the Claimant Group given sufficient written notice contemporaneous with the notice that the other parties give each other, and the Claimant Group may be involved to such extent as it wishes;
- (b) if the dispute is between the Grantee and the Claimant Group, then it shall be referred initially to nominated officers of the Grantee and the Claimant Group, with the Heritage Service Provider only to be informed at the Claimant Group's discretion except to the extent reasonably necessary to ensure performance by the Heritage Service Provider with its obligations under this Agreement;
- (c) if the representatives of the Parties are unable to resolve the dispute within twenty (20) working days or such other period as is mutually agreed between the Parties, then the dispute must (subject to clause 23.3(d)) be referred to mediation in accordance with this clause, unless otherwise agreed by the Parties;
- (d) if the Parties agree, the matter may be referred to arbitration instead of mediation, or to arbitration after the mediation is concluded;
- (e) a mediation shall be conducted by a single mediator appointed by the Parties or, in the absence of agreement by the Parties, by the President of the Law Society of Western Australia. The mediation shall take place at a town or regional centre in Western Australia that is agreed between the Parties.

23.4 If the dispute is not resolved by mediation with fifty-five (55) working days (or such longer period as the Parties agree in writing) after formal notice of the dispute was given to the other Party, then either Party may take whatever action is available to it under the general law.

24 Default

24.1 The Parties acknowledge that an aim and intention for this Agreement is to endeavour to avoid terminating this Agreement for default by any Party and will aim to resolve Agreement issues in preference to terminating the Agreement.

25 Confidentiality & Disclosure

25.1 Confidential Information

All Survey Reports, Due Diligence Inspection Reports and Heritage Information provided under or pursuant to this Agreement, and all information given by the Grantee to the other Parties in respect of its Low Impact Exploration and/or Exploration Activity, is confidential. All information provided during the course of, or in relation to, any Heritage Survey, Due Diligence

Inspection and/or monitoring under clause 16 remains the intellectual property and confidential information of the Claimant Group.

25.2 **Disclosure**

A Party may divulge confidential information to a third party:

- (a) with the prior consent of the Party which provided the information and the Claimant Group;
- (b) to the extent required by any law or applicable securities regulation or rule;
- (c) to the extent that the information is relevant to any processes or applications under any native title laws (but not including proceedings concerning the Claim) or Government approvals;
- (d) in connection with any dispute or litigation concerning this Agreement or its subject matter;
- (e) being an employee, agent, consultant or advisor of the Party, or the Heritage Service Provider, an anthropologist or an archaeologist appointed by the Party pursuant to this Agreement;
- (f) who is an employee of or contractor to the Grantee for the purpose of managing or planning any existing, planned or potential activity on the land the subject of the Tenement;
- (g) to the extent that the information is already in, or comes into, the public domain otherwise than by breach of this clause; and
- (h) as otherwise permitted or required by the terms of this Agreement.

25.3 The Grantee may also disclose this Agreement to a bona fide proposed assignee of the Grantee and to any employee, officer, financier, bona fide proposed financier, joint venture partner, bona fide joint venture partner or related body corporate of the Grantee.

25.4 The rights of the Parties under this clause survive the termination of this Agreement.

26 General

26.1 **Entire agreement**

This Agreement constitutes the entire agreement between the Parties relating to its subject matter and supersedes and cancels all existing agreements, letters of intent and undertakings including correspondence, negotiations and communications between the Parties.

26.2 **Waiver and variation**

- (a) A provision of or a right created under this Agreement may not be waived except in writing signed by the Party granting the waiver; or varied except in writing signed by the Parties.
- (b) The Parties record their understanding that there may be, from time to time, reviews of this Agreement and/or the overall Claimant Group and Grantee heritage administration frameworks of which this Agreement forms part. The Parties agree that such reviews will be with a view to ensuring that there are clear lines of communication between the Parties, that the Parties are aware of and comply with their respective responsibilities under this Agreement and that best practice in Aboriginal heritage management and protection is intended to prevail in the Agreement at all times.
- (c) When a review occurs pursuant to clause 26.2(b) and has identified variations proposed by any Party to this Agreement, the Parties will, in good faith, jointly consider making a variation to this Agreement in accordance with the outcomes of the review. However, no Party will be obliged to agree to a variation of this Agreement.
- (d) The Parties acknowledge that the Agreement will need to be reviewed and likely varied following the amendment and or replacement of key legislation including the NTA, the Federal Heritage Act and the Heritage Act and their subsidiary legislation.

