ALMAC Area Indigenous Land Use Agreement

The Honourable Michael John Atkinson, Attorney-General

and

Minister for Mineral Resources Development

and

William Herbert Lennon Snr, Ian Crombie, Keith Smith Snr, David Brown, Herbert Joseph Lennon and Jean Wood, as registered native title claimants for and on behalf of the Antakirinja native title claim group

and

Antakirinja Land Management Aboriginal Corporation

and

Aboriginal Legal Rights Movement Inc

and

South Australian Chamber of Mines and Energy Inc
Table of Contents

1. Preliminary 4
   1.1 Definitions 4
   1.2 Interpretation 10
   1.3 Headings 11
   1.4 Schedules and annexures 11

2. Term 11
   2.1 Term 11
   2.2 Review 12
   2.3 No Termination 13

3. Native Title Act Statements 13
   3.1 Consent to Future Acts 13
   3.2 No right to negotiate procedures 13
   3.3 Consent Conditional on Clause 5.1 Compliance 14
   3.4 When Consent effective 14
   3.5 Amendments to Accepted Exploration Contracts 14
   3.6 Effect of Removal from Register 14
   3.7 Effect of Breach of Non-Payment Essential Term 15
   3.8 Effect of Breach of Other Essential Terms 15
   3.9 Remedy of Breach 18
   3.10 Right to Negotiate Procedure 18

4. Other statements 18
   4.1 Non-extinguishment principle 18
   4.2 Application and registration 18
   4.3 Exploration only 18
   4.4 Entry on Land 19
   4.5 Authorised Exploration Tenement Terms 19
   4.6 No Acknowledgement of Native Title 19
   4.7 Employment and Training 19

5. Exploration Contract Conditions 20
5.1 Binding Explorer 20
5.2 Effect 21
5.3 Other Native Title Holders 22

6. Registration 22
6.1 Application 22
6.2 Best endeavours 22
6.3 Removal from Register 23

7. Notification of Grants 23

8. Mapping Survey 23
8.1 Notice 23
8.2 Survey procedure 24
8.3 Survey conditional 24
8.4 Costs 25

9. Consideration 25
9.1 State Contribution 25
9.2 Payment 26
9.3 Acknowledgment 26
9.4 Exception 26
9.5 Sharing 26
9.6 Application Survival 26

10. Warranties and Authority 27
10.1 Preliminary 27
10.2 Warranties 28
10.3 Registered native title body corporate 28

11. Dispute Resolution 28
11.1 Clause applies 28
11.2 Avoidance 28
11.3 Notification 29
11.4 Meeting 29
11.5 Mediation 29
11.6 Expert
11.7 Capacity of Expert
11.8 Expert’s Determination
11.9 Determination costs
11.10 Expert’s Fees
11.11 Survival

12. Communications
12.1 Writing required
12.2 Manner of giving
12.3 Change of details

13. GST

14. General
14.1 Entire agreement
14.2 Amendment
14.3 Severability
14.4 No announcements
14.5 Assignment and transfer
14.6 No waiver
14.7 Further assurances
14.8 No merger
14.9 Costs and stamp duty
14.10 Governing law and jurisdiction
14.11 Counterparts
14.12 Relationship

Schedule 1 – ILUA Area, Native Title Claim and Notice Details
Schedule 2 – Exploration Contract Conditions
Annexure A to Schedule 2 – Heritage Clearance Procedures
- Annexure B to Schedule 2 – Mapping Access Procedures
- Annexure C to Schedule 2 – Notice Details
- Annexure D to Schedule 2 – Deed of Assumption
- Annexure E to Schedule 2 – Exploration Contract Return
ALMAC Area Indigenous Land Use Agreement

Schedule 3 – Acceptance Document
- Annexure A to Schedule 3 – Exploration Contract Conditions

Schedule 4 – Mapping Survey Procedures
Parties

1. The Honourable Michael John Atkinson, Attorney-General for and on behalf of the Crown in right of the State of South Australia of Level 11 ING Building, 45 Pirie Street Adelaide South Australia 5000 (state)

2. Minister for Mineral Resources Development a corporation sole constituted by Section 11 of the Mining Act No. 109 of 1971 and whose office is situated at 17th Floor, 25 Grenfell Street, Adelaide, 5000 in the State of South Australia (minister)

3. William Herbert Lennon Snr, Ian Crombie, Keith Smith Snr, David Brown, Herbert Joseph Lennon and Jean Wood, as registered native title claimants for and on behalf of the Antakirinja native title claim group in application no SG 6007/98 in the Federal Court of Australia, of care of Mr T J Wooley, Aboriginal Legal Rights Movement Inc, 4th Floor, 345 King William Street, Adelaide SA 5000 (native title parties)

4. Antakirinja Land Management Aboriginal Corporation, an Aboriginal Association incorporated under the Aboriginal Councils and Associations Act No 186 of 1976 (Cth), of care of Mr T J Wooley, Aboriginal Legal Rights Movement Inc, 4th Floor, 345 King William Street, Adelaide SA 5000 (association)

5. Aboriginal Legal Rights Movement Inc ABN 32 942 723 464, an incorporated association incorporated under the Associations Incorporation Act No 30 of 1985 (SA), of Level 4, 345 King William Street, Adelaide SA 5000 (ALRM)

6. South Australian Chamber of Mines and Energy Inc ABN 62 620 804 910, an incorporated association incorporated under the Associations Incorporation Act No 30 of 1985 (SA), of 4 Greenhill Road, Wayville SA 5034 (SACOME)

Recitals

A The registered native title claimants are (as at the date of execution of this framework ILUA) the registered native title claimants (as defined in the native title act) in relation to land and waters in the ILUA area and made the native title claim on behalf of the native title claim group.

B The native title claim group has established the association and has authorised the association to manage the native title claim and all matters relating to the native title claim on behalf of the native title parties.
C The association (in conjunction with the registered native title claimants) has consulted with the native title claim group and the native title claim group has consented to and authorised the registered native title claimants to enter into this framework ILUA on behalf of the native title parties.

D The association:

(a) enters into this framework ILUA in the performance of its functions of managing the native title claim and all matters relating to it; and

(b) by signing this framework ILUA confirms that the registered native title claimants have been authorised by the native title claim group to enter into this framework ILUA on behalf of the native title parties.

E ALRM is the representative Aboriginal/Torres Strait Islander body for the ILUA area pursuant to the native title act.

F Before signing this framework ILUA ALRM has, as far as practicable, consulted with and had regard to the interests of the native title claim group and other persons (if any) who hold or may hold native title in relation to land or waters in the ILUA area.

G The state:

(a) is the Crown in right of South Australia;

(b) through the minister, its departments and agencies administers the mining act including:

(i) the granting of all mining tenements and

(ii) the management of Part 9B of the mining act being, the alternative state right to negotiate procedure; and

(c) is the first respondent to all native title determination applications in South Australia.

H SACOME represents the minerals, petroleum and energy industries in South Australia.

I Each party recognises the interests of each other party, and of land owners and occupiers, in relation to the ILUA area.

J In particular the parties recognise, in relation to the native title parties, that:

(a) the relationship of Aboriginal people to land and waters is
central to their well being and to their continuing connection to the religious, emotional, spiritual and non-human world; and

(b) the native title parties claim that native title exists in relation to land and waters in the ILUA area and that the native title claim group is the group that claims to hold the native title in relation to land and waters in the ILUA area.

K In particular also the parties recognise, in relation to the state, that the state asserts its ownership of minerals in the ILUA area and elsewhere in South Australia.

L The native title parties, the association and ALRM have negotiated with the state and with SACOME for this framework ILUA, which promotes the exercise of rights under this framework ILUA in a way that advances economic development through authorised exploration activities being carried out in a sustainable manner for the benefit of current and future generations and which, amongst other things, provides for:

(a) consent to the grant of the authorised exploration tenements;

(b) consent to the carrying out of authorised exploration activities under the authorised exploration tenements; and

(c) procedures protecting the rights and interests of the native title parties in the ILUA area in relation to the grant of the authorised exploration tenements and the carrying out of authorised exploration activities under them.