26.3 Termination

This Agreement may be terminated in any of the following ways:

- (a) by the mutual agreement of the Parties;
- (b) if the Tenement (including all of the Future Exploration Tenements, if any) or Claim are withdrawn, amended, dismissed or otherwise terminated such that there is no longer any Affected Area;
- (c) subject to clause 21, where the Grantee ceases to have any interest in any of the Tenement;

whichever is the earlier.

26.4 Further assurances

Each Party will, on the request of the other Party, execute agreements, deeds and other documents and do everything reasonably necessary to give effect to this Agreement.

26.5 Severance

If any part of this Agreement is or becomes unenforceable, that part is, or will be, severed from this Agreement so that all parts that are not, or do not become, void or unenforceable remain in full force and effect or are unaffected by that severance. This clause has no effect if the severance alters the basic nature of this Agreement or is contrary to public policy.

26.6 **Costs & duty**

The Grantee will contribute up to \$5,000.00 towards the Claimant Group's costs associated with the preparation, negotiation and execution of this Agreement.

The Grantee will pay all duty, if any, assessed in relation to this Agreement and will attend to all duty requirements.

26.7 **Governing law**

This Agreement is subject to the laws of Western Australia and of the Commonwealth of Australia as applicable in Western Australia. The Parties submit to the non-exclusive jurisdiction of the courts having jurisdiction in the State.

26.8 **Counterparts**

This Agreement may be signed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

26.9 **Address for notices**

Subject to this Agreement, any agreement, advice, notice, request, consent, proposal, modification, waiver, approval, allowance or other communication or any document to be given under this Agreement must be in writing to the addresses specified in the Notice clauses of this Agreement or to such other address as a Party may nominate in writing to the other Party.

27 **Goods and Services Tax**

27.1 Words defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause unless the context otherwise requires.

27.2 **GST exclusive amounts**

All consideration in respect of a supply under this Agreement is exclusive of GST except to the extent that it is expressed to include GST.

27.3 **GST payable in addition to consideration**

If GST is imposed on or in respect of any supply under or in connection with this Agreement by one party (the "**Supplier**") to another party (the "**Recipient**"), then in addition to paying the consideration for that supply, the Recipient must:

- (a) pay to the Supplier an amount equal to any GST payable on any supply by the Supplier under or in connection with this Agreement, without deduction or set-off of any other amount; and

- (b) make that payment as and when the consideration or part of it must be paid or provided, except that the Recipient need not pay unless the Recipient has received a tax invoice (or an adjustment note) for that supply.

27.4 Tax invoice

The Supplier must issue a tax invoice (or an adjustment note) to the Recipient for any supply for which the Supplier may recover GST from the Recipient under this Agreement, and must include in the tax invoice (or adjustment note) the particulars required by the GST law.

27.5 Adjustments

The Supplier must promptly create an adjustment note for, and refund to the Recipient, the amount of any overpayment by the Recipient for GST.

27.6 GST on claims

If a Party has a claim under or in connection with this Agreement for a cost on which that Party must pay GST, the claim is for the cost plus all GST (except any GST for which that Party is entitled to an input tax credit).

28 Schedules

The schedules form a binding part of this Agreement.

EXECUTED BY THE PARTIES AS AN AGREEMENT

THE CLAIMANT GROUP

Signed by 2 Applicants for and on behalf of the Claimant Group in accordance with a resolution passed at the Wajarri Yamatji working group meeting held on 24 September 2012.

Signed by _____ for and on the behalf of the Claimant Group.
Applicant's signature

Applicant signatory's name

In the presence of:

Witness signature

Witness name

Signed by _____ for and on the behalf of the Claimant Group.
Applicant's signature

Applicant signatory's name

In the presence of:

Witness signature

Witness name

THE GRANTEE

COMPANY SIGNING (TWO DIRECTORS):

Signed by xxxxxxxxxx (ACN xxxxxx) in accordance with section 127 of the *Corporations Act 2001* (Cth):

Director / Secretary (signature)

Director (signature)

Director / Secretary (print name)

Director (print name)

Schedule 1

The Tenement

XXXXXX

SCHEDULE 2

HERITAGE NOTICE

The purpose of the information provided in and with the Heritage Notice is to determine whether a Heritage Survey or Due Diligence Inspection is required and, if so, its nature and extent. In order to facilitate this objective, a Heritage Notice must at least contain the following:

1. A statement by the Grantee as to whether it considers that a Heritage Survey or Due Diligence Inspection is necessary.
2. The form of methodology referred to in Clause 12 which the Grantee nominates in the event that a Heritage Survey or Due Diligence Inspection is undertaken.
3. Topographic maps of a reasonable scale showing the area to be surveyed or inspected.
4. Aerial photographs (if available) or smaller scale maps.
5. Proposed vehicular access routes to the Tenements.
6. Any ground disturbing notice provided to the District Mining Engineer.
7. Details of any Current Work Program, and the area and level of potential Exploration Activity/Low Impact Exploration/development on the Tenement.
8. The techniques and types of infrastructure, items of equipment and vehicles to be used in relation to Exploration Activity or Low Impact Exploration Activity.
9. The approximate number of personnel who will be involved in Exploration Activity or Low Impact Exploration Activity.
10. Any water, biological or other materials or resources proposed to be obtained from the Tenement in relation to proposed Exploration Activity or Low Impact Exploration Activity.

A Heritage Notice may also set out:

11. Whether there has been any previous Heritage Survey or Due Diligence Inspection or other heritage survey or due diligence inspection and, subject to any confidentiality restrictions, the age, methodology, participants, standard and results of that survey or inspection.
12. The extent to which the land has been affected by previous ground disturbing activities.
13. Whether the register maintained by the DPLH discloses any Aboriginal Sites on the land.
14. Any additional information which explains what sort of survey outcome is being sought and any other background material which will better help the Claimant Group to understand the potential impacts of what is proposed.
15. Potential environmental impacts and proposed avoidance/mitigation measures.

SCHEDULE 3

COSTS PAYABLE BY THE GRANTEE FOR THE CONDUCT OF A HERITAGE SURVEY

Item	Rate (exclusive of GST)	Description
Ethnographic Survey		
Heritage co-ordinator (one person)	\$1100	Per day
Anthropologist (fieldwork and reporting)	At Cost	per person per day or part thereof (includes all travel time)
Archaeological Survey		
Archaeologist (fieldwork and reporting)	At Cost	per person per day or part thereof (includes all travel time)
Aboriginal Consultants (clause 13.1(c)) – maximum of 6 people per survey	\$650.00	per person per day or part thereof (includes all travel time)
Aboriginal Monitors (clause 16) – maximum of 2 people	\$650.00	per person per day or part thereof (includes all travel time)
Due Diligence Inspection		
Heritage co-ordinator (one person)	\$1100	Per Day
Aboriginal Consultants – (clause 11.3(b) - maximum of 4 people per survey	\$650.00	per person per day or part thereof (includes all travel time)
Field Expenses		
Accommodation, meals and incidentals	\$280- per day	
Camping Meals and incidentals	\$150- per day	
Travel Expenses		
Hire Vehicle (per vehicle) plus insurance, fuel, tyre replacement etc	\$250- per day	
Aboriginal Consultants travel expenses	ATO Travel Rates	per km
Airfares	At cost	At economy class fare rates unless otherwise agreed
Taxi travel (to and from airports or meetings)	At cost	
Incidental Expenses		
Insurance	\$250.00	per survey day
Other incidentals	At cost	
Administration Fee		
Administration Fee (% of total fees and disbursements expenditure)	20%	
(Schedule of Fees may be subject to change if the Parties agree and all Schedule rates as from 1 January each year commencing 1 January 2021 are increased by CPI for the preceding year and with the ATO rates in this Schedule varying as such ATO rates are varied by the ATO from time to time).		

SCHEDULE 4

CONTENTS OF FINAL SURVEY REPORT

The Final Survey Report will contain the following:

1. Copyright/Confidentiality

A statement to the effect that copyright vests in the Claimant Group and that the Final Survey Report may only be copied in accordance with this Agreement and subject to other any other restriction agreed to by the Claimant Group and the Grantee from time to time.

2. Who conducted the Survey

- Name and contact details of the Anthropologist, Archaeologist or Heritage Service Provider
- Names of Claimant Group members consulted
- Confirmation that the Claimant Group members speak for the land and waters surveyed
- Names of any other persons who participated in the survey

3 Survey Date

The date the fieldwork was conducted

4 Survey Methodology

A description of the survey methodology that was adopted (in accordance with clause 12 of the Agreement).