M Pursuant to this framework ILUA the parties consent to the grant of the authorised exploration tenements and the carrying out of authorised exploration activities under them.

N The non-extinguishment principle applies to the grant of the authorised exploration tenements and the carrying out of authorised exploration activities under them.

O The provisions of this framework ILUA apply instead of the right to negotiate procedure, which is not intended to apply to the grant of the authorised exploration tenements or the carrying out of authorised exploration activities under them.

P This framework ILUA is an area agreement pursuant to sections 24CA to 24CL of the native title act and regulation 7 of the Native Title (Indigenous Land Use Agreements) Regulations 1999 (Cth) and is intended to be registered on the register.

It is agreed as follows.
1. Preliminary

1.1 Definitions

In this framework ILUA, unless the context otherwise requires:

**Aboriginal heritage act** means the Aboriginal Heritage Act No 12 of 1988 (SA);

**Aboriginal site, object or remains** means any of:
(a) an "Aboriginal site", an "Aboriginal object", or "Aboriginal remains" as defined in the Aboriginal heritage act; and
(b) "Aboriginal remains", a "significant Aboriginal area" or a "significant Aboriginal object" as defined in the Aboriginal and Torres Strait Islander Heritage Protection Act No 79 of 1984 (Cth);

**acceptance document** means the deed forming part of this framework ILUA at schedule 3, as amended from time to time pursuant to this framework ILUA, by which an explorer agrees to enter into an accepted exploration contract;

**acceptance term** means the period, within the framework term, starting on the commencement date and ending on the date determined in accordance with clause 2.2(d), during which an explorer is entitled to enter into an accepted exploration contract in accordance with the provisions of clause 5.1;

**accepted exploration contract** means each contract:
(a) on the terms of the exploration contract conditions and the relevant executed acceptance document, and
(b) formed between the state, the minister, the native title parties, the association and an explorer upon that explorer complying with the provisions of clause 5.1;

**advanced exploration activities** means:
(a) grid-based pattern drilling with 100 metres x 100 metres or 200 metres x 50 metres (or equivalent) centres or less;
(b) diamond drilling of at least five drill holes per square kilometre;
(c) costeanning or trenching;
(d) bulk sampling of more than 100 tonnes from a single surface location;
(e) making new tracks using declared equipment; and
(f) any exploration activities using explosives,
and includes any associated land clearing;

**ALRM** means the party referred to in item 5 under the heading "Parties";

**association** means the party referred to in item 4 under the heading "Parties";
authorised exploration activities means exploration activities under an authorised exploration tenement;

authorised exploration tenement means:
(a) any exploration tenement granted, whether before or after the commencement date or the date of commencement of the relevant accepted exploration contract, to an explorer:
   (i) details of which are specified in the acceptance document executed by that explorer in order to enter into that accepted exploration contract;
   (ii) to the extent that the land and/or waters the subject of the exploration tenement are within the ILUA area; and
   (iii) in relation to which the provisions of clause 5.1 have been complied with;
(b) any exploration tenement to be granted to that explorer upon any renewal, regrant, remaking or extension of the term of any exploration tenement referred to in paragraph (a) in respect of the whole or any portion of the land and/or waters (within the ILUA area) the subject of that exploration tenement;
(c) any exploration tenement of a different type to that referred to in paragraphs (a) and (b) to be granted to that explorer during the acceptance term in respect of the whole or any portion of the land and/or waters (within the ILUA area) the subject of any exploration tenement referred to in paragraph (a) or (b); and
(d) any exploration tenement to be granted to that explorer during the acceptance term upon any renewal, regrant, remaking or extension of the term of any exploration tenement referred to in paragraph (c) in respect of the whole or any portion of the land and/or waters (within the ILUA area) the subject of that exploration tenement,

but excludes any excluded tenement and any exploration tenement in the circumstances set out in clause 2.3(b) or 4.5 of an accepted exploration contract;

breached tenement means the authorised exploration tenement in relation to which an explorer has allegedly breached an essential term in clause 5.1, 5.2, 5.3, 7.1, 7.4, 8.3(c) or 8.3(d) of the relevant accepted exploration contract;

business day means a day other than a Saturday, Sunday or public holiday in South Australia;

commencement date means the date on which details of this framework ILUA are entered on the register pursuant to section 199B of the native title act;

communication has, for the purposes of clause 12, the meaning given in clause 12.1;
compensation entitlement means any compensation, right or entitlement whether monetary or otherwise and whether under common law, equity, statute or otherwise in respect of native title with respect to:

(a) the grant of any authorised exploration tenement; or
(b) the carrying out of any authorised exploration activities under any authorised exploration tenement;

cultural mapping survey means a survey for purposes of preserving, protecting, maintaining or enhancing the culture of the native title parties in relation to Aboriginal sites, objects or remains, carried out pursuant to clause 8 and the mapping survey procedures;

dispose means assign, transfer, otherwise dispose of or grant or permit or suffer the grant of any legal or equitable interest (either in whole or in part) whether by sale, lease, declaration or creation of a trust or otherwise;

dispute has, for the purposes of clause 11, the meaning given in clause 11.1;

dispute parties has, for the purposes of clause 11, the meaning given in clause 11.4;

cultural mapping survey means a survey for purposes of preserving, protecting, maintaining or enhancing the culture of the native title parties in relation to Aboriginal sites, objects or remains, carried out pursuant to clause 8 and the mapping survey procedures;

dispute has, for the purposes of clause 11, the meaning given in clause 11.1;

dispute parties has, for the purposes of clause 11, the meaning given in clause 11.4;

dispute has, for the purposes of clause 11, the meaning given in clause 11.1;

dispute parties has, for the purposes of clause 11, the meaning given in clause 11.4;

encumbrance means any interest or power:

(a) reserved in, or over any interest in, any asset including any retention of title; or
(b) created or otherwise arising in, or over any interest in, any asset under a bill of sale, mortgage, charge, lien, pledge, trust or power,

by way of security for the payment of any debt or other monetary obligation, or the performance of any other obligations and whether existing or agreed to be granted or created;

essential term means the terms of each of clauses 5.1, 5.2, 5.3, 6.1, 6.3, 6.4(b), 7.1, 7.4, 8.3(c) and 8.3(d) of each accepted exploration contract;

excluded tenement means an exploration tenement to which an accepted exploration contract does not apply by reason of the provisions of clause 14.1 or 14.2 of that accepted exploration contract;

expert means the person appointed either:

(a) by agreement between the dispute parties within 5 business days of any dispute not being resolved in accordance with the provisions of clause 11.5; or
(b) failing such agreement, at the request of any dispute party by the President for the time being of the Law Society of South Australia Inc. (or the President's nominee), being a person who has an understanding of, and experience in, both Aboriginal heritage and minerals exploration matters;

expert's determination has, for the purposes of clause 11, the meaning given in clause 11.6;
exploration activities means, in relation to an exploration tenement, all exploratory operations and other activities permitted to be carried out pursuant to the conditions of that exploration tenement under the mining act;

exploration contract conditions means the terms forming part of this framework ILUA at schedule 2, as amended from time to time pursuant to this framework ILUA;

exploration mapping survey means a survey, carried out pursuant to clause 8 and the mapping survey procedures, for purposes of preserving and protecting Aboriginal sites, objects or remains in relation to those exploration activities in respect of which the survey is undertaken;

exploration tenement means a mineral claim, an exploration licence, a retention lease (but only if the mining operations to which the retention lease relates are limited to exploratory operations), and a miscellaneous purposes licence (but only if the purposes for which the licence is granted are limited to purposes ancillary to the conduct of exploratory operations);

explorer means any person who at any time before or after complying with clause 5.1 is the holder of an exploration tenement which, upon that person complying with clause 5.1, becomes an authorised exploration tenement;

framework ILUA means this deed as amended from time to time, including the exploration contract conditions (and the annexures to it, being the heritage clearance procedures, mapping access procedures and deed of assumption), the acceptance document and the mapping survey procedures and all other schedules, annexures and appendices;

framework term means the period referred to in clause 2.1(a);

grant, in relation to an exploration tenement, includes:

(a) any renewal, regrant, remaking or extension of the term of an exploration tenement; and

(b) registration of a mineral claim;

gst has, for the purposes of clause 13, the meaning given in that clause;

gst legislation has, for the purposes of clause 13, the meaning given in that clause;

heritage clearance procedures means the procedures annexed to the exploration contract conditions as annexure A, as amended from time to time pursuant to this framework ILUA;

ILUA area means the geographical area in relation to which this framework ILUA applies, as specified in item 1 of schedule 1;

indigenous parties means the association and the native title parties;

land clearing means:
(a) in the case of grass, scrub or bush, the removal of vegetation by disturbing root systems and exposing underlying soil, but does not include:

(i) the flattening or compaction of vegetation by vehicles where the vegetation remains living;

(ii) the slashing or mowing of vegetation to facilitate access tracks, provided root systems remain in place and vegetation remains living; or

(iii) the clearing of noxious or introduced plant species; and

(b) in the case of trees, cutting down, ringbarking or pushing over trees;

**mapping survey** means either:

(a) an exploration mapping survey; or

(b) an exploration mapping survey and a cultural mapping survey;

**mapping survey procedures** means the procedures for carrying out a mapping survey forming part of this framework ILUA at schedule 4, as amended from time to time pursuant to this framework ILUA;

**mining act** means the Mining Act No 109 of 1971 (SA);

**minister** means the Minister of the Crown in the right of South Australia for the time being administering the mining act or that Minister’s duly authorised delegate, being the party referred to in item 2 under the heading “Parties”;

**native title** has the meaning given in the native title act;

**native title act** means the Native Title Act No 110 of 1993 (Cth);

**native title claim** means the native title determination application of the native title parties, details of which are set out in item 2 of schedule 1;

**native title claim group** means the native title claim group (as defined in the native title act) in respect of the native title claim;

**native title parties** means the native title claim group and includes the registered native title claimants, being the party referred to in item 3 under the heading "Parties";

**nominated body** means:

(a) the association;

(b) if nominated by the association pursuant to clause 6.5(a) of any accepted exploration contract, a body corporate:

(i) whose membership or shareholding by its constitution includes the members of the native title claim group;

(ii) which is not in administration, receivership or liquidation under any laws applicable to the body corporate; and
(iii) which is incorporated by the native title claim group for purposes that include the purposes of the accepted exploration contract;

(c) if nominated by the association pursuant to clause 6.5(a) of any accepted exploration contract, a trust:

(i) whose beneficiaries by the trust deed include the members of the native title claim group;

(ii) the trustee of which:

(A) if a natural person, is not an undischarged bankrupt; or

(B) if a body corporate, is not in administration, receivership or liquidation under any laws applicable to the body corporate; and

(iii) which is established by the native title claim group for purposes that include the purposes of the accepted exploration contract; or

(d) if paragraphs (a), (b) and (c) do not apply, the native title parties;

**notified party** has, for the purposes of clause 11, the meaning given in clause 11.3;

**notifying party** has, for the purposes of clause 11, the meaning given in clause 11.3;

**parties** means the parties to this framework ILUA;

**provision** has, for the purposes of clause 14.3, the meaning given in that clause;

**recipient** has, for the purposes of clause 13, the meaning given in that clause;

**register** means the Register of Indigenous Land Use Agreements established and maintained under Part 8A of the native title act;

**registered native title claimants** means the registered native title claimants (as defined in the native title act) from time to time in respect of the native title claim;

**registrar** has the meaning given in the native title act;

**review date** has, for the purposes of clause 2.2, the meaning given in that clause;

**right to negotiate procedure** means the procedures described in Part 9B of the mining act or Part 2, Division 3, Subdivision P of the native title act;

**SA COM E** means the party referred to in item 6 under the heading "Parties";

**state** means the party referred to in item 1 under the heading "Parties";
supplier has, for the purposes of clause 13, the meaning given in that clause;

taxable supply has, for the purposes of clause 13, the meaning given in that clause; and

other terms in italics which are defined or used in the Aboriginal heritage act, mining act or the native title act bear their defined meanings when used in this framework ILUA.

1.2 Interpretation

In this framework ILUA, unless the context otherwise requires:

(a) the singular includes the plural and conversely;
(b) a gender includes all genders;
(c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
(d) a reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;
(e) a reference to a clause, schedule, annexure or appendix is a reference to a clause of, or a schedule, annexure or appendix to, this framework ILUA;
(f) a reference to a clause includes a reference to a sub-clause, paragraph or sub-paragraph of that clause;
(g) a reference to an agreement, deed or document (including this framework ILUA) is a reference to the agreement, deed or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this framework ILUA or that other agreement, deed or document;
(h) a reference to writing includes any method of representing or reproducing words, figures, drawings, or symbols in a visible form but excludes any communication using electronic mail;
(i) a reference to a party to this framework ILUA or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives);
(j) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, legislation or a legislative provision substituted for it and a regulation or statutory instrument issued under it;
(k) a reference to conduct includes an omission, statement or undertaking, whether or not in writing;
(l) a reference to an agreement includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing;
(m) a reference to a document includes an agreement (referred to in paragraph (l)) in writing and any certificate, notice, instrument and document of any kind;
(n) a reference to dollars and $ is to Australian currency;
(o) a reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally;
(p) the meaning of general words is not limited by specific examples introduced by including, or for example, or similar expressions;
(q) a reference to agree, approve or consent on the part of a party is a reference to agree, approve or consent (as the case may be) on the part of that party in writing; and
(r) nothing in this framework ILUA is to be interpreted against a party solely on the ground that the party put forward this framework ILUA or any part of it.

1.3 Headings
Headings do not affect the interpretation of this framework ILUA.

1.4 Schedules and annexures
Schedules, annexures and appendices form part of this framework ILUA.

2. Term

2.1 Term

(a) This framework ILUA, other than clauses 1, 2.1(b), 6.1, 6.2, 9.1(b),(c),(d), and (e), 10.1(e), 10.2 (insofar as it relates to clause 10.1(e)), 11, 12 and 14:

(i) commences on the commencement date; and

(ii) continues until the later of:

(A) the expiry of the acceptance term; and

(B) the date upon which all of the accepted exploration contracts have expired or been terminated for whatever reason.

(b) Clauses 1, 6.1, 6.2, 9.1(b),(c),(d), and (e),10.1(e), 10.2 (insofar as it relates to clause 10.1(e)), 11, 12 and 14 and this clause 2.1(b):

(i) commence on the date of execution of this framework ILUA by all of the parties; and

(ii) continue until:
(A) the date being 12 months after the date referred to in clause 2.1(b)(i), if this framework ILUA has not been registered on the register by that date; or

(B) if clause 2.1(b)(ii)(A) does not apply, the date upon which all of the accepted exploration contracts have expired or been terminated for whatever reason.

2.2 Review

(a) Not more than 12 months, and not less than 6 months, before the date of expiry of the 5 year period calculated from the commencement date and each successive 5 year period during the framework term (review date) any party may give the other parties notice that it requires a review of this framework ILUA.

(b) If any party gives the other parties a notice under clause 2.2(a) the parties must:

(i) meet as soon as possible, but in any event within 20 business days after the date of that notice; and

(ii) negotiate in good faith with a view to reaching agreement between the parties in relation to any amendments proposed to this framework ILUA by any party.

(c) The parties may agree:

(i) upon the amendments required to this framework ILUA by any party and record the relevant agreement in a written document signed by all of the parties or

(ii) that no amendments are required to this framework ILUA, and, if the parties so agree, this framework ILUA continues to apply (where appropriate, as amended in accordance with clause 2.2(c)(i)) to enable an explorer to enter into an accepted exploration contract pursuant to clause 5.1.

(d) If any party has given notice under clause 2.2(a) and no agreement has been made pursuant to clause 2.2(c) by the relevant review date or such later date agreed by the parties, then:

(i) this framework ILUA no longer enables an explorer to enter into an accepted exploration contract pursuant to clause 5.1; and

(ii) the acceptance term ends on that review date or such later date agreed by the parties.

(e) The provisions of clause 2.2(d) do not in any way affect:

(i) the continued application of this framework ILUA after the review date (or such later date as agreed between the parties) and during the remainder of the framework term, other than for purposes of enabling an explorer to enter into an accepted exploration contract pursuant to clause 5.1; and
(ii) any accepted exploration contracts entered into prior to the relevant review date (or such later date as agreed between the parties).

2.3 No Termination
Subject to clause 2.2 and clause 6.3(a), no party is entitled to terminate this framework ILUA for any reason, including by reason of any breach or repudiation of this framework ILUA by any other party.

3. Native Title Act Statements

3.1 Consent to Future Acts
Subject to clauses 3.3, 3.5(b), 3.6, 3.7, 3.8 and 3.9 the parties:

(a) consent to the grant of each authorised exploration tenement:

(i) in the case referred to in paragraph (a) of the definition of authorised exploration tenement, at any time, whether before or after the commencement date, but:

(A) in relation to an authorised exploration tenement, as referred to in clause 5.1(b), before the end of the framework term; and

(B) in relation to any other authorised exploration tenement, before the end of the acceptance term;

(ii) in the case referred to in paragraph (b) of the definition of authorised exploration tenement, at any time after the commencement date but during the framework term; or

(iii) in the cases referred to in paragraphs (c) and (d) of the definition of authorised exploration tenement, at any time after the commencement date but during the acceptance term;

(b) consent to the carrying out at any time after the commencement date but during the framework term of authorised exploration activities under each authorised exploration tenement (whether granted before or after the commencement date) in respect of which consent is given in accordance with clause 3.1(a); and

(c) to the extent necessary, agree to the validating of any future act constituted by the grant of any authorised exploration tenement, referred to in paragraph (a) of the definition of authorised exploration tenement, at any time before the commencement date.

3.2 No right to negotiate procedures

(a) The parties acknowledge and agree that this framework ILUA sets out procedures for:

(i) the grant of the authorised exploration tenements; and
(ii) the carrying out of authorised exploration activities under the authorised exploration tenements.

(b) The parties agree that the right to negotiate procedure is not intended to apply to either:

(i) the grant of the authorised exploration tenements; or
(ii) the carrying out of authorised exploration activities under the authorised exploration tenements.

3.3 Consent Conditional on Clause 5.1 Compliance

The consent of the parties in clause 3.1 in relation to any authorised exploration tenement and any authorised exploration activities under it is conditional on an explorer having complied with the provisions of clause 5.1 in relation to the relevant authorised exploration tenement.

3.4 When Consent effective

To avoid doubt, the consent of the parties in clause 3.1 and their agreement in clause 3.2 are effective in relation to any authorised exploration tenement referred to in paragraph (a) of the definition of authorised exploration tenement which has not been granted as at the date of formation of the accepted exploration contract in relation to that authorised exploration tenement, only upon that authorised exploration tenement being granted.

3.5 Amendments to Accepted Exploration Contracts

(a) Subject to clause 3.5(b), the consent of the parties in clause 3.1 and their agreement in clause 3.2 apply to each authorised exploration tenement and any authorised exploration activities under it to which any accepted exploration contract, as amended from time to time, applies.

(b) Clause 3.5(a) does not apply where the relevant accepted exploration contract is amended in a manner which is inconsistent in any way with this framework ILUA (excluding, for this purpose, all schedules, annexures and appendices to this deed).

3.6 Effect of Removal from Register

The consent of the parties in clause 3.1 and their agreement in clause 3.2 cease to apply with effect from the removal of this framework ILUA from the register, but the provisions of this clause 3.6 do not affect any such consent or agreement in relation to:

(a) any authorised exploration tenement granted prior to the removal of this framework ILUA from the register; or
(b) any authorised exploration activities carried out or to be carried out under any such authorised exploration tenement.
3.7 Effect of Breach of Non-Payment Essential Term

The consent of the parties in clause 3.1, their agreement in clause 3.2 and an accepted exploration contract do not apply to an exploration tenement (nor to the carrying out of exploration activities under that exploration tenement), where it is an exploration tenement of a kind referred to in paragraph (b), (c) or (d) of the definition of authorised exploration tenement, granted in respect of the whole or any portion of the land and/or waters (within the acceptance area as defined in that accepted exploration contract), in the following circumstances:

(a) the explorer which is a party to that accepted exploration contract has allegedly breached an essential term in clause 6.1, 6.3 or 6.4(b) of that accepted exploration contract;

(b) within 20 business days of the association or the representatives of the native title parties appointed pursuant to that accepted exploration contract becoming aware of that alleged breach, the indigenous parties have, pursuant to clause 14.1(b) of that accepted exploration contract, given notice of that alleged breach to the explorer (with a copy to the state) setting out:

(i) details of that alleged breach; and

(ii) that the explorer is required to remedy that alleged breach within a period of 20 business days of the date of that notice;

(c) the explorer has not remedied that alleged breach within the 20 business days period notified by the indigenous parties under clause 14.1(b)(ii) of that accepted exploration contract and that 20 business days period expires prior to the grant of that exploration tenement;

(d) pursuant to clause 14.1(d) of that accepted exploration contract the state is given a notice by that explorer or that association not less than 5 business days before the grant of that exploration tenement that it has been agreed, resolved or determined pursuant to clause 16 of that accepted exploration contract or otherwise that the explorer has breached that essential term; and

(e) prior to the grant of that exploration tenement, the explorer has not remedied that breach.

3.8 Effect of Breach of Other Essential Terms

(a) The consent of the parties in clause 3.1, their agreement in clause 3.2 and an accepted exploration contract also do not apply to an exploration tenement (nor to the carrying out of exploration activities under that exploration tenement), where it is an exploration tenement referred to in clause 3.8(b), in the following circumstances:

(i) the explorer which is a party to that accepted exploration contract has allegedly breached an essential term in clause 5.1,
5.2, 5.3, 7.1, 7.4, 8.3(c) or 8.3(d) of that accepted exploration contract in relation to the breached tenement;

(ii) that alleged breach is committed wilfully, recklessly or negligently;

(iii) within 20 business days of the association or the representatives of the native title parties appointed pursuant to that accepted exploration contract becoming aware of that alleged breach, the indigenous parties have, pursuant to clause 14.2(a)(iii) of that accepted exploration contract, given notice of that breach to the explorer (with a copy to the state) setting out:

(A) details of that alleged breach; and

(B) where that alleged breach is capable of being remedied, that the explorer is required to remedy the alleged breach within a period of 20 business days of the date of that notice;

(iv) where that alleged breach is capable of being remedied, the explorer has not remedied the alleged breach within the 20 business days period notified by the indigenous parties under clause 14.2(a)(iii)(B) of that accepted exploration contract or (if that alleged breach is not capable of being remedied within that 20 business days period) such longer period as is reasonable in the circumstances;

(v) pursuant to clause 14.2(a)(v) of that accepted exploration contract, the state is given a notice by that explorer or that association that it has been agreed, resolved or determined pursuant to clause 16 of that accepted exploration contract or otherwise that the explorer has breached the relevant essential term in relation to the breached tenement; and

(vi) prior to the grant of the exploration tenement to which that accepted exploration contract will not apply if all of the circumstances in clause 14.2(a) of that accepted exploration contract are met, the explorer has, where that breach is capable of being remedied, not remedied the breach.