5 Information in relation to the Area Surveyed

The information required by clauses 8, 10, 12, 13 and 15 of the Agreement, including but not limited to:

- The general location of the area within which the survey was undertaken (possibly by reference to the tenement boundaries, pastoral lease or a map)
- Grid references of the area surveyed
- Results of search of the sites register at the DPLH including the site number and name, if given and the reference number
- A description of the fieldwork undertaken
- Sufficient information to enable the Grantee to plan and (subject to the Law and this Agreement) undertake the things that are the subject of the Heritage Notice including appropriate maps and co-ordinates
- Any discussion and recommendations

6 Survey database information

Details of information to be provided to DPLH, which will include:

Information	Description of Content	Further comments
Title of Survey Report	Title of Survey Report containing information on survey.	
Project Name	Project name.	
Grantee	Name(s) of the Grantee	
Consultant Organisation	Lead consultant or consultant group undertaking study.	
Reporting Person(s)	Role in survey: <ul style="list-style-type: none"> • Author(s) • Recorder (if not the same as author) Name Group/Organisation they represent Contact Details	These will include the Anthropologist and Recorder (if not the same as author)
Survey Date	Date that survey commenced	
Report Date	Date of report	
Survey Area(s)	<ul style="list-style-type: none"> • A text description of survey area. • Boundary to be defined by: <ul style="list-style-type: none"> ○ coordinates; or ○ cadastral or tenement identifier. The coordinates of survey boundaries, maps and capture of ground coordinates as described in Introductory Notes.	
Organisation that holds complete report	Organisation name.	
Aboriginal People Consulted (Claim Group)	Native Title Claim Group(s) represented	
Other Participants	Role in survey (e.g. Grantee representative) Name Group/Organisation they represent Contact details	
Survey Type	<ul style="list-style-type: none"> • Archaeological • Ethnographic • Both 	
Survey Methodology	Reference to relevant clause in Agreement	
Archaeological Method	Description of archaeological method employed (e.g. sampling strategy); Transect; and/or purposive; and/or random or arbitrary; or none stated. Percentage coverage of survey area.	
Ethnographic Method	Provide an account of the consultation process (including all informants/ reporters, any potentially relevant people who were not consulted, and why)	
Further information	Name of relevant Native Title Representative Body	YMAC

Additional survey information to be provided to DPLH, ONLY if claimants wish to do so:

Information	Description of Content
Aboriginal Consultants (see clause 12.1 (c)) (For each area)	Group/organisation they represent.
Name of each area	<ul style="list-style-type: none"> Names of area(s) if applicable (e.g. drill hole xyz) Define location and extent of site with three or more listed coordinate points. The coordinates of site area, maps and capture of ground coordinates are to be as described in the End Notes
Area characteristics	<ul style="list-style-type: none"> A textual description of each area. Boundaries to be defined by coordinates. The coordinates of each area, maps and capture of ground coordinates as described in the End Notes Provide a textual description of the site. DPLH's preference is for sufficient information about the site to be provided to enable the Aboriginal Cultural Material Committee to perform its site evaluation function with reference to sections 5 and 39 of the <i>Aboriginal Heritage Act 1972</i>.
Cleared or Not Cleared for activity? Conditions or recommendations?	<ul style="list-style-type: none"> Activity (specify type(s) of activity) Activity(s) Cleared or Not Cleared? To be specified. Outline any conditions associated with the Cleared and/or Not Cleared areas (if applicable) and/or recommendations/conditions for heritage management.

All coordinates should be expressed in northings and eastings, in Map Grid of Australia (MGA). **A Mapping Grid Australia (MGA) reference (or series of references) was recorded for each site using a hand-held Garmin GPS unit, employing the GDA 94 Datum.** Maps are to include relevant land cadastre, mining tenure (tenement numbers "x" to "z", pastoral leases ("abc"), other relevant topography, map scale and north point. Ground coordinates should be recorded using GPS, DGPS or terrestrial survey.

Confidential

Schedule 5

Uranium Exploration Conditions

1. URANIUM CONDITIONS ARE ADDITIONAL

- 1.1 This Schedule applies to Low Impact Exploration/Exploration Activity that the Grantee conducts that are likely to expose radioactive material.
- 1.2 To avoid doubt, the obligations imposed on the Grantee by this Schedule (if it applies) are in addition to the obligations imposed on the Grantee pursuant to the Agreement to which this schedule is attached (the "Agreement").

2. Interpretation

Unless the contrary intention appears, a reference in this Schedule to a clause or sub-clause is to a clause or sub-clause of this Schedule.