(b) If all of the circumstances referred to in clause 3.8(a) are met, that accepted exploration contract does not apply to an exploration tenement (nor the carrying out of exploration activities under that exploration tenement), being an exploration tenement which is:

(i) where:

(A) the state has been given a notice pursuant to clause 14.2(a)(v) of that accepted exploration contract not less than 5 business days before the grant of that exploration tenement; and
(B) the alleged breach of the relevant essential term in relation to the breached tenement:

(1) is not capable of being remedied; or

(2) is capable of being remedied and the period for remedying that breach pursuant to clause 14.2(a)(iii)(B) of that accepted exploration contract has expired before the grant of that exploration tenement, an exploration tenement of a kind referred to in:

(C) paragraph (b) or (d) of the definition of authorised exploration tenement, granted upon the renewal, regrant, remaking or extension of the term of the breached tenement; or

(D) paragraph (c) of the definition of authorised exploration tenement, granted after the breached tenement in respect of the whole or any portion of the land and/or waters (within the acceptance area as defined by that accepted exploration contract) the subject of the breached tenement; or

(ii) where either:

(A) the state has been given a notice pursuant to clause 14.2(a)(v) of that accepted exploration contract less than 5 business days before, or after, the grant of an exploration tenement referred to in clause 3.8(b)(i)(C) or (D) (subsequent tenement); or

(B) the alleged breach of the relevant essential term in relation to the breached tenement is capable of being remedied and the period for remedying that breach pursuant to clause 14.2(a)(iii)(B) of that accepted exploration contract has not expired before the grant of the subsequent tenement, an exploration tenement of a kind referred to in:

(C) paragraph (b) or (d) of the definition of authorised exploration tenement, granted upon the renewal, regrant, remaking or extension of the term of the subsequent tenement; or

(D) an exploration tenement of a kind referred to in paragraph (c) of the definition of authorised exploration tenement, granted after the subsequent tenement in respect of the whole or any portion of the land and/or waters (within the acceptance area as defined by that accepted exploration contract) the subject of the breached tenement.
3.9 Remedy of Breach

(a) Subject to the provisions of clause 3.9(b), for purposes of clauses 3.8(a)(iii),(iv) and (vi) a breach of a relevant essential term is deemed to be capable of being remedied by an explorer and that explorer is deemed to have remedied that breach if:

(i) that breach has arisen by reason of the explorer having failed to do, or failed to permit to be done, something; and

(ii) within the relevant period referred to in clause 3.8(a)(iv) or prior to the grant of the relevant exploration tenement referred to in clause 3.8(a)(vi) (as the case requires) the explorer has done, or has caused or permitted to be done, that thing.

(b) The provisions of clause 3.9(a) do not apply to the breach of an essential term in clause 5.1, 5.2 or 5.3 of the relevant accepted exploration contract in relation to any authorised exploration tenement.

3.10 Right to Negotiate Procedure

(a) Subject to clause 3.10(b) the right to negotiate procedure applies to an excluded tenement.

(b) However, by entering into this framework ILUA neither the state nor SACOME acknowledges that the right to negotiate procedure applies to any miscellaneous purposes licence which is an excluded tenement.

4. Other statements

4.1 Non-extinguishment principle

The parties acknowledge and agree that the non-extinguishment principle applies to:

(a) the grant of the authorised exploration tenements; and

(b) the carrying out of authorised exploration activities under the authorised exploration tenements.

4.2 Application and registration

The parties state that:

(a) this framework ILUA applies to the ILUA area; and

(b) this framework ILUA is intended to be registered on the register as an area agreement under sections 24CA to 24CL of the native title act and regulation 7 of the Native Title (Indigenous Land Use Agreements) Regulations 1999 (Cth).

4.3 Exploration only

The parties acknowledge and agree that:
pursuant to this framework ILUA they do not agree to the validation of, or consent to, the grant of any production tenement or the carrying out of any mining operations under any production tenement; and

(b) the explorer will, if legally obliged to do so, be required:

(i) to enter into an indigenous land use agreement; or

(ii) in accordance with the right to negotiate procedure, to negotiate and enter into a separate agreement or obtain a determination from a court or tribunal of competent jurisdiction,

to provide for the authorisation of the grant of any production tenement or the carrying out of any mining operations under it.

4.4 Entry on Land

The parties acknowledge and agree that each accepted exploration contract constitutes an agreement between the native title parties and the explorer for the purposes of section 58 of the mining act.

4.5 Authorised Exploration Tenement Terms

The parties acknowledge and agree that compliance with the terms and conditions of this framework ILUA is not a condition of any authorised exploration tenement (or any other exploration tenement).

4.6 No Acknowledgement of Native Title

By entering into this framework ILUA neither the state nor SACOME acknowledges the existence or otherwise of native title in relation to any land and/or waters within the whole or part of the ILUA area.

4.7 Employment and Training

(a) The parties acknowledge that:

(i) there are limited opportunities for an explorer and its contractors to employ persons during the carrying out of authorised exploration activities, including for the employment of members of the native title claim group; and

(ii) those employment opportunities that do exist during the carrying out of authorised exploration activities are primarily for people with specialist skills and training.

(b) The parties also acknowledge that it is in their mutual interests that government funded training for Aboriginal people is offered in regional South Australia to provide those people with skills required for employment in the resources industry and which, where possible, are also transferable to other industries.

(c) The parties also acknowledge that the training referred to in clause 4.7(b) may include:
(i) training in skills for exploration and mining field assistants; and
(ii) training in exploration methods.

(d) The parties agree to consult with the relevant Aboriginal communities and to develop the necessary strategies and programs for the training referred to in clause 4.7(b).

5. Exploration Contract Conditions

5.1 Binding Explorer

(a) Subject to clauses 5.1(b), (c), (d), and (e), the parties agree that a person may enter into an accepted exploration contract in relation to any exploration tenement and the carrying out of exploration activities under it by doing the following at any time during the acceptance term:

(i) duly completing and signing an acceptance document;
(ii) if required under the mining act, registering the duly completed and signed acceptance document under and in accordance with the mining act or, if not so required, providing a copy of the duly completed and signed acceptance document to the state; and
(iii) notifying the indigenous parties of the explorer's due completion and signature of the acceptance document and simultaneously providing the indigenous parties with an original or duplicate original of the acceptance document and evidence that it has been duly stamped and, if applicable, registered under the mining act.

(b) A person may only enter into an accepted exploration contract in relation to an exploration tenement of a kind referred to in paragraph (a) of the definition of authorised exploration tenement which has not been granted at the time clause 5.1(a) is complied with, if prior to that time the person has applied for the grant to it of that exploration tenement.

(c) A person may not at any time enter into an accepted exploration contract in relation to an exploration tenement if notice has previously been given to initiate negotiations under the right to negotiate procedure in respect of that exploration tenement or any exploration activities under it except where that notice was given prior to the commencement date and that person and the native title claim group have not previously entered into an agreement pursuant to the right to negotiate procedure in relation to that exploration tenement.

(d) A person may not at any time enter into an accepted exploration contract in relation to an exploration tenement if:
ALMAC Area Indigenous Land Use Agreement

(i) that person or a related body corporate (within the meaning of the Corporations Act) of that person has previously entered into an accepted exploration contract in relation to that exploration tenement; and

(ii) the provisions of the accepted exploration contract referred to in clause 5.1(d)(i) have ceased to apply, pursuant to clause 14.1 or 14.2 of that accepted exploration contract, to that exploration tenement.

(e) A person may not at any time enter into an accepted exploration contract in relation to an exploration tenement granted or to be granted to that person in respect of the whole or any part of the ILUA area if:

(i) that person or a related body corporate (within the meaning of the Corporations Act) of that person has previously entered into an accepted exploration contract; and

(ii) the provisions of the accepted exploration contract referred to in clause 5.1(e)(i) have ceased to apply, pursuant to clause 14.2 of that accepted exploration contract, to another exploration tenement by reason of a breach of an essential term in clause 5.1, 5.2 or 5.3 of that accepted exploration contract which (or the consequences of which) also constitute non-compliance by that person with the provisions of the Aboriginal heritage act.

5.2 Effect

The parties acknowledge and agree that upon a person complying with the provisions of clause 5.1 an agreement on the terms of the exploration contract conditions and the relevant acceptance document comes into force and effect as an accepted exploration contract:

(a) in respect of:

(i) the authorised exploration tenements to which the acceptance document completed and signed by that person, as an explorer, applies; and

(ii) the carrying out of authorised exploration activities under those authorised exploration tenements; and

(b) between:

(i) the state;

(ii) the native title parties;

(iii) the association; and

(iv) the explorer.
5.3 Other Native Title Holders

The parties acknowledge and agree that pursuant to section 24EA(1)(b) of the native title act, all persons holding native title in relation to any of the land and/or waters in the ILUA area who are not members of the native title claim group:

(a) are bound by this framework ILUA; and

(b) by reason of being bound by this framework ILUA are also bound by an accepted exploration contract in relation to any of the land and/or waters (within the ILUA area) to which that accepted exploration contract applies,

in the same way as the native title group (as defined in section 24CD(2) or (3) of the native title act).

6. Registration

6.1 Application

(a) The parties (other than the state) authorise and direct the state to apply to the registrar for this framework ILUA to be registered and entered on the register as an area agreement pursuant to sections 24CA to 24CL of the native title act and regulation 7 of the Native Title Indigenous Land Use Agreements Regulations 1999 (Cth).

(b) Subject to clause 6.1(c) the state agrees to comply with the authorisation and direction in clause 6.1(a).

(c) For the purposes of registering and entering this framework ILUA on the register as referred to in clause 6.1(a) either:

(i) ALRM will certify in accordance with the native title act the application to the registrar referred to in clause 6.1(a); or

(ii) if ALRM does not certify in accordance with the native title act the application to the registrar referred to in clause 6.1(a), the indigenous parties will prepare a statement which complies with the requirements of section 24CG(3)(b) of the native title act and provide that statement to the state for inclusion in that application.

6.2 Best endeavours

Each of the parties agrees to use its best endeavours to obtain the registration of this framework ILUA on the register as soon as possible after the date of execution of this framework ILUA by all of the parties and to maintain that registration at all times after the date of registration until the end of the framework term.
6.3 Removal from Register

(a) All of the parties may request the registrar pursuant to section 199C(1)(c)(ii) of the native title act to remove the details of this framework ILUA from the register by advising the registrar in writing that they wish to terminate this framework ILUA.

(b) The parties acknowledge that the registrar is required to remove the details of this framework ILUA from the register in the circumstances set out in sections 199C(1)(b), (c)(i) and (c)(iii) of the native title act.

(c) The parties agree to promptly notify the registrar when the framework term ends.

(d) Upon details of this framework ILUA being removed from the register the provisions of clauses 3.1 and 3.2 cease to apply to any future act done after that removal by way of:

(i) the grant of any exploration tenement; or

(ii) the carrying out of any exploration activities under any such exploration tenement.

(e) The provisions of clauses 6.3(a), (c) and (d) survive the expiry or termination for whatever reason of this framework ILUA.

7. Notification of Grants

The state must notify the association of the grant of any exploration tenement within the ILUA area to any person within 10 business days of that grant, except where:

(a) that grant is by way of a renewal, regrant, remaking or extension of the term of that exploration tenement; or

(b) the person to whom that exploration tenement is granted is an explorer which is a party to an accepted exploration contract.

8. Mapping Survey

8.1 Notice

(a) The association may at any time during the period referred to in clause 8.1(c) notify the other parties to this framework ILUA that the association wishes:

(i) an exploration mapping survey; or

(ii) a cultural mapping survey and an exploration mapping survey, to be undertaken of the whole, part or parts of the ILUA area.
(b) Any notice in respect of any exploration mapping survey must specify:

(i) the exploration activities to which the notice relates (including or excluding some or all advanced exploration activities); and

(ii) the area (being the whole, part or parts of the ILUA area) in respect of which it is given.

(c) The period during which the association may give a notice under clause 8.1(a):

(i) commences on the commencement date; and

(ii) ends on the earliest of:

(A) the commencement date of a provision in the Aboriginal heritage act for the grant by an independent statutory authority of a document which, if held by an explorer, would allow that explorer, subject to any conditions in the document, to carry on the exploration activities on the land and/or waters to which the document relates;

(B) if the state gives the other parties notice to that effect within 20 business days after expiry of the acceptance term, the expiry of the acceptance term; and

(C) otherwise, the expiry of the framework term.

8.2 Survey procedure

Subject to clause 8.3, if the association gives a notice under clause 8.1, the mapping survey will be undertaken in accordance with the mapping survey procedures.

8.3 Survey conditional

A mapping survey of which notice has been given under clause 8.1 will only be undertaken if:

(a) The state has not notified the association within 20 business days of the giving of a notice under clause 8.1 that the state is not satisfied on reasonable grounds that the undertaking of a mapping survey is in the best interests of the state; and

(b) the state and the association agree upon the following:

(i) the area (within the ILUA area) in respect of which the relevant mapping survey is to be undertaken;

(ii) where clause 8.1(a)(ii) applies, that the relevant mapping survey comprises both an exploration mapping survey and a cultural mapping survey;
(iii) the exploration activities in respect of which the relevant exploration mapping survey is to be undertaken;

(iv) the budget for undertaking the relevant mapping survey; and

(v) any conditions relating to the undertaking of the relevant mapping survey.

8.4 Costs

The state agrees that it is responsible for all costs and expenses incurred in:

(a) the carrying out of any mapping survey (up to the maximum of the amount of the budget for that mapping survey agreed in accordance with clause 8.3(a)(iv));

(b) keeping a copy of the exploration mapping report (as defined in the mapping survey procedures) in relation to any mapping survey; and

(c) the appointment of the mapping caretaker (as defined in the mapping survey procedures) and the performance by the mapping caretaker of its functions,

in accordance with the mapping survey procedures and with the mapping access procedures (as defined in the exploration contract conditions).

9. Consideration

9.1 State Contribution

In consideration of the indigenous parties entering into this framework ILUA, the state must:

(a) upon the registration of this framework ILUA, make a once-off payment of $30,000 to the nominated body;

(b) use its best endeavours to negotiate, as soon as possible after the date of execution of this framework ILUA by all the parties, a lease of appropriate office premises in Coober Pedy to enable the indigenous parties to perform their obligations under this framework ILUA;

(c) contribute an amount of $5,000 towards the rent payable under that lease, payable:

(i) as to the monthly rental for the first 12 months of that lease, monthly in advance or before the due date for payment of that rental; and

(ii) as to the balance, if any, of that amount, within 20 business days of the first anniversary of the commencement date of that lease;

(d) provide an office fit-out of those premises, including office furniture (if not provided under that lease), a computer, printer, facsimile machine and telephone; and
9.2 Payment

All amounts payable and benefits required to be provided under an accepted exploration contract must be paid and provided:

(a) in accordance with the terms of that accepted exploration contract;
(b) by the person specified in that accepted exploration contract; and
(c) to the person specified in that accepted exploration contract.

9.3 Acknowledgment

The indigenous parties acknowledge and agree that, subject to clause 9.4:

(a) any amounts payable and any benefits provided under this framework ILUA and any accepted exploration contract to the native title parties or to any nominated body or any other agent on their behalf:

(i) are in full and final satisfaction of any compensation entitlement of the native title parties; and
(ii) for the purposes of section 24EB of the native title act, are compensation provided for by this framework ILUA; and

(b) the native title parties do not have any compensation entitlement other than for the amounts payable and benefits provided under this framework ILUA and any accepted exploration contract.

9.4 Exception

The provisions of clause 9.3 do not apply to any compensation entitlement of the native title parties against any other party to this framework ILUA or any other person who is a party to any accepted exploration contract arising by reason of any breach of this framework ILUA or that accepted exploration contract by that party or that person.