In this Schedule, unless the contrary intention appears, the following words and phrases have the following meanings:

"Baseline Measurements" means the reference baseline measurements of radioactivity.

"End Measurements" means the measurements of radioactivity taken after the conduct of Exploration Activities to which this Schedule applies.

"Radiation Management Plan" includes radiation management plans as specified in the regulation 16.7 of the Mines Safety and Inspection Regulations 1995 (WA) and the associated guideline.

"Uranium Monitoring Team" means two Traditional Owners nominated by the members of the Claimant Group through the HSP and an appropriately qualified radiation specialist nominated by the members of the Claimant Group through the HSP, such qualifications to be provided by the Heritage Service Provider to the Grantee.

3. BEFORE GROUND DISTURBING ACTIVITIES

- 3.1 Before the Grantee commences activities pursuant to a Work Program involving Low Impact Exploration/Exploration Activity to which this Schedule applies, the Parties shall consult with each other to determine which aspects of the Work Program may be monitored by the Uranium Monitoring Team pursuant to item 7 of this schedule, with the nominated members of the Claimant Group to have the final decision about that, and with the Grantee complying with such decision.
- 3.2 Prior to carrying out any Low Impact Exploration/Exploration Activity to which this Schedule applies, the Grantee shall:

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- a) Provide to the HSP a copy of any relevant draft Radiation Management Plan proposed to be provided to any governmental body for input by the nominated members of the Claimant Group through the HSP; and
- b) Take and record Baseline Measurements as required by a final version Radiation Management Plan approved by a governmental body, and provide to the HSP a copy of all Baseline Measurements.

4. DURING LOW IMPACT EXPLORATION/EXPLORATION ACTIVITY

- 4.1 Whilst undertaking Low Impact Exploration/Exploration Activity to which the Schedule applies the Grantee shall adhere to the conditions detailed in the Radiation Management Plan in regards to:
 - a) Minimisation of any possible dust emissions;
 - b) Controlled storage of potentially radioactive samples;
 - c) Disposal of any waste materials;
 - d) Clean up and restoration of the site upon the completion of ground disturbing activities; and
 - e) Any other conditions, including any additional conditions reasonably proposed by the HSP and agreed by the Grantee.
- 4.2 The Grantee may leave the site unattended but before doing so must ensure all drill holes are at least temporarily capped and all samples are either:
 - a) removed from the area; or
 - b) clearly signposted to enable their location to be easily identifiable.

5. AFTER LOW IMPACT EXPLORATION/EXPLORATION ACTIVITY

- 5.1 As soon as possible following the completion of any Low Impact Exploration/Exploration Activity to which this Schedule applies, and in any event prior to the relinquishment by the Grantee of the relevant part of the Tenement, the Grantee shall:
 - a) Carry out site rehabilitation as required by the Radiation Management Plan approved by a governmental body;
 - b) Take and record End Measurements as detailed in the Radiation Management Plan approved by a governmental body, and provide to the HSP a copy of all End Measurements.
- 5.2 If End Measurements show the site may be contaminated or potentially contaminated as defined under the *Contaminated Sites Act 2003 (WA)* ("CSA"), the Grantee must immediately comply with the requirements of the CSA in relation to notification of the site under the CSA.

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6. GENERAL

- 6.1 The Grantee shall provide to the HSP copies of any reports, records or plans which are produced as an outcome of implementing the Radiation Management Plan as approved by governmental body relating to radiation safety and the environment at the site of the Low Impact Exploration/Exploration Activity to which this Schedule applies within one week of providing these reports, records or plans to any governmental body.
- 6.2 If there is any inconsistency between the Grantee's Radiation Management Plan and this Schedule, the Grantee shall notify the HSP of that inconsistency and the Parties shall consult with each other to resolve the matter.

7. URANIUM EXPLORATION MONITORING

- 7.1 In relation to any Work program involving Low Impact Exploration/Exploration Activity to which this Schedule applies, the HSP may appoint an Uranium Monitoring Team to monitor and report back to the Ngoonooru Wadjari members of the Claimant Group on the Grantee's compliance with this Schedule and adherence to the procedures detailed in the approved Radiation Monitoring Plan;
 - 7.2 Subject to item 3.1, the Uranium Monitoring Team may carry out monitoring as specified in this Schedule;
 - 7.3 In addition to monitoring under this item 7, the Uranium Monitoring Team may:
 - a) Take independent Baseline Measurements; and
 - b) Take independent End Measurements.
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Confidential

Schedule 6

Colour Topographic Map(s)