9.5 Sharing

The indigenous parties agree that the amounts payable and the benefits provided under this framework ILUA and the relevant accepted exploration contract to the native title parties or to any nominated body or any other agent on their behalf are held on behalf of all members of the native title claim group and all persons (if any) who hold native title in relation to the whole or any portion of the ILUA area to which this framework ILUA or the relevant accepted exploration contract (as the case may be) relates.

9.6 Application Survival

The provisions of clauses 9.3, 9.4 and 9.5 survive the removal of the details of this framework ILUA from the register for whatever reason and remain in those circumstances binding on:
(a) all persons bound by this framework ILUA and any accepted exploration contract; and

(b) all persons entitled to any of the benefits under this framework ILUA and any accepted exploration contract.

10. Warranties and Authority

10.1 Preliminary

The indigenous parties record that:

(a) the registered native title daimants are (as at the date of this framework ILUA) the registered native title daimants (as defined in the native title act) in relation to land and/or waters in the ILUA area and made the native title daim on behalf of the native title daim group;

(b) the native title daim group has established the association and has authorised the association to manage the native title daim and all matters relating to the native title daim on behalf of the native title parties;

(c) the association (in conjunction with the registered native title daimants) has consulted with the native title daim group and the native title daim group has consented to and authorised the registered native title daimants to enter into this framework ILUA on behalf of the native title parties;

(d) the association

(i) enters into this framework ILUA in the performance of its functions of managing the native title daim and all matters relating to it; and

(ii) by signing this framework ILUA confirms that the registered native title daimants have been authorised by the native title daim group to enter into this framework ILUA on behalf of the native title parties; and

(e) if clause 6.1(c)(ii) applies:

(i) all reasonable efforts have been made (including by consulting the representative Aboriginal/Torres Strait Islander body for the ILUA area) to ensure that all persons who hold or may hold native title in relation to land or waters in the ILUA area have been identified; and

(ii) all of the persons so identified have authorised the making of this framework ILUA in accordance with section 251A of the native title act.
10.2 Warranties

Regard being had to the provisions of clause 10.1, the indigenous parties represent and warrant to the other parties to this framework ILUA that the matters set out in clauses 10.1(a) to (e) are true and correct.

10.3 Registered native title body corporate

If an approved determination of native title is made in respect of the whole or any part of the ILUA area and a registered native title body corporate is determined to hold the rights and interests from time to time comprising the native title in trust for the native title holders:

(a) the indigenous parties must use their best endeavours to ensure that the registered native title body corporate becomes a party to this framework ILUA in place of both the native title parties and the association in relation to the whole or relevant part of the ILUA area and assumes the rights and obligations of both the native title parties and the association under this framework ILUA in relation to the whole or that part of the ILUA area;

(b) the parties (other than the indigenous parties) to this framework ILUA consent to the registered native title body corporate becoming a party to this framework ILUA and assuming the rights and obligations of both the native title parties and the association, in accordance with clause 10.3(a); and

(c) each of the parties to this framework ILUA must sign such documents as are necessary to give effect to the provisions of this clause 10.3.

11. Dispute Resolution

11.1 Clause applies

All disputes or differences between any of the parties in connection with the interpretation, effect or any other matter in any way relating to this framework ILUA (dispute) will be dealt with in accordance with this clause 11 whether the dispute is first raised before, during or after the framework term.

11.2 Avoidance

The parties agree that:

(a) they will make every effort to ensure that disputes do not arise;

(b) if a dispute does arise, they must make every reasonable effort to resolve the dispute in accordance with clause 11 and without recourse to litigation or arbitration proceedings; and

(c) the provisions of clauses 11.1 and 11.2(b) do not apply to litigation proceedings for injunctive, interlocutory or declaratory relief.
11.3 Notification
A party (notifying party) will, within 20 business days after the dispute arises, give a notice to the other party or parties with which it has the dispute (notified party) and a copy of that notice to the other parties setting out details of the dispute and any other matter that may, in the reasonable opinion of the notifying party, be relevant to the resolution of the dispute.

11.4 Meeting
Within 5 business days of the date of the notice the notifying party and notified party (dispute parties) will use their respective reasonable endeavours to meet and resolve the dispute within a further period of 10 business days.

11.5 Mediation
If a dispute is not resolved in accordance with the provisions of clause 11.4:
(a) any dispute party may request the President for the time being of the Law Society of South Australia, or his or her nominee, to appoint a mediator to mediate that dispute;
(b) within 5 business days of a mediator being appointed, the mediator will convene an initial meeting of the dispute parties in an attempt to resolve that dispute; and
(c) if that dispute is not resolved at that initial meeting, the mediator will convene such further meetings of the dispute parties during the subsequent 10 business days as the mediator reasonably considers necessary for the purpose of resolving that dispute.

11.6 Expert
If a dispute is not resolved in accordance with the provisions of clause 11.5, any dispute party may refer the determination of that dispute (determination) to the expert.

11.7 Capacity of Expert
The expert is an expert and not an arbitrator.

11.8 Expert’s Determination
The expert’s determination is final and binding on the dispute parties.

11.9 Determination costs
(a) The expert may determine that any dispute party must pay the whole or a specified portion of the costs and expenses of the other dispute party in relation to the expert’s determination.
(b) Unless clause 11.9(a) applies, each dispute party will bear its own costs and expenses in relation to the expert’s determination.
11.10 Expert’s Fees
(a) The expert may determine that any dispute party must pay all, or that the dispute parties must pay in specified portions, the expert’s fees and expenses and the cost of the expert’s determination.

(b) Unless clause 11.10(a) applies, the dispute parties will pay in equal shares the expert’s fees and expenses and the cost of the expert’s determination.

11.11 Survival
The provisions of this clause 11 survive the expiry or termination for whatever reason of this framework ILUA.

12. Communications

12.1 Writing required
Subject to this framework ILUA, any notice, direction, request, consent, approval, demand, report or other communication (communication) to be given under this framework ILUA will be in writing, be signed by the representative(s) of the party giving the communication as set out in item 3 of Schedule 1 and be addressed for the attention of the representative(s) of the recipient party or parties as set out in item 3 of schedule 1.

12.2 Manner of giving
A communication may be delivered by hand, sent by prepaid post or sent by facsimile transmission to the address of the party or parties to which it is being given and is deemed to have been received:

(a) if delivered by hand, upon delivery;

(b) if sent by post, 3 business days after posting; and

(c) if sent by facsimile transmission, on receipt by the sender of a confirmation report.

12.3 Change of details
Details specified in item 3 of schedule 1 in respect of a party may be changed by the party by not less than 5 business days notice to the other parties.

13. GST
The parties agree that, if a goods and services, value-added or a comparable tax (gst) applies under the “A New Tax System (Goods and Services Tax) Act 1999” or associated legislation (gst legislation) in relation to any taxable supply (within the gst legislation) (taxable supply) made by a party (supplier) to another party (recipient) under or pursuant to this framework ILUA:
(a) the amount payable by the recipient to the supplier in respect of the taxable supply (payment) does not include GST;

(b) the supplier may, in addition to the payment, recover from the recipient (and the recipient will pay to the supplier) an additional amount on account of the GST, such additional amount to be calculated in accordance with the GST legislation; and

(c) the supplier will provide to the recipient a tax invoice (within the meaning of the GST legislation) in respect of the taxable supply as required by the GST legislation.

14. General

14.1 Entire agreement

This framework ILUA contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it.

14.2 Amendment

No amendment or variation of this framework ILUA:

(a) is valid or binding on a party unless made in writing executed by all parties; or

(b) in any way affects any accepted exploration contract entered into prior to that amendment or variation.

14.3 Severability

Each word, phrase, sentence, paragraph and clause (a provision) of this framework ILUA is severable and if a court determines that a provision is unenforceable, illegal or void the court may sever that provision which becomes inoperative and such severance will not affect the other provisions of this framework ILUA.

14.4 No announcements

No party may make, issue, permit or suffer to be made, or issued, any statement or announcement concerning any of the matters the subject of this framework ILUA unless such statement or announcement is first approved as to the timing and content by each other party or is required by law.

14.5 Assignment and transfer

(a) The rights and obligations of each party under this framework ILUA are personal.

(b) Those rights and obligations cannot be disposed of, encumbered or otherwise dealt with and no party may attempt, or purport, to do so without the prior consent of the other parties.
14.6 No waiver
(a) No failure to exercise nor any delay in exercising any right, power or remedy by a party operates as a waiver.
(b) A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.
(c) A waiver is not valid or binding on the party granting that waiver unless made in writing.

14.7 Further assurances
Each party agrees to do all things and sign all documents necessary or desirable to give full effect to the provisions of this framework ILUA and the transactions contemplated by it.

14.8 No merger
(a) The rights and obligations of the parties will not merge on the completion of any transaction contemplated by this framework ILUA.
(b) Those rights and obligations will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing a transaction.

14.9 Costs and stamp duty
(a) Unless and to the extent otherwise agreed, each party must bear its own costs arising out of the negotiation, preparation and execution of this framework ILUA.
(b) All stamp duty (including fines, penalties and interest) that may be payable on or in connection with this framework ILUA and any instrument executed under this framework ILUA must be borne by the state.

14.10 Governing law and jurisdiction
(a) This framework ILUA is governed by the laws of South Australia.
(b) Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction in South Australia in connection with matters concerning this framework ILUA.

14.11 Counterparts
(a) This framework ILUA may be executed in any number of counterparts.
(b) All counterparts when exchanged will be taken to constitute one document.
ALMAC Area Indigenous Land Use Agreement

14.12 Relationship

(a) The relationship between the *parties* is that of independent contractors.

(b) The *parties* are not partners, joint venturers or, subject to clause 14.12(c), principal and agent.

(c) The *association* is an agent of the *native title parties*.

(d) Any registered *native title body corporate* which becomes a *party* to this *framework ILUA* pursuant to clause 10.3 holds the rights and interests from time to time comprising the *native title* in the whole or relevant part of the *ILUA area* in trust for the *native title holders*.

Executed as a deed

SIGNED by

THE COMMON SEAL of the MINISTER FOR MINERAL RESOURCES DEVELOPMENT was hereunto fixed in the presence of:

The Honourable Paul Holloway
Minister for Mineral Resources Development

Witness

Name of Witness

SIGNED by WILLIAM HERBERT LENNON SNR for and on behalf of the Antakirinja Native Title Claim Group in the presence of:

William Herbert Lennon Snr

Witness

Name of Witness
ALMAC Area Indigenous Land Use Agreement

SIGNED by IAN CROMBIE
for and on behalf of the Antakirinja Native Title Claim Group in the presence of:

Ian Crombie

Witness

Name of Witness

SIGNED by KEITH SMITH SNR
for and on behalf of the Antakirinja Native Title Claim Group in the presence of:

Keith Smith Snr

Witness

Name of Witness

SIGNED by DAVID BROWN
for and on behalf of the Antakirinja Native Title Claim Group in the presence of:

David Brown

Witness

Name of Witness
ALMAC Area Indigenous Land Use Agreement

SIGNED by HERBERT JOSEPH LENNON for and on behalf of the Antakirinja Native Title Claim Group in the presence of:

Herbert Joseph Lennon

Witness

Name of Witness

SIGNED by JEAN WOOD for and on behalf of the Antakirinja Native Title Claim Group in the presence of:

Jean Wood

Witness

Name of Witness

THE COMMON SEAL of the ANTAKIRINJA LAND MANAGEMENT ABORIGINAL CORPORATION was hereunto affixed in accordance with its constitution in the presence of:

Director/Secretary

Name

Name
ALMAC Area Indigenous Land Use Agreement

THE COMMON SEAL of the
ABORIGINAL LEGAL RIGHTS
MOVEMENT INC was hereunto affixed
in the presence of:

Mr. J. Daines
Chairperson

[Signature]
Executive Member

THE COMMON SEAL OF
The SOUTH AUSTRALIAN
CHAMBER OF MINES AND ENERGY INC was hereunto affixed in the presence of:

[Signature]
President

[Signature]
Chief Executive

27 November 2003
SCHEDULE 1

Item 1 - ILUA Area

The area within the outer boundaries of the area of the native title claim as at the date of execution of this framework ILUA by the parties excluding any portion of that area which is subject to a native title determination application of any group or person other than the native title parties, being the area shaded in blue on the map attached to this Schedule 1, and described as the area commencing at the intersection of native title determination application SG6007/98 Antakirinja Native Title Claim (SC95/007) and the western most point of native title determination application SG6025/98 The Arabunna People’s Native Title Claim (SC98/002) and extends southeasterly along the boundary of SG6025/98 The Arabunna People’s Native Title Claim (SC98/002) to intersect a western boundary of native title determination application SG6004/98 Kujani (SC00/003); then generally southerly along boundaries of that native title determination application to intersect a northern boundary of native title determination application SG6003/99 Kokatha Munta (SC99/003); then generally westerly along boundaries of that native title determination application to intersect an eastern boundary of native title determination application SG6005/98 Ted Roberts (SC95/005); then northerly and generally westerly along boundaries of that native title determination application to its northernmost north western corner; then westerly, generally northerly and easterly along western and northern boundaries of native title determination application SG6007/98 Antakirinja Native Title Claim (SC95/007) to intersect the western boundary of native title determination application SG6025/98 The Arabunna People’s Native Title Claim (SC98/002); then southwesterly along the boundary of that native title determination application back to the commencement point.

Note

Reference Data and Source:

Native title applications as filed in the Federal Court:

- SG6005/98 Ted Roberts (SC95/005) filed on 09/10/1995
- SG6007/98 Antakirinja Native Title Claim (SC95/007) filed on 14/11/1995
- SG6025/98 The Arabunna People’s Native Title Claim (SC98/002) filed on 16/01/1998
- SG6003/99 Kokatha Munta (SC99/003) filed on 29/06/1999
- SG6004/98 Kujani (SC00/003) filed on 22/12/2000.

ILUA Area boundary description compiled by the National Native Title Tribunal from data sourced from the Dept of Environment and Heritage (SA) and Geoscience Australia. Attribution maintained by NNTT.

Item 2 - Native Title Claim

Amended native title determination application No SG6007/98 as lodged in the Federal Court of Australia on 7 May 1999 in accordance with the native title act.
ALMAC Area Indigenous Land Use Agreement

by the registered native title claimants for and on behalf of the Antakirinja native title claim group.

**Item 3 - Notice Details**

**State**

Address: Department for Primary Industries and Resources  
Level 5, 101 Grenfell Street  
Adelaide SA 5000

Attention: Mining Registrar

Facsimile No.: (08) 8463 3101

**Minister**

Address: Department for Primary Industries and Resources  
Level 5, 101 Grenfell Street  
Adelaide SA 5000

Attention: Mining Registrar

Facsimile No.: (08) 8463 3101

**Native Title Parties**

Address: Aboriginal Legal Rights Movement Inc  
4th Floor, 345 King William Street  
Adelaide SA 5000

Attention: Tim Wooley

Facsimile No.: (08) 8211 7424

**Association**

Address: Aboriginal Legal Rights Movement Inc  
4th Floor, 345 King William Street  
Adelaide SA 5000

Attention: Tim Wooley
ALMAC Area Indigenous Land Use Agreement

Facsimile No.: (08) 8211 7424

ALRM

Address: Aboriginal Legal Rights Movement Inc
4th Floor, 345 King William Street
Adelaide SA 5000

Attention: Executive Officer, Native Title Unit

Facsimile No.: (08) 8211 7424

SACOME

Address: 4 Greenhill Road
Wayville SA 5034

Attention: Chief Executive

Facsimile No: (08) 8373 9699
SCHEDULE 2
Exploration Contract Conditions
SCHEDULE 3
Acceptance Document
SCHEDULE 4
Mapping Survey Procedures